



AGENDA
JULY 21, 2026
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
REGULAR MEETING
6:30 PM

- 1. PRESIDING OFFICER TO CALL THE MEETING TO ORDER AND ANNOUNCE THAT A QUORUM IS PRESENT**
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION**
- 3. ITEMS OF INTEREST/COMMUNICATIONS**
Members may identify community events, functions, and other activities.
- 4. CITIZENS COMMENTS**
Citizens may provide comments (3-minute time limit/person). The response regarding items that are not on the agenda may be to request items be placed on a future agenda or referred to city staff.
- 5. CONSENT AGENDA**
Consent agenda items are considered routine or non-controversial and will be voted on in one motion unless a separate discussion is requested by a member.
 - A.** Approve the minutes of the July 7, 2026 meeting.
 - B.** Approve acceptance of the public infrastructure for the Elevon, Section 3, Phase 3A-1 Addition.
- 6. ITEMS FOR CONSIDERATION**
 - A.** Public hearing, discussion, and action regarding an ordinance of the City Council of the City of Lavon, Texas accepting and approving an Amended and Restated Service and Assessment Plan and Assessment Roll for the Heritage Public Improvement District No. 1 (Residential); making a finding of special benefit to the property in the District; levying special assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability, and providing an effective date.
 - 1) Presentation of proposed ordinance.
 - 2) **PUBLIC HEARING** to receive comments regarding the proposed ordinance.
 - 3) Discussion and action regarding the proposed ordinance.
 - B.** Discussion and action regarding the first of two readings of a Resolution authorizing the Lavon Economic Development Corporation to expend funds for projects to assist in the promotion of new and expanded business, for a retail store and fueling station on Lot 7, Block A of the preliminary plat of the Heritage Square project at 840 S. SH 78, (CCAD Property ID 2624070) not to exceed \$1,500,000 of future sales tax over ten years; and providing an effective date.
 - C.** Discussion and action regarding an election for the creation of a Municipal Development District predominantly comprised of non-residential properties adjacent to SH 205, SH 78, and FM 2755.
- 7. DEPARTMENT REPORTS**
Members may receive and discuss the reports.
 - A.** Police Services – Service, activity, programs, and administration report
 - B.** Fire Services – Service, activity, programs, and administration report
 - C.** Public Works Services – Utilities, capital projects, public works, and street maintenance report
 - D.** Administration Services – Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; Finance and CIP report; and administration and staff reports

Lavon City Hall will provide reasonable accommodations for persons attending meetings. Please contact the City Secretary at 972-843-4220 no later than 48 hours prior to a meeting if you require special assistance | WiFi: Select Guest Portal

8. BUDGET WORK SESSION

Presentation and discussion regarding the goals and objectives identified in the Strategic Plan, City Council budget priorities, regulatory requirements, financial status for current fiscal year, budget calendar, anticipated commitments, departmental service levels and requests, tax rate, fee schedule, Capital Improvements Plan (CIP) updates and direction, FY 2025-26 projections, and proposed revenues and expenditures for FY 2026-27.

9. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council may recess into Executive Session (closed meeting) pursuant to Section 551.087 (2) to deliberate the offers of a financial or other incentive to business prospects described by Subdivision (1) regarding the retail projects Chalkboard 27 and Pathways in proximity to SH 78.

10. RECONVENE FROM EXECUTIVE SESSION

Consider and take any action necessary as a result of each item listed in executive session.

A. Discussion and action regarding an agreement pertaining to the Chalkboard 27 project.

11. SET FUTURE MEETINGS AND AGENDA

Requests may be made for items to be placed on a future agenda or for a special meeting.

July 22, 2026 – Information Session - potential data center development

August 4, 2026 – Regular Meeting

12. PRESIDING OFFICER TO ADJOURN THE MEETING

This is to certify that this Agenda was duly posted on the City's website at www.cityoflavon.com and at City Hall on or before 6:00 PM on July 15, 2026.

/ Rae Norton /

Rae Norton, City Secretary

1. Notice is hereby given that members of the City Council, Economic Development Corporation Board, Planning and Zoning Commission, and Parks and Recreation Board may attend the meeting.
2. The body reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (discussing purchase, exchange, lease or value of real property); §551.074 (discussing personnel or to hear complaints against personnel); and §551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Lavon City Hall will provide reasonable accommodations for persons attending meetings. Please contact the City Secretary at 972-843-4220 no later than 48 hours prior to a meeting if you require special assistance | WiFi: Select Guest Portal



**MINUTES
JULY 7, 2026
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
REGULAR MEETING**

ATTENDING: VICKI SANSON, MAYOR
MIKE SHEPARD, PLACE 1, MAYOR PRO TEM
MIKE COOK, PLACE 2
TRAVIS JACOB, PLACE 3
RACHEL DUMAS, PLACE 4
LINDSEY HEDGE, PLACE 5

- 1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 6:30 P.M. AND ANNOUNCED A QUORUM PRESENT.**
- 2. MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND DELIVERED THE INVOCATION.**
- 3. ITEMS OF INTEREST/COMMUNICATIONS**
 - July 2, 2026, America's 250th Celebration recap
 - July 18, 2026, First Day to file for a place on the ballot for the November 3, 2026, Election
- 4. CITIZENS COMMENTS**

City of Lavon resident Erika Jones provided comments.
- 5. CONSENT AGENDA**
 - A. Approve the minutes of the June 16, 2026, meeting.**
 - B. Approve Resolution No. 2026-07-01 approving and authorizing execution of a Contract Amendment to the Interlocal Jail Services Agreement with Collin County for jail services for a one (1) year period from October 1, 2026, to September 30, 2027; and providing for an effective date.**
 - C. Approve Resolution No. 2026-07-02 approving and authorizing execution of a License Agreement with Elevon Homeowners Association, Inc. regarding maintenance and liability relating to encroachments in the public right of way in Elevon Parkway in the Elevon, Section 3 - Phase 3A1 Addition.**
 - D. Approve the acceptance of the public infrastructure for the Elevon, Section 3, Phase 3B-1 Addition.**
 - E. Approve the preliminary plat of the Flex Industrial Park Addition consisting of three commercial lots on 30.039 acres out of the Drury Anglin Survey, Abstract No. 2, north of and adjacent to 17253 FM 2755 in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas (CCAD Property IDs 2582051 and 2582052), subject to the final approval of the city engineer.**
 - F. Approve the replat of Lots 1, 2, and 3 to form Lots 1R and 2R, Block F, Lake Breeze Estates Addition, consisting of 3 acres southwest of the intersection of Oak St. and SH 78 and southeast of the intersection of Oak St. and Cedar St., City of Lavon, Collin County, Texas, (CCAD Parcel IDs 2918090, 2918091, and 2918092), subject to final approval of the planner.**
 - G. Approve the final plat of the Hillstead Phase 2B-1 Addition consisting of 44 residential lots and 4 non-residential lots on 17.49 acres in the William T. Howard Survey, Abstract No. 370, previously approved as part of Hillstead Phase 2B Addition, southwest of the intersection of CR**

484 and CR 483 in Collin County MUD No. 5 in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, (CCAD Property ID 2950997), subject to final approval of the city engineer and planner.

- H. Approve the final plat of the Hillstead Phase 2B-2 Addition consisting of 96 residential lots and 4 non-residential lots on 25.243 acres in the William T. Howard Survey, Abstract No. 370, the Drury Anglin Survey, Abstract No. 2, the J. Strickland Survey, Abstract No. 794, and the CI CO Survey, Abstract No. 1051, previously approved as part of Hillstead Phase 2B Addition, southwest of the intersection of CR 484 and CR 483 in Collin County MUD No. 5 in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, (CCAD Property ID 2950997), subject to final approval of the city engineer and planner.
- I. Approve the final plat of the 205-78 Addition, Lot 1 consisting of a commercial lot on 2.414 acres out of the W.A.S. Bohannon Survey, Abstract No. 121, situated west of the intersection of SH 78 and SH 205 and north and east of Grand Heritage - West C Addition, City of Lavon, Collin County, Texas, (CCAD Property IDs 2675083 and 2826863), subject to the city engineer's and planner's final approval.
- J. Approve the final plat of Elevon, Section 3, Phase 3B-2 Addition consisting of 107 residential lots and 1 common area lot on 21.8 acres out of the Samuel M. Rainer Survey, Abstract 740, situated northeast of the intersection of CR 541 and Noble Grove, east of Section 3B-1, and south of Elevon Parkway, City of Lavon, Collin County, Texas. (CCAD Property ID 2966317).

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: SHEPARD

SECONDED: COOK

APPROVED: UNANIMOUS

6. ITEMS FOR CONSIDERATION

- A. Public hearing, discussion and action regarding an application for a conditional use permit to construct a second accessory structure of 1,000 sq ft in area, that is 350 square feet greater than permitted at 246 Shoreview on Lot 3, Block D of the Bently Farms, Phase 2 Addition, City of Lavon, Texas, (CCAD Property ID 2132750).

Presentation of proposed application.

Kim Dobbs, City Manager, presented slides for reference. Patricio Castro, the applicant's representative and applicant Scott West provided details including the concrete foundation plan and the plan for no electrical or plumbing in the shell building.

PUBLIC HEARING to receive comments regarding the proposed application.

At 6:45 p.m. Mayor Sanson opened the public hearing and invited comments for or against the application. There being no comments, Mayor Sanson closed the public hearing at 6:45 p.m.

Discussion and action regarding the proposed application and accompanying Ordinance.

Ms. Dobbs noted that the requisite notice was published in the newspaper and online, and that thirteen (13) notices were mailed to residents living within 200 ft. of the property with one (1) was returned in favor and none in opposition.

MOTION: APPROVE ORDINANCE NO. 2026-07-01 APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT TO CONSTRUCT A SECOND ACCESSORY STRUCTURE OF 1,000 SQ FT IN AREA, THAT IS 350 SQUARE FEET GREATER THAN PERMITTED AT 246 SHOREVIEW ON LOT 3, BLOCK D OF THE BENTLY FARMS, PHASE 2 ADDITION, CITY OF LAVON, TEXAS.

MOTION MADE: COOK

SECONDED: HEDGE

APPROVED: UNANIMOUS

- B. Public hearing, discussion and regarding an application to amend Article 9.03 Zoning Ordinance to change the zoning from Retail (R) to Planned Development (PD) to allow a drive-through-only oil change and minor maintenance automobile service establishment on a proposed 0.783-acre portion of Lot 2, Block 1 of the Lavon 7-Eleven Addition, at 963 S. SH 78 situated northeast of the intersection of SH 78 and SH 205, City of Lavon, Collin County, Texas, (CCAD Property ID 2796752).**

Presentation of proposed application.

Ms. Dobbs noted there was no report from the Planning and Zoning Commission and relayed the applicant's request to continue the public hearing.

PUBLIC HEARING to receive comments regarding the proposed application.

At 6:48 p.m. Mayor Sanson opened the public hearing and continued it to a meeting scheduled on August 4, 2026, beginning at 6:30 p.m.

- C. Public hearing, discussion and action regarding an amendment to Article 9.03 Zoning Ordinance Division 2 "Districts and Zoning District Map" Section 9.03.032 "Permitted use table" generally to amend uses and minimum parking requirements; an amendment to Division 2 "Districts and Zoning District Map" Section 9.03.034 "Amendments to the official zoning ordinance and zoning district map" generally to amend the property notification sign requirements; an amendment to Division 3 "Definitions" Section 9.03.061 "General" generally to amend use definitions; an amendment to Division 4 "Regulations Applicable to All Districts" Section 9.03.085 "Home occupation/home based business" generally to amend home occupation/home based business standards; an amendment to Division 4 "Regulations Applicable to All Districts" generally to establish farmers market standards; an amendment to Division 6 "Regulations Applicable to Mixed Use and Nonresidential Districts" Section 9.03.135 "Dumpster regulations" generally to amend dumpster standards; an amendment to Division 7 "Site Plan Requirements" Section 9.03.156 "Term of the approved site plan" generally to amend the expiration period of site plans; and an amendment to Division 8 "Off-Street Parking and Loading Regulations" Section 9.03.175 "Off-street loading space requirements".**

Presentation of proposed application.

Abra Nusser, LJA Engineering, AICP, presented information regarding the proposed amendments.

PUBLIC HEARING to receive comments regarding the proposed amendments.

At 6:58 p.m. Mayor Sanson opened the public hearing and invited comments for or against the amendments. There being no comments, Mayor Sanson closed the public hearing at 6:58 p.m.

Discussion and action regarding the proposed amendments and accompanying Ordinance.

MOTION: APPROVE ORDINANCE NO. 2026-07-02 AMENDING ARTICLE 9.03 ZONING ORDINANCE DIVISION 2 "DISTRICTS AND ZONING DISTRICT MAP" SECTION 9.03.032 "PERMITTED USE TABLE" GENERALLY TO AMEND USES AND MINIMUM PARKING REQUIREMENTS; AN AMENDMENT TO DIVISION 2 "DISTRICTS AND ZONING DISTRICT MAP" SECTION 9.03.034 "AMENDMENTS TO THE OFFICIAL ZONING ORDINANCE AND ZONING DISTRICT MAP" GENERALLY TO AMEND THE PROPERTY NOTIFICATION SIGN REQUIREMENTS; AN AMENDMENT TO DIVISION 3 "DEFINITIONS" SECTION 9.03.061 "GENERAL" GENERALLY TO AMEND USE DEFINITIONS; AN AMENDMENT TO DIVISION 4 "REGULATIONS APPLICABLE TO ALL DISTRICTS" SECTION 9.03.085 "HOME OCCUPATION/HOME BASED BUSINESS" GENERALLY TO AMEND HOME OCCUPATION/HOME BASED BUSINESS STANDARDS; AN AMENDMENT TO DIVISION 4 "REGULATIONS APPLICABLE TO ALL DISTRICTS" GENERALLY TO ESTABLISH FARMERS MARKET STANDARDS; AN AMENDMENT TO DIVISION 6 "REGULATIONS APPLICABLE TO MIXED USE AND NONRESIDENTIAL DISTRICTS" SECTION 9.03.135 "DUMPSTER REGULATIONS"

GENERALLY TO AMEND DUMPSTER STANDARDS; AN AMENDMENT TO DIVISION 7 “SITE PLAN REQUIREMENTS” SECTION 9.03.156 “TERM OF THE APPROVED SITE PLAN” GENERALLY TO AMEND THE EXPIRATION PERIOD OF SITE PLANS; AND AN AMENDMENT TO DIVISION 8 “OFF-STREET PARKING AND LOADING REGULATIONS” SECTION 9.03.175 “OFF-STREET LOADING SPACE REQUIREMENTS”.

MOTION MADE: COOK
SECONDED: JACOB
APPROVED: UNANIMOUS

- D. Public hearing, discussion and action regarding an amendment to Article 9.02 Subdivision Ordinance Division 1 “Generally” Section 9.02.004 “Procedure” generally to amend the expiration period of construction plans and to establish the expiration for final plats.**

Abra Nusser, LJA Engineering, AICP provided information regarding the proposed amendments.

PUBLIC HEARING to receive comments regarding the proposed amendment.

At 7:01 p.m. Mayor Sanson opened the public hearing and invited comments for or against the amendment. There being no comments, Mayor Sanson closed the public hearing at 7:01 p.m.

Discussion and action regarding the proposed amendment and accompanying Ordinance.

MOTION: APPROVE ORDINANCE NO. 2026-07-03 AMENDING ARTICLE 9.02 SUBDIVISION ORDINANCE DIVISION 1 “GENERALLY” SECTION 9.02.004 “PROCEDURE” GENERALLY TO AMEND THE EXPIRATION PERIOD OF CONSTRUCTION PLANS AND TO ESTABLISH THE EXPIRATION FOR FINAL PLATS.

MOTION MADE: COOK
SECONDED: DUMAS
APPROVED: UNANIMOUS

- E. Discussion and action regarding Ordinance No. 2026-07-04 amending the City’s Code of Ordinances, Chapter 4 “Building Regulations,” Article 4.05 “Signs,” Division 1 “Variances,” to refine the definitions and process and requirements for Flexibility and Relief Procedures.**

Abra Nusser, LJA Engineering, provided information regarding the proposed amendment to the Sign Ordinance.

MOTION: APPROVE ORDINANCE NO. 2026-07-04 AMENDING THE CITY’S CODE OF ORDINANCES, CHAPTER 4 “BUILDING REGULATIONS,” ARTICLE 4.05 “SIGNS,” DIVISION 1 “VARIANCES,” TO REFINE THE DEFINITIONS AND PROCESS AND REQUIREMENTS FOR FLEXIBILITY AND RELIEF PROCEDURES.

MOTION MADE: SHEPARD
SECONDED: COOK
APPROVED: UNANIMOUS

- F. Discussion and action regarding Resolution No. 2026-07-03 of the City of Lavon, Texas determining the costs of certain authorized improvements to be financed by the Heritage Public Improvement District No. 1 (Residential); approving a Preliminary Service and Assessment Plan, including a proposed Assessment Roll; calling a regular meeting and noticing a public hearing for July 21, 2026 to consider an ordinance levying assessments on property located within the Heritage Public Improvement District No. 1 (Residential); directing the filing of the proposed Assessment Roll with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto.**

Jaime Schulte, P3-Works, provided information regarding the Preliminary Service and Assessment Plan for the Heritage Public Improvement District No. 1 (Residential). Ms. Dobbs noted that the

Public Hearing would be scheduled for the July 21, 2026 City Council Meeting with appropriate notice published.

MOTION: APPROVE RESOLUTION NO. 2026-07-03 OF THE CITY OF LAVON, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL); APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED ASSESSMENT ROLL; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR JULY 21, 2026 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL); DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

MOTION MADE: DUMAS
SECONDED: SHEPARD
APPROVED: UNANIMOUS

- G. Discussion and action regarding Resolution No. 2026-07-04 approving and authorizing the appointment of deputy city attorneys to serve as the Municipal Court Prosecutor, execution of an Attorney Employment Agreement for Municipal Prosecutor, and providing an effective date.**

Ms. Dobbs provided information regarding the Lavon Municipal Court Prosecutor employment agreement.

MOTION: APPROVE RESOLUTION NO. 2026-07-04 APPROVING AND AUTHORIZING THE APPOINTMENT OF RAJISH JOSE, PAUL LISTON, AND JEFFREY BELTZ AS DEPUTY CITY ATTORNEYS TO SERVE AS THE MUNICIPAL COURT PROSECUTOR, EXECUTION OF AN ATTORNEY EMPLOYMENT AGREEMENT FOR MUNICIPAL PROSECUTOR, AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: COOK
SECONDED: DUMAS
APPROVED: UNANIMOUS

- H. Discussion and action regarding nominations for the Board of Trustees of the Texas Municipal League (TML) Intergovernmental Risk Pool.**

No action was taken.

- I. Discussion and action regarding an election for creation of a Municipal Development District primarily comprised of non-residential properties adjacent to SH 205, SH 78, and FM 2755.**

The City Council discussed an election for the creation of a Municipal Development District and directed staff to bring the item back on the July 21, 2026 Meeting.

- J. Discussion and action regarding Ordinance No. 2026-07-05 adopting rules and regulations related to amending Article 5.02 “Peddlers and Solicitors”; providing for publication and an effective date; providing severability, repealer and savings clauses; and finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law.**

Police Chief Mike Jones presented information regarding the update to the rules and regulations regarding Peddlers and Solicitors, noting the regulations were developed in response to residents’ complaints regarding solicitors coming to their homes after dark and to address minors applying for permits.

MOTION: APPROVE ORDINANCE NO. 2026-07-05 ADOPTING RULES AND REGULATIONS RELATED TO AMENDING ARTICLE 5.02 “PEDDLERS AND

SOLICITORS”; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

MOTION MADE: SHEPARD

SECONDED: JACOB

APPROVED: UNANIMOUS

- K. Discussion and action regarding Ordinance No. 2026-07-06 adopting rules and regulations related to adding Article 7.05 Prohibiting Public Urination and Defecation; providing for publication and an effective date; providing severability, repealer and savings clauses; and finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law.**

Chief Jones provided information regarding the proposed Ordinance, noting that a change in state law prompted the need for a local ordinance.

MOTION: APPROVE ORDINANCE NO. 2026-07-06 ADOPTING RULES AND REGULATIONS RELATED TO ADDING ARTICLE 7.05 PROHIBITING PUBLIC URINATION AND DEFECATION; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW

MOTION MADE: DUMAS

SECONDED: SHEPARD

APPROVED: UNANIMOUS

- L. Discussion and action regarding Ordinance No. 2026-07-07 adopting rules and regulations related to adding Article 8.10 Prohibiting Interference with City Employees; providing for publication and an effective date; providing severability, repealer and savings clauses; and finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law.**

Chief Jones provided information regarding the proposed Ordinance prohibiting interference with city employees, most commonly first responders and public works personnel in the course of their work.

MOTION: APPROVE ORDINANCE NO. 2026-07-07 ADOPTING RULES AND REGULATIONS RELATED TO ADDING ARTICLE 8.10 PROHIBITING INTERFERENCE WITH CITY EMPLOYEES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

MOTION MADE: COOK

SECONDED: DUMAS

APPROVED: UNANIMOUS

- M. Discussion and action regarding Ordinance No. 2026-07-08 adopting rules and regulations related to adding Article 8.11 Prohibiting Gate Crashing; providing for publication and an effective date; providing severability, repealer and savings clauses; and finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law.**

Chief Jones provided information regarding the proposed prohibition of Gate Crashing, or trespassing in restricted areas.

MOTION: APPROVE ORDINANCE NO. 2026-07-08 ADOPTING RULES AND REGULATIONS RELATED TO ADDING ARTICLE 8.11 PROHIBITING GATE CRASHING; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

MOTION MADE: COOK
SECONDED: JACOB
APPROVED: UNANIMOUS

7. BUDGET INTRODUCTION AND DISCUSSION

Controller Patty Parks provided an overview of the budget goals and objectives as identified in the Strategic Plan noting budget priorities, new regulatory requirements, budget calendar, anticipated commitments, status of tax rate, status of fee schedule, status of Capital Improvements Plan (CIP).

8. EXECUTIVE SESSION

At 7:48 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council recessed into Executive Session (closed meeting) to discuss the following pursuant to Section 551.087 (2) to deliberate the offers of a financial or other incentive to business prospects described by Subdivision (1) regarding the retail projects White Feather, Chalkboard 27, Ignite, and Pathways in proximity to SH 78.

9. RECONVENE FROM EXECUTIVE SESSION

In accordance with the Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the regular meeting at 8:15 p.m., and stated that no action was taken in the executive session

A. Discussion and action regarding an agreement pertaining to the Ignite project.

MOTION: APPROVE A CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH WAL-MART REAL ESTATE BUSINESS TRUST.

MOTION MADE: COOK
SECONDED: SHEPARD
APPROVED: UNANIMOUS

10. SET FUTURE MEETINGS AND AGENDA

July 21, 2026 – Regular Meeting

July 22, 2026 – Data Center Informational Meeting from 6:00-8:00 pm

August 4, 2026 – Regular Meeting and Budget Public Hearing

11. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 8:16 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 21st day of July 2026.

ATTEST:

Vicki Sanson, Mayor

Rae Norton, City Secretary



CITY OF LAVON Agenda Brief

MEETING: July 21, 2026

ITEM: 5 – B

Item:

CONSENT AGENDA

Approve acceptance of the public infrastructure for the Elevon, Section 3, Phase 3A-1 addition.

Background:

The developer of the Elevon Section 3, Phase 3A-1 Addition has completed construction of the public infrastructure improvements. The Code of Ordinances provides that prior to recording a final plat the City Council will accept the dedication of the public infrastructure.

Code Excerpt

City of Lavon Code of Ordinances

Article 9.02 Subdivision Ordinance

Section 9.02.006 Record Drawings (as-built plans)

Prior to the acceptance of the subdivision and within thirty (30) days of the completion of the subdivision, the engineer for the developer shall submit to the City a complete set of reproducible construction drawings twenty-four by thirty-six inches (24" x 36") of the paving, drainage, water and sanitary sewer improvements with all changes made in the plans during construction and containing on each sheet and [an] "As Built" stamp bearing the signature of the engineer and the date.

Within ten (10) days of the receipt of the "record drawings," the City Engineer shall make a recommendation for acceptance or non-acceptance of the subdivision to the City Council and a determination of review cost and the receipt of the required maintenance bond.

No final acceptance of the subdivision will be made by the City Council until these requirements have been made to the satisfaction of the City.

The City Engineer has inspected and recommended acceptance of the subdivision infrastructure.

Staff Notes:

Acceptance of the dedication of infrastructure is recommended per the City Engineer's letter.

Attachments:

- 1) City Engineer Letter
- 2) Final Plat

July 15, 2026

Ms. Kim Dobbs
City of Lavon
120 School Road
Lavon, TX 75166

Re: Elevon Section 3, Phase 3A-1
Final Acceptance

Dear Ms. Dobbs:

On Wednesday July 1, 2026, a final walkthrough of the Development was conducted with representatives of the Developer, Contractor, Development Engineer, City Inspector and City Engineer. A "punch list" was created to identify items that required completion prior to final acceptance.

All punch list items have been satisfactorily addressed.

All Maintenance bonds have been provided.

A copy of Nevada SUD acceptance has been provided (see attached).

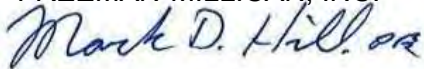
A copy of Record Drawings has been provided.

We recommend acceptance of Elevon Section 3, Phase 3A-1.

The 2-year Maintenance Warranty period will commence upon acceptance of the Development.

If there are any questions, please contact me at 214-503-0555 x115 or by email at mdhill@fmi-dallas.com.

Sincerely,
FREEMAN-MILLICAN, INC.



Mark D. Hill, P.E.
Consulting City Engineer

Attachments

Cc: David Carter, Matt Policano

F:\17024 - LAV General Servies\9 - Review\Elevon\Section 3\Section 3A\3A-1\Elevon Ph 3, Sec 3A-1 - Final Acceptance.docx



July 13, 2026

Blue Star Utilities LLC
2600 Chambers St
Venus, Texas 76084
(817) 539-9950

RE: "Acceptance Letter"

Blue Star Utilities,

This letter is to certify that:

Nevada Special Utility District has inspected and approved the "Improvement to Public Water" project hereby known as Elevon Section 3 Phase 3A-1. Therefore, Nevada Special Utility District accepts and takes ownership of the said waterline.

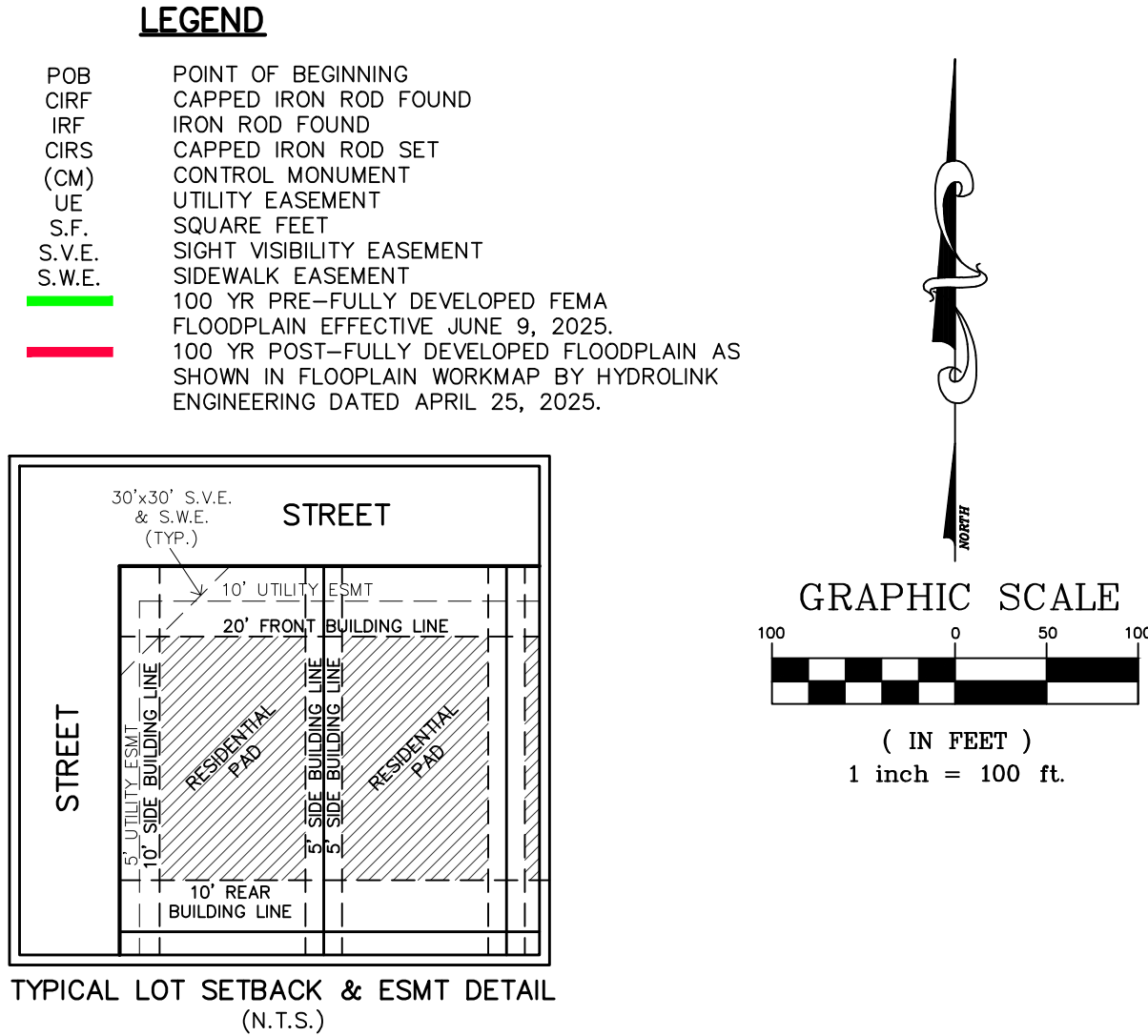
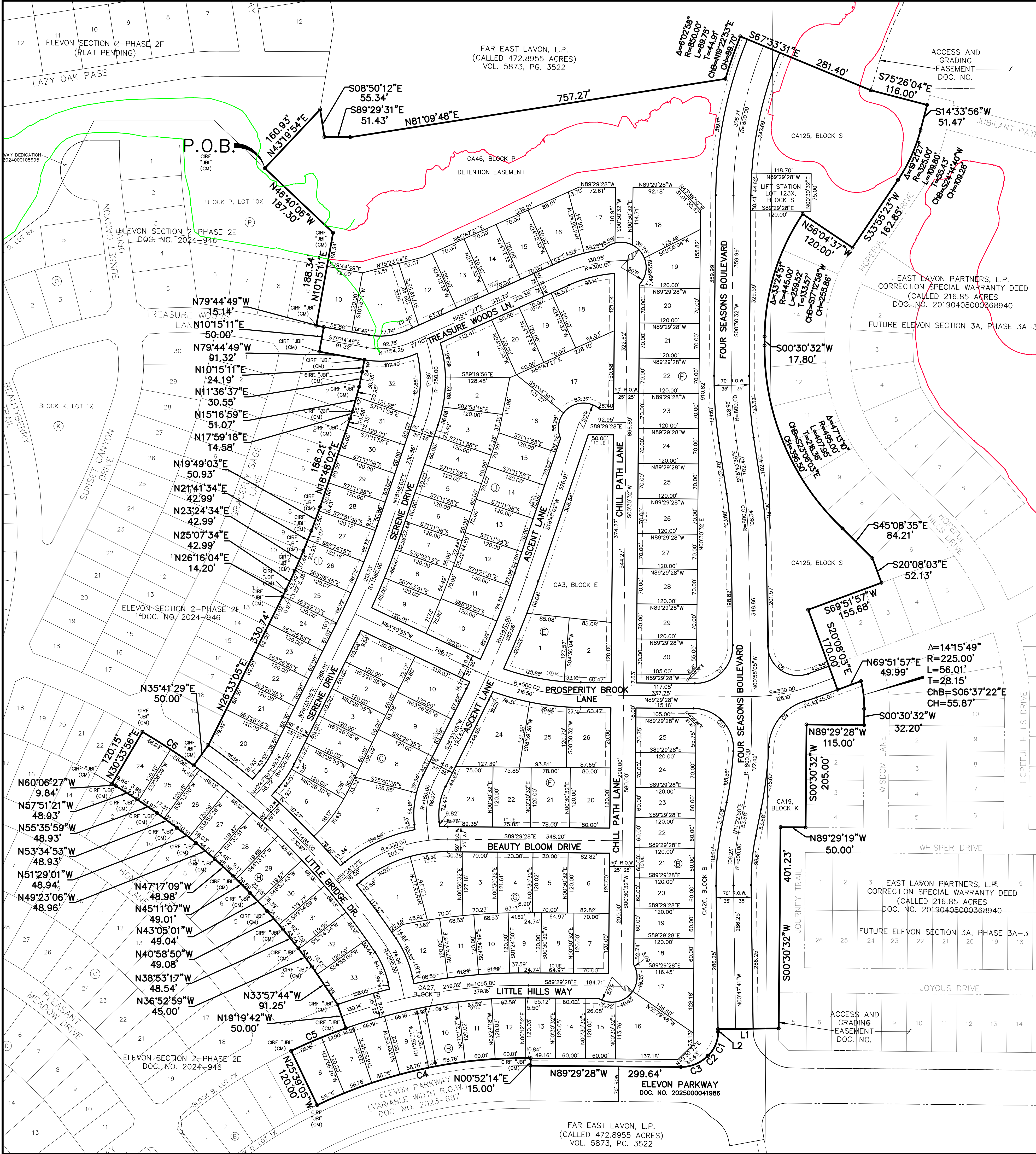
The above-mentioned waterline improvement project is located on the north side of County Road 541 east of FM 540 in Lavon Texas located in Collin County. The said waterlines are located within the certificated service area (CCN # 12175) of Nevada Special Utility District.

As per Nevada Special Utility District guidelines, this "acceptance" letter is specific in nature to the stated section of Elevon Section 3 Phase 3A-1 listed above. This letter can be forwarded to the appropriate officials as it may be necessary for the city/ developer/ contractor to complete their agreements/ requirements.

If there are any questions or concerns, please let me know.

Sincerely,

Johnny Rudisill
Johnny Rudisill
General Manager



LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES
B-6	7,497	0.172	C-7	20,059	0.460	H-24	7,734	0.178	J-3	8,687	0.199	P-17	9,774	0.224
B-7	7,497	0.172	C-8	11,221	0.258	H-25	7,994	0.184	J-4	7,200	0.165	P-18	14,399	0.331
B-8	7,498	0.172	C-9	10,053	0.231	H-26	7,846	0.180	J-5	7,200	0.165	P-19	9,877	0.227
B-9	7,498	0.172	C-10	9,731	0.223	H-27	7,839	0.180	J-6	7,200	0.165	P-20	8,400	0.193
B-10	7,498	0.172	E-1	12,963	0.298	H-28	7,833	0.180	J-7	7,346	0.169	P-21	8,400	0.193
B-11	7,658	0.176	E-2	11,078	0.254	H-29	7,830	0.180	J-8	7,470	0.171	P-22	8,400	0.193
B-12	7,658	0.176	F-20	9,600	0.220	H-30	7,826	0.180	J-9	8,204	0.188	P-23	8,400	0.193
B-13	7,240	0.166	F-21	9,360	0.215	H-31	7,821	0.180	J-10	9,530	0.219	P-24	8,400	0.193
B-14	7,203	0.165	F-22	9,102	0.209	H-32	7,821	0.180	J-11	8,693	0.200	P-25	8,400	0.193
B-15	7,025	0.161	F-23	11,729	0.269	H-33	10,548	0.242	J-12	8,506	0.195	P-26	8,400	0.193
B-16	14,995	0.344	F-24	14,454	0.332	I-20	10,618	0.244	J-13	8,400	0.193	P-27	8,400	0.193
B-17	10,300	0.236	F-25	10,519	0.241	I-21	7,956	0.183	J-14	8,400	0.193	P-28	8,400	0.193
B-18	7,186	0.165	F-26	10,524	0.242	I-22	7,440	0.171	J-15	8,400	0.193	P-29	8,400	0.193
B-19	7,200	0.165	G-1	12,094	0.278	I-23	7,440	0.171	J-16	12,101	0.278	P-30	8,288	0.190
B-20	7,200	0.165	G-2	11,486	0.264	I-24	7,444	0.171	J-17	18,491	0.425	S-123X	8,981	0.206
B-21	7,200	0.165	G-3	8,684	0.199	I-25	7,702	0.177	J-18	12,837	0.295			
B-22	7,200	0.165	G-4	8,434	0.194	I-26	7,705	0.177	J-19	8,400	0.193			
B-23	7,200	0.165	G-5	8,400	0.193	I-27	7,706	0.177	J-20	7,200	0.165			
B-24	8,400	0.193	G-6	9,938	0.228	I-28	7,158	0.164	P-10	8,640	0.198			
C-1	8,505	0.195	G-7	8,400	0.193	I-29	7,200	0.165	P-11	13,755	0.316			
C-2	7,200	0.165	G-8	7,797	0.179	I-30	7,200	0.165	P-12	9,409	0.216			
C-3	7,200	0.165	G-9	7,721	0.177	I-31	7,236	0.166	P-13	8,400	0.193			
C-4	7,200	0.165	G-10	7,825	0.180	I-32	11,318	0.260	P-14	8,400	0.193			
C-5	7,552	0.173	G-11	7,825	0.180	J-1	11,853	0.272	P-15	8,400	0.193			
C-6	9,592	0.220	G-12	9,558	0.219	J-2	8,241	0.189	P-16	9,426	0.216			

COMMON AREA LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
B-CA26	43,624	1.001
B-CA27	1,924	0.044
E-CA3	40,398	0.927
K-CA19	47,858	1.099
P-CA46	241,589	5.546
S-CA125	157,640	3.619

CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	47°02'19"	64.50'	52.95'	28.07'	S22°43'29"W	51.48'
C2	1°09'17"	81.50'	1.64'	0.82'	S45°40'00"W	1.64'
C3	45°25'11"	74.50'	59.06'	31.18'	S67°47'57"W	57.52'
C4	26°31'19"	950.00'	439.75'	223.89'	S77°36'35"W	435.83'
C5	6°19'23"	1070.00'	118.08'	59.10'	N67°30'37"E	118.02'
C6	5°07'33"	1365.00'	122.12'	61.10'	S56°52'18"E	122.08'
C7	91°28'38"	75.00'	119.74'	76.96'	N44°46'14"E	107.42'
C8	109°09'57"	60.00'	114.32'	84.38'	S55°33'04"E	97.79'
C9	70°50'20"	100.00'	123.64'	71.12'	S38°10'37"W	115.91'
C10	93°06'55"	80.00'	130.01'	84.47'	N42°56'00"W	116.17'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°12'19"W	121.03'
L2	S0°47'41"E	5.00'

FINAL PLAT
ELEVON SECTION 3A
PHASE 3A-1

115 RESIDENTIAL LOTS
1 LIFT STATION LOT
6 COMMON AREAS

BEING 46.850 ACRES OUT OF
THE SAMUEL M. RAINER SURVEY, ABSTRACT NUMBER 740

CITY OF LAVON ETJ,
COLLIN COUNTY, TEXAS

Far East Lavon, LP.	OWNER
2101 Cedar Springs Road, Suite 600 Dallas, Texas 75201	(214) 880-8434
East Lavon Partners, LP.	OWNER
2101 Cedar Springs Road, Suite 600 Dallas, Texas 75201	(214) 880-8434
K. Hovnanian Homes-DFW, LLC.	DEVELOPER
5808 W. Plano Parkway Plano, Texas 75093 Contact: Michael Dewers	(469) 737-1425
JB PARTNERS, INC.	SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 Carrollton, Texas 75006 TBPE No. F-438 TBPLS No. 10076000	(972) 248-7676
Date: June 3, 2025	

LEGAL DESCRIPTION

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being part of that called 216.85 acre tract of land described in deed to East Lavon, L.P., as recorded in Document Number 20190408000368940, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped "JBI" found in the east line of Lot 10X, Block P, Elevon Section 2-Phase 2E, as recorded in Document Number 2024-946, Official Public Records of Collin County, Texas;

THENCE North 43 degrees 19 minutes 54 seconds East, 160.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 08 degrees 50 minutes 12 seconds East, 55.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 29 minutes 31 seconds East, 51.43 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 81 degrees 09 minutes 48 seconds East, 757.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 89.75 feet along a curve to the right, having a central angle of 06 degrees 02 minutes 58 seconds, a radius of 850.00 feet, a tangent of 44.91 feet, and whose chord bears North 19 degrees 22 minutes 53 seconds East, 89.70 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 67 degrees 33 minutes 31 seconds East, 281.40 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 75 degrees 26 minutes 04 seconds East, 116.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 14 degrees 33 minutes 56 seconds West, 51.47 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 109.80 feet along a curve to the right, having a central angle of 19 degrees 21 minutes 27 seconds, a radius of 325.00 feet, a tangent of 55.43 feet, and whose chord bears South 24 degrees 14 minutes 40 seconds West, 109.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 55 minutes 23 seconds West, 162.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 56 degrees 04 minutes 37 seconds West, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 259.52 feet along a curve to the left, having a central angle of 33 degrees 24 minutes 51 seconds, a radius of 445.00 feet, a tangent of 133.57 feet, and whose chord bears South 17 degrees 12 minutes 58 seconds West, 255.86 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 30 minutes 32 seconds West, 17.80 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 407.95 feet along a curve to the left, having a central angle of 47 degrees 13 minutes 10 seconds, a radius of 495.00 feet, a tangent of 216.36 feet, and whose chord bears South 23 degrees 06 minutes 03 seconds East, 396.50 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 08 minutes 35 seconds East, 84.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 20 degrees 08 minutes 03 seconds East, 52.13 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 69 degrees 51 minutes 57 seconds West, 155.68 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 20 degrees 08 minutes 03 seconds East, 170.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 69 degrees 51 minutes 57 seconds East, 49.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 56.01 feet along a curve to the left, having a central angle of 14 degrees 15 minutes 49 seconds, a radius of 225.00 feet, a tangent of 28.15 feet, and whose chord bears South 06 degrees 37 minutes 22 seconds East, 55.87 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 30 minutes 32 seconds West, 32.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 29 minutes 28 seconds West, 115.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 30 minutes 32 seconds West, 205.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 29 minutes 19 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 30 minutes 32 seconds West, 401.23 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 12 minutes 19 seconds West, 121.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the north line of a right-of-way dedication to the City of Lavon, as recorded in Document Number 2025000041986, Official Public Records of Collin County, Texas;

THENCE along the north line of said right-of-way dedication as follows:
South 00 degrees 47 minutes 41 seconds East, 5.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southwesterly, 52.95 feet along a curve to the right, having a central angle of 47 degrees 02 minutes 19 seconds, a radius of 64.50 feet, a tangent of 28.07 feet, and whose chord bears South 22 degrees 43 minutes 29 seconds West, 51.48 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southwesterly, 1.64 feet along a curve to the right, having a central angle of 01 degree 09 minutes 17 second, a radius of 81.50 feet, a tangent of 1.64 feet, and whose chord bears South 45 degrees 40 minutes 00 seconds West, 1.64 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southwesterly, 59.06 feet along a curve to the right, having a central angle of 45 degrees 25 minutes 11 seconds, a radius of 74.50 feet, a tangent of 31.18 feet, and whose chord bears South 67 degrees 47 minutes 57 seconds West, 57.52 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
North 89 degrees 29 minutes 28 seconds West, 299.64 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the north right-of-way line of Elevon Parkway, a variable width right-of-way as recorded in Document Number 2023-687, Official Public Records of Collin County, Texas, said point being the east line of said Elevon Section 2-Phase 2E;

THENCE along the east line of said Elevon Section 2-Phase 2E as follows:
North 00 degrees 52 minutes 14 seconds East, 15.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
Southwesterly, 439.75 feet along a curve to the left, having a central angle of 26 degrees 31 minutes 19 seconds, a radius of 950.00 feet, a tangent of 223.89 feet, and whose chord bears South 77 degrees 36 minutes 35 seconds West, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 25 degrees 39 minutes 05 seconds West, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
Northeasterly, 118.08 feet along a curve to the right, having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1070.00 feet, a tangent of 59.10 feet, and whose chord bears North 67 degrees 30 minutes 37 seconds East, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 19 degrees 19 minutes 42 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 33 degrees 57 minutes 44 seconds West, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 36 degrees 52 minutes 59 seconds West, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 38 degrees 53 minutes 17 seconds West, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 40 degrees 58 minutes 50 seconds West, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 43 degrees 05 minutes 01 second West, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 45 degrees 11 minutes 07 seconds West, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 47 degrees 17 minutes 09 seconds West, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 49 degrees 23 minutes 06 seconds West, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 51 degrees 29 minutes 01 second West, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 53 degrees 34 minutes 53 seconds West, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 55 degrees 35 minutes 59 seconds West, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 57 degrees 51 minutes 21 seconds West, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 60 degrees 06 minutes 27 seconds West, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 30 degrees 33 minutes 56 seconds East, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
Southeasterly, 122.12 feet along a curve to the right, having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears South 56 degrees 52 minutes 18 seconds East, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

LEGAL DESCRIPTION CONTINUED

North 35 degrees 41 minutes 29 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 26 degrees 33 minutes 05 seconds East, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 26 degrees 16 minutes 04 seconds East, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 25 degrees 07 minutes 34 seconds East, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 23 degrees 24 minutes 34 seconds East, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 21 degrees 41 minutes 34 seconds East, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 19 degrees 49 minutes 03 seconds East, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 18 degrees 48 minutes 02 seconds East, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 17 degrees 59 minutes 18 seconds East, 14.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 15 degrees 16 minutes 59 seconds East, 51.07 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 11 degrees 36 minutes 37 seconds East, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 10 degrees 15 minutes 11 seconds East, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 79 degrees 44 minutes 49 seconds West, 91.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 10 degrees 15 minutes 11 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 79 degrees 44 minutes 49 seconds West, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 10 degrees 15 minutes 11 seconds East, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;
North 46 degrees 40 minutes 06 seconds West, 187.30 feet to the POINT OF BEGINNING and containing 2,040,804 square feet or 46.850 acres of land.

BASIS OF BEARING:
The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

That **FAR EAST LAVON, L.P. and EAST LAVON PARTNERS, L.P.**, acting herein by and through its duly-authorized officers, does hereby adopt this plat designating the herein above described property as **ELEVON SECTION 3A, PHASE 3A-1**, an addition to the City of Lavon ETJ, Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys, and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances, except as shown herein. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same, unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Lavon use thereof. The City of Lavon and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements and the City of Lavon or any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

FAR EAST LAVON, L.P. and EAST LAVON PARTNERS, L.P., does hereby bind itself, its successors and assigns to forever warrant and defend, all and singular, the above-described streets, alleys, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lavon.

WITNESS MY HAND THIS _____ DAY OF _____, 2025.

FAR EAST LAVON, L.P. and EAST LAVON PARTNERS, L.P

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated..

Given under my hand and seal of office, this _____ day of _____, 2025.

Notary Signature

SURVEYOR'S CERTIFICATE: §

KNOW ALL MEN BY THESE PRESENTS:

That I, Mark W. Harp, RPLS, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Lavon.

Dated this the _____ day of _____, 2025.

Mark W. Harp, R.P.L.S. No. 6425

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark W. Harp, Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public in and for the State of Texas

Recommended for Approval:

Date: _____

Chairman, Planning and Zoning Commission

City of Lavon, Texas

Approved for Construction:

Mayor, City of Lavon, Texas

Accepted:

Date: _____

Mayor, City of Lavon, Texas

The undersigned, the city secretary of the City of Lavon, Texas, hereby certifies that the foregoing final plat of the Elevon Section 3A-Phase 3A-1 subdivision or addition to the City of Lavon was submitted to the city council on the _____ day of _____, 20____ and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines as shown and set forth in and upon said plat and said council further authorized the mayor to note the acceptance thereof by signing his or her name as here in above subscribed.

Witness my hand this _____ day of _____, AD, 20____.

City Secretary, City of Lavon, Texas

FINAL PLAT

ELEVON SECTION 3A

PHASE 3A-1

115 RESIDENTIAL LOTS

1 LIFT STATION LOT

6 COMMON AREAS

BEING 46.850 ACRES OUT OF

THE SAMUEL M. RAINER SURVEY, ABSTRACT NUMBER 740

CITY OF LAVON ETJ,

COLLIN COUNTY, TEXAS

Far East Lavon, LP.	OWNER
2101 Cedar Springs Road, Suite 600 Dallas, Texas 75201	(214) 880-8434
East Lavon Partners, LP.	OWNER
2101 Cedar Springs Road, Suite 600 Plano, Texas 75201	(214) 880-8434
K. Hovnanian Homes-DFW, LLC.	DEVELOPER
5808 W. Plano Parkway Plano, Texas 75093 Contact: Michael Dewers	(469) 737-1425
JBI PARTNERS, INC.	SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 Carrollton, Texas 75006 TBPE No. F-438 TBPLS No. 10076000	(972) 248-7676
Date: June 3, 2025	Sheet 2 of 2



CITY OF LAVON

Agenda Brief

MEETING: July 21, 2026

ITEM: 6 – A

Item:

Public hearing, discussion, and action regarding an ordinance of the City Council of the City of Lavon, Texas accepting and approving an Amended and Restated Service and Assessment Plan and Assessment Roll for the Heritage Public Improvement District No. 1 (Residential); making a finding of special benefit to the property in the District; levying special assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability, and providing an effective date.

- 1) Presentation of proposed ordinance.
- 2) **PUBLIC HEARING** to receive comments regarding the proposed ordinance.
- 3) Discussion and action regarding the proposed ordinance.

Background:

On July 7, 2026, the City Council considered a Cost Determination Resolution and called a public hearing regarding the Amended and Restated Service and Assessment Plan (SAP) and Assessment Roll for the Heritage Public Improvement District No. 1 (Residential).

On October 28, 2004, the City Council approved a resolution creating the Heritage PID No. 1 (Residential) to finance specific public improvements for the benefit of the property. On March 13, 2020, the owners of certain real property delivered to the City of Lavon, Texas a petition to add certain land containing approximately 87.56 acres owned by the Petitioners to the Original District and on April 7, 2020, and May 5, 2020 the City Council authorized the addition of the land to the Heritage PID No. 1 (Residential) and authorized related improvements.

As of 2020, the City had levied and re-levied assessments for properties in the Heritage PID No. 1 (Residential) Zones 1, 2, 3, and 4. The owner has submitted a request for Zone 4, consisting of Bear Creek Phases 3-5 in Grand Heritage, to be developed in phases.

A 2026 Amended and Restated Preliminary Service and Assessment Plan has been prepared that sets forth the estimated total costs of the improvements, includes the proposed assessment rolls, and establishes the assessments to be levied against the property.

State law requires a public hearing be conducted and the proposed Resolution calls for a public hearing regarding the matters on July 21, 2026.

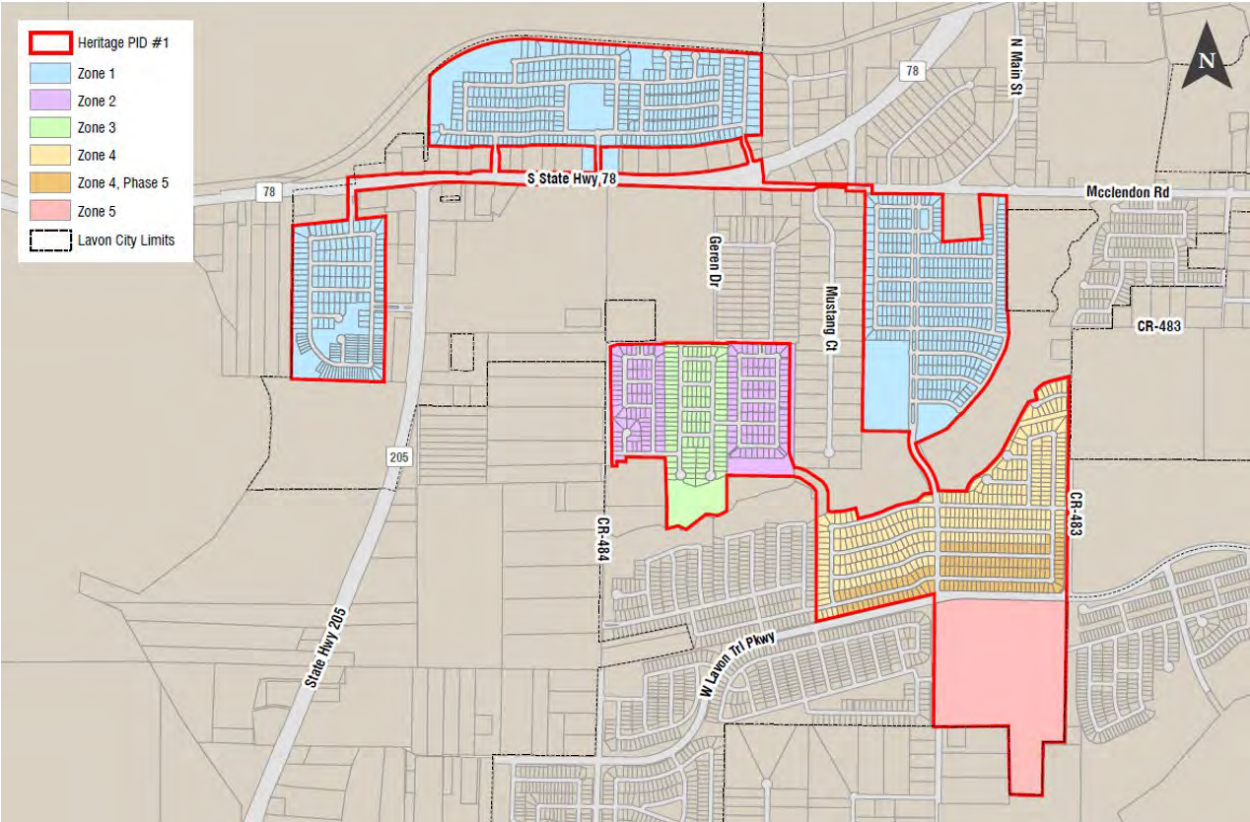
Staff Notes:

The city attorney and city's consulting teams have reviewed the proposed SAP and ordinance. Approval is recommended.

The City's PID administrator will be at the meeting to answer questions.

Attachment: 1) Location Exhibit
2) Proposed Ordinance and SAP

Heritage PID No. 1 (Residential)



CITY OF LAVON, TEXAS

ORDINANCE NO. 2026-07-09

Heritage PID No. 1 (Residential) – Amended SAP and Assessment Roll, Levy

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL); MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”) authorizes the governing body (the “City Council”) of the City of Lavon, Texas (the “City”) to create a public improvement district within the City or the extraterritorial jurisdiction of the City; and

WHEREAS, the City has previously created Heritage Public Improvement District No. 1 (Residential) (the “Original District”) pursuant to Resolution 2004-10-01 adopted on October 28, 2004 (the “Creation Resolution”), which Creation Resolution established the District containing approximately 434.171 acres (the “Original District Land”); and

WHEREAS, the initial Service and Assessment Plan has been amended and updated by annual service plan updates; and

WHEREAS, on March 13, 2020, the owners (the “Petitioners”) of certain real property delivered to the City of Lavon, Texas a petition (the “Petition”) to add certain land containing approximately 87.56 acres (the “Additional District Land”) owned by the Petitioners to the Original District; and

WHEREAS, on April 7, 2020 the City Council conducted a public hearing to consider the Petition; and

WHEREAS, on April 7, 2020, the City Council approved Resolution No. 2020-04-07 (the “Addition Resolution”), authorizing the addition of the Additional Land to the Original District and amending the boundaries of the Original District to include the Additional District Land (such area, containing the Original District Land and the Additional District Land being referred to herein as the “District”); and

WHEREAS, the City authorized the creation of the Original District to allow for financing the design, acquisition and construction of those improvements identified in the Creation Resolution (the “Initial Improvements”); and

WHEREAS, on April 7, 2020, the City Council approved Resolution No. 2020-04-07 authorizing the addition of the Additional District Land to finance certain other public improvements authorized by the Act for the benefit of the property within the Additional District Land (the “Additional Improvements”); and

WHEREAS, on May 5, 2020 the City Council conducted a public hearing to consider the advisability of additional public improvements to be constructed for the benefit of an approximately 92.267 acres of land included in the Original District known as “Bear Creek Phases 3-5” and the costs thereof (the “Bear Creek Improvements” and, together with the Initial Improvements and the Additional Improvements, the “Authorized Improvements”);

WHEREAS, on May 5, 2020, the City Council approved Resolution No. 2020-05-03 declaring the advisability of the Bear Creek Improvements, the costs of the Bear Creek Improvements, and addressing other matters as required by Section 372.009 of the Act; and

WHEREAS, assessments on the property within the areas of the District known as Zone 1 and Zone 2 were levied by the City under Ordinance No. 2006-06-11 approved by City Council on June 27, 2006 (the “2006 Assessment Ordinance”), with collection of the assessments commencing in 2017 and assessments were re-levied on the property within Zone 2 by the City under Ordinance No. 2020-05-03 approved by the City Council on May 19, 2020 (the “2020 Assessment Ordinance”) to ensure procedures required for the levy of assessments required under the Act had been complied with; and

WHEREAS, assessments on the property within the area of the District known as Zone 4 were levied by the City under the 2006 Assessment Ordinance, but such levy terminated as of December 31, 2012 in accordance with the 2006 Assessment Ordinance, and assessments were re-levied under the 2020 Assessment Ordinance in order to commence collection of assessments; and

WHEREAS, the 2020 Assessment Ordinance approved the 2020 Amended and Restated Service and Assessment Plan, re-levied the Zone 2 Assessments, levied the Zone 3 Assessments and re-levied Zone 4 Assessments to finance the Authorized Improvements to be constructed for the benefit of the Zone 2 Assessed Property, Zone 3 Assessed Property, and Zone 4 Assessed Property; and

WHEREAS, on July 7, 2026, the City Council adopted Resolution No. 2026-07-03 determining total costs of certain authorized public improvements, approving a preliminary amended and restated service and assessment plan, including proposed assessment roll for Zone 4 Phase 5 of the District, and directing the publication and mailing of notice of a public hearing (the “Assessment Hearing”) to consider an ordinance levying assessments on property within Zone 4 Phase 5 of the District (the “Assessments”); and

WHEREAS, the City Secretary filed the proposed Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Assessment Hearing to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Assessment Hearing on July 9, 2026 in *The Wylie News*, a newspaper of general circulation in the City; and

WHEREAS, the notice of the Assessment Hearing as published stated that the City Council conduct the Assessment Hearing at a regular meeting to commence at 6:30 p.m. on July 21, 2026; and

WHEREAS, the City Council convened the Assessment Hearing on July 21, 2026, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the Authorized Improvements to be undertaken for the benefit of property within the District, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the owners of 100% of the property subject to the proposed assessment within the District (the "Landowners") had actual knowledge of the Assessment Hearing to be held on July 21, 2026, and support the creation of the District and the levy of assessments against the property in accordance with the Amended and Restated Service and Assessment Plan to finance the Authorized Improvements for benefit of the property within the District; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Heritage Public Improvement District No. 1 (Residential) 2026 Amended and Restated Service and Assessment Plan dated July 21, 2026 (the "Amended and Restated Service and Assessment Plan"), attached as **Exhibit A** and incorporated as a part of this Ordinance for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Amended and Restated Service and Assessment Plan, including the Assessment Roll for Zone 4 Phase 5 of the District attached thereto as Exhibit J-1 (the "Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Amended and Restated Service and Assessment Plan, the allocation of the Actual Costs of the Authorized Improvements as described in the Amended and Restated Service and Assessment Plan, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, at the Assessment Hearing, the Landowners, or their representatives, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the levy of the Assessments against their property located within the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements

filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

WHEREAS, on May 19, 2020 by Ordinance 2020-05-03 the City Council approved the 2020 Amended and Restated Service and Assessment Plan dated May 19, 2020 which is to be replaced in its entirety by the Amended and Restated Service and Assessment Plan, which Amended and Restated Service and Assessment Plan includes updated assessment rolls for Zone 1, Zone 2, Zone 3, and Zone 4 of the District and updated annual budgets for improvements and constitutes the Annual Service Plan Update for 2026;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, THAT:

Section 1. **Terms.** Terms not otherwise defined herein are defined in the Amended and Restated Service and Assessment Plan.

Section 2. **Findings.**

The City Council hereby finds, determines, and ordains, as follows:

(a) The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct and are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section and constitute findings of the City Council acting in its discretionary, legislative capacity;

(b) All actions of the City in connection with the creation and establishment of the District, the addition of land to the District and the approval of this Ordinance: (i) have been taken and performed in compliance with the PID Act and all other applicable laws, policies, and procedures; (ii) have been taken and performed in a regular, proper and valid manners; and (iii) are approved and ratified;

(c) The apportionment of the Actual Costs of the Authorized Improvements for Zone 4 Phase 5, including specifically the Zone 4 Phase 5 Improvements (as reflected in the Amended and Restated Service and Assessment Plan, and the Annual Collection Costs pursuant to the Amended and Restated Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Amended and Restated Service and Assessment Plan, and is hereby approved;

(d) The Amended and Restated Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Authorized Improvements, and (iii) includes a copy of the notice form or forms required by Section 5.014 of the Texas Property Code, as amended;

(e) The Amended and Restated Service and Assessment Plan apportions the Actual Cost(s) of the Authorized Improvements for Zone 4 Phase 5 to be assessed against the property in Zone 4 Phase 5 in the District and such apportionment is made on the basis of special benefits accruing to the property because of such Authorized Improvements;

(f) All of the property being assessed in the amounts shown on Zone 4 Phase 5 Assessment Roll will be benefited by the projects proposed to be constructed as described in the Amended and Restated Service and Assessment Plan, and each assessed Parcel of Zone 4 Phase 5 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the projects within Zone 4 Phase 5;

(g) The method of apportionment of the Actual Costs of the Authorized Improvements and Annual Collection Costs set forth in the Amended and Restated Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Authorized Improvements and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(h) The Amended and Restated Service and Assessment Plan should be approved as the 2026 Annual Service Plan Update for the District as described in Section 372.013 and 372.014 of the PID Act;

(i) The Amended and Restated Service and Assessment Plan has been prepared on behalf of, presented to, and reviewed by the City Council and should be approved as the service plan and assessment plan for the District for all purposes as described in Sections 372.013 and 372.014 of the PID Act;

(j) The Assessment Roll should be approved as the Assessment Roll for the District;

(k) The provisions of the Amended and Restated Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District; and

(l) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Amended and Restated Service and Assessment Plan.

The Amended and Restated Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan relating to the Authorized Improvements for the District and as the 2026 Annual Service Plan Update. The Amended and Restated Service and Assessment Plan shall be updated by the City Council no less frequently than annually as required by the PID Act and more frequently as may be required by the Amended and Restated Service and Assessment Plan including upon the issuance of PID Bonds.

Section 4. Assessment Roll.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of the District for all purposes.

Section 5. Levy and Payment of Assessments for Costs of the Authorized Improvements.

(a) The City Council hereby levies the Assessments on each Parcel of property (excluding Non-Benefitted Property) located within Zone 4 Phase 5 of the District, as shown and described in the Amended and Restated Service and Assessment Plan and the Zone 4 Phase 5 Assessment Roll, in the respective amounts shown in the Amended and Restated Service and Assessment Plan as a special assessment as set forth in the Assessment Roll. The amount of the Annual Installments shall be reviewed and determined annually by the City Council following the City Council's annual review of the Amended and Restated Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Amended and Restated Service and Assessment Plan.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying Assessments and strictly in accordance with the terms of the Amended and Restated Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Amended and Restated Service and Assessment Plan and the PID Act.

(d) Each Assessment may be prepaid in whole or in part at any time without penalty or may be paid in Annual Installments pursuant to the terms of the Amended and Restated Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Amended and Restated Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Amended and Restated Service and Assessment Plan.

(g) The Annual Collection Costs for Assessed Property shall be calculated pursuant to the terms of the Amended and Restated Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Authorized Improvements and Annual Collection Costs are set forth in the Amended and Restated Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Amended and Restated Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

As provided in the Amended and Restated Service and Assessment Plan, the owner of any Assessed Property may prepay the Assessments levied by this Ordinance.

Section 9. Lien Priority.

(a) The Assessments and Annual Installments levied and assessed against the property within the District as provided in this Ordinance and the Amended and Restated Service and Assessment Plan, together with reasonable attorney's fees and costs of collection, if incurred, are, pursuant to the PID Act, a lien upon each tract of property within the District against which the same are levied and assessed, and a personal liability and charge against the owners of such lot, including the successors and assigns, whether such owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the lot on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and municipal ad valorem taxes.

(b) The City Council and the Landowners intend for the obligations, covenants and burdens on the Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the assessed parties, as the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessments shall have lien priority as specified in the Amended and Restated Service and Assessment Plan and the PID Act.

Section 10. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, governing enforcement of ad valorem tax liens (other than with respect to property subject to agriculture use valuation, including redemption rights following a tax sale) shall be applicable to the imposition and collection of Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

Section 11. Filing With County Clerk.

Not later than the seventh day after the date of the adoption of this Ordinance, the City Secretary is hereby authorized and directed to file a copy of this Ordinance (including the Service and Assessment Plan and all Buyer Disclosure forms in Appendix B thereto), with the County

Clerk of Collin County, which is the county in which all of the District is located. The City Secretary is further directed to similarly file each Annual Service Plan Update or other amendment or update to the Service and Assessment Plan approved by the City Council not later than the seventh day after the date of such City Council approval. The City Secretary may fulfill such filing requirements by recording such documents in the real property records of Collin County, Texas.

Section 12. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 13. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Amended and Restated Service and Assessment Plan shall be and become effective upon passage and execution hereof.

(Execution page follows.)

PASSED AND APPROVED on this the 21st day of July, 2026.

CITY OF LAVON, TEXAS

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

[SEAL]

EXHIBIT A

Amended and Restated Service and Assessment Plan

Heritage Public Improvement District No. 1 (Residential)

2026 AMENDED AND RESTATED SERVICE AND ASSESSMENT
PLAN

JULY 7, 2026



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

TABLE OF CONTENTS

Table of Contents	1
Introduction	3
Section I: Definitions	6
Section II: The District	18
Section III: Authorized Improvements	18
Section IV: Service Plan	23
Section V: Assessment Plan	23
Section VI: Terms of the Assessments	30
Section VII: Assessment Roll	40
Section VIII: Additional Provisions	41
Section IX: Additional Information.....	42
Exhibits.....	48
Appendices.....	49
Exhibit A-1 – Map of the District and Zones	50
Exhibit A-2 – Plats of 2006 Parcels in Zone 1	51
Exhibit A-3 – Plats of 2008 Parcels in Zone 1	56
Exhibit A-4 – Plat of 2016 Parcels in Zone 2	60
Exhibit A-5 – Plat of 2017 Parcels in Zone 2	62
Exhibit A-6 - Plat of Parcels in Zone 3	64
Exhibit A-7 - Plat of Parcels in Zone 4	65
Exhibit A-8 - Plat of Parcels in Zone 4 Phase 5.....	68
Exhibit B – Project Costs	70
Exhibit C – Service Plan	71
Exhibit D – Sources and Uses of Funds	72
Exhibit E-1 – Zone 1, Zone 2, Zone 3, and Zone 4 Maximum Assessment and Tax Rate Equivalent	73
Exhibit E-2 – Zone 4 Phase 5 Maximum Assessment and Tax Rate Equivalent.....	74
Exhibit F-1 – Zone 1 Assessment Roll.....	75
Exhibit F-2 – Zone 1 Annual Installments	100
Exhibit G-1 – Zone 2 Assessment Roll	101

Exhibit G-2 – Zone 2 Annual Installments	106
Exhibit H-1 – Zone 3 Assessment Roll	107
Exhibit H-2 – Zone 3 Annual Installments	110
Exhibit I-1 – Zone 4 Assessment Roll	111
Exhibit I-2 – Zone 4 Annual Installments	119
Exhibit J-1 – Zone 4 Phase 5 Assessment Roll.....	120
Exhibit J-2 – Zone 4 Phase 5 Annual Installments.....	124
Exhibit K – Form of Notice of Assessment Termination	125
Exhibit L – Debt Service Schedule for Zone 1 Bonds	128
Exhibit M – District Legal Description	129
Appendix A – Contracts for Construction of Authorized Improvements	133
Appendix B – Buyer Disclosures.....	204

[Remainder of page left intentionally blank.]

INTRODUCTION

Capitalized terms used in this 2026 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this 2026 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes.

On October 28, 2004, the City Council of the City of Lavon, Texas passed and approved Resolution No. 2004-10-01 authorizing the establishment of Heritage Public Improvement District No. 1 (Residential) in accordance with Chapter 372, Texas Local Government Code, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 151.914 acres located within the corporate limits of the city, as described by the legal description on **Exhibit M** and depicted on **Exhibit A-1**.

Upon application of the then current property owners, the property within the District was zoned by Planned Development Ordinance No. 2004-09-05, adopted by the City Council on September 30, 2004. The Planned Development Ordinance designates the property within the District for residential use and includes development standards based on Lot size. Lot size is designated by measuring Lot width at the front building restriction line.

On June 27, 2006, the City Council approved the Service and Assessment Plan and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the Zone 1 and Zone 2 by approving Ordinance No. 2006-06-11. The Service and Assessment Plan identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The City also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the Service and Assessment Plan.

On March 17, 2020, the City Council approved Resolution No. 2020-03-05 accepting a petition amending the boundary of the District to include Zone 3 and Zone 5 and calling for a public hearing.

On April 7, 2020, the City Council approved Resolution No. 2020-04-07 adding the land in Zone 3 and Zone 5 to the District. Additionally, on April 7, 2020 the City Council approved Resolution No.

2020-04-08 calling for a public hearing to consider the advisability of certain Authorized Improvements within Zone 4 and the costs thereof to be financed by the District.

On May 5, 2020, the City Council approved Resolution No. 2020-05-03 approving the additional Authorized Improvements and costs thereof within Zone 4 to be financed by the District. Additionally, on May 5, 2020 the City Council approved Resolution No. 2020-05-04 approving the preliminary Amended and Restated Service and Assessment Plan and calling a public hearing on the re-levy of Assessments in Zone 2 and Zone 4 and the levy of Assessments in Zone 3 of the District.

On May 19, 2020, the City Council approved the 2020 Amended and Restated Service and Assessment Plan, re-levied the Zone 2 Assessments, levied the Zone 3 Assessments and re-levied Zone 4 Assessments to finance the Authorized Improvements to be constructed for the benefit of the Zone 2 Assessed Property, Zone 3 Assessed Property, and Zone 4 Assessed Property by approving the 2020 Assessment Ordinance.

On July 21, 2026, the City approved this 2026 Amended and Restated Service and Assessment Plan for the District by adopting Ordinance No. _____, which serves to replace the 2020 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) update the Zone 1 Assessment Roll; (2) update the Zone 2 Assessment Roll; (3) update the Zone 3 Assessment Roll; (4) update the Zone 4 Assessment Roll; (5) identify the costs of the Zone 4 Phase 5 Authorized Improvements; (5) levy of Zone 4 Phase 5 Assessments against Zone 4 Phase 5 Property and (6) approve the Zone 4 Phase 5 Assessment Roll. This 2026 Amended and Restated Service and Assessment Plan serves as the Annual Service Plan Update for 2026, as more specifically described in **Section IX**.

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

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

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on

the Parcel by such Authorized Improvements. The Zone 1 Assessment Roll is included as **Exhibit F-1**, the Zone 2 Assessment Roll is included as **Exhibit G-1**, Zone 3 Assessment Roll is included as **Exhibit H-1**, Zone 4 Assessment Roll is included as **Exhibit I-1**, and Zone 4 Phase 5 Assessment Roll is included as **Exhibit J-1**.

SECTION I: DEFINITIONS

“2006 Assessment Ordinance” means the Assessment Ordinance approved by the City Council on June 27, 2006.

“2006 Parcels” means the portion of Zone 1 platted in 2006 as shown on the plats attached as **Exhibit A-2**: “Grand Heritage Club,” accepted on April 11, 2006 (referred to in the Service and Assessment Plan as “Grand Heritage Club”); “Replat Grand Heritage Club Lots 1, 2 & 3, Block O,” accepted on August 5, 2019; and Heritage East A Phase 1 Addition, accepted on May 16, 2006 (referred to in the Service and Assessment Plan as “Heritage East A-1”);

“2008 Parcels” means the portion of Zone 1 platted in 2008 as shown on the plats attached as **Exhibit A-3**: “Grand Heritage East A2,” accepted on August 5, 2008; “Grand Heritage – West C,” accepted on June 9, 2008; and “Grand Heritage – West C,” accepted on December 11, 2008, which replatted a portion of the Grand Heritage West C.

“2016 Parcels” means the portion of Zone 2 platted in 2016 as shown on the plat attached as **Exhibit A-4**, titled “Traditions at Grand Heritage,” accepted on September 29, 2016, also referred to as Grand Heritage Traditions 97.

“2017 Parcels” means the portion of Zone 2 platted in 2017 as shown on the plat attached as **Exhibit A-5**, titled “Traditions at Grand Heritage West,” accepted on October 17, 2017, also referred to as Grand Heritage Traditions 84.

“2020 Assessment Ordinance” means the Ordinance No. 2020-05-03 approved by the City Council on May 19, 2020.

“2026 Assessment Ordinance” means the Ordinance No. _____ approved by the City Council on July 21, 2026, which levied assessments against the Zone 4 Phase 5 Assessed Property.

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer, (either directly or through affiliates), including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental

fees and charges; and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

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

“Additional Interest Rate” means the up to 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this 2026 Amended and Restated Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“2020 Amended and Restated Service and Assessment Plan” means the Heritage Public Improvement District Amended and Restated Service and Assessment Plan, which replaced in its entirety the Service and Assessment Plan, as updated, amended, or supplemented from time to time.

“2026 Amended and Restated Service and Assessment Plan” means this Heritage Public Improvement District Amended and Restated Service and Assessment Plan, which replaces in its entirety the 2020 Amended and Restated Service and Assessment Plan, as updated, amended, or supplemented from time to time.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this 2026 Amended and Restated Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

“Annual Service Plan Update” means an update to this 2026 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

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

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

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

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

“Assessment Roll” means any assessment roll for the Assessed Property, including the Zone 1 Assessment Roll, Zone 2 Assessment Roll, Zone 3 Assessment Roll, Zone 4 Assessment Roll, and Zone 4 Phase 5 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, in any Annual Service Plan Updates. The Assessment Rolls are included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit F-1, Exhibit G-1, Exhibit H-1, Exhibit I-1, and Exhibit J-1**.

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act, and described in **Section III**.

“Authorized Improvement Construction Contracts” means the contracts and related documentation entered into by or on behalf of the Developer for the construction of the Zone 4 Phase 5 Authorized Improvements, copies of which are included in **Appendix A**, and which reflect the costs of constructing the Zone 4 Phase 5 Authorized Improvements described in **Exhibit B**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter’s

discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Lavon, Texas.

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

“County” means Collin County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2026 Amended and Restated Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Developer” means Oak National Development, LLC, a Texas limited liability company, and any successors or assigns thereof that intend to develop the property in the District for the ultimate purpose of transferring title to homebuilders or end users.

“District” means Heritage Public Improvement District No. 1 (Residential) located within the corporate limits of the City, and more specifically described in **Exhibit M** and depicted on **Exhibit A-1**.

“Equivalent Units” means the number of dwelling units built or expected to be built on an Assessed Parcel multiplied by the applicable factors as determined by the Administrator and confirmed by the City Council, based on the information available regarding the use of the Assessed Parcel.

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E-1** and **Exhibit E-2**.

“General Benefit Improvements” means the portion of the Authorized Improvements that are labeled as General Benefit Improvements in the Service and Assessment Plan.

“General Benefit Portion” means, with respect to the Zone 1 Assessment, that portion allocated to General Benefit Improvements that benefit the property in Zone 1.

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

“Land Use Class 1” means Lots identified as Lot Type 1, Lot Type 3, Lot Type 6, Lot Type 7, or Lot Type 8 on any Assessment Roll.

“Land Use Class 2” means Lots identified as Lot Type 2 or Lot Type 4 on any Assessment Roll.

“Land Use Class 3” means Lots identified as Lot Type 5 on any Assessment Roll.

“Land Use Class 4” means Lots identified as Lot Type 9, Lot Type 10, or Lot Type 11 on any Assessment Roll.

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

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined at the time of levy of the applicable Assessment and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Developer, and confirmed by the City Council, as shown on **Exhibit E-1** and **Exhibit E-2**.

“Lot Type 1” means a Lot within the 2006 Parcels within Zone 1 that belongs to Land Use Class 1. The homebuyer disclosure for Lot Type 1 is attached as **Exhibit L-1**.

“Lot Type 2” means a Lot within the 2006 Parcels within Zone 1 marketed to homebuilders as a 60’ Lot. Lot Type 2 belongs to Land Use Class 2. The homebuyer disclosure for Lot Type 2 is attached as **Exhibit L-2**.

“Lot Type 3” means a Lot within the 2008 Parcels within Zone 1 that belongs to Land Use Class 1. The homebuyer disclosure for Lot Type 3 is attached as **Exhibit L-3**.

“Lot Type 4” means a Lot within the 2008 Parcels within Zone 1 that belongs to Land Use Class 2. The homebuyer disclosure for Lot Type 4 is attached as **Exhibit L-4**.

“Lot Type 5” means a Lot within the 2008 Parcels within Zone 1 that belongs to Land Use Class 3. The homebuyer disclosure for Lot Type 5 is attached as **Exhibit L-5**.

“Lot Type 6” means a Lot within the 2016 Parcels within Zone 2 that belongs to Land Use Class 1. The homebuyer disclosure for Lot Type 6 is attached as **Exhibit L-6**.

“Lot Type 7” means a Lot within the 2017 Parcels within Zone 2 that belongs to Land Use Class 1. The homebuyer disclosure for Lot Type 7 is attached as **Exhibit L-7**.

“Lot Type 8” means a Lot within Zone 3 that belongs to Land Use Class 1. The homebuyer disclosure for Lot Type 8 is attached as **Exhibit L-8**.

“Lot Type 9” means a Lot within Zone 4 Phase 3 that belongs to Land Use Class 4. The homebuyer disclosure for Lot Type 9 is attached as **Exhibit L-9**.

“Lot Type 10” means a Lot within Zone 4 Phase 4 that belongs to Land Use Class 4. The homebuyer disclosure for Lot Type 10 is attached as **Exhibit L-10**.

“Lot Type 11” means a Lot within Zone 4 Phase 5 that belongs to Land Use Class 4. The homebuyer disclosure for Lot Type 11 is attached as **Exhibit L-11**.

“Maximum Assessment” means \$9,500 for each Lot in Land Use Class 1, \$11,400 for each Lot in Land Use Class 2, \$5,700 for each Lot in Land Use Class 3, and \$25,116.67 for each Lot in Land Use Class 4.

“Non-Benefitted Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

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

“Original Owner” means the original owner or developer of the property within the District prior to the current Developer.

“Owner” means the Developer or any successors or assigns thereof that own the property and intend to develop the property in the District for the ultimate purpose of transfer to end users.

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

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

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

“PID Reimbursement Agreement” means that certain “PID Reimbursement Agreement – Heritage Public Improvement District No. 1 (Residential)” approved by Resolution No. 2020-05-11 on May 19, 2020 entered into by and between the City and Owner.

“Planned Development Ordinance” means Ordinance No. 2004-09-05, adopted by City Council on September 30, 2004.

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

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

“Service and Assessment Plan” means the Heritage Public Improvement District No. 1 (Residential) Service and Assessment Plan approved on June 11, 2006 by the Ordinance No. 2006-06-11, which is to be replaced in its entirety by this 2026 Amended and Restated Service and Assessment Plan.

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

“Specific Benefit Improvements” mean the portion of the Authorized Improvements that primarily benefit the property within the Zone in which it is built.

“Specific Benefit Portion” means, with respect to the Zone 1 Assessments, that portion allocated to Specific Benefit Improvements.

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

“Unplatted Parcel” means a parcel of land for which a final subdivision plat has not been recorded in the real property records of the County.

“Zone 1” means the Parcels depicted on the plats on **Exhibit A-2** and **Exhibit A-3**. Zone 1 includes the 2006 Parcels and the 2008 Parcels.

“Zone 1 Annual Installment” means the Annual Installment of the Zone 1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; and (3) Annual Collection Costs.

“Zone 1 Assessed Property” means any Parcel within Zone 1 against which a Zone 1 Assessment is levied.

“Zone 1 Assessment” means an Assessment levied against a Parcel within Zone 1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Zone 1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Zone 1 Assessment Roll” means the Assessment Roll for the Zone 1 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Zone 1 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit F-1**.

“Zone 1 Bonds” means those certain “City of Lavon, Texas Special Assessment Revenue Bonds, Series 2013 (Heritage Public Improvement District No. 1 (Residential))”, issued to fund a portion of Zone 1 Projects or refinance a portion of the Zone 1 Promissory Note, that are secured by actual revenues received by or on behalf of the City from the collection of Zone 1 Assessments, or the Annual Installments thereof, and any PID Bonds issued to refund or refinance any outstanding Zone 1 Bonds.

