

**CERTIFICATE FOR ORDINANCE**

THE STATE OF TEXAS §  
COUNTY OF COLLIN §  
CITY OF LAVON §

We, the undersigned officers of the City of Lavon, Texas (the “City”), hereby certify as follows:

1. The City Council (the “Council”) of the City convened in a regular called meeting on February 1, 2022, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

- Vicki Sanson, Mayor
- John Kell, Mayor Pro Tem, Place 1
- Mike Cook, Council Member, Place 2
- Kay Wright, Council Member, Place 3
- Ted Dill, Council Member, Place 4
- Mindi Serkland, Council Member, Place 5

and all of said persons were present, thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written Ordinance entitled

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE ELEVON PUBLIC IMPROVEMENT DISTRICT; 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**

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried, with all members of the Council shown present above voting “Aye,” except as noted below:

NAYS:  0  ABSTENTIONS:  0

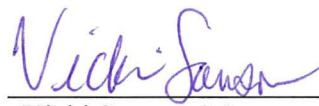
2. A true, full, and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Council's minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Ordinance would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given all as required by the Texas Government Code, Chapter 551.

3. The Council has approved and hereby approves the Ordinance; and the Mayor and City Secretary hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

4. That the Ordinance has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

SIGNED AND SEALED ON February 1, 2022.

  
\_\_\_\_\_  
Rae Norton, City Secretary  
City of Lavon, Texas

  
\_\_\_\_\_  
Vicki Sanson, Mayor  
City of Lavon, Texas

[SEAL]



**CERTIFICATE FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE ELEVON PUBLIC IMPROVEMENT DISTRICT; 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**

**CITY OF LAVON, TEXAS**

**ORDINANCE NO. 2022-02-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE ELEVON PUBLIC IMPROVEMENT DISTRICT; 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 City of Lavon, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "PID Act") to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district;

**WHEREAS**, on or before September 20, 2021, there was submitted to and filed with the City Secretary of the City pursuant to the PID Act that certain "Petition for the Creation of a Public Improvement District Within the Extraterritorial Jurisdiction of the City of Lavon, Texas, for the Elevon Public Improvement District" (the "Petition") requesting the establishment of a public improvement district covering approximately 982.719 acres described in the Petition, and to be known as "Elevon Public Improvement District" (the "District");

**WHEREAS**, the City Council of the City (the "City Council") received the Petition and determined that it satisfied the requirements of the PID Act;

**WHEREAS**, after providing the notices required by the PID Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), on October 19, 2021 the City Council opened, conducted and continued a public hearing, and on November 2, 2021 the City Council reopened, conducted and closed the public hearing, to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition;

**WHEREAS**, all owners of property located within the District and all other interested persons were given the opportunity at such public hearing to speak for or against the creation of the District and the proposed public improvements;

**WHEREAS**, the City Council made findings based on the information contained in the Petition presented to the City Council and the comments received at the public hearing;

**WHEREAS**, the City Council adopted Resolution No. 2021-11-07 on November 2, 2021 (the “Authorization Resolution”), authorizing the creation of the District and ordering public improvements to be made for the benefit of such District; and

**WHEREAS**, the City filed the Authorization Resolution with the County Clerk of Collin County, which is the county in which all of the District is located, as required by law; and

**WHEREAS**, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary of the City (the “City Secretary”) within twenty (20) days after November 2, 2021; and

**WHEREAS**, on December 7, 2021, the City Council adopted a resolution determining total costs of certain authorized public improvements, approving a preliminary service and assessment plan, including proposed assessment rolls, authorizing and directing the City Secretary to file the proposed assessment rolls for the District and make the assessment rolls available for public inspection, and directing the publication and mailing of notice of a public hearing (the "Assessment Hearing") to consider an ordinance levying assessments on property within the District (the "Assessments"); and

**WHEREAS**, the City Secretary filed the proposed Assessment Rolls (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 December 22, 2021, in the *Wylie News*, a newspaper of general circulation in the City and the extraterritorial jurisdiction of the City in which the District is located; 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 7:00 p.m. on January 4, 2022, however it was determined that the Assessment Hearing should be opened and continued until January 18, 2022; and