“Zone 1 General Benefit Improvements” means that portion of the General Benefit Improvements allocated to Zone 1 in the Service and Assessment Plan.

“Zone 1 Projects” means collectively: (1) the pro rata portion of the General Benefit Improvements allocable to Zone 1; and (2) the Zone 1 Specific Benefit Improvements.

“Zone 1 Promissory Note” means that certain “Temporary Reimbursement Note” effective January 9, 2007, entered into by and between the City and Original Owner, whereby all or a portion of the Actual Costs not paid to the Original Owner from Zone 1 Bonds will be paid to the Original Owner from Assessments to reimburse the Original Owner for Actual Costs paid by the Original Owner, plus interest, that are eligible to be paid with Assessments.

“Zone 1 Specific Benefit Improvements” means the Authorized Improvements which only benefit the Zone 1 Assessed Property as shown on **Exhibit B** and described in **Section III.A**.

“Zone 2” means the Parcels depicted on the plats on **Exhibit A-4** and **Exhibit A-5**. Zone 2 includes the 2016 Parcels and the 2017 Parcels.

“Zone 2 Annual Installment” means the Annual Installment of the Zone 2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; and (3) Annual Collection Costs.

“Zone 2 Assessed Property” means any Parcel within Zone 2 against which a Zone 2 Assessment is levied.

“Zone 2 Assessment” means an Assessment levied against a Parcel within Zone 2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Zone 2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Zone 2 Assessment Roll” means the Assessment Roll for the Zone 2 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Zone 2 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

“Zone 2 Specific Benefit Improvements” means the Authorized Improvements which only benefit the Zone 2 Assessed Property, as shown on **Exhibit B** and described in **Section III.B**.

“Zone 3” means the Parcels depicted on the preliminary plat on **Exhibit A-6**.

“Zone 3 Annual Installment” means the Annual Installment of the Zone 3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; and (3) Annual Collection Costs.

“Zone 3 Assessed Property” means any Parcel within Zone 3 against which a Zone 3 Assessment is levied.

“Zone 3 Assessment” means an Assessment levied against a Parcel within Zone 3 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Zone 3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Zone 3 Assessment Roll” means the Assessment Roll for the Zone 3 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Zone 3 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit H-1**.

“Zone 3 Initial Parcel” means all of the property within Zone 3 as generally shown on the preliminary plat on **Exhibit A-6**.

“Zone 3 Specific Benefit Improvements” means the Authorized Improvements which only benefit the Zone 3 Assessed Property as shown on **Exhibit B** and described in **Section III.C**.

“Zone 4” means the Parcels depicted on the preliminary plat on **Exhibit A-7**.

“Zone 4 Annual Installment” means the Annual Installment of the Zone 4 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; and (3) Annual Collection Costs.

“Zone 4 Assessed Property” means any Parcel within Zone 4 against which a Zone 4 Assessment is levied.

“Zone 4 Assessment” means an Assessment levied against a Parcel within Zone 4 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Zone 4 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act. The Zone 4 Assessment is being levied only on Zone 4 Phase 3 and Zone 4 Phase 4.

“Zone 4 Assessment Roll” means the Assessment Roll for the Zone 4 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Zone 4 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit I-1**.

“Zone 4 Initial Parcel” means all of the property within Zone 4 as generally shown on the preliminary plat on **Exhibit A-7**.

“Zone 4 Phase 3” means the Lots within the first phase of construction within Zone 4, labeled as Phase 3A and Phase 3B on the preliminary plat on **Exhibit A-7**.

“Zone 4 Phase 3 Account” means an account, segregated and restricted from all other City accounts, created by the City into which collected Assessments shall be deposited for the Zone 4 Phase 3 boundary, and out of which the City will only pay Zone 4 Phase 3 costs.

“Zone 4 Phase 4” means the Lots within the second phase of construction within Zone 4, labeled as Phase 4A, Phase 4B and Phase 4C on the preliminary plat on **Exhibit A-7**.

“Zone 4 Phase 4 Account” means an account, segregated and restricted from all other City accounts, created by the City into which collected Assessments shall be deposited for the Zone 4 Phase 4 boundary, and out of which the City will only pay Zone 4 Phase 4 costs.

“Zone 4 Phase 5” means the Lots within the third phase of construction within Zone 4, labeled as Phase 5A and Phase 5B on the preliminary plat on **Exhibit A-8**.

“Zone 4 Phase 5 Account” means an account, segregated and restricted from all other City accounts, created by the City into which collected Assessments shall be deposited for the Zone 4 Phase 5 boundary, and out of which the City will only pay Zone 4 Phase 5 costs.

“Zone 4 Phase 5 Assessed Property” means any Parcel within Zone 4 Phase 5 against which a Zone 4 Phase 5 Assessment is levied.

“Zone 4 Phase 5 Assessment” means an Assessment levied against a Parcel within Zone 4 Phase 5 and imposed pursuant to the 2026 Assessment Ordinance and the provisions herein, as shown on the Zone 4 Phase 5 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Zone 4 Phase 5 Assessment Roll” means the Assessment Roll for the Zone 4 Phase 5 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Zone 4 Phase 5 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit J-1**.

“Zone 4 Phase 5 Improvements” means the Authorized Improvements which only benefit the Zone 4 Phase 5 Assessed Property as shown on **Exhibit B** and described in **Section III.E**.

“Zone 4 Specific Benefit Improvements” means the Authorized Improvements which only benefit the Zone 4 Assessed Property as shown on **Exhibit B** and described in **Section III.D**.

“Zone 4 Trigger Date” means for:

the Lots within Zone 4 Phase 3, the earlier of: (i) date of issuance of a letter of substantial completion of the construction of the Authorized Improvements benefitting the Lots within Zone 4 Phase 3; or (ii) the date of acceptance of the final plat of such Lots by the City; or (iii) October 1, 2021.

the Lots within Zone 4 Phase 4, the earlier of: (i) date of issuance of a letter of substantial completion of the construction of the Authorized Improvements benefitting the Lots within Zone 4 Phase 4; or (ii) the date of acceptance of the final plat of such Lots by the City; or (iii) October 1, 2022.

the Lots within Zone 4 Phase 5, the earlier of: (i) date of issuance of a letter of substantial completion of the construction of the Authorized Improvements benefitting the Lots within Zone 4 Phase 5; or (ii) the date of acceptance of the final plat of such Lots by the City.

If the Trigger Date occurs before January 1 of the then current year, then Assessments will be due January 31 of the following year. If the Trigger Date occurs on or after January 1 of the then current year, then the Assessments will be due on the second January 31st after the final plat is filed or the letter of substantial completion has been issued by the City.

“Zone 5” means the area generally depicted on Exhibit A-1 labeled as Zone 5. Zone 5 does not currently have an Assessment levied against it.

“Zone 5 Specific Benefit Improvements” anticipated to include water and wastewater system improvements, drainage improvements, street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting and signage, right-of-way acquisition, utility easement acquisition, projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to such property. The Zone 5 Specific Benefit Improvements will be determined in a future Annual Service Plan Update.

SECTION II: THE DISTRICT

The District is located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit M** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 1,760 single-family homes.

Zone 1 contains the 2006 Parcels, depicted on the plats on **Exhibit A-2**, which includes 408 single family homes that are Lot Type 1, and 181 single-family homes that are Lot Type 2; and the 2008 Parcels, depicted on the plats on **Exhibit A-3**, which includes 105 single family homes that are Lot Type 3, 108 single family homes that are Lot Type 4, and 64 single family homes that are Lot Type 5.

Zone 2 contains the 2016 Parcels, depicted on the plats on **Exhibit A-4**, which includes 97 single family homes that are Lot Type 6; and the 2017 Parcels, depicted on the plats on **Exhibit A-5**, which includes 84 single family homes that are Lot Type 7.

Zone 3, depicted on the plats on **Exhibits A-6**, includes 111 single family homes that are Lot Type 8.

Zone 4 contains Zone 4 Phase 3, depicted on the plats on **Exhibit A-7**, which includes 161 single family homes that are Lot Type 9; and Zone 4 Phase 4, depicted on the plats on **Exhibit A-7** which includes 146 single family homes that are Lot Type 10;

Zone 4 Phase 5, depicted on the plats on **Exhibit A-8**, which includes 147 single family homes that are Lot Type 11.

Zone 5 is anticipated to include 155 single family homes but is not being developed at this time.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Original Owner and the Owner and their respective engineers and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements have been or will be designed and constructed in accordance with City standards and specifications and, upon dedication to and acceptance by the City, have been or will be owned and operated by the City. The costs of the Authorized Improvements for each of Zone 1, Zone 2, Zone 3, Zone 4, and Zone 4 Phase 5, at time of the levy of assessments for each respective zone, are shown on **Exhibit B**.

A. Zone 1 Specific Benefit Improvements and Zone 1 General Benefit Improvements

All Zone 1 Special Benefit Improvements were designed and constructed in accordance with City standards and specifications and were dedicated to the City on August 8, 2019. See **Exhibit B** for a breakdown of such Costs.

B. Zone 2 Specific Benefit Improvements

▪ *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Zone 2.

▪ *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Zone 2.

▪ *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and necessary to provide storm drainage for all Lots within Zone 2.

▪ *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Zone 2.

▪ *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency; and, costs associated with financing the Zone 2 Specific Benefit Improvements.

C. Zone 3 Specific Benefit Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Zone 3.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Zone 3.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and necessary to provide storm drainage for all Lots within Zone 3.

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Zone 3.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency; and, costs associated with financing the Zone 3 Specific Benefit Improvements.

D. Zone 4 Specific Benefit Improvements

- *Water*

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

4.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Zone 4.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and necessary to provide storm drainage for all Lots within Zone 4.

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Zone 4.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency; and, costs associated with financing the Zone 4 Specific Benefit Improvements.

E. Zone 4 Phase 5 Improvements

- *Streets*

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

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control

and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Sewer*

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

- *Storm Drainage*

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

- *Soft Costs*

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

F. Bond Issuance Costs

- *Debt Service Reserve Fund*

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

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds, including the underwriter's counsel fee.

- *Cost of Issuance*

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

G. Other Costs

- *Deposit to Administrative Fund*

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

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for Zone 1, Zone 2, Zone 3, Zone 4, and Zone 4 Phase 5. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2026 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix B**.

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

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2026 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special

benefit exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

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

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Original Owner and Owner and their respective engineers and reviewed by the City staff and by third-party consultants retained by the City, has determined the following.

1. Zone 1, Zone 2, and Zone 3

For the purpose of allocating Assessments, property in Zone 1, Zone 2 and Zone 3 is classified into one of three categories as follows:

- (i) Land Use Class 1
- (ii) Land Use Class 2, and
- (iii) Land Use Class 3.

The costs of the Authorized Improvements are allocated to these property classes on a combination of a per unit allocation and an allocation on the basis of minimum Lot area. Lot area and per unit are both common means of allocating costs of the Authorized Improvements. A combination of these two techniques may result in an allocation that better represent the benefit from the improvements than either approach individually. Larger and more expensive homes generate more use of roads and other improvements, but the increase in use is not directly proportional to the increase in size or value (as a general rule, larger and more expensive homes will be built on larger Lots). Allocation of Actual Costs based on a combination of Lot size and per unit should reflect the greater use of improvements reflected in these studies.

The average size of a Lot in Land Use Class 2 is estimated to be 1.4 times the average size of a Lot in Land Use Class 1. By allocating Assessments using a combination of Lot area and per unit factors, the Assessment per finally subdivided Lot on Land Use Class 2 is 1.2 times the Assessment per finally subdivided Lot of Land Use Class 1 property. Land Use Class 3 Lots have the same features as Land Use Class 2 except the size of each of these Lots is smaller, having approximately one-half of the size of the standard Land Use Class 2 Lot. The Equivalent Unit of each of the Land Use Class 3 Lots is calculated to equal one-

half of the Equivalent Units assigned to the standard Land Use Class 2 Lot. This results in equivalent Assessment factors for each property class as follows:

Land Use Class 1 Lots	1.00
Land Use Class 2 Lots	1.20
Land Use Class 3 Lots	0.60

The equivalent Assessment factors are simply the ratio of the Actual Costs as allocated to each property class. Each Assessment is allocated to each Lot on the basis of these equivalent Assessment factors.

2. Zone 4

Zone 4 Assessments will be allocated equally to each Lot in Zone 4 Phase 3 and Zone 4 Phase 4.

3. Zone 4 Phase 5

Acting in its legislative capacity and based on the information provided by the Developer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Zone 4 Phase 5 Improvements shall be allocated entirely to the Zone 4 Phase 5 Assessed Property.

- By the adoption of the 2026 Assessment Ordinance, the costs of the Zone 4 Phase 5 Improvements were allocated to each Parcel of Zone 4 Phase 5 Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Zone 4 Phase 5 Assessed Property to the Estimated Buildout Value of all Zone 4 Phase 5 Assessed Property.

B. Assessments

The Zone 1 Assessments are levied on the Zone 1 Assessed Property in the amounts shown on the Zone 1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Zone 1 Annual Installments are shown on **Exhibit F-2**.

The Zone 2 Assessments are levied on the Zone 2 Assessed Property in the amounts shown on the Zone 2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Zone 2 Annual Installments are shown on **Exhibit G-2**.

The Zone 3 Assessments will be levied on the Zone 3 Assessed Property in the amounts shown on the Zone 3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Zone 3 Annual Installments are shown on **Exhibit H-2**.

The Zone 4 Assessments will be levied on the Zone 4 Assessed Property in the amounts shown on the Zone 4 Assessment Roll, attached hereto as **Exhibit I-1**. The projected Zone 4 Annual Installments are shown on **Exhibit I-2**.

The Zone 4 Phase 5 Assessment will be levied on the Zone 4 Phase 5 Assessed Property in the amounts shown on the Zone 4 Phase 5 Assessment Roll, attached hereto as **Exhibit J-1**. The projected Zone 4 Phase 5 Annual Installments are shown on **Exhibit J-2**.

The Maximum Assessment for each Land Use Class is shown on **Exhibit E-1** and **Exhibit E-2**. In no case will the Assessment for Land Use Class 1, Land Use Class 2, Land Use Class 3, or Land Use Class 4 Parcels exceed the corresponding Maximum Assessment.

C. Termination of a Portion of Assessments Levied by 2006 Assessment Ordinance

Trigger Date, as defined in the Service and Assessment Plan, means “with respect to each Unplatted Parcel, and each General Benefit Portion and Specific Benefit Portion related thereto, the earlier of (i) the date of issuance of Bonds secured by such Portion of (ii) the date of recording of the final subdivision plat for the Assessed Parcel in the real property records of Collin County, Texas.”

Pursuant to Section V.C. of the Service and Assessment Plan, “if the Trigger Date has not occurred with respect to a Portion [of the Assessment levied by the 2006 Assessment Ordinance] by December 31, 2012, such Portion shall terminate.” Zone 1 Assessments allocated to the 2006 Parcels and 2008 Parcels met the Trigger Date, but the Parcels in the remainder of Zone 1 did not meet the Trigger Date, and therefore the portion of the Assessment levied by the 2006 Assessment Ordinance not allocated to Zone 1 has terminated.

D. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Original Owner and Owner and their respective engineers and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Zone 1*
 - The estimated costs of the Zone 1 Projects and the administrative costs applicable to Zone 1 at the time the 2006 Assessment Ordinance was approved equaled \$23,373,375; and
 - The Zone 1 Assessed Property receives special benefit from the Zone 1 Projects equal to or greater than the Actual Cost of the Zone 1 Projects; and

- With the adoption of the 2006 Assessment Ordinance, the Zone 1 Assessed Property was allocated 100% of the Zone 1 Assessment levied for the Zone 1 Projects, which equals \$8,532,900.¹
 - The special benefit ($\geq$ \$17,996,965) received by the Zone 1 Assessed Property from the Zone 1 Projects was greater than or equal to the amount of the Zone 1 Assessment (\$8,532,900) levied on the Zone 1 Assessed Property for the Zone 1 Projects; and
 - At the time the City Council approved the Service and Assessment Plan and 2006 Assessment Ordinance, the Original Owner owned 100% of the Zone 1 Assessed Property. The Original Owner acknowledged that the Zone 1 Projects confer a special benefit on the Zone 1 Assessed Property and consented to the imposition of the Zone 1 Assessments to pay for the Actual Costs associated therewith. The Original Owner has ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2006 Assessment Ordinance; (2) the Service and Assessment Plan and the 2006 Assessment Ordinance; and (3) the levying of Zone 1 Assessment on the Zone 1 Assessed Property.
- *Zone 2*
- The costs of the Zone 2 Specific Benefit Improvements and the administrative costs applicable to Zone 2 at the time the 2020 Assessment Ordinance was approved equaled \$3,953,587 as shown on **Exhibit B**; and
 - The Zone 2 Assessed Property received special benefit from the Zone 2 Specific Benefit Improvements equal to or greater than the Actual Cost of the Zone 2 Specific Benefit Improvements; and
 - The Zone 2 Assessed Property was allocated 100% of the Zone 2 Assessment levied for the Zone 2 Specific Benefit Improvements, which equaled \$1,665,000; and
 - The special benefit ($\geq$ \$3,953,587) received by the Zone 2 Assessed Property from the Zone 2 Specific Benefit Improvements was equal to or greater than the amount of the Zone 2 Assessment (\$1,665,000) levied on the Zone 2 Assessed Property for the Zone 2 Specific Benefit Improvements; and
 - At the time the City Council approved the 2020 Amended and Restated Service and Assessment Plan, the Owner owned 100% of the Zone 2 Assessed Property

¹ The total amount levied in the 2006 Assessment Ordinance was \$16,347,600, of which a total of \$8,532,900 was allocated to Zone 1 Assessed Property.

The Owner acknowledged that the Zone 2 Specific Benefit Improvements confer a special benefit on the Zone 2 Assessed Property and consented to the imposition of the Zone 2 Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2020 Assessment Ordinance; (2) the 2020 Amended and Restated Service and Assessment Plan and the 2020 Assessment Ordinance; and (3) the levying of the Zone 2 Assessment on the Zone 2 Assessed Property.

▪ *Zone 3*

- The costs of the Zone 3 Specific Benefit Improvements and the administrative costs applicable to Zone 3 at the time the 2020 Assessment Ordinance was approved equaled \$2,700,401 as shown on **Exhibit B** and
- The Zone 3 Assessed Property received special benefit from the Zone 3 Specific Benefit Improvements equal to or greater than the Actual Cost of the Zone 3 Specific Benefit Improvements; and
- The Zone 3 Initial Parcel was allocated 100% of the Zone 3 Assessment levied for the Zone 3 Specific Benefit Improvements, which equaled \$1,050,000; and
- The special benefit ($\geq \$2,700,401$) received by the Zone 3 Assessed Property from the Zone 3 Specific Benefit Improvements was equal to or greater than the amount of the Zone 3 Assessment (\$1,050,000) levied on the Zone 3 Initial Parcel for the Zone 3 Specific Benefit Improvements; and
- At the time the City Council approved the 2020 Amended and Restated Service and Assessment Plan, the Owner owned 100% of the Zone 3 Assessed Property. The Owner acknowledged that the Zone 3 Specific Benefit Improvements confer a special benefit on the Zone 3 Assessed Property and consented to the imposition of the Zone 3 Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2020 Assessment Ordinance; (2) the 2020 Amended and Restated Service and Assessment Plan and the 2020 Assessment Ordinance; and (3) the levying of the Zone 3 Assessment on the Zone 3 Assessed Property.

- *Zone 4*

- The estimated costs of the Zone 4 Specific Benefit Improvements and the administrative costs applicable to Zone 4 at the time of the 2020 Assessment Ordinance was approved equaled \$7,601,512 as shown on **Exhibit B**; and
- The Zone 4 Assessed Property received special benefit from the Zone 4 Specific Benefit Improvements equal to or greater than the Actual Cost of the Zone 4 Specific Benefit Improvements; and
- Zone 4 Phase 3 and Zone 4 Phase 4 were allocated 100% of the Zone 4 Assessment levied for the Zone 4 Specific Benefit Improvements, which equaled \$7,535,000; and
- The special benefit ($\geq \$7,601,512$) received by the Zone 4 Assessed Property from the Zone 4 Specific Benefit Improvements was equal to or greater than the amount of the Zone 4 Assessment (\$7,535,000) levied on Zone 4 Phase 3 and Zone 4 Phase 4 for the Zone 4 Specific Benefit Improvements; and
- At the time the City Council approved the 2020 Amended and Restated Service and Assessment Plan, the Owner owned 100% of the Zone 4 Assessed Property. The Owner acknowledged that the Zone 4 Specific Benefit Improvements confer a special benefit on the Zone 4 Assessed Property and consented to the imposition of the Zone 4 Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2020 Assessment Ordinance; (2) the 2020 Amended and Restated Service and Assessment Plan and the 2020 Assessment Ordinance; and (3) the levying of the Zone 4 Assessment on the Zone 4 Assessed Property.

- *Zone 4 Phase 5*

- The estimated costs of the Zone 4 Phase 5 Improvements and the administrative costs applicable to Zone 4 Phase 5 equal \$3,304,419 as shown on **Exhibit B**; and
- The Zone 4 Phase 5 Assessed Property receives special benefit from the Zone 4 Phase 5 Improvements equal to or greater than the Actual Cost of the Zone 4 Phase 5 Improvements; and
- Zone 4 Phase 5 Assessed Property will be allocated 100% of the Zone 4 Phase 5 Assessment levied for the Zone 4 Phase 5 Improvements, which equals \$3,304,419; and

- The special benefit ($\geq \$3,304,419$) received by the Zone 4 Phase 5 Assessed Property from the Zone 4 Phase 5 Improvements is equal to or greater than the amount of the Zone 4 Phase 5 Assessment ($\$3,304,419$) levied on Zone 4 Phase 5 for the Zone 4 Phase 5 Improvements; and
- At the time the City Council approved this 2026 Amended and Restated Service and Assessment Plan, the Owner owned 100% of the Zone 4 Phase 5 Assessed Property. The Owner acknowledged that the Zone 4 Phase 5 Improvements confer a special benefit on the Zone 4 Phase 5 Assessed Property and consented to the imposition of the Zone 4 Phase 5 Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2026 Assessment Ordinance; (2) this 2026 Amended and Restated Service and Assessment Plan and the 2026 Assessment Ordinance; and (3) the levying of the Zone 4 Phase 5 Assessment on the Zone 4 Phase 5 Assessed Property.

E. Annual Collection Costs

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

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments in Zone 1, Zone 2, and Zone 3

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Zone 1 Assessed Property, Zone 2 Assessed Property, or Zone 3 Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Equivalent Units of the newly divided Assessed Property

D = the sum of the Equivalent Units for all of the newly divided Assessed Properties

The calculation of the Equivalent Units of an Assessed Property shall be performed by the Administrator based on information from the Original Owner, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Zone 1 Assessed Property, Zone 2 Assessed Property, or Zone 3 Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Equivalent Units according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Equivalent Units of all newly subdivided Lots with same Lot Type

D = the sum of the Equivalent Units for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City estimated Equivalent Units as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the estimated Equivalent Units for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner,

homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property may not exceed the Maximum Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels within Zone 1, Zone 2, or Zone 3 are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be reflected in the next Annual Service Plan Update and approved by the City Council. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.D.**

B. Reallocation of Assessments in Zone 4

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Zone 4 Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the estimated number of Lots of the newly divided Assessed Property excluding Non-Benefitted Property

D = the estimated number of Lots within all newly divided Assessed Properties excluding Non-Benefitted Property

If the Assessment calculated above exceeds the Maximum Assessment, a Mandatory Prepayment will be required as described in **Section VI.D.** The number of Lots of an Assessed Property shall be determined by the Administrator based on information available from the Owner, homebuilders, the City, or any other available information

regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2026 Amended and Restated Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Zone 4 Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Parcel according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Assessed Property

B = the Assessment for the Assessed Property prior to subdivision

C = the estimated number of Lots within the newly subdivided Assessed Property excluding Non-Benefitted Property

D = the estimated number of Lots within all of the newly subdivided Assessed Property excluding Non-Benefitted Property

If the Assessment calculated above exceeds the Maximum Assessment, a Mandatory Prepayment will be required as described in **Section VI.D**. The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2026 Amended and Restated Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels within Zone 4 are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the

next Annual Service Plan Update.

C. Reallocation of Assessments in Zone 4 Phase 5

1. *Upon Division Prior to Recording of Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Developer, relying on information from homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Value for Lot Type 11 are shown on **Exhibit E-2** and will not change in future Annual Service Plan Updates, but **Exhibit E-2** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. *Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the

subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot. The Estimated Buildout Value for Lot Type 11 is shown on **Exhibit E-2** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory

Prepayment of Assessments pursuant to **Section VI.C.**

D. Mandatory Prepayment of Assessments

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

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

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

F. Reduction of Assessments

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

the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

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

G. Prepayment of Assessments

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

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

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

H. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Zone 1 Annual Installments, **Exhibit G-2** shows the estimated Zone 2 Annual Installments, **Exhibit H-2** shows the estimated Zone 3 Annual Installments, **Exhibit I-2** shows the estimated Zone 4 Annual Installments, and **Exhibit J-2** shows the estimated Zone 4 Phase 5 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual

Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefited Property as shown by the Collin County Central Appraisal District for each tax parcel identification number.

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

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

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

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

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

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

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this 2026 Amended and Restated Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

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

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

to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

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

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

SECTION VII: ASSESSMENT ROLL

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

The Zone 2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Zone 2 Assessment Roll and Zone 2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Zone 3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Zone 3 Assessment Roll and Zone 3 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Zone 4 Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Zone 4 Assessment Roll and Zone 4 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Zone 4 Phase 5 Assessment Roll is attached as **Exhibit J-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Zone 4 Phase 5 Assessment Roll and Zone 4 Phase 5 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2026 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year in connection with City Council's approval of the year's calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2026 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2026 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2026 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2026 Amended and Restated Service and Assessment Plan. Interpretations of this 2026 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation.

Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2026 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the city Council, the City shall file and record in the real property records of the County the executed ordinance of this 2026 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2026 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2026 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

SECTION IX: ADDITIONAL INFORMATION

A. Parcel Subdivision

Zone 1

- The final plat of Heritage East “A”, Phase 1 Addition was filed and recorded with the County as document number 20060518010002160 on May 18, 2006.
- The replat of Grand Heritage Club, Block O, Lots 1, 2 and 3 was filed and recorded with the County as document number 20190808010003440 on August 8, 2019.
- The final plat of Grand Heritage West C south area 2008 parcels was filed and recorded with the County as document number 20081211010004270 on December 11, 2008.
- The final plat of Grand Heritage East A2 2008 parcels was filed and recorded with the County as document number 20080811010002900 on August 11, 2008.
- The final plat of Grand Heritage Club 2006 parcels was filed and recorded with the County

as document number 20060412010001600 on April 12, 2006.

Zone 2

- The final plat of Traditions at Grand Heritage West was filed and recorded with the County as document number 20171109010005190 on November 9, 2017.
- The final plat of Traditions at Grand Heritage was filed and recorded with the County as documents number 20160929010003990 on September 29, 2016.

Zone 3

- The final plat of Traditions at Grand Heritage was filed and recorded with the County as document number 20200605010001990 on June 5, 2020.

Zone 4

- The final plat of Bear Creek Phase 3 was filed and recorded with the County as document number 20210324010000920 on March 23, 2021.
- The final plat of Bear Creek Phase 4 was filed and recorded with the County in Plat Book 2022, Pages 702-704 on September 29, 2022.

Zone 4 Phase 5

- The final plat of Bear Creek Phase 5 was filed and recorded with the County in Plat Book 2025, Page 787 on September 18, 2025.

B. Lot and Home Sales

Current ownership within the District is based on information provided by the Developer and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the MSRB's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current ownership within the property securing such Assessment is based on information provided by the Developer and other publicly available records.

C. Authorized Improvements

A summary of the Authorized Improvements, including the estimated costs of the Authorized Improvements and allocation of such costs, is provided in **Exhibit B** attached hereto. The exhibit

is intended to describe the Authorized Improvements and estimated costs for Assessment purposes and does not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, is based on information provided by the Developer and other available project information at the time such information is compiled. Such information may be updated from time to time.

D. Outstanding Assessments

Zone 1

Zone 1 has an outstanding Assessment of \$4,615,000.00.

Zone 2

Zone 2 has an outstanding Assessment of \$1,440,790.24.

Zone 3

Zone 3 has an outstanding Assessment of \$931,531.53.

Zone 4

Zone 4 has an outstanding Assessment of \$6,871,599.96.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current construction status within the property securing such Assessment is based on information provided by the Developer and other publicly available records.

E. Annual Installment Due 1/31/2027

Zone 1

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment as shown below.
- ***Additional Interest*** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve Account. The Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for Zone 1 Annual Installment as shown below.

Zone 1	
Due January 31, 2027	
Principal	\$ 340,000.00
Interest	\$ 134,625.00
Annual Collection Costs	\$ 30,611.73
Additional Interest	\$ -
Total Annual Installment	\$ 505,236.73

- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Zone 1 Annual Installment is shown below.

Zone #1	
Annual Collection Cost Breakdown	
P3Works Administration	\$ 24,440.40
City Auditor	\$ 342.11
City Administration	\$ 3,000.00
Filing Fees	\$ 342.11
County Collection	\$ 342.11
PID Trustee Fees	\$ 4,500.00
Dissemination Agent	\$ 3,500.00
P3Works Dev/Issuer CDA Review	\$ 2,645.00
Collection Cost Maintenance Balance	\$ 10,000.00
Less CCMB Credit from Prior Years	\$ (20,000.00)
Arbitrage Calculation	\$ 1,500.00
Total	\$ 30,611.73

Zone 2

- **Principal and Interest** – The total principal and interest required for the Annual Installment as shown below.

Zone 2	
Due January 31, 2027	
Principal	\$ 40,330.01
Interest	\$ 67,704.26
Annual Collection Costs	\$ 10,673.07
Total Annual Installment	\$ 118,707.34

- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of

outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Zone 2 Annual Installment is shown below.

Zone #2 Annual Collection Cost Breakdown	
P3Works Administration	\$ 7,363.83
City Auditor	\$ 103.08
City Administration	\$ 3,000.00
Filling Fees	\$ 103.08
County Collection	\$ 103.08
Total	\$ 10,673.07

Zone 3

- **Principal and Interest** – The total principal and interest required for the Annual Installment as shown below.

Zone 3 Due January 31, 2027	
Principal	\$ 19,819.82
Interest	\$ 43,781.98
Annual Collection Costs	\$ 7,934.56
Total Annual Installment	\$ 71,536.36

- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Zone 3 Annual Installment is shown below.

Zone #3 Annual Collection Cost Breakdown	
P3Works Administration	\$ 4,735.72
City Auditor	\$ 66.28
City Administration	\$ 3,000.00
Filling Fees	\$ 66.28
County Collection	\$ 66.28
Total	\$ 7,934.56

Zone 4

- **Principal and Interest** – The total principal and interest required for the Annual Installment as shown below.

Zone 4	
Due January 31, 2027	
Principal	\$ 149,490.93
Interest	\$ 332,585.44
Annual Collection Costs	\$ 39,366.16
Total Annual Installment	\$ 521,442.53

- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Zone 4 Annual Installment is shown below.

Zone #4	
Annual Collection Cost Breakdown	
P3Works Administration	\$ 34,900.57
City Auditor	\$ 488.53
City Administration	\$ 3,000.00
Filing Fees	\$ 488.53
County Collection	\$ 488.53
Total	\$ 39,366.16

F. Prepayment of Assessment

Information regarding any full or partial prepayments of the Assessments are reflected in the corresponding Assessment Roll.

G. Extraordinary Optional Redemptions

Information relating to any redemptions, including extraordinary optional redemption of any PID Bonds, may be available through continuing disclosure filings accessible via EMMA website by searching for the District.

EXHIBITS

The following Exhibits are attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District and Zones
Exhibit A-2	Plats of 2006 Parcels in Zone 1
Exhibit A-3	Plats of 2008 Parcels in Zone 1
Exhibit A-4	Plat of 2016 Parcels in Zone 2
Exhibit A-5	Plat of 2017 Parcels in Zone 2
Exhibit A-6	Plat of Parcels in Zone 3
Exhibit A-7	Plat of Parcels in Zone 4
Exhibit A-8	Plat of Parcels in Zone 4 Phase 5
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E-1	Zone 1, Zone 2, Zone 3, and Zone 4 Maximum Assessment and Tax Rate Equivalent
Exhibit E-2	Zone 4 Phase 5 Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Zone 1 Assessment Roll
Exhibit F-2	Zone 1 Annual Installments
Exhibit G-1	Zone 2 Assessment Roll
Exhibit G-2	Zone 2 Annual Installments
Exhibit H-1	Zone 3 Assessment Roll
Exhibit H-2	Zone 3 Annual Installments
Exhibit I-1	Zone 4 Assessment Roll
Exhibit I-2	Zone 4 Annual Installments
Exhibit J-1	Zone 4 Phase 5 Assessment Roll
Exhibit J-2	Zone 4 Phase 5 Annual Installments
Exhibit K	Form of Notice of Assessment Termination
Exhibit L	Debt Service Schedule for Zone 1 Bonds
Exhibit M	District Legal Description

APPENDICES

The following Appendices are attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A	Contracts for Construction of Authorized Improvements
Appendix B	Buyer Disclosures

EXHIBIT A-1 – MAP OF THE DISTRICT AND ZONES

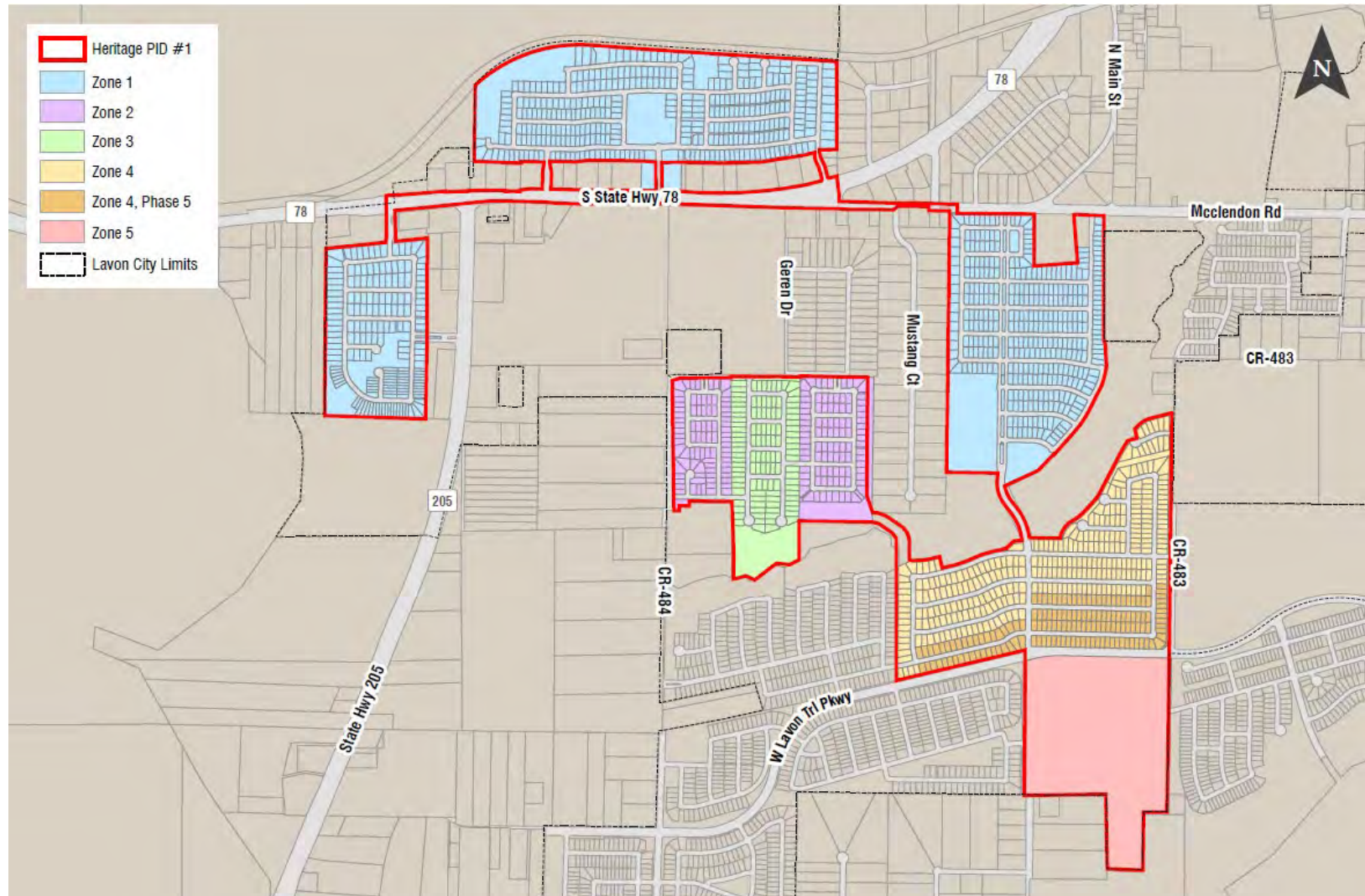


EXHIBIT A-2 – PLATS OF 2006 PARCELS IN ZONE 1



1000

[illegible]



NOTE: FENCE IS ALLOWED TO BE PLACED ON LOT LINE
ALL INTERIOR LOTS SHALL HAVE A 5' DRAINAGE EASEMENT
OWNED AS SET ON EACH SIDE AT COMMON LOT LINE
ALL LOTS WITH EXISTING RETAINING WALLS IN REAR TURN

SHALL HAVE A 5' WALL MAINTENANCE UNIT (M) REAR.

LOT CORNERS SHALL BE MARKED BY 1/2" IRON RODS WITH RED PLASTIC CAPS STAMPED "USA INC.", UNLESS NOTED OTHERWISE.

2. SELLING A PORTION OF THIS ACCESSION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

3. BEARINGS ARE BASED ON THE EAST LINE OF "ORANGE HORIZON CLUB" AS RECORDED IN VOLUME 2006, SLIDE 211 OF THE PLAT RECORDS, COLLINGS COUNTY, TEXAS.

4. THE SIDE YARD FENCING FOR EACH LOT, WHERE IT CROSSSES THE TWO EXISTING EASEMENTS [TOTAL OF 367'] SHALL BE INSTALLED TO ALLOW FOR FENCE PLAN, REMOVAL FOR ACCESS TO EXISTING STANLEY SENIOR MAN & FRANCHISE UTILITIES AS NECESSARY. FENCE SHALL MAINTAIN

V.A.	PRIVATE ACCESS EASEMENT
P.C.	VEHICLE
S.B.E.	PHASE
N.L.	SANITARY SEWER EASEMENT
U.P.	WATER LINE EASEMENT
D.E.	UTILITY EASEMENT
H.O.A.	DRAINAGE
I.R.S.	HOMEOWNERS ASSOCIATION
R.F.	IRON ROOF SET
F.D.	IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
M.C.N.	MONUMENT
S.U.C.T.	BEST RECORDS, COLLIN COUNTY, TEXAS
P.R.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
O.C.C.T.	OFFICIAL RECORDS, COLLIN COUNTY, TEXAS
A.M.	BEAR CREEK SPECIAL UTILITY DISTRICT
N.M.	WALL MAINTENANCE EASEMENT
L.I.N.E.	

WITNESS, my hand, this the 9th day of July 2019.

STATE OF TEXAS
COUNTY OF DALLAS

COUNTY OF TARRANT

Donald L. Dwyer, President, known to
acknowledged to me that he executed

Given under my hand and seal of office

Notary Public for the State of Texas

My Commission Expires On: _____

ENTIAL)

NT PLAN



EXHIBIT A-3 – PLATS OF 2008 PARCELS IN ZONE 1



85

The map is a detailed subdivision plan for a residential development. It features several streets: Carpenter Court, Schirra Court, Orbit Drive, Armstrong Lane, Endeavour Blvd, and Grand Heritage - West C. The map is divided into numerous blocks, each containing individual lots. Lot numbers are clearly marked throughout the plan. Dimensions for lots and blocks are provided, along with area measurements in square feet and square meters. The map also shows various easements, including utility easements and drainage easements. The overall layout of the development is shown, including the location of the streets and the arrangement of the blocks and lots.

[illegible]

WAVE
0.1
0.2
0.4
0.6
0.8

	DATA	DATA	DATA	DATA	DATA
C1	20.00	20.00	20.00	20.00	20.00
C2	20.00	20.00	20.00	20.00	20.00
C3	20.00	20.00	20.00	20.00	20.00
C4	20.00	20.00	20.00	20.00	20.00
C5	20.00	20.00	20.00	20.00	20.00
C6	20.00	20.00	20.00	20.00	20.00

GRAPHIC SCALE

SURVEYOR'S CERTIFICATE

I, Todd B. Turner, Registered Professional Land Surveyor, State of Texas, do hereby state that I prepared this plat, and the field notes make a part hereof, from a survey performed upon the ground under my supervision, and that the measurements were taken when all of the corners were visible.

Todd B. Turner

Todd B. Turner
Registered Professional Land Surveyor No. 4893



BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared David B. Turner, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of June, 2008.

James Scott Hester
James Scott Hester, Notary Public
Notary Public, State of Texas
My Comm. Expires August 30, 2011

FRONT LOT 6
FRONT LOT 14

[illegible][illegible]

WORLD LAND DEVELOPMENT, LP
a Texas Limited Partnership
Chen Bain
By _____, Vice President of World Land Development, LP U.S. Itg. GP

STATE OF TEXAS)
COUNTY OF DALLAS)

NOTES: The undersigned is hereby Public in and to the State of Texas, on this day personally appeared _____, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

James M. McLaughlin

RECOMMENDED FOR APPROVAL

Chairman, Planning and Zoning Commission
City of [] Texas

APPROVED FOR CONSTRUCTION

Dana Murki 12-11-08

²ACCEPTED

Debra Martin 12-11-08
Mayor, City of Lenoir, Texas Date

the undersigned, the City of Los Angeles, California, hereby certifies that the foregoing list of 1279 8A, 1281 8A, 1283 8A, 1285 8A, 1287 8A, 1289 8A, 1291 8A, 1293 8A, 1295 8A, 1297 8A, 1299 8A, 1301 8A, 1303 8A, 1305 8A, 1307 8A, 1309 8A, 1311 8A, 1313 8A, 1315 8A, 1317 8A, 1319 8A, 1321 8A, 1323 8A, 1325 8A, 1327 8A, 1329 8A, 1331 8A, 1333 8A, 1335 8A, 1337 8A, 1339 8A, 1341 8A, 1343 8A, 1345 8A, 1347 8A, 1349 8A, 1351 8A, 1353 8A, 1355 8A, 1357 8A, 1359 8A, 1361 8A, 1363 8A, 1365 8A, 1367 8A, 1369 8A, 1371 8A, 1373 8A, 1375 8A, 1377 8A, 1379 8A, 1381 8A, 1383 8A, 1385 8A, 1387 8A, 1389 8A, 1391 8A, 1393 8A, 1395 8A, 1397 8A, 1399 8A, 1401 8A, 1403 8A, 1405 8A, 1407 8A, 1409 8A, 1411 8A, 1413 8A, 1415 8A, 1417 8A, 1419 8A, 1421 8A, 1423 8A, 1425 8A, 1427 8A, 1429 8A, 1431 8A, 1433 8A, 1435 8A, 1437 8A, 1439 8A, 1441 8A, 1443 8A, 1445 8A, 1447 8A, 1449 8A, 1451 8A, 1453 8A, 1455 8A, 1457 8A, 1459 8A, 1461 8A, 1463 8A, 1465 8A, 1467 8A, 1469 8A, 1471 8A, 1473 8A, 1475 8A, 1477 8A, 1479 8A, 1481 8A, 1483 8A, 1485 8A, 1487 8A, 1489 8A, 1491 8A, 1493 8A, 1495 8A, 1497 8A, 1499 8A, 1501 8A, 1503 8A, 1505 8A, 1507 8A, 1509 8A, 1511 8A, 1513 8A, 1515 8A, 1517 8A, 1519 8A, 1521 8A, 1523 8A, 1525 8A, 1527 8A, 1529 8A, 1531 8A, 1533 8A, 1535 8A, 1537 8A, 1539 8A, 1541 8A, 1543 8A, 1545 8A, 1547 8A, 1549 8A, 1551 8A, 1553 8A, 1555 8A, 1557 8A, 1559 8A, 1561 8A, 1563 8A, 1565 8A, 1567 8A, 1569 8A, 1571 8A, 1573 8A, 1575 8A, 1577 8A, 1579 8A, 1581 8A, 1583 8A, 1585 8A, 1587 8A, 1589 8A, 1591 8A, 1593 8A, 1595 8A, 1597 8A, 1599 8A, 1601 8A, 1603 8A, 1605 8A, 1607 8A, 1609 8A, 1611 8A, 1613 8A, 1615 8A, 1617 8A, 1619 8A, 1621 8A, 1623 8A, 1625 8A, 1627 8A, 1629 8A, 1631 8A, 1633 8A, 1635 8A, 1637 8A, 1639 8A, 1641 8A, 1643 8A, 1645 8A, 1647 8A, 1649 8A, 1651 8A, 1653 8A, 1655 8A, 1657 8A, 1659 8A, 1661 8A, 1663 8A, 1665 8A, 1667 8A, 1669 8A, 1671 8A, 1673 8A, 1675 8A, 1677 8A, 1679 8A, 1681 8A, 1683 8A, 1685 8A, 1687 8A, 1689 8A, 1691 8A, 1693 8A, 1695 8A, 1697 8A, 1699 8A, 1701 8A, 1703 8A, 1705 8A, 1707 8A, 1709 8A, 1711 8A, 1713 8A, 1715 8A, 1717 8A, 1719 8A, 1721 8A, 1723 8A, 1725 8A, 1727 8A, 1729 8A, 1731 8A, 1733 8A, 1735 8A, 1737 8A, 1739 8A, 1741 8A, 1743 8A, 1745 8A, 1747 8A, 1749 8A, 1751 8A, 1753 8A, 1755 8A, 1757 8A, 1759 8A, 1761 8A, 1763 8A, 1765 8A, 1767 8A, 1769 8A, 1771 8A, 1773 8A, 1775 8A, 1777 8A, 1779 8A, 1781 8A, 1783 8A, 1785 8A, 1787 8A, 1789 8A, 1791 8A, 1793 8A, 1795 8A, 1797 8A, 1799 8A, 1801 8A, 1803 8A, 1805 8A, 1807 8A, 1809 8A, 1811 8A, 1813 8A, 1815 8A, 1817 8A, 1819 8A, 1821 8A, 1823 8A, 1825 8A, 1827 8A, 1829 8A, 1831 8A, 1833 8A, 1835 8A, 1837 8A, 1839 8A, 1841 8A, 1843 8A, 1845 8A, 1847 8A, 1849 8A, 1851 8A, 1853 8A, 1855 8A, 1857 8A, 1859 8A, 1861 8A, 1863 8A, 1865 8A, 1867 8A, 1869 8A, 1871 8A, 1873 8A, 1875 8A, 1877 8A, 1879 8A, 1881 8A, 1883 8A, 1885 8A, 1887 8A, 1889 8A, 1891 8A, 1893 8A, 1895 8A, 1897 8A, 1899 8A, 1901 8A, 1903 8A, 1905 8A, 1907 8A, 1909 8A, 1911 8A, 1913 8A, 1915 8A, 1917 8A, 1919 8A, 1921 8A, 1923 8A, 1925 8A, 1927 8A, 1929 8A, 1931 8A, 1933 8A, 1935 8A, 1937 8A, 1939 8A, 1941 8A, 1943 8A, 1945 8A, 1947 8A, 1949 8A, 1951 8A, 1953 8A, 1955 8A, 1957 8A, 1959 8A, 1961 8A, 1963 8A, 1965 8A, 1967 8A, 1969 8A, 1971 8A, 1973 8A, 1975 8A, 1977 8A, 1979 8A, 1981 8A, 1983 8A, 1985 8A, 1987 8A, 1989 8A, 1991 8A, 1993 8A, 1995 8A, 1997 8A, 1999 8A, 2001 8A, 2003 8A, 2005 8A, 2007 8A, 2009 8A, 2011 8A, 2013 8A, 2015 8A, 2017 8A, 2019 8A, 2021 8A, 2023 8A, 2025 8A, 2027 8A, 2029 8A, 2031 8A, 2033 8A, 2035 8A, 2037 8A, 2039 8A, 2041 8A, 2043 8A, 2045 8A, 2047 8A, 2049 8A, 2051 8A, 2053 8A, 2055 8A, 2057 8A, 2059 8A, 2061 8A, 2063 8A, 2065 8A, 2067 8A, 2069 8A, 2071 8A, 2073 8A, 2075 8A, 2077 8A, 2079 8A, 2081 8A, 2083 8A, 2085 8A, 2087 8A, 2089 8A, 2091 8A, 2093 8A, 2095 8A, 2097 8A, 2099 8A, 2101 8A, 2103 8A, 2105 8A, 2107 8A, 2109 8A, 2111 8A, 2113 8A, 2115 8A, 2117 8A, 2119 8A, 2121 8A, 2123 8A, 2125 8A, 2127 8A, 2129 8A, 2131 8A, 2133 8A, 2135 8A, 2137 8A, 2139 8A, 2141 8A, 2143 8A, 2145 8A, 2147 8A, 2149 8A, 2151 8A, 2153 8A, 2155 8A, 2157 8A, 2159 8A, 2161 8A, 2163 8A, 2165 8A, 2167 8A, 2169 8A, 2171 8A, 2173 8A, 2175 8A, 2177 8A, 2179 8A, 2181 8A, 2183

WITNESSED MY HAND, this 17 day of December, 2008.

Linda Arnold

City Secretary
City of Laredo, Texas **S9591**

~ FINAL PLAT ~
 LOTS 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B, 20A, 20B, 21A, 21B, 22A, 22B

24A, 24B, 25A, 25B, 26A AND 26B, BLOCK B, AND LOTS 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B, 20A, 20B, 21A, 21B, 22A, 22B, 23A, 23B, 24A, 24B, 25A, 25B, 26A AND 26B, BLOCK C.

GRAND HERITAGE - WEST C
BEING A REPLAT OF LOTS 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25 AND 26, BLOCK D

AND LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 AND 26, BLOCK C
GRAND HERITAGE - WEST C
W.B. SCHARRON SURVEY, ABSTRACT NO. 121
CITY OF LAYTON

COLLIN COUNTY, TEXAS
84 RESIDENTIAL LOTS

OWNER: WORLD LAND DEVELOPERS, L.P.
1501 CLIM STREET, SUITE 400
DALLAS, TEXAS 75201

PREPARED BY:
USA PROFESSIONAL
SERVICE GROUP, INC.
10000 W. BRIDGEWAY, SUITE 1000
DALLAS, TEXAS 75243

(714) 880-6000
 (714) 880-1801
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 LANDSCAPE ARCHITECTS
 1525 MIDCROFT LANE
 DALLAS, TEXAS 75239
 (714) 434-3300
 2006020.DWG
 NOVEMBER 11, 2006

THIS PLAT FILED IN CABINET _____, SLIDE _____, P.R.C.C.T.

EXHIBIT A-4 – PLAT OF 2016 PARCELS IN ZONE 2



HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL)
2026 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

EXHIBIT A-5 – PLAT OF 2017 PARCELS IN ZONE 2

91

EXHIBIT A-6 - PLAT OF PARCELS IN ZONE 3



EXHIBIT A-7 - PLAT OF PARCELS IN ZONE 4



EXHIBIT A-8 - PLAT OF PARCELS IN ZONE 4 PHASE 5



DANIEL'S CERTIFICATE

[illegible]

THENCE, SOUTH TO INTERSECTION OF MEADOWS STREET, CONTAINING ALONG SOUTH LINE OF 10.20 ACRES TRACT ABB THE NORTH LINE OF SAID TRACT A LAVOR, THERE IS A DISTANCE OF 108 FEET TO A 58-INCH HIGH WHITE YELLOW PLASTIC CAPPING, MARKED "SURVEY NOT SET FOR THE CORNER OF TRACT 1 OF BEAR CREEK TRACT 4 & 5000 ACRES, THE ETC. OF LAVOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 19881774843; OFFICIAL PUBLIC RECORDS, COLLIER COUNTY, FLA.

NORTH 113000000S TO 160000000S (DISTANCE OF 1000 FEET) TO 6.5 INCH (60 INCH) ROD WITH YELLOW PLASTIC TAP STAMPED "LA 540000000" SET FOR CORNER.

WORTH 12 DISCARDS IN 60 MINUTES OR 60 SECONDS WEST A DISTANCE OF 50 TO 100 FEET TO A SIGN HIGH END WITH YELLOW PLASTIC TAP STAMPED "LJA SURVEYING" SET FEET CORNER.

NORTH 12 DISCARDS IN 60 MINUTES OR 60 SECONDS WEST A DISTANCE OF 50 TO 100 FEET TO A SIGN HIGH END WITH YELLOW PLASTIC TAP STAMPED "LJA SURVEYING" SET FEET CORNER.

WORTH 12 DISCARDS IN 60 MINUTES OR 60 SECONDS WEST A DISTANCE OF 50 TO 100 FEET TO A SIGN HIGH END WITH YELLOW PLASTIC TAP STAMPED "LJA SURVEYING" SET FEET CORNER.

NORTH 12 DISCARDS IN 60 MINUTES OR 60 SECONDS WEST A DISTANCE OF 50 TO 100 FEET TO A SIGN HIGH END WITH YELLOW PLASTIC TAP STAMPED "LJA SURVEYING" SET FEET CORNER.

NORTH 15 DEGREES TO MINUTES 45 SECONDS WEST, A DISTANCE OF 40 FEET TO A 3/4 INCH BUSHED WITH YELLOW PLASTIC, CAP SCARDED 1/4 IN. SURVEYING SET FOR CORNER.

THENCE CONTINUING OVER AND ACROSS SAID SLIST ABSTRACT AND ALONG THE SOUTH LINE OF SAID TRACT 1 OF BEAR CREEK PRONG 4 THE FOLLOWING COURSES AND DISTANCES:

NORTH 77 DEGREES 15 MINUTES 15 SECONDS EAST, A DISTANCE OF 34.91 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP (STAKED) "LA SURVEYING" SET FOR CORNER.

NORTH 15 DEGREES 45 MINUTES 14 SECONDS EAST, A DISTANCE OF 500.0 FEET TO A 58 INCH DIAMETER HOLE WITH YELLOW FLINT.
CAP STAMPED "LA SURVEYING SET FOR CONDS."

NORTH (2) DEGREES, 25 SECONDS BY SECOND EAST. A DISTANCE OF 41 FEET TO A 6 INCH BORN HOLE WITH YELLOW PLASTIC CAP STAMPED "LA SURVEYING 38" BORN CORNER.

NORTH 16 DEGREES 30 MINUTES 27 SECONDS EAST, A DISTANCE OF 41.60 FEET TO A 50 HIGH BURN ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER.

THIRDS CONTINUOUSLY OVERLOOKING ACROSS SMOKEY MOUNTAIN AND KINGS THE DRAFT LINE OF SMOKEY MOUNTAIN OR BREAK ORDER, THIRDS A THE FOLLOWING COORDINATES AND DISTANCES:

NORTH 40 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 14.99 FEET TO A BRONCHOLAR PILE WITH YELLOW PLANTS
CAP STAMPEL "LA SURVEYING" SET FOR CORNER.

NORTH 43 DEGREES 50 MINUTES 52 SECONDS WEST, A DISTANCE OF 143.1 FEET TO A SPRING HORNED RIFTH YELLOW FLINT L. LAMPSTAINED FLINCHY MINERAL SET NOW CORNER.

ADDITION TO THE CITY OF LAUREL, AS RECORDED IN COUNTY CLERK FILE NO. 20131224000000, OFFICIAL PLAT IN MONTGOMERY COUNTY, TEXAS.

NORTH-16 DEIGNED 1/4 MILE EAST OF SECOND EAST, A DISTANCE OF 1/4 MILE TO A 50-FOOT WIDE ROAD WITH YELLOW PLANTING STAMPED: "LA SUPREMACY SET FOR COASTLINE."

GAFF STAMPED "LJA SURVEYING SET FOR CORNER"
NORTH-15 DEGREES 44 MINUTES 42 SECONDS EAST, A DISTANCE OF 142.7 FEET TO A BUSH (BUSH) WITH YELLOW PLANT;
GAFF STAMPED "LJA SURVEYING SET FOR CORNER"
SOUTH-15 DEGREES 44 MINUTES 42 SECONDS EAST, A DISTANCE OF 142.7 FEET TO A BUSH (BUSH) WITH YELLOW PLANT;
GAFF STAMPED "LJA SURVEYING SET FOR CORNER" TO A SOUTHWEST CORNER OF AND TRACT 2 OF SEARS CORP., PHASE 4, AND POINT BEING

ON THE EAST LINE OF SAID 32.267 ACRES TRACT AND APPROXIMATELY 590 FT. LONG (P. 41-12323-ACRES TRACT)
THENCE, SOUTH 90 DEGREES 44MINUTES 42 SECONDS WEST, ALONG SAID EAST LINE OF 32.267 ACRES TRACT AND SAID WEST LINE OF 41-12323 ACRES TRACT, A DISTANCE OF 711 FT. 2 INCHES TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 27.46 ACRES, OR 1/4 SECTION 33 AND 50 FT. OF LINES

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT BLOOMFIELD HILLS, L.P. ("BLOOMFIELD"), ACTING BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT, HEREBY ADOPTS THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS **BEAR CREEK, PHASE II**, AN ADDITION TO THE CITY OF LAJON, COLLETON, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE, INCLUDING THE USE BY BEAR CREEK SPECIAL UTILITY DISTRICT, JOBEVETS, THE STREETS AND EASEMENTS SHOWN HEREON. BLOOMFIELD HILLS, L.P., DOES HEREBY CERTIFY THE FOLLOWING:

- [illegible]

BLUENFIELD HOMES, L.P.
A TEXAS LIMITED PARTNERSHIP

BY: BLUENFIELD PROPERTIES, INC.
A TEXAS CORPORATION GENERAL PARTNER

BY: 
DONALD J. DWYER, PRESIDENT

STATE OF TEXAS
COUNTY OF TARRANT

INFORMING THE UNDERSIGNED AUTHORITY, JERRY R. PUGH, IN AND FOR OUR STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JERRY R. PUGH, A CITIZEN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY HEREIN STATED AND AS THE ACT AND DEED OF SAID EXEMPTARY.

WITNESSED MY HAND AND SEAL OF OFFICE THIS 15th DAY OF APRIL 1964.

NOTARY PUBLIC, STATE OF TEXAS

NOTARY PUBLIC, STATE OF THE STATE OF TEXAS
 COUNTY OF DALLAS
 My Commission Expires 01-12-2012

Notary Public, State of Texas
 My Commission Expires 01-12-2012

SURVEYORS CERTIFICATE

MEMPHIS, TENNESSEE: J. A. HARRINGTON, INC., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TENNESSEE, HEREBY DECLARES THAT I PREPARED THIS PLAT FROM AN ACTUAL, AND ACCURATE SURVEY IN THE LAND UNDER MY DIRECTION AND SUPERVISION, AND UPON COMPLETION OF CONSTRUCTION, MY SURVEY NOTES WITH YELLOW PLASTIC CAP IDENTIFIED AS SURVEYING WILL BE SET AT ALL SUBDIVISION BOUNDARY CORNERS AND AT OTHER PLACES TO WHICH A RIGHT-OF-WAY ESTABLISHED OR EXTENDING AND TRAILS OF SUBDIVISION ARE OR SHOULD BE. THE MEASUREMENTS ON THESE SET-OUT TRAILS ARE SUBJECT TO FUTURE RETRACTION.


 ROSEMARY J. WOFF
 REGISTERED PROFESSIONAL LAND ENGINEER
 TEXAS REGISTRATION NO. 4574

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a JUDICIAL PUBLIC CLERK for the STATE OF TEXAS, on this 20th day of February, 1971, ARNOLD M. BELL, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY STATE OF CALIFORNIA
MY COMMISSION EXPIRES: 6/19/2019



OWNER: DEVELOPER:

BLOOMFIELD HOMES, L.P.
1401 W. KIRKWOOD BLVD., SUITE 2300B
DENTON, TEXAS 76205
PHONE: (817) 416-1872

DOUGLAS PROPERTIES, INC.
2309 N. AVE., SUITE 100
PLANO, TEXAS 75074
PHONE: (972) 422-1988

6022 North Central Exp.
Suite 800
Dallas, Texas 75206

NO. 1 (RESIDENTIAL)

ASSESSMENT PLAN

97

RECEIVED BY THE APPLICANT
Mark Rogers
 1000 E. 10TH STREET, SUITE 100
 CITY OF JARVIS, TEXAS
 8-23-2022
 DATE

APPROVED BY THE CITY ENGINEER/PAID:
Mark Rogers
 9-6-2022
 DATE

RECEIVED BY THE CITY ENGINEER/PAID:
Mark Rogers
 9-2-2025
 DATE

THE UNDERSIGNED, THE CITY ENGINEER OF THE CITY OF JARVIS, TEXAS, HEREBY CERTIFIES THAT THE PLANS, SPECIFICATIONS, PERMITS & SUBMITTALS FOR THE CITY OF JARVIS HAVE SUBMITTED IN FORM, ACTION, TIME AND PLACE ACCORDING TO REGULATION OF STREETS ALL IN FINAL, CORRECT PLACES, AND HAVING BEEN FULLY EXAMINED AND APPROVED AND HAVING BEEN FULLY AUTHORIZED THE ENGINEER TO SIGN THE ACCEPTANCE THEREOF BY SIGNATURE AND SEAL HEREON PROVIDED.

WITNESS MY HAND AND SEAL OF OFFICE
 DATE September 1, 2022 A.D. 2022
Don Watson
 CITY ENGINEER/CITY OF JARVIS, TEXAS

**BEAR CREEK
PHASE 5
FINAL PLAT
27.406 ACRES**

**IN THE
B. ANDJON SURVEY, ARROYO NO. 2
CITY OF LAVON, COLLIN COUNTY, TEXAS**

**147 RESIDENTIAL LOTS AND
1 NON-RESIDENTIAL LOT**

**LOTS 20-38, BLOCK C; LOTS 6-23, BLOCK E;
LOTS 6-42 & 2X, BLOCK G; LOTS 25-49, BLOCK M
AND LOTS 1-48, BLOCK N**

OWNER: BLOOMFIELD HOMES, L.P. 7001 W. KIRKWOOD BLVD., SUITE 2000 DOWNSIDE, TEXAS 75002 PHONE: (972) 416-1872	DEVELOPER: DOUGLAS PROPERTIES, INC. 2330 K AVE., SUITE 100 PLANO, TEXAS 75074 PHONE: (972) 422-1888	LJA SURVEYING INC. 6002 North Central Expressway Suite 400 Dallas, Texas 75206 Phone: (866) 231-3770 E-MAIL: info@lja.com
--	---	---

STATE OF TEXAS COUNTY OF COLLIER
I, STEPHEN KIMM, COUNTY CLERK OF COLLIER COUNTY
DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN
MY OFFICE AND FULLY RECORDED IN THE PLAT BOOKS OF
COLLIER COUNTY ON 09/10/2015 AT 03:00 PM
PLAT BOOK 2015 PAGE 281
NUMBER OF PAGES 1 AND NOT 011111
EVERYTHING UNLESS OTHERWISE NOTED BY ME, I
HAVE OFFICIAL COPY OF OFFICE
RECORDS WITH COLLIER COUNTY, TEXAS
BY *Steph Kimm* CLERK
JAN 11

EXHIBIT B – PROJECT COSTS

	Total Costs ^[a]	Private Costs	Authorized Improvements	Zone 1		Zone 2		Zone 3		Zone 4		Zone 4 Phase 5	
				%	Cost	%	Cost	%	Cost	%	Cost	%	Cost
Zone 1 Improvements													
General Benefit Improvements	\$ 5,376,410	\$ -	\$ 5,376,410	100.00%	\$ 5,376,410	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Specific Benefit Improvements	17,996,965	-	17,996,965	100.00%	17,996,965	0.00%	-	0.00%	-	0.00%	-	0.00%	-
	<u>\$ 23,373,375</u>	<u>\$ -</u>	<u>\$ 23,373,375</u>		<u>\$ 23,373,375</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
Zone 2 Improvements													
Sanitary Sewer	\$ 355,593	\$ -	\$ 355,593	0.00%	\$ -	100.00%	\$ 355,593	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Drainage	658,575	-	658,575	0.00%	-	100.00%	658,575	0.00%	-	0.00%	-	0.00%	-
Roads	2,460,481	-	2,460,481	0.00%	-	100.00%	2,460,481	0.00%	-	0.00%	-	0.00%	-
Water	\$ 841,614	841,614	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Soft Costs	438,938	-	438,938	0.00%	-	100.00%	438,938	0.00%	-	0.00%	-	0.00%	-
	<u>\$ 4,755,202</u>	<u>\$ 841,614</u>	<u>\$ 3,913,587</u>		<u>\$ -</u>		<u>\$ 3,913,587</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
Zone 3 Specific Benefit Improvements													
Sanitary Sewer	\$ 288,465	\$ -	\$ 288,465	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 288,465	0.00%	\$ -	0.00%	\$ -
Drainage	365,081	-	365,081	0.00%	-	0.00%	-	100.00%	365,081	0.00%	-	0.00%	-
Roads	1,637,219	-	1,637,219	0.00%	-	0.00%	-	100.00%	1,637,219	0.00%	-	0.00%	-
Water	304,651	304,651	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Soft Costs	409,636	-	409,636	0.00%	-	0.00%	-	100.00%	409,636	0.00%	-	0.00%	-
	<u>\$ 3,005,052</u>	<u>\$ 304,651</u>	<u>\$ 2,700,401</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 2,700,401</u>		<u>\$ -</u>		<u>\$ -</u>
Zone 4 Specific Benefit Improvements													
Sanitary Sewer	\$ 1,215,050	\$ -	\$ 1,215,050	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,215,050	0.00%	\$ -
Drainage	1,364,200	-	1,364,200	0.00%	-	0.00%	-	0.00%	-	100.00%	1,364,200	0.00%	-
Roads	2,610,000	-	2,610,000	0.00%	-	0.00%	-	0.00%	-	100.00%	2,610,000	0.00%	-
President Blvd Bridge	1,593,874	-	1,593,874	0.00%	-	0.00%	-	0.00%	-	100.00%	1,593,874	0.00%	-
Water	2,442,569	2,442,569	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Soft Costs	778,388	-	778,388	0.00%	-	0.00%	-	0.00%	-	100.00%	778,388	0.00%	-
	<u>\$ 10,004,081</u>	<u>\$ 2,442,569</u>	<u>\$ 7,561,512</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 7,561,512</u>		<u>\$ -</u>
Zone 4 Phase 5 Improvements													
Street	\$ 1,066,532	\$ -	\$ 1,066,532	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,066,532
Water	535,788	-	535,788	0.00%	-	0.00%	-	0.00%	-	0.00%	-	100.00%	535,788
Sewer	612,902	-	612,902	0.00%	-	0.00%	-	0.00%	-	0.00%	-	100.00%	612,902
Drainage	435,434	-	435,434	0.00%	-	0.00%	-	0.00%	-	0.00%	-	100.00%	435,434
Soft Costs	613,762	-	613,762	0.00%	-	0.00%	-	0.00%	-	0.00%	-	100.00%	613,762
	<u>\$ 3,264,419</u>	<u>\$ -</u>	<u>\$ 3,264,419</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 3,264,419</u>
Other Costs^[b]													
Deposit to Administrative Fund	\$ 200,000	\$ -	\$ -		\$ 40,000		\$ 40,000		\$ 40,000		\$ 40,000		\$ 40,000
	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>
Total	\$ 44,602,128	\$ 3,588,835	\$ 40,813,294		\$ 23,413,375		\$ 3,953,587		\$ 2,740,401		\$ 7,601,512		\$ 3,304,419

Footnotes:

[a] The costs of the Improvement Area #1 Improvements are as provided and determined in the 2013 SAP Update. The costs of Zone 2, Zone 3, and Zone 4 Improvements are as provided in the 2020 A&R SAP Update. The costs of Zone 4 Phase 5 Improvement costs were provided by the Developer and attached hereto as **Appendix A**.

Information provided by the Developer.

[b] Preliminary estimates only and subject to change.

EXHIBIT C – SERVICE PLAN

Zone 1						
Annual Installment Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
<i>Zone 1 Refunding Bonds</i>						
Principal		\$ 340,000.00	\$ 350,000.00	\$ 360,000.00	\$ 365,000.00	\$ 380,000.00
Interest		\$ 134,625.00	\$ 124,425.00	\$ 113,925.00	\$ 103,125.00	\$ 92,175.00
	(1)	\$ 474,625.00	\$ 474,425.00	\$ 473,925.00	\$ 468,125.00	\$ 472,175.00
Annual Collection Costs	(2)	\$ 30,611.73	\$ 31,223.96	\$ 31,848.44	\$ 32,485.41	\$ 33,135.12
Total Annual Installment Due	(3) = (1) + (2)	\$ 505,236.73	\$ 505,648.96	\$ 505,773.44	\$ 500,610.41	\$ 505,310.12
Total Debt Service on Zone 1 Refunding Bonds		\$ 474,625.00	\$ 474,425.00	\$ 473,925.00	\$ 468,125.00	\$ 472,175.00
Zone 2						
Annual Installment Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 40,330.01	\$ 42,225.52	\$ 44,210.13	\$ 46,288.00	\$ 48,463.55
Interest		\$ 67,704.26	\$ 65,808.75	\$ 63,824.15	\$ 61,746.27	\$ 59,570.73
	(1)	\$ 108,034.27	\$ 108,034.27	\$ 108,034.27	\$ 108,034.27	\$ 108,034.28
Annual Collection Costs	(2)	\$ 10,673.07	\$ 10,886.53	\$ 11,104.26	\$ 11,326.35	\$ 11,552.87
Total Annual Installment Due	(3) = (1) + (2)	\$ 118,707.34	\$ 118,920.80	\$ 119,138.54	\$ 119,360.62	\$ 119,587.15
Annual Payments Under PID Reimbursement Agreement		\$ 108,034.27	\$ 108,034.27	\$ 108,034.27	\$ 108,034.27	\$ 108,034.28
Zone 3						
Annual Installment Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 19,819.82	\$ 24,774.77	\$ 24,774.77	\$ 24,774.77	\$ 24,774.77
Interest		\$ 43,781.98	\$ 42,850.45	\$ 41,686.04	\$ 40,521.62	\$ 39,357.21
	(1)	\$ 63,601.80	\$ 67,625.23	\$ 66,460.81	\$ 65,296.40	\$ 64,131.98
Annual Collection Costs	(2)	\$ 7,934.56	\$ 8,093.25	\$ 8,255.12	\$ 8,420.22	\$ 8,588.62
Total Annual Installment Due	(3) = (1) + (2)	\$ 71,536.36	\$ 75,718.48	\$ 74,715.93	\$ 73,716.61	\$ 72,720.60
Annual Payments Under PID Reimbursement Agreement		\$ 63,601.80	\$ 67,625.23	\$ 66,460.81	\$ 65,296.40	\$ 64,131.98
Zone 4						
Annual Installment Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 149,490.93	\$ 154,473.97	\$ 159,457.00	\$ 169,423.06	\$ 179,389.12
Interest		\$ 332,585.44	\$ 325,350.08	\$ 317,873.54	\$ 310,155.82	\$ 301,955.74
	(1)	\$ 482,076.37	\$ 479,824.04	\$ 477,330.53	\$ 479,578.88	\$ 481,344.86
Annual Collection Costs	(2)	\$ 39,366.16	\$ 40,153.48	\$ 40,956.55	\$ 41,775.68	\$ 42,611.20
Total Annual Installment Due	(3) = (1) + (2)	\$ 521,442.53	\$ 519,977.53	\$ 518,287.09	\$ 521,354.56	\$ 523,956.06
Annual Payments Under PID Reimbursement Agreement		\$ 482,076.37	\$ 479,824.04	\$ 477,330.53	\$ 479,578.88	\$ 481,344.86
Zone 4 Phase 5						
Annual Installment Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 52,542.00	\$ 54,828.00	\$ 57,234.00	\$ 59,764.00	\$ 62,426.00
Interest		\$ 194,134.62	\$ 191,047.78	\$ 187,826.62	\$ 184,464.14	\$ 180,953.00
	(1)	\$ 246,676.62	\$ 245,875.78	\$ 245,060.62	\$ 244,228.14	\$ 243,379.00
Annual Collection Costs	(2)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Total Annual Installment Due	(3) = (1) + (2)	\$ 286,676.62	\$ 286,675.78	\$ 286,676.62	\$ 286,676.46	\$ 286,676.29

EXHIBIT D – SOURCES AND USES OF FUNDS

	Privately Funded	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4 Phase 5	Total
Sources of Funds							
2006 Assessment Ordinance	\$ -	\$ 8,532,900	\$ -	\$ -	\$ -	\$ -	\$ 8,532,900
2020 Assessment Ordinance	-	-	1,665,000	1,050,000	7,535,000	-	10,250,000
2026 Assessment Ordinance	-	-	-	-	-	3,304,419	3,304,419
Developer Contribution ^[a]	3,588,835	14,840,475	2,248,587	1,650,401	26,512	-	22,354,810
Total Sources of Funds	\$ 3,588,835	\$ 23,413,375	\$ 3,953,587	\$ 2,740,401	\$ 7,601,512	\$ 3,304,419	\$ 48,030,963
Uses of Funds							
General Benefit Improvements	\$ -	\$ 5,376,410	\$ -	\$ -	\$ -	\$ -	\$ 5,376,410
Specific Benefit Improvements	-	17,996,965	3,913,587	2,700,401	7,561,512	-	32,172,465
Zone 4 Phase 5 Improvements	-	-	-	-	-	3,264,419	3,264,419
Private Improvements ^[a]	3,588,835	-	-	-	-	-	3,588,835
	\$ 3,588,835	\$ 23,373,375	\$ 3,913,587	\$ 2,700,401	\$ 7,561,512	\$ 3,264,419	\$ 44,402,129
Other Costs							
Administrative Costs	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 200,000
	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 200,000
Total Uses of Funds	\$ 3,588,835	\$ 23,413,375	\$ 3,953,587	\$ 2,740,401	\$ 7,601,512	\$ 3,304,419	\$ 44,602,129

Footnotes:

[a] Not reimbursable to the Developer through Assessments or the issuance of PID Bonds.

[b] The total 2006 Assessment Ordinance levy was \$16,347,600. Collections were triggered to begin on the 2006 Parcels starting with the Annual Installment due 1/31/2008, to which \$5,939,400 of the original levy is apportioned. Collections were triggered to begin on the 2008 Parcels starting with the Annual Installment due 1/31/2010, to which \$2,593,500 of the original levy is apportioned. The remaining \$7,814,700 of the Original Levy went stale as of 12/31/2012.

[c] All but the Zone 1 portion of the 2006 Assessment Ordinance levy was terminated on 12/31/2012. Assessments in the amount of \$1,655,773 is being re-levied on the Zone 2 Parcels per the 2020 Assessment Ordinance.

[d] The General Benefit Improvements and Specific Benefit Improvements for Zone 1 include the PID Formation and Bond Issuance Costs for the Zone 1 Bonds, issued in 2013.

EXHIBIT E-1 – ZONE 1, ZONE 2, ZONE 3, AND ZONE 4 MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Land Use Class	Units	Equivalent Units	Prepaid/ Removed Parcels	Current Units with Outstanding Assessment	Total Original Assessment ^[a]	Current Outstanding Assessment	Maximum Assessment Per Unit	Current Outstanding Assessment Per Unit
Zone 1									
<i>2006 Parcels</i>									
Lot Type 1	Land Use Class 1	408	1	5	403	\$ 3,876,000	\$ 2,058,377	\$ 9,500.00	\$ 5,107.63
Lot Type 2	Land Use Class 2	181	1.2	5	176	\$ 2,063,400	\$ 1,084,860	\$ 11,400.00	\$ 6,163.98
<i>2008 Parcels</i>									
Lot Type 3	Land Use Class 1	105	1	0	105	\$ 997,500	\$ 566,066	\$ 9,500.00	\$ 5,391.10
Lot Type 4	Land Use Class 2	108	1.2	0	108	\$ 1,231,200	\$ 698,680	\$ 11,400.00	\$ 6,469.26
Lot Type 5	Land Use Class 3	64	0.6	0	64	\$ 364,800	\$ 207,018	\$ 5,700.00	\$ 3,234.65
Subtotal		866	887.2		856	\$ 8,532,900	\$ 4,615,000		
Zone 2									
<i>2016 Parcels</i>									
Lot Type 6	Land Use Class 1	97	1	1	96	\$ 895,000	\$ 765,153	\$ 9,500.00	\$ 7,970.34
<i>2017 Parcels</i>									
Lot Type 7	Land Use Class 1	84	1	0	84	\$ 770,000	\$ 675,638	\$ 9,500.00	\$ 8,043.31
Subtotal		181			180	\$ 1,665,000	\$ 1,440,790		
Zone 3									
<i>2020 Parcels</i>									
Lot Type 8	Land Use Class 1	111	1	1	110	\$ 1,050,000	\$ 931,532	\$ 9,500.00	\$ 8,468.47
Subtotal		111			110	\$ 1,050,000	\$ 931,532		
Zone 4^[b]									
<i>Phase 3</i>									
Lot Type 9	Land Use Class 4	161	N/A	0	161	\$ 4,043,783	\$ 3,603,673	\$ 25,116.66	\$ 22,383.06
<i>Phase 4</i>									
Lot Type 10	Land Use Class 4	139	N/A	0	146	\$ 3,491,217	\$ 3,267,927	\$ 23,912.45	\$ 22,383.06
Subtotal		300			307	\$ 7,535,000	\$ 6,871,600		
Total		1458			1453	\$ 18,782,900	\$ 13,858,922		

Notes:

[a] For Zone 1, The Total Original Assessment refers to the portion of the Assessment levied by the 2006 Assessment Ordinance attributable to the 2006 Parcels and the 2008 Parcels. For Zone 2, Zone 3, and Zone 4, the Total Original Assessment for each Zone refers to the Assessment levied on Zone 2, Zone 3 and Zone 4 by the 2020 Assessment Ordinance respectively.

[b] The Zone 4 Assessment was levied only on Zone 4 Phase 3 and Zone 4 Phase 4. See **Exhibit E-2** for Zone 4 Phase 5 Assessment.

EXHIBIT E-2 – ZONE 4 PHASE 5 MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ^[a]	Estimated Appraised Value		Estimated Buildout Value ^[a]		Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	
Zone 4 Phase 5										
Lot Type 11	147	\$ 76,500	\$ 11,245,500	\$ 450,000	\$ 66,150,000	\$ 22,479.04	\$ 3,304,419	\$ 1,979.26	\$ 290,951	\$ 0.439835
Total	147		\$ 11,245,500		\$ 66,150,000		\$ 3,304,419		\$ 290,951	

Footnotes:

[a] As provided in the Developer model dated 02/23/2026.

EXHIBIT F-1 – ZONE 1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2611119	1		\$ 5,013.49	\$ 590.02
2610985	1		\$ 5,013.49	\$ 590.02
2644036	4		\$ 6,723.91	\$ 625.78
2612352	1		\$ 5,013.49	\$ 590.02
2611060	1		\$ 5,013.49	\$ 590.02
2612400	1		\$ 5,013.49	\$ 590.02
2612349	1	[b]	\$ -	\$ -
2644024	4		\$ 6,723.91	\$ 625.78
2610965	1		\$ 5,013.49	\$ 590.02
2649749	5	[b]	\$ -	\$ -
2611013	1		\$ 5,013.49	\$ 590.02
2612675	2		\$ 6,016.19	\$ 708.02
2612519	1		\$ 5,013.49	\$ 590.02
2649776	5		\$ 3,361.98	\$ 312.89
2611158	1		\$ 5,013.49	\$ 590.02
2643986	4		\$ 6,723.91	\$ 625.78
2610958	1		\$ 5,013.49	\$ 590.02
2612424	2		\$ 6,016.19	\$ 708.02
2612398	1		\$ 5,013.49	\$ 590.02
2612554	1		\$ 5,013.49	\$ 590.02
2612678	2		\$ 6,016.19	\$ 708.02
2611016	1		\$ 5,013.49	\$ 590.02
2643953	4		\$ 6,723.91	\$ 625.78
2644029	4		\$ 6,723.91	\$ 625.78
2612585	2		\$ 6,016.19	\$ 708.02
2612396	1		\$ 5,013.49	\$ 590.02
2612492	1		\$ 5,013.49	\$ 590.02
2644047	4		\$ 6,723.91	\$ 625.78
2646555	3		\$ 5,603.32	\$ 521.48
2611049	1		\$ 5,013.49	\$ 590.02
2611094	1		\$ 5,013.49	\$ 590.02
2646535	3		\$ 5,603.32	\$ 521.48
2644072	4		\$ 6,723.91	\$ 625.78
2643999	4		\$ 6,723.91	\$ 625.78
2646626	Non-Benefitted		\$ -	\$ -
2646539	3		\$ 5,603.32	\$ 521.48
2611032	1		\$ 5,013.49	\$ 590.02
2649747	5		\$ 3,361.98	\$ 312.89
2611157	1		\$ 5,013.49	\$ 590.02

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2612454	2		\$ 6,016.19	\$ 708.02
2612656	2		\$ 6,016.19	\$ 708.02
2612548	1		\$ 5,013.49	\$ 590.02
2611135	1		\$ 5,013.49	\$ 590.02
2611036	1		\$ 5,013.49	\$ 590.02
2612690	2		\$ 6,016.19	\$ 708.02
2649774	5		\$ 3,361.98	\$ 312.89
2612688	2		\$ 6,016.19	\$ 708.02
2612594	2		\$ 6,016.19	\$ 708.02
2610949	Non-Benefitted		\$ -	\$ -
2649760	5		\$ 3,361.98	\$ 312.89
2649758	5		\$ 3,361.98	\$ 312.89
2612533	1		\$ 5,013.49	\$ 590.02
2612448	2	[b]	\$ -	\$ -
2612423	2		\$ 6,016.19	\$ 708.02
2612597	2		\$ 6,016.19	\$ 708.02
2611111	1		\$ 5,013.49	\$ 590.02
2646517	3		\$ 5,603.32	\$ 521.48
2646576	3		\$ 5,603.32	\$ 521.48
2644035	4		\$ 6,723.91	\$ 625.78
2612350	1		\$ 5,013.49	\$ 590.02
2611149	1		\$ 5,013.49	\$ 590.02
2643997	4		\$ 6,723.91	\$ 625.78
2611040	1		\$ 5,013.49	\$ 590.02
2646606	3		\$ 5,603.32	\$ 521.48
2646578	3		\$ 5,603.32	\$ 521.48
2612579	1		\$ 5,013.49	\$ 590.02
2612578	1		\$ 5,013.49	\$ 590.02
2610948	Non-Benefitted		\$ -	\$ -
2611057	1		\$ 5,013.49	\$ 590.02
2646548	3		\$ 5,603.32	\$ 521.48
2612544	1		\$ 5,013.49	\$ 590.02
2644065	4		\$ 6,723.91	\$ 625.78
2611097	1		\$ 5,013.49	\$ 590.02
2611068	1		\$ 5,013.49	\$ 590.02
2612466	1		\$ 5,013.49	\$ 590.02
2612328	1	[d]	\$ 5,013.49	\$ 295.01
2611136	1		\$ 5,013.49	\$ 590.02
2612461	1		\$ 5,013.49	\$ 590.02
2612539	1		\$ 5,013.49	\$ 590.02

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2646608	3		\$ 5,603.32	\$ 521.48
2646604	3		\$ 5,603.32	\$ 521.48
2610962	1		\$ 5,013.49	\$ 590.02
2646533	3		\$ 5,603.32	\$ 521.48
2612558	1		\$ 5,013.49	\$ 590.02
2612520	1		\$ 5,013.49	\$ 590.02
2612429	2		\$ 6,016.19	\$ 708.02
2611151	1		\$ 5,013.49	\$ 590.02
2612421	2		\$ 6,016.19	\$ 708.02
2611022	1		\$ 5,013.49	\$ 590.02
2644032	4		\$ 6,723.91	\$ 625.78
2644040	4		\$ 6,723.91	\$ 625.78
2610865	1		\$ 5,013.49	\$ 590.02
2611093	1		\$ 5,013.49	\$ 590.02
2612562	1		\$ 5,013.49	\$ 590.02
2611043	1		\$ 5,013.49	\$ 590.02
2610993	1		\$ 5,013.49	\$ 590.02
2611091	1		\$ 5,013.49	\$ 590.02
2612679	2		\$ 6,016.19	\$ 708.02
2612522	1		\$ 5,013.49	\$ 590.02
2611010	1		\$ 5,013.49	\$ 590.02
2646552	3		\$ 5,603.32	\$ 521.48
2649783	5		\$ 3,361.98	\$ 312.89
2610946	Non-Benefitted		\$ -	\$ -
2611152	1		\$ 5,013.49	\$ 590.02
2612574	1		\$ 5,013.49	\$ 590.02
2611023	1		\$ 5,013.49	\$ 590.02
2649766	5		\$ 3,361.98	\$ 312.89
2610863	1		\$ 5,013.49	\$ 590.02
2610854	1		\$ 5,013.49	\$ 590.02
2649802	5		\$ 3,361.98	\$ 312.89
2612661	2		\$ 6,016.19	\$ 708.02
2611099	1		\$ 5,013.49	\$ 590.02
2612460	1		\$ 5,013.49	\$ 590.02
2611120	1		\$ 5,013.49	\$ 590.02
2646584	3		\$ 5,603.32	\$ 521.48
2612443	2		\$ 6,016.19	\$ 708.02
2612395	1		\$ 5,013.49	\$ 590.02
2612549	1		\$ 5,013.49	\$ 590.02
2649770	5		\$ 3,361.98	\$ 312.89

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2649782	5		\$ 3,361.98	\$ 312.89
2646611	3		\$ 5,603.32	\$ 521.48
2611021	1		\$ 5,013.49	\$ 590.02
2612685	2		\$ 6,016.19	\$ 708.02
2611125	1		\$ 5,013.49	\$ 590.02
2610983	1		\$ 5,013.49	\$ 590.02
2612568	1		\$ 5,013.49	\$ 590.02
2612668	2		\$ 6,016.19	\$ 708.02
2649798	5		\$ 3,361.98	\$ 312.89
2612557	1		\$ 5,013.49	\$ 590.02
2610994	1		\$ 5,013.49	\$ 590.02
2612480	2		\$ 6,016.19	\$ 708.02
2612362	1		\$ 5,013.49	\$ 590.02
2646559	3		\$ 5,603.32	\$ 521.48
2611145	1		\$ 5,013.49	\$ 590.02
2646602	3		\$ 5,603.32	\$ 521.48
2646581	3		\$ 5,603.32	\$ 521.48
2644027	4		\$ 6,723.91	\$ 625.78
2643991	4		\$ 6,723.91	\$ 625.78
2643980	4		\$ 6,723.91	\$ 625.78
2646562	3		\$ 5,603.32	\$ 521.48
2612445	2		\$ 6,016.19	\$ 708.02
2643977	4		\$ 6,723.91	\$ 625.78
2649759	5		\$ 3,361.98	\$ 312.89
2612361	1		\$ 5,013.49	\$ 590.02
2646538	3		\$ 5,603.32	\$ 521.48
2611107	1		\$ 5,013.49	\$ 590.02
2649809	5		\$ 3,361.98	\$ 312.89
2612532	1		\$ 5,013.49	\$ 590.02
2611156	1		\$ 5,013.49	\$ 590.02
2649762	5		\$ 3,361.98	\$ 312.89
2612355	1		\$ 5,013.49	\$ 590.02
2646557	3		\$ 5,603.32	\$ 521.48
2646585	3		\$ 5,603.32	\$ 521.48
2612516	2		\$ 6,016.19	\$ 708.02
2612502	1		\$ 5,013.49	\$ 590.02
2611019	1	[b]	\$ -	\$ -
2612365	1		\$ 5,013.49	\$ 590.02
2610966	1		\$ 5,013.49	\$ 590.02
2611095	1		\$ 5,013.49	\$ 590.02

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2649782	5		\$ 3,361.98	\$ 312.89
2646611	3		\$ 5,603.32	\$ 521.48
2611021	1		\$ 5,013.49	\$ 590.02
2612685	2		\$ 6,016.19	\$ 708.02
2611125	1		\$ 5,013.49	\$ 590.02
2610983	1		\$ 5,013.49	\$ 590.02
2612568	1		\$ 5,013.49	\$ 590.02
2612668	2		\$ 6,016.19	\$ 708.02
2649798	5		\$ 3,361.98	\$ 312.89
2612557	1		\$ 5,013.49	\$ 590.02
2610994	1		\$ 5,013.49	\$ 590.02
2612480	2		\$ 6,016.19	\$ 708.02
2612362	1		\$ 5,013.49	\$ 590.02
2646559	3		\$ 5,603.32	\$ 521.48
2611145	1		\$ 5,013.49	\$ 590.02
2646602	3		\$ 5,603.32	\$ 521.48
2646581	3		\$ 5,603.32	\$ 521.48
2644027	4		\$ 6,723.91	\$ 625.78
2643991	4		\$ 6,723.91	\$ 625.78
2643980	4		\$ 6,723.91	\$ 625.78
2646562	3		\$ 5,603.32	\$ 521.48
2612445	2		\$ 6,016.19	\$ 708.02
2643977	4		\$ 6,723.91	\$ 625.78
2649759	5		\$ 3,361.98	\$ 312.89
2612361	1		\$ 5,013.49	\$ 590.02
2646538	3		\$ 5,603.32	\$ 521.48
2611107	1		\$ 5,013.49	\$ 590.02
2649809	5		\$ 3,361.98	\$ 312.89
2612532	1		\$ 5,013.49	\$ 590.02
2611156	1		\$ 5,013.49	\$ 590.02
2649762	5		\$ 3,361.98	\$ 312.89
2612355	1		\$ 5,013.49	\$ 590.02
2646557	3		\$ 5,603.32	\$ 521.48
2646585	3		\$ 5,603.32	\$ 521.48
2612516	2		\$ 6,016.19	\$ 708.02
2612502	1		\$ 5,013.49	\$ 590.02
2611019	1	[b]	\$ -	\$ -
2612365	1		\$ 5,013.49	\$ 590.02
2610966	1		\$ 5,013.49	\$ 590.02
2611095	1		\$ 5,013.49	\$ 590.02

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2612534	1		\$ 5,013.49	\$ 590.02
2643990	4		\$ 6,723.91	\$ 625.78
2611140	1		\$ 5,013.49	\$ 590.02
2610981	1		\$ 5,013.49	\$ 590.02
2612452	2		\$ 6,016.19	\$ 708.02
2646527	3		\$ 5,603.32	\$ 521.48
2612481	2		\$ 6,016.19	\$ 708.02
2612333	1		\$ 5,013.49	\$ 590.02
2612553	1		\$ 5,013.49	\$ 590.02
2612515	2		\$ 6,016.19	\$ 708.02
2611065	1		\$ 5,013.49	\$ 590.02
2611042	1		\$ 5,013.49	\$ 590.02
2611017	1		\$ 5,013.49	\$ 590.02
2612591	2		\$ 6,016.19	\$ 708.02
2612332	1		\$ 5,013.49	\$ 590.02
2613993	Non-Benefitted		\$ -	\$ -
2611159	2		\$ 6,016.19	\$ 708.02
2649803	5		\$ 3,361.98	\$ 312.89
2644028	4		\$ 6,723.91	\$ 625.78
2612510	1		\$ 5,013.49	\$ 590.02
2612509	1		\$ 5,013.49	\$ 590.02
2612467	1		\$ 5,013.49	\$ 590.02
2644022	4		\$ 6,723.91	\$ 625.78
2646563	3		\$ 5,603.32	\$ 521.48
2611128	1		\$ 5,013.49	\$ 590.02
2611106	1		\$ 5,013.49	\$ 590.02
2612559	1		\$ 5,013.49	\$ 590.02
2643988	4		\$ 6,723.91	\$ 625.78
2610984	1		\$ 5,013.49	\$ 590.02
2612689	2		\$ 6,016.19	\$ 708.02
2612499	1	[e]	\$ 5,013.49	\$ 295.01
2612430	2		\$ 6,016.19	\$ 708.02
2612517	2		\$ 6,016.19	\$ 708.02
2646541	3		\$ 5,603.32	\$ 521.48
2612472	1		\$ 5,013.49	\$ 590.02
2612478	2		\$ 6,016.19	\$ 708.02
2611134	1		\$ 5,013.49	\$ 590.02
2644048	4		\$ 6,723.91	\$ 625.78
2649790	5		\$ 3,361.98	\$ 312.89
2611138	1		\$ 5,013.49	\$ 590.02

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2612536	1		\$ 5,013.49	\$ 590.02
2611050	1		\$ 5,013.49	\$ 590.02
2612673	2		\$ 6,016.19	\$ 708.02
2611015	1		\$ 5,013.49	\$ 590.02
2612507	1		\$ 5,013.49	\$ 590.02
2611103	1		\$ 5,013.49	\$ 590.02
2649772	5		\$ 3,361.98	\$ 312.89
2646625	Non-Benefitted		\$ -	\$ -
2649765	5		\$ 3,361.98	\$ 312.89
2612683	2		\$ 6,016.19	\$ 708.02
2612655	2		\$ 6,016.19	\$ 708.02
2649786	5		\$ 3,361.98	\$ 312.89
2612664	2		\$ 6,016.19	\$ 708.02
2644030	4		\$ 6,723.91	\$ 625.78
2612439	2		\$ 6,016.19	\$ 708.02
2612450	2		\$ 6,016.19	\$ 708.02
2611129	1		\$ 5,013.49	\$ 590.02
2644091	4		\$ 6,723.91	\$ 625.78
2611020	1		\$ 5,013.49	\$ 590.02
2612488	2		\$ 6,016.19	\$ 708.02
2612447	2		\$ 6,016.19	\$ 708.02
2644075	Non-Benefitted		\$ -	\$ -
2610864	1		\$ 5,013.49	\$ 590.02
2644089	4		\$ 6,723.91	\$ 625.78
2612670	2		\$ 6,016.19	\$ 708.02
2612442	2	[f]	\$ 6,016.19	\$ 354.01
2612684	2		\$ 6,016.19	\$ 708.02
2611122	1		\$ 5,013.49	\$ 590.02
2612652	2		\$ 6,016.19	\$ 708.02
2643960	Non-Benefitted		\$ -	\$ -
2612654	2		\$ 6,016.19	\$ 708.02
2643994	Non-Benefitted		\$ -	\$ -
2612687	2		\$ 6,016.19	\$ 708.02
2611143	1		\$ 5,013.49	\$ 590.02
2646522	3		\$ 5,603.32	\$ 521.48
2646621	Non-Benefitted		\$ -	\$ -
2611092	1		\$ 5,013.49	\$ 590.02
2612682	2		\$ 6,016.19	\$ 708.02
2612582	2		\$ 6,016.19	\$ 708.02

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2612626	2		\$ 6,016.19	\$ 708.02
2611100	1		\$ 5,013.49	\$ 590.02
2612658	2		\$ 6,016.19	\$ 708.02
2649796	5		\$ 3,361.98	\$ 312.89
2612556	1		\$ 5,013.49	\$ 590.02
2646529	3		\$ 5,603.32	\$ 521.48
2612555	1		\$ 5,013.49	\$ 590.02
2612523	1		\$ 5,013.49	\$ 590.02
2612463	1		\$ 5,013.49	\$ 590.02
2611051	1		\$ 5,013.49	\$ 590.02
2612406	1		\$ 5,013.49	\$ 590.02
2612470	1		\$ 5,013.49	\$ 590.02
2644023	4		\$ 6,723.91	\$ 625.78
2612586	2		\$ 6,016.19	\$ 708.02
2612433	2		\$ 6,016.19	\$ 708.02
2646521	3		\$ 5,603.32	\$ 521.48
2612393	2		\$ 6,016.19	\$ 708.02
2649748	5		\$ 3,361.98	\$ 312.89
2644045	4		\$ 6,723.91	\$ 625.78
2649777	5		\$ 3,361.98	\$ 312.89
2649767	5		\$ 3,361.98	\$ 312.89
2611089	1		\$ 5,013.49	\$ 590.02
2644073	4		\$ 6,723.91	\$ 625.78
2644074	4		\$ 6,723.91	\$ 625.78
2612672	2		\$ 6,016.19	\$ 708.02
2610873	Non-Benefitted		\$ -	\$ -
2644051	4		\$ 6,723.91	\$ 625.78
2612367	1		\$ 5,013.49	\$ 590.02
2612483	2		\$ 6,016.19	\$ 708.02
2649807	5		\$ 3,361.98	\$ 312.89
2644033	4		\$ 6,723.91	\$ 625.78
2612334	2		\$ 6,016.19	\$ 708.02
2643989	4		\$ 6,723.91	\$ 625.78
2612653	2		\$ 6,016.19	\$ 708.02
2646537	3		\$ 5,603.32	\$ 521.48
2612491	1		\$ 5,013.49	\$ 590.02
2612508	1		\$ 5,013.49	\$ 590.02
2612358	1		\$ 5,013.49	\$ 590.02
2643972	Non-Benefitted		\$ -	\$ -
2611117	1		\$ 5,013.49	\$ 590.02

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2612538	1		\$ 5,013.49	\$ 590.02
2644041	4		\$ 6,723.91	\$ 625.78
2612329	1		\$ 5,013.49	\$ 590.02
2611141	1		\$ 5,013.49	\$ 590.02
2643976	4		\$ 6,723.91	\$ 625.78
2611109	1		\$ 5,013.49	\$ 590.02
2646565	3		\$ 5,603.32	\$ 521.48
2612618	1		\$ 5,013.49	\$ 590.02
2610869	1		\$ 5,013.49	\$ 590.02
2646614	3		\$ 5,603.32	\$ 521.48
2611113	1		\$ 5,013.49	\$ 590.02
2644043	4		\$ 6,723.91	\$ 625.78
2611056	1		\$ 5,013.49	\$ 590.02
2610989	1		\$ 5,013.49	\$ 590.02
2611123	1		\$ 5,013.49	\$ 590.02
2611038	1		\$ 5,013.49	\$ 590.02
2611104	1		\$ 5,013.49	\$ 590.02
2643984	4		\$ 6,723.91	\$ 625.78
2612550	1		\$ 5,013.49	\$ 590.02
2612576	1		\$ 5,013.49	\$ 590.02
2612592	2		\$ 6,016.19	\$ 708.02
2644093	Non-Benefitted		\$ -	\$ -
2612524	1		\$ 5,013.49	\$ 590.02
2611133	1		\$ 5,013.49	\$ 590.02
2612541	1		\$ 5,013.49	\$ 590.02
2646520	3		\$ 5,603.32	\$ 521.48
2612451	2		\$ 6,016.19	\$ 708.02
2629292	2		\$ 6,016.19	\$ 708.02
2612402	1		\$ 5,013.49	\$ 590.02
2610954	Non-Benefitted		\$ -	\$ -
2611055	1		\$ 5,013.49	\$ 590.02
2644001	4		\$ 6,723.91	\$ 625.78
2612624	1		\$ 5,013.49	\$ 590.02
2649754	5		\$ 3,361.98	\$ 312.89
2610872	1		\$ 5,013.49	\$ 590.02
2612596	2		\$ 6,016.19	\$ 708.02
2611139	1		\$ 5,013.49	\$ 590.02
2611130	1		\$ 5,013.49	\$ 590.02
2610950	Non-Benefitted		\$ -	\$ -

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2611070	1	[b]	\$ 5,013.49	\$ 590.02
2649779	5		\$ 3,361.98	\$ 312.89
2649794	5		\$ 3,361.98	\$ 312.89
2611110	1		\$ -	\$ -
2612366	1		\$ 5,013.49	\$ 590.02
2611132	1		\$ 5,013.49	\$ 590.02
2646516	3		\$ 5,603.32	\$ 521.48
2612453	2		\$ 6,016.19	\$ 708.02
2612486	2		\$ 6,016.19	\$ 708.02
2611039	1		\$ 5,013.49	\$ 590.02
2646556	3		\$ 5,603.32	\$ 521.48
2611026	1		\$ 5,013.49	\$ 590.02
2612552	1		\$ 5,013.49	\$ 590.02
2643998	4		\$ 6,723.91	\$ 625.78
2612420	2		\$ 6,016.19	\$ 708.02
2643947	Non-Benefitted		\$ -	\$ -
2643981	4		\$ 6,723.91	\$ 625.78
2612681	2		\$ 6,016.19	\$ 708.02
2612540	1		\$ 5,013.49	\$ 590.02
2611096	1		\$ 5,013.49	\$ 590.02
2646620	Non-Benefitted	[g]	\$ -	\$ -
2612473	1		\$ 5,013.49	\$ 590.02
2612530	1		\$ 5,013.49	\$ 590.02
2611127	1		\$ 5,013.49	\$ 590.02
2646553	3		\$ 5,603.32	\$ 521.48
2646610	3		\$ 5,603.32	\$ 521.48
2612504	1		\$ 5,013.49	\$ 590.02
2612363	1		\$ 5,013.49	\$ 590.02
2611045	1		\$ 5,013.49	\$ 590.02
2612657	2		\$ 6,016.19	\$ 708.02
2644021	4		\$ 6,723.91	\$ 625.78
2612475	1		\$ 5,013.49	\$ 590.02
2611067	1		\$ 5,013.49	\$ 295.01
2649756	5		\$ 3,361.98	\$ 312.89
2646546	3		\$ 5,603.32	\$ 521.48
2646526	3		\$ 5,603.32	\$ 521.48
2611112	1		\$ 5,013.49	\$ 590.02
2612512	1		\$ 5,013.49	\$ 590.02
2612459	1		\$ 5,013.49	\$ 590.02
2649755	5		\$ 3,361.98	\$ 312.89

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2612438	2	[h]	\$ 6,016.19	\$ 708.02
2649810	5		\$ 3,361.98	\$ 312.89
2610871	1		\$ 5,013.49	\$ 590.02
2612458	1		\$ 5,013.49	\$ 590.02
2646605	3		\$ 5,603.32	\$ 521.48
2612389	2		\$ 6,016.19	\$ 708.02
2649752	5		\$ 3,361.98	\$ 312.89
2610957	1		\$ 5,013.49	\$ 590.02
2646583	3		\$ 5,603.32	\$ 260.74
2612397	1		\$ 5,013.49	\$ 590.02
2612399	1		\$ 5,013.49	\$ 590.02
2611087	1		\$ 5,013.49	\$ 590.02
2611046	1		\$ 5,013.49	\$ 590.02
2646531	3		\$ 5,603.32	\$ 521.48
2611041	1		\$ 5,013.49	\$ 590.02
2646567	3		\$ 5,603.32	\$ 521.48
2611131	1		\$ 5,013.49	\$ 590.02
2643983	4		\$ 6,723.91	\$ 625.78
2612659	2		\$ 6,016.19	\$ 708.02
2610964	1		\$ 5,013.49	\$ 590.02
2612588	2		\$ 6,016.19	\$ 708.02
2646579	3		\$ 5,603.32	\$ 521.48
2612621	1		\$ 5,013.49	\$ 590.02
2611018	1		\$ 5,013.49	\$ 590.02
2612531	1		\$ 5,013.49	\$ 590.02
2646561	3		\$ 5,603.32	\$ 521.48
2612611	Non-Benefitted		\$ -	\$ -
2611173	1		\$ 5,013.49	\$ 590.02
2612546	1		\$ 5,013.49	\$ 590.02
2612561	1		\$ 5,013.49	\$ 590.02
2612600	2		\$ 6,016.19	\$ 708.02
2646525	3		\$ 5,603.32	\$ 521.48
2612527	1		\$ 5,013.49	\$ 590.02
2612514	1		\$ 5,013.49	\$ 590.02
2649793	5		\$ 3,361.98	\$ 312.89
2646534	3		\$ 5,603.32	\$ 521.48
2611071	1		\$ 5,013.49	\$ 590.02
2646607	3		\$ 5,603.32	\$ 521.48
2611053	1		\$ 5,013.49	\$ 590.02
2612359	1		\$ 5,013.49	\$ 590.02

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2649785	5		\$ 3,361.98	\$ 312.89
2612577	1		\$ 5,013.49	\$ 590.02
2611064	1		\$ 5,013.49	\$ 590.02
2649797	5		\$ 3,361.98	\$ 312.89
2610945	Non-Benefitted		\$ -	\$ -
2612566	1		\$ 5,013.49	\$ 590.02
2612403	1		\$ 5,013.49	\$ 590.02
2612503	1		\$ 5,013.49	\$ 590.02
2611153	1		\$ 5,013.49	\$ 590.02
2649769	5		\$ 3,361.98	\$ 312.89
2612436	2		\$ 6,016.19	\$ 708.02
2612360	1		\$ 5,013.49	\$ 590.02
2612623	1		\$ 5,013.49	\$ 590.02
2612680	2		\$ 6,016.19	\$ 708.02
2612567	1		\$ 5,013.49	\$ 590.02
2612425	2		\$ 6,016.19	\$ 708.02
2610960	1		\$ 5,013.49	\$ 590.02
2611116	1		\$ 5,013.49	\$ 590.02
2612660	2		\$ 6,016.19	\$ 708.02
2649746	5		\$ 3,361.98	\$ 312.89
2646519	3		\$ 5,603.32	\$ 521.48
2612560	1		\$ 5,013.49	\$ 590.02
2612449	2		\$ 6,016.19	\$ 708.02
2612357	1		\$ 5,013.49	\$ 590.02
2612589	2	[i]	\$ 6,016.19	\$ 354.01
2612571	1		\$ 5,013.49	\$ 590.02
2612465	1		\$ 5,013.49	\$ 590.02
2610867	1		\$ 5,013.49	\$ 590.02
2612547	1		\$ 5,013.49	\$ 590.02
2646532	3		\$ 5,603.32	\$ 521.48
2612426	2		\$ 6,016.19	\$ 708.02
2644000	4		\$ 6,723.91	\$ 625.78
2646551	3		\$ 5,603.32	\$ 521.48
2646586	3		\$ 5,603.32	\$ 521.48
2643949	4		\$ 6,723.91	\$ 625.78
2646588	3		\$ 5,603.32	\$ 521.48
2646550	3		\$ 5,603.32	\$ 521.48
2610956	1		\$ 5,013.49	\$ 590.02
2646530	3		\$ 5,603.32	\$ 521.48
2643982	4		\$ 6,723.91	\$ 625.78

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2611118	1	[b]	\$ 5,013.49	\$ 590.02
2612662	2		\$ 6,016.19	\$ 708.02
2646549	3		\$ 5,603.32	\$ 521.48
2611044	1		\$ 5,013.49	\$ 590.02
2612464	1		\$ 5,013.49	\$ 590.02
2611033	1		\$ 5,013.49	\$ 590.02
2612468	1		\$ -	\$ -
2646542	3		\$ 5,603.32	\$ 521.48
2612627	2		\$ 6,016.19	\$ 708.02
2611150	1		\$ 5,013.49	\$ 590.02
2610961	1		\$ 5,013.49	\$ 590.02
2612598	2		\$ 6,016.19	\$ 708.02
2612665	2		\$ 6,016.19	\$ 708.02
2611037	1		\$ 5,013.49	\$ 590.02
2611031	1		\$ 5,013.49	\$ 590.02
2611102	1		\$ 5,013.49	\$ 590.02
2612441	2		\$ 6,016.19	\$ 708.02
2612676	2		\$ 6,016.19	\$ 708.02
2611146	1		\$ 5,013.49	\$ 590.02
2611147	1		\$ 5,013.49	\$ 590.02
2612437	2		\$ 6,016.19	\$ 708.02
2612625	1		\$ 5,013.49	\$ 590.02
2612564	1		\$ 5,013.49	\$ 590.02
2644034	4		\$ 6,723.91	\$ 625.78
2646543	3		\$ 5,603.32	\$ 521.48
2611029	1		\$ 5,013.49	\$ 590.02
2612619	1		\$ 5,013.49	\$ 590.02
2612330	2		\$ 6,016.19	\$ 708.02
2612477	1		\$ 5,013.49	\$ 590.02
2611088	1		\$ 5,013.49	\$ 590.02
2649795	5		\$ 3,361.98	\$ 312.89
2612542	1		\$ 5,013.49	\$ 590.02
2646587	3		\$ 5,603.32	\$ 521.48
2646558	3		\$ 5,603.32	\$ 521.48
2649773	5		\$ 3,361.98	\$ 312.89
2612584	2		\$ 6,016.19	\$ 708.02
2612428	2		\$ 6,016.19	\$ 708.02
2612677	2		\$ 6,016.19	\$ 708.02
2611058	1		\$ 5,013.49	\$ 590.02
2646603	3		\$ 5,603.32	\$ 521.48

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2646577	3		\$ 5,603.32	\$ 521.48
2649775	5		\$ 3,361.98	\$ 312.89
2646582	3		\$ 5,603.32	\$ 521.48
2611137	1		\$ 5,013.49	\$ 590.02
2646544	3		\$ 5,603.32	\$ 521.48
2649781	5		\$ 3,361.98	\$ 312.89
2611155	1		\$ 5,013.49	\$ 590.02
2612391	2		\$ 6,016.19	\$ 708.02
2646580	3		\$ 5,603.32	\$ 521.48
2643993	4		\$ 6,723.91	\$ 625.78
2610959	1		\$ 5,013.49	\$ 590.02
2612590	2	[b]	\$ -	\$ -
2612390	2		\$ 6,016.19	\$ 708.02
2611114	1		\$ 5,013.49	\$ 590.02
2649791	5		\$ 3,361.98	\$ 312.89
2611124	1		\$ 5,013.49	\$ 590.02
2611011	1		\$ 5,013.49	\$ 590.02
2612487	2		\$ 6,016.19	\$ 708.02
2643954	4		\$ 6,723.91	\$ 625.78
2610868	1		\$ 5,013.49	\$ 590.02
2611121	1		\$ 5,013.49	\$ 590.02
2612525	1		\$ 5,013.49	\$ 590.02
2612573	1		\$ 5,013.49	\$ 590.02
2646622	Non-Benefitted		\$ -	\$ -
2643979	4		\$ 6,723.91	\$ 625.78
2612599	2		\$ 6,016.19	\$ 708.02
2612388	2		\$ 6,016.19	\$ 708.02
2644039	4		\$ 6,723.91	\$ 625.78
2612457	1		\$ 5,013.49	\$ 590.02
2612686	2		\$ 6,016.19	\$ 708.02
2612482	2		\$ 6,016.19	\$ 708.02
2649788	5		\$ 3,361.98	\$ 312.89
2644049	4		\$ 6,723.91	\$ 625.78
2611027	1		\$ 5,013.49	\$ 590.02
2643992	4		\$ 6,723.91	\$ 625.78
2612529	1		\$ 5,013.49	\$ 590.02
2644050	4		\$ 6,723.91	\$ 625.78
2612569	1		\$ 5,013.49	\$ 590.02
2612521	1		\$ 5,013.49	\$ 590.02
2649799	5		\$ 3,361.98	\$ 312.89

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2611101	1		\$ 5,013.49	\$ 590.02
2612394	2		\$ 6,016.19	\$ 708.02
2611014	1		\$ 5,013.49	\$ 590.02
2646513	3		\$ 5,603.32	\$ 521.48
2646613	3		\$ 5,603.32	\$ 521.48
2612498	1		\$ 5,013.49	\$ 590.02
2612669	2		\$ 6,016.19	\$ 708.02
2611098	1		\$ 5,013.49	\$ 590.02
2610982	1		\$ 5,013.49	\$ 590.02
2644038	4		\$ 6,723.91	\$ 625.78
2612354	1		\$ 5,013.49	\$ 590.02
2646609	3		\$ 5,603.32	\$ 521.48
2612392	2		\$ 6,016.19	\$ 708.02
2611024	1		\$ 5,013.49	\$ 590.02
2611061	1		\$ 5,013.49	\$ 590.02
2612511	1		\$ 5,013.49	\$ 590.02
2612535	1		\$ 5,013.49	\$ 590.02
2612356	1		\$ 5,013.49	\$ 590.02
2612422	2		\$ 6,016.19	\$ 708.02
2643985	4		\$ 6,723.91	\$ 625.78
2646554	3		\$ 5,603.32	\$ 521.48
2644031	4		\$ 6,723.91	\$ 625.78
2649757	5	[b]	\$ -	\$ -
2612545	1		\$ 5,013.49	\$ 590.02
2612691	2		\$ 6,016.19	\$ 708.02
2644026	4		\$ 6,723.91	\$ 625.78
2649805	5		\$ 3,361.98	\$ 312.89
2612506	1		\$ 5,013.49	\$ 590.02
2612323	2		\$ 6,016.19	\$ 708.02
2649806	5		\$ 3,361.98	\$ 312.89
2611030	1		\$ 5,013.49	\$ 590.02
2612469	1		\$ 5,013.49	\$ 590.02
2612674	2	[b]	\$ -	\$ -
2611034	1		\$ 5,013.49	\$ 590.02
2612505	1		\$ 5,013.49	\$ 590.02
2644071	4		\$ 6,723.91	\$ 625.78
2612587	2		\$ 6,016.19	\$ 708.02
2612583	2		\$ 6,016.19	\$ 708.02
2612518	1		\$ 5,013.49	\$ 590.02
2612432	2		\$ 6,016.19	\$ 708.02

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2646564	3		\$ 5,603.32	\$ 521.48
2612595	2		\$ 6,016.19	\$ 708.02
2649801	5		\$ 3,361.98	\$ 312.89
2644044	4		\$ 6,723.91	\$ 625.78
2612563	1		\$ 5,013.49	\$ 590.02
2611054	1		\$ 5,013.49	\$ 590.02
2646540	3		\$ 5,603.32	\$ 521.48
2612485	2		\$ 6,016.19	\$ 708.02
2610963	1		\$ 5,013.49	\$ 590.02
2644067	4		\$ 6,723.91	\$ 625.78
2612500	1		\$ 5,013.49	\$ 590.02
2649784	5		\$ 3,361.98	\$ 312.89
2610988	1		\$ 5,013.49	\$ 590.02
2646566	3		\$ 5,603.32	\$ 521.48
2612666	2		\$ 6,016.19	\$ 708.02
2612649	2		\$ 6,016.19	\$ 708.02
2649804	5		\$ 3,361.98	\$ 312.89
2644046	4		\$ 6,723.91	\$ 625.78
2649761	5		\$ 3,361.98	\$ 312.89
2612622	1		\$ 5,013.49	\$ 590.02
2612427	2		\$ 6,016.19	\$ 708.02
2612526	1		\$ 5,013.49	\$ 590.02
2611052	1		\$ 5,013.49	\$ 590.02
2612404	1		\$ 5,013.49	\$ 590.02
2612401	1		\$ 5,013.49	\$ 590.02
2611063	1		\$ 5,013.49	\$ 590.02
2649800	5		\$ 3,361.98	\$ 312.89
2612351	1		\$ 5,013.49	\$ 590.02
2643987	4		\$ 6,723.91	\$ 625.78
2612537	1		\$ 5,013.49	\$ 590.02
2610955	Non-Benefitted		\$ -	\$ -
2611062	1		\$ 5,013.49	\$ 590.02
2611035	1		\$ 5,013.49	\$ 590.02
2649787	5		\$ 3,361.98	\$ 312.89
2643952	4		\$ 6,723.91	\$ 625.78
2612336	Non-Benefitted		\$ -	\$ -
2649753	5		\$ 3,361.98	\$ 312.89
2612671	2	[b]	\$ -	\$ -
2610870	1		\$ 5,013.49	\$ 590.02

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2611148	1		\$ 5,013.49	\$ 590.02
2612580	2		\$ 6,016.19	\$ 708.02
2611025	1		\$ 5,013.49	\$ 590.02
2649778	5		\$ 3,361.98	\$ 312.89
2611126	1		\$ 5,013.49	\$ 590.02
2610952	Non-Benefitted		\$ -	\$ -
2612572	1		\$ 5,013.49	\$ 590.02
2612446	2		\$ 6,016.19	\$ 708.02
2611012	1		\$ 5,013.49	\$ 590.02
2612434	2		\$ 6,016.19	\$ 708.02
2643950	4		\$ 6,723.91	\$ 625.78
2649789	5		\$ 3,361.98	\$ 312.89
2612613	Non-Benefitted		\$ -	\$ -
2649780	5		\$ 3,361.98	\$ 312.89
2611028	1		\$ 5,013.49	\$ 590.02
2643995	4		\$ 6,723.91	\$ 625.78
2646545	3		\$ 5,603.32	\$ 521.48
2649764	5		\$ 3,361.98	\$ 312.89
2612528	1		\$ 5,013.49	\$ 590.02
2610992	1	[b]	\$ -	\$ -
2610987	1	[b]	\$ -	\$ -
2611048	1		\$ 5,013.49	\$ 590.02
2644070	4		\$ 6,723.91	\$ 625.78
2644069	4		\$ 6,723.91	\$ 625.78
2612440	2		\$ 6,016.19	\$ 708.02
2612570	1		\$ 5,013.49	\$ 590.02
2644096	Non-Benefitted		\$ -	\$ -
2611115	1		\$ 5,013.49	\$ 590.02
2629293	Non-Benefitted		\$ -	\$ -
2610947	Non-Benefitted		\$ -	\$ -
2644092	4		\$ 6,723.91	\$ 625.78
2611154	1		\$ 5,013.49	\$ 590.02
2611059	1		\$ 5,013.49	\$ 590.02
2610856	Non-Benefitted		\$ -	\$ -
2649771	5		\$ 3,361.98	\$ 312.89
2649792	5		\$ 3,361.98	\$ 312.89
2610991	1		\$ 5,013.49	\$ 590.02
2649750	5		\$ 3,361.98	\$ 312.89
2646524	3		\$ 5,603.32	\$ 521.48
2611066	1		\$ 5,013.49	\$ 590.02

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2649751	5		\$ 3,361.98	\$ 312.89
2612593	2		\$ 6,016.19	\$ 708.02
2644090	Non-Benefitted		\$ -	\$ -
2612444	2		\$ 6,016.19	\$ 708.02
2612513	1		\$ 5,013.49	\$ 590.02
2646523	3		\$ 5,603.32	\$ 521.48
2612489	2		\$ 6,016.19	\$ 708.02
2644068	4		\$ 6,723.91	\$ 625.78
2612471	1		\$ 5,013.49	\$ 590.02
2612484	2		\$ 6,016.19	\$ 708.02
2646612	3		\$ 5,603.32	\$ 521.48
2611144	1		\$ 5,013.49	\$ 590.02
2612431	2		\$ 6,016.19	\$ 708.02
2612364	1		\$ 5,013.49	\$ 590.02
2649763	5		\$ 3,361.98	\$ 312.89
2611172	2		\$ 6,016.19	\$ 708.02
2646547	3		\$ 5,603.32	\$ 521.48
2612551	1		\$ 5,013.49	\$ 590.02
2612581	2		\$ 6,016.19	\$ 708.02
2612543	1		\$ 5,013.49	\$ 590.02
2612565	1		\$ 5,013.49	\$ 590.02
2612353	1		\$ 5,013.49	\$ 590.02
2612474	1		\$ 5,013.49	\$ 590.02
2612501	1		\$ 5,013.49	\$ 590.02
2612479	2		\$ 6,016.19	\$ 708.02
2646560	3		\$ 5,603.32	\$ 521.48
2612614	Non-Benefitted		\$ -	\$ -
2644066	4		\$ 6,723.91	\$ 625.78
2612435	2		\$ 6,016.19	\$ 708.02
2612620	1		\$ 5,013.49	\$ 590.02
2646528	3		\$ 5,603.32	\$ 521.48
2611090	1		\$ 5,013.49	\$ 590.02
2643978	4		\$ 6,723.91	\$ 625.78
2610990	1		\$ 5,013.49	\$ 590.02
2612663	2		\$ 6,016.19	\$ 708.02
2649808	5		\$ 3,361.98	\$ 312.89
2611142	1		\$ 5,013.49	\$ 590.02
2612462	1		\$ 5,013.49	\$ 590.02
2611069	1		\$ 5,013.49	\$ 590.02
2610986	1		\$ 5,013.49	\$ 590.02

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2611105	1		\$ 5,013.49	\$ 590.02
2611108	1		\$ 5,013.49	\$ 590.02
2646518	3		\$ 5,603.32	\$ 521.48
2644042	4		\$ 6,723.91	\$ 625.78
2644025	4		\$ 6,723.91	\$ 625.78
2610951	Non-Benefitted		\$ -	\$ -
2644037	4		\$ 6,723.91	\$ 625.78
2612405	1		\$ 5,013.49	\$ 590.02
2612476	1		\$ 5,013.49	\$ 590.02
2646536	3		\$ 5,603.32	\$ 521.48
2612490	2		\$ 6,016.19	\$ 708.02
2611047	1		\$ 5,013.49	\$ 590.02
2612575	1		\$ 5,013.49	\$ 590.02
2643996	4		\$ 6,723.91	\$ 625.78
2612327	2		\$ 6,016.19	\$ 708.02
2644088	4		\$ 6,723.91	\$ 625.78
2643946	4		\$ 6,723.91	\$ 625.78
2644086	4		\$ 6,723.91	\$ 625.78
2644081	4		\$ 6,723.91	\$ 625.78
2644085	4		\$ 6,723.91	\$ 625.78
2644076	4		\$ 6,723.91	\$ 625.78
2644087	4		\$ 6,723.91	\$ 625.78
2644084	4		\$ 6,723.91	\$ 625.78
2644082	4		\$ 6,723.91	\$ 625.78
2644083	4		\$ 6,723.91	\$ 625.78
2828164	Non-Benefitted		\$ -	\$ -
2646623	Non-Benefitted		\$ -	\$ -
2828165	Non-Benefitted		\$ -	\$ -
2612718	Non-Benefitted		\$ -	\$ -
2612630	2		\$ 6,016.19	\$ 708.02
2612628	2		\$ 6,016.19	\$ 708.02
2612629	2		\$ 6,016.19	\$ 708.02
2612494	1		\$ 5,013.49	\$ 590.02
2612602	2		\$ 6,016.19	\$ 708.02
2612606	2		\$ 6,016.19	\$ 708.02
2612493	1		\$ 5,013.49	\$ 590.02
2612605	2		\$ 6,016.19	\$ 708.02
2612604	2		\$ 6,016.19	\$ 708.02
2612335	2		\$ 6,016.19	\$ 708.02
2612603	2		\$ 6,016.19	\$ 708.02

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2612497	1		\$ 5,013.49	\$ 590.02
2611171	2		\$ 6,016.19	\$ 708.02
2612608	2		\$ 6,016.19	\$ 708.02
2612609	2		\$ 6,016.19	\$ 708.02
2611163	2		\$ 6,016.19	\$ 708.02
2612607	2		\$ 6,016.19	\$ 708.02
2611160	2		\$ 6,016.19	\$ 708.02
2611168	2		\$ 6,016.19	\$ 708.02
2612601	2		\$ 6,016.19	\$ 708.02
2611162	2		\$ 6,016.19	\$ 708.02
2611161	2		\$ 6,016.19	\$ 708.02
2611170	2		\$ 6,016.19	\$ 708.02
2612495	1		\$ 5,013.49	\$ 590.02
2611165	2		\$ 6,016.19	\$ 708.02
2611166	2		\$ 6,016.19	\$ 708.02
2611164	2		\$ 6,016.19	\$ 708.02
2611169	2		\$ 6,016.19	\$ 708.02
2611167	2		\$ 6,016.19	\$ 708.02
2610969	1		\$ 5,013.49	\$ 590.02
2611175	1		\$ 5,013.49	\$ 590.02
2611007	1		\$ 5,013.49	\$ 590.02
2610998	1		\$ 5,013.49	\$ 590.02
2611072	1	[j]	\$ 5,013.49	\$ 295.01
2644020	4		\$ 6,723.91	\$ 625.78
2611181	1		\$ 5,013.49	\$ 590.02
2611179	1		\$ 5,013.49	\$ 590.02
2612496	1		\$ 5,013.49	\$ 590.02
2611003	1		\$ 5,013.49	\$ 590.02
2610975	1	[c]	\$ -	\$ -
2611084	1		\$ 5,013.49	\$ 590.02
2610976	1		\$ 5,013.49	\$ 590.02
2611083	1		\$ 5,013.49	\$ 590.02
2611177	1		\$ 5,013.49	\$ 590.02
2611006	1		\$ 5,013.49	\$ 590.02
2611176	1		\$ 5,013.49	\$ 590.02
2610995	1		\$ 5,013.49	\$ 590.02
2610977	1		\$ 5,013.49	\$ 590.02
2611085	1		\$ 5,013.49	\$ 590.02
2611082	1		\$ 5,013.49	\$ 590.02
2610978	1		\$ 5,013.49	\$ 590.02

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2611004	1	[b]	\$ -	\$ -
2644078	4		\$ 6,723.91	\$ 625.78
2611174	1		\$ 5,013.49	\$ 590.02
2610971	1		\$ 5,013.49	\$ 590.02
2610973	1		\$ 5,013.49	\$ 590.02
2611000	1		\$ 5,013.49	\$ 590.02
2611076	1		\$ 5,013.49	\$ 590.02
2610996	1		\$ 5,013.49	\$ 590.02
2644080	4		\$ 6,723.91	\$ 625.78
2644011	4		\$ 6,723.91	\$ 625.78
2644010	4		\$ 6,723.91	\$ 625.78
2611009	1		\$ 5,013.49	\$ 590.02
2611081	1		\$ 5,013.49	\$ 590.02
2611077	1		\$ 5,013.49	\$ 590.02
2610970	1		\$ 5,013.49	\$ 590.02
2611178	1		\$ 5,013.49	\$ 590.02
2611075	1		\$ 5,013.49	\$ 590.02
2611005	1		\$ 5,013.49	\$ 590.02
2644005	4		\$ 6,723.91	\$ 625.78
2610997	1		\$ 5,013.49	\$ 590.02
2611078	1		\$ 5,013.49	\$ 590.02
2644015	4		\$ 6,723.91	\$ 625.78
2644006	4		\$ 6,723.91	\$ 625.78
2611086	1		\$ 5,013.49	\$ 590.02
2611002	1	[k]	\$ 5,013.49	\$ 295.01
2644017	4		\$ 6,723.91	\$ 625.78
2611074	1		\$ 5,013.49	\$ 590.02
2644012	4		\$ 6,723.91	\$ 625.78
2644002	4		\$ 6,723.91	\$ 625.78
2610979	1		\$ 5,013.49	\$ 590.02
2610972	1		\$ 5,013.49	\$ 590.02
2611073	1		\$ 5,013.49	\$ 590.02
2610980	1		\$ 5,013.49	\$ 590.02
2610974	1		\$ 5,013.49	\$ 590.02
2611180	1		\$ 5,013.49	\$ 590.02
2644016	4		\$ 6,723.91	\$ 625.78
2611008	1		\$ 5,013.49	\$ 590.02
2611080	1		\$ 5,013.49	\$ 590.02
2644007	4		\$ 6,723.91	\$ 625.78
2644003	4		\$ 6,723.91	\$ 625.78

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2610968	1		\$ 5,013.49	\$ 590.02
2644019	4		\$ 6,723.91	\$ 625.78
2610967	1		\$ 5,013.49	\$ 590.02
2611079	1		\$ 5,013.49	\$ 590.02
2612646	2		\$ 6,016.19	\$ 708.02
2643948	4		\$ 6,723.91	\$ 625.78
2612641	2		\$ 6,016.19	\$ 708.02
2612633	2		\$ 6,016.19	\$ 708.02
2644018	4		\$ 6,723.91	\$ 625.78
2644013	4	[l]	\$ 6,723.91	\$ 413.01
2610953	Non-Benefitted		\$ -	\$ -
2610866	1		\$ 5,013.49	\$ 590.02
2611001	1		\$ 5,013.49	\$ 590.02
2644077	4		\$ 6,723.91	\$ 625.78
2612642	2		\$ 6,016.19	\$ 708.02
2644008	4		\$ 6,723.91	\$ 625.78
2612637	2		\$ 6,016.19	\$ 708.02
2612645	2		\$ 6,016.19	\$ 708.02
2610999	1	[b]	\$ -	\$ -
2612644	2		\$ 6,016.19	\$ 708.02
2612632	2		\$ 6,016.19	\$ 708.02
2644009	4		\$ 6,723.91	\$ 625.78
2612643	2		\$ 6,016.19	\$ 708.02
2612648	2		\$ 6,016.19	\$ 708.02
2644079	4		\$ 6,723.91	\$ 625.78
2612636	2		\$ 6,016.19	\$ 708.02
2612635	2		\$ 6,016.19	\$ 708.02
2612647	2		\$ 6,016.19	\$ 708.02
2612640	2		\$ 6,016.19	\$ 708.02
2612638	2		\$ 6,016.19	\$ 708.02
2612634	2		\$ 6,016.19	\$ 708.02
2612631	2		\$ 6,016.19	\$ 708.02
2612639	2		\$ 6,016.19	\$ 708.02
2644014	4		\$ 6,723.91	\$ 625.78
2644004	4		\$ 6,723.91	\$ 625.78
2901128	Non-Benefitted		\$ -	\$ -
2906849	Non-Benefitted		\$ -	\$ -
2612409	1		\$ 5,013.49	\$ 590.02
2612368	1		\$ 5,013.49	\$ 590.02
2612387	2		\$ 6,016.19	\$ 708.02

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2612385	2		\$ 6,016.19	\$ 708.02
2612370	1		\$ 5,013.49	\$ 590.02
2612344	1		\$ 5,013.49	\$ 590.02
2612416	1		\$ 5,013.49	\$ 590.02
2612371	1		\$ 5,013.49	\$ 590.02
2612372	1		\$ 5,013.49	\$ 590.02
2646615	3		\$ 5,603.32	\$ 521.48
2612411	1		\$ 5,013.49	\$ 590.02
2612377	1		\$ 5,013.49	\$ 590.02
2646572	3		\$ 5,603.32	\$ 521.48
2646593	3		\$ 5,603.32	\$ 521.48
2612413	1		\$ 5,013.49	\$ 590.02
2646570	3		\$ 5,603.32	\$ 521.48
2646617	3		\$ 5,603.32	\$ 521.48
2612410	1	[m]	\$ 5,013.49	\$ 295.01
2612412	1		\$ 5,013.49	\$ 590.02
2612339	1		\$ 5,013.49	\$ 590.02
2612325	1		\$ 5,013.49	\$ 590.02
2612414	1		\$ 5,013.49	\$ 590.02
2612415	1		\$ 5,013.49	\$ 590.02
2612374	1		\$ 5,013.49	\$ 590.02
2612341	1		\$ 5,013.49	\$ 590.02
2612340	1		\$ 5,013.49	\$ 590.02
2646589	3		\$ 5,603.32	\$ 521.48
2612379	1		\$ 5,013.49	\$ 590.02
2612408	1		\$ 5,013.49	\$ 590.02
2646594	3		\$ 5,603.32	\$ 521.48
2612382	2		\$ 6,016.19	\$ 708.02
2612347	1		\$ 5,013.49	\$ 590.02
2646600	3		\$ 5,603.32	\$ 521.48
2612380	2		\$ 6,016.19	\$ 708.02
2646596	3		\$ 5,603.32	\$ 521.48
2646598	3		\$ 5,603.32	\$ 521.48
2612383	2		\$ 6,016.19	\$ 708.02
2646575	3		\$ 5,603.32	\$ 521.48
2612373	1		\$ 5,013.49	\$ 590.02
2646595	3		\$ 5,603.32	\$ 521.48
2646601	3		\$ 5,603.32	\$ 521.48
2612407	1		\$ 5,013.49	\$ 590.02
2612348	1		\$ 5,013.49	\$ 590.02

Property ID ^[a]	Lot Type	Note	Zone 1	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2646599	3		\$ 5,603.32	\$ 521.48
2612381	2		\$ 6,016.19	\$ 708.02
2646597	3		\$ 5,603.32	\$ 521.48
2646569	3		\$ 5,603.32	\$ 521.48
2646568	3		\$ 5,603.32	\$ 521.48
2612343	1		\$ 5,013.49	\$ 590.02
2646590	3		\$ 5,603.32	\$ 521.48
2646592	3		\$ 5,603.32	\$ 521.48
2612417	1		\$ 5,013.49	\$ 590.02
2612386	2		\$ 6,016.19	\$ 708.02
2612345	1		\$ 5,013.49	\$ 590.02
2612384	2		\$ 6,016.19	\$ 708.02
2612326	2		\$ 6,016.19	\$ 708.02
2612378	1		\$ 5,013.49	\$ 590.02
2612376	1		\$ 5,013.49	\$ 590.02
2646571	3		\$ 5,603.32	\$ 521.48
2612369	1		\$ 5,013.49	\$ 590.02
2646573	3		\$ 5,603.32	\$ 521.48
2646616	3		\$ 5,603.32	\$ 521.48
2646618	3		\$ 5,603.32	\$ 521.48
2612346	1		\$ 5,013.49	\$ 590.02
2646591	3		\$ 5,603.32	\$ 521.48
2612375	1		\$ 5,013.49	\$ 590.02
2612342	1		\$ 5,013.49	\$ 590.02
2646619	3		\$ 5,603.32	\$ 521.48
2646574	3		\$ 5,603.32	\$ 521.48
2612612	Non-Benefitted		\$ -	\$ -
2954118	1	[k]	\$ 5,013.49	\$ 295.01
2897213	1	[g]	\$ 5,013.49	\$ 295.01
2660251	1	[j]	\$ 5,013.49	\$ 295.01
2755280	1	[d]	\$ 5,013.49	\$ 295.01
2798743	1	[m]	\$ 5,013.49	\$ 295.01
2755195	2	[f]	\$ 6,016.19	\$ 354.01
2875492	1	[e]	\$ 5,013.49	\$ 295.01

			Zone 1	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[o]
2741788	2	[i]	\$ 6,016.19	\$ 354.01
2891555	4	[l]	\$ 6,723.91	\$ 212.77
2817245	3	[h]	\$ 5,603.32	\$ 260.74
2612331	1		\$ 5,013.49	\$ 590.02
Total^[n]			\$ 4,582,205.88	\$ 501,768.32

Footnotes:

[a] Per Collin CAD. Property IDs preliminary and subject to change prior to billing.

[b] Lot prepaid Assessment in full.

[c] Removed from Assessment Roll.

[d] Undivided interest of Property located at 896 Austin Ln billed 50% to Property ID 2612328 and 50% to Property ID 2755280.

[e] Undivided interest of Property located at 686 Austin Ln billed 50% to Property ID 2612499 and 50% to Property ID 2875492.

[f] Undivided interest of Property located at 755 Crockett Dr billed 50% to Property ID 2612442 and 50% to Property ID 2755195.

[g] Undivided interest of Property located at 481 Grant Ln billed 50% to Property ID 2611067 and 50% to Property ID 2897213.

[h] Undivided interest of Property located at 748 Harrison Ln billed 50% to Property ID 2646583 and 50% to Property ID 2817245.

[i] Undivided interest of Property located at 326 Houston St billed 50% to Property ID 2612589 and 50% to Property ID 2741788.

[j] Undivided interest of Property located at 494 Grant Ln billed 50% to Property ID 2611072 and 50% to Property ID 2660251.

[k] Undivided interest of Property located at 644 Lincoln Ave billed 50% to Property ID 2611002 and 50% to Property ID 2954118.

[l] Undivided interest of Property located at 1023 Shepard Ln billed 66% to Property ID 2644013 and 34% to Property ID 2891555.

[m] Undivided interest of Property located at 1420 Lakeside Dr billed 50% to Property ID 2612410 and 50% to Property ID 2798743.

[n] Total may not match Service Plan or Installment Schedules due to Prepayments or rounding.

[o] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT F-2 – ZONE 1 ANNUAL INSTALLMENTS

Installment Due 1/31	Zone 1 Refunding Bonds					
	Principal	Interest ^[a]	Total Debt Service	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 340,000.00	\$ 134,625.00	\$ 474,625.00	\$ -	\$ 30,611.73	\$ 505,236.73
2028	\$ 350,000.00	\$ 124,425.00	\$ 474,425.00	\$ -	\$ 31,223.96	\$ 505,648.96
2029	\$ 360,000.00	\$ 113,925.00	\$ 473,925.00	\$ -	\$ 31,848.44	\$ 505,773.44
2030	\$ 365,000.00	\$ 103,125.00	\$ 468,125.00	\$ -	\$ 32,485.41	\$ 500,610.41
2031	\$ 380,000.00	\$ 92,175.00	\$ 472,175.00	\$ -	\$ 33,135.12	\$ 505,310.12
2032	\$ 390,000.00	\$ 80,775.00	\$ 470,775.00	\$ -	\$ 33,797.82	\$ 504,572.82
2033	\$ 400,000.00	\$ 69,075.00	\$ 469,075.00	\$ -	\$ 34,473.78	\$ 503,548.78
2034	\$ 410,000.00	\$ 57,075.00	\$ 467,075.00	\$ -	\$ 35,163.26	\$ 502,238.26
2035	\$ 420,000.00	\$ 44,775.00	\$ 464,775.00	\$ -	\$ 35,866.52	\$ 500,641.52
2036	\$ 435,000.00	\$ 32,175.00	\$ 467,175.00	\$ -	\$ 36,583.85	\$ 503,758.85
2037	\$ 445,000.00	\$ 19,125.00	\$ 464,125.00	\$ -	\$ 37,315.53	\$ 501,440.53
2038	\$ 160,000.00	\$ 8,000.00	\$ 168,000.00	\$ -	\$ 38,061.84	\$ 206,061.84
2039	\$ 160,000.00	\$ 4,000.00	\$ 164,000.00	\$ -	\$ 38,823.08	\$ 202,823.08
Total	\$ 4,615,000.00	\$ 883,275.00	\$ 5,498,275.00	\$ -	\$ 449,390.34	\$ 5,947,665.34

Footnotes:

[a] Interest rate is calculated at a 3.00% rate for bonds maturing in 2036 and 2.50% for bonds maturing in 2039.

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

EXHIBIT G-1 – ZONE 2 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Note	Zone 2	
			Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[f]
2743459	6	[d]	\$ 8,054.24	\$ 684.27
2743506	6		\$ 8,054.24	\$ 684.27
2768886	Non-Benefitted		\$ -	\$ -
2743484	6		\$ 8,054.24	\$ 684.27
2743433	6		\$ 8,054.24	\$ 684.27
2743471	6		\$ 8,054.24	\$ 342.14
2743429	6		\$ 8,054.24	\$ 684.27
2768883	7		\$ 8,043.31	\$ 639.31
2743499	6		\$ 8,054.24	\$ 684.27
2743463	6		\$ 8,054.24	\$ 684.27
2768945	7		\$ 8,043.31	\$ 639.31
2743457	6		\$ 8,054.24	\$ 684.27
2743512	Non-Benefitted		\$ -	\$ -
2743465	6		\$ 8,054.24	\$ 684.27
2743482	6		\$ 8,054.24	\$ 684.27
2743438	6		\$ 8,054.24	\$ 684.27
2743497	6		\$ 8,054.24	\$ 684.27
2768889	7		\$ 8,043.31	\$ 639.31
2768904	7		\$ 8,043.31	\$ 639.31
2768894	7		\$ 8,043.31	\$ 639.31
2768888	7		\$ 8,043.31	\$ 639.31
2768929	7		\$ 8,043.31	\$ 639.31
2743480	6		\$ 8,054.24	\$ 684.27
2743447	6		\$ 8,054.24	\$ 684.27
2743473	6		\$ 8,054.24	\$ 684.27
2743489	6		\$ 8,054.24	\$ 684.27
2768911	7		\$ 8,043.31	\$ 639.31
2768923	7		\$ 8,043.31	\$ 639.31
2768891	7		\$ 8,043.31	\$ 639.31
2743418	6		\$ 8,054.24	\$ 684.27
2768884	7		\$ 8,043.31	\$ 639.31
2768908	7		\$ 8,043.31	\$ 639.31
2768915	7		\$ 8,043.31	\$ 639.31
2768918	7		\$ 8,043.31	\$ 639.31
2743436	6		\$ 8,054.24	\$ 684.27
2743453	6		\$ 8,054.24	\$ 684.27
2768927	7		\$ 8,043.31	\$ 639.31
2768954	7		\$ 8,043.31	\$ 639.31
2743415	6		\$ 8,054.24	\$ 684.27
2768899	7		\$ 8,043.31	\$ 639.31

			Zone 2	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[f]
2743432	6	[b]	\$ 8,054.24	\$ 684.27
2743502	6		\$ 8,054.24	\$ 684.27
2743461	6		\$ 8,054.24	\$ 684.27
2768936	7		\$ 8,043.31	\$ 639.31
2768930	7		\$ 8,043.31	\$ 639.31
2743417	6		\$ -	\$ -
2743420	6		\$ 8,054.24	\$ 684.27
2768934	7		\$ 8,043.31	\$ 639.31
2768950	7		\$ 8,043.31	\$ 639.31
2768903	7		\$ 8,043.31	\$ 639.31
2768969	Non-Benefitted		\$ -	\$ -
2743504	6		\$ 8,054.24	\$ 684.27
2768943	7		\$ 8,043.31	\$ 639.31
2768898	7		\$ 8,043.31	\$ 639.31
2768893	7		\$ 8,043.31	\$ 639.31
2768953	7		\$ 8,043.31	\$ 639.31
2743492	6		\$ 8,054.24	\$ 684.27
2768916	7		\$ 8,043.31	\$ 639.31
2768910	7		\$ 8,043.31	\$ 639.31
2768924	7		\$ 8,043.31	\$ 639.31
2743428	6		\$ 8,054.24	\$ 684.27
2768926	7		\$ 8,043.31	\$ 639.31
2743460	6		\$ 8,054.24	\$ 684.27
2743505	6		\$ 8,054.24	\$ 684.27
2768922	7		\$ 8,043.31	\$ 639.31
2743514	Non-Benefitted		\$ -	\$ -
2743488	6		\$ 8,054.24	\$ 684.27
2743491	6		\$ 8,054.24	\$ 684.27
2743481	6		\$ 8,054.24	\$ 684.27
2768890	7		\$ 8,043.31	\$ 639.31
2743507	6		\$ 8,054.24	\$ 684.27
2768906	7		\$ 8,043.31	\$ 639.31
2768925	7		\$ 8,043.31	\$ 639.31
2743456	6		\$ 8,054.24	\$ 684.27
2768959	7		\$ 8,043.31	\$ 639.31
2768967	7		\$ 8,043.31	\$ 639.31
2743421	6		\$ 8,054.24	\$ 684.27
2768941	7		\$ 8,043.31	\$ 639.31
2743416	6		\$ 8,054.24	\$ 684.27
2768907	7		\$ 8,043.31	\$ 639.31

			Zone 2	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[f]
2743467	6	[c]	\$ 8,054.24	\$ 684.27
2768965	7		\$ 8,043.31	\$ 639.31
2743437	6		\$ 8,054.24	\$ 684.27
2743427	6		\$ 8,054.24	\$ 684.27
2768960	7		\$ 8,043.31	\$ 639.31
2768949	7		\$ 8,043.31	\$ 639.31
2743442	6		\$ 8,054.24	\$ 342.14
2743455	6		\$ 8,054.24	\$ 684.27
2768931	7		\$ 8,043.31	\$ 639.31
2768956	7		\$ 8,043.31	\$ 639.31
2743509	6		\$ 8,054.24	\$ 684.27
2743439	6		\$ 8,054.24	\$ 684.27
2743508	6		\$ 8,054.24	\$ 684.27
2768901	7		\$ 8,043.31	\$ 639.31
2768947	7		\$ 8,043.31	\$ 639.31
2768933	7		\$ 8,043.31	\$ 639.31
2743519	Non-Benefitted		\$ -	\$ -
2743486	6		\$ 8,054.24	\$ 684.27
2743446	6		\$ 8,054.24	\$ 684.27
2743458	6		\$ 8,054.24	\$ 684.27
2743419	6		\$ 8,054.24	\$ 684.27
2768897	7		\$ 8,043.31	\$ 639.31
2768968	Non-Benefitted		\$ -	\$ -
2743444	6		\$ 8,054.24	\$ 684.27
2768964	7		\$ 8,043.31	\$ 639.31
2743515	Non-Benefitted		\$ -	\$ -
2768951	7		\$ 8,043.31	\$ 639.31
2768932	7		\$ 8,043.31	\$ 639.31
2768948	7		\$ 8,043.31	\$ 639.31
2743448	6		\$ 8,054.24	\$ 684.27
2743440	6		\$ 8,054.24	\$ 684.27
2743510	6		\$ 8,054.24	\$ 684.27
2743452	6		\$ 8,054.24	\$ 684.27
2768955	7		\$ 8,043.31	\$ 639.31
2768896	7		\$ 8,043.31	\$ 639.31
2768928	7		\$ 8,043.31	\$ 639.31
2768914	7		\$ 8,043.31	\$ 639.31
2743474	6		\$ 8,054.24	\$ 684.27
2743468	6		\$ 8,054.24	\$ 684.27
2743422	6		\$ 8,054.24	\$ 684.27

			Zone 2	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[f]
2768946	7		\$ 8,043.31	\$ 639.31
2768952	7		\$ 8,043.31	\$ 639.31
2768958	7		\$ 8,043.31	\$ 639.31
2743445	6		\$ 8,054.24	\$ 684.27
2768912	7		\$ 8,043.31	\$ 639.31
2743450	6		\$ 8,054.24	\$ 684.27
2743443	6		\$ 8,054.24	\$ 684.27
2743434	6		\$ 8,054.24	\$ 684.27
2743485	6		\$ 8,054.24	\$ 684.27
2743513	Non-Benefitted		\$ -	\$ -
2768913	7		\$ 8,043.31	\$ 639.31
2768962	7		\$ 8,043.31	\$ 639.31
2768935	7		\$ 8,043.31	\$ 639.31
2743425	6		\$ 8,054.24	\$ 684.27
2743487	6		\$ 8,054.24	\$ 684.27
2743483	6		\$ 8,054.24	\$ 684.27
2768892	7		\$ 8,043.31	\$ 639.31
2743454	6		\$ 8,054.24	\$ 684.27
2768961	7		\$ 8,043.31	\$ 639.31
2743435	6		\$ 8,054.24	\$ 684.27
2743498	6		\$ 8,054.24	\$ 684.27
2768900	7		\$ 8,043.31	\$ 639.31
2768882	7		\$ 8,043.31	\$ 639.31
2768885	7		\$ 8,043.31	\$ 639.31
2743451	6		\$ 8,054.24	\$ 684.27
2743496	6		\$ 8,054.24	\$ 684.27
2743501	6		\$ 8,054.24	\$ 684.27
2768938	7		\$ 8,043.31	\$ 639.31
2743472	6		\$ 8,054.24	\$ 684.27
2743449	6		\$ 8,054.24	\$ 684.27
2768942	7		\$ 8,043.31	\$ 639.31
2768902	7		\$ 8,043.31	\$ 639.31
2743493	6		\$ 8,054.24	\$ 684.27
2743470	6		\$ 8,054.24	\$ 684.27
2743469	6		\$ 8,054.24	\$ 684.27
2768957	7		\$ 8,043.31	\$ 639.31
2743516	Non-Benefitted		\$ -	\$ -
2768909	7		\$ 8,043.31	\$ 639.31
2743466	6		\$ 8,054.24	\$ 684.27
2743477	6		\$ 8,054.24	\$ 684.27

			Zone 2	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2027 ^[f]
2743462	6		\$ 8,054.24	\$ 684.27
2743423	6		\$ 8,054.24	\$ 684.27
2743424	6		\$ 8,054.24	\$ 684.27
2743475	6		\$ 8,054.24	\$ 684.27
2743494	6		\$ 8,054.24	\$ 684.27
2743478	6		\$ 8,054.24	\$ 684.27
2768939	7		\$ 8,043.31	\$ 639.31
2768937	7		\$ 8,043.31	\$ 639.31
2743495	6		\$ 8,054.24	\$ 684.27
2743479	6		\$ 8,054.24	\$ 684.27
2768917	7		\$ 8,043.31	\$ 639.31
2768919	7		\$ 8,043.31	\$ 639.31
2768944	7		\$ 8,043.31	\$ 639.31
2743490	6		\$ 8,054.24	\$ 684.27
2768905	7		\$ 8,043.31	\$ 639.31
2768895	7		\$ 8,043.31	\$ 639.31
2743511	6		\$ 8,054.24	\$ 684.27
2768963	7		\$ 8,043.31	\$ 639.31
2743430	6		\$ 8,054.24	\$ 684.27
2743518	Non-Benefitted		\$ -	\$ -
2768966	7		\$ 8,043.31	\$ 639.31
2743464	6		\$ 8,054.24	\$ 684.27
2768921	7		\$ 8,043.31	\$ 639.31
2743503	6		\$ 8,054.24	\$ 684.27
2743500	6	[b]	\$ -	\$ -
2743426	6		\$ 8,054.24	\$ 684.27
2768940	7		\$ 8,043.31	\$ 639.31
2743431	6		\$ 8,054.24	\$ 684.27
2768920	7		\$ 8,043.31	\$ 639.31
2743441	6		\$ 8,054.24	\$ 684.27
2743476	6		\$ 8,054.24	\$ 684.27
2818834	6	[d]	\$ 8,054.24	\$ 342.14
2874677	6	[c]	\$ 8,054.24	\$ 342.14
Total^[e]			\$ 1,440,790.24	\$ 118,707.69

Footnotes:

[a] Property IDs per Collin CAD. Property IDs preliminary and subject to change prior to billing.

[b] Prepaid in full.

[c] Undivided interest of Property located at 524 Graceful Pl billed 50% to Property ID 2743442 and 50% to Property ID 2874677.

[d] Undivided interest of Property located at 539 Trevor St billed 50% to Property ID 2743471 and 50% to Property ID 2818834.

[e] Total may not match Service Plan or Installment Schedules due to Prepayments or rounding.

[f] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT G-2 – ZONE 2 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 40,330.01	\$ 67,704.26	\$ 10,673.07	\$ 118,707.34
2028	\$ 42,225.52	\$ 65,808.75	\$ 10,886.53	\$ 118,920.80
2029	\$ 44,210.13	\$ 63,824.15	\$ 11,104.26	\$ 119,138.54
2030	\$ 46,288.00	\$ 61,746.27	\$ 11,326.35	\$ 119,360.62
2031	\$ 48,463.55	\$ 59,570.73	\$ 11,552.87	\$ 119,587.15
2032	\$ 50,741.33	\$ 57,292.95	\$ 11,783.93	\$ 119,818.21
2033	\$ 53,126.17	\$ 54,908.11	\$ 12,019.61	\$ 120,053.88
2034	\$ 55,623.10	\$ 52,411.18	\$ 12,260.00	\$ 120,294.28
2035	\$ 58,237.38	\$ 49,796.89	\$ 12,505.20	\$ 120,539.47
2036	\$ 60,974.54	\$ 47,059.73	\$ 12,755.31	\$ 120,789.58
2037	\$ 63,840.35	\$ 44,193.93	\$ 13,010.41	\$ 121,044.69
2038	\$ 66,840.85	\$ 41,193.43	\$ 13,270.62	\$ 121,304.90
2039	\$ 69,982.35	\$ 38,051.91	\$ 13,536.03	\$ 121,570.30
2040	\$ 73,271.53	\$ 34,762.74	\$ 13,806.75	\$ 121,841.02
2041	\$ 76,715.30	\$ 31,318.98	\$ 14,082.89	\$ 122,117.17
2042	\$ 80,320.91	\$ 27,713.36	\$ 14,364.55	\$ 122,398.82
2043	\$ 84,096.00	\$ 23,938.28	\$ 14,651.84	\$ 122,686.11
2044	\$ 88,048.50	\$ 19,985.77	\$ 14,944.87	\$ 122,979.15
2045	\$ 92,186.79	\$ 15,847.49	\$ 15,243.77	\$ 123,278.05
2046	\$ 96,519.57	\$ 11,514.71	\$ 15,548.65	\$ 123,582.92
2047	\$ 101,055.99	\$ 6,978.29	\$ 15,859.62	\$ 123,893.90
2048	\$ 47,692.37	\$ 35,485.00	\$ 16,176.81	\$ 99,354.18
Total	\$ 1,440,790.24	\$ 911,106.89	\$ 291,363.96	\$ 2,643,261.09

Footnotes:

[a] Interest is calculated at a 4.7% rate.

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

EXHIBIT H-1 – ZONE 3 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Note	Zone 3	
			Total Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027 ^[g]
2821352	8		\$ 8,468.47	\$ 650.33
2821304	8		\$ 8,468.47	\$ 650.33
2821315	8		\$ 8,468.47	\$ 650.33
2821345	8		\$ 8,468.47	\$ 650.33
2821357	8		\$ 8,468.47	\$ 650.33
2821343	8		\$ 8,468.47	\$ 650.33
2821310	8		\$ 8,468.47	\$ 650.33
2821372	8		\$ 8,468.47	\$ 650.33
2821358	8		\$ 8,468.47	\$ 650.33
2821313	8		\$ 8,468.47	\$ 650.33
2821306	8		\$ 8,468.47	\$ 650.33
2821344	8		\$ 8,468.47	\$ 650.33
2821324	8		\$ 8,468.47	\$ 650.33
2821356	8		\$ 8,468.47	\$ 650.33
2821393	8		\$ 8,468.47	\$ 650.33
2821311	8		\$ 8,468.47	\$ 650.33
2821320	Non-Benefitted		\$ -	\$ -
2821409	8		\$ 8,468.47	\$ 650.33
2821392	8		\$ 8,468.47	\$ 650.33
2821346	8	[c]	\$ 8,468.47	\$ 325.17
2821365	8		\$ 8,468.47	\$ 650.33
2821390	8		\$ 8,468.47	\$ 650.33
2821302	8		\$ 8,468.47	\$ 650.33
2821363	8		\$ 8,468.47	\$ 650.33
2821322	8		\$ 8,468.47	\$ 650.33
2821360	8		\$ 8,468.47	\$ 650.33
2821375	8		\$ 8,468.47	\$ 650.33
2821329	8		\$ 8,468.47	\$ 650.33
2821354	8		\$ 8,468.47	\$ 650.33
2821349	8		\$ 8,468.47	\$ 650.33
2821419	8		\$ 8,468.47	\$ 650.33
2821300	8		\$ 8,468.47	\$ 650.33
2821394	8		\$ 8,468.47	\$ 650.33
2821369	8		\$ 8,468.47	\$ 650.33
2821412	8	[e]	\$ 8,468.47	\$ 325.17
2821371	8		\$ 8,468.47	\$ 650.33
2821316	8		\$ 8,468.47	\$ 650.33
2821384	8		\$ 8,468.47	\$ 650.33
2821364	8		\$ 8,468.47	\$ 650.33
2821339	8		\$ 8,468.47	\$ 650.33

Property ID ^[a]	Lot Type	Note	Zone 3	
			Total Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027 ^[g]
2821389	8		\$ 8,468.47	\$ 650.33
2821327	8		\$ 8,468.47	\$ 650.33
2821318	8		\$ 8,468.47	\$ 650.33
2821307	8		\$ 8,468.47	\$ 650.33
2821341	8		\$ 8,468.47	\$ 650.33
2821319	8		\$ 8,468.47	\$ 650.33
2821328	8		\$ 8,468.47	\$ 650.33
2821303	8		\$ 8,468.47	\$ 650.33
2821332	8		\$ 8,468.47	\$ 650.33
2821414	8		\$ 8,468.47	\$ 650.33
2821418	8		\$ 8,468.47	\$ 650.33
2821359	8		\$ 8,468.47	\$ 650.33
2821370	8		\$ 8,468.47	\$ 650.33
2821309	8		\$ 8,468.47	\$ 650.33
2821407	8		\$ 8,468.47	\$ 650.33
2821374	8		\$ 8,468.47	\$ 650.33
2821383	8		\$ 8,468.47	\$ 650.33
2821308	8		\$ 8,468.47	\$ 650.33
2821399	8		\$ 8,468.47	\$ 650.33
2821406	8		\$ 8,468.47	\$ 650.33
2821347	8		\$ 8,468.47	\$ 650.33
2821314	8		\$ 8,468.47	\$ 650.33
2821312	8		\$ 8,468.47	\$ 650.33
2821323	8		\$ 8,468.47	\$ 650.33
2821401	8		\$ 8,468.47	\$ 650.33
2821325	8		\$ 8,468.47	\$ 650.33
2821410	8		\$ 8,468.47	\$ 650.33
2821297	Non-Benefitted		\$ -	\$ -
2821411	8		\$ 8,468.47	\$ 650.33
2821376	8		\$ 8,468.47	\$ 650.33
2821340	8		\$ 8,468.47	\$ 650.33
2821378	8		\$ 8,468.47	\$ 650.33
2821338	8		\$ 8,468.47	\$ 650.33
2821420	8		\$ 8,468.47	\$ 650.33
2821355	8		\$ 8,468.47	\$ 650.33
2821381	8		\$ 8,468.47	\$ 650.33
2821417	8		\$ 8,468.47	\$ 650.33
2821317	8		\$ 8,468.47	\$ 650.33
2821413	8		\$ 8,468.47	\$ 650.33
2821298	8	[b]	\$ -	\$ -

			Zone 3	
Property ID ^[a]	Lot Type	Note	Total Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027 ^[g]
2821326	8	[d]	\$ 8,468.47	\$ 650.33
2821331	8		\$ 8,468.47	\$ 650.33
2821391	8		\$ 8,468.47	\$ 650.33
2821421	8		\$ 8,468.47	\$ 650.33
2821301	8		\$ 8,468.47	\$ 325.17
2821350	8		\$ 8,468.47	\$ 650.33
2821386	8		\$ 8,468.47	\$ 650.33
2821321	8		\$ 8,468.47	\$ 650.33
2821400	8		\$ 8,468.47	\$ 650.33
2821351	8		\$ 8,468.47	\$ 650.33
2821405	8		\$ 8,468.47	\$ 650.33
2821353	Non-Benefitted		\$ -	\$ -
2821367	8		\$ 8,468.47	\$ 650.33
2821305	8		\$ 8,468.47	\$ 650.33
2821334	8		\$ 8,468.47	\$ 650.33
2821416	8		\$ 8,468.47	\$ 650.33
2821366	8		\$ 8,468.47	\$ 650.33
2821404	8		\$ 8,468.47	\$ 650.33
2821415	8		\$ 8,468.47	\$ 650.33
2821385	8		\$ 8,468.47	\$ 650.33
2821382	8		\$ 8,468.47	\$ 650.33
2821403	8		\$ 8,468.47	\$ 650.33
2821402	8		\$ 8,468.47	\$ 650.33
2821361	8		\$ 8,468.47	\$ 650.33
2821299	8		\$ 8,468.47	\$ 650.33
2821377	8		\$ 8,468.47	\$ 650.33
2821373	8		\$ 8,468.47	\$ 650.33
2821387	8		\$ 8,468.47	\$ 650.33
2821337	8		\$ 8,468.47	\$ 650.33
2821408	8		\$ 8,468.47	\$ 650.33
2821335	8		\$ 8,468.47	\$ 650.33
2821348	8		\$ 8,468.47	\$ 650.33
2821336	8		\$ 8,468.47	\$ 650.33
2821333	8		\$ 8,468.47	\$ 650.33
2886391	8	[c]	\$ 8,468.47	\$ 325.17
2937971	8	[e]	\$ 8,468.47	\$ 325.17
2929917	8	[d]	\$ 8,468.47	\$ 325.17
Total^[f]			\$ 931,531.53	\$ 71,536.30

Footnotes:

[a] Property IDs per Collin CAD. Property IDs preliminary and subject to change prior to billing.

[b] Prepaid in full.

[c] Undivided interest of Property located at 626 Franklin Ln billed 50% to Property ID 2821346 and 50% to Property ID 2886391.

[d] Undivided interest of Property located at 515 Svenson Ln billed 50% to Property ID 2821301 and 50% to Property ID 2929917.

[e] Undivided interest of Property located at 546 Stanton Ln billed 50% to Property ID 2821412 and 50% to Property ID 2937971.

[f] Total may not match Service Plan or Installment Schedules due to Prepayments or rounding.

[g] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT H-2 – ZONE 3 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 19,819.82	\$ 43,781.98	\$ 7,934.56	\$ 71,536.36
2028	\$ 24,774.77	\$ 42,850.45	\$ 8,093.25	\$ 75,718.48
2029	\$ 24,774.77	\$ 41,686.04	\$ 8,255.12	\$ 74,715.93
2030	\$ 24,774.77	\$ 40,521.62	\$ 8,420.22	\$ 73,716.61
2031	\$ 24,774.77	\$ 39,357.21	\$ 8,588.62	\$ 72,720.60
2032	\$ 24,774.77	\$ 38,192.79	\$ 8,760.40	\$ 71,727.96
2033	\$ 29,729.73	\$ 37,028.38	\$ 8,935.60	\$ 75,693.71
2034	\$ 29,729.73	\$ 35,631.08	\$ 9,114.32	\$ 74,475.13
2035	\$ 29,729.73	\$ 34,233.78	\$ 9,296.60	\$ 73,260.12
2036	\$ 34,684.68	\$ 32,836.49	\$ 9,482.53	\$ 77,003.70
2037	\$ 34,684.68	\$ 31,206.31	\$ 9,672.18	\$ 75,563.18
2038	\$ 34,684.68	\$ 29,576.13	\$ 9,865.63	\$ 74,126.44
2039	\$ 39,639.64	\$ 27,945.95	\$ 10,062.94	\$ 77,648.53
2040	\$ 39,639.64	\$ 26,082.88	\$ 10,264.20	\$ 75,986.72
2041	\$ 39,639.64	\$ 24,219.82	\$ 10,469.48	\$ 74,328.94
2042	\$ 44,594.59	\$ 22,356.76	\$ 10,678.87	\$ 77,630.22
2043	\$ 44,594.59	\$ 20,260.81	\$ 10,892.45	\$ 75,747.86
2044	\$ 49,549.55	\$ 18,164.86	\$ 11,110.30	\$ 78,824.71
2045	\$ 49,549.55	\$ 15,836.04	\$ 11,332.51	\$ 76,718.09
2046	\$ 49,549.55	\$ 13,507.21	\$ 11,559.16	\$ 74,615.91
2047	\$ 54,504.50	\$ 11,178.38	\$ 11,790.34	\$ 77,473.22
2048	\$ 59,459.46	\$ 8,616.67	\$ 12,026.15	\$ 80,102.27
2049	\$ 59,459.46	\$ 5,822.07	\$ 12,266.67	\$ 77,548.20
2050	\$ 64,414.41	\$ 3,027.48	\$ 12,512.00	\$ 79,953.89
Total	\$ 931,531.53	\$ 643,921.17	\$ 241,384.09	\$ 1,816,836.80

Footnotes:

[a] Interest is calculated at a 4.7% rate.