**WHEREAS**, at the January 4, 2022 City Council meeting, the City Council reopened the Assessment Hearing and continued the Assessment Hearing to the regularly scheduled meeting on January 18, 2022; and

**WHEREAS**, at the January 18, 2022 City Council meeting, the City Council reopened the Assessment Hearing and continued the Assessment Hearing to the regularly scheduled meeting to commence at 6:00 p.m. on February 1, 2022; and

**WHEREAS**, the City Council reopened and conducted the Assessment Hearing on February 1, 2022, 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 Rolls, 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 public improvements to be undertaken for the benefit of property within the District (the "Authorized Improvements"), 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 February 1, 2022, and support the creation of the District and the levy of assessments against the property in accordance with the 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 Rolls and the Elevon Public Improvement District Service and Assessment Plan dated February 1, 2022 (the "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 Service and Assessment Plan, including the Assessment Rolls attached thereto as Exhibit E-1 and Exhibit F-1 (the "Assessment Rolls"); and

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

**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 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 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, including specifically the Improvement Area #1 Improvements, the Zone 1 Improvements and the Offsite Improvements (as reflected in the Service and Assessment Plan) and the Bond Issuance Costs and Annual Collection Costs pursuant to the 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 Service and Assessment Plan, and is hereby approved;

(d) The 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 Service and Assessment Plan apportions the Actual Cost(s) of the Authorized Improvements to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements;

(f) All of the Improvement Area #1 Assessed Property being assessed in the amounts shown on the Improvement Area #1 Assessment Roll will be benefited by the Improvement Area #1 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel of Improvement Area #1 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #1 Authorized Improvements;

(g) All of the Zone 1 Remainder Area Assessed Property being assessed in the amounts shown on the Zone 1 Remainder Area Assessment Roll will be benefited by the Zone 1 Remainder Area Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel of Zone 1 Remainder Area Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Zone 1 Remainder Area Authorized Improvements;

(h) The method of apportionment of the Actual Costs of the Authorized Improvements and Annual Collection Costs set forth in the 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;

(i) The 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 Rolls should be approved as the Assessment Rolls for the District;

(k) The provisions of the 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. Service and Assessment Plan.**

The 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. The 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 Service and Assessment Plan including upon the issuance of PID Bonds.

**Section 4. Assessment Rolls.**

The Assessment Rolls are hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Rolls 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 the District, as shown and described in the Service and Assessment Plan and the Assessment Rolls, in the respective amounts shown in the Service and Assessment Plan as a special assessment as set forth in the Assessment Rolls. 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 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 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 Service and Assessment Plan and the PID Act.

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

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

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

(g) The Annual Collection Costs for Assessed Property shall be calculated pursuant to the terms of the 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 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 Service and Assessment Plan and as allowed by law.

**Section 8. Prepayments of Assessments.**

As provided in the 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 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 prior lien thereon, superior to all other liens and claims except liens or claims for state, county, school district, or municipality 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 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 and in Land Records.**

(a) 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 the Service and Assessment Plan 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.

(b) The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Rolls, to be recorded in the real property records of Collin County, Texas. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

**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 Service and Assessment Plan shall be and become effective upon passage and execution hereof.

*(Execution page follows.)*

PASSED AND APPROVED on this the 1st day of February, 2022.

CITY OF LAVON, TEXAS

*Vicki Sanson*

\_\_\_\_\_  
Vicki Sanson, Mayor

ATTEST:

*Rae Norton*

\_\_\_\_\_  
Rae Norton, City Secretary

[SEAL]



**EXHIBIT A**

**Service and Assessment Plan**

# Elevon Public Improvement District

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SERVICE AND ASSESSMENT PLAN

FEBRUARY 1, 2022



AUSTIN, TX | NORTH RICHLAND HILLS, TX

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## INTRODUCTION

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

On November 2, 2021, the City Council passed and approved Resolution No. 2021-11-07 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 982.719 acres located within the extraterritorial jurisdiction of the City, as described by the legal description on **Exhibit K-1** and depicted on **Exhibit A-1**. The District is anticipated to be annexed into the corporate limits of the City in accordance with the Development Agreement.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

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 Assessment Roll for the Zone 1 Remainder Area is included as **Exhibit E-1**. The Assessment Roll for Improvement Area #1 is included as **Exhibit F-1**.

## SECTION I: DEFINITIONS

**“Actual Costs”** mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner, (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 costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and governmental fees and charges.

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

**“Additional Interest Rate”** means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Improvement Area #1 Reimbursement Obligation.

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

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

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

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

**“Assessed Property”** means any Parcel within the District, other than Non-Benefitted Property or Non-Assessed Property, against which an Assessment is levied.

**“Assessment”** means an assessment levied against a Parcel within the District, other than Non-Benefitted Property or Non-Assessed Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel 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 Remainder Area Assessment Roll and the Improvement Area #1 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Update.

**“Authorized Improvements”** means the improvements authorized by Section 372.003 of the PID Act, as depicted on **Exhibit G-1** and **Exhibit G-2** and described in **Section III**.

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

**“City”** means the City of 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 Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

**“Development Agreement”** means that certain Elevon Development Agreement by and between the Master Developer, Petro-Hunt, LLC, Far East Lavon, LP, 78 Straddle, LP, East Lavon Partners, LP, World Land Developers, LP, and the City, dated as of November 2, 2021, and as may be amended from time to time.

**“District”** means Elevon Public Improvement District containing approximately 982.719 acres located within the extraterritorial jurisdiction of the City and more specifically described in **Exhibit K-1** and depicted on **Exhibit A-1**.

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

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

**“Estimated Buildout Value”** means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Master 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 H-1**.

**“Future Improvement Area”** means approximately 605.961 acres located within the District and more specifically described in **Exhibit K-3** and depicted on **Exhibit A-2**. The Future Improvement Area includes all of the District save and except Zone 1. The Future Improvement Area may be subdivided into one or more improvement areas.

**“GRBK Edgewood”** means GRBK Edgewood LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. GRBK is a partial owner of POD 2C and a partial owner of the Zone 1 Remainder Area.

**“HMH/Stratford Elevon”** means HMH/Stratford Elevon JV, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. HMH/Stratford Elevon is the owner of POD 2B-1 and a partial owner of the Zone 1 Remainder Area.

**“Improvement Area #1”** means approximately 272.698 acres located within the District, more specifically described in **Exhibit K-5** and depicted on **Exhibit A-2**. Improvement Area #1 is comprised of POD 2A, POD 2B-1, POD 2C, POD 2D, 15.000 acres of Non-Assessed Property and 25.034 acres of Non-Benefitted Property.

**“Improvement Area #1 Annual Installment”** means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to the Improvement Area #1 Bonds, if applicable, as shown on **Exhibit F-2**.

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

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

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

**“Improvement Area #1 Authorized Improvements”** means collectively, (1) the pro rata portion of the Zone 1 Improvements allocable to Improvement Area #1; (2) the pro rata portion of the Offsite Improvements allocable to Improvement Area #1; (3) the Improvement Area #1 Improvements; (4) the first year’s Annual Collection Costs related to the Improvement Area #1 Bonds; and (5) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #1 Bonds.

**“Improvement Area #1 Bonds”** means those certain “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (Elevon Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

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

**“Improvement Area #1 Projects”** means, collectively, (1) the pro rata portion of the Zone 1 Improvements allocable to Improvement Area #1; (2) the pro rata portion of the Offsite Improvements allocable to Improvement Area #1; and (3) the Improvement Area #1 Improvements.

**“Improvement Area #1 Reimbursement Agreement”** means that certain Reimbursement Agreement, effective February 15, 2022 entered into by and between the City and Master Developer, in which the Master Developer, either directly or through affiliates, agrees to construct the Improvement Area #1 Projects, and to fund certain Actual Costs of the Improvement Area #1 Authorized Improvements, and the City agrees to (1) reimburse the Master Developer or its designee for Actual Costs of the Improvement Area #1 Authorized Improvements from the proceeds of PID Bonds in accordance with the Act, this Service and Assessment Plan, and the applicable Indenture, and (2) reimburse the Master Developer for Actual Costs of Improvement Area #1 Authorized Improvements not paid by proceeds of Improvement Area #1 Bonds solely from the revenue collected by the City from Improvement Area #1 Assessments, including Improvement Area #1 Annual Installments, not pledged to the payment of PID Bonds.