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

EXHIBIT I-1 – ZONE 4 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Note	Zone 4	
			Outstanding Assessment	Annual Installment Due 1/31/2027 ^[e]
2833648	9		\$ 22,383.06	\$ 1,698.51
2833663	9		\$ 22,383.06	\$ 1,698.51
2833674	9		\$ 22,383.06	\$ 1,698.51
2833623	9		\$ 22,383.06	\$ 1,698.51
2833672	9		\$ 22,383.06	\$ 1,698.51
2833633	9		\$ 22,383.06	\$ 1,698.51
2833853	9		\$ 22,383.06	\$ 1,698.51
2833660	9		\$ 22,383.06	\$ 1,698.51
2833649	9		\$ 22,383.06	\$ 1,698.51
2833850	9		\$ 22,383.06	\$ 1,698.51
2833786	9		\$ 22,383.06	\$ 1,698.51
2833651	9		\$ 22,383.06	\$ 1,698.51
2833670	9		\$ 22,383.06	\$ 1,698.51
2833647	9		\$ 22,383.06	\$ 1,698.51
2833700	9		\$ 22,383.06	\$ 1,698.51
2833735	9		\$ 22,383.06	\$ 1,698.51
2833857	Non-Benefitted		\$ -	\$ -
2833669	9		\$ 22,383.06	\$ 1,698.51
2833791	9		\$ 22,383.06	\$ 1,698.51
2833845	9		\$ 22,383.06	\$ 1,698.51
2833837	9		\$ 22,383.06	\$ 1,698.51
2833622	9		\$ 22,383.06	\$ 1,698.51
2833731	9		\$ 22,383.06	\$ 1,698.51
2833652	9		\$ 22,383.06	\$ 1,698.51
2833807	9		\$ 22,383.06	\$ 1,698.51
2833678	9		\$ 22,383.06	\$ 1,698.51
2833646	9		\$ 22,383.06	\$ 1,698.51
2833812	9		\$ 22,383.06	\$ 1,698.51
2833632	9		\$ 22,383.06	\$ 1,698.51
2833834	9		\$ 22,383.06	\$ 1,698.51
2833764	9		\$ 22,383.06	\$ 1,698.51
2833762	9		\$ 22,383.06	\$ 1,698.51
2833782	9		\$ 22,383.06	\$ 1,698.51
2833676	9		\$ 22,383.06	\$ 1,698.51
2833643	9		\$ 22,383.06	\$ 1,698.51
2833634	9		\$ 22,383.06	\$ 1,698.51
2833771	9		\$ 22,383.06	\$ 1,698.51
2833665	9		\$ 22,383.06	\$ 1,698.51
2833732	9		\$ 22,383.06	\$ 1,698.51
2833656	9		\$ 22,383.06	\$ 1,698.51

			Zone 4	
Property ID ^[a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[e]
2833734	9		\$ 22,383.06	\$ 1,698.51
2833784	9		\$ 22,383.06	\$ 1,698.51
2833645	9		\$ 22,383.06	\$ 1,698.51
2833658	9		\$ 22,383.06	\$ 1,698.51
2833644	9		\$ 22,383.06	\$ 1,698.51
2833758	9		\$ 22,383.06	\$ 1,698.51
2833756	9		\$ 22,383.06	\$ 1,698.51
2833816	9		\$ 22,383.06	\$ 1,698.51
2833843	9		\$ 22,383.06	\$ 1,698.51
2833761	9		\$ 22,383.06	\$ 1,698.51
2833806	9		\$ 22,383.06	\$ 1,698.51
2833641	9		\$ 22,383.06	\$ 1,698.51
2833765	9		\$ 22,383.06	\$ 1,698.51
2833785	9		\$ 22,383.06	\$ 1,698.51
2833814	9		\$ 22,383.06	\$ 1,698.51
2833666	9		\$ 22,383.06	\$ 1,698.51
2833705	9		\$ 22,383.06	\$ 1,698.51
2833800	9		\$ 22,383.06	\$ 1,698.51
2833788	9		\$ 22,383.06	\$ 1,698.51
2833823	9		\$ 22,383.06	\$ 1,698.51
2833627	9		\$ 22,383.06	\$ 1,698.51
2833839	9		\$ 22,383.06	\$ 1,698.51
2833848	9		\$ 22,383.06	\$ 1,698.51
2833637	9		\$ 22,383.06	\$ 1,698.51
2833797	9		\$ 22,383.06	\$ 1,698.51
2833677	9		\$ 22,383.06	\$ 1,698.51
2833679	9		\$ 22,383.06	\$ 1,698.51
2833842	9		\$ 22,383.06	\$ 1,698.51
2833856	Non-Benefitted		\$ -	\$ -
2833671	9		\$ 22,383.06	\$ 1,698.51
2833855	9		\$ 22,383.06	\$ 1,698.51
2833840	9	[b]	\$ -	\$ -
2833808	9		\$ 22,383.06	\$ 1,698.51
2833790	9		\$ 22,383.06	\$ 1,698.51
2833655	9		\$ 22,383.06	\$ 1,698.51
2833768	9		\$ 22,383.06	\$ 1,698.51
2833811	9		\$ 22,383.06	\$ 1,698.51
2833795	9		\$ 22,383.06	\$ 1,698.51
2833625	9		\$ 22,383.06	\$ 1,698.51
2833704	9		\$ 22,383.06	\$ 1,698.51

			Zone 4	
Property ID ^[a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[e]
2833833	9		\$ 22,383.06	\$ 1,698.51
2833653	9		\$ 22,383.06	\$ 1,698.51
2833792	9		\$ 22,383.06	\$ 1,698.51
2833642	9		\$ 22,383.06	\$ 1,698.51
2833783	9		\$ 22,383.06	\$ 1,698.51
2833662	9		\$ 22,383.06	\$ 1,698.51
2833849	9		\$ 22,383.06	\$ 1,698.51
2833664	9		\$ 22,383.06	\$ 1,698.51
2833635	9		\$ 22,383.06	\$ 1,698.51
2833657	9		\$ 22,383.06	\$ 1,698.51
2833624	9		\$ 22,383.06	\$ 1,698.51
2833835	9		\$ 22,383.06	\$ 1,698.51
2833841	9		\$ 22,383.06	\$ 1,698.51
2833636	9		\$ 22,383.06	\$ 1,698.51
2833733	9		\$ 22,383.06	\$ 1,698.51
2833628	9		\$ 22,383.06	\$ 1,698.51
2833629	9		\$ 22,383.06	\$ 1,698.51
2833851	9		\$ 22,383.06	\$ 1,698.51
2833631	9		\$ 22,383.06	\$ 1,698.51
2833763	9		\$ 22,383.06	\$ 1,698.51
2833702	9		\$ 22,383.06	\$ 1,698.51
2833852	9		\$ 22,383.06	\$ 1,698.51
2833846	9		\$ 22,383.06	\$ 1,698.51
2833769	9		\$ 22,383.06	\$ 1,698.51
2833639	9		\$ 22,383.06	\$ 1,698.51
2833844	9		\$ 22,383.06	\$ 1,698.51
2833838	9		\$ 22,383.06	\$ 1,698.51
2833654	9		\$ 22,383.06	\$ 1,698.51
2833668	9		\$ 22,383.06	\$ 1,698.51
2833659	9		\$ 22,383.06	\$ 1,698.51
2833650	9		\$ 22,383.06	\$ 1,698.51
2833630	9		\$ 22,383.06	\$ 1,698.51
2833757	9		\$ 22,383.06	\$ 1,698.51
2833638	9		\$ 22,383.06	\$ 1,698.51
2833770	9		\$ 22,383.06	\$ 1,698.51
2833766	9		\$ 22,383.06	\$ 1,698.51
2833836	9		\$ 22,383.06	\$ 1,698.51
2833810	9		\$ 22,383.06	\$ 1,698.51
2833767	9		\$ 22,383.06	\$ 1,698.51
2833828	9		\$ 22,383.06	\$ 1,698.51

			Zone 4	
Property ID ^[a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[e]
2833787	9		\$ 22,383.06	\$ 1,698.51
2833827	9		\$ 22,383.06	\$ 1,698.51
2833829	9		\$ 22,383.06	\$ 1,698.51
2833820	9		\$ 22,383.06	\$ 1,698.51
2833821	9		\$ 22,383.06	\$ 1,698.51
2833626	9		\$ 22,383.06	\$ 1,698.51
2833755	9		\$ 22,383.06	\$ 1,698.51
2833789	9		\$ 22,383.06	\$ 1,698.51
2833796	9		\$ 22,383.06	\$ 1,698.51
2833798	9		\$ 22,383.06	\$ 1,698.51
2833703	9		\$ 22,383.06	\$ 1,698.51
2833822	9		\$ 22,383.06	\$ 1,698.51
2833825	9		\$ 22,383.06	\$ 1,698.51
2833824	9		\$ 22,383.06	\$ 1,698.51
2833680	9		\$ 22,383.06	\$ 1,698.51
2833640	9		\$ 22,383.06	\$ 1,698.51
2833819	9		\$ 22,383.06	\$ 1,698.51
2833832	9		\$ 22,383.06	\$ 1,698.51
2833760	9		\$ 22,383.06	\$ 1,698.51
2833815	9		\$ 22,383.06	\$ 1,698.51
2833805	9		\$ 22,383.06	\$ 1,698.51
2833802	9		\$ 22,383.06	\$ 1,698.51
2833813	9		\$ 22,383.06	\$ 1,698.51
2833860	Non-Benefitted		\$ -	\$ -
2833803	9		\$ 22,383.06	\$ 1,698.51
2833831	9		\$ 22,383.06	\$ 1,698.51
2833804	9		\$ 22,383.06	\$ 1,698.51
2833859	Non-Benefitted		\$ -	\$ -
2833818	9		\$ 22,383.06	\$ 1,698.51
2833801	9		\$ 22,383.06	\$ 1,698.51
2833858	Non-Benefitted		\$ -	\$ -
2833830	9		\$ 22,383.06	\$ 1,698.51
2833667	9		\$ 22,383.06	\$ 1,698.51
2833673	9		\$ 22,383.06	\$ 1,698.51
2833847	9		\$ 22,383.06	\$ 1,698.51
2833772	9		\$ 22,383.06	\$ 1,698.51
2833794	9		\$ 22,383.06	\$ 1,698.51
2833675	9		\$ 22,383.06	\$ 1,698.51
2833701	9		\$ 22,383.06	\$ 1,698.51
2833799	9		\$ 22,383.06	\$ 1,698.51

			Zone 4	
Property ID ^[a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[e]
2833793	9	[c]	\$ 22,383.06	\$ 1,698.51
2833854	9		\$ 22,383.06	\$ 1,698.51
2833759	9		\$ 22,383.06	\$ 1,698.51
2833809	9		\$ 22,383.06	\$ 1,698.51
2833861	Non-Benefitted		\$ -	\$ -
2833817	9		\$ 22,383.06	\$ 1,698.51
2833826	9		\$ 22,383.06	\$ 1,698.51
2866113	10		\$ 22,383.06	\$ 1,698.51
2866115	10		\$ 22,383.06	\$ 849.26
2866229	10		\$ 22,383.06	\$ 1,698.51
2866210	10		\$ 22,383.06	\$ 1,698.51
2866245	10		\$ 22,383.06	\$ 1,698.51
2866228	10		\$ 22,383.06	\$ 1,698.51
2866144	10		\$ 22,383.06	\$ 1,698.51
2866130	10		\$ 22,383.06	\$ 1,698.51
2866118	10		\$ 22,383.06	\$ 1,698.51
2866211	10		\$ 22,383.06	\$ 1,698.51
2866100	10		\$ 22,383.06	\$ 1,698.51
2866143	10		\$ 22,383.06	\$ 1,698.51
2866120	10		\$ 22,383.06	\$ 1,698.51
2866126	10		\$ 22,383.06	\$ 1,698.51
2866248	10		\$ 22,383.06	\$ 1,698.51
2866132	10		\$ 22,383.06	\$ 1,698.51
2866106	10		\$ 22,383.06	\$ 1,698.51
2866231	10		\$ 22,383.06	\$ 1,698.51
2866134	10		\$ 22,383.06	\$ 1,698.51
2866249	10		\$ 22,383.06	\$ 1,698.51
2866146	10		\$ 22,383.06	\$ 1,698.51
2866135	10		\$ 22,383.06	\$ 1,698.51
2866109	10		\$ 22,383.06	\$ 1,698.51
2866123	10		\$ 22,383.06	\$ 1,698.51
2866148	10		\$ 22,383.06	\$ 1,698.51
2866150	10		\$ 22,383.06	\$ 1,698.51
2866110	10		\$ 22,383.06	\$ 1,698.51
2866242	10		\$ 22,383.06	\$ 1,698.51
2866137	10		\$ 22,383.06	\$ 1,698.51
2866246	10		\$ 22,383.06	\$ 1,698.51
2866214	10		\$ 22,383.06	\$ 1,698.51
2866104	10		\$ 22,383.06	\$ 1,698.51
2866145	10		\$ 22,383.06	\$ 1,698.51

			Zone 4	
Property ID ^[a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[e]
2866198	10		\$ 22,383.06	\$ 1,698.51
2866129	10		\$ 22,383.06	\$ 1,698.51
2866227	10		\$ 22,383.06	\$ 1,698.51
2866212	10		\$ 22,383.06	\$ 1,698.51
2866154	10		\$ 22,383.06	\$ 1,698.51
2866185	10		\$ 22,383.06	\$ 1,698.51
2866225	10		\$ 22,383.06	\$ 1,698.51
2866147	10		\$ 22,383.06	\$ 1,698.51
2866192	10		\$ 22,383.06	\$ 1,698.51
2866191	10		\$ 22,383.06	\$ 1,698.51
2866234	10		\$ 22,383.06	\$ 1,698.51
2866215	10		\$ 22,383.06	\$ 1,698.51
2866152	10		\$ 22,383.06	\$ 1,698.51
2866119	10		\$ 22,383.06	\$ 1,698.51
2866128	10		\$ 22,383.06	\$ 1,698.51
2866195	10		\$ 22,383.06	\$ 1,698.51
2866171	10		\$ 22,383.06	\$ 1,698.51
2866160	10		\$ 22,383.06	\$ 1,698.51
2866149	10		\$ 22,383.06	\$ 1,698.51
2866232	10		\$ 22,383.06	\$ 1,698.51
2866189	10		\$ 22,383.06	\$ 1,698.51
2866168	10		\$ 22,383.06	\$ 1,698.51
2866167	10		\$ 22,383.06	\$ 1,698.51
2866155	10		\$ 22,383.06	\$ 1,698.51
2866199	10		\$ 22,383.06	\$ 1,698.51
2866200	10		\$ 22,383.06	\$ 1,698.51
2866176	10		\$ 22,383.06	\$ 1,698.51
2866202	10		\$ 22,383.06	\$ 1,698.51
2866175	10		\$ 22,383.06	\$ 1,698.51
2866183	Non-Benefitted		\$ -	\$ -
2866201	10		\$ 22,383.06	\$ 1,698.51
2866159	10		\$ 22,383.06	\$ 1,698.51
2866131	10		\$ 22,383.06	\$ 1,698.51
2866244	10		\$ 22,383.06	\$ 1,698.51
2866187	10		\$ 22,383.06	\$ 1,698.51
2866173	10		\$ 22,383.06	\$ 1,698.51
2866186	10		\$ 22,383.06	\$ 1,698.51
2866238	10		\$ 22,383.06	\$ 1,698.51
2866153	10		\$ 22,383.06	\$ 1,698.51
2866204	10		\$ 22,383.06	\$ 1,698.51

			Zone 4	
Property ID ^[a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[e]
2866181	10		\$ 22,383.06	\$ 1,698.51
2866166	10		\$ 22,383.06	\$ 1,698.51
2866190	10		\$ 22,383.06	\$ 1,698.51
2866122	10		\$ 22,383.06	\$ 1,698.51
2866133	10		\$ 22,383.06	\$ 1,698.51
2866222	10		\$ 22,383.06	\$ 1,698.51
2866178	10		\$ 22,383.06	\$ 1,698.51
2866156	Non-Benefitted		\$ -	\$ -
2866194	10		\$ 22,383.06	\$ 1,698.51
2866213	10		\$ 22,383.06	\$ 1,698.51
2866193	10		\$ 22,383.06	\$ 1,698.51
2866124	10		\$ 22,383.06	\$ 1,698.51
2866220	10		\$ 22,383.06	\$ 1,698.51
2866169	10		\$ 22,383.06	\$ 1,698.51
2866161	10		\$ 22,383.06	\$ 1,698.51
2866236	10		\$ 22,383.06	\$ 1,698.51
2866224	10		\$ 22,383.06	\$ 1,698.51
2866219	10		\$ 22,383.06	\$ 1,698.51
2866203	10		\$ 22,383.06	\$ 1,698.51
2866205	10		\$ 22,383.06	\$ 1,698.51
2866170	10		\$ 22,383.06	\$ 1,698.51
2866116	10		\$ 22,383.06	\$ 1,698.51
2866243	10		\$ 22,383.06	\$ 1,698.51
2866241	10		\$ 22,383.06	\$ 1,698.51
2866138	10		\$ 22,383.06	\$ 1,698.51
2866141	10		\$ 22,383.06	\$ 1,698.51
2866107	10		\$ 22,383.06	\$ 1,698.51
2866237	10		\$ 22,383.06	\$ 1,698.51
2866177	10		\$ 22,383.06	\$ 1,698.51
2866162	10		\$ 22,383.06	\$ 1,698.51
2866105	10		\$ 22,383.06	\$ 1,698.51
2866197	10		\$ 22,383.06	\$ 1,698.51
2866163	10		\$ 22,383.06	\$ 1,698.51
2866164	10		\$ 22,383.06	\$ 1,698.51
2866239	10		\$ 22,383.06	\$ 1,698.51
2866221	10		\$ 22,383.06	\$ 1,698.51
2866111	10		\$ 22,383.06	\$ 1,698.51
2866209	10		\$ 22,383.06	\$ 1,698.51
2866127	10		\$ 22,383.06	\$ 1,698.51
2866114	10		\$ 22,383.06	\$ 1,698.51

			Zone 4	
Property ID ^[a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[e]
2866235	10		\$ 22,383.06	\$ 1,698.51
2866240	10		\$ 22,383.06	\$ 1,698.51
2866117	10		\$ 22,383.06	\$ 1,698.51
2866140	10		\$ 22,383.06	\$ 1,698.51
2866108	10		\$ 22,383.06	\$ 1,698.51
2866112	10		\$ 22,383.06	\$ 1,698.51
2866217	10		\$ 22,383.06	\$ 1,698.51
2866184	10		\$ 22,383.06	\$ 1,698.51
2866151	10		\$ 22,383.06	\$ 1,698.51
2866157	10		\$ 22,383.06	\$ 1,698.51
2866207	10		\$ 22,383.06	\$ 1,698.51
2866218	10		\$ 22,383.06	\$ 1,698.51
2866182	Non-Benefitted		\$ -	\$ -
2866125	10		\$ 22,383.06	\$ 1,698.51
2866136	10		\$ 22,383.06	\$ 1,698.51
2866247	10		\$ 22,383.06	\$ 1,698.51
2866230	10		\$ 22,383.06	\$ 1,698.51
2866174	10		\$ 22,383.06	\$ 1,698.51
2866139	10		\$ 22,383.06	\$ 1,698.51
2866180	10		\$ 22,383.06	\$ 1,698.51
2866121	10		\$ 22,383.06	\$ 1,698.51
2866101	10		\$ 22,383.06	\$ 1,698.51
2866233	10		\$ 22,383.06	\$ 1,698.51
2866188	10		\$ 22,383.06	\$ 1,698.51
2866165	10		\$ 22,383.06	\$ 1,698.51
2866216	10		\$ 22,383.06	\$ 1,698.51
2866179	10		\$ 22,383.06	\$ 1,698.51
2866226	10		\$ 22,383.06	\$ 1,698.51
2866196	10		\$ 22,383.06	\$ 1,698.51
2866172	10		\$ 22,383.06	\$ 1,698.51
2866158	10		\$ 22,383.06	\$ 1,698.51
2866142	10		\$ 22,383.06	\$ 1,698.51
2866103	10		\$ 22,383.06	\$ 1,698.51
2866102	10		\$ 22,383.06	\$ 1,698.51
2866206	10		\$ 22,383.06	\$ 1,698.51
2866208	10		\$ 22,383.06	\$ 1,698.51
2866223	10		\$ 22,383.06	\$ 1,698.51
2963330	10	[c]	\$ 22,383.06	\$ 849.26
Total^[d]			\$ 6,871,599.96	\$ 521,442.57

Footnotes:

[a] Property IDs per Collin Central Appraisal District and subject to change prior to billing.

[b] Prepaid in full.

[c] Undivided interest of Property located at 467 Aspen Way billed 50% to Property ID 2866115 and 50% to Property ID 2963330.

[d] Total may not match Service Plan or Installment Schedules due to Prepayments or rounding.

[e] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT I-2 – ZONE 4 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 149,490.93	\$ 332,585.44	\$ 39,366.16	\$ 521,442.53
2028	\$ 154,473.97	\$ 325,350.08	\$ 40,153.48	\$ 519,977.53
2029	\$ 159,457.00	\$ 317,873.54	\$ 40,956.55	\$ 518,287.09
2030	\$ 169,423.06	\$ 310,155.82	\$ 41,775.68	\$ 521,354.56
2031	\$ 179,389.12	\$ 301,955.74	\$ 42,611.20	\$ 523,956.06
2032	\$ 184,372.15	\$ 293,273.31	\$ 43,463.42	\$ 521,108.88
2033	\$ 194,338.21	\$ 284,349.70	\$ 44,332.69	\$ 523,020.60
2034	\$ 204,304.28	\$ 274,943.73	\$ 45,219.34	\$ 524,467.35
2035	\$ 214,270.34	\$ 265,055.40	\$ 46,123.73	\$ 525,449.47
2036	\$ 224,236.40	\$ 254,684.72	\$ 47,046.21	\$ 525,967.32
2037	\$ 234,202.46	\$ 243,831.67	\$ 47,987.13	\$ 526,021.27
2038	\$ 249,151.56	\$ 232,496.27	\$ 48,946.87	\$ 530,594.70
2039	\$ 259,117.62	\$ 220,437.34	\$ 49,925.81	\$ 529,480.77
2040	\$ 274,066.71	\$ 207,896.05	\$ 50,924.33	\$ 532,887.08
2041	\$ 284,032.78	\$ 194,631.22	\$ 51,942.81	\$ 530,606.80
2042	\$ 298,981.87	\$ 180,884.03	\$ 52,981.67	\$ 532,847.57
2043	\$ 313,930.96	\$ 166,413.31	\$ 54,041.30	\$ 534,385.57
2044	\$ 328,880.06	\$ 151,219.05	\$ 55,122.13	\$ 535,221.23
2045	\$ 343,829.15	\$ 135,301.26	\$ 56,224.57	\$ 535,354.97
2046	\$ 358,778.24	\$ 118,659.92	\$ 57,349.06	\$ 534,787.23
2047	\$ 378,710.37	\$ 101,295.06	\$ 58,496.04	\$ 538,501.47
2048	\$ 398,642.49	\$ 82,965.48	\$ 59,665.96	\$ 541,273.93
2049	\$ 418,574.62	\$ 63,671.18	\$ 60,859.28	\$ 543,105.08
2050	\$ 438,506.74	\$ 43,412.17	\$ 62,076.47	\$ 543,995.38
2051	\$ 458,438.87	\$ 22,188.44	\$ 63,318.00	\$ 543,945.31
Total	\$ 6,871,599.96	\$ 5,125,529.90	\$ 1,260,909.90	\$ 13,258,039.76

Footnotes:

[a] Interest is calculated at 4.84% rate.

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

EXHIBIT J-1 – ZONE 4 PHASE 5 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Note	Zone 4 Phase 5	
			Outstanding Assessment	Total Annual Installment Due 1/31/2027 ^[d]
2957802	11		\$ 22,479.04	\$ 1,950.18
2957668	11		\$ 22,479.04	\$ 1,950.18
2957701	11		\$ 22,479.04	\$ 1,950.18
2957703	11		\$ 22,479.04	\$ 1,950.18
2957660	11		\$ 22,479.04	\$ 1,950.18
2957743	11		\$ 22,479.04	\$ 1,950.18
2957745	11		\$ 22,479.04	\$ 1,950.18
2957683	11		\$ 22,479.04	\$ 1,950.18
2957714	11		\$ 22,479.04	\$ 1,950.18
2957774	11		\$ 22,479.04	\$ 1,950.18
2957776	11		\$ 22,479.04	\$ 1,950.18
2957670	11		\$ 22,479.04	\$ 1,950.18
2957698	11		\$ 22,479.04	\$ 1,950.18
2957733	11		\$ 22,479.04	\$ 1,950.18
2957791	11		\$ 22,479.04	\$ 1,950.18
2957751	11		\$ 22,479.04	\$ 1,950.18
2957780	11		\$ 22,479.04	\$ 1,950.18
2957682	11		\$ 22,479.04	\$ 1,950.18
2957662	11		\$ 22,479.04	\$ 1,950.18
2957726	11		\$ 22,479.04	\$ 1,950.18
2957728	11		\$ 22,479.04	\$ 1,950.18
2957759	11		\$ 22,479.04	\$ 1,950.18
2957685	11		\$ 22,479.04	\$ 1,950.18
2957708	11		\$ 22,479.04	\$ 1,950.18
2957787	11		\$ 22,479.04	\$ 1,950.18
2957706	11		\$ 22,479.04	\$ 1,950.18
2957757	11		\$ 22,479.04	\$ 1,950.18
2957734	11		\$ 22,479.04	\$ 1,950.18
2957784	11		\$ 22,479.04	\$ 1,950.18
2957705	11		\$ 22,479.04	\$ 1,950.18
2957737	11		\$ 22,479.04	\$ 1,950.18
2957692	11		\$ 22,479.04	\$ 1,950.18
2957707	11		\$ 22,479.04	\$ 1,950.18
2957767	11		\$ 22,479.04	\$ 1,950.18
2957678	11		\$ 22,479.04	\$ 1,950.18
2957785	11		\$ 22,479.04	\$ 1,950.18
2957769	11		\$ 22,479.04	\$ 1,950.18
2957748	11		\$ 22,479.04	\$ 1,950.18
2957666	11		\$ 22,479.04	\$ 1,950.18
2957676	11		\$ 22,479.04	\$ 1,950.18

			Zone 4 Phase 5	
Property ID ^[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027 ^[d]
2957756	11		\$ 22,479.04	\$ 1,950.18
2957739	11		\$ 22,479.04	\$ 1,950.18
2957790	11		\$ 22,479.04	\$ 1,950.18
2957717	11		\$ 22,479.04	\$ 1,950.18
2957736	11		\$ 22,479.04	\$ 1,950.18
2957720	11		\$ 22,479.04	\$ 1,950.18
2957681	11		\$ 22,479.04	\$ 1,950.18
2957783	11		\$ 22,479.04	\$ 1,950.18
2957771	11		\$ 22,479.04	\$ 1,950.18
2957672	11		\$ 22,479.04	\$ 1,950.18
2957750	11		\$ 22,479.04	\$ 1,950.18
2957768	11		\$ 22,479.04	\$ 1,950.18
2957732	11		\$ 22,479.04	\$ 1,950.18
2957696	11		\$ 22,479.04	\$ 1,950.18
2957781	11		\$ 22,479.04	\$ 1,950.18
2957661	11		\$ 22,479.04	\$ 1,950.18
2957801	11		\$ 22,479.04	\$ 1,950.18
2957786	11		\$ 22,479.04	\$ 1,950.18
2957677	11		\$ 22,479.04	\$ 1,950.18
2957691	11		\$ 22,479.04	\$ 1,950.18
2957735	11		\$ 22,479.04	\$ 1,950.18
2957800	11		\$ 22,479.04	\$ 1,950.18
2957747	11		\$ 22,479.04	\$ 1,950.18
2957710	11		\$ 22,479.04	\$ 1,950.18
2957804	11		\$ 22,479.04	\$ 1,950.18
2957797	11		\$ 22,479.04	\$ 1,950.18
2957764	11		\$ 22,479.04	\$ 1,950.18
2957777	11		\$ 22,479.04	\$ 1,950.18
2957675	11		\$ 22,479.04	\$ 1,950.18
2957664	11		\$ 22,479.04	\$ 1,950.18
2957716	11		\$ 22,479.04	\$ 1,950.18
2957673	11		\$ 22,479.04	\$ 1,950.18
2957755	11		\$ 22,479.04	\$ 1,950.18
2957796	11		\$ 22,479.04	\$ 1,950.18
2957805	11		\$ 22,479.04	\$ 1,950.18
2957798	11		\$ 22,479.04	\$ 1,950.18
2957765	11		\$ 22,479.04	\$ 1,950.18
2957687	11		\$ 22,479.04	\$ 1,950.18
2957718	11		\$ 22,479.04	\$ 1,950.18
2957674	11		\$ 22,479.04	\$ 1,950.18
2957772	11		\$ 22,479.04	\$ 1,950.18

			Zone 4 Phase 5	
Property ID ^[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027 ^[d]
2957711	11		\$ 22,479.04	\$ 1,950.18
2957731	11		\$ 22,479.04	\$ 1,950.18
2957680	11		\$ 22,479.04	\$ 1,950.18
2957725	11		\$ 22,479.04	\$ 1,950.18
2957742	11		\$ 22,479.04	\$ 1,950.18
2957713	11		\$ 22,479.04	\$ 1,950.18
2957760	11		\$ 22,479.04	\$ 1,950.18
2957795	11		\$ 22,479.04	\$ 1,950.18
2957775	11		\$ 22,479.04	\$ 1,950.18
2957729	11		\$ 22,479.04	\$ 1,950.18
2957744	11		\$ 22,479.04	\$ 1,950.18
2957793	11		\$ 22,479.04	\$ 1,950.18
2957699	11		\$ 22,479.04	\$ 1,950.18
2957715	11		\$ 22,479.04	\$ 1,950.18
2957758	11		\$ 22,479.04	\$ 1,950.18
2957684	11		\$ 22,479.04	\$ 1,950.18
2957727	11		\$ 22,479.04	\$ 1,950.18
2957749	11		\$ 22,479.04	\$ 1,950.18
2957671	11		\$ 22,479.04	\$ 1,950.18
2957794	11		\$ 22,479.04	\$ 1,950.18
2957792	11		\$ 22,479.04	\$ 1,950.18
2957761	11		\$ 22,479.04	\$ 1,950.18
2957694	11		\$ 22,479.04	\$ 1,950.18
2957700	11		\$ 22,479.04	\$ 1,950.18
2957746	11		\$ 22,479.04	\$ 1,950.18
2957722	11		\$ 22,479.04	\$ 1,950.18
2957803	11		\$ 22,479.04	\$ 1,950.18
2957766	11		\$ 22,479.04	\$ 1,950.18
2957806	Non-Benefitted	[c]	\$ -	\$ -
2957663	11		\$ 22,479.04	\$ 1,950.18
2957702	11		\$ 22,479.04	\$ 1,950.18
2957788	11		\$ 22,479.04	\$ 1,950.18
2957695	11		\$ 22,479.04	\$ 1,950.18
2957723	11		\$ 22,479.04	\$ 1,950.18
2957709	11		\$ 22,479.04	\$ 1,950.18
2957762	11		\$ 22,479.04	\$ 1,950.18
2957693	11		\$ 22,479.04	\$ 1,950.18
2957730	11		\$ 22,479.04	\$ 1,950.18
2957741	11		\$ 22,479.04	\$ 1,950.18
2957753	11		\$ 22,479.04	\$ 1,950.18

			Zone 4 Phase 5	
Property ID ^[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027 ^[d]
2957752	11		\$ 22,479.04	\$ 1,950.18
2957719	11		\$ 22,479.04	\$ 1,950.18
2957799	11		\$ 22,479.04	\$ 1,950.18
2957679	11		\$ 22,479.04	\$ 1,950.18
2957690	11		\$ 22,479.04	\$ 1,950.18
2957659	11		\$ 22,479.04	\$ 1,950.18
2957740	11		\$ 22,479.04	\$ 1,950.18
2957782	11		\$ 22,479.04	\$ 1,950.18
2957773	11		\$ 22,479.04	\$ 1,950.18
2957738	11		\$ 22,479.04	\$ 1,950.18
2957789	11		\$ 22,479.04	\$ 1,950.18
2957754	11		\$ 22,479.04	\$ 1,950.18
2957763	11		\$ 22,479.04	\$ 1,950.18
2957689	11		\$ 22,479.04	\$ 1,950.18
2957712	11		\$ 22,479.04	\$ 1,950.18
2957697	11		\$ 22,479.04	\$ 1,950.18
2957778	11		\$ 22,479.04	\$ 1,950.18
2957667	11		\$ 22,479.04	\$ 1,950.18
2957704	11		\$ 22,479.04	\$ 1,950.18
2957721	11		\$ 22,479.04	\$ 1,950.18
2957665	11		\$ 22,479.04	\$ 1,950.18
2957688	11		\$ 22,479.04	\$ 1,950.18
2957686	11		\$ 22,479.04	\$ 1,950.18
2957669	11		\$ 22,479.04	\$ 1,950.18
2957779	11		\$ 22,479.04	\$ 1,950.18
2957724	11		\$ 22,479.04	\$ 1,950.18
2957770	11		\$ 22,479.04	\$ 1,950.18
Total^[b]			\$ 3,304,419.00	\$ 286,676.62

Footnotes:

[a] Property IDs preliminary and subject to change based on certified rolls provided by the County prior to billing.

[b] Totals may not add or match the Service Plan or Zone 4 Phase 5 Annual Installment Schedule due to rounding or prepaid unredeemed bonds.

[c] Property ID is Non-Benefitted and not subject to an assessment.

[d] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT J-2 – ZONE 4 PHASE 5 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 52,542	\$ 194,135	\$ 40,000	\$ 286,677
2028	\$ 54,828	\$ 191,048	\$ 40,800	\$ 286,676
2029	\$ 57,234	\$ 187,827	\$ 41,616	\$ 286,677
2030	\$ 59,764	\$ 184,464	\$ 42,448	\$ 286,676
2031	\$ 62,426	\$ 180,953	\$ 43,297	\$ 286,676
2032	\$ 65,228	\$ 177,285	\$ 44,163	\$ 286,677
2033	\$ 68,176	\$ 173,453	\$ 45,046	\$ 286,676
2034	\$ 71,281	\$ 169,448	\$ 45,947	\$ 286,676
2035	\$ 74,550	\$ 165,260	\$ 46,866	\$ 286,677
2036	\$ 77,992	\$ 160,880	\$ 47,804	\$ 286,676
2037	\$ 81,618	\$ 156,298	\$ 48,760	\$ 286,676
2038	\$ 85,438	\$ 151,503	\$ 49,735	\$ 286,676
2039	\$ 89,463	\$ 146,484	\$ 50,730	\$ 286,677
2040	\$ 93,704	\$ 141,228	\$ 51,744	\$ 286,676
2041	\$ 98,174	\$ 135,723	\$ 52,779	\$ 286,676
2042	\$ 102,886	\$ 129,955	\$ 53,835	\$ 286,676
2043	\$ 107,854	\$ 123,911	\$ 54,911	\$ 286,676
2044	\$ 113,093	\$ 117,574	\$ 56,010	\$ 286,677
2045	\$ 118,617	\$ 110,930	\$ 57,130	\$ 286,677
2046	\$ 124,443	\$ 103,961	\$ 58,272	\$ 286,677
2047	\$ 130,588	\$ 96,650	\$ 59,438	\$ 286,676
2048	\$ 137,072	\$ 88,978	\$ 60,627	\$ 286,677
2049	\$ 143,912	\$ 80,925	\$ 61,839	\$ 286,676
2050	\$ 151,130	\$ 72,470	\$ 63,076	\$ 286,676
2051	\$ 158,747	\$ 63,591	\$ 64,337	\$ 286,676
2052	\$ 166,787	\$ 54,265	\$ 65,624	\$ 286,676
2053	\$ 175,273	\$ 44,466	\$ 66,937	\$ 286,676
2054	\$ 184,232	\$ 34,169	\$ 68,275	\$ 286,676
2055	\$ 193,690	\$ 23,345	\$ 69,641	\$ 286,676
2056	\$ 203,677	\$ 11,966	\$ 71,034	\$ 286,677
Total	\$ 3,304,419	\$ 3,673,147	\$ 1,622,723	\$ 8,600,289

Footnotes:

[a] Interest is calculated at a 5.875% rate.

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

EXHIBIT K – FORM OF NOTICE OF ASSESSMENT TERMINATION



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

[Date]

Collin County Clerk's Office
Collin County Administration Building
2300 Bloomdale Rd #2106
McKinney, TX 75071

Re: City of Lavon Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

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

City of Lavon
Attn: City Secretary
PO Box 340
120 School Road
Lavon, TX 75166

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

Sincerely,
[Signature]

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

[City Secretary Name]
[City Secretary Address]

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

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

RECITALS

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

WHEREAS, on October 28, 2004, the City Council of the City approved Resolution No. 2004-10-01, creating the Heritage Public Improvement District No.1 (the “District”); and

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

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

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

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

and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

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

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

CITY OF LAVON, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS	§	
	§	
COUNTY OF COLLIN		§

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

Notary Public, State of Texas

EXHIBIT L – DEBT SERVICE SCHEDULE FOR ZONE 1 BONDS

DEBT SERVICE FOR THE BONDS

Set forth below is the debt service requirements for the Bonds:

Year Ending (12/31)	Principal	Interest	Total Annual Debt Service Requirements
2014	\$220,000	\$383,500	\$603,500
2015	200,000	374,700	574,700
2016	205,000	366,700	571,700
2017	215,000	358,500	573,500
2018	225,000	349,900	574,900
2019	230,000	340,900	570,900
2020	240,000	331,700	571,700
2021	250,000	322,100	572,100
2022	260,000	312,100	572,100
2023	270,000	301,700	571,700
2024	280,000	290,900	570,900
2025	295,000	279,350	574,350
2026	305,000	266,444	571,444
2027	320,000	252,338	572,338
2028	335,000	237,138	572,138
2029	350,000	220,806	570,806
2030	370,000	203,306	573,306
2031	385,000	184,806	569,806
2032	405,000	165,075	570,075
2033	430,000	144,319	574,319
2034	450,000	122,281	572,281
2035	475,000	98,094	573,094
2036	500,000	72,563	572,563
2037	525,000	45,688	570,688
2038	160,000	17,469	177,469
2039	165,000	8,869	173,869
TOTAL	\$8,065,000	\$6,051,244	\$14,116,244

EXHIBIT M – DISTRICT LEGAL DESCRIPTION

TRACT I

BEING A 57.075 ACRE TRACT OF LAND SITUATED IN THE D. ANGLIN SURVEY, ABSTRACT NUMBER 2, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 56.22 ACRE TRACT OF LAND CONVEYED AS "TRACT ONE" TO JOHN SVENSON, TRACI SVENSON, ORLIN S. SVENSON AND CHARLES O. SVENSON, IN VOLUME 2651, PAGE 24; VOLUME 2651, PAGE 30; VOLUME 2651, PAGE 33 AND VOLUME 2651, PAGE 36, DEED RECORDS, COLLIN COUNTY, TEXAS. SAID 57.075 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83(2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHEAST CORNER OF SAID 56.22 ACRE TRACT AND THE SOUTHEAST CORNER OF A 92.296 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO WORLD LAND DEVELOPERS, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070913001271380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 00 DEGREES 54 MINUTES 45 SECONDS WEST, ALONG THE EAST LINE OF SAID 56.22 ACRE TRACT, A DISTANCE OF 1637.22 FEET TO A POINT FOR A SOUTHEAST CORNER OF SAID 56.22 ACRE TRACT, SAID POINT BEING ON THE NORTH LINE OF A 15.51 ACRE TRACT OF LAND CONVEYED TO JAMES L. BRANNON AND PEGGY M. BRANNON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20160919001247770, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 15.51 ACRE TRACT AND A SOUTHEAST CORNER OF THE REMAINDER OF AN 8.25 ACRE TRACT OF LAND CONVEYED AS "SECOND TRACT" TO W.W. TOLLETT, AS RECORDED IN VOLUME 105, PAGE 280, DEED RECORDS, COLLIN COUNTY, TEXAS BEARS SOUTH 89 DEGREES 02 MINUTES 07 SECONDS EAST, A DISTANCE OF 174.02 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID 56.22 ACRE TRACT AND SAID NORTH LINE OF 15.51 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 02 MINUTES 07 SECONDS WEST, A DISTANCE OF 240.24 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "BOUNDARY SOL" FOUND FOR CORNER;

SOUTH 01 DEGREES 52 MINUTES 31 SECONDS WEST, A DISTANCE OF 592.17 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 87 DEGREES 36 MINUTES 12 SECONDS WEST, A DISTANCE OF 363.54 FEET TO A 1/2 INCH IRON ROD FOUND FOR A SOUTHWEST CORNER OF SAID 56.22 ACRE TRACT, SAID POINT BEING ON THE EAST LINE OF EAST HUBBARD PROPERTIES, AN ADDITION TO COLLIN COUNTY, TEXAS, AS RECORDED IN CABINET G, PAGE 22, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG A WEST LINE OF SAID 56.22 ACRE TRACT AND SAID EAST LINE OF EAST HUBBARD PROPERTIES, A DISTANCE OF 761.55 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID EAST HUBBARD PROPERTIES;

THENCE, NORTH 89 DEGREES 29 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 56.22 ACRE TRACT AND THE NORTH LINE OF SAID EAST HUBBARD PROPERTIES, PASSING AT A DISTANCE OF 780.56 FEET A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID EAST HUBBARD PROPERTIES, CONTINUING ALONG SAID SOUTH LINE OF SAID 56.22 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 840.83 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 56.22 ACRE TRACT AND THE SOUTHEAST CORNER OF A 90.00 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO ROY BRIAN WEBB AND ANDREA KAY CAMPBELL, AS RECORDED IN VOLUME 4761, PAGE 200, DEED RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE NORTH LINE OF LOT 19, BLOCK B OF MEADOW CREEK ESTATES, AN ADDITION TO COLLIN COUNTY, TEXAS, AS RECORDED IN CABINET G, PAGE 485, PLAT RECORDS, COLLIN COUNTY, TEXAS AND BEING ON APPROXIMATE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 483 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID 56.22 ACRE TRACT, THE EAST LINE OF SAID 90.00 ACRE TRACT AND SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 483, A DISTANCE OF 1474.64 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 56.22 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 40 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF SAID 56.22 ACRE TRACT, PASSING AT A DISTANCE OF 0.56 FEET A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF AFORESAID 92.296 ACRE TRACT, CONTINUING ALONG SAID NORTH LINE OF 56.22 ACRE TRACT, THE SOUTH LINE OF SAID 92.296 ACRE TRACT AND WITH THE APPROXIMATE CENTERLINE OF AFORESAID COUNTY ROAD NO. 483, IN ALL A TOTAL DISTANCE OF 1475.98 FEET TO A THE POINT OF BEGINNING AND CONTAINING 57.075 ACRES LAND, MORE OR LESS.

TRACT II

BEING A 30.485 ACRE TRACT OF LAND SITUATED IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, CITY OF LAVON, COLLIN COUNTY, TEXAS, AND BEING A PARCEL OR TRACT OF LAND DESCRIBED TO CAPE COD BANK & TRUST COMPANY IN DEED RECORDED IN VOLUME 2651, PAGE 27 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH RED CAP STAMPED "USA INC" FOUND FOR CORNER, SAID ROD BEING THE NORTHEAST CORNER OF TRADITIONS AT GRAND HERITAGE WEST AN ADDITION TO THE CITY OF LAVON, AS RECORDED IN VOLUME 2017, PAGE 900 OF THE DEED RECORDS OF COLLINS COUNTY, TEXAS, SAID POINT BEING A DEDICATED RIGHT-OF-WAY FOR COUNTY ROAD F.M. 484;

THENCE NORTH 00 DEGREES 47 MINUTES 17 SECONDS EAST A DISTANCE OF 30.16 FEET TO A POINT FOR CORNER, SAID POINT BEING IN THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD F. M. 484, (CURRENTLY A VARIABLE-WIDTH PRESCRIPTIVE-BY-USE PUBLIC RIGHT-OF-WAY);

THENCE SOUTH 89 DEGREES 22 MINUTES 38 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF COUNTY ROAD F. M. 484, A DISTANCE OF 555.40 FEET TO A 1/2 INCH IRON ROD WITH RED CAP STAMPED "USA INC." FOUND FOR CORNER, SAID POINT BEING A POINT FOR THE SOUTHERLY RIGHT-OF-WAY LINE FOR WINDMILL DRIVE (50 FOOT RIGHT-OF-WAY);

THENCE SOUTH 89 DEGREES 00 MINUTES 06 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WINDMILL DRIVE A DISTANCE OF 131.60 FEET TO A 1/2 INCH IRON RID WITH RED CAP STAMPED "USA INC" FOUND FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF TRADITIONS AT GRAND HERITAGE AN ADDITION TO THE CITY OF LAVON, AS RECORDED IN VOLUME 2016, PAGE 689, OF THE DEED RECORDS OF COLLINS COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 47 MINUTES 17 SECONDS WEST DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WINDMILL DRIVE, AND ALONG THE EASTERLY LINE OF SAID CAPE COD TRACT, AND ALONG THE WESTERLY LINE OF SAID TRADITIONS AT GRAND HERITAGE, AND PASSING A 1/2 INCH IRON ROD WITH RED CAP STAMPED "USA INC" AT A DISTANCE OF 1,279.93 FEET FOUND FOR THE NORTHWEST CORNER OF AN H.O.A., P.A.E.D.E., S.S.E. & W.E TRACT, AND PASSING A DISTANCE OF 197.64 A 1/2 INCH IRON ROD WITH RED CAP STAMPED "USA INC" FOR THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CITY OF LAVON COLLINS COUNTY, TEXAS AS RECORDED IN DOCUMENT NUMBER 20060725001041390 OF THE OFFICIAL PUBLIC RECORDS, COLLINS COUNTY, TEXAS, FOR A TOTAL DISTANCE OF 1,832.19 FEET TO A POINT

FOR CORNER, SAID POINT BEING THE SOUTHEAST CORNER OF SAID CAPE COD TRACT AND THE NORTHERLY LINE OF A TRACT OF AND DESCRIBED IN DEED TO JOHN DAVID SANDERS AS RECORDED IN VOLUME 4589, PAGE 1490 OF THE DEED RECORDS, COLLINS COUNTY, TEXAS, SAID POINT ALSO BEING ALONG THE APPROXIMATE CENTERLINE OF BEAR CREEK;

THENCE SOUTH 74 DEGREES 24 MINUTES 58 SECONDS WEST ALONG SAID APPROXIMATE CENTERLINE OF BEAR CREEK AND THE NORTHERLY LINE OF SAID SANDERS TRACT AND THE SOUTHERLY LINE OF SAID CAPE COD TRACT A DISTANCE OF 716.06 FEET TO A POINT FOR CORNER, SAID POINT BEING IN THE SOUTHWEST CORNER OF SAID CAPE COD TRACT AND THE SOUTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO BEAR CREEK WINDMILL LP AS RECORDED IN VOLUME 5467, PAGE 695 OF THE DEED RECORDS, COLLINS COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 47 MINUTES 17 SECONDS EAST PASSING A 1/2 INCH IRON ROD WITH RED CAP STAMPED "USA INC" AT A DISTANCE OF 745.11 FOR THE SOUTHEAST CORNER OF SAID TRADITIONS AT GRAND HERITAGE WEST SAID POINT BEING THE NORTHEAST CORNER OF SAID BEAR CREEK WINDMILL LP TRACT AND BEING ALONG THE WESTERLY LINE OF SAID CAPE COD TRACT AND BEING ALONG THE EASTERLY LINE OF SAID TRADITIONS AT GRAND HERITAGE WEST TRACT FOR A TOTAL DISTANCE OF 2,002.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,327,916 SQUARE FEET OR 30.485 ACRES OF LAND, MORE OR LESS.

**APPENDIX A – CONTRACTS FOR CONSTRUCTION OF AUTHORIZED
IMPROVEMENTS**

[Remainder of page left intentionally blank.]



Formerly Alpha Testing

Environmental
Geotechnical Engineering
Materials Testing
Field Inspections Code Compliance
Geophysical Technologies

JR Douglas
Douglas Properties, Inc.
2309 Avenue K, Suite 100
Plano, TX, 75074

November 8, 2024

Re: UES Proposal No. Bear Creek Phase 5
Construction Materials Testing
Bear Creek Phase 5
Lavon, Texas

Dear JR Douglas:

UES Professional Solutions 44, LLC (UES), formerly Alpha Testing, LLC, is pleased to submit this proposal for providing Construction Materials Testing (CMT) and related quality control services for the referenced project.

UES has integrated the resources of Alpha Testing, River Engineering, Rock Engineering and Testing and In-Control Technologies to form the largest geotechnical engineering, materials testing, special inspection and environmental services firm in the North Texas region. Our personnel and equipment resources are unmatched and we have the experienced staff to perform the necessary CMT services in accordance with the project requirements. In the Dallas area, UES is accredited by the American Association for Laboratory Accreditation (A2LA) and meets the requirements of ASTM E329. We also participate in Cement and Concrete Reference Laboratory (CCRL) and AASHTO resource proficiency sampling programs.

For the purpose of this proposal, we have estimated quantities and tests per our experience, with the information provided. The actual costs for CMT services can decrease or increase with changes in the scope of work and are heavily dependent on the contractor's work methods, production, and sequencing. This is only an estimate for budgetary purposes and UES's total fee will be based on the actual amount of time and laboratory testing required for the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees. UES is willing to re-evaluate our budget once a formal construction schedule is finalized.

UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. Report turnaround time is typically one day. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed. Our system is designed to provide high quality, real-time information.

By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

2209 Wisconsin St • Dallas, TX 75229 • ph 972-620-8911 • fax 972-620-1302
Team UES.com

FIRM PROFILE

UES is a registered Texas engineering firm (#813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. UES currently employs over 4,000 people.

UES recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

Austin

2324 Ridgely Drive, Suite E
Austin, Texas 78754
Phone: 281-469-3347

Corpus Christi

6817 Leopard Street
Corpus Christi, TX, 78409
Phone: 361-883-4555

Dallas

2209 Wisconsin Street
Dallas, TX 75229
Phone: 972-620-8911

Fort Worth

5058 Brush Creek Road
Fort Worth, TX 76119
Phone: 817-496-5600

Houston - East

4641 Kennedy Commerce Drive
Houston, Texas 77032
Phone: 281-469-3347

Houston - North

14731 Pebble Bend Dr
Houston, Texas, 77068
Phone: 281-580-8892

Houston - West

15811 Tuckerton Road
Houston, TX 77095
Phone: 713-360-0460

Rio Grande Valley

11818 West Business Hwy 83, Unit 1
La Feria, TX 78559
Phone: 956-201-4797

Round Rock

7 Roundville Lane
Round Rock, TX, 78664
Phone: 512-284-8022

San Antonio - East

4740 Perrin Creek, Suite 480
San Antonio, TX 78217
Phone: 210-249-2100

San Antonio - West

10856 Vandale Street
San Antonio, TX, 78216
Phone: 210-495-8000



Quality Control

All testing equipment in UES's laboratories is calibrated on an annual basis using traceable standards (NIST or NISTL). Calibrations are confirmed by CCRL and AASHTO on a biannual basis during third-party inspections. Along with calibration of equipment, UES also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience.

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,
UES



John Moreland
Manager of CMT Estimating

CLIENT APPROVAL

Consultant offers the CLIENT the Proposal as described above. CLIENT may accept Consultant's offer by signing in the space provided below and returning a signed copy to Consultant. Such notification may be given by returning the original proposal. In the event the CLIENT authorizes work without returning a signed copy, the CLIENT agrees to be bound by the terms and conditions as stated herein. The proposal described above has been read, understood, and accepted by CLIENT effective as of the date that the executed proposal is returned to Consultant.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: Clint Vincent
(signature)

Printed Name: Clint Vincent Title: Attorney in Fact

Date Accepted: 2024-11-08

CLIENT Business Name: _____

Billing Address: 1900 W Kirkwood Blvd, Suite 2300B Southlake TX, 76092

Telephone: 817-416-1572 Email: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: Anjelica Aguilar A/P Contact Telephone: 817-416-1572

A/P Contact Email: anjelica@bloomfieldhomes.net

A/P Contact Email must be provided before UES can proceed with its proposed services

REPORT DISTRIBUTION

Name: Clint Vincent Email: clint@bloomfieldhomes.net

Name: JR Douglas Email: jr.douglas@yahoo.com

Name: Jim Douglas Email: jim.douglasproperties@gmail.com

Name: Vanessa Valdes Email: vanessa@bloomfieldhomes.net

UES Proposal No. Bear Creek Phase 5
November 8, 2024

UES
Construction Materials Engineering and Testing
Basic Services and Cost Estimate
Project Name: Bear Creek Phase 5; Lavon, Texas

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
<u>EARTHWORK</u>			
Construction Materials Testing @ 1.0 T each	147	\$268.43	\$39,459.00
<u>UTILITIES AND CONCRETE (CITY R.O.W.)</u>			
Construction Materials Testing @ 1 LF	13,200	\$2.12	\$27,971.00
<u>CONCRETE TESTING, LIME, CEMENT, ASPHALT (CITY R.O.W.)</u>			
Construction Materials Testing @ 1 LF each	9,000	\$1.69	\$15,195.50
ESTIMATED BUDGET			\$82,625.50

2209 Wisconsin St • Dallas, TX 75229 • ph 972-620-8911 • fax 972-620-1302
Team UES.com

4

Proposal No.	Bear Creek Phase 5
Project Name	Bear Creek Phase 5; Lavon, Texas
PROPOSAL ASSUMPTIONS AND BASIS FOR ESTIMATE	
Construction Documents	1. Enclosed budget is based on bid tab dated: 11/08/2024, civil plans dated: 06/28/2024 2. UES did not have a detailed construction schedule during the preparation of this estimate.
Earthwork	1. Enclosed budget allows up to 33 inspection days to perform field density testing on the sub-grade and fill materials being placed. UES has assumed monitoring to be performed on an average, 8 hours per day basis, during these tasks. This duration could vary, up or down, depending on the schedule and production of the earthwork contractor. 3. Paving: 1 density test for every 300 linear feet and 6 inch lift 4. Atterberg Limit Test: 1 sample to be obtained for each site visit
Mechanical Lime Stabilization	1. The enclosed budget allows up to 8 inspection days to monitor 153,000 SF of subgrade that will be mechanically lime stabilized. UES has assumed that an engineering technician could be required on-site for about 51 hours during these tasks. In addition, the technician could obtain approximately 4 soil samples for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor. 2. Lime Treated Subgrade: 1 density test for every 300 linear feet 3. Atterberg Limit Test: 1 sample to be obtained for each site visit
Utilities	1. The enclosed budget allows up to 34 inspection days to monitor on-site earthwork relating to utility trench backfill. UES has assumed that an engineering technician could be required on-site for about 291 hours during these tasks. In addition, the technician could obtain approximately 4 soil samples for laboratory proctor analysis. This duration could vary, up or down, depending on the schedule and production of the contractor. 2. Utilities: 1 density test per 6-inch lift per 300 LF 3. Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local city standards
Concrete	1. The enclosed budget allows up to 22 inspection days to monitor concrete placement and testing. UES has assumed that an engineering technician could be required on-site for about 118 hours during these tasks. In addition, the technician would be on-site to mold approximately 164 test cylinders. This duration could vary, up or down, depending on the schedule and production of the contractor. 2. Concrete cylinders will be cast at a minimum rate of 4 cylinders per mix per day or one set of 4 cylinders per mix per 150 CY, whichever is greater, on all pours. 3. Paving: 1 set of 4 test cylinders every 150 cubic yards 4. Utility Structures: 1 set of 4 test cylinders every 50 cubic yards 5. Stand-alone cylinder pickups are assumed to be required on all concrete pours.
General	1. Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24 hours notice is required to properly schedule our services. To schedule our services please contact our dispatcher at 972-421-2938 or 972-421-2999 during our office hours from 7:00 AM to 5:00 PM. UES shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. 2. UES requests that Client arranges for a coordination/scheduling meeting at the onset of each major work task (e.g., Earthwork - Buildings, Foundations, Concrete - Buildings) to verify testing and inspection scope, schedule, and assumptions. 3. During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule UES will estimate the project based on comparable project production rates and typical industry standards. UES is willing to re-evaluate our budget once a formal construction schedule is finalized. 4. All time is for a minimum of four hours or as noted and is charged Portal to Portal from UES's Dallas offices. 5. Estimate is valid for 90 days from the proposal date shown above. 6. The contractor shall be responsible for providing a protected storage container for concrete cylinders at a point on the job site mutually agreeable with UES for the purpose of storing concrete cylinders until they are transported to the Laboratory. The container shall be constructed and equipped to maintain the environment specified for initial curing in ASTM C31 (section 10.1.2). 7. Measurement uncertainty is not taken into account by UES when issuing statements of conformity as to whether tested items pass or fail specified values (ISO 17025-17.7.1.3). 8. Project Engineering services on materials engineering and testing, for consultation, analysis, report preparation and review, and supervision and scheduling of field and laboratory personnel will be charged on a "per report" basis. 9. UES utilizes a proprietary electronic laboratory data management and report generation system. CMT reports prepared in Adobe PDF format are emailed to the Client and their designees. UES also provides an extranet where CMT reports can be accessed by the Client at any time. CMT reports are automatically posted to our extranet when they are emailed.

Universal Engineering Sciences
GENERAL CONDITIONS - TEXAS

SECTION 1: SCOPE OF SERVICES

- 1.1 Universal Engineering Sciences ("UES") will provide to Client the professional services described under the Scope of Services ("Services") in the Professional Services Agreement ("Agreement") between UES and Client to which these General Conditions form a part.
- 1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, "Addendum") to the Agreement entered to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.
- 1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.
- 1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.
- 1.5 UES shall provide the personnel, equipment, Level I0 personal protective equipment (as defined by the Occupational Safety and Health Administration ("OSHA")), and other materials necessary to provide the Services. UES, at its sole discretion, may retain subcontractors or other third parties to assist it in the provision of the Services.
- 1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., retainer) prior to UES initiating work on the Services.
- 1.7 The terms "Project" and "Site" are used interchangeably in these General Conditions refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.
- 1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, state unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and attains to all taxes timely payment of all taxes due to the Internal Revenue Service and all other governmental agencies, including withholding and all other taxes.

SECTION 2: PROFESSIONAL STANDARD OF CARE

- 2.1 UES will provide all Services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.
- 2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT AGREES ANY CLAIM AGAINST UES, AND SHALL INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.
- 2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.
- 2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client's compliance with any applicable laws.
- 2.5 Client and Client's personnel and contractors shall promptly inform UES of any actual or suspected defects in UES's services, to help UES take those prompt and effective measures that in UES's opinion will help minimize the consequences of any such defect. Client's payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES's services.

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

- 3.1 Client will grant or obtain at its expense law full and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES's presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.
- 3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES law full access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a Site access agreement, in UES's reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (UES INDEMNITEES), HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES'S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.
- 3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any on-site buildings.
- 3.4 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. IF UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level I0 by OSHA.
- 3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services. Client shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. If included in the Agreement, Client may authorize UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNIFIED HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR REACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents and warrants that UES is of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoralkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMEDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that

UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNIFIED HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (A) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (B) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (C) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (D) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (E) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (F) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (G) ANY CLAIMS MADE BY THIRD PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before the work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, and UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not timely paid for will be retained upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to produce its work product in discovery, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for tests only its current or former employees or consultants. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES 150% of its prevailing rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at 150% of UES standard rates.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus fifteen (15) percent and include the following items:

- (i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.
- (ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.
- (iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photography, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to increase its compensation payable by the Client to UES in the event that UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 The Services and all deliverables provided as part of the Services (including but not limited to reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES), are prepared for the sole and exclusive use of Client, and Client is the only entity to which UES owes any duty, in contract or tort, pursuant to any law or under this Agreement. Any information or deliverables generated by UES during the provision of the Services may not be given or disclosed to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Such written consent may take the form of a "release letter" which must be agreed to by such other person or entity to whom the Services and Deliverables may be disclosed, and for which a separate fee will be charged. UES shall be entitled to injunctive relief preventing prohibiting any disclosure, release or attribution prohibited hereunder, and Client shall release, indemnify, defend, and hold harmless UES from any losses (including attorneys' fees) arising from or related to such unauthorized disclosure, attribution or release.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential". In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or for the benefit of others, (c) will exercise at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and endeavor to file the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand and, unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

SECTION 7: RISK ALLOCATION

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT EXCEED THE GREATER OF \$50,000.00 OR THE FEE ACTUALLY PAID BY CLIENT TO UES FOR THE SERVICES, IN CONSIDERATION FOR PAYMENT BY THE CLIENT OF AN ADDITIONAL SUM OF \$1,000. UES AGREES THAT ITS AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, ARISING FROM SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THERE TO SHALL BE THE GREATER OF \$50,000 OR UP TO \$1,000,000 IN COVERAGE BY ITS PROFESSIONAL LIABILITY POLICY (INCLUDING ANY DEDUCTIBLE OR SELF-INSURED RETENTION). The term "claim" or "claims" mean any claim in contract, tort, or statute alleging errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligence, negligent misrepresentation, and any other basis giving rise to liability in law or equity.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO REDUCTION IN VALUE OF REAL PROPERTY, PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH LAW, LOST PROFITS, LOSS OF USE, FINANCING COSTS AND LOST SAVINGS) INCURRED BY CLIENT, ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 Client agrees that it will not seek damages in excess of this contractually agreed-upon limitation against any other person or entity who may in turn pay UES as a third-party defendant for such damages, or where such person or entity may seek recovery from UES in a separate proceeding. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD UES INDEMNIFIED HARMLESS FOR ANY SUCH DAMAGES (INCLUDING ATTORNEYS' FEES) AWARDED TO ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY LITIGATION, ARBITRATION OR OTHER DISPUTE RESOLUTION PROCEEDING COMMENCED BY CLIENT AGAINST ANY SUCH PERSON OR ENTITY FOR DAMAGES FOR WHICH UES MAY BE IN WHOLE OR PART BE HELD LIABLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR REACTIONS OF UES.

SECTION 8: INSURANCE

8.1 UES represents that it maintains Commercial General Liability coverage in the amount of \$1,000,000.00 and has professional liability insurance in the amount of \$1,000,000.00.

8.2 Client shall advise such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by UES, provide proof to UES to verify such insurance.

SECTION 9: INDEMNITY

9.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND AND HOLD HARMLESS (REASONABLY ACCEPTABLE TO UES), INDEMNIFY, AND HOLD UES, INCLUDING ITS OFFICERS,

DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEYS' FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENTS AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT UES IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING UES AND (2) THE PROVISION OF THE SERVICES BY UES EXCEPT TO THE EXTENT CAUSED BY UES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 7. FOR THE AVOIDANCE OF DOUBT, CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

9.2 UES AGREES TO INDEMNIFY AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UES IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 7.

9.3 To the extent either party's damages are covered by available insurance, Client and UES waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement or any Addendum shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, UES shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against UES subject to the limitations in Section 7.

10.2 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against UES, shall be deemed waived unless (a) Client notifies UES of the claim or claims within thirty (30) days of discovery thereof, and (b) if the Client contends that a claim exists against UES for negligence or another violation of a standard of care owed by UES, Client has first provided UES with a written certification executed by an independent design professional currently practicing in the same discipline as UES. The certification shall: a) identify the name of the professional; b) specify each and every action or omission that the certifier contends is a violation of the standard of care identified in the Proposal Agreement; and c) state in complete detail the basis for the certifier's opinion that each such action or omission constitutes such a violation. This certificate shall be provided to UES not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

10.3 NOTWITHSTANDING THE FOREGOING, UES SHALL HAVE NO LIABILITY FOR ANY CLAIMS DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY UES FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

SECTION 11: TERMINATION

11.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice and opportunity to cure in the event of a material breach by the other party, or in the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than seven (7) calendar days. Such termination shall not be effective if such material breach or force majeure event has been remedied before expiration of the period specified in the written notice. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date plus reasonable termination expenses.

11.2 UES and Client may terminate this Agreement at any time by a mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms to all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client shall at the time of execution of the Agreement provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 13: SOLICITATION OF EMPLOYEES

Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, Client shall not directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of UES except as authorized in writing by UES. Client agrees that its breach of this Section shall cause UES irreparable harm, and that UES may, in addition to recovering any provable damages, enforce this obligation by injunction.

SECTION 14: NO ASSIGNMENT

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at its sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

SECTION 15: GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 **WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THESE TERMS AND CONDITIONS COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**

SECTION 16: INTEGRATED AGREEMENT

16.1 This Agreement, and any Addendum, represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of the subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

2209 Wisconsin St • Dallas, TX 75229 • ph 972-620-8911 • fax 972-620-1302

Team UES .com

9

SECTION 17: NO AMENDMENT

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

SECTION 18: WAIVER OF JURY TRIAL

Both Client and UES waive trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising out of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

SECTION 20: HEADINGS

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

BEAR CREEK PHASE 5 – EXCAVATION/GRADING CONTRACT

This Contract (the "Contract") is made as of August 6, 2024 (the "Effective Date") by and between **BLOOMFIELD HOMES, L.P.** ("Bloomfield") whose address is 1050 E. Hwy 114, Suite 210, Southlake, Texas 76092 and **FCS CONSTRUCTION, LLC** ("Contractor"), whose address is 9550 John W. Elliott Dr., Suite 106, Frisco, Texas 75033.

1. **CONTRACT DOCUMENTS:** The following documents are made a part hereof by reference for all purposes and are defined as the "Contract Documents": (a) this Contract; (b) the Plans, Drawings and Specifications (herein so called) as listed on Exhibit A attached hereto; (c) the payment schedule as listed on Exhibit B attached hereto; and (d) any Special Conditions, Addenda or other documents as attached hereto or referenced within any Contract Documents and (e) any written modification ("Modification") executed in writing by the parties after the Effective Date. In the event of any conflict between this Contract and any of the other Contract Documents, the provisions of this Contract will control.

2. **THE WORK:** Contractor shall furnish and pay for all necessary labor, material, equipment, supervision, insurance and taxes and shall perform all the work (the "Work") necessary or incidentally required for the completion of:

Excavation, grading and related improvements as shown on the Plans for **BEAR CREEK PHASE 5** prepared by **LJA ENGINEERING, I.N.C.** ("Engineer"), dated June 2024 with pending approval by the City of **LAVON** ("City").

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

3. **CONDUCT OF THE WORK:** Contractor shall begin the Work covered by this Contract as soon as the project is ready for said Work, or in any event within three (3) days after being notified in writing to do so by Bloomfield. Contractor shall carry on said Work promptly, efficiently and at a speed that will not cause delay in the progress of the project or portions of any work carried on by other contractors in addition to the Work being performed by Contractor. Contractor shall prosecute certain portions of the Work in preference to others, when so directed by Bloomfield. Contractor shall perform the Work in a good and workmanlike fashion in accordance with the Contract Documents in an expeditious economical manner consistent with Bloomfield's interest. Costs caused by delays or by improperly timed activities or defective construction by or on part of Contractor shall be borne solely by Contractor.

4. TIME OF ESSENCE/DELAY:

(a) **TIME IS OF THE ESSENCE** in this Contract. Bloomfield shall not be liable to Contractor for damages suffered by Contractor caused by or resulting from any delay to Contractor's work by reason of the act, negligence or default of Bloomfield, or any other contractors, persons or entities or from fire or other casualty, or on account of any acts of God, weather, or any other cause beyond Bloomfield's control, or on account of any circumstances caused or contributed to by Contractor.

(b) If Contractor should fail to complete any portion of the Work on or before the time allowed by the Contract Documents or should fail to

complete portions of Work in ample time for Bloomfield or other contractors to complete their work in lieu of any suit for damages but in addition to any other rights provided by law and/or this Contract, Contractor shall pay to Bloomfield liquidated damages in the amount of \$1,000 per day for each and every day that Contractor delays the completion of the Work or any applicable portion of the Work beyond any milestone date(s) set forth on Exhibit C. The parties agree that this sum is liquidated damages, and not a penalty, due to the difficulty in determining actual damages accruing for such delay.

5. **INDEPENDENT CONTRACTOR:** Contractor shall perform the Work set out in this Contract as an independent contractor, free of controls or supervision by Bloomfield as to the means and methods of performing the Work. Contractor shall be responsible for all employment-related taxes for its employees and for all sales, consumer, use and similar taxes legally required in connection with the execution of this Contract or the performance of the Work hereunder and shall indemnify Bloomfield from and against any claims relating to such sales, consumer, use and similar employment taxes, including fees and costs incurred by Bloomfield relative thereto. All subcontractors and suppliers that may be participating in the performance of the Work or any portion thereof or supplying any materials or equipment associated therewith are listed in the Contract Documents. Each subcontractor agreement for a portion of the Work is hereby assigned by Contractor to Bloomfield provided that (a) the assignment is effective only after termination of the Contract by Bloomfield pursuant to Section 12 and only for those subcontract agreements which Bloomfield elects to accept by so notifying the applicable subcontractor in writing, and (b) the assignment is subject to the prior rights of any sureties, if any, obligated under any bond(s) relating to this Contract and/or the Work or any portion thereof as referenced in Section 21 hereof. Bloomfield expressly reserves the right to reject any subcontractors or suppliers in its sole discretion at any time or from time to time by written notice to Contractor.

6. **CHANGE ORDERS:** No change shall be made by Contractor in the Work without prior written instructions from Bloomfield and a written change order. An equitable adjustment will be made in price or time of performance, or both, if the change ordered by Bloomfield substantially increases or decreases the cost to Contractor of the Work or the time that Contractor's equipment and forces are required to be at the work site. The method of determining the equitable adjustment shall be specified, and if possible, the price fixed at the time of issuance of written direction for the change. No claim for an increase in any portion of the Contractor's fee or any other compensation to Contractor or increase in time of the performance shall be considered or allowed unless specifically agreed to in writing by Bloomfield and based on a significant change in the scope of Work.

7. PROTECTION OF WORK, PROPERTY AND PERSONS:

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, employees engaged in performing the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, whether in storage on or off the work site, under the care, custody or control of the Contractor or its agents, invitees, subcontractors, suppliers or employees, and other property at the work site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not

designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and performance of this Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. All other provisions of this Contract to the contrary notwithstanding, Contractor hereby assumes entire responsibility and liability for any or all damage or injury of any kind or nature whatsoever (including death or personal injury resulting therefrom) to all persons, whether employees of the Contractor or otherwise, and to all property, caused, by, resulting from, or arising in whole or in part out of the Contractor's action, default or active or passive negligence or that of its agents, invitees, subcontractors, suppliers or employees and Contractor hereby agrees to indemnify and hold Bloomfield harmless therefrom, including counsel fees and costs incurred by Bloomfield relative thereto.

8. INSPECTION OF WORK: Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the Work by Bloomfield and/or Douglas Properties as its Development Manager (herein so called), or their authorized representatives, and shall, within twenty-four (24) hours after receiving written notice from Bloomfield to that effect, proceed to take down all portions of the Work and remove from the grounds and/or buildings all material, whether worked or unworked, which Bloomfield shall reject as unsound or improper or as failing to conform in any way to the Contract Documents, and shall correct all such rejected Work and all other Work damaged or destroyed in removing or making good such rejected Work. Contractor shall bear the cost of correcting such rejected Work. However, Contractor shall not remove any other material from the work site without Bloomfield's prior written permission except in accordance with the terms and provisions of Section 10 of this Contract.

CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND AGENTS:

A. DISCIPLINE AND CONTROL - Contractor shall maintain at all times strict discipline among his employees, subcontractors and agents, and agrees not to employ or subcontract for Work on any project any person unfit or without sufficient skill to perform the job he is contracted to do. If the project is a residence and Contractor is an In-home Service Company or Residential Delivery Company within the meaning of Chapter 145 of the Texas Civil Practice and Remedies Code ("TCPRC"), Contractor represents that it is in compliance with TCPRC Section 145.003(b), and shall obtain a criminal history background check as described by TCPRC Section 145.002 on any employee or agent of Contractor being sent to deliver, place, assemble, repair or install an item at the project, before such person is sent. Contractor agrees that this paragraph constitutes a request under TCPRC Sec. 145.004(2). Contractor shall not send any person for whom the criminal history record information shows a felony conviction in the 20 years preceding the date the information was obtained or a misdemeanor conviction in 10 years preceding the date the information was obtained for (a) an offense in this state classified as: (i) an offense against the person or the family; or (ii) an offense against property; or (iii) public indecency; or (b) an offense in another jurisdiction that would be classified in a category described by (a) above if the offense had occurred in this state.

B. ELIGIBILITY - Contractor warrants and agrees that all of Contractor's employees, subcontractors and agents who will be performing Work contemplated by this Agreement will be of legal age and otherwise legally authorized to perform such Work. Contractor further agrees to fully comply with the requirements of all applicable immigration laws including the Immigration Reform and Central Act (IRCA) with respect to all of Contractor's employees. Specifically, Contractor agrees to (1) obtain properly completed Employment Eligibility Verification Forms (Form I-9) for all of Contractor's employees as required by the IRCA and (2) verify the Social Security Numbers and other documentation submitted with each Form I-9. **CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY BLOOMFIELD AND ITS AGENTS, PRINCIPALS, AND EMPLOYEES, AGAINST ANY AND ALL LIABILITY, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES), FINES, PENALTIES, AND CLAIMS WHICH BLOOMFIELD MAY AT ANY TIME SUFFER OR SUSTAIN OR BECOME LIABLE FOR BY REASON OF CONTRACTOR'S FAILURE TO COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH.**

C. WORKING CONDITIONS - Contractor agrees to take all necessary measures to achieve project and site safety, including, but not limited to, the following:

- 1) Contractor shall be responsible for immediately reporting any suspected unsafe work practice or job condition to Bloomfield.
- 2) Contractor shall provide safe working procedures including equipment, training and supervision for his employees, subcontractors and agents.

D. LEGALLY AUTHORIZED - Contractor warrants that all his employees, subcontractors and agents are at least eighteen (18) years old and legally authorized to perform the Work and that he will not allow or hire any employees, subcontractors or agents under eighteen (18) years of age or not legally authorized to perform the Work contemplated under this agreement.

E. NONDISCRIMINATION - Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated appropriately during their employment, without regard to their race, religion, sex, color or national origin. Such action shall include but not be limited to the following: employment, upgrading, transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training. Contractor further agrees that all solicitations and advertisements for employees placed by or on behalf of Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

F. OSHA COMPLIANCE - Contractor will comply with all provisions of the 1970 Occupational Safety and Health Act (OSHA) and all other applicable OSHA rules and regulations. This includes, but is not limited to:

- 1) Compliance with OSHA's Hazard Communication Standard and provide Bloomfield a copy of all Materials Safety Data Sheets for all hazardous or toxic chemicals used in connection with the Work;
- 2) Compliance with OSHA's Fall Protection in the Construction Industry; and

- 3) Contractor shall immediately notify Bloomfield of any job related injury to or death of any person employed by Contractor, or otherwise under the control of Contractor, in connection with the Work at Bloomfield's site.
- G. **FULL RESPONSIBILITY** - Contractor agrees to assume full responsibility for all acts, negligence or omissions of any of Contractor's employees, agents, subcontractors and their employees, and for all other persons doing work under any oral or written contract between Contractor and any third parties.
9. **TAXES:** Contractor agrees that all pricing is inclusive of any and all taxes and that Contractor shall pay all taxes required or imposed by law in connection with Work under this Agreement including sales, use and similar taxes, and Contractor shall secure and pay for all licenses and permits necessary for proper completion of the Work. Contractor stipulates and agrees that the prices paid to Contractor by Bloomfield include all sales tax if applicable.
10. **WORK SITE:** Contractor represents that it has inspected the work site, become familiar with local conditions under which the Work is to be performed, correlated personal observations with requirements of the Contract Documents, and is familiar with the nature and location of the Work covered by this Contract. Contractor shall confine operations at the work site to areas permitted by law, ordinances, permits, the Contract Documents and Bloomfield and shall not unreasonably encumber the Work site with materials or equipment. Contractor shall keep the Work site and surrounding area free from accumulation of waste materials, debris, trash or rubbish caused by operations under this Contract. At completion of the Work, the Contractor shall remove from and about the work area all waste materials, debris, trash, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
11. **COMPLIANCE WITH LAWS:**
- (a) **COMPLIANCE** - Contractor shall comply with all current applicable laws, ordinances, building codes and all rules, regulations, or orders of all public or regulatory authorities relating to the performance of the Work. If any of the Contract Documents are at variance therewith, Contractor shall notify Builder promptly upon a variance discovery.
- (b) **STORM WATER POLLUTION PROTECTION PLAN** - Contractor acknowledges that any job site may be subject to a storm water discharge permit issued by applicable governmental authorities. In addition, certain erosion, sedimentation and storm water control measures and devices known as best management practices (BMPs) have been or will be installed and maintained in accordance with a Storm Water Pollution Protection Plan (SWPPP) adopted or approved by Bloomfield for the job site. Contractor acknowledges and agrees that: (1) Contractor has reviewed the SWPPP for any applicable job site to the extent necessary for the performance of the Work, (2) in the performance of the Work, Contractor and its employees, agents, representatives, subcontractors and suppliers present at or performing any Work or delivering materials to a job site shall comply in all respects with the requirements of any applicable SWPPP and applicable soil erosion, sedimentation and storm water permits and regulations and will not damage, alter, remove or destroy any BMPs without the express approval of Bloomfield, (3) Contractor shall immediately notify Bloomfield if Contractor becomes aware of any compromised or ineffective BMPs or other violations of storm water regulations, and (4) Contractor shall, upon demand, defend and indemnify Bloomfield and pay all costs to repair or replace any BMP and any expenses, fines and penalties incurred by or assessed against Bloomfield or any other person or entity that result from any violation of the foregoing by Contractor or any of its employees, agents, representatives, subcontractors or suppliers. Bloomfield may charge back any such cost, expense or amount to Contractor and/or offset such amounts against subsequent payments otherwise due to Contractor under this Agreement.
- (c) Contractor shall secure and pay for any and all permits, licenses, governmental fees and inspections required for the proper execution and completion of the Work covered by this Contract.
- (d) Contractor is responsible for furnishing its own requirements for office, storage, toilets, phones, drinking water, etc., and shall remove same from the work site at the completion of Work under this Contract.
12. **DEFAULT BY CONTRACTOR:** Should Contractor at any time refuse or neglect to supply a sufficient number of properly qualified workmen or a sufficient quantity of materials of proper quality, or abandon the Work or fail in any respect to prosecute the Work covered by this Contract with promptness and diligence or default in the performance of any of the Contractor's agreements, duties and obligations herein contained, Bloomfield may, at its option, after forty-eight (48) hours written notice to Contractor of default, take any of the following actions:
- (a) Provide any such labor and material necessary to correct the default, and to deduct the cost thereof from any money then due or thereafter to become due to Contractor under this Contract or otherwise.
- (b) Terminate this Contract and either complete the Work itself or contract with any other party to complete the Work and provide the materials and equipment therefor. In event of such termination of this Contract, Bloomfield may, subject to any prior rights of any surety, take possession of the work site and of all materials; equipment, tools, construction equipment and machinery thereon owned by the Contractor and accept assignment of subcontracts pursuant to Section 5 of this Contract. In the event of such termination of this Contract, Contractor shall not be entitled to receive any further payment under this Contract until the Work is completed, at which time if the unpaid portion of the amount to be paid under this Contract exceeds the charges, expenses and damages, whether liquidated or unliquidated, sustained by Bloomfield in completing the work or as a result of such default, such excess shall be paid by Bloomfield to Contractor; but, if such charges, expenses and damages shall exceed the unpaid portion, Contractor shall pay the difference to Bloomfield upon demand.
- Pursuit of the foregoing remedies shall not preclude or prejudice pursuit of any other rights or remedies and shall not constitute a waiver of any damages accruing by reason of the violation of any of the terms, provisions and covenants herein contained.
13. **TERMINATION FOR CONVENIENCE OF BLOOMFIELD:** Bloomfield reserves the right to terminate this Contract at its sole option for its sole convenience and without cause. In the event of such termination, Contractor shall immediately stop all Work hereunder and shall immediately cause its suppliers and subcontractors to cease such Work, except for taking any actions that Bloomfield may direct for the protection and preservation of the Work. In addition, except for Work directed to be performed prior to the effective date of termination stated in the notice from Bloomfield, Contractor shall terminate all existing subcontracts and purchase orders and shall not enter into any further subcontracts or purchase orders in connection with the Work. Contractor

shall be paid, as Contractor's sole and exclusive remedy, a reasonable termination charge consisting of a percentage of the contract price relative to the percentage of completion at the time of the notice of termination, plus the actual direct cost and a reasonable amount for overhead thereon as actually and reasonably incurred by Contractor in terminating the Work pursuant to Bloomfield's written directive to the Contractor. Contractor shall not be entitled to any real or anticipated loss of profits for Work not yet completed or for any other damages or losses, direct, or indirect, resulting from the termination of the Work.