**“Improvement Area #1 Reimbursement Obligation”** means an amount not to exceed \$10,104,000 secured by Improvement Area #1 Assessments to be paid to the Master Developer pursuant to the Improvement Area #1 Reimbursement Agreement. The Annual Installments for the Improvement Area #1 Reimbursement Obligation are shown on **Exhibit J-3**.

**“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.

**“K Hovnanian Homes”** means K Hovnanian DFW Elevon, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. K Hovnanian Homes is the owner of POD 2A.

**“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.

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

**“Lot Type 1”** means a Lot within Improvement Area #1 marketed to homebuilders as a 30’ Lot. The buyer disclosure for Lot Type 1 is included as **Appendix C-6**.

**“Lot Type 2”** means a Lot within Improvement Area #1 marketed to homebuilders as a 40’ Lot. The buyer disclosure for Lot Type 2 is included as **Appendix C-7**.

**“Lot Type 3”** means a Lot within Improvement Area #1 marketed to homebuilders as a 45’ Lot. The buyer disclosure for Lot Type 3 is included as **Appendix C-8**.

**“Lot Type 4”** means a Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 4 is included as **Appendix C-9**.

**“Lot Type 5”** means a Lot within Improvement Area #1 marketed to homebuilders as a 26’ Lot. The buyer disclosure for Lot Type 5 is included as **Appendix C-10**.

**“Lot Type 6”** means a Lot within Improvement Area #1 marketed to homebuilders as a 60’ Lot. The buyer disclosure for Lot Type 6 is included as **Appendix C-11**.

**“Lot Type 7”** means a Lot within Improvement Area #1 marketed to homebuilders as a 70’ Lot. The buyer disclosure for Lot Type 7 is included as **Appendix C-12**.

**“Master Developer”** means MA Elevon 429, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. The Master Developer is responsible for construction of Zone 1 Improvements, Offsite Improvements, and Improvement Area #1 Improvements, and is the current owner of the Non-Assessed Property and Non-Benefitted Property within Improvement Area #1.

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

**“Non-Assessed Property”** means Parcels within the boundaries of the district that accrue special benefit from the Authorized Improvements as determined by the City Council but are not assessed for the costs thereof. The Non-Assessed Property within Improvement Area #1 is owned by the Master Developer.

**“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 I**.

**“Offsite Improvements”** means those Authorized Improvements that confer a special benefit to all of the Assessed Property within the District, as further described in **Section III.C.** and depicted on **Exhibit G-1**.

**“Owner”** or **“Owners”** means the Master Developer; K Hovnanian Homes; HMH/Stratford Elevon; GRBK Edgewood; UMH Development; Qualico; Petro-Hunt Entities; and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title 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 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.

**“Petro-Hunt”** means Petro-Hunt, L.L.C., and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. Petro-Hunt is the owner of the Future Improvement Area.

**“Petro-Hunt Entities”** means Petro-Hunt, Far East Lavon, LP, 78 Straddle, LP, East Lavon Partners, LP, and World Land Developers, LP.

**“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.

**“POD”** means a phase of development within the District, including, but not limited to, POD 2A, POD 2B-1, POD 2C, and POD 2D.

**“POD 2A”** means approximately 65.135 acres located within Improvement Area #1 and more specifically described in **Exhibit K-5** and depicted on **Exhibit A-2**. The Annual Installment schedule for POD 2A is included as **Exhibit F-3**. POD 2A is currently owned by K Hovnanian Homes.

**“POD 2B-1”** means approximately 49.470 acres located within the District and more specifically described in **Exhibit K-5** and depicted on **Exhibit A-2**. The Annual Installment schedule for POD 2B-1 is included as **Exhibit F-4**. POD 2B-1 is currently owned by HMH/Stratford Elevon.

**“POD 2C”** means approximately 77.398 acres located within the District and more specifically described in **Exhibit K-5** and depicted on **Exhibit A-2**. The Annual Installment schedule for POD

2C is included as **Exhibit F-5**. POD 2C is currently owned partially by GRBK Edgewood and partially by UMH Development.

**“POD 2D”** means approximately 40.661 acres located within the District and more specifically described in **Exhibit K-5** and depicted on **Exhibit A-2**. The Annual Installment schedule for POD 2D is included as **Exhibit F-6**. POD 2D is currently owned by Qualico.

**“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.

**“Qualico”** means Qualico Developments (U.S.), Inc., a Delaware corporation, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. Qualico is the owner of POD 2D.

**“Service and Assessment Plan”** means this Elevon Public Improvement District Service and Assessment Plan as updated, amended, or supplemented from time to time.

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

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

**“UMH Development”** means and UMH Development, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. UMH Development is a partial owner of POD 2C and a partial owner of the Zone 1 Remainder Area.

**“Zone 1”** means approximately 376.758 acres located within the District and more specifically described in **Exhibit K-3** and depicted on **Exhibit A-2**. Zone 1 includes all of the District save and except the Future Improvement Area.

**“Zone 1 Remainder Area”** means approximately 104.06 acres located within the District and more specifically described in **Exhibit K-4** and depicted on **Exhibit A-2**. The Zone 1 Remainder Area includes all of Zone 1 save and except Improvement Area #1.

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

Remainder Area; and (4) Additional Interest related to the Zone 1 Remainder Area Bonds, as shown on **Exhibit E-2**.

**“Zone 1 Remainder Area Assessed Property”** means any Parcel within the Zone 1 Remainder Area against which the Zone 1 Remainder Area Assessment is levied.

**“Zone 1 Remainder Area Assessment”** means an Assessment levied against the Zone 1 Remainder Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Zone 1 Remainder Area 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 Remainder Area Assessment Roll”** means the Assessment Roll for the Zone 1 Remainder Area Assessed Property within the District, 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 Remainder Area Assessment Roll is included in this Service and Assessment Plan as **Exhibit E-1**.

**“Zone 1 Remainder Area Authorized Improvements”** means, collectively, (1) the pro rata portion of the Zone 1 Improvements allocable to the Zone 1 Remainder Area; (2) the pro rata portion of the Offsite Improvements allocable to the Zone 1 Remainder Area; (3) the first year’s Annual Collection Costs related to the Zone 1 Remainder Area Bonds; and (4) Bond Issuance Costs incurred in connection with the issuance of the Zone 1 Remainder Area Bonds.

**“Zone 1 Remainder Area Bonds”** means those certain “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (Elevon Public Improvement District Zone 1 Remainder Area Project).”

**“Zone 1 Remainder Area Initial Parcel”** means all of the Zone 1 Remainder Area Assessed Property against which the entire Zone 1 Remainder Area Assessment is levied as shown on Zone 1 Remainder Area Assessment Roll.

**“Zone 1 Remainder Area Projects”** means collectively, (1) the pro rata portion of the Zone 1 Improvements allocable to the Zone 1 Remainder Area; and (2) the pro rata portion of the Offsite Improvements allocable to the Zone 1 Remainder Area.

**“Zone 1 Improvements”** means those Authorized Improvements that confer a special benefit to all of the Assessed Property within Zone 1, as further described in **Section III.A.** and depicted on **Exhibit G-1**.

## SECTION II: THE DISTRICT

The District includes approximately 982.719 contiguous acres located within the extraterritorial jurisdiction of the City, the boundaries of which are more particularly described by legal description on **Exhibit K-1** and depicted on **Exhibit A-1**. The District is anticipated to be annexed into the corporate limits of the City as set forth in the Development Agreement.

The Zone 1 Remainder Area includes approximately 104.06 contiguous acres located within the extraterritorial jurisdiction of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-2** and depicted on **Exhibit A-2**. Development of the Zone 1 Remainder Area is anticipated to include approximately 452 Lots developed with single-family homes.