14. **INSURANCE REQUIREMENTS** - Before commencing the Work as contemplated herein, Contractor and its subcontractors shall procure and maintain at their sole cost and expense, until completion and a final acceptance of the Work, the following minimum insurance coverages from insurance companies satisfactory to Bloomfield:

(a) **COMMERCIAL GENERAL LIABILITY INSURANCE:** Commercial general liability insurance written on an Occurrence form for not less than the limits of liability as follows:

- \$1 million each occurrence, \$2 million general aggregate;
- \$1 million personal and advertising injury;
- \$2 million products-completed operations aggregate;
- \$50,000 damage to rented premises; and
- \$5,000 medical expense.

Additionally, the Commercial General Liability insurance policy shall provide coverage for X, C, U (explosion, collapse and underground), contractual liability, products/completed operations, personal injury, broad form property damage, and an endorsement providing that the coverage is primary and any insurance provided by Bloomfield is excess and non-contributory. **CLAIMS MADE COVERAGE IS NOT ACCEPTABLE.** The Commercial General Liability insurance policy shall name the Bloomfield as an Additional Insured and contain a full waiver of subrogation clause.

(b) **WORKERS' COMPENSATION INSURANCE:** Contractor shall be responsible for satisfying any statutory requirements related to worker's compensation as required by the State of Texas. Contractor is required by law to give notice to the Texas Workers' Compensation Commission and its employees stating whether Contractor has elected to carry workers' compensation. Bloomfield is not responsible for obtaining workers' compensation coverage for Contractor. Contractor will provide a Waiver of Subrogation from its insurance carrier, in favor of Bloomfield, its agents and employees for all damages covered by insurance. The minimum required Employers Liability limits are \$1,000,000.

(c) **MOTOR VEHICLE INSURANCE:** Automobile and motor vehicle (owned, non-owned, and hired) insurance written for not less than \$1,000,000 Combined Single Limit for bodily injury and property damage or loss.

(d) **LOSS OF TOOLS, EQUIPMENT, ETC.:** Contractor shall insure or assume responsibility for losses to tools, clothes, equipment, and materials owned by it, its subcontractors, employees, or others used to perform the Work.

(e) **POLICY REQUIREMENTS:** Each policy of insurance carried pursuant to this Agreement shall:

- a. Be issued by companies reviewed in the most recent A.M. Best rating having not less than an A-VII rating. Policies will be made available to Bloomfield within three (3) days of request.
- b. Provide that the total of all deductibles and self insured retentions applicable to any specific insurance policy required under this Agreement shall not exceed \$10,000.

Contractor shall be required to obtain Bloomfield's express written approval for any higher deductible or self insured retention.

These minimum limits and coverages are subject to higher limits and coverage as required by the Bloomfield from time to time.

INSURANCE CERTIFICATES - Contractor shall, prior to the commencement of the Work hereunder, furnish Bloomfield with satisfactory Certificates of Insurance and an Additional Insured form complying with the above requirements, naming Bloomfield as an additional insured and providing that no cancellation or other material change in the terms of the policy may be made without thirty (30) days prior written notice to Bloomfield. Bloomfield's receipt of satisfactory insurance certificates complying with the above requirements shall be a prerequisite to payment under this Agreement or any particular purchase order or invoice. Should Contractor fail to procure or maintain at least the minimum coverages shown above, Bloomfield shall have the right, but in no way be obligated, to procure and maintain the insurance for and in the name of Contractor, at Contractor's sole expense and with Contractor's cooperation. Failure of Contractor to so obtain coverage shall be an event of default under this Agreement and Bloomfield shall have the right to terminate this Agreement. No action or omission by Bloomfield shall constitute a waiver of the requirements of this section.

15. **INDEMNITY AGREEMENT: CONTRACTOR AGREES TO HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY BLOOMFIELD, ITS AGENTS AND EMPLOYEES, AGAINST AND FOR ALL LIABILITY, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES), FINES, PENALTIES, LOSSES, CLAIMS AND DAMAGES (INCLUDING LOSS OF USE) THAT BLOOMFIELD MAY AT ANY TIME SUFFER OR SUSTAIN OR BECOME LIABLE FOR BY REASON OF ANY ACCIDENTS, DAMAGES OR INJURIES TO BLOOMFIELD, CONTRACTOR, CONTRACTOR'S PROPERTY, AGENTS, EMPLOYEES AND/OR SUBCONTRACTORS, AND/OR ANY OTHER PARTIES, IN ANY MANNER, ARISING FROM THE WORK PERFORMED HEREUNDER, INCLUDING BUT NOT LIMITED TO:**

- A. **CONTRACTOR'S OR BLOOMFIELD'S NEGLIGENCE (INCLUDING BUT NOT LIMITED TO NEGLIGENT HIRING);**
- B. **CONTRACTOR'S OR BLOOMFIELD'S GROSS NEGLIGENCE;**
- C. **STRICT LIABILITY;**
- D. **FAILURE OF CONTRACTOR, ITS AGENTS OR EMPLOYEES TO COMPLY WITH ANY OSHA, FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS RELATING TO HEALTH AND SAFETY; OR**
- E. **BREACH OF EXPRESS OR IMPLIED WARRANTY BY BLOOMFIELD OR CONTRACTOR, THEIR AGENTS OR EMPLOYEES.**

CONTRACTOR'S INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREUNDER SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE, AND SHALL CONTINUE UNTIL IT IS FINALLY ADJUDICATED THAT ANY AND ALL ACTIONS AGAINST BLOOMFIELD

AND ALL OTHER INDEMNIFIED PARTIES ARE FULLY AND FINALLY BARRED BY APPLICABLE LAW. CONTRACTOR ACKNOWLEDGES THAT IT IS INDEMNIFYING BLOOMFIELD FOR ITS OWN SOLE AND PARTIAL NEGLIGENCE.

16. **LIENS:** Contractor agrees to turn the Work over to Bloomfield free and clear from all claims, security interests, encumbrances and liens in favor of Contractor, any subcontractor, material suppliers, or other persons or entities making a claim by reason of having provided labor, services, equipment or materials and to protect and save harmless Bloomfield from all claims, encumbrances, security interests and liens relating to the performance of the Work and all maintenance required under the Contract Documents. Should Contractor fail to pay for any labor, services, equipment or material used or purchased for use in the prosecution of the Work, Bloomfield may pay all such claims and charge the amounts thereof to Contractor. In the event a lien or suit is filed by any party asserting a claim or lien for labor, services, equipment, or materials used or purchased for use in the Work covered by this Contract, Contractor will, at its sole cost and expense, including legal fees, defend such suit and pay any judgment rendered therein. If requested by Bloomfield, Contractor shall deliver to Bloomfield notarized lien releases and affidavits showing that all labor, services, equipment and materials have been paid in full and other reasonable evidence of bills paid and supporting data when applying for partial or final payment.

17. MATERIALS AND WORKMANSHIP:

(a) In addition to any other warranty or guarantee required by any bid request or Contract Documents:

(i) Contractor warrants that all materials, goods and equipment incorporated in the Work shall be suitable for the purpose for which purchased, and are as set forth in the Contract Documents.

(ii) Contractor warrants that all goods, services, materials, equipment and Work furnished and/or performed under this Contract shall conform to all Plans, Drawings and Specifications and other applicable Contract Documents, will be new, of good quality and free from defects in the design, material or workmanship for a period of 12 months from the date upon which the Work materials and/or equipment is put into service by Bloomfield.

(iii) Contractor warrants that Contractor shall deliver, handle, store and install all materials, goods, supplies and equipment in accordance with manufacturers' instructions.

(b) Contractor shall repair and correct, at its sole cost and expense, any goods, services materials, equipment or Work which prove to be not in accordance with the requirements of the Contract Documents or otherwise defective with respect to material, workmanship or design, which become apparent within 12 month from the date upon which the Work's materials, goods and/or equipment herein specified is put into service by Bloomfield, and shall, at Contractor's sole cost and expense replace and install complete, any part or parts which may prove to be defective during the 12 month period, ordinary wear and tear excepted. All costs of any such repair or replacement, including material, equipment and labor, shall be for the account of the Contractor. Repair and replacement of defects, as mentioned above, shall be carried out in accordance with the following procedures:

(i) Immediately upon appearance of any defects in material, workmanship or design requiring correction, they are to be reported and confirmed in writing by Bloomfield to Contractor or Contractor's designated representative.

(ii) Contractor shall fulfill warranty requests expeditiously.

(iii) Any materials or items furnished by Contractor for the replacement of defective parts or materials are to be supplied and delivered by Contractor at Bloomfield's work site.

(c) These provisions are not intended to be limitations of, but are in addition to, the rights of Bloomfield as provided under applicable law. Nothing contained in this Section 18 shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents or at law. Establishment of the one-year period for correction of Work as described in Section 18 relates only to this specific obligation of the Contractor to correct the Work as specified therein, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contract's liability with respect to the Contractor's obligations other than specifically to correct the Work as set forth in this Section 18.

18. PAYMENT:

(a) Before any payments are made, if so requested by Bloomfield, Contractor shall submit to Bloomfield a fair and proper itemized schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Bloomfield may require. Such schedule when approved in writing by Bloomfield shall be used as a basis for reviewing and approving Contractor's periodic requests for payment.

(b) See EXHIBIT B

(c) Final payment shall be made 30 days after completion of the Work covered by this Contract and written acceptance thereof by Bloomfield provided Contractor has furnished evidence, if requested, that all claims for labor and materials have been fully and finally paid, full and complete waivers of lien have been obtained from Contractor and all of Contractor's subcontractors and suppliers, and provided further that Contractor has fully complied with all of the provisions of this Contract.

(d) No payment made under this Contract shall be construed to be an acceptance of defective or non-conforming Work or materials.

(e) Bloomfield agrees to pay Contractor for said Work the amounts as set forth on Exhibit D as the same may have been increased or decreased by virtue of any written change order issued pursuant to the terms and provisions of Section 6 of this Contract.

(f) To induce Bloomfield to make each progress payment and full and final payment to the Contractor of amounts due under this Contract including any sum or sums withheld pursuant to this Contract or applicable law (including without limitation Texas Property Code, §53.001 et seq., as amended) to protect against lien claims, the Contractor hereby warrants and represents to Bloomfield that prior to any such payment, it will furnish to Bloomfield an affidavit, duly executed and sworn to by an authorized officer of Contractor stating that all bills for labor, goods, materials, supplies and equipment rented or furnished to date pursuant to this Contract or incurred to date in connection therewith have been paid in full; and that there are no unpaid bills for labor, goods, materials, supplies or equipment incurred to date in connection with this Contract which could give rise to a mechanic's and material men's lien claim against any property of Bloomfield; and that the Contractor agrees to indemnify and hold Bloomfield harmless from any and all such claims, including counsel fees and costs incurred by Bloomfield relative thereto. Such affidavit shall be accompanied by

appropriate lien waivers from all parties supplying labor, goods, materials, supplies or equipment.

(g) Contractor shall retain all records related to the efforts under this Contract and shall compile and retain summaries of all expenses incurred, according to standard accounting procedures. All such records and summaries shall be retained and be subject to audit by Bloomfield, both during the execution of the Work and after completion thereof. All payments under this Contract made to Contractor shall be subject to audit for a period of two (2) years following completion of the Work. Following an audit, any amounts determined by either party to have been inappropriately charged and paid to the other shall be promptly be reimbursed by the appropriate party. Bloomfield shall be notified prior to the destruction of such records and shall have the option to take possession of the same within sixty (60) days of receipt of such notice.

(h) Bloomfield may withhold payment or, on account of subsequently discovered evidence, nullify the whole or any part of any prior payment for any of the following reasons:

(i) Defective Work which has been identified by Bloomfield to Contractor and which after a reasonable time is neither remedied nor being promptly and properly remedied by Contractor.

(ii) Failure of Contractor to make payment properly due to subcontractors or material suppliers for material, labor, goods, supplies or equipment.

(iii) A reasonable doubt that the Contract can be completed for the balance then unpaid, unless this has been caused by Bloomfield's wrongful conduct or by the wrongful delay of Bloomfield or any of Bloomfield's employees, contractors or agents.

(iv) Failure of Contractor to maintain the construction schedule unless such failure is due to Bloomfield's wrongful conduct or to causes beyond the control of Contractor other than the mere payment of money.

(v) Bloomfield reserves the right to issue joint checks to Contractor and its suppliers or subcontractors, at any time or from time to time, at Bloomfield's sole election.

19. **TITLE TO MATERIALS:** Title to all materials, goods, supplies and equipment furnished by or on behalf of Contractor or otherwise which become or are to become a part of the finished Work shall be vested in Bloomfield free and clear of liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, goods, supplies and/or equipment relating to the Work as soon as such materials, goods, supplies and/or equipment is/are delivered to the work site. Contractor shall be responsible for all material, goods, supplies, equipment, and supplies relating to this Contract from the time of delivery to the work site until completion of the Work.

20. **PERFORMANCE BOND AND PAYMENT BOND:** Bloomfield shall have the right to require the Contractor to furnish bonds covering faithful performance of this Contract and payment of obligations arising hereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of this Contract and payment of obligations arising hereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of this Contract in a sum not less than the Contract amount and with sureties satisfactory to Bloomfield and meeting all statutory requirements. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

21. **ALTERNATIVE DISPUTE RESOLUTION:** The parties to this Agreement specifically agree that the transactions contemplated herein involve interstate commerce.

A. MEDIATION OR ARBITRATION BETWEEN BLOOMFIELD AND CONTRACTOR -

Contractor agrees that any dispute between Bloomfield and Contractor (whether contract, warranty, tort, statutory, or otherwise) shall first be submitted to mediation and, if not settled during mediation, shall be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et. seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator shall have the right to award reasonable attorneys' fees and expenses, including those incurred in mediation and arbitration. The parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in the county where the subject property is located. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, then the mediation or arbitration, or both, shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures provided, however, if there is any conflict between this Agreement and such rules or procedures, the provisions of this Agreement shall control. If for any reason the AAA is unable or unwilling to conduct the mediation or the binding arbitration, or both, either party may petition a court of general jurisdiction in the subject county to appoint a mediator or arbitrator, or both.

B. ARBITRATION - In any arbitration proceeding involving the parties:

- a. All applicable Federal and State law shall apply;
- b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
- c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- d. The parties shall be entitled to conduct reasonable and necessary discovery;
- e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;

Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction

22. **ATTORNEY'S FEES:** Should Bloomfield employ attorney to enforce any of the provisions hereof, or to protect its interest in any manner arising under this Contract, or to collect damages for any breach of this Contract, or to prosecute or defend any suit resulting from this Contract, Contractor agrees to pay Bloomfield all reasonable costs, expenses, overhead expenses, and attorney's fees expended or incurred.

23. **ENTIRE AGREEMENT:** This Contract and the other Contract Documents constitute the entire agreement between the parties hereto. There are no agreements, representations, or promises by and between the parties, except as contained herein and in the other Contract Documents, and any additions or changes hereto or thereto shall be in writing signed by Bloomfield and Contractor.

24. **VENUE AND APPLICABLE LAW:** Exclusive venue will be in Tarrant County, Texas. This Contract shall be construed under and in accordance with the laws of the State of Texas.

25. **PARTIAL INVALIDITY:** If any term, provision, condition or covenant of this Contract or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by applicable law, and said invalid and unenforceable term, provision, condition or covenant shall be substituted by a term, provision, condition or covenant as near in substance as may be valid and enforceable.

26. **DESIGNS AND DRAWINGS:** Copies of all design criteria, including calculations which are not proprietary to Contractor, shall be furnished to Bloomfield upon the completion of the Work and will become the property of Bloomfield.

27. **ASSIGNMENT:** Contractor's rights and obligations under this Contract may not be assigned by Contractor without the prior written consent of Bloomfield. Bloomfield may assign its rights and obligations in whole or in part without the consent of Contractor.

28. **WAIVER:** No claim or right arising out of a breach by Contractor of any or all of the terms and conditions of this Contract can be discharged in whole or in part by a waiver, renunciation, or failure to enforce any such claim or right unless Bloomfield expressly consents thereto in a separate writing.

29. **DIRECTION OF NOTICE:** Any notice to be given herein by either party to the other shall be in writing and may, unless otherwise provided herein, be affected by personal delivery in writing or by depositing the same in the United States mail, postage prepaid, registered or certified, with return receipt requested. Notice deposited in the mail in the manner hereinabove described shall be effective upon deposit. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

Bloomfield Homes, L.P.
1050 E. Hwy 114
Suite 210
Southlake, Texas 76092

To the Contractor:
FCS Construction, LLC
9550 John W. Elliott Dr
Suite 106
Frisco, TX 75033

Each party may change its address for notice by giving notice of such change in accordance with the provisions of this Section but no such change of address shall be effective unless and until actually received.

30. **DISCOUNTS, REBATES AND REFUNDS:** Cash discounts obtained on payments made by Contractor shall accrue to Bloomfield and shall be credited against any payment otherwise due to Contractor under this Contract. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Bloomfield, and Contractor shall make provisions so that they can be obtained.

CONTRACTOR:

FCS CONSTRUCTION, LLC

By: 

Name: Andrew Strittmatter

Title: Estimator

Date: 8/6/24

BLOOMFIELD:

BLOOMFIELD HOMES L.P.

By: 
Clint Vincent (User ID: 202405-22507)

Name: Clint Vincent

Title: VP of Land

Date: 08/06/2024

EXHIBIT A

PLANS, DRAWINGS AND SPECIFICATIONS

This section incorporates (a) the plans prepared by the Engineer as referenced in Section 2 from which Contractor bid the Work and provided the Proposal attached as Exhibit D, and (b) the following General Conditions and Construction Specifications:

GENERAL CONDITIONS

1. SALES TAX: Contractors are responsible to pay for all applicable sales tax. Any and all sales taxes shall be included in the contract unit prices. Contractor acknowledges that Owner has no obligation to reimburse Contractor for any sales tax.
2. PERMIT FEES: The Contractor shall be responsible for the payment and acquisition of any and all permits and fees, as required by the City, except for inspection fees per Section 9 below.
3. INSPECTION FEES: The Developer shall be responsible for paying all inspection fees required by the governing public authority. Contractor shall be responsible for any fees related to inspector overtime and re-inspections.
4. PRECONSTRUCTION MEETING: The Contractor shall attend all pre-construction meetings as required by the City and the Developer.
5. TESTING: All testing shall be paid for by the Developer unless the City provides such testing services for certain components of the development through its consultant. The Developer has designated Rone Engineering as the construction materials testing company. Copies of all test results shall be provided to designated representatives of the Contractor(s), the Engineer, the Developer, and the City. Any re-tests or additional tests required due to failure of the specifications as well as any standby, cancellation or overtime charges from the testing company shall be at the Contractor's expense. OWNER will only pay for 8 hours of material testing per day so coordination between Contractor and Rone Engineering is vital.
6. CONSTRUCTION STAKING: The Engineer will stake the grades, lots, pads, streets, each component of the wet utilities, and retaining walls (if required) ONE TIME for each Contractor. All staking or requests for re-stakes (which shall be at the Contractor's expense) shall be coordinated via email to the Engineer w/ copy to the Development Manager and Owner.
7. SITE: The Developer shall furnish the site, geotechnical soils reports, easements, and rights-of-way necessary for construction of the Work. Contractor represents that prior to the date of its bid, Contractor has examined the site and secured full knowledge of all conditions under which the Work is to be executed and completed. Contractor hereby assumes all risk and expense of any adverse soil conditions. Contractor further represents that Contractor has at his discretion secured for himself necessary information pertaining to subsurface conditions related to the project site to determine existing conditions. Contractor must include any pay item for rock in this bid.
8. STORMWATER POLLUTION PREVENTION PLAN (SWPPP): The selected Erosion Control Contractor (to be determined by Development Manager) shall furnish and install erosion control measures in accordance with the Engineer's plans, requirements of the City and TCEQ, and the SWPPP. Each Contractor shall be responsible for keeping adjacent streets cleaned and for replacement and repair of the storm water pollution prevention devices while on site. Periodic maintenance and repair of erosion control is expected by each Contractor while onsite although the Owner or Development Manager (if any), MAY choose to supplement such Contractor maintenance and repair throughout construction until final City acceptance.
9. USE BY DEVELOPER PRIOR TO FINAL ACCEPTANCE: The Developer reserves the right, as its interests may direct, to connect into and use, prior to final completion and acceptance, such portions of the Work as are installed in place and ready for service; provided, however, that the Developer does not cause the Contractor any substantial hindrance or delay in executing his operations. It shall be fully understood that use of partially completed Work by the Developer does not constitute acceptance of that part or any other part thereof.
10. SCHEDULE: Work must begin within five (5) calendar days of the date the Contractor is notified. After the paving has been substantially completed, a period of forty (40) working days will be allowed for each Contractor on the project to complete: i) the final lot grading, utilities' adjustments, meter boxes, ramps, traffic control and other miscellaneous items typically completed in such post-paving time period, and ii) construction and testing as well as to obtain final inspection and written

acceptance from the governing authorities as well as acceptance from the Development Manager and Owner. Neither the 5-calendar day maximum period after notification to start nor the number of working days for each Contractor's Work per such Contractor's contract nor the 10-working day post-paving acceptance period are to be considered cumulative.

11. **INJURY/DAMAGE:** The Owner and Engineer shall not be responsible for any injury to person or for any damage to underground or surface utility, facility, property or object owned either privately or publicly within or adjacent to the construction area; this aforementioned responsibility lies with the Contractor. The Contractor will hold the Owner and Engineer harmless from such liabilities resulting from injuries or damages.
12. **INSURANCE:** The Contractor will provide the Owner with insurance certificates for Workman's Compensation, General Liability, and Property Damage. Both the Owner and Development Manager, if any, shall be named as Additional Insured parties. The Contractor is liable for any increase for the cost of labor, material, overhead and transportation. Such cost increases will not be passed along to the Owner. Maintenance Bonds required by the City are a separate pay item but are not payable until submittal of the Maintenance Bond is required to the City.
13. **STORAGE:** The Owner will allow on site storage of equipment so long as the presence of such material and equipment is in compliance with all governing ordinances and regulations. The Contractor is fully responsible for such compliance and for obtaining and paying for any permits or fees; the site will be returned to the original or better condition after site use.

CONSTRUCTION SPECIFICATIONS

1. **GOVERNING PUBLIC AUTHORITY SPECIFICATION:** All Work dedicated to the City or any governing public authority shall be performed in accordance with their standard Construction Details and Specifications. Questions regarding governing public authority standards and specifications should be referred to the City, TxDOT (where applicable) or such governing public authority. If a specification is not provided for any portion of the Contractor's Work, the Contractor shall notify the Engineer immediately before commencing said Work.
2. **COMPACTION SPECIFICATION:** All compaction shall be performed in accordance with the City and Rone Engineering's recommendations and specifications for this project.
3. **GRADING TOLERANCES:** The Utility Contractor shall return all street grades to within ± 0.2 feet of the street grades per the plans at the completion of his Work. **It is each Contractor's responsibility to contact the Engineer for field verification at least 3 days prior to the anticipated completion. Re-verifications are at Contractor's expense.**
4. **WET UTILITY EXCAVATION / TRENCH SPOILS:** The Utility Contractor shall coordinate with the Development Manager, if any, and the Owner's representative to leave all spoils in the front yards at least 15' but no more than 30' behind the designed top of curb location in an orderly manner that will not interfere with the paving operation. The Paving Contractor shall process and place the spoils (placed in the front yards by the Utility Contractor to use) as backfill behind curbs or as otherwise directed per the Plans, Development Manager or Owner.
5. **EXCAVATION/TRENCH SPOILS (OTHER THEN WET UTILITY SPOILS):** Excess spoil material from all construction, including but not limited to franchise utilities and retaining walls, shall be wasted on site or on adjacent site in areas determined by the Development Manager, if any, and Owner. Contractors will not disburse any spoils until Development Manager and/or Owner issues written instructions as to where spoils shall be placed. All Contractors shall use their best efforts to break down any rock to manageable size with the goal being that the spoils shall contain rocks no larger than 4" in diameter or as otherwise specified in the Geotech Report provided to Contractor. Contractors are responsible for their spoils, except as stated otherwise. All spoils distribution will be considered incidental to construction. All spoils material shall be defined as in-place spoils.
6. **DEWATERING:** Dewatering, if required, is not included as a separate pay item and shall be included subsidiary to the bid items. Contractor shall make determination of extent of dewatering necessary to complete the project in accordance with the plans and specifications.
7. **OBSTRUCTIONS:** Relocation of franchise poles and underground franchise utilities, and similar items will be performed by Owner, except where otherwise indicated. Each Contractor shall coordinate and plan his Work around such relocation or removal.
8. **WATER FOR CONSTRUCTION:** All water required shall be furnished by the Contractor at his expense. Water shall be clean and potable.

9. **ADJUSTMENT OF UTILITIES:** It shall be the responsibility of the Utility Contractor to: (a) perform any necessary final grade adjustments to all appurtenances (valve stacks, manhole rims, fire hydrants, etc.) with the Paving Contractor being responsible for pouring any block-outs required by the governing authority, and (b) provide false manhole bottoms, if required, and inlet protection during paving operations. The cost to perform this Work shall be incidental to the bid items.
10. **TREE REMOVAL:** Each contractor shall comply with City and State ordinances and requirements. No trees are to be removed until necessary approval or permits are obtained.
11. **TESTING:** Each contractor shall be responsible for coordinating all testing required to complete their Work and acceptance by the city and any other governing authority along with the specifications provided by Rone Engineering. The cost of testing required by the City for utilities and paving (including, but not necessarily limited to fill in rights of way, concrete mix design, lime subgrade and concrete beams/cylinders) will be paid by the Owner unless such testing is provided by City sources. **Retesting or additional testing as well as any standby, cancellation, or overtime charges shall be the Contractor's responsibility and expense.**
12. **CLEANUP:** Each contractor shall be responsible for making a final cleanup of his Work before final acceptance by the City and Owner. This cleanup shall include removal of all objectionable rocks, debris, concrete, asphalt, or other construction materials; and in general, preparing the premises in an orderly manner and appearance.
13. **TRAFFIC CONTROL, BARRICADES AND WARNING SIGNS:** The Contractor will be required to plan and execute the construction Work in such a manner that the residents around the improvements will have access to their property with a minimum of interruption. The cost of traffic control is subsidiary to all line items. The Contractor shall maintain all traffic lanes and/or detours to the satisfaction of the Engineer and the City. Barricades and warning signs shall be placed in accordance with the requirements of TxDOT and the City, and/or as directed by the Development Manager, if any, or Owner.
14. **NOISE AND ODORS:** Each Contractor will be required to plan and execute the construction Work in such a manner that the residents around the improvements will have a minimum amount of disruption due to unreasonable noise and odors. Unless special permission is otherwise granted in writing, the Contractor shall also comply with all applicable governmental policies regarding hours of operation.
15. **CONCRETE BATCH PLANT, IF USED:** The Paving Contractor shall be responsible for securing all local, state, and federal permits required for assembly and operation of a concrete batch plant, if used. The Paving Contractor shall pay all fees associated with the permitting and operation of the batch plant. The Paving Contractor shall furnish copies of all permits to the Owner.
16. **RECORD DRAWINGS:** Each Contractor shall furnish and deliver to the Engineer record drawings (i.e. "as- built" plans) showing any and all field changes. The drawings shall be provided to Engineer prior to issuance of final Contractor payment which won't occur until after the acceptance letter is issued by the City. In lieu of record drawings, if no changes have occurred, Contractor shall submit a written document on Contractor's letterhead, signed by Contractor's owner or authorized officer stating that the project was built according to Engineer's plans with no changes to the project's Work.

EXHIBIT B

PAYMENT SCHEDULE

Payment of contract is to be based on unit price for measured quantities constructed as outlined in the following proposal from the Contractor and herein accepted in this contract by Bloomfield. The Maintenance Bond, if any, will not be processed for payment until it has been presented to the City during the acceptance period of the project. Monthly draws for 90% of the work completed through the last Saturday of a month are due via email in the office of the Development Manager and Owner by the 3rd working day of the following month and shall be paid by the Monday after the 15th of such following month. No hourly or extra work will be accepted unless written permission from the Owner is obtained prior to commencement of said work.

EXHIBIT C
WORK SCHEDULE

Estimated time for substantial completion of this project is thirty (30) working days with an additional ten (10) working days for post-paving completion and acceptance of all Work by the Owner and City, if applicable.

Exhibit D



PROPOSAL

Project: Bear Creek Phase 5
Location: Layon, Texas
Date: July 29, 2024

Page 1 of 2

Attn: Bloomfield Homes

Base Bid

Item	Description	Quantity		Unit Price	Extension
1	Mobilization	1	LS	\$13,500.00	\$13,500.00
2	Dirt Excavation	14,037	CY	\$2.65	\$37,198.05
3	Move Stockpile To Phase 6 - Off-road Equipment, Flaggers	51,720	CY	\$2.15	\$111,198.00
4	Place Material From Stockpile	9,684	CY	\$2.65	\$25,662.60
5	Moisture Condition Pad - 4' Below FP	58	EA	\$1,950.00	\$113,100.00
6	Install 6 mil Poly	58	EA	\$470.00	\$27,260.00
7	Rough Lot Benching	86	EA	\$120.00	\$10,320.00
8	Final Lot Benching	147	EA	\$290.00	\$42,630.00

Base Bid \$380,868.65

FCS Construction, LP

Andrew Strittmatter
Estimator

Total Working Days - Rough Grade 30
Total Working Days - Fine Grade 10

9550 JOHN W. ELLIOTT DRIVE - SUITE 106 - FRISCO, TX 75033 - O 214.975.0808 - F 214.975.0811



PROPOSAL

Page 2 of 2

Qualifications:

This proposal excludes the following:

- Inspection Fees
- Testing
- Staking
- Payment and Performance Bonds
- Import / Export of Material
- Hauling or Processing of Pipe Spools
- Tree Protection
- Structural Excavation
- Removal of Buried Debris
- Plugging of Existing Well(s)
- Grade to Drains Not on the Grading Plans
- Traffic Control
- Erosion Control Devices Not Specifically Quoted
- Excavation of Drop Garages or Exposed Beams
- SWPPP Inspections
- Turn Lane Excavation
- Rock Processing From Other Trades
- Rock Excavation
- Under Brushing / Hand Clearing
- Selective Clearing
- Clearing That May Damage Offsite Property or Property Line Fences
- Retaining Wall Culbacks Along Perimeter PL's
- Over Excavation & Processing Of Uncontrolled Fill

This proposal excludes structure demolition.

This proposal excludes clearing for offsite easements outside of mass grading area.

This proposal excludes regrading drainage areas at final grading.

This proposal excludes saw cutting and pavement removal.

This proposal is based on crossing waterway/WOUS with CMP and an earthen ramp with off-road equipment.

This proposal excludes any work within active ROWs.

This proposal is based on using only earthen ramps to cross gas easements.

This proposal excludes the cost for utility line crossings as required by others.

This proposal is based on a working fire hydrant being available on site.

This proposal excludes over excavation and processing of uncontrolled fill.

This proposal is based on the jobsite being mowed prior to excavation.

This proposal shall remain firm for thirty days.

This proposal includes the work items as listed and excludes all other items.

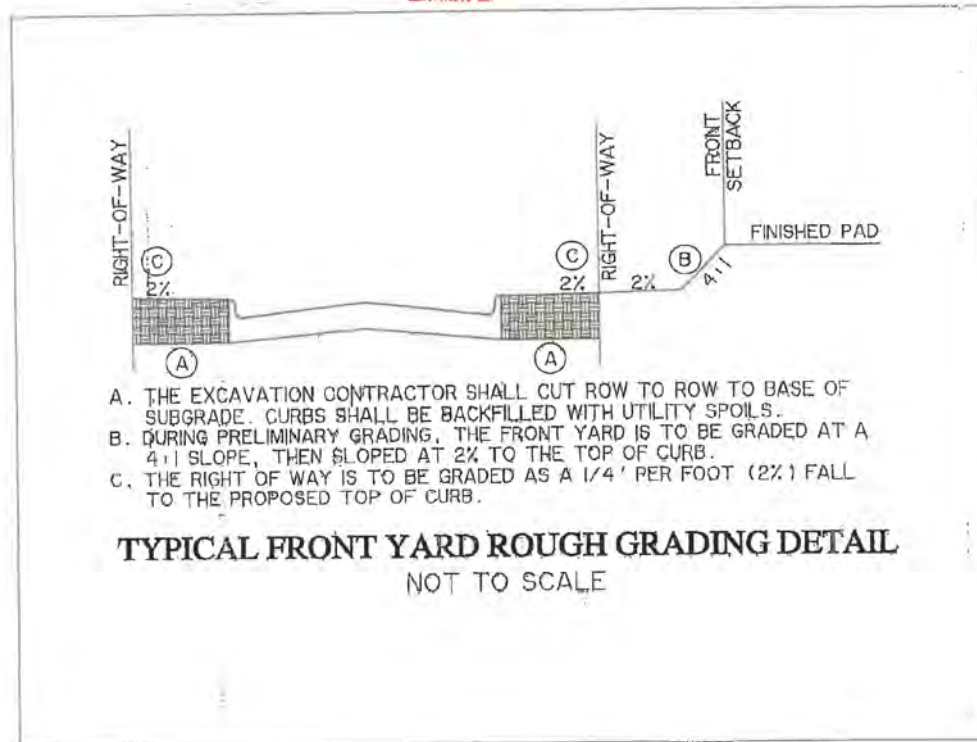
Proposal excludes stripping or clearing of stockpile or borrow area, if needed.

This proposal does not include any haul off of trash or debris. It will be an additional \$1350 per load

All excavation and grading that cant be done during the initial mobilization will be done on an hourly basis at a later date.

All potholing to locate existing utilities will be charged at \$350/HR for a vac truck.

9550 JOHN W. ELLIOTT DRIVE - SUITE 106 - FRISCO, TX 75033 - O 214.975.0808 - F 214.975.0811



BC 5 - Excavation Contract 24-08.06 FCS

Final Audit Report

2024-08-06

Created:	2024-08-06
By:	Vanessa Valdes (vanessa@bloomfieldhomes.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR22r_G18vMwTCLi3wWUYcf7SbSn_mLdI

"BC 5 - Excavation Contract 24-08.06 FCS" History

-  Document created by Vanessa Valdes (vanessa@bloomfieldhomes.net)
2024-08-06 - 8:12:52 PM GMT
-  Document emailed to Clint Vincent (clint@bloomfieldhomes.net) for signature
2024-08-06 - 8:12:58 PM GMT
-  Email viewed by Clint Vincent (clint@bloomfieldhomes.net)
2024-08-06 - 8:21:30 PM GMT
-  Document e-signed by Clint Vincent (clint@bloomfieldhomes.net)
Signature Date: 2024-08-06 - 8:22:00 PM GMT - Time Source: server
-  Agreement completed.
2024-08-06 - 8:22:00 PM GMT



BEAR CREEK PHASE 5 – PAVING CONTRACT

This Contract (the "Contract") is made as of August 06, 2024 (the "Effective Date") by and between **BLOOMFIELD HOMES, L.P.** ("Bloomfield") whose address is 1050 E. Hwy 114, Suite 210, Southlake, Texas 76092 and **CHRIS HARP CONSTRUCTION, LLC.** ("Contractor"), whose address is P.O. Box 640, Nevada, Texas 75173.

1. **CONTRACT DOCUMENTS:** The following documents are made a part hereof by reference for all purposes and are defined as the "Contract Documents": (a) this Contract; (b) the Plans, Drawings and Specifications (herein so called) as listed on Exhibit A attached hereto; (c) the payment schedule as listed on Exhibit B attached hereto; and (d) any Special Conditions, Addenda or other documents as attached hereto or referenced within any Contract Documents and (e) any written modification ("Modification") executed in writing by the parties after the Effective Date. In the event of any conflict between this Contract and any of the other Contract Documents, the provisions of this Contract will control.

2. **THE WORK:** Contractor shall furnish and pay for all necessary labor, material, equipment, supervision, insurance and taxes and shall perform all the work (the "Work") necessary or incidentally required for the completion of:

Paving and related improvements as shown on the Plans for BEAR CREEK PHASE 5 prepared by LJA ENGINEERING, I.N.C. ("Engineer"), dated June 2024 with pending approval by the City of LAVON ("City").

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

3. **CONDUCT OF THE WORK:** Contractor shall begin the Work covered by this Contract as soon as the project is ready for said Work, or in any event within three (3) days after being notified in writing to do so by Bloomfield. Contractor shall carry on said Work promptly, efficiently and at a speed that will not cause delay in the progress of the project or portions of any work carried on by other contractors in addition to the Work being performed by Contractor. Contractor shall prosecute certain portions of the Work in preference to others, when so directed by Bloomfield. Contractor shall perform the Work in a good and workmanlike fashion in accordance with the Contract Documents in an expeditious economical manner consistent with Bloomfield's interest. Costs caused by delays or by improperly timed activities or defective construction by or on part of Contractor shall be borne solely by Contractor.

4. TIME OF ESSENCE; DELAY:

(a) **TIME IS OF THE ESSENCE** in this Contract. Bloomfield shall not be liable to Contractor for damages suffered by Contractor caused by or resulting from any delay to Contractor's work by reason of the act, negligence or default of Bloomfield, or any other contractors, persons or entities or from fire or other casualty; or on account of any acts of God, weather, or any other cause beyond Bloomfield's control; or on account of any circumstances caused or contributed to by Contractor.

(b) If Contractor should fail to complete any portion of the Work on or before the time allowed by the Contract Documents or should fail to

complete portions of Work in ample time for Bloomfield or other contractors to complete their work in lieu of any suit for damages but in addition to any other rights provided by law and/or this Contract. Contractor shall pay to Bloomfield liquidated damages in the amount of \$1,000 per day for each and every day that Contractor delays the completion of the Work or any applicable portion of the Work beyond any milestone date(s) set forth on Exhibit C. The parties agree that this sum is liquidated damages, and not a penalty, due to the difficulty in determining actual damages accruing for such delay.

5. **INDEPENDENT CONTRACTOR:** Contractor shall perform the Work set out in this Contract as an independent contractor, free of controls or supervision by Bloomfield as to the means and methods of performing the Work. Contractor shall be responsible for all employment-related taxes for its employees and for all sales, consumer, use and similar taxes legally required in connection with the execution of this Contract or the performance of the Work hereunder and shall indemnify Bloomfield from and against any claims relating to such sales, consumer, use and similar employment taxes, including fees and costs incurred by Bloomfield relative thereto. All subcontractors and suppliers that may be participating in the performance of the Work or any portion thereof or supplying any materials or equipment associated therewith are listed in the Contract Documents. Each subcontractor agreement for a portion of the Work is hereby assigned by Contractor to Bloomfield provided that (a) the assignment is effective only after termination of the Contract by Bloomfield pursuant to Section 12 and only for those subcontract agreements which Bloomfield elects to accept by so notifying the applicable subcontractor in writing, and (b) the assignment is subject to the prior rights of any sureties, if any, obligated under any bond(s) relating to this Contract and/or the Work or any portion thereof as referenced in Section 21 hereof. Bloomfield expressly reserves the right to reject any subcontractors or suppliers in its sole discretion at any time or from time to time by written notice to Contractor.

6. **CHANGE ORDERS:** No change shall be made by Contractor in the Work without prior written instructions from Bloomfield and a written change order. An equitable adjustment will be made in price or time of performance, or both, if the change ordered by Bloomfield substantially increases or decreases the cost to Contractor of the Work or the time that Contractor's equipment and forces are required to be at the work site. The method of determining the equitable adjustment shall be specified, and if possible, the price fixed at the time of issuance of written direction for the change. No claim for an increase in any portion of the Contractor's fee or any other compensation to Contractor or increase in time of the performance shall be considered or allowed unless specifically agreed to in writing by Bloomfield and based on a significant change in the scope of Work.

7. **PROTECTION OF WORK, PROPERTY AND PERSONS:** Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, employees engaged in performing the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, whether in storage on or off the work site, under the care, custody or control of the Contractor or its agents, invitees, subcontractors, suppliers or employees, and other property at the work site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not

designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and performance of this Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. All other provisions of this Contract to the contrary notwithstanding, Contractor hereby assumes entire responsibility and liability for any or all damage or injury of any kind or nature whatsoever (including death or personal injury resulting therefrom) to all persons, whether employees of the Contractor or otherwise, and to all property, caused, by, resulting from, or arising in whole or in part out of the Contractor's action, default or active or passive negligence or that of its agents, invitees, subcontractors, suppliers or employees and Contractor hereby agrees to indemnify and hold Bloomfield harmless therefrom, including counsel fees and costs incurred by Bloomfield relative thereto.

8. **INSPECTION OF WORK:** Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the Work by Bloomfield and/or Douglas Properties as its Development Manager (herein so called), or their authorized representatives, and shall, within twenty-four (24) hours after receiving written notice from Bloomfield to that effect, proceed to take down all portions of the Work and remove from the grounds and/or buildings all material, whether worked or unworked, which Bloomfield shall reject as unsound or improper or as failing to conform in any way to the Contract Documents, and shall correct all such rejected Work and all other Work damaged or destroyed in removing or making good such rejected Work. Contractor shall bear the cost of correcting such rejected Work. However, Contractor shall not remove any other material from the work site without Bloomfield's prior written permission except in accordance with the terms and provisions of Section 10 of this Contract.

CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND AGENTS:

A. **DISCIPLINE AND CONTROL** - Contractor shall maintain at all times strict discipline among his employees, subcontractors and agents, and agrees not to employ or subcontract for Work on any project any person unfit or without sufficient skill to perform the job he is contracted to do. If the project is a residence and Contractor is an In-home Service Company or Residential Delivery Company within the meaning of Chapter 145 of the Texas Civil Practice and Remedies Code ("TCPRC"), Contractor represents that it is in compliance with TCPRC Section 145.003(b), and shall obtain a criminal history background check as described by TCPRC Section 145.002 on any employee or agent of Contractor being sent to deliver, place, assemble, repair or install an item at the project, before such person is sent. Contractor agrees that this paragraph constitutes a request under TCPRC Sec. 145.004(2). Contractor shall not send any person for whom the criminal history record information shows a felony conviction in the 20 years preceding the date the information was obtained or a misdemeanor conviction in 10 years preceding the date the information was obtained for (a) an offense in this state classified as: (i) an offense against the person or the family; or (ii) an offense against property; or (iii) public indecency; or (b) an offense in another jurisdiction that would be classified in a category described by (a) above if the offense had occurred in this state.

B. **ELIGIBILITY** - Contractor warrants and agrees that all of Contractor's employees, subcontractors and agents who will be performing Work contemplated by this Agreement will be of legal age and otherwise legally authorized to perform such Work. Contractor further agrees to fully comply with the requirements of all applicable immigration laws including the Immigration Reform and Central Act (IRCA) with respect to all of Contractor's employees. Specifically, Contractor agrees to (1) obtain properly completed Employment Eligibility Verification Forms (Form I-9) for all of Contractor's employees as required by the IRCA and (2) verify the Social Security Numbers and other documentation submitted with each Form I-9. **CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY BLOOMFIELD AND ITS AGENTS, PRINCIPALS, AND EMPLOYEES, AGAINST ANY AND ALL LIABILITY, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES), FINES, PENALTIES, AND CLAIMS WHICH BLOOMFIELD MAY AT ANY TIME SUFFER OR SUSTAIN OR BECOME LIABLE FOR BY REASON OF CONTRACTOR'S FAILURE TO COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH.**

C. **WORKING CONDITIONS** - Contractor agrees to take all necessary measures to achieve project and site safety, including, but not limited to, the following:

- 1) Contractor shall be responsible for immediately reporting any suspected unsafe work practice or job condition to Bloomfield.
- 2) Contractor shall provide safe working procedures including equipment, training and supervision for his employees, subcontractors and agents.

D. **LEGALLY AUTHORIZED** - Contractor warrants that all his employees, subcontractors and agents are at least eighteen (18) years old and legally authorized to perform the Work and that he will not allow or hire any employees, subcontractors or agents under eighteen (18) years of age or not legally authorized to perform the Work contemplated under this agreement.

E. **NONDISCRIMINATION** - Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated appropriately during their employment, without regard to their race, religion, sex, color or national origin. Such action shall include but not be limited to the following: employment, upgrading, transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training. Contractor further agrees that all solicitations and advertisements for employees placed by or on behalf of Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

F. **OSHA COMPLIANCE** - Contractor will comply with all provisions of the 1970 Occupational Safety and Health Act (OSHA) and all other applicable OSHA rules and regulations. This includes, but is not limited to:

- 1) Compliance with OSHA's Hazard Communication Standard and provide Bloomfield a copy of all Materials Safety Data Sheets for all hazardous or toxic chemicals used in connection with the Work;
- 2) Compliance with OSHA's Fall Protection in the Construction Industry; and

- 3) Contractor shall immediately notify Bloomfield of any job-related injury to or death of any person employed by Contractor, or otherwise under the control of Contractor, in connection with the Work at Bloomfield's site.
- G. **FULL RESPONSIBILITY** - Contractor agrees to assume full responsibility for all acts, negligence or omissions of any of Contractor's employees, agents, subcontractors and their employees, and for all other persons doing work under any oral or written contract between Contractor and any third parties.
9. **TAXES:** Contractor agrees that all pricing is inclusive of any and all taxes and that Contractor shall pay all taxes required or imposed by law in connection with Work under this Agreement including sales, use and similar taxes, and Contractor shall secure and pay for all licenses and permits necessary for proper completion of the Work. Contractor stipulates and agrees that the prices paid to Contractor by Bloomfield include all sales tax if applicable.
10. **WORK SITE:** Contractor represents that it has inspected the work site, become familiar with local conditions under which the Work is to be performed, correlated personal observations with requirements of the Contract Documents, and is familiar with the nature and location of the Work covered by this Contract. Contractor shall confine operations at the work site to areas permitted by law, ordinances, permits, the Contract Documents and Bloomfield and shall not unreasonably encumber the Work site with materials or equipment. Contractor shall keep the Work site and surrounding area free from accumulation of waste materials, debris, trash or rubbish caused by operations under this Contract. At completion of the Work, the Contractor shall remove from and about the work area all waste materials, debris, trash, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
11. **COMPLIANCE WITH LAWS:**
- (a) **COMPLIANCE** - Contractor shall comply with all current applicable laws, ordinances, building codes and all rules, regulations, or orders of all public or regulatory authorities relating to the performance of the Work. If any of the Contract Documents are at variance therewith, Contractor shall notify Builder promptly upon a variance discovery.
- (b) **STORM WATER POLLUTION PROTECTION PLAN** - Contractor acknowledges that any job site may be subject to a storm water discharge permit issued by applicable governmental authorities. In addition, certain erosion, sedimentation and storm water control measures and devices known as best management practices (BMPs) have been or will be installed and maintained in accordance with a Storm Water Pollution Protection Plan (SWPPP) adopted or approved by Bloomfield for the job site. Contractor acknowledges and agrees that: (1) Contractor has reviewed the SWPPP for any applicable job site to the extent necessary for the performance of the Work, (2) in the performance of the Work, Contractor and its employees, agents, representatives, subcontractors and suppliers present at or performing any Work or delivering materials to a job site shall comply in all respects with the requirements of any applicable SWPPP and applicable soil erosion, sedimentation and storm water permits and regulations and will not damage, alter, remove or destroy any BMPs without the express approval of Bloomfield, (3) Contractor shall immediately notify Bloomfield if Contractor becomes aware of any compromised or ineffective BMPs or other violations of storm water regulations, and (4) Contractor shall, upon demand, defend and indemnify Bloomfield and pay all costs to repair or replace any BMP and any expenses, fines and penalties incurred by or assessed against Bloomfield or any other person or entity that result from any violation of the foregoing by Contractor or any of its employees, agents, representatives, subcontractors or suppliers. Bloomfield may charge back any such cost, expense or amount to Contractor and/or offset such amounts against subsequent payments otherwise due to Contractor under this Agreement.
- (c) Contractor shall secure and pay for all permits, licenses, contractor fees, re-inspections, test cancellations and retests required for the proper execution and completion of the Work covered by this Contract.
- (d) Contractor is responsible for furnishing its own requirements for office, storage, toilets, phones, drinking water, etc., and shall remove same from the work site at the completion of Work under this Contract.
12. **DEFAULT BY CONTRACTOR:** Should Contractor at any time refuse or neglect to supply a sufficient number of properly qualified workmen or a sufficient quantity of materials of proper quality, or abandon the Work or fail in any respect to prosecute the Work covered by this Contract with promptness and diligence or default in the performance of any of the Contractor's agreements, duties and obligations herein contained, Bloomfield may, at its option, after forty-eight (48) hours written notice to Contractor of default, take any of the following actions:
- (a) Provide any such labor and material necessary to correct the default, and to deduct the cost thereof from any money then due or thereafter to become due to Contractor under this Contract or otherwise.
- (b) Terminate this Contract and either complete the Work itself or contract with any other party to complete the Work and provide the materials and equipment therefor. In event of such termination of this Contract, Bloomfield may, subject to any prior rights of any surety, take possession of the work site and of all materials thereon owned by the Contractor and accept assignment of subcontracts pursuant to Section 5 of this Contract. In the event of such termination of this Contract, Contractor shall not be entitled to receive any further payment under this Contract until the Work is completed, at which time if the unpaid portion of the amount to be paid under this Contract exceeds the charges, expenses and damages, whether liquidated or unliquidated, sustained by Bloomfield in completing the work or as a result of such default, such excess shall be paid by Bloomfield to Contractor; but, if such charges, expenses and damages shall exceed the unpaid portion, Contractor shall pay the difference to Bloomfield upon demand.
- Pursuit of the foregoing remedies shall not preclude or prejudice pursuit of any other rights or remedies and shall not constitute a waiver of any damages accruing by reason of the violation of any of the terms, provisions and covenants herein contained.
13. **TERMINATION FOR CONVENIENCE OF BLOOMFIELD:** Bloomfield reserves the right to terminate this Contract at its sole option for its sole convenience and without cause. In the event of such termination, Contractor shall immediately stop all Work hereunder and shall immediately cause its suppliers and subcontractors to cease such Work, except for taking any actions that Bloomfield may direct for the protection and preservation of the Work. In addition, except for Work directed to be performed prior to the effective date of termination stated in the notice from Bloomfield, Contractor shall terminate all existing subcontracts and purchase orders and shall not enter into any further subcontracts or purchase orders in connection with the Work. Contractor

shall be paid, as Contractor's sole and exclusive remedy, a reasonable termination charge consisting of a percentage of the contract price relative to the percentage of completion at the time of the notice of termination, plus the actual direct cost and a reasonable amount for overhead thereon as actually and reasonably incurred by Contractor in terminating the Work pursuant to Bloomfield's written directive to the Contractor. Contractor shall not be entitled to any real or anticipated loss of profits for Work not yet completed or for any other damages or losses, direct, or indirect, resulting from the termination of the Work.

14. **INSURANCE REQUIREMENTS** - Before commencing the Work as contemplated herein, Contractor and its subcontractors shall procure and maintain at their sole cost and expense, until completion and a final acceptance of the Work, the following minimum insurance coverages from insurance companies satisfactory to Bloomfield:

(a) **COMMERCIAL GENERAL LIABILITY INSURANCE:**

Commercial general liability insurance written on an Occurrence form for not less than the limits of liability as follows:

- \$1 million each occurrence, \$2 million general aggregate;
- \$1 million personal and advertising injury;
- \$2 million products-completed operations aggregate;
- \$50,000 damage to rented premises; and
- \$5,000 medical expense.

Additionally, the Commercial General Liability insurance policy shall provide coverage for X, C, U (explosion, collapse and underground), contractual liability, products/completed operations, personal injury, broad form property damage, and an endorsement providing that the coverage is primary and any insurance provided by Bloomfield is excess and non-contributory. **CLAIMS MADE COVERAGE IS NOT ACCEPTABLE.** The Commercial General Liability insurance policy shall name the Bloomfield as an Additional Insured and contain a full waiver of subrogation clause.

(b) **WORKERS' COMPENSATION INSURANCE:** Contractor shall be responsible for satisfying any statutory requirements related to worker's compensation as required by the State of Texas. *Contractor is required by law to give notice to the Texas Workers' Compensation Commission and its employees stating whether Contractor has elected to carry workers' compensation. Bloomfield is not responsible for obtaining workers' compensation coverage for Contractor. Contractor will provide a Waiver of Subrogation from its insurance carrier, in favor of Bloomfield, its agents and employees for all damages covered by insurance.* The minimum required Employers Liability limits are \$1,000,000.

(c) **MOTOR VEHICLE INSURANCE:** Automobile and motor vehicle (owned, non-owned, and hired) insurance written for not less than \$1,000,000 Combined Single Limit for bodily injury and property damage or loss.

(d) **LOSS OF TOOLS, EQUIPMENT, ETC.:** Contractor shall insure or assume responsibility for losses to tools, clothes, equipment, and materials owned by it, its subcontractors, employees, or others used to perform the Work.

(e) **POLICY REQUIREMENTS:** Each policy of insurance carried pursuant to this Agreement shall:

- a. Be issued by companies reviewed in the most recent A.M. Best rating having not less than an A-VII rating. Policies will be made available to Bloomfield within three (3) days of request.
- b. Provide that the total of all deductibles and self-insured retentions applicable to any specific insurance policy required under this Agreement shall not exceed \$10,000.

Contractor shall be required to obtain Bloomfield's express written approval for any higher deductible or self-insured retention.

These minimum limits and coverages are subject to higher limits and coverage as required by the Bloomfield from time to time.

INSURANCE CERTIFICATES - Contractor shall, prior to the commencement of the Work hereunder, furnish Bloomfield with satisfactory Certificates of Insurance and an Additional Insured form complying with the above requirements, naming Bloomfield as an additional insured and providing that no cancellation or other material change in the terms of the policy may be made without thirty (30) days prior written notice to Bloomfield. Bloomfield's receipt of satisfactory insurance certificates complying with the above requirements shall be a prerequisite to payment under this Agreement or any particular purchase order or invoice. Should Contractor fail to procure or maintain at least the minimum coverages shown above, Bloomfield shall have the right, but in no way be obligated, to procure and maintain the insurance for and in the name of Contractor, at Contractor's sole expense and with Contractor's cooperation. Failure of Contractor to so obtain coverage shall be an event of default under this Agreement and Bloomfield shall have the right to terminate this Agreement. No action or omission by Bloomfield shall constitute a waiver of the requirements of this section.

15. **INDEMNITY AGREEMENT: CONTRACTOR AGREES TO HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY BLOOMFIELD, ITS AGENTS AND EMPLOYEES, AGAINST AND FOR ALL LIABILITY, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES), FINES, PENALTIES, LOSSES, CLAIMS AND DAMAGES (INCLUDING LOSS OF USE) THAT BLOOMFIELD MAY AT ANY TIME SUFFER OR SUSTAIN OR BECOME LIABLE FOR BY REASON OF ANY ACCIDENTS, DAMAGES OR INJURIES TO BLOOMFIELD, CONTRACTOR, CONTRACTOR'S PROPERTY, AGENTS, EMPLOYEES AND/OR SUBCONTRACTORS, AND/OR ANY OTHER PARTIES, IN ANY MANNER, ARISING FROM THE WORK PERFORMED HEREUNDER, INCLUDING BUT NOT LIMITED TO:**

- A. CONTRACTOR'S NEGLIGENCE (INCLUDING BUT NOT LIMITED TO NEGLIGENT HIRING);**
 - B. CONTRACTOR'S GROSS NEGLIGENCE;**
 - C. STRICT LIABILITY;**
 - D. FAILURE OF CONTRACTOR, ITS AGENTS OR EMPLOYEES TO COMPLY WITH ANY OSHA, FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS RELATING TO HEALTH AND SAFETY; OR**
 - E. BREACH OF EXPRESS OR IMPLIED WARRANTY BY CONTRACTOR, THEIR AGENTS OR EMPLOYEES.**
- CONTRACTOR'S INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREUNDER SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE, AND SHALL CONTINUE UNTIL IT IS FINALLY ADJUDICATED THAT ANY AND ALL ACTIONS AGAINST BLOOMFIELD AND ALL OTHER INDEMNIFIED PARTIES ARE FULLY AND FINALLY BARRED BY APPLICABLE LAW. CONTRACTOR ACKNOWLEDGES THAT IT IS INDEMNIFYING BLOOMFIELD FOR ITS OWN SOLE AND PARTIAL NEGLIGENCE.**

16. **LIENS:** Contractor agrees to turn the Work over to Bloomfield free and clear from all claims, security interests, encumbrances and liens in favor of Contractor, any subcontractor, material suppliers, or other persons or entities making a claim by reason of having provided labor, services, equipment or materials and to protect and save harmless Bloomfield from all claims, encumbrances, security interests and liens relating to the performance of the Work and all maintenance required under the Contract Documents. Should Contractor fail to pay for any labor, services, equipment or material used or purchased for use in the prosecution of the Work, Bloomfield may pay all such claims and charge the amounts thereof to Contractor. In the event a lien or suit is filed by any party asserting a claim or lien for labor, services, equipment, or materials used or purchased for use in the Work covered by this Contract, Contractor will, at its sole cost and expense, including legal fees, defend such suit and pay any judgment rendered therein. If requested by Bloomfield, Contractor shall deliver to Bloomfield notarized lien releases and affidavits showing that all labor, services, equipment and materials have been paid in full and other reasonable evidence of bills paid and supporting data when applying for partial or final payment.

17. MATERIALS AND WORKMANSHIP:

(a) In addition to any other warranty or guarantee required by any bid request or Contract Documents:

(i) Contractor warrants that all materials, goods and equipment incorporated in the Work shall be suitable for the purpose for which purchased, and are as set forth in the Contract Documents.

(ii) Contractor warrants that all goods, services, materials, equipment and Work furnished and/or performed under this Contract shall conform to all Plans, Drawings and Specifications and other applicable Contract Documents, will be new, of good quality and free from defects in the design, material or workmanship for a period of 12 months from the date upon which the Work materials and/or equipment is put into service by Bloomfield.

(iii) Contractor warrants that Contractor shall deliver, handle, store and install all materials, goods, supplies and equipment in accordance with manufacturers' instructions.

(b) Contractor shall repair and correct, at its sole cost and expense, any goods, services materials, equipment or Work which prove to be not in accordance with the requirements of the Contract Documents or otherwise defective with respect to material, workmanship or design, which become apparent within 12 month from the date upon which the Work, materials, goods and/or equipment herein specified is put into service by Bloomfield, and shall, at Contractor's sole cost and expense replace and install complete, any part or parts which may prove to be defective during the 12 month period, ordinary wear and tear excepted. All costs of any such repair or replacement, including material, equipment and labor, shall be for the account of the Contractor. Repair and replacement of defects, as mentioned above, shall be carried out in accordance with the following procedures:

(i) Immediately upon appearance of any defects in material, workmanship or design requiring correction, they are to be reported and confirmed in writing by Bloomfield to Contractor or Contractor's designated representative.

(ii) Contractor shall fulfill warranty requests expeditiously.

(iii) Any materials or items furnished by Contractor for the replacement of defective parts or materials are to be supplied and delivered by Contractor at Bloomfield's work site.

(c) These provisions are not intended to be limitations of, but are in addition to, the rights of Bloomfield as provided under applicable law. Nothing contained in this Section 18 shall be construed to establish a

period of limitation with respect to other obligations which Contractor might have under the Contract Documents or at law. Establishment of the one-year period for correction of Work as described in Section 18 relates only to this specific obligation of the Contractor to correct the Work as specified therein, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work as set forth in this Section 18.

18. PAYMENT:

(a) Before any payments are made, if so requested by Bloomfield, Contractor shall submit to Bloomfield a fair and proper itemized schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Bloomfield may require. Such schedule when approved in writing by Bloomfield shall be used as a basis for reviewing and approving Contractor's periodic requests for payment.

(b) See EXHIBIT B

(c) Final payment shall be made 30 days after completion of the Work covered by this Contract and written acceptance thereof by Bloomfield provided Contractor has furnished evidence, if requested, that all claims for labor and materials have been fully and finally paid, full and complete waivers of lien have been obtained from Contractor and all of Contractor's subcontractors and suppliers, and provided further that Contractor has fully complied with all of the provisions of this Contract,

(d) No payment made under this Contract shall be construed to be an acceptance of defective or non-conforming Work or materials.

(e) Bloomfield agrees to pay Contractor for said Work the amounts as set forth on Exhibit D as the same may have been increased or decreased by virtue of any written change order issued pursuant to the terms and provisions of Section 6 of this Contract.

(f) To induce Bloomfield to make each progress payment and full and final payment to the Contractor of amounts due under this Contract including any sum or sums withheld pursuant to this Contract or applicable law (including without limitation Texas Property Code §53.001 et seq., as amended) to protect against lien claims, the Contractor hereby warrants and represents to Bloomfield that prior to any such payment, it will furnish to Bloomfield an affidavit, duly executed and sworn to by an authorized officer of Contractor stating that all bills for labor, goods, materials, supplies and equipment rented or furnished to date pursuant to this Contract or incurred to date in connection therewith have been paid in full; and that there are no unpaid bills for labor, goods, materials, supplies or equipment incurred to date in connection with this Contract which could give rise to a mechanic's and material men's lien claim against any property of Bloomfield; and that the Contractor agrees to indemnify and hold Bloomfield harmless from any and all such claims, including counsel fees and costs incurred by Bloomfield relative thereto. Such affidavit shall be accompanied by appropriate lien waivers from all parties supplying labor, goods, materials, supplies or equipment.

(g) Contractor shall retain all records related to the efforts under this Contract and shall compile and retain summaries of all expenses incurred, according to standard accounting procedures. All such records and summaries shall be retained and be subject to audit by Bloomfield,

both during the execution of the Work and after completion thereof. All payments under this Contract made to Contractor shall be subject to audit for a period of two (2) years following completion of the Work. Following an audit, any amounts determined by either party to have been inappropriately charged and paid to the other shall be promptly be reimbursed by the appropriate party. Bloomfield shall be notified prior to the destruction of such records and shall have the option to take possession of the same within sixty (60) days of receipt of such notice.

(h) Bloomfield may withhold payment or, on account of subsequently discovered evidence, nullify the whole or any part of any prior payment for any of the following reasons:

(i) Defective Work which has been identified by Bloomfield to Contractor and which after a reasonable time is neither remedied nor being promptly and properly remedied by Contractor.

(ii) Failure of Contractor to make payment properly due to subcontractors or material suppliers for material, labor, goods, supplies or equipment.

(iii) A reasonable doubt that the Contract can be completed for the balance then unpaid, unless this has been caused by Bloomfield's wrongful conduct or by the wrongful delay of Bloomfield or any of Bloomfield's employees, contractors or agents.

(iv) Failure of Contractor to maintain the construction schedule unless such failure is due to Bloomfield's wrongful conduct or to causes beyond the control of Contractor other than the mere payment of money.

(v) Bloomfield reserves the right to issue joint checks to Contractor and its suppliers or subcontractors, at any time or from time to time, at Bloomfield's sole election.

19. TITLE TO MATERIALS: Title to all materials, goods, supplies and equipment furnished by or on behalf of Contractor or otherwise which become or are to become a part of the finished Work shall be vested in Bloomfield free and clear of liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, goods, supplies and/or equipment relating to the Work as soon as such materials, goods, supplies and/or equipment is/are delivered to the work site. Contractor shall be responsible for all material, goods, supplies, equipment, and supplies relating to this Contract from the time of delivery to the work site until completion of the Work.

20. PERFORMANCE BOND AND PAYMENT BOND: Bloomfield shall have the right to require the Contractor to furnish bonds covering faithful performance of this Contract and payment of obligations arising hereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of this Contract and payment of obligations arising hereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of this Contract in a sum not less than the Contract amount and with sureties satisfactory to Bloomfield and meeting all statutory requirements. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

21. ALTERNATIVE DISPUTE RESOLUTION: The parties to this Agreement specifically agree that the transactions contemplated herein involve interstate commerce.

A. MEDIATION OR ARBITRATION BETWEEN BLOOMFIELD AND CONTRACTOR - Contractor agrees that any dispute between Bloomfield and Contractor

(whether contract, warranty, tort, statutory, or otherwise) shall first be submitted to mediation and, if not settled during mediation, shall be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et. seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator shall have the right to award reasonable attorneys' fees and expenses, including those incurred in mediation and arbitration. The parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in the county where the subject property is located. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, then the mediation or arbitration, or both, shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures provided, however, if there is any conflict between this Agreement and such rules or procedures, the provisions of this Agreement shall control. If for any reason the AAA is unable or unwilling to conduct the mediation or the binding arbitration, or both, either party may petition a court of general jurisdiction in the subject county to appoint a mediator or arbitrator, or both.

B. ARBITRATION - In any arbitration proceeding involving the parties:

- a. All applicable Federal and State law shall apply;
- b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
- c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- d. The parties shall be entitled to conduct reasonable and necessary discovery;
- e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;

Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction

22. ATTORNEY'S FEES: Should Bloomfield employ attorney to enforce any of the provisions hereof, or to protect its interest in any manner arising under this Contract, or to collect damages for any breach of this Contract, or to prosecute or defend any suit resulting from this Contract, Contractor agrees to pay Bloomfield all reasonable costs, expenses, overhead expenses and attorney's fees expended or incurred.

23. ENTIRE AGREEMENT: This Contract and the other Contract Documents constitute the entire agreement between the parties hereto. There are no agreements, representations, or promises by and between the parties, except as contained herein and in the other Contract Documents, and any additions or changes hereto or thereto shall be in writing signed by Bloomfield and Contractor.

24. VENUE AND APPLICABLE LAW: Exclusive venue will be in Tarrant County, Texas. This Contract shall be construed under and in accordance with the laws of the State of Texas.

25. PARTIAL INVALIDITY: If any term, provision, condition or covenant of this Contract or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to

whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by applicable law, and said invalid and unenforceable term, provision, condition or covenant shall be substituted by a term, provision, condition or covenant as near in substance as may be valid and enforceable.

26. DESIGNS AND DRAWINGS: Copies of all design criteria, including calculations which are not proprietary to Contractor, shall be furnished to Bloomfield upon the completion of the Work and will become the property of Bloomfield.

27. ASSIGNMENT: Contractor's rights and obligations under this Contract may not be assigned by Contractor without the prior written consent of Bloomfield. Bloomfield may assign its rights and obligations in whole or in part without the consent of Contractor.

28. WAIVER: No claim or right arising out of a breach by Contractor of any or all of the terms and conditions of this Contract can be discharged in whole or in part by a waiver, renunciation, or failure to enforce any such claim or right unless Bloomfield expressly consents thereto in a separate writing.

29. DIRECTION OF NOTICE: Any notice to be given herein by either party to the other shall be in writing and may, unless otherwise provided herein, be affected by personal delivery in writing or by depositing the same in the United States mail, postage prepaid, registered or certified,

with return receipt requested. Notice deposited in the mail in the manner hereinabove described shall be effective upon deposit. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

Bloomfield Homes, L.P.
1050 E. Hwy 114
Suite 210
Southlake, Texas 76092

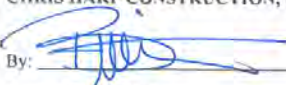
To the Contractor:
Chris Harp Construction, LLC
P.O. Box 640
Nevada, Texas 75173

Each party may change its address for notice by giving notice of such change in accordance with the provisions of this Section but no such change of address shall be effective unless and until actually received.

30. DISCOUNTS, REBATES AND REFUNDS: Cash discounts obtained on payments made by Contractor shall accrue to Bloomfield and shall be credited against any payment otherwise due to Contractor under this Contract. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Bloomfield, and Contractor shall make provisions so that they can be obtained.

CONTRACTOR:

CHRIS HARP CONSTRUCTION, LLC

By: 

Name: Brian Cottle

Title: Vice President Estimating

Date: 08/07/2024

BLOOMFIELD:

BLOOMFIELD HOMES L.P.

By: 

Clint Vincent (Aug 7, 2024 14:53 CDT)

Name: Clint Vincent

Title: VP of Land

Date: 08/07/2024

EXHIBIT A

PLANS, DRAWINGS AND SPECIFICATIONS

This section incorporates the plans prepared by the Engineer and approved by the City referenced in Section 2 of this Contract, from which Contractor bid the Work and provided the Proposal attached as Exhibit D.

EXHIBIT B

PAYMENT SCHEDULE

Payment of contract is to be based on unit price for measured quantities constructed as outlined in the following proposal from the Contractor and herein accepted in this contract by Bloomfield. The Maintenance Bond, if any, will not be processed for payment until it has been presented to the City during the acceptance period of the project. Monthly draws for 90% of the work completed through the last Saturday of the month are due via email in the office of the Development Manager and Owner by the 3rd day of the following month and shall be paid by the Monday after the 15th of such following month. No hourly or extra work will be accepted unless written permission **from the Owner** is obtained prior to commencement of said work.

EXHIBIT C

WORK SCHEDULE

Estimated time for substantial completion of this project is forty (40) working days with an additional ten (10) working days for final lot benching and acceptance of all Work by the Owner and City.



Exhibit D
PROPOSAL
 July 30, 2024
 Page 1 of 2

PO Box 640
 Nevada, TX 75173
 469-344-7686

Project: Bear Creek Phase 5
 Location: Lavon, TX
 Owner: Bloomfield Homes
 Attn: Mr. Clint Vincent

Item	Description	Unit	Quantity	Unit Price	Total
1	REM BARRICADE AND CONNECT TO EXISTING	EA	3	\$ 500.00	\$ 1,500.00
2	REM BARRICADE AND CONNECT TO EXISTING - PRESIDENTS	EA	2	\$ 500.00	\$ 1,000.00
3	6" (3,600 PSI) CONCRETE STREET (#3@18") - PRESIDENTS	SY	1,352	\$ 52.50	\$ 70,980.00
4	6" (3,600 PSI) CONCRETE STREET (#3@18")	SY	14,166	\$ 52.50	\$ 743,715.00
5	6" SUBGRADE PREPARATION - PRESIDENT'S BLVD	SY	1,422	\$ 3.90	\$ 5,545.80
6	6" SUBGRADE PREPARATION	SY	15,079	\$ 3.90	\$ 58,808.10
7	5' SIDEWALK	SF	178	\$ 7.75	\$ 1,379.50
8	HYDRATED LIME (34#/SY) - PRESIDENT'S BLVD	TON	24	\$ 335.00	\$ 8,040.00
9	HYDRATED LIME (34#/SY)	TON	256	\$ 335.00	\$ 85,760.00
10	BARRIER FREE RAMP (TYPE III)	EA	6	\$ 3,000.00	\$ 18,000.00
11	CBU PAD - 9'X4'	EA	1	\$ 1,255.00	\$ 1,255.00
12	CBU PAD - 12'X4'	EA	2	\$ 1,695.00	\$ 3,390.00
13	STOP SIGN	EA	5	\$ 415.00	\$ 2,075.00
14	STREET NAME BLADE PAIR	EA	5	\$ 725.00	\$ 3,625.00
15	STREET SIGN POLE	EA	5	\$ 1,410.00	\$ 7,050.00
16	CITY BONDS - PAVING (2 YR, 100% MAINTENANCE)	LS	1	\$ 15,300.00	\$ 15,300.00
TOTAL PAVING IMPROVEMENTS:					\$ 1,027,423.40

SEE PAGE TWO FOR EXCLUSIONS, QUALIFICATIONS AND NOTES
 PROPOSAL IS VALID FOR 30 DAYS

Chris Harp Construction, LLC
 Brian Cottle
 Vice President Estimating
estimating@chrisharpconstruction.com



Exhibit D
PROPOSAL
July 30, 2024
Page 2 of 2

PO Box 640
Nevada, TX 75173
469-344-7686

Exclusions:

Staking, Testing, Inspection Fees, Permit Fees, or Sales Taxes on Materials Incorporated Into This Project.
Double lime application, poly behind curbs or any work associated with the presence of sulfates.
Installation/Removal of Erosion Control Devices, SWPPP, NOI/NOT or Inspection Reports.
Handling /Removal/Haul-Off or Disposal of Materials, Debris or Spoils from Other Contractors
Handling /Removal/Haul-Off or Disposal of Any Existing Utilities, Structures, or Pavement.
Payment, Performance or Maintenance Bonds unless Specifically Noted With a Pay Item
Seeding, Sodding, or Hydro mulching; Import of any Borrow, Select Material, Topsoil or Compost.
Any Item Not Specifically Mentioned In This Proposal
Any Brandon Industries Products
Arrow Boards, Message Boards or Traffic Mounted Attenuator Truck, PE Stamped TCP

Qualifications:

All prices are subject to increase beginning 6 months after the date of the initial proposal.
Prior to CHC Mobilization the Subgrade Must Be +/- .1' with 5' Cut Back of Curb.
Prior to CHC Mobilization the Conduit Crossings must be installed & the Paving Stakes in with 6' Offsets.
Backfill material must be adjacent to pavement to be processed & placed with a motor grader.
CHC Must Have a Sufficient On-Site Supply of Water for Construction with out any Restrictions.
CHC Includes 1 Mobilization for Each Crew. (Lime, Grade, Steel, Paving, Flatwork, Clean-up)
CHC will Sweep the Streets One Time for Final Inspection. Additional Street Sweeping will be \$100.00/Hour.
This is NOT a Lump Sum Proposal. All Items Will be Billed at Unit Price Based on Measured Quantities.
With respect to indemnification, Chris Harp Construction will only be responsible for our own negligence.
CHC's proposal is based on current pricing for labor, equipment & materials. Please note the current economy is very unstable and volatile. As such, CHC may experience sudden unexpected price increases beyond it's control. If so, CHC will be entitled to a change order to cover these unexpected cost.
CHC's bid is based on the current U.S. On-Highway Diesel Fuel price (\$/Gal) per the Gulf Coast (PADD3) from the U.S Energy Information Administration. If the price of diesel at the time of construction is higher, then CHC shall be entitled to additional compensation to cover the unforeseen rise in the cost of fuel.
Pricing is based on Owner providing a suitable on-site location for CHC to erect & operate a portable concrete batch plant.
CHC will Provide Traffic Control provided for CHC's Work only.
CHC does not include additional cost to heat or cool concrete should weather conditions become severe.
CHC will substantially complete this work within 40 working days and achieve final completion within 10 days after final lot benching, utility work is complete and franchise is installed.
If required and a pay item for P & P bonds is listed, then CHC's bid is based on providing single oblige P & P bonds in favor of the Owner. If dual oblige bonds in favor of the Owner and the City are required, then a change order will be necessary to cover the additional cost.

Notes:

CHC's proposal shall be made part of any contract for this project.
CHC hereby acknowledges and understands that this proposal, if mutually agreed upon and a contract is executed, it will be subject to Section 151.311 of the Texas Tax Code, as amended.
The following amount of money represents that part of the total contract price representative of the value of tangible personal property, which is to be incorporated into the project realty, or which is otherwise exempt from taxation under Section 151.311 of said code: \$ 616,454.04



Exhibit D
PROPOSAL
July 30, 2024
Page 2 of 2

PO Box 640
Nevada, TX 75173
469-344-7686

Exclusions:

Staking, Testing, Inspection Fees, Permit Fees, or Sales Taxes on Materials Incorporated Into This Project.
Double lime application, poly behind curbs or any work associated with the presence of sulfates.
Installation/Removal of Erosion Control Devices, SWPPP, NOI/NOT or Inspection Reports.
Handling /Removal/Haul-Off or Disposal of Materials, Debris or Spoils from Other Contractors
Handling /Removal/Haul-Off or Disposal of Any Existing Utilities, Structures, or Pavement.
Payment, Performance or Maintenance Bonds unless Specifically Noted With a Pay Item
Seeding, Sodding, or Hydro mulching; Import of any Borrow, Select Material, Topsoil or Compost.
Any Item Not Specifically Mentioned In This Proposal
Any Brandon Industries Products
Arrow Boards, Message Boards or Traffic Mounted Attenuator Truck, PE Stamped TCP

Qualifications:

All prices are subject to increase beginning 6 months after the date of the initial proposal.
Prior to CHC Mobilization the Subgrade Must Be +/- .1' with 5' Cut Back of Curb.
Prior to CHC Mobilization the Conduit Crossings must be installed & the Paving Stakes in with 6' Offsets.
Backfill material must be adjacent to pavement to be processed & placed with a motor grader.
CHC Must Have a Sufficient On-Site Supply of Water for Construction with out any Restrictions.
CHC Includes 1 Mobilization for Each Crew. (Lime, Grade, Steel, Paving, Flatwork, Clean-up)
CHC will Sweep the Streets One Time for Final Inspection. Additional Street Sweeping will be \$100.00/Hour.
This is NOT a Lump Sum Proposal. All Items Will be Billed at Unit Price Based on Measured Quantities.
With respect to indemnification, Chris Harp Construction will only be responsible for our own negligence.
CHC's proposal is based on current pricing for labor, equipment & materials. Please note the current economy is very unstable and volatile. As such, CHC may experience sudden unexpected price increases beyond it's control. If so, CHC will be entitled to a change order to cover these unexpected cost.
CHC's bid is based on the current U.S. On-Highway Diesel Fuel price (\$/Gal) per the Gulf Coast (PADD3) from the U.S Energy Information Administration. If the price of diesel at the time of construction is higher, then CHC shall be entitled to additional compensation to cover the unforeseen rise in the cost of fuel.
Pricing is based on Owner providing a suitable on-site location for CHC to erect & operate a portable concrete batch plant.
CHC will Provide Traffic Control provided for CHC's Work only.
CHC does not include additional cost to heat or cool concrete should weather conditions become severe.
CHC will substantially complete this work within 40 working days and achieve final completion within 10 days after final lot benching, utility work is complete and franchise is installed.
If required and a pay item for P & P bonds is listed, then CHC's bid is based on providing single oblige P & P bonds in favor of the Owner. If dual oblige bonds in favor of the Owner and the City are required, then a change order will be necessary to cover the additional cost.

Notes:

CHC's proposal shall be made part of any contract for this project.
CHC hereby acknowledges and understands that this proposal, if mutually agreed upon and a contract is executed, it will be subject to Section 151.311 of the Texas Tax Code, as amended.
The following amount of money represents that part of the total contract price representative of the value of tangible personal property, which is to be incorporated into the project realty, or which is otherwise exempt from taxation under Section 151.311 of said code: \$ 616,454.04

BC 5 - Paving Contract 24-08.06 CHC partially signed

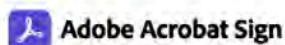
Final Audit Report

2024-08-07

Created:	2024-08-07
By:	Vanessa Valdes (vanessa@bloomfieldhomes.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFI7MS0GI9ykvj52Z3H46tntC5c-tUQJN

"BC 5 - Paving Contract 24-08.06 CHC partially signed" History

-  Document created by Vanessa Valdes (vanessa@bloomfieldhomes.net)
2024-08-07 - 7:20:40 PM GMT
-  Document emailed to Clint Vincent (clint@bloomfieldhomes.com) for signature
2024-08-07 - 7:20:54 PM GMT
-  Email viewed by Clint Vincent (clint@bloomfieldhomes.com)
2024-08-07 - 7:22:54 PM GMT
-  Document e-signed by Clint Vincent (clint@bloomfieldhomes.com)
Signature Date: 2024-08-07 - 7:23:12 PM GMT - Time Source: server
-  Agreement completed.
2024-08-07 - 7:23:12 PM GMT





PO Box 640
Nevada, Texas 75173
Phone: 469-344-7686

CHANGE ORDER

Change Order No.: One Date: March 17, 2025
Project Name: Bear Creek Phase 5 Job No.: 2439P
Location: Lavon, TX
Owner: Bloomfield Homes, L.P.
1050 E Hwy 114, Suite 210
Southlake, TX 76092
Attn: Mr. Clint Vincent

Description of Change: Lime quantity change per lime series report from UES Testing dated February 10, 2025.

The following changes to our Contract Agreement are as follows:

Item No.	Description	Unit of Measure	Unit Price	Original Quantity	Revised Quantity	Difference	Total Change
Deleted:							
8	Hydrated Lime (34#/SY)-Presidents BLVD	TON	\$ 335.00	24	0	-24	\$ (8,040.00)
9	Hydrated Lime (34#/SY)	TON	\$ 335.00	256	0	-256	\$ (85,760.00)
Added:							
8	Hydrated Lime (36#/SY)-Presidents BLVD	TON	\$ 335.00	0	26	26	\$ 8,710.00
9	Hydrated Lime (36#/SY)	TON	\$ 335.00	0	271	271	\$ 90,785.00
Total Change:							\$ 5,695.00

Original Contract Price: \$1,027,423.40
Previous Additions: \$0.00
Previous Deletions: \$0.00
Current Contract Price: \$1,027,423.40
This Change Order Amount: \$5,695.00
Revised Contract Price: \$1,033,118.40

Owner: Bloomfield Homes, L.P.

Contractor: Chris Harp Construction, LLC

BY: Clint Vincent
610mlaw@comcast.net 610.608.8100

BY: Brian Cottle
Brian Cottle

TITLE: Attorney in Fact

TITLE: Vice President Estimating

February 10, 2025

Bloomfield Homes, L.P.,
1900 W. Kirkwood Boulevard, Suite 2300B
Southlake, TX 76051
Attention: Clint Vincent, P.E.

Re: Pavement Subgrade Stabilization
Bear Creek Phase 5
Lavon, Texas
UES Report No. 242252-1544501

Submitted herein are results of our analysis of the exposed pavement subgrade at the above referenced site. The exposed pavement subgrade was evaluated by obtaining a total of 11 discrete samples from random locations along the alignment of the roadway. Atterberg-limit tests were performed on 3 of the discrete samples. Lime series tests by the Atterberg-limits method were performed on the most plastic soil material. Results of the Atterberg-limit tests and the lime series are attached to this report.

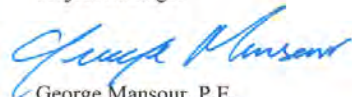
Based on visual observation of the exposed pavement subgrade and results of the above described lime series, it is recommended the exposed subgrade along all streets be mechanically lime stabilized with a minimum 8 percent hydrated lime by compacted dry soil weight (e.g., 36 lbs of hydrated lime per square yard for a 6-inch thick compacted thickness). The rate of hydrated lime application is based on an assumed compacted dry soil unit weight of 100 pcf (by ASTM-D698) which is considered typical for such calculations in the absence of actual standard Proctor compaction test results, but should be adjusted as necessary based on actual Proctor tests on the lime treated soil.

Mechanical lime stabilization should be performed in compliance with the Project Specifications and City of Lavon requirements. We appreciate the opportunity to be of service on this project. If we can be of further assistance, please call upon us.

Sincerely,
UES

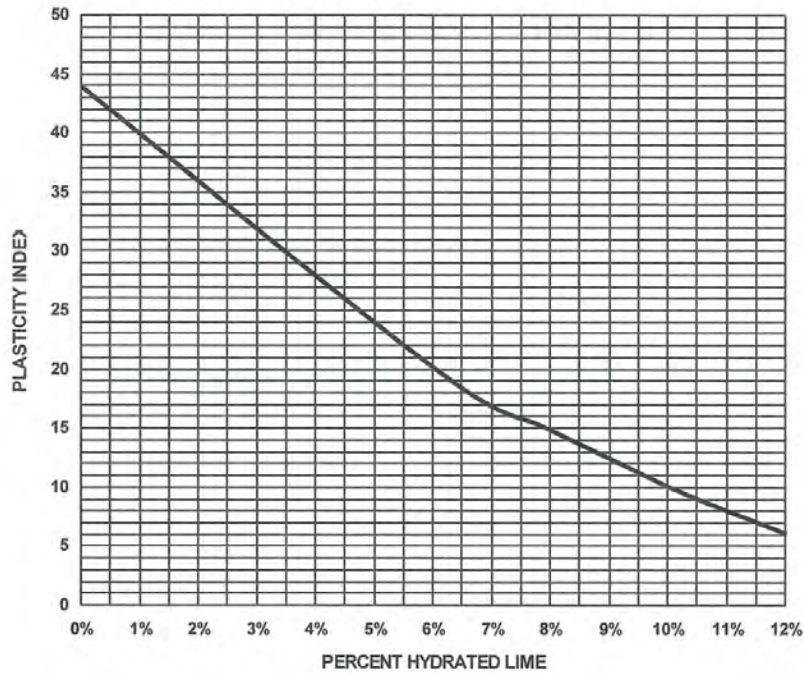


Henok Abebe,
Project Manager



George Mansour, P.E.
Project Manager

ATTERBERG-LIMITS LIME SERIES



SAMPLE NO.: 1
DESCRIPTION: DARK BROWN CLAY
LOCATION: LONDON DR. AT STATION 8+00

CLIENT: Bloomfield Homes, L.P. 1900 W. Kirkwood Blvd, 2300B Southlake, TX 76051	 Formerly Alpha Testing TBPE Firm No. 813	LABORATORY TEST: LIME SERIES DATA FIGURE - 1
PROJECT NAME: Bear Creek Phase 5 Lavon, Texas	ALPHA PROJECT NO.: 242252-1544501	DATE: February 10, 2025

RESULTS OF LABORATORY TESTS

SAMPLE NO.	LIQUID LIMIT	PLASTICITY INDEX
1	67	44
2	66	43
3	63	41

LOCATION AND DESCRIPTION:

1	LONDON DR. STATION 8+00 DARK BROWN CLAY
2	LONDON DR. STATION 20+00 DARK BROWN CLAY
5	ASPEN WAY STATION 18+00 BROWN AND TAN CLAY

CLIENT: Bloomfield Homes, L.P. 1900 W. Kirkwood Blvd, 2300B Southlake, TX 76051	 TBPE Firm No. 813	LABORATORY TEST: ATTERBERG-LIMITS FIGURE – 2
PROJECT NAME: Bear Creek Phase 5 Lavon, Texas	ALPHA PROJECT NO.: 242252-1544501	DATE: February 10, 2025

BC 5 - Paving Contract CO 1 25-03.17 CHC

Final Audit Report

2025-03-17

Created:	2025-03-17
By:	Vanessa Valdes (vanessa@bloomfieldhomes.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjhFJ47hCWq_9e2xPFraRzT8SOQm6kiR8

"BC 5 - Paving Contract CO 1 25-03.17 CHC" History

-  Document created by Vanessa Valdes (vanessa@bloomfieldhomes.net)
2025-03-17 - 3:35:28 PM GMT
-  Document emailed to clint@bloomfieldhomes.net for signature
2025-03-17 - 3:35:40 PM GMT
-  Email viewed by clint@bloomfieldhomes.net
2025-03-17 - 3:40:48 PM GMT
-  Signer clint@bloomfieldhomes.net entered name at signing as Clint Vincent
2025-03-17 - 3:41:08 PM GMT
-  Document e-signed by Clint Vincent (clint@bloomfieldhomes.net)
Signature Date: 2025-03-17 - 3:41:10 PM GMT - Time Source: server
-  Agreement completed.
2025-03-17 - 3:41:10 PM GMT

BEAR CREEK PHASE 5 – UTILITIES CONTRACT

This Contract (the "Contract") is made as of August 06, 2024 (the "Effective Date") by and between **BLOOMFIELD HOMES, L.P.** ("Bloomfield") @ 1050 E. Hwy 114, Suite 210, Southlake, Texas 76092 and **INTERSTATE PIPELINE UTILITY CONSTRUCTION, LLC** ("Contractor"), whose address is P.O. Box 152957, Dallas, Texas 75315.

1. **CONTRACT DOCUMENTS:** The following documents are made a part hereof by reference for all purposes and are defined as the "Contract Documents": (a) this Contract; (b) the Plans, Drawings and Specifications (herein so called) as listed on Exhibit A attached hereto; (c) the payment schedule as listed on Exhibit B attached hereto; and (d) any Special Conditions, Addenda or other documents as attached hereto or referenced within any Contract Documents and (e) any written modification ("Modification") executed in writing by the parties after the Effective Date. In the event of any conflict between this Contract and any of the other Contract Documents, the provisions of this Contract will control.

2. **THE WORK:** Contractor shall furnish and pay for all necessary labor, material, equipment, supervision, insurance and taxes and shall perform all the work (the "Work") necessary or incidentally required for the completion of:

Utilities and related improvements as shown on the Plans for BEAR CREEK PHASE 5 prepared by LJA ENGINEERING, I.N.C. ("Engineer"), dated June 2024 with pending approval by the City of LAVON ("City").

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

3. **CONDUCT OF THE WORK:** Contractor shall begin the Work covered by this Contract as soon as the project is ready for said Work, or in any event within three (3) days after being notified in writing to do so by Bloomfield. Contractor shall carry on said Work promptly, efficiently and at a speed that will not cause delay in the progress of the project or portions of any work carried on by other contractors in addition to the Work being performed by Contractor. Contractor shall prosecute certain portions of the Work in preference to others, when so directed by Bloomfield. Contractor shall perform the Work in a good and workmanlike fashion in accordance with the Contract Documents in an expeditious economical manner consistent with Bloomfield's interest. Costs caused by delays or by improperly timed activities or defective construction by or on part of Contractor shall be borne solely by Contractor.

4. TIME OF ESSENCE; DELAY:

(a) **TIME IS OF THE ESSENCE** in this Contract. Bloomfield shall not be liable to Contractor for damages suffered by Contractor caused by or resulting from any delay to Contractor's work by reason of the act, negligence or default of Bloomfield, or any other contractors, persons or entities or from fire or other casualty; or on account of any acts of God, weather, or any other cause beyond Bloomfield's control; or on account of any circumstances caused or contributed to by Contractor.

(b) If Contractor should fail to complete any portion of the Work on or before the time allowed by the Contract Documents or should fail to

complete portions of Work in ample time for Bloomfield or other contractors to complete their work in lieu of any suit for damages but in addition to any other rights provided by law and/or this Contract, Contractor shall pay to Bloomfield liquidated damages in the amount of \$1,000 per day for each and every day that Contractor delays the completion of the Work or any applicable portion of the Work beyond any milestone date(s) set forth on Exhibit C. The parties agree that this sum is liquidated damages, and not a penalty, due to the difficulty in determining actual damages accruing for such delay.

5. **INDEPENDENT CONTRACTOR:** Contractor shall perform the Work set out in this Contract as an independent contractor, free of controls or supervision by Bloomfield as to the means and methods of performing the Work. Contractor shall be responsible for all employment-related taxes for its employees and for all sales, consumer, use and similar taxes legally required in connection with the execution of this Contract or the performance of the Work hereunder and shall indemnify Bloomfield from and against any claims relating to such sales, consumer, use and similar employment taxes, including fees and costs incurred by Bloomfield relative thereto. All subcontractors and suppliers that may be participating in the performance of the Work or any portion thereof or supplying any materials or equipment associated therewith are listed in the Contract Documents. Each subcontractor agreement for a portion of the Work is hereby assigned by Contractor to Bloomfield provided that (a) the assignment is effective only after termination of the Contract by Bloomfield pursuant to Section 12 and only for those subcontract agreements which Bloomfield elects to accept by so notifying the applicable subcontractor in writing, and (b) the assignment is subject to the prior rights of any sureties, if any, obligated under any bond(s) relating to this Contract and/or the Work or any portion thereof as referenced in Section 21 hereof. Bloomfield expressly reserves the right to reject any subcontractors or suppliers in its sole discretion at any time or from time to time by written notice to Contractor.

6. **CHANGE ORDERS:** No change shall be made by Contractor in the Work without prior written instructions from Bloomfield and a written change order. An equitable adjustment will be made in price or time of performance, or both, if the change ordered by Bloomfield substantially increases or decreases the cost to Contractor of the Work or the time that Contractor's equipment and forces are required to be at the work site. The method of determining the equitable adjustment shall be specified, and if possible, the price fixed at the time of issuance of written direction for the change. No claim for an increase in any portion of the Contractor's fee or any other compensation to Contractor or increase in time of the performance shall be considered or allowed unless specifically agreed to in writing by Bloomfield and based on a significant change in the scope of Work.

7. **PROTECTION OF WORK, PROPERTY AND PERSONS:** Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, employees engaged in performing the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, whether in storage on or off the work site, under the care, custody or control of the Contractor or its agents, invitees, subcontractors, suppliers or employees, and other property at the work site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not

designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and performance of this Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. All other provisions of this Contract to the contrary notwithstanding, Contractor hereby assumes entire responsibility and liability for any or all damage or injury of any kind or nature whatsoever (including death or personal injury resulting therefrom) to all persons, whether employees of the Contractor or otherwise, and to all property, caused, by, resulting from, or arising in whole or in part out of the Contractor's action, default or active or passive negligence or that of its agents, invitees, subcontractors, suppliers or employees and Contractor hereby agrees to indemnify and hold Bloomfield harmless therefrom, including counsel fees and costs incurred by Bloomfield relative thereto.

8. **INSPECTION OF WORK:** Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the Work by Bloomfield and/or Douglas Properties as its Development Manager (herein so called), or their authorized representatives, and shall, within twenty-four (24) hours after receiving written notice from Bloomfield to that effect, proceed to take down all portions of the Work and remove from the grounds and/or buildings all material, whether worked or unworked, which Bloomfield shall reject as unsound or improper or as failing to conform in any way to the Contract Documents, and shall correct all such rejected Work and all other Work damaged or destroyed in removing or making good such rejected Work. Contractor shall bear the cost of correcting such rejected Work. However, Contractor shall not remove any other material from the work site without Bloomfield's prior written permission except in accordance with the terms and provisions of Section 10 of this Contract.

CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND AGENTS:

A. **DISCIPLINE AND CONTROL** - Contractor shall maintain at all times strict discipline among his employees, subcontractors and agents, and agrees not to employ or subcontract for Work on any project any person unfit or without sufficient skill to perform the job he is contracted to do. If the project is a residence and Contractor is an In-home Service Company or Residential Delivery Company within the meaning of Chapter 145 of the Texas Civil Practice and Remedies Code ("TCPRC"), Contractor represents that it is in compliance with TCPRC Section 145.003(b), and shall obtain a criminal history background check as described by TCPRC Section 145.002 on any employee or agent of Contractor being sent to deliver, place, assemble, repair or install an item at the project, before such person is sent. Contractor agrees that this paragraph constitutes a request under TCPRC Sec. 145.004(2). Contractor shall not send any person for whom the criminal history record information shows a felony conviction in the 20 years preceding the date the information was obtained or a misdemeanor conviction in 10 years preceding the date the information was obtained for (a) an offense in this state classified as: (i) an offense against the person or the family; or (ii) an offense against property; or (iii) public indecency; or (b) an offense in another jurisdiction that would be classified in a category described by (a) above if the offense had occurred in this state.

- B. **ELIGIBILITY** - Contractor warrants and agrees that all of Contractor's employees, subcontractors and agents who will be performing Work contemplated by this Agreement will be of legal age and otherwise legally authorized to perform such Work. Contractor further agrees to fully comply with the requirements of all applicable immigration laws including the Immigration Reform and Central Act (IRCA) with respect to all of Contractor's employees. Specifically, Contractor agrees to (1) obtain properly completed Employment Eligibility Verification Forms (Form I-9) for all of Contractor's employees as required by the IRCA and (2) verify the Social Security Numbers and other documentation submitted with each Form I-9. **CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY BLOOMFIELD AND ITS AGENTS, PRINCIPALS, AND EMPLOYEES, AGAINST ANY AND ALL LIABILITY, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES), FINES, PENALTIES, AND CLAIMS WHICH BLOOMFIELD MAY AT ANY TIME SUFFER OR SUSTAIN OR BECOME LIABLE FOR BY REASON OF CONTRACTOR'S FAILURE TO COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH.**
- C. **WORKING CONDITIONS** - Contractor agrees to take all necessary measures to achieve project and site safety, including, but not limited to, the following:
 - 1) Contractor shall be responsible for immediately reporting any suspected unsafe work practice or job condition to Bloomfield.
 - 2) Contractor shall provide safe working procedures including equipment, training and supervision for his employees, subcontractors and agents.
- D. **LEGALLY AUTHORIZED** - Contractor warrants that all his employees, subcontractors and agents are at least eighteen (18) years old and legally authorized to perform the Work and that he will not allow or hire any employees, subcontractors or agents under eighteen (18) years of age or not legally authorized to perform the Work contemplated under this agreement.
- E. **NONDISCRIMINATION** - Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated appropriately during their employment, without regard to their race, religion, sex, color or national origin. Such action shall include but not be limited to the following: employment, upgrading, transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training. Contractor further agrees that all solicitations and advertisements for employees placed by or on behalf of Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.
- F. **OSHA COMPLIANCE** - Contractor will comply with all provisions of the 1970 Occupational Safety and Health Act (OSHA) and all other applicable OSHA rules and regulations. This includes, but is not limited to:
 - 1) Compliance with OSHA's Hazard Communication Standard and provide Bloomfield a copy of all Materials Safety Data Sheets for all hazardous or toxic chemicals used in connection with the Work;
 - 2) Compliance with OSHA's Fall Protection in the Construction Industry; and

- 3) Contractor shall immediately notify Bloomfield of any job related injury to or death of any person employed by Contractor, or otherwise under the control of Contractor, in connection with the Work at Bloomfield's site.
- G. **FULL RESPONSIBILITY** - Contractor agrees to assume full responsibility for all acts, negligence or omissions of any of Contractor's employees, agents, subcontractors and their employees, and for all other persons doing work under any oral or written contract between Contractor and any third parties.
9. **TAXES:** Contractor agrees that all pricing is inclusive of any and all taxes and that Contractor shall pay all taxes required or imposed by law in connection with Work under this Agreement including sales, use and similar taxes, and Contractor shall secure and pay for all licenses and permits necessary for proper completion of the Work. Contractor stipulates and agrees that the prices paid to Contractor by Bloomfield include all sales tax if applicable.
10. **WORK SITE:** Contractor represents that it has inspected the work site, become familiar with local conditions under which the Work is to be performed, correlated personal observations with requirements of the Contract Documents, and is familiar with the nature and location of the Work covered by this Contract. Contractor shall confine operations at the work site to areas permitted by law, ordinances, permits, the Contract Documents and Bloomfield and shall not unreasonably encumber the Work site with materials or equipment. Contractor shall keep the Work site and surrounding area free from accumulation of waste materials, debris, trash or rubbish caused by operations under this Contract. At completion of the Work, the Contractor shall remove from and about the work area all waste materials, debris, trash, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
11. **COMPLIANCE WITH LAWS:**
- (a) **COMPLIANCE** - Contractor shall comply with all current applicable laws, ordinances, building codes and all rules, regulations, or orders of all public or regulatory authorities relating to the performance of the Work. If any of the Contract Documents are at variance therewith, Contractor shall notify Builder promptly upon a variance discovery.
- (b) **STORM WATER POLLUTION PROTECTION PLAN** - Contractor acknowledges that any job site may be subject to a storm water discharge permit issued by applicable governmental authorities. In addition, certain erosion, sedimentation and storm water control measures and devices known as best management practices (BMPs) have been or will be installed and maintained in accordance with a Storm Water Pollution Protection Plan (SWPPP) adopted or approved by Bloomfield for the job site. Contractor acknowledges and agrees that: (1) Contractor has reviewed the SWPPP for any applicable job site to the extent necessary for the performance of the Work, (2) in the performance of the Work, Contractor and its employees, agents, representatives, subcontractors and suppliers present at or performing any Work or delivering materials to a job site shall comply in all respects with the requirements of any applicable SWPPP and applicable soil erosion, sedimentation and storm water permits and regulations and will not damage, alter, remove or destroy any BMPs without the express approval of Bloomfield, (3) Contractor shall immediately notify Bloomfield if Contractor becomes aware of any compromised or ineffective BMPs or other violations of storm water regulations, and (4) Contractor shall, upon demand, defend and indemnify Bloomfield and pay all costs to repair or replace any BMP and any expenses, fines and penalties incurred by or assessed against Bloomfield or any other person or entity that result from any violation of the foregoing by Contractor or any of its employees, agents, representatives, subcontractors or suppliers. Bloomfield may charge back any such cost, expense or amount to Contractor and/or offset such amounts against subsequent payments otherwise due to Contractor under this Agreement.
- (c) Contractor shall secure and pay for any and all permits, licenses, governmental fees and inspections required for the proper execution and completion of the Work covered by this Contract.
- (d) Contractor is responsible for furnishing its own requirements for office, storage, toilets, phones, drinking water, etc., and shall remove same from the work site at the completion of Work under this Contract.
12. **DEFAULT BY CONTRACTOR:** Should Contractor at any time refuse or neglect to supply a sufficient number of properly qualified workmen or a sufficient quantity of materials of proper quality, or abandon the Work or fail in any respect to prosecute the Work covered by this Contract with promptness and diligence or default in the performance of any of the Contractor's agreements, duties and obligations herein contained, Bloomfield may, at its option, after forty-eight (48) hours written notice to Contractor of default, take any of the following actions:
- (a) Provide any such labor and material necessary to correct the default, and to deduct the cost thereof from any money then due or thereafter to become due to Contractor under this Contract or otherwise.
- (b) Terminate this Contract and either complete the Work itself or contract with any other party to complete the Work and provide the materials and equipment therefor. In event of such termination of this Contract, Bloomfield may, subject to any prior rights of any surety, take possession of the work site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and accept assignment of subcontracts pursuant to Section 5 of this Contract. In the event of such termination of this Contract, Contractor shall not be entitled to receive any further payment under this Contract until the Work is completed, at which time if the unpaid portion of the amount to be paid under this Contract exceeds the charges, expenses and damages, whether liquidated or unliquidated, sustained by Bloomfield in completing the work or as a result of such default, such excess shall be paid by Bloomfield to Contractor; but, if such charges, expenses and damages shall exceed the unpaid portion, Contractor shall pay the difference to Bloomfield upon demand.
- Pursuit of the foregoing remedies shall not preclude or prejudice pursuit of any other rights or remedies and shall not constitute a waiver of any damages accruing by reason of the violation of any of the terms, provisions and covenants herein contained.
13. **TERMINATION FOR CONVENIENCE OF BLOOMFIELD:** Bloomfield reserves the right to terminate this Contract at its sole option for its sole convenience and without cause. In the event of such termination, Contractor shall immediately stop all Work hereunder and shall immediately cause its suppliers and subcontractors to cease such Work, except for taking any actions that Bloomfield may direct for the protection and preservation of the Work. In addition, except for Work directed to be performed prior to the effective date of termination stated in the notice from Bloomfield, Contractor shall terminate all existing subcontracts and purchase orders and shall not enter into any further subcontracts or purchase orders in connection with the Work. Contractor

shall be paid, as Contractor's sole and exclusive remedy, a reasonable termination charge consisting of a percentage of the contract price relative to the percentage of completion at the time of the notice of termination, plus the actual direct cost and a reasonable amount for overhead thereon as actually and reasonably incurred by Contractor in terminating the Work pursuant to Bloomfield's written directive to the Contractor. Contractor shall not be entitled to any real or anticipated loss of profits for Work not yet completed or for any other damages or losses, direct, or indirect, resulting from the termination of the Work.

14. **INSURANCE REQUIREMENTS** - Before commencing the Work as contemplated herein, Contractor and its subcontractors shall procure and maintain at their sole cost and expense, until completion and a final acceptance of the Work, the following minimum insurance coverages from insurance companies satisfactory to Bloomfield:

(a) **COMMERCIAL GENERAL LIABILITY INSURANCE:**

Commercial general liability insurance written on an Occurrence form for not less than the limits of liability as follows:

- \$1 million each occurrence, \$2 million general aggregate;
- \$1 million personal and advertising injury;
- \$2 million products-completed operations aggregate;
- \$50,000 damage to rented premises; and
- \$5,000 medical expense.

Additionally, the Commercial General Liability insurance policy shall provide coverage for X, C, U (explosion, collapse and underground), contractual liability, products/completed operations, personal injury, broad form property damage, and an endorsement providing that the coverage is primary and any insurance provided by Bloomfield is excess and non-contributory. **CLAIMS MADE COVERAGE IS NOT ACCEPTABLE.** The Commercial General Liability insurance policy shall name the Bloomfield as an Additional Insured and contain a full waiver of subrogation clause.

(b) **WORKERS' COMPENSATION INSURANCE:** Contractor shall be responsible for satisfying any statutory requirements related to worker's compensation as required by the State of Texas. *Contractor is required by law to give notice to the Texas Workers' Compensation Commission and its employees stating whether Contractor has elected to carry workers' compensation. Bloomfield is not responsible for obtaining workers' compensation coverage for Contractor. Contractor will provide a Waiver of Subrogation from its insurance carrier, in favor of Bloomfield, its agents and employees for all damages covered by insurance.* The minimum required Employers Liability limits are \$1,000,000.

(c) **MOTOR VEHICLE INSURANCE:** Automobile and motor vehicle (owned, non-owned, and hired) insurance written for not less than \$1,000,000 Combined Single Limit for bodily injury and property damage or loss.

(d) **LOSS OF TOOLS, EQUIPMENT, ETC.:** Contractor shall insure or assume responsibility for losses to tools, clothes, equipment, and materials owned by it, its subcontractors, employees, or others used to perform the Work.

(e) **POLICY REQUIREMENTS:** Each policy of insurance carried pursuant to this Agreement shall:

- a. Be issued by companies reviewed in the most recent A.M. Best rating having not less than an A-VII rating. Policies will be made available to Bloomfield within three (3) days of request.
- b. Provide that the total of all deductibles and self-insured retentions applicable to any specific insurance policy required under this Agreement shall not exceed \$10,000.

Contractor shall be required to obtain Bloomfield's express written approval for any higher deductible or self-insured retention.

These minimum limits and coverages are subject to higher limits and coverage as required by the Bloomfield from time to time.

INSURANCE CERTIFICATES - Contractor shall, prior to the commencement of the Work hereunder, furnish Bloomfield with satisfactory Certificates of Insurance and an Additional Insured form complying with the above requirements, naming Bloomfield as an additional insured and providing that no cancellation or other material change in the terms of the policy may be made without thirty (30) days prior written notice to Bloomfield. Bloomfield's receipt of satisfactory insurance certificates complying with the above requirements shall be a prerequisite to payment under this Agreement or any particular purchase order or invoice. Should Contractor fail to procure or maintain at least the minimum coverages shown above, Bloomfield shall have the right, but in no way be obligated, to procure and maintain the insurance for and in the name of Contractor, at Contractor's sole expense and with Contractor's cooperation. Failure of Contractor to so obtain coverage shall be an event of default under this Agreement and Bloomfield shall have the right to terminate this Agreement. No action or omission by Bloomfield shall constitute a waiver of the requirements of this section.

15. **INDEMNITY AGREEMENT: CONTRACTOR AGREES TO HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY BLOOMFIELD, ITS AGENTS AND EMPLOYEES, AGAINST AND FOR ALL LIABILITY, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES), FINES, PENALTIES, LOSSES, CLAIMS AND DAMAGES (INCLUDING LOSS OF USE) THAT BLOOMFIELD MAY AT ANY TIME SUFFER OR SUSTAIN OR BECOME LIABLE FOR BY REASON OF ANY ACCIDENTS, DAMAGES OR INJURIES TO BLOOMFIELD, CONTRACTOR, CONTRACTOR'S PROPERTY, AGENTS, EMPLOYEES AND/OR SUBCONTRACTORS, AND/OR ANY OTHER PARTIES, IN ANY MANNER, ARISING FROM THE WORK PERFORMED HEREUNDER, INCLUDING BUT NOT LIMITED TO:**

- A. **CONTRACTOR'S OR BLOOMFIELD'S NEGLIGENCE (INCLUDING BUT NOT LIMITED TO NEGLIGENCE HIRING);**
- B. **CONTRACTOR'S OR BLOOMFIELD'S GROSS NEGLIGENCE;**
- C. **STRICT LIABILITY;**
- D. **FAILURE OF CONTRACTOR, ITS AGENTS OR EMPLOYEES TO COMPLY WITH ANY OSHA, FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS RELATING TO HEALTH AND SAFETY; OR**
- E. **BREACH OF EXPRESS OR IMPLIED WARRANTY BY BLOOMFIELD OR CONTRACTOR, THEIR AGENTS OR EMPLOYEES.**

CONTRACTOR'S INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREUNDER SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE, AND SHALL CONTINUE UNTIL IT IS FINALLY ADJUDICATED THAT ANY AND ALL ACTIONS AGAINST BLOOMFIELD

AND ALL OTHER INDEMNIFIED PARTIES ARE FULLY AND FINALLY BARRED BY APPLICABLE LAW. CONTRACTOR ACKNOWLEDGES THAT IT IS INDEMNIFYING BLOOMFIELD FOR ITS OWN SOLE AND PARTIAL NEGLIGENCE.

16. **LIENS:** Contractor agrees to turn the Work over to Bloomfield free and clear from all claims, security interests, encumbrances and liens in favor of Contractor, any subcontractor, material suppliers, or other persons or entities making a claim by reason of having provided labor, services, equipment or materials and to protect and save harmless Bloomfield from all claims, encumbrances, security interests and liens relating to the performance of the Work and all maintenance required under the Contract Documents. Should Contractor fail to pay for any labor, services, equipment or material used or purchased for use in the prosecution of the Work, Bloomfield may pay all such claims and charge the amounts thereof to Contractor. In the event a lien or suit is filed by any party asserting a claim or lien for labor, services, equipment, or materials used or purchased for use in the Work covered by this Contract, Contractor will, at its sole cost and expense, including legal fees, defend such suit and pay any judgment rendered therein. If requested by Bloomfield, Contractor shall deliver to Bloomfield notarized lien releases and affidavits showing that all labor, services, equipment and materials have been paid in full and other reasonable evidence of bills paid and supporting data when applying for partial or final payment.

17. **MATERIALS AND WORKMANSHIP:**

(a) In addition to any other warranty or guarantee required by any bid request or Contract Documents:

(i) Contractor warrants that all materials, goods and equipment incorporated in the Work shall be suitable for the purpose for which purchased, and are as set forth in the Contract Documents.

(ii) Contractor warrants that all goods, services, materials, equipment and Work furnished and/or performed under this Contract shall conform to all Plans, Drawings and Specifications and other applicable Contract Documents, will be new, of good quality and free from defects in the design, material or workmanship for a period of 12 months from the date upon which the Work materials and/or equipment is put into service by Bloomfield.

(iii) Contractor warrants that Contractor shall deliver, handle, store and install all materials, goods, supplies and equipment in accordance with manufacturers' instructions.

(b) Contractor shall repair and correct, at its sole cost and expense, any goods, services materials, equipment or Work which prove to be not in accordance with the requirements of the Contract Documents or otherwise defective with respect to material, workmanship or design, which become apparent within 12 month from the date upon which the Work, materials, goods and/or equipment herein specified is put into service by Bloomfield, and shall, at Contractor's sole cost and expense replace and install complete, any part or parts which may prove to be defective during the 12 month period, ordinary wear and tear excepted. All costs of any such repair or replacement, including material, equipment and labor, shall be for the account of the Contractor. Repair and replacement of defects, as mentioned above, shall be carried out in accordance with the following procedures:

(i) Immediately upon appearance of any defects in material, workmanship or design requiring correction, they are to be reported and confirmed in writing by Bloomfield to Contractor or Contractor's designated representative.

(ii) Contractor shall fulfill warranty requests expeditiously.

(iii) Any materials or items furnished by Contractor for the replacement of defective parts or materials are to be supplied and delivered by Contractor at Bloomfield's work site.

(c) These provisions are not intended to be limitations of, but are in addition to, the rights of Bloomfield as provided under applicable law. Nothing contained in this Section 18 shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents or at law. Establishment of the one-year period for correction of Work as described in Section 18 relates only to this specific obligation of the Contractor to correct the Work as specified therein, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work as set forth in this Section 18.

18. **PAYMENT:**

(a) Before any payments are made, if so requested by Bloomfield, Contractor shall submit to Bloomfield a fair and proper itemized schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Bloomfield may require. Such schedule when approved in writing by Bloomfield shall be used as a basis for reviewing and approving Contractor's periodic requests for payment.

(b) See EXHIBIT B

(c) Final payment shall be made 30 days after completion of the Work covered by this Contract and written acceptance thereof by Bloomfield provided Contractor has furnished evidence, if requested, that all claims for labor and materials have been fully and finally paid, full and complete waivers of lien have been obtained from Contractor and all of Contractor's subcontractors and suppliers, and provided further that Contractor has fully complied with all of the provisions of this Contract.

(d) No payment made under this Contract shall be construed to be an acceptance of defective or non-conforming Work or materials.

(e) Bloomfield agrees to pay Contractor for said Work the amounts as set forth on Exhibit D as the same may have been increased or decreased by virtue of any written change order issued pursuant to the terms and provisions of Section 6 of this Contract.

(f) To induce Bloomfield to make each progress payment and full and final payment to the Contractor of amounts due under this Contract including any sum or sums withheld pursuant to this Contract or applicable law (including without limitation Texas Property Code §53.001 et seq., as amended) to protect against lien claims, the Contractor hereby warrants and represents to Bloomfield that prior to any such payment, it will furnish to Bloomfield an affidavit, duly executed and sworn to by an authorized officer of Contractor stating that all bills for labor, goods, materials, supplies and equipment rented or furnished to date pursuant to this Contract or incurred to date in connection therewith have been paid in full; and that there are no unpaid bills for labor, goods, materials, supplies or equipment incurred to date in connection with this Contract which could give rise to a mechanic's and material men's lien claim against any property of Bloomfield; and that the Contractor agrees to indemnify and hold Bloomfield harmless from any and all such claims, including counsel fees and costs incurred by Bloomfield relative thereto. Such affidavit shall be accompanied by

appropriate lien waivers from all parties supplying labor, goods, materials, supplies or equipment.

(g) Contractor shall retain all records related to the efforts under this Contract and shall compile and retain summaries of all expenses incurred, according to standard accounting procedures. All such records and summaries shall be retained and be subject to audit by Bloomfield, both during the execution of the Work and after completion thereof. All payments under this Contract made to Contractor shall be subject to audit for a period of two (2) years following completion of the Work. Following an audit, any amounts determined by either party to have been inappropriately charged and paid to the other shall be promptly be reimbursed by the appropriate party. Bloomfield shall be notified prior to the destruction of such records and shall have the option to take possession of the same within sixty (60) days of receipt of such notice.

(h) Bloomfield may withhold payment or, on account of subsequently discovered evidence, nullify the whole or any part of any prior payment for any of the following reasons:

(i) Defective Work which has been identified by Bloomfield to Contractor and which after a reasonable time is neither remedied nor being promptly and properly remedied by Contractor.

(ii) Failure of Contractor to make payment properly due to subcontractors or material suppliers for material, labor, goods, supplies or equipment.

(iii) A reasonable doubt that the Contract can be completed for the balance then unpaid, unless this has been caused by Bloomfield's wrongful conduct or by the wrongful delay of Bloomfield or any of Bloomfield's employees, contractors or agents.

(iv) Failure of Contractor to maintain the construction schedule unless such failure is due to Bloomfield's wrongful conduct or to causes beyond the control of Contractor other than the mere payment of money.

(v) Bloomfield reserves the right to issue joint checks to Contractor and its suppliers or subcontractors, at any time or from time to time, at Bloomfield's sole election.

19. **TITLE TO MATERIALS:** Title to all materials, goods, supplies and equipment furnished by or on behalf of Contractor or otherwise which become or are to become a part of the finished Work shall be vested in Bloomfield free and clear of liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, goods, supplies and/or equipment relating to the Work as soon as such materials, goods, supplies and/or equipment is/are delivered to the work site. Contractor shall be responsible for all material, goods, supplies, equipment, and supplies relating to this Contract from the time of delivery to the work site until completion of the Work.

20. **PERFORMANCE BOND AND PAYMENT BOND:** Bloomfield shall have the right to require the Contractor to furnish bonds covering faithful performance of this Contract and payment of obligations arising hereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of this Contract and payment of obligations arising hereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of this Contract in a sum not less than the Contract amount and with sureties satisfactory to Bloomfield and meeting all statutory requirements. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

21. **ALTERNATIVE DISPUTE RESOLUTION:** The parties to this Agreement specifically agree that the transactions contemplated herein involve interstate commerce.

A. **MEDIATION OR ARBITRATION BETWEEN BLOOMFIELD AND CONTRACTOR** - Contractor agrees that any dispute between Bloomfield and Contractor (whether contract, warranty, tort, statutory, or otherwise) shall first be submitted to mediation and, if not settled during mediation, shall be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et. seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator shall have the right to award reasonable attorneys' fees and expenses, including those incurred in mediation and arbitration. The parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in the county where the subject property is located. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, then the mediation or arbitration, or both, shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures provided, however, if there is any conflict between this Agreement and such rules or procedures, the provisions of this Agreement shall control. If for any reason the AAA is unable or unwilling to conduct the mediation or the binding arbitration, or both, either party may petition a court of general jurisdiction in the subject county to appoint a mediator or arbitrator, or both.

B. **ARBITRATION** - In any arbitration proceeding involving the parties:

- a. All applicable Federal and State law shall apply;
- b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
- c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- d. The parties shall be entitled to conduct reasonable and necessary discovery;
- e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;

Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction

22. **ATTORNEY'S FEES:** Should Bloomfield employ attorney to enforce any of the provisions hereof, or to protect its interest in any manner arising under this Contract, or to collect damages for any breach of this Contract, or to prosecute or defend any suit resulting from this Contract, Contractor agrees to pay Bloomfield all reasonable costs, expenses, overhead expenses and attorney's fees expended or incurred.

23. **ENTIRE AGREEMENT:** This Contract and the other Contract Documents constitute the entire agreement between the parties hereto. There are no agreements, representations, or promises by and between the parties, except as contained herein and in the other Contract Documents, and any additions or changes hereto or thereto shall be in writing signed by Bloomfield and Contractor.

24. **VENUE AND APPLICABLE LAW:** Exclusive venue will be in Tarrant County, Texas. This Contract shall be construed under and in accordance with the laws of the State of Texas.

25. **PARTIAL INVALIDITY:** If any term, provision, condition or covenant of this Contract or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by applicable law, and said invalid and unenforceable term, provision, condition or covenant shall be substituted by a term, provision, condition or covenant as near in substance as may be valid and enforceable.

26. **DESIGNS AND DRAWINGS:** Copies of all design criteria, including calculations which are not proprietary to Contractor, shall be furnished to Bloomfield upon the completion of the Work and will become the property of Bloomfield.

27. **ASSIGNMENT:** Contractor's rights and obligations under this Contract may not be assigned by Contractor without the prior written consent of Bloomfield. Bloomfield may assign its rights and obligations in whole or in part without the consent of Contractor.

28. **WAIVER:** No claim or right arising out of a breach by Contractor of any or all of the terms and conditions of this Contract can be discharged in whole or in part by a waiver, renunciation, or failure to enforce any such claim or right unless Bloomfield expressly consents thereto in a separate writing.

29. **DIRECTION OF NOTICE:** Any notice to be given herein by either party to the other shall be in writing and may, unless otherwise provided herein, be affected by personal delivery in writing or by depositing the same in the United States mail, postage prepaid, registered or certified, with return receipt requested. Notice deposited in the mail in the manner hereinabove described shall be effective upon deposit. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

Bloomfield Homes, L.P.
1050 E. Hwy 114
Suite 210
Southlake, Texas 76092

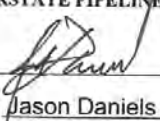
To the Contractor:
Interstate Pipeline Utility Construction, LLC
P.O. Box 152957
Dallas, Texas 75315

Each party may change its address for notice by giving notice of such change in accordance with the provisions of this Section but no such change of address shall be effective unless and until actually received.

30. **DISCOUNTS, REBATES AND REFUNDS:** Cash discounts obtained on payments made by Contractor shall accrue to Bloomfield and shall be credited against any payment otherwise due to Contractor under this Contract. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Bloomfield, and Contractor shall make provisions so that they can be obtained.

CONTRACTOR:

INTERSTATE PIPELINE UTILITY CONSTRUCTION, LLC

By: 

Name: Jason Daniels

Title: President

Date: 08/06/2024

BLOOMFIELD:

BLOOMFIELD HOMES, L.P.

By: 
Clint Vincent (Aug 6, 2014 15:22 CDT)

Name: Clint Vincent

Title: VP of Land

Date: 08/06/2024

EXHIBIT A

PLANS, DRAWINGS AND SPECIFICATIONS

This section incorporates the plans prepared by the Engineer and approved by the City referenced in Section 2 of this Contract, from which Contractor bid the Work and provided the Proposal attached as Exhibit D.

EXHIBIT B

PAYMENT SCHEDULE

Payment of contract is to be based on unit price for measured quantities constructed as outlined in the following proposal from the Contractor and herein accepted in this contract by Bloomfield. The Maintenance Bond, if any, will not be processed for payment until it has been presented to the City during the acceptance period of the project. Monthly draws for 90% of the work completed through the last Saturday of a month are due via email in the office of the Development Manager and Owner by the 3rd working day of the following month and shall be paid by the Monday after the 15th of such following month. No hourly or extra work will be accepted unless written permission from the Owner is obtained prior to commencement of said work.

EXHIBIT C

WORK SCHEDULE

Estimated time for substantial completion of this project is one hundred fifty (50) working days through completion and acceptance by the City, if applicable, and Bloomfield of Work completed per the terms herein.

Interstate Pipeline Utility Construction
P.O. Box 152957
Dallas, TX 75315
P/F: (214) 296-9744

Exhibit D

Date: 8/5/2024

To: Bloomfield Homes, L.P.
1050 East Highway 114, Suite 210
Southlake, Texas 76092

Project: Bear Creek Phase 5

Location: Lavon, Texas

Interstate Pipeline is pleased to provide a quote for the above referenced project. Please review the following bid items and associated costs. This quote is based on plans provided by: LJA Engineering, Inc.

BID ITEM	ITEM DESCRIPTION	QTY	UoM	UNIT PRICE	EXTENDED PRICE
1	8" P.V.C. WATERLINE	2945	LF	\$50.25	\$147,986.25
2	12" P.V.C. WATERLINE	1162	LF	\$78.15	\$90,810.30
3	CONNECT TO EXISTING 8" WATERLINE	2	EA	\$1,400.00	\$2,800.00
4	CONNECT TO EXISTING 12" WATERLINE	3	EA	\$2,000.00	\$6,000.00
5	8" GATE VALVE & BOX	9	EA	\$2,330.00	\$20,970.00
6	12" GATE VALVE & BOX	3	EA	\$3,960.00	\$11,880.00
7	DUCTILE IRON FITTINGS FOR WATER MAINS	0.29	TON	\$29,785.00	\$8,637.65
8	1" SINGLE WATER SERVICE	146	EA	\$914.00	\$133,444.00
9	FIRE HYDRANT ASSEMBLY	9	EA	\$7,820.00	\$70,380.00
10	TRENCH SAFETY	4107	LF	\$0.25	\$1,026.75
11	TESTING (EXCLUDING GEOTECH)	4107	LF	\$4.75	\$19,508.25
12	1" IRRIGATION SERVICE	1	EA	\$1,030.00	\$1,030.00
13	METER BOX FOR 1" SINGLE WATER SERVICE	147	EA	\$145.00	\$21,315.00
14	BCSUD BONDS - WATER (2 YR, 100% MAINTEN	1	LS	\$0.00	\$0.00
				SUB-TOTAL	\$535,788.20
21	CONNECT TO EXISTING 8" SEWER MAIN	4	EA	\$1,030.00	\$4,120.00
22	8" SDR-26 P.V.C. PIPE (ASTM D3034)	4420	LF	\$62.75	\$277,355.00
23	4' DIAMETER DROP MANHOLE	1	EA	\$8,860.00	\$8,860.00
24	4' DIAMETER MANHOLE	11	EA	\$6,080.00	\$66,880.00
25	SAWCUT, REMOVE, & REPLACE EXISTING ASF	18	SY	\$261.00	\$4,698.00
26	CLEANOUT	2	EA	\$1,230.00	\$2,460.00
27	4" SERVICE LINES (SDR-26)	146	EA	\$1,390.00	\$202,940.00
28	MANHOLE VACUUM TESTING	12	EA	\$359.00	\$4,308.00
29	INTERNAL CORROSION PROTECTION (CONSH	105.3	VF	\$20.00	\$2,106.00
30	TRENCH SAFETY	4420	LF	\$2.50	\$11,050.00
31	TESTING (EXCLUDING GEOTECH)	4420	LF	\$6.25	\$27,625.00
32	CITY BONDS - SEWER (2 YR, 100% MAINTENAI	1	LS	\$500.00	\$500.00
				SUB-TOTAL	\$612,902.00
41	REMOVE PLUG AND CONNECT TO EXISTING S	6	EA	\$1,280.00	\$7,680.00
42	18" RCP, INCL. WYES, BENDS, ETC.	48	LF	\$59.00	\$2,832.00
43	21" RCP, INCL. WYES, BENDS, ETC.	62	LF	\$87.00	\$4,154.00
44	24" RCP, INCL. WYES, BENDS, ETC.	1513	LF	\$80.00	\$121,040.00
45	30" RCP, INCL. WYES, BENDS, ETC.	130	LF	\$110.00	\$14,300.00
46	4' STORM SEWER MANHOLE	2	EA	\$4,200.00	\$8,400.00
47	4' X 4' WYE INLET	1	EA	\$7,725.00	\$7,725.00
48	10' STANDARD INLET	8	EA	\$7,115.00	\$56,920.00
49	CONVERT 4' X 4' WYE INLET INTO 4' MANHOLE	3	EA	\$4,940.00	\$14,820.00
50	TRENCH SAFETY	1753	LF	\$0.25	\$438.25
51	24" TYPE II (PSET-SC) HEADWALL WITH SET	1	EA	\$2,830.00	\$2,830.00
52	CITY BONDS - STORM (2 YR, 100% MAINTENAI	1	LS	\$500.00	\$500.00
				SUB-TOTAL	\$241,639.25
				TOTAL	\$1,390,329.45

We have allowed 50 working days for this project.

PROVISIONS:

Exhibit D

1. Erosion control for stage one inlet protection (inlet bottoms only) is included and all other erosion control and maintenance by others.
2. All underground utility conflicts to be relocated by others.
3. Proposal based on utility work being installed prior to any new gas, electric, cable or other utilities.
4. Proposal based on dirt contractor cutting the parkway to final grade from ROW to ROW, giving us a place to lose the majority of the utility spoils.
5. Exclusions:
 - a. Tree Protection and Clearing
 - b. Landscaping and Sprinklers
 - c. Traffic Control
 - d. Seeding, Sodding and Hydromulching
 - e. Density and Soils Testing
 - f. Inspection Fees and Permits
 - g. Construction Staking, Layout and Surveying
 - h. Additional Mobilization
 - i. Lab Cost and Water Meters
 - j. Payment & Performance Bonds
 - k. Sidewalk and Driveway Removal and Replacement
 - l. **Grade to Drain**
6. Roadway sub-grade must be +/- 0.20 of a foot prior to construction and will be returned to like condition upon completion.
7. Balance of the utility spoils will be stored on adjacent lots next to the ditch. Any transport of surplus excavation will be by others.
8. Wherever Necessary, Utility Work To Be Done Under General Contractor's Plumbing or Fire Sprinkler License.
9. Paving contractor to install and wipe manhole grade adjustment rings.
10. **Due to current market conditions, we will need to take delivery of all available material at start of job. A material on hand invoice will be submitted at that time and payment will be due in 30 days.**
11. Due to events beyond our control, any material that can not be taken early is subject to a possible material price escalation. If one of our vendor's requires this, a change order will be required.

Signed: _____

Name: Jason J. Daniels
Title: President

BC 5 - Utilities Contract 24-08.06 Interstate Signed

Final Audit Report

2024-08-06

Created:	2024-08-06
By:	Vanessa Valdes (vanessa@bloomfieldhomes.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQdOb5kZCTA3RcRZ3krmTTypdE8STDIXI

"BC 5 - Utilities Contract 24-08.06 Interstate Signed" History

-  Document created by Vanessa Valdes (vanessa@bloomfieldhomes.net)
2024-08-06 - 8:14:25 PM GMT
-  Document emailed to Clint Vincent (clint@bloomfieldhomes.net) for signature
2024-08-06 - 8:14:32 PM GMT
-  Email viewed by Clint Vincent (clint@bloomfieldhomes.net)
2024-08-06 - 8:22:22 PM GMT
-  Document e-signed by Clint Vincent (clint@bloomfieldhomes.net)
Signature Date: 2024-08-06 - 8:22:38 PM GMT - Time Source: server
-  Agreement completed.
2024-08-06 - 8:22:38 PM GMT



6060 N Central Expressway, Suite 400, Dallas, Texas 75206
t 469.621.0710 LJA.com TBPE F-1386

May 12, 2021

PROPOSAL

Clint Vincent
Bloomfield Homes, LP
1050 East Highway 114, Suite 210
Southlake, Texas 76092

Re: Bear Creek, Phase 5 & Phase 6 (Svenson Tract)
City of Lavon, Collin County, Texas
LJA Job No. NT080-0022B
LJA Proposal No. 21-2351

Dear Mr. Vincent:

LJA Engineering, Inc. is pleased to submit this proposal for the following services in accordance with the Professional Services Agreement between LJA Engineering, Inc. and Bloomfield Homes, LP dated January 8, 2019.

PROJECT DESCRIPTION

Scope and fee herein anticipate the preparation of one Final Plat, one Public Infrastructure plan set, and construction staking/administration for Bear Creek Phase 5 as shown on Exhibit A. This scope and fee also includes a Preliminary Plat and Mass Grading Analysis for the Phase 6 (Svenson Tract), as shown on Exhibit B.

Bear Creek, Phase 5 – 155 Single-Family Residential Lots

- 116 Lots (40' x 70' typical pad)
- 18 Lots (45' x 70' typical pad)
- 12 Lots (50' x 70' typical pad)
- 9 Lots (55' x 70' typical pad)

Master Infrastructure (President's Boulevard)

- Paving Design
 - o 315 LF Collector Road
- Utility Design
 - o 315 LF 12" Water Line Main
 - o 315 LF 8" Sanitary Sewer Line

Bear Creek, Phase 6 (Svenson Tract) – 147 Single-Family Residential Lots

NT080-0022B/21-2351

SCOPE OF SERVICES

PRELIMINARY SERVICES

139. PIPELINE LOCATION / SUE COORDINATION

Coordinate with the pipeline companies and prepare exhibits depicting the approximate location of municipal utilities, drainage, and/or oil/gas pipelines anticipated on site. In conjunction with Client and pipeline companies, provide exhibits and field survey for the "pot hole" shots on covered lines (does not include uncovering pipes).

154. TRAFFIC TECHNICAL MEMO

Based on information from previous TIAs for adjacent developments, perform a traffic overview study. This task will include review of existing data and existing development plans, proposed development plans, generation and distribution of trips for the proposed development on the following roadways at buildout of development:

- Presidents Boulevard
- County Road 483
- County Road 484
- FM 2755

Perform a qualitative review of traffic data and prepare a technical memorandum summarizing the review. Process the memo through the City for approval.

155. TRAFFIC IMPACT ANALYSIS / MEMO

In accordance with City of Lavon requirements, perform a Traffic Impact Analysis/Study to identify potential adverse impacts on traffic flow patterns and circulation around the development. This task will include the collection of necessary traffic data, preparation of trip generation/distribution exhibits, analysis of three (3) study intersection for the required time periods and study years, the review of additional acceleration and/or decelerations and turn lanes, and site visit(s) to verify data. A report will be generated and processed through the jurisdiction having authority. One round of comments will be incorporated and representation at two (2) meetings is included.

170. ZONING

Prepare a zoning application in accordance with the City's Zoning Ordinance, to include Zoning Legals for the tract(s). This task includes representation at the Planning and Zoning / DRC Meeting and City Council Meetings.

190. PRELIMINARY PLAT

Based on the approved Land Plan provided by the Client, prepare a Preliminary Plat in accordance with the City's regulations. This task will also include representation at the Planning and Zoning (P&Z) and City Council Meetings.

HT080-Q0228/21-2351

DESIGN SERVICES

425. CONSTRUCTION PLANS

Prepare plans for the construction of erosion control, grading, water distribution, sanitary sewer, storm drainage, paving, street signs, and street lights. Upon completion of the plans, process the plans through the City for approval.

Should items outside this Scope of Services including special studies or non-standard structures be required, an additional services request will be submitted.

427. MASS GRADING ANALYSIS

Prepare a Mass Grading Analysis for Bear Creek 6 (Svenson Tract) (approximately 147 lots). This analysis will include balancing the overall site with the export from Phase 5 stockpiles. The deliverable will be grading plans and a heat map, and includes 1 round of client review.

470. DESIGN COORDINATION

Attend meetings and coordinate with franchise utility providers, environmental consultant, geotechnical engineer, landscape architects, homebuilders and others, including sharing of files and coordination meetings, as requested by Client.

CONSTRUCTION PHASE SERVICES

500. BIDDING SERVICES

Obtain one set of quantities for bidding purposes and assemble construction bid documents for grading, utilities, and paving. These packages will include a bid schedule and specifications.

Coordinate with Client on approved bidders list. Distribute plans and bid documents to select contractors. Receive, review, summarize bids and provide to client.

545. CONSTRUCTION ADMINISTRATION

Attend Pre-Construction Conference with the successful Contractors, City, and the Client to discuss the project in detail.

Make periodic visits to the site to observe the progress of construction activity and to determine, in general, if the work is proceeding in accordance with the information given and the design concept expressed in the Contract Documents. This review should not be in lieu of work performed by City Inspectors but will be more general in nature. LJA has no responsibilities for project's safety, construction means and methods or construction quality, cost or schedule.

Calculate inspection fees based on final contract amount.

Coordinate with contractor and owner regarding plan interpretation and attend meetings and site visits as required.

NTDR0-00228/21-2351

Consult with and advise the Client, issue instructions to the Contractors on behalf of and as requested by the Client.

Prepare / Review Contractor change orders as required.

Accompany Client and the City Staff on their final inspection of the project for compliance with the Contract Documents.

Revise contract drawings, based on information provided by the contractor, to show the work as actually constructed; furnish a set of prints of these revised drawings to agencies as required. These are not certified as as-built plans but will be record drawings as signed by contractor. Furnish a set of these Record Drawings to the Client.

Assist the Client in obtaining final acceptance of the project by the City, utility providers, as required.

Provide construction documentation as required by other agencies, including the applicable city, county, and drainage district, having jurisdictional authority.

Provide Builder Packages to Client, that typically include hard copies, PDFs, and CAD files of:

- Final Plats
- Record Drawings
- Address Plats
- Franchise Utility Layouts
- Disclosure / Pad Maps

SURVEYING SERVICES

610. TOPOGRAPHIC (DESIGN) SURVEY

Perform a field topographic survey for Phase 5 and Phase 6 (Svenson Tract) in compliance with the standards and specifications of a Category 6, Topographic Survey as defined in the current Manual of Practice for Land Surveying in the State of Texas, published by the Texas Society of Professional Surveyors. The survey shall consist of elevations taken every 100' along street right-of-way; field shots including tops/toes of slopes, and a 100' x 100' grid to complete the topography. Existing perimeter streets, existing on-site structures, visible utility appurtenances, etc. will also be located.

Unless otherwise specified, the survey will be established using physical monumentation to identify the horizontal and physical control for the project area. The vertical control will be adjusted to North American Vertical Datum (NAVD) 88 for orthometric heights and GEOID 12A for geoidal separations with references to published benchmark information (if available).

619. LOT CALCULATIONS

Verify existing lot and right-of-way calculations for all lots and roadways within Phase 5 according to City Zoning requirements and Client product criteria.

Prepare lot and right-of-way calculations for all lots and roadways within Phase 6 (Svenson Tract) according to City Zoning requirements and Client product criteria. This task also includes an exhibit showing lot dimensions, minimum setbacks, and pad sizes.

JVT080-0022B/21-2351

620. FINAL PLAT

Based on the approved Preliminary Plat, prepare a Final Plat in accordance with the City's regulations and process for record filing. This task will also include representation at the City Council Meeting.

625. FINAL LOT CORNER STAKING

Upon completion of construction, provide one set of iron rods at lot corners and place permanent control marks at all street centerline points of curvatures and points of tangency, as required by State of Texas Survey regulations.

630. CLEARING / PERIMETER EROSION CONTROL STAKES

Provide one set of stakes to delineate the limits of clearing. Provide one set of stakes for perimeter erosion control. Stakes will be set at 100' intervals.

640. ROUGH GRADE STAKES / VERIFICATIONS

Provide one set of grade stakes set on 100' centers on both sides of the rights-of-way to indicate alignment and grade, except curves, where 50' centers will be staked.

Provide one set of rough lot grading stakes. These stakes shall be set at the front and rear of the pads on the lot lines to indicate grade and alignment. Rear lot corners will also be staked.

Upon the Contractor's completion of the Rough Grading operations, the completion of the anticipated soil conditioning, and upon Client's written request, verify one time the Contractor's compliance to grade tolerances set forth in the contract documents pursuant to the following procedures:

1. Verify the street grades at the back of curb and center line of the road.
2. Verify grades at the center of each pad.
3. Provide documentation to the Client summarizing the status of each grade verified.
4. At Client's discretion and upon Client's written request, verify and repeat steps 1. and 2., until all grades are deemed by Client to be acceptable. Each iteration of this step, including the first, shall be considered an additional service and may warrant additional fee. Such services will be billed at hourly rates or negotiated to a lump sum fee prior to the performance of any such services. Invoices will clearly identify the charges for additional verification for Client's benefit to aid in possible back-charges to contractors.

645. FINAL LOT GRADE STAKES / VERIFICATIONS

Upon completion of paving, provide one set of final lot grading stakes. These stakes shall be set at the front and rear of the pads on the lot lines to indicate grade and alignment. Rear lot corners will also be staked.

Upon the completion of the Final Lot Grading and Client's written request, verify one time the Contractor's compliance to grade tolerances set forth in the contract documents pursuant to the following procedures:

NT080-00228/21-2351

1. Verify grades with one shot at the center of the pad, one shot at each pad corner, and one shot at each rear corner.
2. Provide a letter to the Client summarizing the status of each grade verified.
3. At Client's discretion and upon Client's written request, verify and repeat steps 1. and 2., until all grades are deemed by Client to be acceptable. Each iteration of this step, including the first, shall be considered an additional service and an additional fee. Such services will be billed at hourly rates or negotiated to a lump sum fee prior to the performance of any such services. Invoices will clearly identify the charges for additional verification for Client's benefit to aid in possible back-charges to contractors.

650. SANITARY SEWER STAKES

Provide one complete set of alignment and grade stakes on 100' centers on tangents, 50' centers on curves, and center of all manholes. Front lot corners OR actual service locations will be staked one time for the installation of sanitary sewer services.

655. WATER MAIN STAKES

Provide one complete set of stakes for all mains on 100' centers on tangents and 50' centers on curves. Fire hydrants shall be staked for line and grade. Front lot corners OR actual service locations will be staked one time for the installation of water services.

657. STORM SEWER STAKES

Provide one complete set of alignment and grade stakes on 100' centers on tangents and 50' centers on curves for all lines. In addition, all structures, except inlets, shall be staked for centerline location and grade. Inlets shall be staked with two stakes on each side of the inlet at a 15' o.s. from the back of the curb for alignment and grade and shall be staked at the same time the trunk storm sewer line is staked.

660. STREET PAVING STAKES

Provide one complete set of alignment and grade stakes on 100' centers. All vertical and horizontal curves shall be clearly staked at 50' intervals.

665. FRANCHISE UTILITY STAKES

Provide stakes for conduit crossings prior to paving operations. Upon completion of paving, stake all front lot corners and paint curbs for installation of franchise utility lines.

669. STREET LIGHT STAKES

Provide one set of street light stakes to identify the location of the center of the light base as shown on the approved construction plan sheet. Actual light location is subject to approval by the City Inspector.

NT080-00220/21-2351

690. SCREENING / LANDSCAPE STAKES

Provide stakes of the right-of-way and property lines to be used as control for construction of screening walls, trails, and other landscaping, as requested.

695. RETAINING WALL STAKES

Provide offset stakes of the top and bottom elevations of the proposed retaining walls, as requested.

699. PRESIDENT'S BOULEVARD STAKING

Provide all necessary staking for Presidents Boulevard, including Final Lot Corner staking, Rough Grade Stakes & Verifications, Sanitary Sewer Stakes, Water Main Stakes, Storm Sewer Stakes, and Street Paving Stakes. If any additional staking is requested, it will be performed as additional services.

SPECIAL SERVICES

800. DEVELOPMENT SERVICES

Provide miscellaneous services as requested by the Client throughout the development process. Tasks may include, but are not limited to, the preparation of the following:

- Miscellaneous Exhibits
- Marketing Materials
- Cost Estimates
- Design and Construction Schedules
- Address Coordination

820. EASEMENT LEGAL DESCRIPTIONS AND EXHIBITS

Prepare a metes and bounds legal description and graphic exhibit for the purpose of describing the location of an easement specified by the Client. Each legal description will be prepared based on a field survey of the subject tract or tracts of land affected by the easement. The easement description will meet the current Texas Board of Professional Land Surveying Standards and Procedures of Practice. The descriptions and exhibits will be provided to the Client or Client's agent to be included as part of the easement documents (prepared by others). A total of 2 separate instruments are anticipated.

860. BCSUD (BEAR CREEK SPECIAL UTILITY DISTRICT) UTILITY PERMIT

Coordinate plans for the construction of Phase 5 water distribution and the Phase 6 (Svenson Tract) Preliminary Plat. Upon completion of the plans, process the plans through BCSUD for approval. Should items outside of this scope of services including special studies, modeling, or water service application permitting be required, additional services will be required.

NT000-00228/21-2351

GENERAL CONDITIONS

This Scope is based on the following General Conditions:

- All negotiations and coordination with adjoining property owners will be by Client.
- All entitlements and accompanying engineering documents/studies have been approved.
- Contract documents will be prepared by others.
- Franchise utility coordination will be by others.
- Site will be developed in accordance with City of Lavon subdivision ordinance and the approved Land Plan.
- Pavement section design will be the responsibility of the Client and is not included in this Scope. City standards will be used unless otherwise directed by Client.
- Site will be mowed by Client prior to design surveys or verifications. Contractor shall be responsible for protecting stakes.

COMPENSATION SCHEDULE

(04) BEAR CREEK, PHASE 4

PRELIMINARY SERVICES

154	Traffic Technical Memo	Lump Sum	\$7,500
TOTAL			\$7,500

(05) BEAR CREEK, PHASE 5

DESIGN SERVICES

425	Construction Plans	Lump Sum	\$155,000
470	Design Coordination	Hourly	\$8,300

CONSTRUCTION PHASE SERVICES

500	Bidding Services	Lump Sum	\$7,900
545	Construction Administration	Hourly	\$9,700

SURVEYING SERVICES

610	Topographic (Design) Survey	Lump Sum	\$8,000
619	Lot Calculations	Lump Sum	\$3,000
620	Final Plat*	Lump Sum	\$17,000
625	Final Lot Corner Staking*	Lump Sum	\$9,800
630	Clearing / Erosion Control Stakes	Lump Sum	\$3,100
640	Rough Grade Stakes / Verifications	Lump Sum	\$16,000
645	Final Lot Grading Stakes / Verifications	Lump Sum	\$12,900
650	Sanitary Sewer Stakes	Lump Sum	\$8,200
655	Water Main Stakes	Lump Sum	\$6,700

NT080-00229/21-2351

657	Storm Sewer Stakes	Lump Sum	\$8,200
660	Street Paving Stakes	Lump Sum	\$12,300
665	Franchise Utility Stakes	Lump Sum	\$6,700
669	Street Light Stakes	Lump Sum	\$3,000
690	Screening Wall Stakes	Hourly	\$4,600
695	Retaining Wall Stakes	Hourly	\$5,600
SPECIAL SERVICES			
800	Development Services	Hourly	\$8,000
820	Easement Legal Descriptions and Exhibits	2 @ \$1,750/Each	\$3,500
860	BCSUD Utility Permit	Lump Sum	\$13,500
TOTAL			\$331,000

* Sales Tax will be added to these Survey Services

(05MI) BEAR CREEK, PHASE 5 MASTER INFRASTRUCTURE

DESIGN SERVICES			
425	Construction Plans	Lump Sum	\$20,500
SURVEYING SERVICES			
699	President's Blvd Staking	Lump Sum	\$9,300
TOTAL			\$29,800

* Sales Tax will be added to these Survey Services

(06P) BEAR CREEK, PHASE 6 (SVENSON TRACT)

PRELIMINARY SERVICES			
139	SUE Coordination	Hourly	\$8,500
155	Traffic Impact Analysis	Lump Sum	\$11,000
170	Zoning	Hourly	\$7,500
190	Preliminary Plat	Lump Sum	\$10,000
DESIGN SERVICES			
427	Mass Grading Analysis	Lump Sum	\$29,500
SURVEYING SERVICES			
610	Topographic (Design) Survey	Lump Sum	\$11,000
619	Lot Calculations	Lump Sum	\$6,000

NT080-00228/21-2351

SPECIAL SERVICES

860	BCSUD Utility Permit	Lump Sum	\$8,000
TOTAL			\$91,500

(05H-RE) BEAR CREEK, PHASE 5 – REIMBURSABLE EXPENSES

Z99	Reimbursable Expenses	As Requested	
GRAND TOTAL			\$459,800

* Sales Tax will be added to these Survey Services

ADDITIONAL SERVICES

Compensation for any other Additional Services not listed herein will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule below or on a lump sum basis agreed upon at the time the work is authorized.

BILLING RATES

LABOR CATEGORY	LOWEST	HIGHEST
Department Head (VP, Dept. Manager)	\$200	\$290
Sr. Project Manager	\$175	\$250
Project Manager	\$130	\$200
Engineer (Grad. Eng., EIT, APM, Proj. Coord.)	\$85	\$180
Sr. Planner	\$100	\$225
Planner	\$65	\$165
Sr. Landscape Architect	\$100	\$225
Landscape Architect	\$70	\$165
Designer	\$90	\$165
Resident Project Representative	\$85	\$160
Construction Engineer	\$85	\$145
Construction Manager	\$85	\$145
Sr. Construction Manager	\$105	\$160
GIS Developer	\$105	\$200
GIS Analyst	\$75	\$140
Survey Technician	\$75	\$125
Project Surveyor	\$120	\$200
Environmental Scientist	\$55	\$140
CADD Operator (CADD Technician)	\$70	\$100
Clerical (Admin. Assistant)	\$55	\$110
Intern	\$35	\$65

NYT080-00228/21-2351

SALES TAX FOR SURVEYING SERVICES

In accordance with *Rule 3.356 – Real Property Services* governed by the Texas Comptroller of Public Accounts, sales tax will be applied on services used to determine or confirm property boundaries, such as boundary recovery, lot surveying/pins, title surveying, right-of-way surveying, and final platting.

REIMBURSABLE EXPENSES

In performance of the Scope of Services attached to the Project specific Proposal, the following types of expenses are not contemplated in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, out-of-town travel expenses, employee travel and mileage, and other non-labor charges directly related to the Project will be billed at cost plus ten percent.
2. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed at cost plus ten percent.
3. Subcontracted services and other services by outside consultants will be billed at cost plus ten percent.
4. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.
5. Sales tax as required by state law for surveying services will be billed at cost.

If this proposal meets with your approval, please execute proposal and return a copy to us. Your signature below be sufficient authorization to commence the stated work.

We appreciate this opportunity to submit this proposal and look forward to working with you on this project. If you have questions, please call me at 214.451.0866.

Sincerely,

BLOOMFIELD HOMES, LP


Jamie Marcoux, PE
Project Manager

By: 

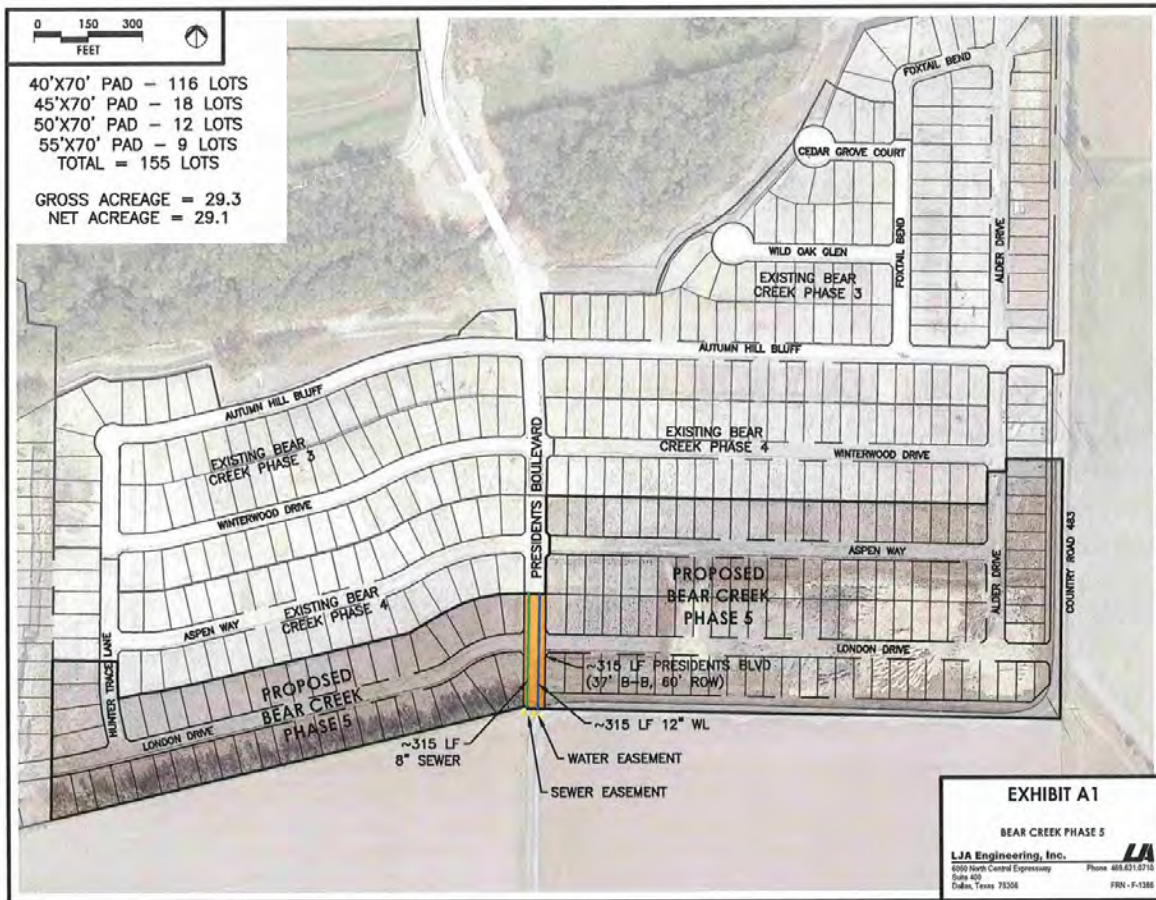
Name: _____

Date: 2-2-21


Kevin Kessler, PE
Vice President

JM/rr

NT080-00228/21-2351



APPENDIX B – BUYER DISCLOSURES

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

Zone 1

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5

Zone 2

- Lot Type 6
- Lot Type 7

Zone 3

- Lot Type 8

Zone 4

- Lot Type 9
- Lot Type 10

Zone 4 Phase 5

- Lot Type 11

[Remainder of page left intentionally blank.]

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 1 LOT
TYPE 1 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$5,013.49

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 1 LOT TYPE 1

Zone 1 Refunding Bonds					
Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]	
2027	\$ 396.88	\$ 157.15	\$ 36.00	\$	590.02
2028	\$ 408.55	\$ 145.24	\$ 36.72	\$	590.50
2029	\$ 420.22	\$ 132.98	\$ 37.45	\$	590.66
2030	\$ 426.06	\$ 120.38	\$ 38.20	\$	584.63
2031	\$ 443.57	\$ 107.59	\$ 38.96	\$	590.13
2032	\$ 455.24	\$ 94.29	\$ 39.74	\$	589.27
2033	\$ 466.91	\$ 80.63	\$ 40.54	\$	588.08
2034	\$ 478.59	\$ 66.62	\$ 41.35	\$	586.56
2035	\$ 490.26	\$ 52.27	\$ 42.17	\$	584.70
2036	\$ 507.77	\$ 37.56	\$ 43.02	\$	588.34
2037	\$ 519.44	\$ 22.32	\$ 43.88	\$	585.64
Total	\$ 5,013.49	\$ 1,017.03	\$ 438.02	\$	6,468.54

Footnotes:

[a] Interest rate is calculated at a 3.00% rate for bonds maturing in 2036 and 2.50% for bonds maturing in 2037.
 [b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 1 LOT
TYPE 2 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$6,016.19

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 1 LOT TYPE 2

Zone 1 Refunding Bonds

Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 476.25	\$ 188.58	\$ -	\$ 43.19	\$ 708.02
2028	\$ 490.26	\$ 174.29	\$ -	\$ 44.06	\$ 708.61
2029	\$ 504.27	\$ 159.58	\$ -	\$ 44.94	\$ 708.79
2030	\$ 511.27	\$ 144.45	\$ -	\$ 45.84	\$ 701.56
2031	\$ 532.28	\$ 129.11	\$ -	\$ 46.76	\$ 708.15
2032	\$ 546.29	\$ 113.15	\$ -	\$ 47.69	\$ 707.13
2033	\$ 560.30	\$ 96.76	\$ -	\$ 48.64	\$ 705.70
2034	\$ 574.30	\$ 79.95	\$ -	\$ 49.62	\$ 703.87
2035	\$ 588.31	\$ 62.72	\$ -	\$ 50.61	\$ 701.64
2036	\$ 609.32	\$ 45.07	\$ -	\$ 51.62	\$ 706.01
2037	\$ 623.33	\$ 26.79	\$ -	\$ 52.65	\$ 702.77
Total	\$ 6,016.19	\$ 1,220.43	\$ -	\$ 525.63	\$ 7,762.25

Footnotes:

[a] Interest rate is calculated at a 3.00% rate for bonds maturing in 2036 and 2.50% for bonds maturing in 2037.

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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 1 LOT
TYPE 3 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$5,603.32

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 1 LOT TYPE 3

Zone 1 Refunding Bonds					
Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]	
2027	\$ 350.78	\$ 138.89	\$ 31.81	\$	521.48
2028	\$ 361.09	\$ 128.37	\$ 32.45	\$	521.91
2029	\$ 371.41	\$ 117.54	\$ 33.10	\$	522.05
2030	\$ 376.57	\$ 106.39	\$ 33.76	\$	516.73
2031	\$ 392.05	\$ 95.10	\$ 34.44	\$	521.58
2032	\$ 402.36	\$ 83.34	\$ 35.13	\$	520.82
2033	\$ 412.68	\$ 71.26	\$ 35.83	\$	519.77
2034	\$ 423.00	\$ 58.88	\$ 36.54	\$	518.43
2035	\$ 433.31	\$ 46.19	\$ 37.28	\$	516.78
2036	\$ 448.79	\$ 33.19	\$ 38.02	\$	520.01
2037	\$ 459.11	\$ 19.73	\$ 38.78	\$	517.62
2038	\$ 586.08	\$ 29.30	\$ 140.04	\$	755.42
2039	\$ 586.08	\$ 14.65	\$ 142.84	\$	743.57
Total	\$ 5,603.32	\$ 942.85	\$ 670.02	\$	7,216.18

Footnotes:

[a] Interest rate is calculated at a 3.00% rate for bonds maturing in 2036 and 2.50% for bonds maturing in 2039.

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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 1 LOT
TYPE 4 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 1 LOT TYPE 4 PRINCIPAL ASSESSMENT: \$6,723.91

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 1 LOT TYPE 4

Zone 1 Refunding Bonds					
Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]	
2027	\$ 420.93	\$ 166.67	\$ 38.18	\$	625.78
2028	\$ 433.31	\$ 154.04	\$ 38.94	\$	626.29
2029	\$ 445.69	\$ 141.04	\$ 39.72	\$	626.45
2030	\$ 451.88	\$ 127.67	\$ 40.51	\$	620.07
2031	\$ 470.45	\$ 114.12	\$ 41.32	\$	625.89
2032	\$ 482.83	\$ 100.00	\$ 42.15	\$	624.98
2033	\$ 495.21	\$ 85.52	\$ 42.99	\$	623.72
2034	\$ 507.59	\$ 70.66	\$ 43.85	\$	622.10
2035	\$ 519.97	\$ 55.43	\$ 44.73	\$	620.13
2036	\$ 538.54	\$ 39.83	\$ 45.63	\$	624.00
2037	\$ 550.92	\$ 23.68	\$ 46.54	\$	621.14
2038	\$ 703.29	\$ 35.16	\$ 168.04	\$	906.50
2039	\$ 703.29	\$ 17.58	\$ 171.40	\$	892.28
Total	\$ 6,723.91	\$ 1,131.41	\$ 804.01	\$	8,659.33

Footnotes:

[a] Interest rate is calculated at a 3.00% rate for bonds maturing in 2036 and 2.50% for bonds maturing in 2039.

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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 1 LOT
TYPE 5 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 1 LOT TYPE 5 PRINCIPAL ASSESSMENT: \$3,361.98

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 1 LOT TYPE 5

Zone 1 Refunding Bonds					
Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]	
2027	\$ 210.47	\$ 83.34	\$ 19.09	\$ 312.89	
2028	\$ 216.66	\$ 77.02	\$ 19.47	\$ 313.15	
2029	\$ 222.85	\$ 70.52	\$ 19.86	\$ 313.23	
2030	\$ 225.94	\$ 63.84	\$ 20.26	\$ 310.03	
2031	\$ 235.23	\$ 57.06	\$ 20.66	\$ 312.95	
2032	\$ 241.42	\$ 50.00	\$ 21.08	\$ 312.49	
2033	\$ 247.61	\$ 42.76	\$ 21.50	\$ 311.86	
2034	\$ 253.80	\$ 35.33	\$ 21.93	\$ 311.05	
2035	\$ 259.99	\$ 27.72	\$ 22.37	\$ 310.07	
2036	\$ 269.27	\$ 19.92	\$ 22.81	\$ 312.00	
2037	\$ 275.46	\$ 11.84	\$ 23.27	\$ 310.57	
2038	\$ 351.65	\$ 17.58	\$ 84.02	\$ 453.25	
2039	\$ 351.65	\$ 8.79	\$ 85.70	\$ 446.14	
Total	\$ 3,361.98	\$ 565.71	\$ 402.01	\$ 4,329.70	

Footnotes:

[a] Interest rate is calculated at a 3.00% rate for bonds maturing in 2036 and 2.50% for bonds maturing in 2039.

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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 2 LOT
TYPE 6 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 2 LOT TYPE 6 PRINCIPAL ASSESSMENT: \$8,054.24

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 2 LOT TYPE 6

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 233.17	\$ 391.43	\$ 59.66	\$ 684.27
2028	\$ 244.13	\$ 380.48	\$ 60.86	\$ 685.46
2029	\$ 255.60	\$ 369.00	\$ 62.07	\$ 686.68
2030	\$ 267.62	\$ 356.99	\$ 63.32	\$ 687.92
2031	\$ 280.19	\$ 344.41	\$ 64.58	\$ 689.19
2032	\$ 293.36	\$ 331.24	\$ 65.87	\$ 690.48
2033	\$ 307.15	\$ 317.45	\$ 67.19	\$ 691.79
2034	\$ 321.59	\$ 303.02	\$ 68.54	\$ 693.14
2035	\$ 336.70	\$ 287.90	\$ 69.91	\$ 694.51
2036	\$ 352.53	\$ 272.08	\$ 71.30	\$ 695.91
2037	\$ 369.09	\$ 255.51	\$ 72.73	\$ 697.33
2038	\$ 386.44	\$ 238.16	\$ 74.18	\$ 698.79
2039	\$ 404.61	\$ 220.00	\$ 75.67	\$ 700.27
2040	\$ 423.62	\$ 200.98	\$ 77.18	\$ 701.79
2041	\$ 443.53	\$ 181.07	\$ 78.73	\$ 703.33
2042	\$ 464.38	\$ 160.23	\$ 80.30	\$ 704.90
2043	\$ 486.20	\$ 138.40	\$ 81.91	\$ 706.51
2044	\$ 509.06	\$ 115.55	\$ 83.54	\$ 708.15
2045	\$ 532.98	\$ 91.62	\$ 85.22	\$ 709.82
2046	\$ 558.03	\$ 66.57	\$ 86.92	\$ 711.52
2047	\$ 584.26	\$ 40.35	\$ 88.66	\$ 713.26
Total	\$ 8,054.24	\$ 5,062.43	\$ 1,538.34	\$ 14,655.01

Footnotes:

[a] Interest is calculated at a 4.7% rate.

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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 2 LOT
TYPE 7 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 2 LOT TYPE 7 PRINCIPAL ASSESSMENT: \$8,043.31

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 2 LOT TYPE 7

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 216.42	\$ 363.31	\$ 59.58	\$ 639.31
2028	\$ 226.59	\$ 353.14	\$ 60.77	\$ 640.50
2029	\$ 237.24	\$ 342.49	\$ 61.99	\$ 641.72
2030	\$ 248.39	\$ 331.34	\$ 63.23	\$ 642.96
2031	\$ 260.06	\$ 319.66	\$ 64.49	\$ 644.22
2032	\$ 272.28	\$ 307.44	\$ 65.78	\$ 645.51
2033	\$ 285.08	\$ 294.64	\$ 67.10	\$ 646.83
2034	\$ 298.48	\$ 281.24	\$ 68.44	\$ 648.17
2035	\$ 312.51	\$ 267.22	\$ 69.81	\$ 649.54
2036	\$ 327.20	\$ 252.53	\$ 71.21	\$ 650.93
2037	\$ 342.58	\$ 237.15	\$ 72.63	\$ 652.36
2038	\$ 358.68	\$ 221.05	\$ 74.08	\$ 653.81
2039	\$ 375.53	\$ 204.19	\$ 75.57	\$ 655.29
2040	\$ 393.18	\$ 186.54	\$ 77.08	\$ 656.80
2041	\$ 411.66	\$ 168.06	\$ 78.62	\$ 658.34
2042	\$ 431.01	\$ 148.71	\$ 80.19	\$ 659.92
2043	\$ 451.27	\$ 128.46	\$ 81.79	\$ 661.52
2044	\$ 472.48	\$ 107.25	\$ 83.43	\$ 663.16
2045	\$ 494.69	\$ 85.04	\$ 85.10	\$ 664.82
2046	\$ 517.94	\$ 61.79	\$ 86.80	\$ 666.53
2047	\$ 542.28	\$ 37.45	\$ 88.54	\$ 668.26
2048	\$ 567.77	\$ 422.44	\$ 192.58	\$ 1,182.79
Total	\$ 8,043.31	\$ 5,121.14	\$ 1,728.83	\$ 14,893.28

Footnotes:

[a] Interest is calculated at a 4.7% rate.

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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 3 LOT
TYPE 8 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 3 LOT TYPE 8 PRINCIPAL ASSESSMENT: \$8,468.47

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 3 LOT TYPE 8

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 180.18	\$ 398.02	\$ 72.13	\$ 650.33
2028	\$ 225.23	\$ 389.55	\$ 73.58	\$ 688.35
2029	\$ 225.23	\$ 378.96	\$ 75.05	\$ 679.24
2030	\$ 225.23	\$ 368.38	\$ 76.55	\$ 670.15
2031	\$ 225.23	\$ 357.79	\$ 78.08	\$ 661.10
2032	\$ 225.23	\$ 347.21	\$ 79.64	\$ 652.07
2033	\$ 270.27	\$ 336.62	\$ 81.23	\$ 688.12
2034	\$ 270.27	\$ 323.92	\$ 82.86	\$ 677.05
2035	\$ 270.27	\$ 311.22	\$ 84.51	\$ 666.00
2036	\$ 315.32	\$ 298.51	\$ 86.20	\$ 700.03
2037	\$ 315.32	\$ 283.69	\$ 87.93	\$ 686.94
2038	\$ 315.32	\$ 268.87	\$ 89.69	\$ 673.88
2039	\$ 360.36	\$ 254.05	\$ 91.48	\$ 705.90
2040	\$ 360.36	\$ 237.12	\$ 93.31	\$ 690.79
2041	\$ 360.36	\$ 220.18	\$ 95.18	\$ 675.72
2042	\$ 405.41	\$ 203.24	\$ 97.08	\$ 705.73
2043	\$ 405.41	\$ 184.19	\$ 99.02	\$ 688.62
2044	\$ 450.45	\$ 165.14	\$ 101.00	\$ 716.59
2045	\$ 450.45	\$ 143.96	\$ 103.02	\$ 697.44
2046	\$ 450.45	\$ 122.79	\$ 105.08	\$ 678.33
2047	\$ 495.50	\$ 101.62	\$ 107.18	\$ 704.30
2048	\$ 540.54	\$ 78.33	\$ 109.33	\$ 728.20
2049	\$ 540.54	\$ 52.93	\$ 111.52	\$ 704.98
2050	\$ 585.59	\$ 27.52	\$ 113.75	\$ 726.85
Total	\$ 8,468.47	\$ 5,853.83	\$ 2,194.40	\$ 16,516.70

Footnotes:

[a] Interest is calculated at a 4.7% rate.

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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 4 LOT
TYPE 9 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 4 LOT TYPE 9 PRINCIPAL ASSESSMENT: \$22,383.06

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 4 LOT TYPE 9

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 486.94	\$ 1,083.34	\$ 128.23	\$ 1,698.51
2028	\$ 503.17	\$ 1,059.77	\$ 130.79	\$ 1,693.74
2029	\$ 519.40	\$ 1,035.42	\$ 133.41	\$ 1,688.23
2030	\$ 551.87	\$ 1,010.28	\$ 136.08	\$ 1,698.22
2031	\$ 584.33	\$ 983.57	\$ 138.80	\$ 1,706.70
2032	\$ 600.56	\$ 955.29	\$ 141.57	\$ 1,697.42
2033	\$ 633.02	\$ 926.22	\$ 144.41	\$ 1,703.65
2034	\$ 665.49	\$ 895.58	\$ 147.29	\$ 1,708.36
2035	\$ 697.95	\$ 863.37	\$ 150.24	\$ 1,711.56
2036	\$ 730.41	\$ 829.59	\$ 153.24	\$ 1,713.25
2037	\$ 762.87	\$ 794.24	\$ 156.31	\$ 1,713.42
2038	\$ 811.57	\$ 757.32	\$ 159.44	\$ 1,728.32
2039	\$ 844.03	\$ 718.04	\$ 162.62	\$ 1,724.69
2040	\$ 892.73	\$ 677.19	\$ 165.88	\$ 1,735.79
2041	\$ 925.19	\$ 633.98	\$ 169.19	\$ 1,728.36
2042	\$ 973.88	\$ 589.20	\$ 172.58	\$ 1,735.66
2043	\$ 1,022.58	\$ 542.06	\$ 176.03	\$ 1,740.67
2044	\$ 1,071.27	\$ 492.57	\$ 179.55	\$ 1,743.39
2045	\$ 1,119.96	\$ 440.72	\$ 183.14	\$ 1,743.83
2046	\$ 1,168.66	\$ 386.51	\$ 186.80	\$ 1,741.98
2047	\$ 1,233.58	\$ 329.95	\$ 190.54	\$ 1,754.08
2048	\$ 1,298.51	\$ 270.25	\$ 194.35	\$ 1,763.11
2049	\$ 1,363.44	\$ 207.40	\$ 198.24	\$ 1,769.07
2050	\$ 1,428.36	\$ 141.41	\$ 202.20	\$ 1,771.97
2051	\$ 1,493.29	\$ 72.28	\$ 206.25	\$ 1,771.81
Total	\$ 22,383.06	\$ 16,695.54	\$ 4,107.20	\$ 43,185.80

Footnotes:

[a] Interest is calculated at a 4.7% rate.

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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 4 LOT
TYPE 10 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 4 LOT TYPE 10 PRINCIPAL ASSESSMENT: \$22,383.06

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 4 LOT TYPE 10

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 486.94	\$ 1,083.34	\$ 128.23	\$ 1,698.51
2028	\$ 503.17	\$ 1,059.77	\$ 130.79	\$ 1,693.74
2029	\$ 519.40	\$ 1,035.42	\$ 133.41	\$ 1,688.23
2030	\$ 551.87	\$ 1,010.28	\$ 136.08	\$ 1,698.22
2031	\$ 584.33	\$ 983.57	\$ 138.80	\$ 1,706.70
2032	\$ 600.56	\$ 955.29	\$ 141.57	\$ 1,697.42
2033	\$ 633.02	\$ 926.22	\$ 144.41	\$ 1,703.65
2034	\$ 665.49	\$ 895.58	\$ 147.29	\$ 1,708.36
2035	\$ 697.95	\$ 863.37	\$ 150.24	\$ 1,711.56
2036	\$ 730.41	\$ 829.59	\$ 153.24	\$ 1,713.25
2037	\$ 762.87	\$ 794.24	\$ 156.31	\$ 1,713.42
2038	\$ 811.57	\$ 757.32	\$ 159.44	\$ 1,728.32
2039	\$ 844.03	\$ 718.04	\$ 162.62	\$ 1,724.69
2040	\$ 892.73	\$ 677.19	\$ 165.88	\$ 1,735.79
2041	\$ 925.19	\$ 633.98	\$ 169.19	\$ 1,728.36
2042	\$ 973.88	\$ 589.20	\$ 172.58	\$ 1,735.66
2043	\$ 1,022.58	\$ 542.06	\$ 176.03	\$ 1,740.67
2044	\$ 1,071.27	\$ 492.57	\$ 179.55	\$ 1,743.39
2045	\$ 1,119.96	\$ 440.72	\$ 183.14	\$ 1,743.83
2046	\$ 1,168.66	\$ 386.51	\$ 186.80	\$ 1,741.98
2047	\$ 1,233.58	\$ 329.95	\$ 190.54	\$ 1,754.08
2048	\$ 1,298.51	\$ 270.25	\$ 194.35	\$ 1,763.11
2049	\$ 1,363.44	\$ 207.40	\$ 198.24	\$ 1,769.07
2050	\$ 1,428.36	\$ 141.41	\$ 202.20	\$ 1,771.97
2051	\$ 1,493.29	\$ 72.28	\$ 206.25	\$ 1,771.81
Total	\$ 22,383.06	\$ 16,695.54	\$ 4,107.20	\$ 43,185.80

Footnotes:

[a] Interest is calculated at a 4.7% rate.

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

**HERITAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 (RESIDENTIAL) ZONE 4 PHASE
5 LOT TYPE 11 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

ZONE 4 PHASE 5 LOT TYPE 11 PRINCIPAL ASSESSMENT: \$22,479.04

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lavon, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District No. 1 (Residential)*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - ZONE 4 PHASE 5 LOT TYPE 11

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 357.43	\$ 1,320.64	\$ 272.11	\$ 1,950.18
2028	\$ 372.98	\$ 1,299.64	\$ 277.55	\$ 1,950.18
2029	\$ 389.35	\$ 1,277.73	\$ 283.10	\$ 1,950.18
2030	\$ 406.56	\$ 1,254.86	\$ 288.76	\$ 1,950.18
2031	\$ 424.67	\$ 1,230.97	\$ 294.54	\$ 1,950.18
2032	\$ 443.73	\$ 1,206.02	\$ 300.43	\$ 1,950.18
2033	\$ 463.78	\$ 1,179.95	\$ 306.44	\$ 1,950.18
2034	\$ 484.90	\$ 1,152.71	\$ 312.57	\$ 1,950.18
2035	\$ 507.14	\$ 1,124.22	\$ 318.82	\$ 1,950.18
2036	\$ 530.56	\$ 1,094.42	\$ 325.20	\$ 1,950.18
2037	\$ 555.22	\$ 1,063.25	\$ 331.70	\$ 1,950.18
2038	\$ 581.21	\$ 1,030.63	\$ 338.33	\$ 1,950.18
2039	\$ 608.59	\$ 996.49	\$ 345.10	\$ 1,950.18
2040	\$ 637.44	\$ 960.73	\$ 352.00	\$ 1,950.18
2041	\$ 667.85	\$ 923.28	\$ 359.04	\$ 1,950.18
2042	\$ 699.90	\$ 884.05	\$ 366.22	\$ 1,950.18
2043	\$ 733.70	\$ 842.93	\$ 373.55	\$ 1,950.18
2044	\$ 769.34	\$ 799.82	\$ 381.02	\$ 1,950.18
2045	\$ 806.92	\$ 754.63	\$ 388.64	\$ 1,950.18
2046	\$ 846.55	\$ 707.22	\$ 396.41	\$ 1,950.18
2047	\$ 888.35	\$ 657.48	\$ 404.34	\$ 1,950.18
2048	\$ 932.46	\$ 605.29	\$ 412.43	\$ 1,950.18
2049	\$ 978.99	\$ 550.51	\$ 420.67	\$ 1,950.18
2050	\$ 1,028.10	\$ 492.99	\$ 429.09	\$ 1,950.18
2051	\$ 1,079.91	\$ 432.59	\$ 437.67	\$ 1,950.18
2052	\$ 1,134.61	\$ 369.15	\$ 446.42	\$ 1,950.18
2053	\$ 1,192.33	\$ 302.49	\$ 455.35	\$ 1,950.18
2054	\$ 1,253.28	\$ 232.44	\$ 464.46	\$ 1,950.18
2055	\$ 1,317.62	\$ 158.81	\$ 473.75	\$ 1,950.18
2056	\$ 1,385.56	\$ 81.40	\$ 483.22	\$ 1,950.18
Total	\$ 22,479.04	\$ 24,987.39	\$ 11,038.93	\$ 58,505.37

Footnotes:

[a] Interest is calculated at a 5.875% rate for illustrative purposes.

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



CITY OF LAVON

Agenda Brief

MEETING: July 21, 2026

ITEM: 6 – B

Item:

Discussion and action regarding the first of two readings of a Resolution authorizing the Lavon Economic Development Corporation to expend funds for projects to assist in the promotion of new and expanded business, for a retail store and fueling station on Lot 7, Block A of the preliminary plat of the Heritage Square project at 840 S. SH 78, (CCAD Property ID 2624070) not to exceed \$1,500,000 of future sales tax over ten years; and providing an effective date.

Background:

A public hearing before the Lavon Economic Development Corporation (LEDC) Board is planned for the August 10, 2026 meeting. At such time and place, the public will be provided an opportunity to comment on the proposed project.

Pursuant to state law, a Project may include costs for the acquisition of lands, buildings, equipment, facilities and improvements and related necessary costs for the design, construction, renovation, equipping, improving, maintenance and operation of the land, buildings, equipment facilities and improvements.

The Local Government Code provides that a Type B economic development corporation may undertake a Project with the City Council's approval.

Code Excerpt:

TEXAS LOCAL GOVERNMENT CODE

Sec. 505.152 PROJECTS RELATED TO RECREATIONAL OR COMMUNITY FACILITIES

- (a) Type B corporations are authorized projects to include land and improvements suitable for sports, entertainment, tourist, convention, and public park purposes and events and other related improvements.

TEXAS LOCAL GOVERNMENT CODE

Sec. 505.158. PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES.

- (a) For a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development.

(b) A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

As permitted by the Open Meetings Act and posted on the meeting agenda, the Lavon Economic Development Corporation Board of Directors and/or the City Council may convene into Executive Session to discuss the matter if needed.

Financial Implications:

Funding is directly tied to the project's performance. The LEDC will provide appropriate funds for the project in the Annual Budget.

Staff Notes:

This is the first of two required readings and approval of the first reading is recommended.

If the proposed item is approved, the Resolution will be scheduled for a second reading.

Attachments: 1) Proposed Resolution
2) Location Exhibit

CITY OF LAVON, TEXAS
RESOLUTION NO. 2026-_____

LEDC Projects – Heritage Square Primary Retail Anchor

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE LAVON ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS FOR PROJECTS TO ASSIST IN THE PROMOTION OF NEW AND EXPANDED BUSINESS, FOR A RETAIL STORE AND FUELING STATION ON LOT 7, BLOCK A OF THE PRELIMINARY PLAT OF THE HERITAGE SQUARE PROJECT AT 840 S. SH 78, (CCAD PROPERTY ID 2624070) NOT TO EXCEED \$1,500,000 OF FUTURE SALES TAX OVER TEN YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Local Government Code, Section 505.152 and 505.158 establishes the authority for the Lavon Economic Development Corporation (“LEDC”) to undertake certain projects with the City Council of the City of Lavon’s approval; and

WHEREAS, these projects assist in the development of business, recreational and community facilities in Lavon and the City Council finds that approving the projects serve the best interests of the City and the public health, safety and welfare of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, THAT:

SECTION 1. That the City Council of the City of Lavon does hereby approve and authorizes the LEDC to expend funds for projects to assist in the promotion of new and expanded business, for a retail store and fueling station on Lot 7, Block A of the preliminary plat of the Heritage Square project at 840 S. SH 78, (CCAD Property ID 2624070) not to exceed \$1,500,000 of future sales tax over ten years.

SECTION 2. That this resolution shall take effect from and after the date of the second reading.

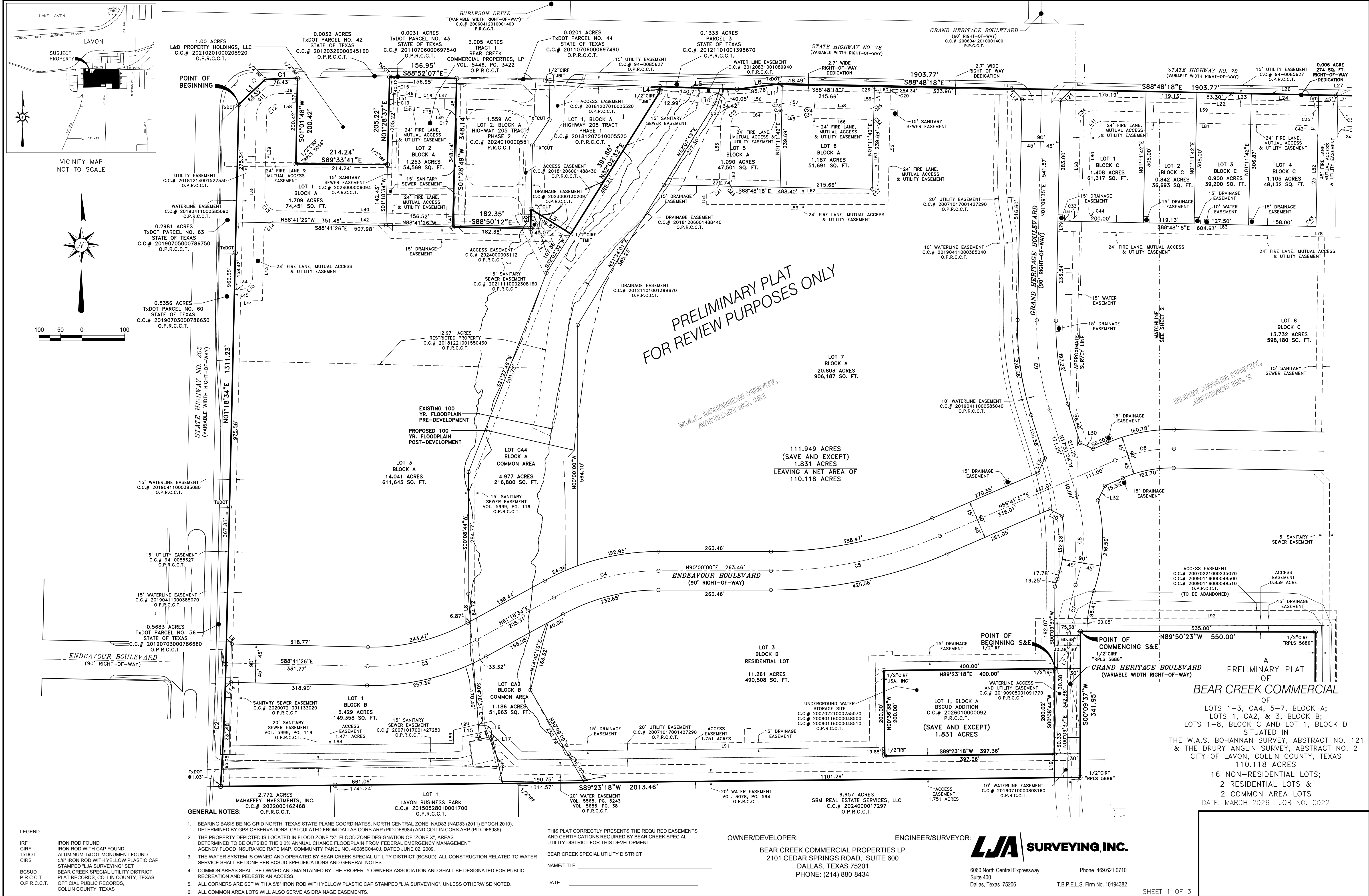
FIRST READING:_____ **SECOND READING:** _____

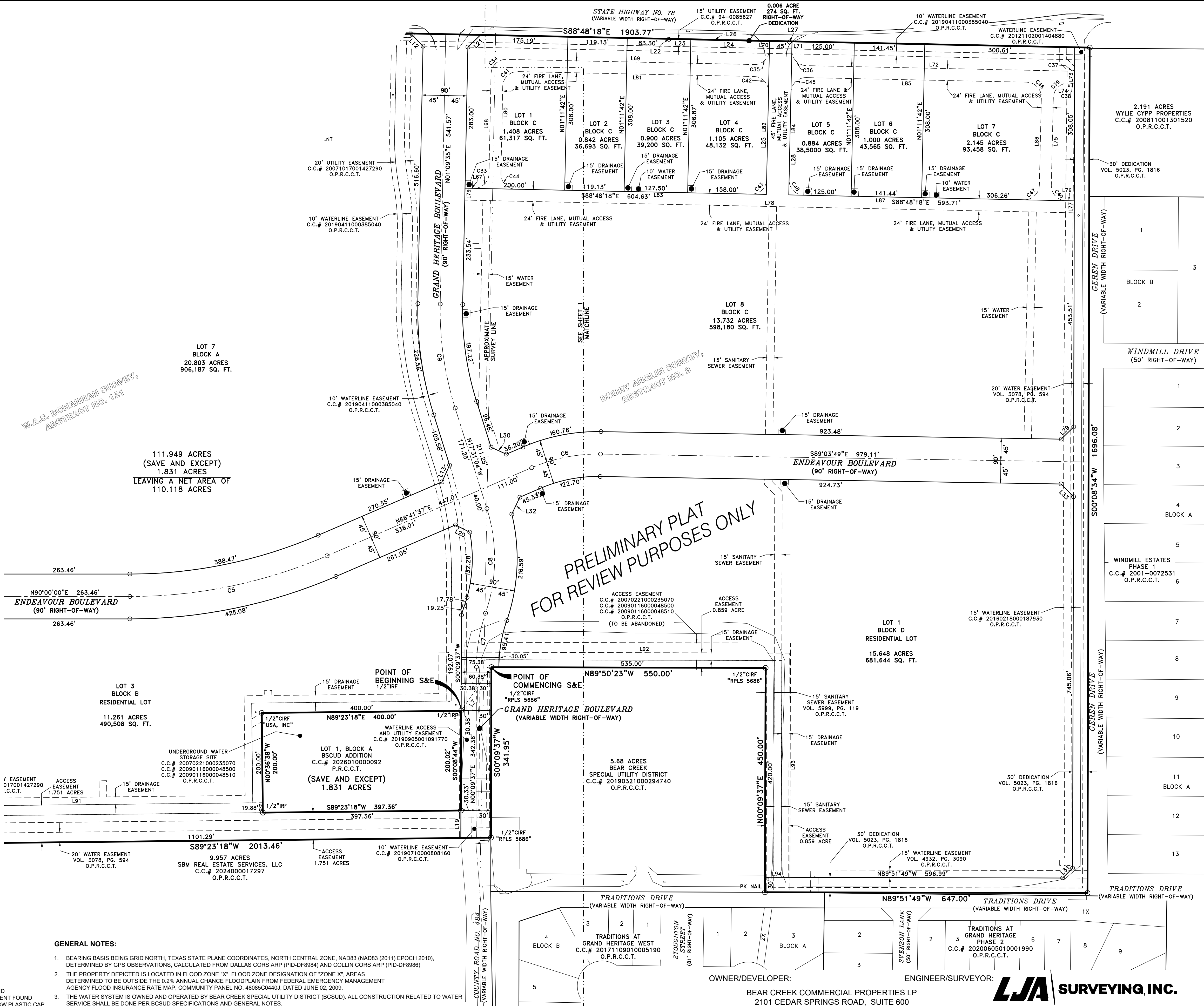
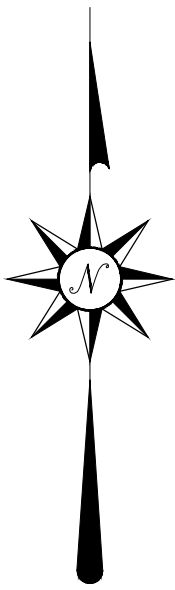
DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the ____ day of _____ 2026.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary





GENERAL NOTES:

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8986)
2. THE PROPERTY DEPICTED IS LOCATED IN FLOOD ZONE "X"; FLOOD ZONE DESIGNATION OF "ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48085C0440J, DATED JUNE 02, 2009.
3. THE WATER SYSTEM IS OWNED AND OPERATED BY BEAR CREEK SPECIAL UTILITY DISTRICT (BCSUD). ALL CONSTRUCTION RELATED TO WATER SERVICE SHALL BE DONE PER BCSUD SPECIFICATIONS AND GENERAL NOTES.
4. COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION AND SHALL BE DESIGNATED FOR PUBLIC RECREATION AND PEDESTRIAN ACCESS.
5. ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING", UNLESS OTHERWISE NOTED.
6. ALL COMMON AREA LOTS WILL ALSO SERVE AS DRAINAGE EASEMENTS.

LEGEND

IRF
CIRF
TXDOT
CIRS
BCSUD
P.R.C.C.T.
O.P.R.C.C.T.

IRON ROD FOUND
IRON ROD WITH CAP FOUND
ALUMINUM TXDOT MONUMENT FOUND
5/8" IRON ROD WITH YELLOW PLASTIC CAP
STAMPED "LJA SURVEYING" SET
BEAR CREEK SPECIAL UTILITY DISTRICT
PLAT RECORDS, COLLIN COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS,
COLLIN COUNTY, TEXAS

A
PRELIMINARY PLAT
OF
BEAR CREEK COMMERCIAL
OF
LOTS 1-3, CA4, 5-7, BLOCK A;
LOTS 1, CA2, & 3, BLOCK B;
LOTS 1-8, BLOCK C AND LOT 1, BLOCK D
SITUATED IN
THE W.A.S. BOHANNAN SURVEY, ABSTRACT NO. 121
& THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2
CITY OF LAVON, COLLIN COUNTY, TEXAS
110.118 ACRES
16 NON-RESIDENTIAL LOTS;
2 RESIDENTIAL LOTS &
2 COMMON AREA LOTS
DATE: MARCH 2026 JOB NO. 0022

OWNER/DEVELOPER:

BEAR CREEK COMMERCIAL PROPERTIES LP
2101 CEDAR SPRINGS ROAD, SUITE 600
DALLAS, TEXAS 75201
PHONE: (214) 880-8434

ENGINEER/SURVEYOR:

LJA SURVEYING, INC.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206
Phone 469.621.0710
T.B.P.E.L.S. Firm No. 10194382

LEGAL DESCRIPTION
110.118 ACRES

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	02°55'10"	1500.00'	N87°48'00"E	76.42'	76.43'
C2	02°19'32"	7075.00'	N02°28'20"E	287.14'	287.16'
C3	30°00'00"	510.00'	N76°18'34"E	264.00'	267.04'
C4	28°41'26"	510.00'	N75°39'17"E	252.72'	255.38'
C5	23°18'23"	1000.00'	N78°20'48"E	403.98'	406.77'
C6	24°14'34"	335.00'	N78°48'54"E	140.69'	141.74'
C7	18°50'59"	335.00'	N09°35'06"E	109.72'	110.21'
C8	36°31'11"	355.00'	N00°44'46"E	209.97'	213.57'
C9	18°40'39"	250.00'	N08°10'19"W	210.95'	211.89'
C10	90°00'00"	30.00'	N46°18'34"E	42.43'	47.12'
C11	88°58'16"	54.00'	N45°47'42"E	75.68'	83.85'
C12	88°58'16"	30.00'	S45°47'42"W	42.04'	46.59'
C13	90°00'00"	30.00'	S43°41'26"E	42.43'	47.12'
C14	90°00'00"	30.00'	S46°18'34"W	42.43'	47.12'
C15	03°23'48"	124.00'	S85°20'05"E	7.35'	7.35'
C16	05°12'02"	100.00'	S86°14'12"E	9.07'	9.08'
C17	63°47'33"	30.00'	S56°33'36"W	31.70'	33.40'
C18	05°12'02"	124.00'	N86°14'12"W	11.25'	11.26'
C19	03°02'20"	100.00'	N85°09'21"W	5.30'	5.30'
C20	20°19'15"	30.00'	S11°21'19"W	10.58'	10.64'
C21	88°48'18"	30.00'	N45°35'51"E	41.98'	46.50'
C22	89°50'59"	54.00'	N46°07'11"E	76.27'	84.68'
C23	08°53'35"	250.00'	S84°21'31"E	38.76'	38.80'
C24	08°53'35"	250.00'	S84°21'31"E	38.76'	38.80'
C25	90°37'29"	30.00'	N45°52'57"E	42.66'	47.45'
C26	47°28'15"	30.00'	N23°44'08"W	24.15'	24.86'
C27	88°48'18"	30.00'	S45°35'51"W	41.98'	46.50'
C28	91°11'42"	30.00'	N44°24'09"W	42.87'	47.75'
C29	89°47'54"	30.00'	N46°05'39"E	42.35'	47.02'
C30	08°53'35"	226.00'	S84°21'31"E	35.04'	35.08'
C31	08°53'35"	274.00'	S84°21'31"E	42.49'	42.53'
C32	89°22'47"	30.00'	S44°06'58"E	42.20'	46.80'
C33	90°02'07"	30.00'	N46°10'38"E	42.44'	47.14'
C34	90°02'07"	30.00'	N46°10'38"E	42.44'	47.14'
C35	90°00'00"	30.00'	N46°11'42"E	42.43'	47.12'
C36	90°00'00"	30.00'	S43°48'18"E	42.43'	47.12'
C37	21°54'42"	30.00'	N80°14'21"E	11.40'	11.47'
C38	20°58'04"	30.00'	N78°19'16"W	10.92'	10.98'
C39	89°52'27"	30.00'	S46°15'28"W	42.38'	47.06'
C40	90°07'32"	30.00'	S43°44'32"E	42.47'	47.19'
C41	90°02'07"	30.00'	N46°10'38"E	42.44'	47.14'
C42	90°00'00"	30.00'	S43°48'18"E	42.43'	47.12'
C43	90°00'00"	30.00'	S46°11'42"W	42.43'	47.12'
C44	89°57'53"	30.00'	N43°49'22"W	42.41'	47.11'
C45	90°00'00"	30.00'	N46°11'42"E	42.43'	47.12'
C46	90°07'33"	30.00'	S43°44'32"E	42.47'	47.19'
C47	89°52'27"	30.00'	S46°15'28"W	42.38'	47.06'
C48	90°00'00"	30.00'	N43°48'18"W	42.43'	47.12'

LINE	BEARING	DISTANCE
L1	N46°30'39"E	84.55'
L2	N01°15'35"E	45.07'
L3	S58°14'05"E	109.87'
L4	N01°18'01"E	12.99'
L5	S88°02'11"E	180.76'
L6	N82°47'57"E	102.25'
L7	S34°42'57"W	106.45'
L8	S04°26'37"E	64.72'
L9	N43°41'26"W	18.38'
L10	S17°39'00"W	34.42'
L11	S88°48'18"E	23.26'
L12	S43°49'22"E	31.55'
L13	S24°35'16"W	37.10'
L14	N46°30'31"E	18.45'
L15	S12°58'32"E	9.00'
L16	N77°00'54"E	28.58'
L17	S12°58'32"E	22.74'
L18	S12°58'00"E	90.33'
L19	S00°09'37"W	55.08'
L20	S63°12'28"E	32.07'
L21	N46°10'38"E	35.34'
L22	S01°11'42"W	1.13'
L23	S88°48'18"E	44.20'
L24	S88°48'18"E	152.00'
L25	S01°11'42"W	306.87'
L26	S88°48'18"E	242.17'
L27	N01°11'42"E	1.13'
L28	N01°11'42"E	308.00'
L29	S45°32'22"W	35.11'
L30	N65°24'44"W	33.53'
L31	S45°08'22"W	28.29'
L32	N25°34'51"E	37.67'
L33	S44°27'38"E	35.60'
L34	S88°41'26"E	12.00'
L35	N01°18'34"E	377.47'
L36	S89°43'10"E	41.42'
L37	S01°01'48"W	24.00'
L38	N89°43'10"W	41.11'
L39	S01°18'34"W	189.43'
L40	S88°41'26"E	412.06'
L41	S01°28'49"W	24.00'
L42	N88°41'26"W	411.99'
L43	S01°18'34"W	157.01'
L44	N88°41'26"W	66.00'
L45	N01°18'34"E	24.00'
L46	S83°38'11"E	79.31'
L47	S88°50'13"E	61.52'
L48	S01°28'49"W	40.83'
L49	N88°50'13"W	34.49'
L50	N83°38'11"W	79.31'
L51	N01°28'37"E	24.01'
L52	S01°11'42"W	264.48'
L53	N90°00'00"W	419.77'
L54	N00°00'00"W	25.00'
L55	N01°11'42"E	132.97'
L56	S88°48'18"E	62.40'
L57	S79°54'43"E	31.16'
L58	S88°48'18"E	117.58'
L59	N01°11'42"E	0.30'
L60	S88°48'18"E	36.05'
L61	S01°11'42"W	114.70'
L62	N90°00'00"W	287.99'
L63	N01°11'42"E	131.22'
L64	S88°48'18"E	62.37'
L65	S79°54'43"E	31.16'
L66	S88°48'18"E	117.58'
L67	S88°48'18"E	17.48'
L68	N01°09'35"E	199.96'
L69	S88°48'18"E	497.27'
L70	N01°11'42"E	89.77'
L71	S01°11'42"W	18.00'
L72	S88°48'18"E	526.76'
L73	S00°08'34"W	28.16'
L74	N88°48'18"W	1.25'
L75	S01°19'15"W	176.00'
L76	S88°48'18"E	16.67'
L77	S00°08'34"W	24.00'
L78	N88°48'18"W	1222.77'
L79	N01°09'35"E	24.00'
L80	N01°09'35"E	176.00'
L81	S88°48'18"E	473.26'
L82	S01°11'42"W	176.00'
L83	N88°48'18"W	473.15'
L84	N01°11'42"E	176.00'
L85	S88°48'18"E	422.43'
L86	S01°19'15"W	176.00'
L87	N88°48'18"W	442.04'
L88	N89°23'05"E	540.51'
L89	N00°36'55"W	31.48'
L90	N77°01'15"E	59.79'
L91	N89°23'05"E	747.12'
L92	S89°50'23"E	580.89'
L93	S00°08'44"W	449.98'
L94	N89°51'49"W	47.56'

BEING A 110.118 ACRE TRACT OF LAND SITUATED IN THE W.A.S. BOHANNAN SURVEY, ABSTRACT NO. 121, AND THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, CITY OF LAVON, COLLIN COUNTY, TEXAS, AND BEING PART OF A 3.06 ACRE TRACT OF LAND CONVEYED BY DEED TO BEAR CREEK COMMERCIAL PROPERTIES LP, RECORDED IN COUNTY CLERKS FILE NO. 20070404000453370, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, PART OF A 3.005 ACRE TRACT OF LAND CONVEYED AS TRACT 1 AND PART OF A 4.802 ACRE TRACT CONVEYED AS TRACT 2 BY DEED TO BEAR CREEK COMMERCIAL PROPERTIES LP, RECORDED IN VOLUME 5446, PAGE 3422, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, PART OF A 105.568 ACRE TRACT OF LAND CONVEYED BY DEED TO BEAR CREEK COMMERCIAL PROPERTIES LP, RECORDED IN VOLUME 5376, PAGE 5572, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID 110.118 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83/2011)EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT TxDOT ALUMINUM MONUMENT FOUND FOR THE NORTHEAST CORNER OF A 0.2981 ACRE TRACT OF LAND CONVEYED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S FILE NO. 20190705000786750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AN BEING ON THE NORTH LINE OF SAID 3.06 ACRE TRACT, BEING THE SOUTH CORNER OF A CORNER CLIP AT THE INTERSECTION OF STATE HIGHWAY NO. 205 (A VARIABLE WIDTH RIGHT-OF-WAY) AND STATE HIGHWAY NO. 78 (A VARIABLE WIDTH RIGHT-OF-WAY)

THENCE, NORTH 48 DEGREES 30 MINUTES 39 SECONDS EAST, A DISTANCE OF 84.55 FEET TO A 1/2 INCH IRON ROD FOUND FOR NORTH CORNER OF SAID CORNER CLIP, BEING ON THE NORTH LINE OF SAID 3.06 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID STATE HIGHWAY NO. 78, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02 DEGREES 55 MINUTES 10 SECONDS, A RADIUS OF 1500.00 FEET, AND A LONG CHORD THAT BEARS NORTH 87 DEGREES 48 MINUTES 00 SECONDS EAST, A DISTANCE OF 76.42 FEET;

THENCE, ALONG COMMON LINE AND SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 76.43 FEET TO A 1/2 INCH IRON ROD WITH FOUND FOR AN EXTERIOR ELL CORNER OF SAID 3.06 ACRE TRACT AND THE NORTHWEST CORNER OF A 1.00 ACRE TRACT OF LAND CONVEYED BY DEED TO L&D PROPERTY HOLDINGS, LLC, RECORDED IN COUNTY CLERK'S FILE NO. 20210201000208920, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 3.06 ACRE TRACT AND SAID 1.00 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 01 MINUTES 48 SECONDS WEST, A DISTANCE OF 200.42 FEET TO A 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS 5034" FOUND FOR COMMON CORNER;

SOUTH 89 DEGREES 33 MINUTES 41 SECONDS EAST, A DISTANCE OF 214.24 FEET TO A 1/2 INCH IRON ROD FOUND FOR COMMON CORNER;

NORTH 01 DEGREES 28 MINUTES 37 SECONDS EAST, A DISTANCE OF 205.22 FEET TO A TxDOT ALUMINUM MONUMENT FOUND FOR CORNER ON THE SOUTH LINE OF SAID STATE HIGHWAY NO. 78 AND BEING THE SOUTHWEST CORNER OF A 0.0031 ACRE TRACT OF LAND CONVEYED BY DEED TO THE STATE OF TEXAS RECORDED IN COUNTY CLERK'S FILE NO. 20110706000697540, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 52 MINUTES 07 SECONDS EAST, ALONG THE SAID SOUTH LINE OF STATE HIGHWAY 78, PASSING AT A DISTANCE OF 50.00 FEET THE SOUTHEAST CORNER OF SAID 0.0031 ACRE TRACT OF TEXAS RECORDED IN COUNTY CLERK'S FILE NO. 20110706000697490, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, THE COMMON EAST LINE OF SAID 3.06 ACRE TRACT AND THE WEST LINE OF AFORESAID 3.005 ACRE TRACT AND CONTINUING ALONG SAID SOUTH LINE OF STATE HIGHWAY 78, A TOTAL DISTANCE OF 156.95 FEET TO A POINT FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF LOT 2, BLOCK A, OF HIGHWAY 205 TRACT, PHASE 2 ADDITION, AN ADDITION TO THE CITY OF LAVON, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 2024, PAGE 1041, MAP RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE, ALONG THE BOUNDARY LINE OF SAID LOT 2, BLOCK A, AND OVER AND ACROSS SAID 3.005 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 01 DEGREES 28 MINUTES 48 SECONDS WEST, A DISTANCE OF 348.14 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK A;

SOUTH 88 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 182.35 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK A;

NORTH 01 DEGREES 15 MINUTES 35 SECONDS EAST, A DISTANCE OF 45.07 FEET TO AN X CUT FOUND FOR THE SOUTHWEST CORNER OF LOT 1, BLOCK A, OF HIGHWAY 205 TRACT, PHASE 1 ADDITION, AN ADDITION TO THE CITY OF LAVON, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 2018, PAGE 916, MAP RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE, ALONG THE BOUNDARY LINE OF SAID LOT 1, BLOCK A, AND OVER AND ACROSS SAID 105.568 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCE:

SOUTH 58 DEGREES 14 MINUTES 05 SECONDS EAST, A DISTANCE OF 109.87 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "TMI" FOUND FOR CORNER;

NORTH 32 DEGREES 02 MINUTES 32 SECONDS EAST, A DISTANCE OF 391.85 FEET TO A 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JBI" FOUND FOR CORNER;

NORTH 01 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 12.99 FEET TO A POINT FOR CORNER ON THE AFORESAID SOUTH LINE OF STATE HIGHWAY NO. 78 AND THE SOUTH LINE OF SAID 0.1333 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 02 MINUTES 11 SECONDS EAST, ALONG THE SOUTH LINE OF SAID STATE HIGHWAY NO. 78 AND THE SOUTH LINE OF SAID 0.1333 ACRE TRACT AND OVER AND ACROSS SAID 105.568 ACRE TRACT, A DISTANCE OF 180.76 FEET TO A POINT FOR CORNER;

THENCE, NORTH 82 DEGREES 47 MINUTES 57 SECONDS EAST, CONTINUING ALONG THE SOUTH LINE OF SAID STATE HIGHWAY NO. 78 AND THE SOUTH LINE OF SAID 0.1333 ACRE TRACT AND OVER AND ACROSS SAID 105.568 ACRE TRACT, A DISTANCE OF 102.25 FEET TO A TxDOT ALUMINUM MONUMENT FOUND FOR CORNER;

THENCE, SOUTH 88 DEGREES 48 MINUTES 18 SECONDS EAST, ALONG THE SOUTH LINE OF SAID STATE HIGHWAY NO. 78 AND COMMON NORTH LINE OF SAID 105.568 ACRE TRACT A DISTANCE OF 1903.77 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 105.568 ACRE TRACT, SAID POINT LYING IN GEREN DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 08 MINUTES 34 SECONDS WEST, ALONG THE EAST LINE OF SAID SAID 105.568 ACRE TRACT AND WITH SAID GEREN DRIVE, A DISTANCE OF 1696.08 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 105.568 ACRE TRACT, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF TRADITIONS DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 89 DEGREES 51 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 105.568 ACRE TRACT AND WITH SAID NORTH RIGHT-OF-WAY LINE OF TRADITIONS DRIVE, A DISTANCE OF 847.00 FEET TO A P K NAIL FOUND FOR AN EXTERIOR ELL CORNER OF SAID 105.568 ACRE TRACT AND BEING THE COMMON SOUTHEAST CORNER OF A 5.68 ACRE TRACT OF LAND CONVEYED TO BEAR CREEK SPECIAL UTILITY DISTRICT, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20190321000294740, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINE OF SAID 105.568 ACRE TRACT AND SAID 5.68 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 09 MINUTES 37 SECONDS EAST, A DISTANCE OF 450.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5686" FOUND FOR THE NORTHEAST CORNER OF SAID 5.68 ACRE TRACT;

NORTH 89 DEGREES 50 MINUTES 23 SECONDS WEST, A DISTANCE OF 550.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5686" FOUND FOR THE NORTHWEST CORNER OF SAID 5.68 ACRE TRACT;

SOUTH 00 DEGREES 09 MINUTES 37 SECONDS WEST, A DISTANCE OF 341.95 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5686" FOUND FOR CORNER SAID POINT BEING THE NORTHEAST CORNER OF A 9.957 ACRE TRACT OF LAND CONVEYD TO SBM REAL ESTATE SERVICES, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024000017287, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 23 MINUTES 18 SECONDS WEST, ALONG THE COMMON SOUTH LINE OF SAID 105.568 ACRE TRACT AND THE NORTH LINE OF SAID 9.957 ACRE TRACT, PASSING AT A DISTANCE OF 1314.57 FEET A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 9.957 ACRE TRACT AND BEING THE COMMON NORTHEAST CORNER OF LOT 1, OF LAVON BUSINESS PARKS, AN ADDITION TO THE CITY OF LAVON ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 20150528010001700, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, PASSING AT A DISTANCE OF 1745.24 FEET THE NORTHWEST CORNER OF SAID LOT 1, AND BEING THE NORTHEAST CORNER OF A 2.772 ACRE TRACT OF LAND CONVEYED TO COMERICA BANK, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022000162468, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND CONTINUING ALONG SAID COMMON LINES IN ALL A TOTAL DISTANCE OF 2013.48 FEET TO A POINT FOR CORNER ON THE EAST LINE OF AFORESAID STATE HIGHWAY 205 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02 DEGREES 19 MINUTES 32 SECONDS, A RADIUS OF 7075.00 FEET, AND A LONG CHORD THAT BEARS NORTH 02 DEGREES 28 MINUTES 20 SECONDS EAST, A DISTANCE OF 287.14 FEET.

THENCE, ALONG SAID EAST LINE OF STATE HIGHWAY NO. 205, ALONG THE EAST LINES OF A 0.5683 ACRE TRACT OF LAND CONVEYED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S FILE NO. 20190703000786660, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, 0.8358 ACRE TRACT OF LAND CONVEYED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S FILE NO. 20190703000786630, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND AFORESAID 0.2981 ACRE TRACT OF LAND CONVEYED BY DEED TO THE STATE OF TEXAS, ALONG SAID TANGENT CURVE TO THE LEFT, PASSING AT AN ARC DISTANCE OF 1.03 FEET A TxDOT ALUMINUM MONUMENT FOUND, AND CONTINUING ALONG SAID CURVE A TOTAL ARC DISTANCE OF 287.16 FEET TO A POINT FOR CORNER;

THENCE, NORTH 01 DEGREES 18 MINUTES 34 SECONDS EAST, ALONG THE SAID EAST LINE OF SAID STATE HIGHWAY NO. 205, PASSING AT A DISTANCE OF 367.85 FEET A TxDOT ALUMINUM MONUMENT FOUND FOR THE NORTHEAST CORNER OF SAID 0.5683 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 0.5356 ACRE TRACT, PASSING AT A DISTANCE OF 863.55 FEET A TxDOT ALUMINUM MONUMENT FOUND FOR THE NORTHEAST CORNER OF SAID 0.5356 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 0.2981 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 1311.23 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 111.949 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT

1.831 ACRES

BEING A 1.831 ACRE TRACT OF LAND SITUATED IN THE W.A.S. BOHANNAN SURVEY, ABSTRACT NO. 121, CITY OF LAVON, COLLIN COUNTY, TEXAS, AND BEING ALL OF LOT 1, BLOCK A OF BCSDUD ADDITION, AN ADDITION TO THE CITY OF LAVON, AS RECORDED IN COUNTY CLERK'S FILE NO. 2026010000092, PLAT RECORDS, COLLIN COUNTY, TEXAS, SAID 1.831 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83/2011)EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5686" FOUND AT THE NORTHWEST CORNER OF A 5.68 ACRE TRACT OF LAND CONVEYED TO BEAR CREEK SPECIAL UTILITY DISTRICT, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20190321000294740, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING A COMMON INTERIOR ELL CORNER OF A 105.568 ACRE TRACT OF LAND CONVEYED BY DEED TO BEAR CREEK COMMERCIAL PROPERTIES LP, RECORDED IN VOLUME 5376, PAGE 5572, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 34 DEGREES 42 MINUTES



CITY OF LAVON Agenda Brief

MEETING: July 21, 2026

ITEM: 6 - C

Item:

Discussion and action regarding an election for creation of a Municipal Development District primarily comprised of non-residential properties adjacent to SH 205, SH 78, and FM 2755.

Background:

On May 3, 2025, the City held an unsuccessful election for the formation of a Municipal Development District (MDD) that encompassed the entire extraterritorial jurisdiction (ETJ) of the City in which 103 voters cast votes. On January 6, 2026, the City Council reviewed a presentation of a refined area of the ETJ focused on undeveloped or commercial properties adjacent to the state highways (SH 78 and SH 205) and farm to market roads (FM 2755) in the City's ETJ. Although somewhat challenging to determine, it is estimated that the MDD area may contain approximately twelve residential properties interspersed among the predominately commercial/industrial properties.

MDDs are authorized in Chapter 377 of the Texas Local Government Code. If approved by the voters at an election, an MDD may be formed in all or a part of a City's ETJ and may collect the only municipal sales tax that may be levied in a City's ETJ. The maximum amount of sales tax that can be charged by an MDD is capped by state law at one-half of one percent (0.50%).

An MDD can undertake the same projects that a Type B Corporation can. If approved, the Lavon MDD would focus on street sweeping and right of way maintenance along SH 78 and SH 205 in the District, promoting expansion of high speed internet in the MDD, continued coordination with TxDOT regarding signals on SH 205, public works projects to benefit the district, business development and assistance; and quality of life improvements.

Sales tax collected in the MDD will be deposited and maintained in a separate development project fund designated for use as prescribed in the state law. No property taxes are levied by the City in the MDD.

A quick search identified the following area cities where voters supported the creation of an MDD:

Fate	Sachse
Murphy	Josephine
Aubrey	Argyle
Azle	Ovilla
Cross Roads	Pilot Point

An MDD is a political subdivision of the state and as such is subject to the Open Meetings Act and Public Information Act. An MDD is governed by a board of at least four directors appointed by the city council, although it is recommended to have an odd number of directors to prevent tie votes. Directors serve staggered two-year terms and must reside in the city or the MDD area.

Prior to the May 2025 election, the City Council approved bylaws for a proposed MDD subject to a successful election. If direction is provided to move forward with an election, the bylaws will be reviewed and updated as necessary.

There have been indications that the Collin County Emergency Services District Board may call for an election in November for the 2% emergency services sales tax. If that were to occur and be successful prior to the City's MDD election, the capacity of the potential sales tax would no longer exist for an MDD.

The regular meeting deadline for the City Council to order an election is August 4. The election calendar deadline is August 17, 2026.

Financial Implication:

The net impact is positive for the City. Any resources that help offset the costs of provision of services in the MDD area of the ETJ are beneficial.

Staff Notes:

If the City Council provides direction to move forward, specific boundaries will be established and documents prepared to call an election on November 3, 2026.

Attachments: DRAFT - MDD Proposed Area Map



CITY OF LAVON

Agenda Brief

MEETING: July 21, 2026

ITEM: 7

Item:

DEPARTMENT REPORTS

Members may receive and discuss the reports.

- A.** Police Services – Service, activity, programs, and administration report
- B.** Fire Services – Service, activity, programs, and administration report
- C.** Public Works Services – Utilities, capital projects, public works, and street maintenance report
- D.** Administration Services – Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; Finance and CIP report; and administration and staff reports

CITY OF LAVON
BUILDING PERMITS
CALENDAR YEAR 2025-2026

PERMITS	June-2026	Calendar Year 2026	Permit Valuations	June-2025	Calendar Year 2025	Permit Valuations
	NUMBER	NUMBER	Permit Fee's	NUMBER	NUMBER	Permit Fee's
COMMERCIAL	12	90	\$91,260.10	5	142	\$297,613.85
SINGLE FAMILY	26	235	\$886,706.46	42	316	\$1,146,675.93
Multi-Family	0	92	\$153,423.94	0	248	\$435,182.63
POOLS	1	4	\$1,600.00	1	7	\$2,800.00
OTHERS	71	459	\$67,128.80	101	645	\$69,387.30
* Elevon Section 1 MUD Sewer	27	66		13	110	
TOTAL	137	946	\$1,200,119.30	162	1468	\$1,951,659.71
* first month reporting/not comulative						



Community Waste Disposal Monthly Report to the City of Lavon

Nicole Roemer *Municipal Director*



Municipal Recycling Program



Single Stream Recycling

Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of Lavon are dedicated to the preservation of the Texas environment for future generations.

The chart below details the statistics of the CWD Residential Curbside Recycling Program.

	Jun-2026	May-2026	Apr-2026	Mar-2026	Feb-2026	Jan-2026	Dec-2025	Nov-2025	Oct-2025	Sep-2025	Aug-2025	Jul-2025
Homes	4,159	4,159	4,060	4,060	4,018	3,967	3,919	3,847	3,789	3,724	3,666	3,529
Resi Rcy Tonnage	79.54	70.5	74	71.18	48.69	44.67	58.73	41.69	63.37	56.12	51.28	73.26
Pounds / Home / Month	38.25	33.9	36.45	35.06	24.24	22.52	29.97	21.67	33.45	30.14	27.98	41.52

Municipal Service Inquiries



Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

	Jun-2026	May-2026	Apr-2026	Mar-2026	Feb-2026	Jan-2026	Dec-2025	Nov-2025	Oct-2025	Sep-2025	Aug-2025	Jul-2025
Service Opportunities	37,666	37,666	36,774	36,774	36,393	35,921	35,484	34,843	34,354	33,778	33,263	32,046
Service Inquiries	31	35	12	25	7	30	24	12	28	21	18	25
Per 1,000 Service Opps	0.82	0.93	0.33	0.68	0.19	0.84	0.68	0.34	0.82	0.62	0.54	0.78

Customer Service Inquiries - Detail



Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the City of Lavon and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

City Account Grievances for the Period of 06/01/02026 - 06/30/02026

Date	Account	Address	Service Type	Service Code
06/04/02026	357675	720 LAKE VISTA LN	RESI	NOTE
06/04/02026	178974	819 CORN SILK DR	RESI	NOTE
06/04/02026	357806	869 ALDER DR	RESI	NOTE
06/05/02026	178620	753 POPPY LN	RESI	NOTE
06/18/02026	178000	533 GRACEFUL PL	RESI	NOTE
06/24/02026	177863	376 OAK CREEK DR	RESI	NOTE
06/24/02026	372463	466 HAYES ST	RESI	NOTE
				Total RESI: 7
06/04/02026	179401	515 COOLIDGE LN	RESI-BULK	BULK/BRUSH
06/04/02026	371541	682 POPPY LN	RESI-BULK	BULK
06/04/02026	179329	973 ROLLING MEADOW DR	RESI-BULK	BULK
06/09/02026	371541	682 POPPY LN	RESI-BULK	BULK
06/15/02026	371541	682 POPPY LN	RESI-BULK	BULK
06/18/02026	363006	325 WINDMILL DR	RESI-BULK	BULK

Total RESI-BULK: 6				
06/04/02026	177146	320 FORDER CT	RESI-RECYCLE	95G RL REC SERVICE MISSED
06/11/02026	179221	641 JOHNSON DR	RESI-RECYCLE	95G ASL REC SERVICE MISSED
06/12/02026	177146	320 FORDER CT	RESI-RECYCLE	SERVICE RECYCLE CART
06/26/02026	179273	664 QUINCY	RESI-RECYCLE	BULK MISSED 6/24 PLS RECOVER OR
Total RESI-RECYCLE: 4				
06/04/02026	371584	999 MEADOW HILL	RESI-TRASH	95G RL TRASH SERV MISSED
06/11/02026	179498	217 BURNETT DR	RESI-TRASH	95G RL TRASH SERV MISSED
06/11/02026	177227	350 GEREN DR	RESI-TRASH	95G RL TRASH SERV MISSED
06/11/02026	179094	748 EMERALD HTS	RESI-TRASH	95G RL TRASH SERV MISSED
06/11/02026	178205	925 CRESTED VIEW PL	RESI-TRASH	95G RL TRASH SERV MISSED
06/13/02026	372008	1247 UMBER WILLOW	RESI-TRASH	95G ASL TRASH SERV MISSED 6/10
06/17/02026	372163	1154 YUCCA AVE	RESI-TRASH	95G ASL TRASH SERV MISSED
06/17/02026	179552	631 CROCKETT DR	RESI-TRASH	95G ASL TRASH SERV MISSED
06/18/02026	372211	602 FRANKLIN LN	RESI-TRASH	95G RL TRASH SERV MISSED
06/18/02026	177379	772 CAMDEN DR	RESI-TRASH	95G ASL TRASH SERV MISSED 6/17
06/25/02026	178416	441 ROCKSTREAM DR	RESI-TRASH	95G RL TRASH SERV MISSED
06/25/02026	179385	962 CROCKETT DR	RESI-TRASH	95G RL TRASH SERV MISSED
Total RESI-TRASH: 12				
06/04/02026	179381	811 MEADOW HILL DR	RESI-YARD	YARD
06/23/02026	178460	981 CROKETT DR	RESI-YARD	SERVICE YARD MISSED 6/10,6/17
Total RESI-YARD: 2				
Total Inquiries: 31				

Collin County Tax Office
Detail Collections Report Summary

Printed 7/9/2026 4:08 PM

Page 1 of 1

Deposit Date from 6/1/2026 to 6/30/2026 and Tax Unit = {LAVON CITY} AND Exclude Overpay Refunds = True

	Type	Gen Operating	Interest Sinking	Special 1	Total
18 - LAVON CITY					
Current					
	Levy	7,554.16	4,542.15	0.00	12,096.31
	Interest	174.82	104.68	0.00	279.50
	Penalty	358.25	214.49	0.00	572.74
	Collection Fees	38.63	0.00	0.00	38.63
	Rendition Penalty	15.27	0.00	0.00	15.27
	Recalc Refund	(5,852.27)	(3,518.90)	0.00	(9,371.17)
	Recalc Refund P&I	(0.41)	(0.26)	0.00	(0.67)
	Current Total:	2,288.45	1,342.16	0.00	3,630.61
Delinquent					
	Levy	0.00	0.00	0.00	0.00
	Interest	0.00	0.00	0.00	0.00
	Penalty	0.00	0.00	0.00	0.00
	Collection Fees	0.00	0.00	0.00	0.00
	Recalc Refund	(5,913.23)	(4,955.43)	0.00	(10,868.66)
	Delinquent Total:	(5,913.23)	(4,955.43)	0.00	(10,868.66)
	Grand Total:	(3,624.78)	(3,613.27)	0.00	(7,238.05)

Collin County Tax Office
Detail Collections Report Summary

Printed 7/9/2026 4:14 PM

Page 1 of 1

Deposit Date from 10/1/2025 to 6/30/2026 and Tax Unit = {LAVON CITY} AND Exclude Overpay Refunds = True

Type	Gen Operating	Interest Sinking	Special 1	Total
18 - LAVON CITY				
Current				
Levy	3,814,035.90	2,293,309.44	0.00	6,107,345.34
Interest	1,421.15	853.97	0.00	2,275.12
Penalty	4,539.47	2,728.13	0.00	7,267.60
Collection Fees	54.74	0.00	0.00	54.74
Rendition Penalty	306.44	0.00	0.00	306.44
Excess Proceeds	109.13	0.00	0.00	109.13
VIT Overage Payment	2.79	0.00	0.00	2.79
Recalc Refund	(14,654.82)	(8,811.96)	0.00	(23,466.78)
Recalc Refund P&I	(0.96)	(0.58)	0.00	(1.54)
Current Total:	3,805,813.84	2,288,079.00	0.00	6,093,892.84
Delinquent				
Levy	10,346.39	7,748.49	0.00	18,094.88
Ag Levy	10,873.57	6,412.81	0.00	17,286.38
Interest	1,014.51	696.17	0.00	1,710.68
Penalty	824.62	623.90	0.00	1,448.52
Collection Fees	2,840.78	0.00	0.00	2,840.78
Rendition Penalty	44.21	0.00	0.00	44.21
Recalc Refund	(15,660.60)	(11,432.47)	0.00	(27,093.07)
Recalc Refund Collection Fees	(23.30)	0.00	0.00	(23.30)
Recalc Refund P&I	(21.39)	(13.42)	0.00	(34.81)
Delinquent Total:	10,238.79	4,035.48	0.00	14,274.27
Grand Total:	3,816,052.63	2,292,114.48	0.00	6,108,167.11

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2025 AND Year End Date = 07/01/2026 AND Month Range from 06/01/2026 to 06/30/2026 and Tax Units = {multiple}

18 - LAVON CITY

CURRENT YEAR INFORMATION

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
1,704,617,281	205,929,236	1,498,688,045	0.420000	6,294,489.79	6,162,782.98	131,707.45	6,294,490.43
Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
1,703,535,818	214,140,924	1,489,394,894	0.420000	6,255,458.55	6,133,913.57	121,545.62	6,255,459.19
Start Value	Net Value Adj	Start Value + Net Value Adj			Actual Current Value		
1,704,617,281	(1,081,463)	1,703,535,818			1,703,535,818		
Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj			Actual Current Exemption		
205,929,236	8,211,688	214,140,924			214,140,924		

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
2011	280.36	0.00	0.00	0.00	0.00	280.36	0.00	0.00
2012	2.92	0.00	0.00	0.00	0.00	2.92	0.00	0.00
2015	25.06	0.00	(25.06)	0.00	0.00	0.00	0.00	0.00
2016	25.06	0.00	0.00	0.00	0.00	25.06	0.00	0.00
2017	41.01	0.00	0.00	0.00	0.00	41.01	0.00	0.00
2018	134.69	0.00	0.00	0.00	0.00	134.69	0.00	0.00
2019	320.97	0.00	0.00	0.00	0.00	320.97	0.00	0.00
2020	65.23	0.00	0.00	0.00	0.00	65.23	0.00	0.00
2021	8,850.31	0.00	(59.88)	0.00	5,806.30	2,984.13	0.00	66.05
2022	12,341.23	0.00	(585.33)	0.00	5,088.12	6,667.78	0.00	43.28
2023	14,443.11	0.00	(3,809.77)	(21.00)	4,008.12	6,625.22	(0.05)	36.78
2024	14,493.87	(70.00)	(16,868.03)	(10,847.66)	(6,614.35)	4,240.19	(123.89)	0.00
2025	6,162,782.98	(216.08)	(28,869.41)	2,725.14	6,083,878.56	50,035.01	(1,099.98)	99.18
TOTAL	6,213,806.80	(286.08)	(50,217.48)	(8,143.52)	6,092,166.75	71,422.57	(1,223.92)	
DELQ TOTAL	51,023.82	(70.00)	(21,348.07)	(10,868.66)	8,288.19	21,387.56	(123.94)	

2833 - Lavon, City of (General Obligation Debt)

Report - Lavon, City of (General Obligation Debt) / Sales Tax Data

The charts below contain sales tax revenue allocated each month by the Texas State Comptroller. Please contact and search the [Texas Comptroller's website](#) if you notice an incorrect amount.

For example, the February allocations reflect December sales, collected in January and allocated in February.

*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

[View Grid Based on Calendar Year](#)

[View Grid With All Years](#)

 [Download to Excel](#)

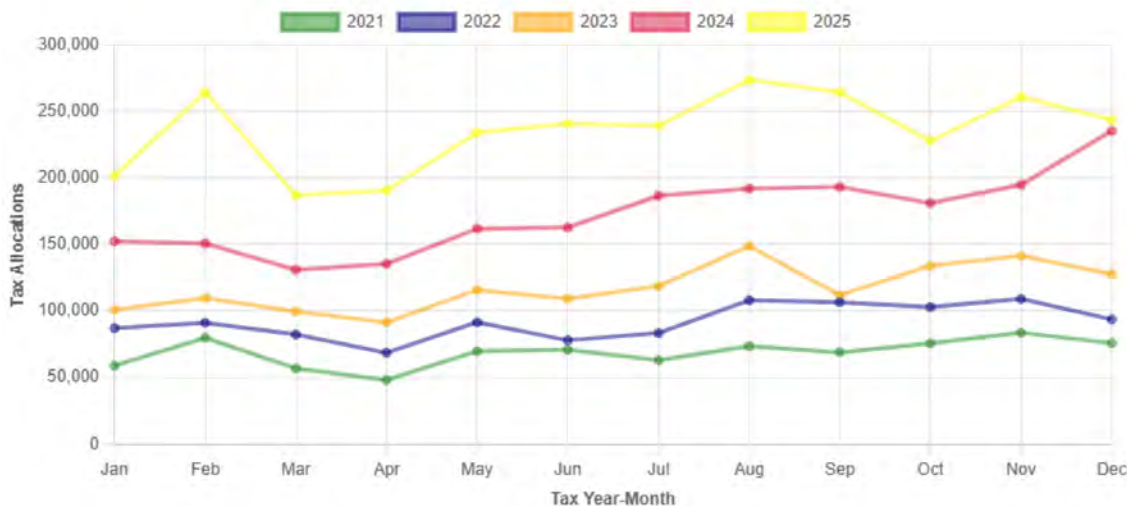
Lavon

Change Fiscal Year
End

09/30/2027

Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	\$227,682	\$260,858	\$243,523	\$227,482	\$263,856	\$210,666	\$203,217	\$269,385	\$250,361	\$255,659	\$0	\$0	\$2,412,688
2025	\$180,996	\$194,857	\$235,289	\$201,314	\$264,324	\$186,890	\$190,696	\$234,222	\$240,769	\$239,155	\$273,584	\$264,428	\$2,706,523
2024	\$134,039	\$141,570	\$127,841	\$152,417	\$150,800	\$131,069	\$135,523	\$161,850	\$162,865	\$186,605	\$191,992	\$193,307	\$1,869,879
2023	\$102,983	\$109,154	\$93,701	\$100,881	\$109,816	\$99,622	\$91,542	\$115,892	\$109,339	\$118,823	\$148,816	\$112,044	\$1,312,613
2022	\$75,699	\$83,649	\$75,926	\$87,161	\$91,220	\$82,408	\$68,743	\$91,544	\$78,074	\$83,361	\$108,100	\$106,687	\$1,032,574
2021	\$52,096	\$90,909	\$56,718	\$58,898	\$80,039	\$56,878	\$48,350	\$69,834	\$70,944	\$63,068	\$73,676	\$68,987	\$790,396
2020	\$35,846	\$44,260	\$40,667	\$40,349	\$56,602	\$39,533	\$40,351	\$48,207	\$51,191	\$53,631	\$54,745	\$54,314	\$559,696
2019	\$38,730	\$39,419	\$35,260	\$35,116	\$41,596	\$32,296	\$34,749	\$42,410	\$33,403	\$32,771	\$43,642	\$37,975	\$447,367
2018	\$27,837	\$27,458	\$27,603	\$34,883	\$38,663	\$28,296	\$32,210	\$41,357	\$37,397	\$38,763	\$43,030	\$35,374	\$412,870
2017	\$22,849	\$24,877	\$22,304	\$23,334	\$28,270	\$17,054	\$17,410	\$22,051	\$21,074	\$23,146	\$25,990	\$25,733	\$274,094
2016	\$18,554	\$24,151	\$17,624	\$16,738	\$23,265	\$18,517	\$17,691	\$24,381	\$25,242	\$24,250	\$25,789	\$22,468	\$258,670
2015	\$16,213	\$17,336	\$16,025	\$15,458	\$20,264	\$16,418	\$15,845	\$20,890	\$16,999	\$18,497	\$23,514	\$20,100	\$217,559
2014	\$12,032	\$14,975	\$11,935	\$11,898	\$19,981	\$12,109	\$11,920	\$21,846	\$14,703	\$14,625	\$18,397	\$14,846	\$179,266
2013	\$11,166	\$15,054	\$12,518	\$10,998	\$14,996	\$8,945	\$11,649	\$14,195	\$13,186	\$13,097	\$14,801	\$13,139	\$153,743
2012	\$9,075	\$15,224	\$9,414	\$10,525	\$12,667	\$8,695	\$11,343	\$13,292	\$12,186	\$12,749	\$13,134	\$11,847	\$140,152
2011	\$8,990	\$10,146	\$10,217	\$8,568	\$12,089	\$7,877	\$8,777	\$13,275	\$11,177	\$9,920	\$13,226	\$10,718	\$124,980
2010	\$11,983	\$12,813	\$9,335	\$8,985	\$9,570	\$8,152	\$7,584	\$10,791	\$10,820	\$10,174	\$12,293	\$8,167	\$120,668
2009	\$10,655	\$14,185	\$10,830	\$7,074	\$12,022	\$7,044	\$7,416	\$13,001	\$9,537	\$9,769	\$10,693	\$13,639	\$125,864
2008	\$9,001	\$13,869	\$10,505	\$6,439	\$15,097	\$6,019	\$3,917	\$10,012	\$5,481	\$7,609	\$13,184	\$7,853	\$108,986
2007	\$10,725	\$14,759	\$7,398	\$6,567	\$11,434	\$7,902	\$8,989	\$13,114	\$8,797	\$7,037	\$16,120	\$10,821	\$123,662

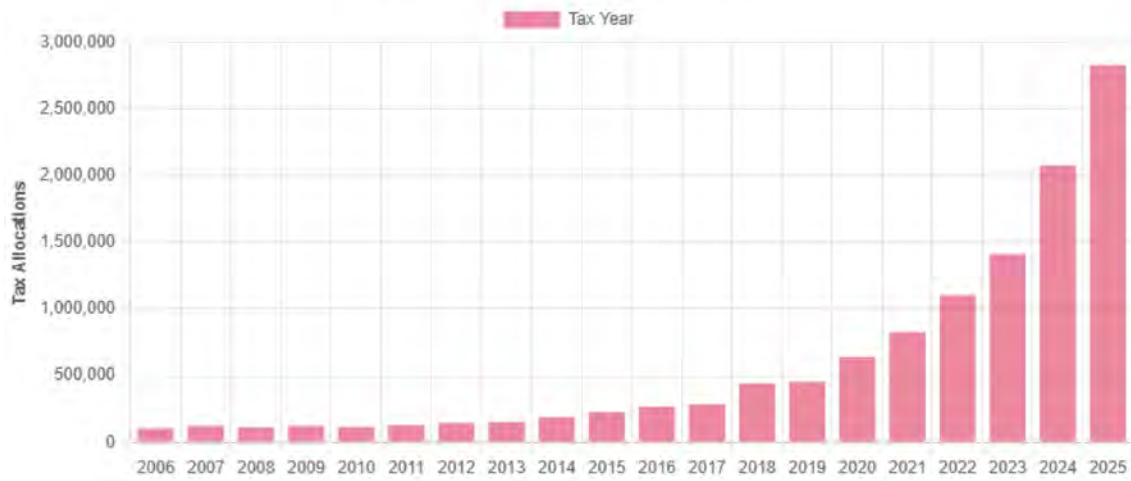
Monthly - Sales Tax Allocations - By Calendar Year



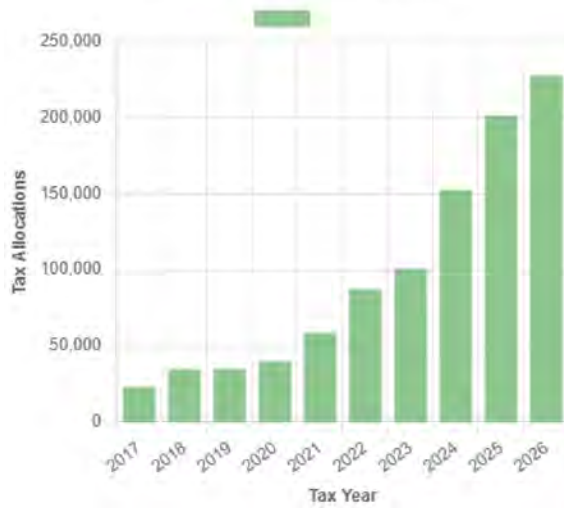
Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30



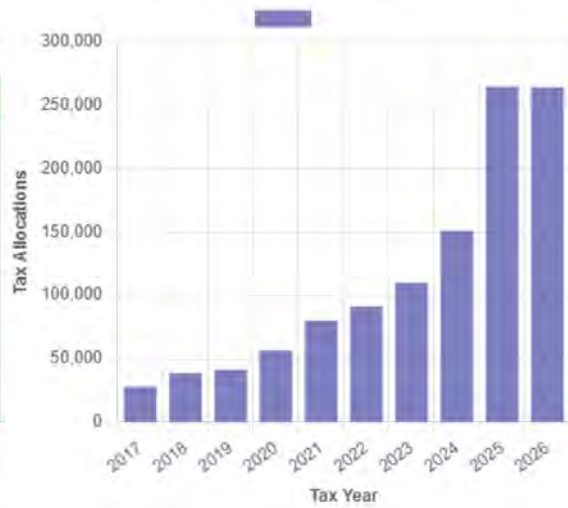
Yearly - Sales Tax Allocations - Past 20 Years



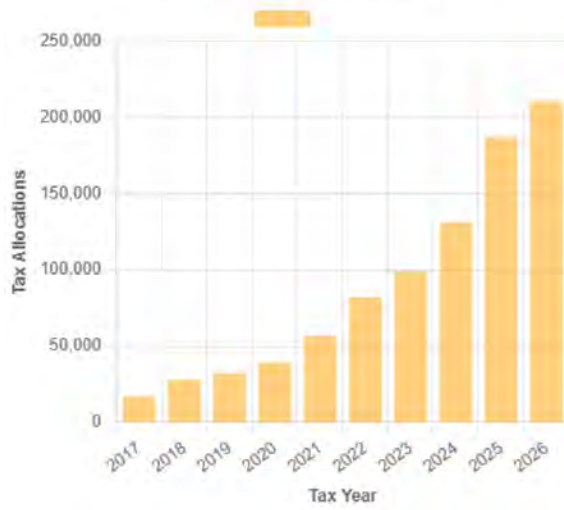
January - Sales Tax Allocations by Year



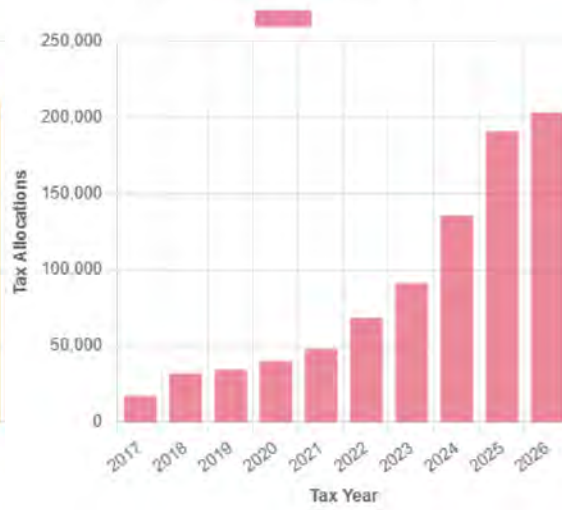
February - Sales Tax Allocations by Year



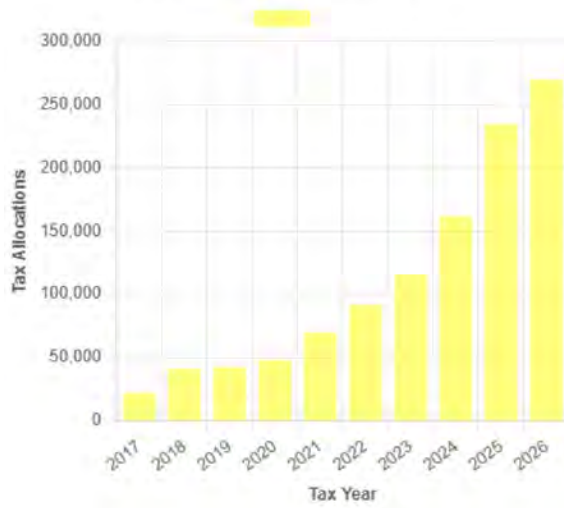
March - Sales Tax Allocations by Year



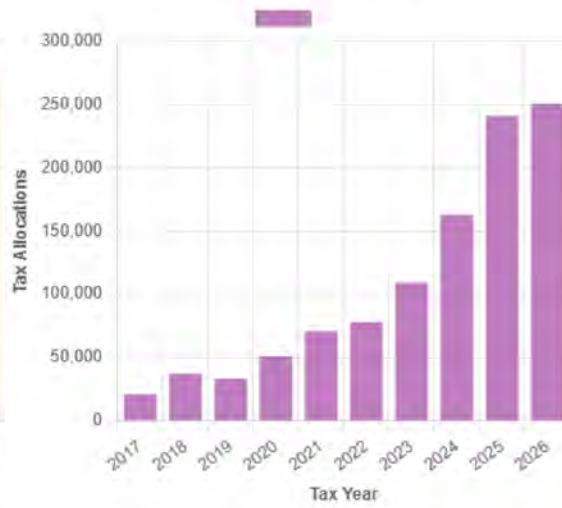
April - Sales Tax Allocations by Year



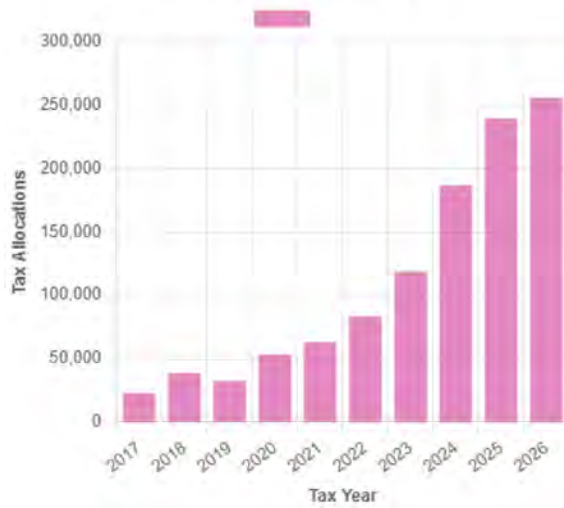
May - Sales Tax Allocations by Year



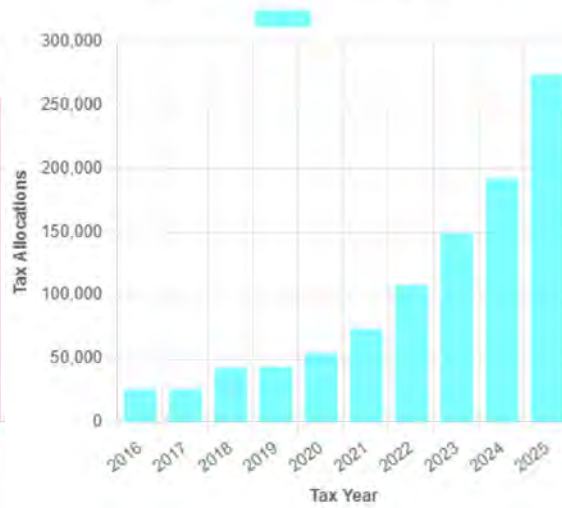
June - Sales Tax Allocations by Year



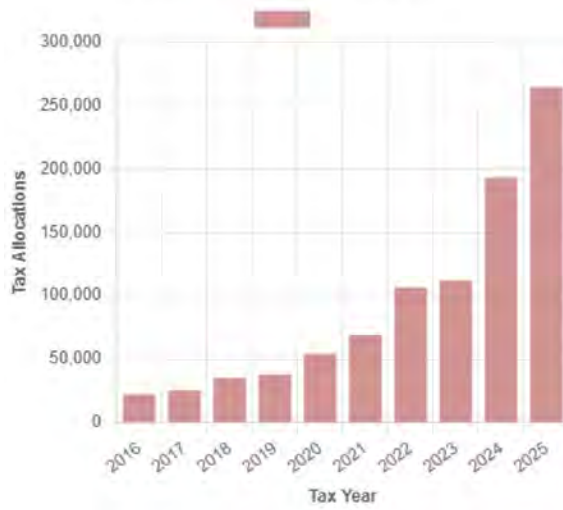
July - Sales Tax Allocations by Year



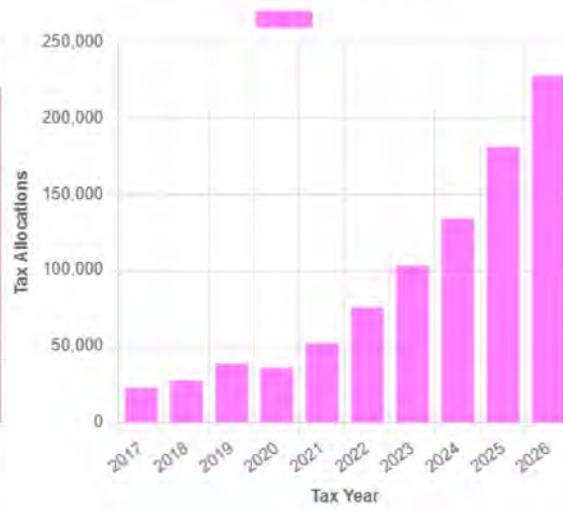
August - Sales Tax Allocations by Year



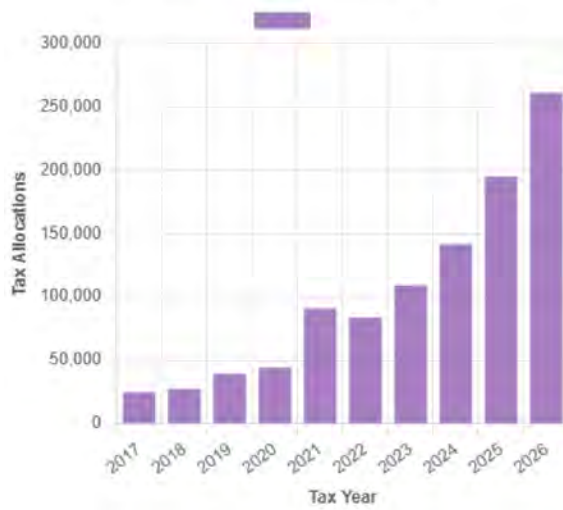
September - Sales Tax Allocations by Year



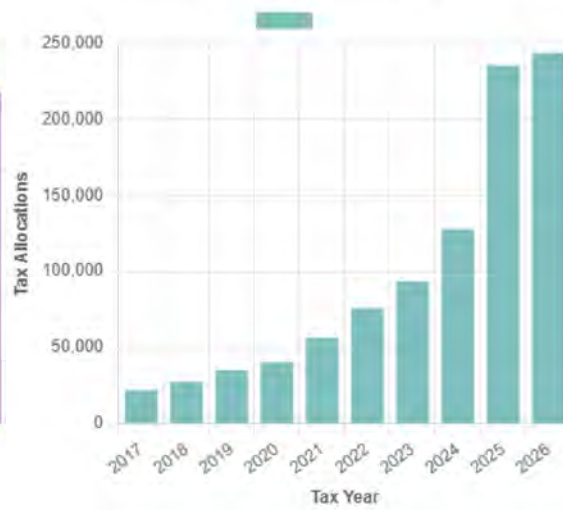
October - Sales Tax Allocations by Year



November - Sales Tax Allocations by Year



December - Sales Tax Allocations by Year



City of Lavon

Monthly Financial Report

6/30/2026

	Budget	YTD	Remaining	% Budget
General Fund				
Other Funding	8,379,533	8,379,533		
Revenue	10,793,810	9,341,354	1,452,456	86.54%
Expenses	13,541,507	10,101,834	3,439,672	74.60%
Ending Resources	5,631,836	7,619,053		
Interest & Sinking				
Beginning Resources	519,475	384,230		
Revenue	2,225,505	2,153,928	(26,646)	96.78%
Expenses	2,217,550	1,216,595	1,000,955	54.86%
Ending Resources	527,430	1,321,563		
Street Repairs Fund - Sales Tax Funded				
Beginning Resources	407,613	2,064,613		
Revenue	825,000	539,257	285,743	65.36%
Expenses	825,000	37,160	462,840	4.50%
Ending Resources	407,613	2,566,710		
Municipal Court Building Security & Technology Fund				
Beginning Resources	3,765	13,821		
Revenue	10,500	7,270	3,230	69.24%
Expenses	17,800	8,533	9,267	47.94%
Ending Resources	(3,535)	12,558		
TIRZ 2 Fund				
Beginning Resources	179,226	185,233		
Revenue	231,500	495,258	(263,758)	213.93%
Expenses	25,000	489,279	(464,279)	1957.12%
Ending Resources	385,726	191,212		
Public Safety Fees Fund				
Beginning Resources	1,085,800	1,069,000		
Revenue	-	209,500	(209,500)	NA
Expenses	150,000	50,164	99,837	33.44%
Ending Resources	935,800	1,228,337		
FEMA Grant Fund				
Beginning Resources	-	-		
Revenue	307,107	-	307,107	-
Expenses	307,107	36,938	270,170	0
Ending Resources	-	(36,938)		
Utilities				
Beginning Resources	11,296,585	11,296,585		
Revenue	7,105,000	7,032,265	72,735	98.98%
Expenses	8,864,300	3,477,862	5,386,438	39.23%
Ending Resources	9,537,285	14,850,987		
Economic Development Corp				
Beginning Resources	1,436,464	1,396,023		
Revenue	585,000	579,223	5,777	99.01%
Expenses	2,021,464	492,807	1,528,657	24.38%
Ending Resources	-	1,482,438		
EDC Construction Fund				
Beginning Resources	1,025,150	988,434		
Revenue	-	94,416	(94,416)	NA
Expenses	1,025,150	785,231	239,919	76.60%
Ending Resources	-	297,619		

City of Lavon

General Fund Summary

6/30/2026

	Budget	YTD	Remaining	% Budget
REVENUES				
Total Taxes	5,650,820	4,878,949	608,555	86%
Total Transfers	1,432,600	1,432,600	-	100%
Total Other General Government	101,000	374,253	(273,253)	371%
Administration	30,000	23,500	6,500	78%
Municipal Court	132,500	103,243	29,257	78%
Police	1,000	3,140	(2,140)	314%
Fire	402,990	424,235	(21,245)	105%
Parks & Rec	-	105	(105)	0%
Development Services	3,042,900	2,101,329	941,571	69%
Total Revenues	10,793,810	9,341,354	1,289,140	87%
EXPENDITURES				
OPERATIONS				
Administration	1,050,121	768,947	281,174	73%
Non-Departmental	1,328,700	1,347,064	(18,364)	101%
Municipal Court	106,330	65,290	41,040	61%
Police	3,438,209	2,378,711	1,059,498	69%
Fire	2,981,505	2,071,709	909,796	69%
Parks & Rec	15,000	2,275	12,725	15%
Development Services	1,670,091	1,126,514	543,577	67%
Public Works	1,052,182	629,929	422,253	60%
Total Operations Expenditures	11,642,137	8,390,439	3,251,697	72%
CAPITAL				
Administration Capital Outlay	-	-	-	NA
Non-Departmental Capital Outlay	34,820	6,974	27,846	20%
Police Capital Outlay	355,200	226,776	128,424	64%
Fire Capital Outlay	1,509,350	1,477,645	31,705	98%
Parks & Rec Capital Outlay	-	-	-	NA
Development Services Capital Outlay	-	-	-	NA
Public Works Capital Outlay	-	-	-	NA
Total Capital Outlay	1,899,370	1,711,395	187,975	90%
Total Expenditures	13,541,507	10,101,834	3,439,672	75%

GENERAL FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% of BUDGET
ESTIMATED BEGINNING RESOURCES					
	Est. Beg. Resources - Unrestricted/Required Fu	2,656,193	2,656,193		
	Est. Beg. Resources - Assigned for Capital Expe	5,723,340	5,723,340		
REVENUES					
Taxes					
10-00-4001	Property Taxes	3,834,470	3,817,219	17,251	99.55%
10-00-4040	Sales & Use Tax	1,650,000	1,078,515	571,485	65.36%
10-00-4045	Mixed Beverage Sales Tax	10,000	13,793	(3,793)	137.93%
10-00-4060	Franchise Fees	300,000	276,388	23,612	92.13%
10-00-48xx	Transfer Property Taxes to TIRZ 2	(143,650)	(306,966)	NA	213.69%
	Total Taxes	5,650,820	4,878,949	608,555	86.34%
Other General Government					
10-00-4500	Interest Income	100,000	336,437	(236,437)	336.44%
10-00-4799	Miscellaneous Revenue	1,000	37,816	(36,816)	3781.64%
	Total Other General Government	101,000	374,253	(273,253)	370.55%
Transfers In					
10-00-4801	Transfer from Utility Fund - Sewer	700,000	700,000	-	100.00%
10-00-4802	Transfer from Utility Fund - Solid Waste	149,000	149,000	-	100.00%
10-00-4808	Transfer from Utility Fund - Sewer (Debt)	583,600	583,600	-	100.00%
	Total Transfers	1,432,600	1,432,600	-	100.00%
Administration					
10-10-4101	PID Administrative Services	30,000	3,000	27,000	10.00%
10-10-4602	Donations - City Programs	-	20,500	(20,500)	NA
	Total Administration	30,000	23,500	6,500	78.33%
Municipal Court					
10-25-4215	Court Fees	131,750	102,732	29,018	77.98%
10-25-4219	Court - Payment Plan Fees	750	347	403	46.27%
10-25-4220	Mun Court Omnibase Reimb	-	164	(164)	NA
	Total Municipal Court	132,500	103,243	29,257	77.92%
Police Department					
10-45-4195	Program Fees	1,000	1,140	(140)	NA
10-45-4602	Donations - Police	-	2,000	(2,000)	NA
	Total Police Department	1,000	3,140	(2,140)	314.00%
Fire Department					
10-55-4160	MUD Service Contracts	150,000	385,261	(235,261)	256.84%
10-55-4161	Surefire Reimbursements	25,000	11,094	13,906	44.38%
10-55-4162	Collin County Service Contract	-	23,375	(23,375)	NA
10-55-4164	Miscellaneous Service Contracts	-	3,000	(3,000)	NA
10-55-4455	Grant Revenue	227,990	700	227,290	0.31%
10-55-4602	Donations	-	805	(805)	NA
	Total Fire Department	402,990	424,235	(21,245)	105.27%
Parks & Rec Department					
10-65-4130	Facility Rental	-	105	(105)	NA
	Total Parks & Rec Department	-	105	(105)	NA
Development Services					
10-75-4271	Residential Rental Property Registration	35,000	12,675	22,325	36.21%
10-75-4305	General Permits	400,000	426,317	(26,317)	106.58%
10-75-4310	Land Use Application Fees	100,000	54,080	45,920	54.08%
10-75-4315	New Building Permits	2,000,000	1,249,904	750,096	62.50%
10-75-4325	Food Service Inspection Permits	7,500	9,010	(1,510)	120.13%
10-75-4350	OSSF Permits	400	-	400	0.00%
10-75-4355	Infrastructure Inspection Fees	500,000	349,342	150,658	69.87%
	Total Development Services	3,042,900	2,101,329	941,571	69.06%
Total General Fund Revenues		10,793,810	9,341,354	1,452,456	86.54%
Total Source of Funds		19,173,343	17,720,887	1,452,456	92.42%

GENERAL FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% of BUDGET
EXPENDITURES					
Administration Services					
10-10-5000	Salaries & Wages	500,860	367,755	133,105	73%
10-10-5001	Part-time Wages	48,140	39,527	8,613	NA
10-10-5011	Overtime	1,000	1,057	(57)	106%
10-10-5025	Health Insurance	75,960	52,518	23,442	69%
10-10-5030	Payroll Taxes	42,075	29,101	12,975	69%
10-10-5035	Retirement	109,509	81,772	27,737	75%
10-10-5040	Texas Workforce Commission	1,202	1,089	113	91%
10-10-5045	Workers Comp	1,875	1,011	864	54%
10-10-5100	Office Supplies	4,500	2,428	2,072	54%
10-10-5101	Council Supplies	1,500	1,891	(391)	126%
10-10-5107	Community Event Supplies	25,000	53,963	(28,963)	216%
10-10-5190	Furniture & Office Equipment	3,000	2,335	665	78%
10-10-5401	Attorney	45,000	35,938	9,062	80%
10-10-5410	Auditor	20,000	13,500	6,500	68%
10-10-5425	Tax Assessor/Collector	6,000	2,307	3,693	38%
10-10-5430	Central Appraisal District	37,000	30,229	6,771	82%
10-10-5440	Professional Services - Other	50,000	690	49,310	1%
10-10-5510	Advertising & Legal Notices	27,000	8,903	18,097	33%
10-10-5520	SAAS Contracts (software/app service)	13,000	4,402	8,598	34%
10-10-5545	Election Services	9,500	14,552	(5,052)	153%
10-10-5700	Membership Dues & Fees	6,500	7,710	(1,210)	119%
10-10-5720	Travel & Meals	3,500	4,217	(717)	120%
10-10-5725	Training & Licenses	4,500	4,320	180	96%
10-10-5730	Staff Development	6,000	1,084	4,916	18%
10-10-5735	Council Training & Travel	7,500	6,649	851	89%
	Total Administration Operations	1,050,121	768,947	281,174	73%
Admin Capital Outlay					
10-10-9103	Improvements	-	-	-	NA
	Total Admin Capital Outlay	-	-	-	NA
	Total Admin Services	1,050,121	768,947	281,174	73%

GENERAL FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% of BUDGET
Non-Departmental					
10-15-5035	Retirement	1,127,700	1,127,700	-	100%
10-15-5100	Office Supplies	8,000	6,212	1,788	78%
10-15-5200	Phone, Internet	8,000	4,680	3,320	58%
10-15-5210	Electricity	6,000	4,986	1,014	83%
10-15-5220	Natural Gas	6,500	5,402	1,098	83%
10-15-5230	Water	2,000	512	1,488	26%
10-15-5305	Building Maintenance	15,000	6,750	8,250	45%
10-15-5310	Grounds Maintenance	2,000	-	2,000	0%
10-15-5440	Professional Services - Other	10,000	18,000	(8,000)	180%
10-15-5460	Insurance - Management Liability	8,000	8,959	(959)	112%
10-15-5470	Insurance - Facilities	41,000	38,713	2,287	94%
10-15-5475	Insurance - Vehicles & Equipment	36,000	34,720	1,280	96%
10-15-5520	SAAS Contracts (software/app service)	19,000	46,112	(27,112)	243%
10-15-5525	Technology Services Contract	25,000	34,573	(9,573)	138%
10-15-5540	Cleaning Service	7,500	5,290	2,210	71%
10-15-5601	Office/Equipment Leases	7,000	4,455	2,545	64%
Total Non-Departmental Operations		1,328,700	1,347,064	(18,364)	101%
Non-Departmental Capital Outlay					
10-15-9103	Improvements	24,820	-	24,820	0%
10-15-9104	Furnishings	10,000	6,974	3,026	70%
Total Non-Departmental Capital Outlay		34,820	6,974	27,846	20%
Total Non-Departmental		1,363,520	1,354,038	9,482	99%
Municipal Court Services					
10-25-5000	Salaries & Wages	47,000	34,389	12,611	73%
10-25-5011	Overtime	1,000	1,815	(815)	182%
10-25-5025	Health Insurance	12,660	758	11,902	6%
10-25-5030	Payroll Taxes	3,672	2,773	899	76%
10-25-5035	Retirement	9,898	7,387	2,511	75%
10-25-5040	Texas Workforce Commission	100	171	(71)	171%
10-25-5045	Workers Comp	250	144	106	58%
10-25-5100	Office Supplies	2,000	160	1,840	8%
10-25-5190	Furniture & Office Equipment	500	-	500	0%
10-25-5402	Judge	8,500	3,885	4,615	46%
10-25-5403	Prosecutor	13,000	9,038	3,963	70%
10-25-5515	Credit Card Contract	6,500	4,346	2,154	67%
10-25-5546	Jury Service	250	-	250	0%
10-25-5725	Training & Licenses	1,000	425	575	43%
Total Municipal Court		106,330	65,290	41,040	61%

GENERAL FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% of BUDGET
Police Services					
10-45-5000	Salaries & Wages	1,844,530	1,251,051	593,479	68%
10-45-5001	Part-time Wages	-	1,848	(1,848)	NA
10-45-5011	Overtime	50,000	51,473	(1,473)	103%
10-45-5025	Health Insurance	291,180	202,537	88,643	70%
10-45-5030	Payroll Taxes	144,932	99,052	45,879	68%
10-45-5035	Retirement	384,674	262,960	121,714	68%
10-45-5040	Texas Workforce Commission	14,387	3,842	10,546	27%
10-45-5045	Workers Comp	68,506	40,149	28,358	59%
10-45-5100	Office Supplies	10,000	9,951	49	100%
10-45-5103	Community Policing Supplies	13,000	7,286	5,714	56%
10-45-5105	Child Abuse Interlocal - Supplies	1,500	1,500	-	100%
10-45-5125	Operating Supplies	8,500	10,785	(2,285)	127%
10-45-5155	Uniforms	26,500	12,150	14,350	46%
10-45-5160	Personal Protection Equipment	19,200	23,117	(3,917)	120%
10-45-5190	Furniture & Office Equipment	15,000	4,189	10,811	28%
10-45-5195	Tools & Equipment - not cap	30,000	20,463	9,537	68%
10-45-5200	Phone, Internet	48,000	28,786	19,214	60%
10-45-5210	Electricity	12,000	6,984	5,016	58%
10-45-5230	Water	1,000	521	479	52%
10-45-5240	Fuel	51,500	40,388	11,112	78%
10-45-5305	Building Maintenance	8,000	5,976	2,024	75%
10-45-5315	Vehicle Maintenance	45,500	31,534	13,966	69%
10-45-5325	Equipment Maintenance	5,000	5,842	(842)	117%
10-45-5465	Insurance - Law Enforcement Liability	19,300	20,588	(1,288)	107%
10-45-5520	SAAS Contracts (software/app service)	147,000	92,589	54,411	63%
10-45-5530	Medical Services	2,000	375	1,625	19%
10-45-5540	Cleaning Service	13,000	7,545	5,455	58%
10-45-5548	Dispatch Service	115,000	102,928	12,072	90%
10-45-5551	Inmate Boarding Contract	12,000	9,125	2,875	76%
10-45-5552	Animal Control Service	7,000	4,688	2,313	67%
10-45-5560	Contract Labor	1,000	315	685	32%
10-45-5700	Membership Dues & Fees	2,500	507	1,993	20%
10-45-5720	Travel & Meals	7,000	4,850	2,150	69%
10-45-5725	Training & Licenses	19,500	12,818	6,682	66%
	Total Police Operations	3,438,209	2,378,711	1,059,498	69%
Police Capital Outlay					
10-45-9103	Improvements	9,100	-	9,100	0%
10-45-9220	Vehicle	321,000	202,114	118,886	63%
10-45-9221	Equipment	25,100	24,662	438	98%
	Total Police Capital Outlay	355,200	226,776	128,424	64%
	Total Police Services	3,793,409	2,605,487	1,187,921	69%

GENERAL FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% of BUDGET
Fire Services					
10-55-5000	Salaries & Wages	1,359,150	1,017,982	341,168	75%
10-55-5001	Part-time Wages	157,170	79,957	77,214	51%
10-55-5011	Overtime	60,000	69,842	(9,842)	116%
10-55-5025	Health Insurance	215,220	139,238	75,982	65%
10-55-5030	Payroll Taxes	120,588	88,027	32,562	73%
10-55-5035	Retirement	283,932	207,137	76,795	73%
10-55-5040	Texas Workforce Commission	10,601	3,674	6,928	35%
10-55-5045	Workers Comp	46,693	36,485	10,207	78%
10-55-5100	Office Supplies	5,000	2,324	2,676	46%
10-55-5125	Operating Supplies	25,000	9,136	15,864	37%
10-55-5130	EMS Supplies	55,000	27,855	27,145	51%
10-55-5155	Uniforms	41,500	27,617	13,883	67%
10-55-5160	Personal Protection Equipment	71,000	8,410	62,590	12%
10-55-5190	Furniture & Office Equipment	4,000	1,412	2,588	35%
10-55-5195	Tools & Equipment	40,000	47,814	(7,814)	120%
10-55-5200	Phone, Internet	7,500	4,857	2,643	65%
10-55-5210	Electricity	10,000	6,396	3,604	64%
10-55-5220	Natural Gas	5,000	1,082	3,918	22%
10-55-5230	Water	2,500	1,389	1,111	56%
10-55-5240	Fuel	20,000	12,691	7,309	63%
10-55-5305	Building Maintenance	10,000	5,272	4,728	53%
10-55-5315	Vehicle Maintenance	6,000	5,240	760	87%
10-55-5316	Apparatus Maintenance	85,000	39,687	45,313	47%
10-55-5325	Equipment Maintenance	21,000	8,172	12,828	39%
10-55-5330	Storm Siren O&M	2,000	101	1,899	5%
10-55-5440	Professional Services - Other	3,000	800	2,200	27%
10-55-5520	SAAS Contracts (software/app service)	40,000	34,826	5,174	87%
10-55-5530	Medical Services	25,000	11,492	13,508	46%
10-55-5536	Ambulance Service	177,000	134,997	42,003	76%
10-55-5540	Cleaning Service	3,900	3,005	895	77%
10-55-5547	Fire Marshal Contract	2,000	-	2,000	0%
10-55-5548	Dispatch Service	-	-	-	NA
10-55-5549	Fire Alarm Monitoring Service	1,000	-	1,000	0%
10-55-5560	Contract Labor	30,000	16,938	13,062	56%
10-55-5700	Membership Dues & Fees	5,000	1,045	3,955	21%
10-55-5720	Travel & Meals	9,250	6,520	2,730	70%
10-55-5725	Training & Licenses	21,500	10,287	11,213	48%
	Total Fire Operations	2,981,505	2,071,709	909,796	69%
Fire Capital Outlay					
10-55-9103	Improvements	10,310	-	10,310	0%
10-55-9220	Vehicle	10,000	50,458	(40,458)	505%
10-55-9223	CIP-19 Fire Engine	1,414,000	1,352,147	61,853	96%
10-55-9225	CIP-22 Outdoor Warning Siren Improvments	75,040	75,040	0	100%
	Total Fire Capital Outlay	1,509,350	1,477,645	31,705	98%
	Total Fire Services	4,490,855	3,549,354	941,500	79%

GENERAL FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% of BUDGET
Parks & Rec Department					
10-65-5310	Grounds Maintenance	15,000	2,275	12,725	15%
	Total Parks & Rec Operations	15,000	2,275	12,725	15%
Parks & Rec Capital Outlay					
10-65-9103	Improvements	-	-	-	NA
	Total Parks & Rec Capital	-	-	-	NA
	Total Parks & Rec Department	15,000	2,275	12,725	15%
Development Services					
10-75-5000	Salaries & Wages	154,525	55,400	99,125	36%
10-75-5001	Part-time Wages	-	4,038	(4,038)	NA
10-75-5011	Overtime	4,000	1,704	2,296	43%
10-75-5025	Health Insurance	25,320	10,053	15,267	40%
10-75-5030	Payroll Taxes	13,458	1,137	12,321	8%
10-75-5035	Retirement	29,451	11,531	17,920	39%
10-75-5040	Texas Workforce Commission	919	171	748	19%
10-75-5045	Workers Comp	2,567	386	2,182	15%
10-75-5155	Uniforms	1,250	145	1,105	12%
10-75-5190	Furniture & Office Equipment	2,000	-	2,000	0%
10-75-5200	Phone, Internet	600	-	600	0%
10-75-5240	Fuel	3,000	404	2,596	13%
10-75-5315	Vehicle Maintenance	3,000	117	2,883	4%
10-75-5415	Engineer	150,000	36,033	113,967	24%
10-75-5440	Professional Services - Other	175,000	348,010	(173,010)	199%
10-75-5520	SAAS Contracts (software/app service)	16,000	10,812	5,188	68%
10-75-5565	Code Enforcement Services	10,000	-	10,000	0%
10-75-5570	Inspection Services - Buildings	900,000	591,699	308,301	66%
10-75-5571	Inspection Services - Infrastructure	50,000	12,630	37,370	25%
10-75-5572	Inspection Services - Food Service	25,000	5,563	19,438	22%
10-75-5589	Sales Tax Incentive Rebate	100,000	36,030	63,970	36%
10-75-5720	Employee Travel	2,000	73	1,927	4%
10-75-5725	Employee Training	2,000	580	1,420	29%
	Total Development Services Operations	1,670,091	1,126,514	543,577	67%
Development Services Capital Outlay					
10-75-9103	Improvements	-	-	-	NA
	Total Development Services Capital Outlay	-	-	-	NA
	Total Development Services	1,670,091	1,126,514	543,577	67%

GENERAL FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% of BUDGET
Public Works Services					
10-80-5000	Salaries & Wages	390,675	278,046	112,629	71%
10-80-5001	Part-time Wages	16,000	-	16,000	0%
10-80-5011	Overtime	5,000	5,108	(108)	102%
10-80-5025	Health Insurance	88,620	70,130	18,490	79%
10-80-5030	Payroll Taxes	31,493	24,921	6,573	79%
10-80-5035	Retirement	79,521	57,264	22,256	72%
10-80-5040	Texas Workforce Commission	1,895	1,299	596	69%
10-80-5045	Workers Comp	20,203	9,072	11,130	45%
10-80-5100	Office Supplies	1,000	354	646	35%
10-80-5102	MS-4 Educational Supplies	250	-	250	0%
10-80-5125	Operating Supplies	4,000	2,212	1,788	55%
10-80-5155	Uniforms	6,500	4,631	1,869	71%
10-80-5190	Furniture & Office Equipment	500	-	500	0%
10-80-5195	Tools & Equipment	6,000	4,777	1,223	80%
10-80-5200	Phone, Internet	5,000	2,690	2,310	54%
10-80-5210	Electricity	8,000	1,933	6,067	24%
10-80-5211	Electricity - Street Lights	160,000	114,675	45,325	72%
10-80-5230	Water	1,500	417	1,083	28%
10-80-5240	Fuel	18,000	8,805	9,195	49%
10-80-5305	Building Maintenance	3,000	359	2,641	12%
10-80-5310	Grounds Maintenance	17,000	15,474	1,526	91%
10-80-5315	Vehicle Maintenance	10,000	1,712	8,288	17%
10-80-5325	Equipment Maintenance	15,000	2,097	12,903	14%
10-80-5335	Street Maintenance	20,000	6,819	13,181	34%
10-80-5340	Sign Maintenance	10,000	5,164	4,836	52%
10-80-5355	Drainage Maintenance	100,000	1,727	98,273	2%
10-80-5385	Mosquito Control	22,000	9,620	12,380	44%
10-80-5395	Septic System Maintenance	800	-	800	0%
10-80-5530	Medical Services	575	100	475	17%
10-80-5700	Membership Dues & Fees	150	-	150	0%
10-80-5720	Travel & Meals	1,500	175	1,325	12%
10-80-5725	Training & Licenses	8,000	348	7,652	4%
	Total Public Works Operations	1,052,182	629,929	422,253	60%
Public Works Capital Outlay					
10-80-9221	Equipment	-	-	-	NA
	Total Capital Outlay	-	-	-	NA
	Total Public Works Services	1,052,182	629,929	422,253	60%
Total General Fund Expenditures		13,541,507	10,101,834	3,439,672	75%
Change in Financial Position		(2,747,697)	(760,480)		
ESTIMATED ENDING RESOURCES (Net)		5,631,836	7,619,053		

DEBT SERVICE (I&S) FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES		519,475	384,230		
REVENUE					
50-00-4005	Property Taxes - I&S	2,303,855	2,298,510	5,345	100%
50-00-4517	Interest - IB I&S	8,000	39,990	(31,990)	500%
50-00-48xx	Transfer Property Taxes to TIRZ 2	(86,350)	(184,573)	98,223	214%
Total Revenues		2,225,505	2,153,928	(26,646)	97%
EXPENDITURES					
50-10-5790	Debt Administration	168,350	6,095	162,255	4%
50-10-5822	2020 CO Principal	590,000	590,000	-	100%
50-10-5823	2020 CO Interest	471,400	241,600	229,800	51%
50-10-5824	2023 CO Principal	230,000	-	230,000	0%
50-10-5825	2023 CO Interest	757,800	378,900	378,900	50%
Total Expenditures		2,217,550	1,216,595	1,000,955	55%
Change in Financial Position		7,955	937,333		
ESTIMATED ENDING RESOURCES (Net)		527,430	1,321,563		

STREET FUND Maintenance/Construction		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES		407,613	2,064,613		
Street Repair Fund Revenue					
17-00-4041	Sales Tax - Dedicated Streets	825,000	539,257	285,743	65%
Total Street Repair Fund Revenue		825,000	539,257	285,743	
Street Repair Fund Expenditure					
17-80-5335	Street Maintenance	500,000	7,380	492,620	1%
17-80-9421	CIP-40 Lavon Trail Pkwy - Presidents to Rosewr	-	29,780	(29,780)	NA
17-80-9426	CIP-36 Lake Road Paving - Ph 2	-	-	-	NA
17-80-xxxx	Available for Capital Improvement Projects	325,000	-	325,000	0%
Total Street Repair Expenditure		825,000	37,160	462,840	5%
ESTIMATED ENDING RESOURCES (Net)		407,613	2,566,710		

MUNICIPAL COURT BUILDING SECURITY & TECHNOLOGY FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES		3,765	13,821		
REVENUE					
34-25-4212	Court - Technology	4,500	7,270	(2,770)	162%
34-25-4217	Court - Building Security Fees	6,000	-	6,000	0%
Total Revenues		10,500	7,270	3,230	69%
EXPENDITURES					
34-25-5100	Office Supplies	1,000	-	1,000	0%
34-25-5526	Technology Expenses	5,000	1,275	3,725	26%
34-25-5560	Contract Labor - Bailiffs	2,400	675	1,725	28%
34-25-9103	Improvements	9,400	6,583	2,817	NA
Total Expenditures		17,800	8,533	9,267	48%
ESTIMATED ENDING RESOURCES (Net)		(3,535)	12,558		

TIRZ/TIF FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES		179,226	185,233		
TIRZ/TIF Fund Revenue					
24-00-4001	Property Taxes	230,000	-	230,000	NA
24-00-4519	Logic - Interest	1,500	3,720	(2,220)	248%
24-00-4810	Transfer TIRZ 2 Property Tax	-	491,538	(491,538)	NA
Total TIRZ/TIF Fund Revenue		231,500	495,258	(263,758)	214%
TIRZ/TIF Fund Expenditure					
24-00-5440	Professional Services - Other	25,000	9,509	15,491	38%
24-00-5960	Public Project Costs Reimbursement	-	479,770	(479,770)	NA
Total TIRZ/TIF Expenditure		25,000	489,279	(464,279)	1957%
ESTIMATED ENDING RESOURCES (Net)		385,726	191,212		

PUBLIC SAFETY FEES FUND	ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES	1,085,800	1,069,000		
Public Safety Fees Fund Revenue				
33-00-4360 Elevon Public Safety Fee	-	163,500	(163,500)	NA
33-00-4361 Trails of Lavon Public Safety Fee	-	46,000	(46,000)	NA
Total Public Safety Fees Fund Revenue	-	209,500	(209,500)	NA
Public Safety Fees Fund Expenditure				
33-55-5548 Dispatch Services	150,000	50,164	99,837	33%
Total Public Safety Fees Expenditure	150,000	50,164	99,837	33%
ESTIMATED ENDING RESOURCES (Net)	935,800	1,228,337		

FEMA GRANT		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES		-	-		
FEMA Grant Fund Revenue					
36-15-4455	Grant Revenue	132,462	-	132,462	0%
36-45-4455	Grant Revenue	81,882	-	81,882	0%
36-55-4455	Grant Revenue	92,763	-	92,763	0%
Total FEMA Grant Fund Revenue		307,107	-	307,107	0%
FEMA Grant Fund Expenditure					
36-15-9428	HMGP: Generator	132,462	12,313	120,150	9%
36-45-9428	HMGP: Generator	81,882	12,313	69,570	15%
36-55-9428	HMGP: Generator	92,763	12,313	80,451	13%
Total FEMA Grant Expenditure		307,107	36,938	270,170	12%
ESTIMATED ENDING RESOURCES (Net)		-	(36,938)		

UTILITY FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES/TRANSFERS IN		9,366,585	9,366,585		
ESCROW FOR TRAILS OF LAVON WWTP (BEAR CREEK WM		1,930,000	1,930,000		
UTILITY FUND REVENUE					
Administration					
20-00-4520	Interest - IB Utility	40,000	166,728	(126,728)	417%
20-00-4521	Interest - IB Sewer Tap	85,000	226,986	(141,986)	267%
Total Administration		125,000	393,714	(268,714)	315%
Sanitary Sewer					
20-85-4110	Sewer Charges	2,500,000	2,473,707	26,293	99%
20-85-4202	Administration Fee	125,000	73,100	51,900	58%
20-85-4230	Sewer Tap Fee	3,000,000	2,974,602	25,398	99%
20-85-4231	Bear Creek Trunk Recovery Fee	-	-	-	NA
20-85-4232	Sewer Infrastructure Fees	30,000	28,675	1,325	NA
20-85-4299	Late Fees	50,000	60,911	(10,911)	122%
20-85-4330	Online Permit Pmts	-	-	-	NA
Total Sanitary Sewer		5,705,000	5,610,995	94,005	98%
Solid Waste					
20-86-4115	Solid Waste Income	1,275,000	1,027,556	247,444	81%
Total Solid Waste		1,275,000	1,027,556	247,444	81%
Total Revenue		7,105,000	7,032,265	72,735	99%

UTILITY FUND		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% OF BUDGET
ESTIMATED BEGINNING RESOURCES/TRANSFERS IN		9,366,585	9,366,585		
ESCROW FOR TRAILS OF LAVON WWTP (BEAR CREEK WM		1,930,000	1,930,000		
UTILITY FUND EXPENDITURES					
Sanitary Sewer					
20-85-5210	Electricity	120,000	81,820	38,180	68%
20-85-5260	Sludge Disposal	15,000	364,056	(349,056)	2427%
20-85-5325	Equipment Maintenance	45,000	-	45,000	0%
20-85-5390	Sewer System Maintenance	50,000	62,465	(12,465)	125%
20-85-5440	Professional Services - Other	20,000	28,187	(8,187)	141%
20-85-5590	WWTP O&M Contract	1,097,000	446,993	650,007	41%
20-85-5xxx	Package Plant Lease	300,000	-	300,000	0%
20-85-5725	Training & Licenses	2,500	12	2,488	0%
20-85-5801	Transfer to General Fund (overhead)	700,000	700,000	-	100%
20-85-5808	Transfer to General Fund (debt)	583,600	583,600	-	100%
20-85-9412	CIP-21 Bear Creek WWTP Exp 4	2,000,000	-	2,000,000	0%
20-85-9419	CIP-38 Elevon/Lavon North WWTP	2,000,000	2,730	1,997,270	0%
20-85-9423	Sewer System Improvements	100,000	34,756	65,244	35%
20-85-9424	CIP-42 Lavon East WWTP	400,000	51,629	348,371	13%
Total Sanitary Sewer		7,433,100	2,356,248	5,076,852	32%
Solid Waste					
20-86-5100	Office Supplies	4,200	3,652	548	87%
20-86-5104	Billing Supplies	36,000	30,676	5,324	85%
20-86-5190	Office Furniture & Equipment	500	-	500	0%
20-86-5515	Credit Card Contract	5,400	1,694	3,706	31%
20-86-5520	SAAS Contracts	8,500	4,622	3,878	54%
20-86-5595	Solid Waste Contract	1,130,500	859,192	271,308	76%
20-86-5785	Sales Tax	97,100	72,779	24,321	75%
20-86-5802	Transfer to General Fund (overhead)	149,000	149,000	-	100%
Total Solid Waste		1,431,200	1,121,615	309,585	78%
Total Expenditure		8,864,300	3,477,862	5,386,438	39%
Change in Financial Position		(1,759,300)	3,554,402		
ESTIMATED ENDING RESOURCES (Net)		9,537,285	14,850,987		

ECONOMIC DEVELOPMENT CORPORATION		ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% of BUDGET
ESTIMATED BEGINNING RESOURCES		1,436,464	1,396,023		
Economic Development Corp Revenues					
30-30-4040	Sales & Use Tax	860,000	539,257	320,743	62.70%
30-30-4500	Interest - South State Bank	-	3,405	(3,405)	NA
30-30-4519	Interest - LOGIC	-	22,569	(22,569)	NA
30-30-4522	Interest - TexStar	-	13,991	(13,991)	NA
30-30-4799	Miscellaneous Revenue	-	-	-	NA
30-30-4876	EDC Transfers to Investments	(275,000)	(220,000)	(55,000)	80.00%
30-30-4879	EDC Transfers from Bank	-	220,000	(220,000)	NA
30-30-4950	Debt Proceeds	-	-	-	NA
Total Economic Development Corp Revenues		585,000	579,223	5,777	99.01%
Economic Development Corp Expenses					
Operations					
30-30-5100	Office Supplies	6,000	3,061	2,939	51.01%
30-30-5190	Furniture & Office Equipment	8,500	1,920	6,580	22.59%
30-30-5401	Attorney	20,000	3,124	16,877	15.62%
30-30-5416	Executive Director EDC	72,000	48,000	24,000	66.67%
30-30-5440	Professional Services - Other	33,000	7,029	25,971	21.30%
30-30-5510	Advertising (Legal)		834	(834)	NA
30-30-5520	Website & SAAS (software as a service)	6,000	5,688	312	94.80%
30-30-5525	IT Services	26,000	5,653	20,347	21.74%
30-30-5700	Dues & Fees	4,500	2,125	2,375	47.22%
30-30-5720	Travel	8,000	1,145	6,855	14.32%
30-30-5725	Training	6,000	32	5,968	0.54%
30-30-5799	Miscellaneous Expense	5,000	-	5,000	0.00%
30-30-5811	Transfer to EDC Construction	-	73,500	(73,500)	NA
Promotional Expenses					
30-30-5770	Promotional - General Expenses	38,000	5,370	32,630	14.13%
30-30-5771	Promotional - Advertising	20,000	15,217	4,783	76.09%
30-30-5772	Promotional - Aerial Maps	8,000	2,495	5,505	31.19%
30-30-5773	Promotional - Video Development	20,000	5,425	14,575	27.13%
30-30-5775	Promotional - Carryforward	29,000	5,000	24,000	17.24%
Capital Projects					
30-30-8900	Direct Business Incentives	744,379	-	744,379	0.00%
30-30-8901	Infrastructure Projects	400,000	70,415	329,585	17.60%
30-30-8902	Community Development	200,000	10,000	190,000	5.00%
30-30-8903	Project Main Street	200,000	101,460	98,540	50.73%
Debt Service					
30-30-5TBA	Debt Reserve payment	-	-	-	NA
30-30-5880	Main Street Debt - Principal	24,479	13,965	10,514	57.05%
30-30-5881	Main Street Debt - Interest	-	4,395	(4,395)	NA
30-30-5882	Government Capital - Principal	142,606	36,377	106,229	25.51%
30-30-5883	Government Capital - Interest	-	70,578	(70,578)	NA
Total Economic Development Corp Expenses		2,021,464	492,807	1,528,657	24%
Change in Financial Position		(1,436,464)	86,415		
ESTIMATED ENDING RESOURCES (Net)		-	1,482,438		

EDC CONSTRUCTION FUND	ADOPTED/ AMENDED 2025-26	YTD 06/2026	REMAINING BUDGET	% of BUDGET
ESTIMATED BEGINNING RESOURCES	1,025,150	988,434		
Economic Development Corp Revenues				
35-30-4500 Interest - South State Bank	-	20,916	(20,916)	NA
35-30-4811 Transfer In from EDC	-	73,500	(73,500)	NA
35-30-4950 Debt Proceeds	-	-	-	NA
Total Economic Development Corp Revenues	-	94,416	(94,416)	NA
Economic Development Corp Expenses				
35-30-8903 Project Main Street	1,025,150	785,231	239,919	NA
Total Economic Development Corp Expenses	1,025,150	785,231	239,919	NA
Change in Financial Position	(1,025,150)	(690,815)		
ESTIMATED ENDING RESOURCES (Net)	-	297,619		



CITY OF LAVON

Agenda Brief

MEETING: July 21, 2026

ITEM: 8

Item:

BUDGET WORK SESSION

Presentation and discussion regarding the goals and objectives identified in the Strategic Plan, City Council budget priorities, regulatory requirements, financial status for current fiscal year, budget calendar, anticipated commitments, departmental service levels and requests, tax rate, fee schedule, Capital Improvements Plan (CIP) updates and direction, FY 2025-26 projections, and proposed revenues and expenditures for FY 2026-27.

Attachments: 1) DRAFT Proposed Budget
 2) Calendar

DRAFT Work in Progress

City of Lavon FY 2026-2027 Proposed Budget 7/17/2026

General Fund

General Fund

Debt Service

Interest & Sinking Fund

Special Revenue Funds

Municipal Court Jury Fund

MC Child Safety/Truancy Fund

MC Judicial Enhancements Fund

MC Building Security & Technology Fund

Opioid Abatement Fund

Law Enforcement Training Fund

Forfeiture Fund

Public Safety Fees

Street Sales Tax Fund

Trails of Lavon Streets Fund

Elevon Streets Fund

Hotel Occupancy Tax (HOT) Fund

Public Education Grant (PEG) Fund

TIRZ/TIF Fund

Collin County Open Space (CCOS) Fund

FEMA Grants

Capital Projects Funds

Series 2023 Construction Fund

Utility Fund

Utilities Fund



DRAFT Work in Progress

GENERAL FUND		FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES						
Estimated Beginning Resources - Unrestricted				2,656,193	2,628,609	2,841,543
Estimated Beginning Resources - Assigned for Capital Expense				5,723,340	7,233,219	5,004,722
REVENUES						
Taxes						
10-00-4001	Property Taxes	2,804,345	2,513,343	3,834,470	3,811,695	4,389,955
10-00-4040	Sales & Use Tax	903,204	1,353,262	1,650,000	1,430,001	1,600,000
10-00-4045	Mixed Beverage Sales Tax	2,095	10,908	10,000	18,542	20,000
10-00-4060	Franchise Fees	250,008	282,123	300,000	342,388	340,000
10-00-48xx	Transfer Property Taxes to TIRZ 2			(143,650)	(306,966)	(567,045)
	Total Taxes	3,959,652	4,159,635	5,650,820	5,295,661	5,782,910
Other General Government						
10-00-4500	Interest Income	181,214	111,999	100,000	602,791	550,000
10-00-4690	Sale of Property	85	-	-	-	-
10-00-4799	Miscellaneous Revenue	47,775	3,211	1,000	36,230	1,000
	Total Other General Government	229,075	115,210	101,000	639,021	551,000
Transfers In						
10-00-4801	Transfer from Utility Fund - Sewer	695,000	695,000	700,000	700,000	773,815
10-00-4802	Transfer from Utility Fund - Solid Waste	144,000	144,000	149,000	149,000	261,360
10-00-4808	Transfer from Utility Fund - Sewer (Debt)	-	418,340	583,600	583,600	627,555
	Total Transfers	839,000	1,257,340	1,432,600	1,432,600	1,662,730
Administration						
10-10-4101	PID Administrative Services	30,000	36,000	30,000	33,000	33,000
10-10-4405	Building Rent - LEDC	6,000	4,000	-	-	-
10-10-4602	Donations - City Programs	3,333	4,401	-	18,000	-
	Total Administration	39,333	44,401	30,000	51,000	33,000
Municipal Court						
10-25-4215	Court Fees	2,936	4,815	131,750	140,219	140,000
10-25-4219	Court - Payment Plan Fees	905	682	750	498	500
10-25-4220	Mun Court Omnibase Reimb	-	-	-	210	150
	Total Municipal Court	3,841	5,497	132,500	140,927	140,650
Police Department						
10-45-4195	Program Fees	855	600	1,000	1,140	1,100
10-45-4240	Police - Fines/Fees	73,184	123,600	-	-	-
10-45-4245	Police - Warrant Fees/Fines	1,642	1,626	-	-	-
10-45-4455	Grant Revenue	25,671	-	-	-	-
10-45-4602	Donations - Police	-	-	-	2,000	-
	Total Police Department	101,351	125,826	1,000	3,140	1,100
Fire Department						
10-55-4160	MUD Service Contracts	260,732	102,946	150,000	385,261	225,000
10-55-4161	Surefire Reimbursements		15,292	25,000	16,641	16,500
10-55-4162	Collin County Service Contract		-	-	23,375	20,000
10-55-4164	Miscellaneous Service Contracts		-	-	3,000	-
10-55-4455	Grant Revenue	12,920	-	227,990	700	-
10-55-4602	Donations	1,200	1,134	-	805	-
	Total Fire Department	274,852	119,373	402,990	429,782	261,500
Parks & Rec Department						
10-65-4130	Facility Rental	155	175	-	105	70
10-65-4440	Lavon EDC Funding	81,607	-	-	-	-
	Total Parks & Rec Department	81,762	175	-	105	70
Development Services						
10-75-4271	Residential Rental Property Registration	26,475	52,625	35,000	17,363	17,000
10-75-4305	General Permits	349,642	543,206	400,000	434,389	415,000

DRAFT Work in Progress

GENERAL FUND		FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
10-75-4310	Land Use Application Fees	96,377	106,499	100,000	81,120	80,000
10-75-4315	New Building Permits	3,484,566	2,548,932	2,000,000	1,748,758	1,600,000
10-75-4325	Food Service Inspection Permits	5,552	6,367	7,500	13,515	12,500
10-75-4350	OSSF Permits	400	-	400	-	-
10-75-4355	Infrastructure Inspection Fees	979,464	990,331	500,000	524,014	515,000
	Total Development Services	4,942,475	4,247,960	3,042,900	2,819,158	2,639,500
Total General Fund Revenues		10,471,341	10,075,416	10,793,810	10,811,394	11,072,460
Total Source of Funds				19,173,343	20,673,222	18,918,725
EXPENDITURES						
Administration Services						
10-10-5000	Salaries & Wages	436,937	480,694	500,860	503,595	534,694
10-10-5001	Part-time Wages		8,091	48,140	58,189	69,828
10-10-5011	Overtime	267	1,094	1,000	1,569	1,803
10-10-5025	Health Insurance	44,567	57,265	75,960	74,050	83,556
10-10-5030	Payroll Taxes	31,899	37,729	42,075	39,440	46,374
10-10-5035	Retirement	75,238	85,059	109,509	111,720	119,963
10-10-5040	Texas Workforce Commission	672	378	1,202	1,163	-
10-10-5045	Workers Comp	779	1,050	1,875	(0)	1,931
10-10-5100	Office Supplies	3,380	4,706	4,500	3,492	4,000
10-10-5101	Council Supplies	1,637	2,144	1,500	2,063	1,545
10-10-5107	Community Event Supplies	16,711	28,839	25,000	64,077	30,000
10-10-5190	Furniture & Office Equipment	1,152	8,138	3,000	2,997	3,000
10-10-5200	Phone, Internet	3,632	-	-	-	-
10-10-5210	Electricity	6,423	-	-	-	-
10-10-5220	Natural Gas	5,198	-	-	-	-
10-10-5230	Water	1,361	-	-	-	-
10-10-5401	Attorney	44,656	32,219	45,000	61,609	60,000
10-10-5410	Auditor	13,500	13,500	20,000	13,500	20,000
10-10-5425	Tax Assessor/Collector	2,470	-	6,000	2,307	6,180
10-10-5430	Central Appraisal District	27,413	32,339	37,000	40,305	42,000
10-10-5440	Professional Services - Other	134,906	34,839	50,000	1,035	50,000
10-10-5510	Advertising & Legal Notices	19,028	25,441	27,000	11,600	27,810
10-10-5520	SAAS Contracts (software/app service)	19,682	9,043	13,000	6,603	7,000
10-10-5540	Cleaning Service	6,939	-	-	-	-
10-10-5545	Election Services	15,903	9,295	9,500	14,552	15,000
10-10-5589	Sales Tax Incentive Rebate	80,365	-	-	-	-
10-10-5700	Membership Dues & Fees	7,682	6,407	6,500	11,557	10,000
10-10-5720	Travel & Meals	8,658	2,757	3,500	6,325	6,000
10-10-5725	Training & Licenses	2,399	3,806	4,500	6,455	7,000
10-10-5730	Staff Development	3,318	4,986	6,000	1,626	6,000
10-10-5735	Council Training & Travel		4,863	7,500	7,204	7,500
	Total Administration Operations	1,016,770	894,682	1,050,121	1,047,032	1,161,183
Administration Capital Outlay						
10-10-9103	Improvements	-	-	-	-	-
	Total Administration Capital Outlay	-	-	-	-	-
	Total Administrative Services	1,016,770	894,682	1,050,121	1,047,032	1,161,183
Non-Departmental						
10-15-5035	Retirement	-	-	1,127,700	1,127,700	1,000,000
10-15-5040	Texas Workforce Commission	-	-	-	87,247	90,000
10-15-5100	Office Supplies	9,016	10,695	8,000	8,703	8,240
10-15-5200	Phone, Internet	-	5,038	8,000	6,175	8,240
10-15-5210	Electricity	-	6,240	6,000	7,012	8,500

DRAFT Work in Progress

GENERAL FUND		FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
10-15-5220	Natural Gas	-	5,781	6,500	5,885	6,695
10-15-5230	Water	-	1,216	2,000	689	1,000
10-15-5305	Building Maintenance	4,137	14,616	15,000	7,857	10,000
10-15-5310	Grounds Maintenance	320	784	2,000	2,000	2,000
10-15-5440	Professional Services - Other	63,958	1,736	10,000	20,000	5,000
10-15-5460	Insurance - Management Liability	3,778	7,318	8,000	8,959	9,500
10-15-5470	Insurance - Facilities	17,696	32,337	41,000	38,713	42,230
10-15-5475	Insurance - Vehicles & Equipment	20,501	33,215	36,000	34,720	37,080
10-15-5520	SAAS Contracts (software/app service)	2,600	36,968	19,000	65,252	27,000
10-15-5525	Technology Services Contract	55,603	39,793	25,000	49,968	60,000
10-15-5540	Cleaning Service	-	6,193	7,500	7,240	7,725
10-15-5601	Office/Equipment Leases	5,592	6,657	7,000	6,616	7,210
Total Non-Departmental Operations		183,200	208,585	1,328,700	1,484,736	1,330,420
Non-Departmental Capital Outlay						
10-15-9103	Improvements	29,891	118,467	24,820	-	24,820
10-15-9104	Furnishings	-	-	10,000	6,974	-
Total Non-Departmental Capital Outlay		29,891	118,467	34,820	6,974	24,820
Total Non-Departmental Services		213,092	327,053	1,363,520	1,491,710	1,355,240
Municipal Court Services						
10-25-5000	Salaries & Wages	58,308	56,803	47,000	47,070	49,862
10-25-5011	Overtime	-	532	1,000	2,547	2,575
10-25-5025	Health Insurance	11,003	7,940	12,660	908	13,926
10-25-5030	Payroll Taxes	4,303	4,529	3,672	3,805	4,011
10-25-5035	Retirement	10,061	10,007	9,898	10,111	10,473
10-25-5040	Texas Workforce Commission	135	63	100	187	-
10-25-5045	Workers Comp	156	185	250	0	258
10-25-5100	Office Supplies	1,148	1,602	2,000	240	1,000
10-25-5190	Furniture & Office Equipment	-	1,331	500	500	500
10-25-5402	Judge	5,819	3,225	8,500	5,378	8,500
10-25-5403	Prosecutor	9,863	8,438	13,000	12,263	13,390
10-25-5515	Credit Card Contract	40	1,290	6,500	6,550	7,000
10-25-5546	Jury Service	-	-	250	250	250
10-25-5720	Travel & Meals	-	-	-	-	250
10-25-5725	Training & Licenses	-	2,332	1,000	638	1,000
Total Municipal Court Services		100,836	98,275	106,330	90,446	112,994
Police Services						
10-45-5000	Salaries & Wages	1,259,915	1,523,960	1,844,530	1,721,980	1,972,312
10-45-5001	Part-time Wages	-	-	-	748	19,860
10-45-5011	Overtime	1,990	37,788	50,000	69,506	72,100
10-45-5025	Health Insurance	172,987	233,873	291,180	291,308	320,298
10-45-5030	Payroll Taxes	91,312	122,196	144,932	136,112	157,889
10-45-5035	Retirement	209,765	267,217	384,674	360,828	416,537
10-45-5040	Texas Workforce Commission	2,724	1,698	14,387	4,163	14,819
10-45-5045	Workers Comp	34,434	42,355	68,506	(0)	70,561
10-45-5100	Office Supplies	9,352	11,304	10,000	13,367	13,500
10-45-5103	Community Policing Supplies	10,373	8,391	13,000	10,269	13,000
10-45-5105	Child Abuse Interlocal - Supplies	1,500	1,500	1,500	1,500	1,500
10-45-5125	Operating Supplies	1,529	6,514	8,500	14,443	15,000
10-45-5155	Uniforms	13,264	19,235	26,500	16,612	25,000
10-45-5160	Personal Protection Equipment	30,504	29,567	19,200	27,917	19,000
10-45-5190	Furniture & Office Equipment	9,011	9,965	15,000	6,283	10,000
10-45-5195	Tools & Equipment	40,598	19,909	30,000	30,694	30,900
10-45-5200	Phone, Internet	30,446	42,041	48,000	39,737	45,000
10-45-5210	Electricity	9,977	9,355	12,000	10,729	12,000
10-45-5230	Water	641	683	1,000	695	1,000

DRAFT Work in Progress

GENERAL FUND		FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
10-45-5240	Fuel	39,240	47,663	51,500	60,061	62,000
10-45-5305	Building Maintenance	3,415	9,514	8,000	8,482	10,000
10-45-5315	Vehicle Maintenance	44,651	44,799	45,500	44,022	47,000
10-45-5325	Equipment Maintenance	4,968	2,279	5,000	7,049	7,150
10-45-5465	Insurance - Law Enforcement Liability	15,855	18,802	19,300	18,088	20,000
10-45-5520	SAAS Contracts (software/app service)	79,930	116,153	147,000	122,338	145,000
10-45-5530	Medical Services	790	1,248	2,000	563	2,000
10-45-5535	Lab Services	-	-	-	-	5,000
10-45-5540	Cleaning Service	12,322	11,469	13,000	10,343	12,000
10-45-5548	Dispatch Service	76,296	110,879	115,000	137,237	140,000
10-45-5551	Inmate Boarding Contract	11,750	10,625	12,000	18,250	19,000
10-45-5552	Animal Control Service	6,250	6,250	7,000	6,250	60,000
10-45-5560	Contract Labor	-	336	1,000	630	1,000
10-45-5700	Membership Dues & Fees	700	430	2,500	761	1,500
10-45-5720	Travel & Meals	2,326	3,100	7,000	7,275	7,300
10-45-5725	Training & Licenses	11,516	12,075	19,500	16,078	18,000
	Total Police Operations	2,240,331	2,783,174	3,438,209	3,214,316	3,787,226
Police Capital Outlay						
10-45-9102	Remodel	25,275	-	-	-	-
10-45-9103	Improvements	-	-	9,100	-	9,100
10-45-9104	Furnishings	6,493	-	-	-	-
10-45-9220	Vehicle	431,538	104,916	321,000	307,273	330,000
10-45-9221	Equipment	55,640	10,650	25,100	24,662	-
10-45-9224	Radios	-	36,000	-	-	-
	Total Police Capital Outlay	518,945	151,566	355,200	331,935	339,100
	Total Police Services	2,759,276	2,934,740	3,793,409	3,546,252	4,126,326
Fire Services						
10-55-5000	Salaries & Wages	888,659	1,120,909	1,359,150	1,390,786	1,569,651
10-55-5001	Part-time Wages	-	81,232	157,170	112,234	123,600
10-55-5011	Overtime	-	58,007	60,000	96,694	103,000
10-55-5025	Health Insurance	103,392	156,778	215,220	198,145	236,742
10-55-5030	Payroll Taxes	64,554	99,012	120,588	120,612	137,370
10-55-5035	Retirement	148,801	203,113	283,932	283,317	323,526
10-55-5040	Texas Workforce Commission	1,474	1,213	10,601	3,939	10,919
10-55-5045	Workers Comp	24,275	30,011	46,693	0	48,093
10-55-5100	Office Supplies	6,844	3,696	5,000	3,485	5,000
10-55-5107	Community Event Supplies	-	-	-	-	2,500
10-55-5125	Operating Supplies	8,232	12,637	25,000	9,914	15,000
10-55-5130	EMS Supplies	15,944	33,412	55,000	37,595	45,000
10-55-5155	Uniforms	17,820	28,747	41,500	41,400	44,000
10-55-5160	Personal Protection Equipment	19,230	65,406	71,000	12,363	71,000
10-55-5190	Furniture & Office Equipment	-	3,438	4,000	2,118	15,000
10-55-5195	Tools & Equipment	5,068	13,144	40,000	60,214	41,200
10-55-5200	Phone, Internet	7,726	6,237	7,500	7,292	7,725
10-55-5210	Electricity	6,409	8,005	10,000	9,924	10,300
10-55-5220	Natural Gas	1,962	3,111	5,000	1,477	3,000
10-55-5230	Water	992	1,636	2,500	1,842	2,575
10-55-5240	Fuel	15,757	16,514	20,000	18,407	20,600
10-55-5305	Building Maintenance	6,827	4,978	10,000	7,035	10,000
10-55-5315	Vehicle Maintenance	2,294	7,947	6,000	7,799	10,000
10-55-5316	Apparatus Maintenance	52,492	101,774	85,000	58,714	85,000
10-55-5325	Equipment Maintenance	10,897	12,831	21,000	8,672	20,000
10-55-5330	Storm Siren O&M	5,032	115	2,000	147	1,500
10-55-5440	Professional Services - Other	17,600	1,730	3,000	1,600	3,000
10-55-5520	SAAS Contracts (software/app service)	33,491	24,800	40,000	34,826	37,000

DRAFT Work in Progress

GENERAL FUND		FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
10-55-5530	Medical Services	490	15,106	25,000	17,238	20,000
10-55-5536	Ambulance Service	20,378	151,137	177,000	134,580	150,000
10-55-5540	Cleaning Service	2,570	3,084	3,900	4,480	5,000
10-55-5547	Fire Marshal Contract	2,835	-	2,000	-	-
10-55-5548	Dispatch Service	-	-	-	-	50,000
10-55-5549	Fire Alarm Monitoring Service	940	460	1,000	-	1,000
10-55-5560	Contract Labor	53,200	31,931	30,000	23,218	25,000
10-55-5700	Membership Dues & Fees	1,748	3,009	5,000	1,568	5,000
10-55-5720	Travel & Meals	3,386	6,411	9,250	9,780	7,500
10-55-5725	Training & Licenses	10,624	12,263	21,500	15,524	20,000
	Total Fire Operations	1,561,941	2,323,833	2,981,505	2,736,939	3,285,802
Fire Capital Outlay						
10-55-9103	Improvements	-	-	10,310	-	10,310
10-55-9104	Furnishings	851	10,672	-	-	-
10-55-9220	Vehicles	-	59,879	10,000	50,458	-
10-55-9221	Equipment	10,448	36,130	-	-	200,000
10-55-9223	CIP-19 Fire Engine	-	3,794	1,414,000	1,362,147	-
10-55-9225	CIP-22 Outdoor Warning Siren Improvments	-	-	75,040	75,040	-
	Total Fire Capital Outlay	11,299	110,474	1,509,350	1,487,645	210,310
	Total Fire Services	1,573,240	2,434,307	4,490,855	4,224,585	3,496,112
Parks & Rec Department						
10-65-5310	Grounds Maintenance	2,505	2,016	15,000	3,188	15,000
	Total Parks & Rec Operations	2,505	2,016	15,000	3,188	15,000
Parks & Rec Capital Outlay						
10-65-9103	Improvements	91,723	-	-	-	-
	Total Parks & Rec Capital Outlay	91,723	-	-	-	-
	Total Parks & Rec Services	94,228	2,016	15,000	3,188	15,000
Development Services						
10-75-5000	Salaries & Wages	-	73,848	154,525	75,838	177,348
10-75-5001	Part-time Wages	-	-	-	5,145	6,180
10-75-5011	Overtime	-	3,936	4,000	2,110	3,090
10-75-5025	Health Insurance	-	10,203	25,320	14,450	27,852
10-75-5030	Payroll Taxes	-	897	13,458	1,524	15,642
10-75-5035	Retirement	-	10,279	29,451	15,701	34,536
10-75-5040	Texas Workforce Commission	-	63	919	187	946
10-75-5045	Workers Comp	-	-	2,567	-	2,644
10-75-5155	Uniforms	-	-	1,250	218	1,000
10-75-5190	Furniture & Office Equipment	-	-	2,000	-	2,000
10-75-5200	Phone, Internet	-	-	600	-	-
10-75-5240	Fuel	-	-	3,000	1,055	3,000
10-75-5315	Vehicle Maintenance	-	-	3,000	585	3,000
10-75-5415	Engineer	-	-	150,000	53,329	100,000
10-75-5440	Professional Services - Other	12,085	117,681	175,000	424,321	215,000
10-75-5520	SAAS Contracts (software/app service)	-	275,438	16,000	13,987	15,000
10-75-5565	Code Enforcement Services	-	10,812	10,000	-	10,000
10-75-5570	Inspection Services - Buildings	541,513	954,008	900,000	822,484	900,000
10-75-5571	Inspection Services - Infrastructure	-	32,933	50,000	18,945	50,000
10-75-5572	Inspection Services - Food Service	-	12,313	25,000	3,769	25,000
10-75-5589	Sales Tax Incentive Rebate	-	106,620	100,000	81,130	100,000
10-75-5720	Employee Travel	-	-	2,000	110	2,000
10-75-5725	Employee Training	-	-	2,000	870	2,000
	Total Development Services Operations	553,598	1,609,028	1,670,091	1,535,756	1,696,238
Development Services Capital Outlay						
10-75-9103	Improvements	-	-	-	-	-
	Total Development Services Capital Outlay	-	-	-	-	-

DRAFT Work in Progress

GENERAL FUND		FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
Total Development Services		553,598	1,609,028	1,670,091	1,535,756	1,696,238
Public Works Services						
10-80-5000	Salaries & Wages	363,557	354,288	390,675	379,829	422,300
10-80-5001	Part-time Wages	-	-	16,000	-	17,510
10-80-5011	Overtime	100	4,968	5,000	6,961	10,300
10-80-5025	Health Insurance	67,221	77,879	88,620	97,122	97,482
10-80-5030	Payroll Taxes	26,530	33,200	31,493	34,005	34,427
10-80-5035	Retirement	60,721	61,971	79,521	78,045	86,602
10-80-5040	Texas Workforce Commission	978	564	1,895	1,403	1,952
10-80-5045	Workers Comp	10,668	13,763	20,203	0	20,809
10-80-5100	Office Supplies	239	346	1,000	532	1,000
10-80-5102	MS-4 Educational Supplies	-	-	250	250	250
10-80-5125	Operating Supplies	3,793	2,809	4,000	3,318	4,000
10-80-5155	Uniforms	5,943	5,286	6,500	6,946	7,250
10-80-5190	Furniture & Office Equipment	-	-	500	-	5,000
10-80-5195	Tools & Equipment	4,792	21,362	6,000	7,165	8,000
10-80-5200	Phone, Internet	4,030	4,033	5,000	3,530	5,000
10-80-5210	Electricity	1,338	4,610	8,000	2,709	5,000
10-80-5211	Electricity - Street Lights	89,777	136,037	160,000	179,535	200,000
10-80-5230	Water	392	647	1,500	557	1,000
10-80-5240	Fuel	11,230	11,950	18,000	13,427	18,000
10-80-5305	Building Maintenance	1,743	551	3,000	2,561	3,000
10-80-5310	Grounds Maintenance	16,207	19,898	17,000	21,262	22,000
10-80-5315	Vehicle Maintenance	4,514	5,757	10,000	2,568	10,000
10-80-5325	Equipment Maintenance	3,034	16,715	15,000	3,145	15,000
10-80-5335	Street Maintenance	11,935	6,548	20,000	10,229	20,000
10-80-5340	Sign Maintenance	4,967	2,429	10,000	7,746	10,000
10-80-5355	Drainage Maintenance	1,055	-	100,000	2,591	100,000
10-80-5385	Mosquito Control	19,980	18,315	22,000	21,620	22,660
10-80-5395	Septic System Maintenance	-	-	800	-	-
10-80-5415	Engineer	99,465	-	-	-	-
10-80-5530	Medical Services	175	150	575	150	500
10-80-5570	Inspection Services - Infrastructure	61,026	-	-	-	-
10-80-5700	Membership Dues & Fees	-	-	150	-	150
10-80-5720	Travel & Meals	80	644	1,500	263	1,500
10-80-5725	Training & Licenses	921	741	8,000	522	8,000
Total Public Works Operations		876,410	805,458	1,052,182	887,990	1,158,691
Public Works Capital Outlay						
10-80-9220	Vehicle	-	62,423	-	-	80,000
10-80-9221	Equipment	7,825	11,589	-	-	-
10-80-9222	Heavy Equipment	100,897	-	-	-	-
Total Capital Outlay		108,722	74,012	-	-	80,000
Total Public Works Services		985,132	879,470	1,052,182	887,990	1,238,691
Total General Fund Expenditures		7,296,172	9,179,571	13,541,507	12,826,957	13,201,783
Change in Financial Position		3,175,169	895,845	(2,747,697)	(2,015,563)	(2,129,323)
ESTIMATED ENDING RESOURCES (Net)				5,631,836	7,846,265	5,716,942
Required reporting (TLGC 140.0045) of expenditures that are in multiple funds:						
na	Policy Consulting Services	3,321	7,192	NA	9,400	9,500
na	Newspapers - Required Notices	25,973	30,681	NA	32,253	33,000

DRAFT Work in Progress

DEBT SERVICE (I&S) FUND		FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES				519,475	435,025	559,738
REVENUES						
50-00-4005	Property Taxes - I&S	1,163,834	2,108,486	2,303,855	2,295,189	2,642,704
50-00-4517	Interest - IB I&S	14,438	7,860	8,000	70,292	72,000
50-00-4804	Transfer from Utility Fund - I&S	-	-	-	-	-
50-00-48xx	Transfer Property Taxes to TIRZ 2	-	-	(86,350)	(184,573)	(340,954)
50-00-4951	Loan Proceeds - Capitalized Int	572,410	-	-	-	-
Total Revenues		1,750,681	2,116,346	2,225,505	2,180,908	2,373,750
EXPENDITURES						
50-10-5790	Debt Administration	8,395	146,888	168,350	6,995	7,500
50-10-5807	Transfer to Utility Fund	581,220	-	-	-	-
50-10-5820	2020 GO Ref Bonds Principal	480,000	490,000	-	-	-
50-10-5821	2020 GO Ref Bonds Interest	14,600	4,900	-	-	-
50-10-5822	2020 CO Principal	105,000	110,000	590,000	590,000	615,000
50-10-5823	2020 CO Interest	486,450	484,300	471,400	471,400	447,300
50-10-5824	2023 CO Principal	-	165,000	230,000	230,000	320,000
50-10-5825	2023 CO Interest	572,410	766,050	757,800	757,800	746,300
Total Expenditures		2,248,075	2,167,138	2,217,550	2,056,195	2,136,100
Change in Financial Position		(497,393)	(50,793)	7,955	124,713	237,650
ESTIMATED ENDING RESOURCES (Net)				527,430	559,738	797,387

DRAFT Work in Progress

MUNICIPAL COURT JURY FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			381	381	511
REVENUES					
11-25-4216 Court - Jury Fund	66	125	-	130	-
Total Revenues	66	125	-	130	-
EXPENDITURES					
11-25-XXXX Allowed Expenditures	-	-	-	-	500
Total Expenditures	-	-	-	-	500
Change in Financial Position	66	125	-	130	(500)
ESTIMATED ENDING RESOURCES (Net)			381	511	11

DRAFT Work in Progress

MUNICIPAL COURT CHILD SAFETY/TRUANCY FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			19,645	19,645	26,092
REVENUES					
16-25-4213 Court - Local Truancy Prevention	3,420	6,078	-	129	-
16-25-4223 Mun Court Local Youth Diversion	-	307	-	6,318	-
Total Revenues	3,420	6,385	-	6,447	-
EXPENDITURES					
16-25-5745 Truancy/Youth Diversion Expense	-	75	-	-	26,000
Total Expenditures	-	75	-	-	26,000
Change in Financial Position	3,420	6,310	-	6,447	(26,000)
ESTIMATED ENDING RESOURCES (Net)			19,645	26,092	92

DRAFT Work in Progress

MUNICIPAL COURT JUDICIAL ENHANCEMENTS FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			1,717	1,717	1,717
REVENUES					
19-25-4211 Court - Judicial Enhancements	2	4	-	-	-
Total Revenues	2	4	-	-	-
EXPENDITURES					
19-25-5725 Employee Training	-	-	-	-	1,500
Total Expenditures	-	-	-	-	1,500
Change in Financial Position	2	4	-	-	(1,500)
ESTIMATED ENDING RESOURCES (Net)			1,717	1,717	217

DRAFT Work in Progress

MUNICIPAL COURT BUILDING SECURITY & TECHNOLOGY FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			3,765	29,015	26,739
REVENUES					
34-25-4212 Court - Technology	-	4,418	4,500	9,732	4,500
34-25-4217 Court - Building Security Fees	-	6,047	6,000	300	500
Total Revenues	-	10,465	10,500	10,032	5,000
EXPENDITURES					
34-25-5100 Office Supplies	-	541	1,000	-	1,000
34-25-5526 Technology Expenses	-	2,363	5,000	1,913	5,000
34-25-5560 Contract Labor - Bailiffs	-	1,425	2,400	1,013	2,400
34-25-9103 Improvements	-	-	9,400	9,383	-
Total Expenditures	-	4,329	17,800	12,308	8,400
Change in Financial Position	-	6,136	(7,300)	(2,276)	(3,400)
ESTIMATED ENDING RESOURCES (Net)			(3,535)	26,739	23,339

DRAFT Work in Progress

OPIOID ABATEMENT FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			5,003	5,003	5,577
REVENUES					
01-00-4450 Opioid Settlement	454	2,215	574	574	-
Total Revenues	454	2,215	574	574	-
EXPENDITURES					
01-XX-XXXX Allowed Expenditures	-	-	-	-	5,577
Total Expenditures	-	-	-	-	5,577
Change in Financial Position	454	2,215	574	574	(5,577)
ESTIMATED ENDING RESOURCES (Net)			5,577	5,577	-

DRAFT Work in Progress

LAW ENFORCEMENT TRAINING FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			3,927	-	119
REVENUES					
13-45-4425 State Funding	1,610	3,247	3,292	3,292	3,300
Total Revenues	1,610	3,247	3,292	3,292	3,300
EXPENDITURES					
13-45-5726 Employee Training - State Funded	942	1,874	2,115	3,173	3,400
Total Expenditures	942	1,874	2,115	3,173	3,400
Change in Financial Position	668	1,373	1,177	119	(100)
ESTIMATED ENDING RESOURCES (Net)			5,104	119	19

DRAFT Work in Progress

FORFEITURE FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			3,567	3,567	1,227
REVENUES					
29-45-4250 Police - Forfeitures	1,680	-	-	-	-
29-45-4690 Sale of Forfeited Property	-	-	-	-	-
Total Revenues	1,680	-	-	-	-
EXPENDITURES					
29-45-5325 Equipment Maintenance	-	-	-	2,340	1,227
Total Expenditures	-	-	-	2,340	1,227
Change in Financial Position	1,680	-	-	(2,340)	(1,227)
ESTIMATED ENDING RESOURCES (Net)			3,567	1,227	-

DRAFT Work in Progress

PUBLIC SAFETY FEES FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			1,085,800	1,069,000	1,267,732
REVENUES					
33-00-4360 Elevon Public Safety Fee	477,000	260,500	-	226,500	120,000
33-00-4361 Trails of Lavon Public Safety Fee	149,500	144,500	-	67,500	30,000
Total Revenues	626,500	405,000	-	294,000	150,000
EXPENDITURES					
33-55-5548 Dispatch Services	-	-	150,000	95,268	50,000
Total Expenditures	-	-	150,000	95,268	50,000
Change in Financial Position	626,500	405,000	(150,000)	198,732	100,000
ESTIMATED ENDING RESOURCES (Net)			935,800	1,267,732	1,367,732

DRAFT Work in Progress

STREET SALES TAX FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			407,613	1,347,053	2,046,875
REVENUES					
17-00-4041 Sales Tax - Dedicated Streets	451,602	676,631	825,000	740,672	800,000
Total Revenues	451,602	676,631	825,000	740,672	800,000
EXPENDITURES					
17-80-5335 Street Maintenance	95,125	-	500,000	11,070	500,000
17-80-9421 CIP-40 Lavon Trail Pkwy - Pres to Rosewooc	-	-	-	29,780	-
17-80-9426 CIP-36 Lake Road Paving - Ph 2	-	-	-	-	-
17-80-xxxx Available for Capital Improvement Projects	-	-	325,000	-	2,300,000
Total Expenditures	95,125	-	825,000	40,850	2,800,000
Change in Financial Position	356,477	676,631	-	699,822	(2,000,000)
ESTIMATED ENDING RESOURCES (Net)			407,613	2,046,875	46,875

DRAFT Work in Progress

TRAILS OF LAVON STREETS FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			10,695	10,695	10,695
REVENUES					
31-80-4210 Annexation Fees	-	-	-	-	-
Total Revenues	-	-	-	-	-
EXPENDITURES					
31-80-5337 Street Maint - Trails of Lavon Reg	-	-	-	-	-
31-80-9421 CIP-40 Lavon Trail Pkwy Paving	-	54,405	-	-	-
31-80-XXX Allowed Expenditures	-	-	-	-	10,695
Total Expenditures	-	54,405	-	-	10,695
Change in Financial Position	-	(54,405)	-	-	(10,695)
ESTIMATED ENDING RESOURCES (Net)			10,695	10,695	-

DRAFT Work in Progress

ELEVON STREETS FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			138,700	138,700	269,700
REVENUES					
32-80-4210 Annexation Fees	-	-	-	131,000	-
Total Revenues	-	-	-	131,000	-
EXPENDITURES					
32-80-XXXX Allowed Expenditures	-	-	-	-	269,700
Total Expenditures	-	-	-	-	269,700
Change in Financial Position	-	-	-	131,000	(269,700)
ESTIMATED ENDING RESOURCES (Net)			138,700	269,700	-

DRAFT Work in Progress

HOTEL OCCUPANCY TAX (HOT) FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			2,298	2,298	3,010
REVENUES					
18-00-4050 Hotel Occupancy Tax	823	733	-	712	700
Total Revenues	823	733	-	712	700
EXPENDITURES					
18-XX-XXXX Allowed Expenses	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Change in Financial Position	823	733	-	712	700
ESTIMATED ENDING RESOURCES (Net)			2,298	3,010	3,710

DRAFT Work in Progress

PUBLIC EDUCATION GRANT (PEG) FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			56,742	56,742	61,253
REVENUES					
25-00-4065 Franchise Fees - PEG	6,371	5,390	-	4,511	3,500
Total Revenues	6,371	5,390	-	4,511	3,500
EXPENDITURES					
25-XX-XXXX Allowed Expenditures	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Change in Financial Position	6,371	5,390	-	4,511	3,500
ESTIMATED ENDING RESOURCES (Net)			56,742	61,253	64,753

DRAFT Work in Progress

TIRZ/TIF FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			179,226	185,233	20,008
REVENUES					
24-00-4001 Property Taxes	35,229	161,775	230,000	-	-
24-00-4519 Logic - Interest	789	1,246	1,500	2,709	1,500
24-00-4810 Transfer TIRZ 2 Property Tax			-	491,538	908,000
Total Revenues	36,017	163,021	231,500	494,247	909,500
EXPENDITURES					
24-00-5440 Professional Services - Other	8,138	5,733	25,000	16,609	25,000
24-00-5960 Public Project Costs Reimb			-	642,863	883,000
Total Expenditures	8,138	5,733	25,000	659,472	908,000
Change in Financial Position	27,879	157,287	206,500	(165,225)	1,500
ESTIMATED ENDING RESOURCES (Net)			385,726	20,008	21,508

DRAFT Work in Progress

COLLIN COUNTY OPEN SPACES FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES			-	-	-
REVENUES					
28-65-4435 County Funding	608,250	112,500	-	-	346,550
Total Revenues	608,250	112,500	-	-	346,550
EXPENDITURES					
28-65-9410 CIP-15 Park and Trail Improvements	608,250	112,500	-	-	346,550
Total Expenditures	608,250	112,500	-	-	346,550
Change in Financial Position	-	-	-	-	-
ESTIMATED ENDING RESOURCES (Net)			-	-	-

DRAFT Work in Progress

FEMA GRANT FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
-----------------	-------------	-------------	-----------------------------	-------------------	------------------

ESTIMATED BEGINNING RESOURCES			-	-	(73,875)
--------------------------------------	--	--	---	---	----------

REVENUES

36-15-4455	Grant Revenue	-	132,462	-	132,462
36-45-4455	Grant Revenue	-	81,882	-	81,882
36-55-4455	Grant Revenue	-	92,763	-	92,763
Total Revenues		-	307,107	-	307,107

EXPENDITURES

36-15-9428	HMGP: Generator	-	132,462	24,625	107,837
36-45-9428	HMGP: Generator	-	81,882	24,625	57,257
36-55-9428	HMGP: Generator	-	92,763	24,625	68,138
Total Expenditures		-	307,107	73,875	233,232

DRAFT Work in Progress

SERIES 2023 CONSTRUCTION FUND		FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
ESTIMATED BEGINNING RESOURCES				8,733,092	8,733,092	5,576,423
REVENUES						
61-00-4500	Interest Income	53	81,542	-	21,143	10,000
61-00-4547	Interest - TexStar Series 2023	758,006	481,443	-	173,350	100,000
61-00-4950	Loan Proceeds	15,166,745	-	-	-	-
Total Revenues		15,924,804	562,985	-	194,492	110,000
EXPENDITURES						
61-00-5950	Bond Issuance Expense	155,983	-	-	-	-
61-55-9105	CIP-9 FD/PD Facility Expansion	-	174,788	-	5,894	-
61-65-9410	CIP-15 Park and Trail Improvements	-	363,782	-	55,952	-
61-80-9408	CIP-11 CR 484 Paving	-	1,041,964	-	197,655	-
61-80-9417	CIP-35 Rosewood Paving (Lavon Farms/Lavc	-	921,388	-	3,395	-
61-80-9421	CIP-40 Lavon Trail Pkwy Paving (Pres-Rosew	-	-	-	847,395	-
61-80-9425	CIP-43 Bently Farms Paving Ph 2	-	724,363	-	602,682	-
61-80-9426	CIP-36 Lake Rd Paving - Phase 2	-	784,639	-	-	-
61-80-9427	CIP-44 Bently Farms Paving Ph 3	-	-	-	311,993	-
61-85-9412	CIP-21 Bear Creek WWTP Expansion Ph 4	-	37,482	-	13,700	-
61-85-9419	CIP-38 Lavon North WWTP	-	3,028,209	-	1,312,496	-
61-85-9424	CIP-42 Lavon East WWTP	-	522,100	-	-	-
61-85-XXXX	Allowed Expenditures			8,733,092	-	5,686,423
Total Expenditures		155,983	7,598,714	8,733,092	3,351,162	5,686,423
Change in Financial Position		15,768,821	(7,035,729)	(8,733,092)	(3,156,670)	(5,576,423)
ESTIMATED ENDING RESOURCES (Net)				-	5,576,423	-

DRAFT Work in Progress

UTILITIES FUND	FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
----------------	-------------	-------------	--------------------------	----------------	---------------

ESTIMATED BEGINNING RESOURCES/TRANSFERS IN			9,366,585	15,560,818	21,947,104
ESCROW FOR TRAILS OF LAVON WWTP (BEAR CREEK WWTP EXPANSION)			1,930,000	1,930,000	1,930,000

REVENUES

Administration

20-00-4520 Interest - IB Utility	59,600	45,564	40,000	284,267	250,000
20-00-4521 Interest - IB Sewer Tap	122,713	95,451	85,000	423,400	400,000
Total Administration	182,314	141,016	125,000	707,667	650,000

Sanitary Sewer

20-85-4110 Sewer Charges	1,677,950	2,414,445	2,500,000	3,249,232	3,200,000
20-85-4202 Administration Fee	76,528	116,731	125,000	98,175	90,000
20-85-4230 Sewer Tap Fee	6,671,700	4,749,200	3,000,000	4,251,903	3,000,000
20-85-4231 Bear Creek Trunk Recovery Fee	(9,528)	47,977	-	-	-
20-85-4232 Sewer Infrastructure Fees	24,947	35,844	30,000	37,636	30,000
20-85-4299 Late Fees	54,071	62,807	50,000	80,442	60,000
20-85-4806 Transfer In	2,331,675	-	-	-	-
20-00-4807 Transfer from Debt Service	581,220	-	-	-	-
Total Sanitary Sewer	11,408,563	7,427,003	5,705,000	7,717,388	6,380,000

Solid Waste

20-86-4115 Solid Waste Income	1,004,837	1,131,968	1,275,000	1,363,711	1,375,000
Total Solid Waste	1,004,837	1,131,968	1,275,000	1,363,711	1,375,000

Total Revenues	12,595,713	8,699,987	7,105,000	9,788,765	8,405,000
-----------------------	-------------------	------------------	------------------	------------------	------------------

EXPENDITURES

Sanitary Sewer

20-85-5210 Electricity	78,973	79,972	120,000	114,094	160,000
20-85-5260 Sludge Disposal	-	-	15,000	963,828	950,000
20-85-5325 Equipment Maintenance	-	-	45,000	45,000	10,000
20-85-5390 Sewer System Maintenance	21,262	14,765	50,000	29,937	50,000
20-85-5440 Professional Services - Other	-	-	20,000	42,280	50,000
20-85-5590 O&M Contract	663,819	696,342	1,097,000	1,253,140	1,300,000
20-85-5xxx Package Plant Lease	-	-	300,000	-	300,000
20-85-5725 Training & Licenses	-	-	2,500	2,018	2,500
20-85-5801 Transfer to General Fund (overhead)	695,000	695,000	700,000	700,000	773,815
20-85-5808 Transfer to General Fund (debt)	-	418,340	583,600	583,600	627,555
20-85-9412 CIP-21 Bear Creek WWTP Expansion Ph 4	-	-	2,000,000	-	2,000,000
20-85-9422 CIP-38 Elevon/Lavon North WWTP Constr	6,250	2,781,420	2,000,000	2,730	2,000,000
20-85-9423 Sewer System Improvements	5,008	8,474	100,000	105,742	150,000
20-85-9424 CIP-42 Lavon East WWTP	-	-	400,000	51,629	350,000
Total Sanitary Sewer	1,470,311	4,694,313	7,433,100	3,893,997	8,723,870

Solid Waste

DRAFT Work in Progress

UTILITIES FUND		FY24 Actual	FY25 Actual	FY26 Adopted/ Amended	FY26 Projected	FY27 Proposed
20-86-5100	Office Supplies	2,017	4,423	4,200	5,478	5,750
20-86-5104	Billing Supplies	23,665	29,083	36,000	40,050	48,000
20-86-5190	Office Furniture & Equipment	-	1,331	500	-	500
20-86-5515	Credit Card Contract	3,461	4,172	5,400	2,541	5,000
20-86-5520	SAAS Contracts	4,552	8,192	8,500	6,622	8,500
20-86-5595	Solid Waste Contract	746,124	888,628	1,130,500	1,138,508	1,300,000
20-86-5785	Sales Tax	73,501	81,748	97,100	96,284	107,250
20-86-5802	Transfer to General Fund (overhead)	144,000	144,000	149,000	149,000	261,360
Total Solid Waste		997,319	1,161,575	1,431,200	1,438,483	1,736,360
Total Expenditures		2,467,630	5,855,889	8,864,300	5,332,480	10,460,230
Change in Financial Position		10,128,083	2,844,098	(1,759,300)	4,456,286	(2,055,230)
ESTIMATED ENDING RESOURCES (Net)				9,537,285	21,947,104	19,891,874



City of Lavon Budget Planning Calendar 2026-27

The calendar is based on a proposed tax rate that will NOT exceed the voter approval tax rate and will NOT trigger an automatic election.

- Mar 29 File Financial Statement from Municipal Audit with City Secretary
- Apr-Jul Department Directors review YTD and work on budget projections and proposals
- May 19 **Budget Introduction** and additional dates
- Jul 7 **Budget Work Session** – review of projections and budget requests
- Jul 17 File *Proposed Budget* with City Secretary and post on website (30 days before vote)
- Jul 17 Send newspaper notice for Budget Public Hearing on 8/4, published 7/23 (10 days before)
- Jul 21 **Budget Work Session** – review projections, budget requests and CIP
- Jul 25 Deadline for the appraisal district to certify values to taxing units
Collin County Tax A/C to calculate no-new tax rate and voter-approval tax rate
- Jul 28 Post on website Notice of Budget Public Hearing (7 days before hearing)
- Jul 30 Publish in newspaper budget public hearing notice for 8/4 Budget Public Hearing
- Aug 4 Post on website homepage NNR, VAR and debt info, notify CCAD
- Aug 4 **Budget Public Hearing, budget action**
Propose tax rates, take record vote, and schedule Tax Rate Public Hearing
- Aug 7 CCAD mails Transparency Postcards
- Aug 10 Send newspaper notice for Tax Rate Public Hearing on 8/18, published 8/13
- Aug 11 Post on website Notice of Tax Rate Public Hearing (7 days before hearing)
- Aug 13 Publish in newspaper tax rate public hearing notice for 8/18 Tax Rate Public Hearing
Posted on the transparency website, www.CollinTaxes.org
- Aug 18 **Public Hearing on Tax Rate and Budget**
Consider Proposed Tax Rate, Record Vote
Consider Proposed Budget, Record Vote
Consider CIP and Fee Schedule
- Aug 20 Provide approved tax rate information to Collin County Tax Office (deadline 9-16)
- Oct 1 New Fiscal Year begins