Improvement Area #1 includes approximately 272.698 contiguous acres located within the extraterritorial jurisdiction of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-3** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 935 Lots developed with single-family homes (77 single-family homes that are on Lots classified as Lot Type 1, 215 single-family homes that are on Lots classified as Lot Type 2, 68 single-family homes that are on Lots classified as Lot Type 3, 312 single-family homes that are on Lots classified as Lot Type 4, 44 single-family homes that are on Lots classified as Lot Type 5, 143 single-family homes that are on Lots classified as Lot Type 6, 76 single-family homes that are on Lots classified as Lot Type 7).

## SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Owners and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City, except for various water improvements, which will be owned and operated either by the Bear Creek SUD or the Nevada SUD, and will be constructed in accordance with the applicable SUD's regulations and requirements. The budget for the Authorized Improvements is shown on **Exhibit B-1**. The budget for the Improvement Area #1 Authorized Improvements, allocated by POD, is shown on **Exhibit B-2**.

### A. Zone 1 Improvements

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for

roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Zone 1.

- *Water*

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

- *Drainage*

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

- *ROW Areas/Land Acquisition*

Includes road right of way that benefits all Lots within Zone 1.

- *Soft Costs*

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

## **B. Improvement Area #1 Improvements**

- *Streets*

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

- *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.

- *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.

- *ROW Areas/Land Acquisition*

Includes road right of way.

- *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.

### **C. Offsite Improvements**

- *Streets*

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

- *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 the District.

- *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 the District.

- *Wastewater Plant Site*

Includes costs for constructing the wastewater plant site.

- *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 the District.

- *ROW Areas/Land Acquisition*

Includes road right of way.

- *Soft Costs*

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

#### **D. Bond Issuance Costs**

- *Debt Service Reserve Fund*

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

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest 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 Bond, which includes a fee for underwriter's counsel.

- *Costs of Issuance*

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

**E. 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 must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for the District.

**Exhibit D** summarizes the sources and uses of funds required to construct the Zone 1 Improvements, Offsite Improvements, and Improvement Area #1 Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to show the amount required to fund the required reserves and issue the PID Bonds 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 governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and

justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

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

#### **A. Assessment Methodology**

Acting in its legislative capacity and based on information provided by the Owners and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Zone 1 Remainder Area Authorized Improvements shall be allocated to each Parcel in the Zone 1 Remainder Area based upon Estimated Buildout Value of each Parcel designated as Zone 1 Remainder Area Assessed Property to the Estimated Buildout Value of all Zone 1 Remainder Area Assessed Property. Currently, the Zone 1 Remainder Area Initial Parcel is the only Parcel within the Zone 1 Remainder Area shown on the tax rolls for Collin County, and as such, the Zone 1 Remainder Area Initial Parcel is allocated 100% of the Zone 1 Remainder Area Authorized Improvements.
- The costs of the Improvement Area #1 Authorized Improvements shall be allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, POD 2A, POD 2B-1, POD 2C POD 2D, and the Non-Assessed Property are the only Parcels within Improvement Area #1 which receive benefit from the Improvement Area #1 Projects, and as such, the Improvement Area #1 Authorized Improvements are allocated by the Developer's engineer in the Engineering Report attached to the SAP, and as confirmed by the City Engineer, first to the POD area and the Non-Assessed Property based on specific land use; and second, to each of these PODs pro rata based on the Estimated Buildout Value of each POD within Improvement Area #1 to the Estimated Buildout Value of all Improvement Area #1 Assessed Property; however the Non-Assessed Property will not be assessed. See **Exhibit H-2** for details.

#### **B. Assessments**

The Zone 1 Remainder Area Assessment will be levied on the Zone 1 Remainder Area Initial Parcel in the amount shown on the Zone 1 Remainder Area Assessment Roll, attached hereto as **Exhibit**

**E-1.** The projected Zone 1 Remainder Area Annual Installments are shown on **Exhibit E-2**. Upon division or subdivision of the Zone 1 Remainder Area Initial Parcel, the Zone 1 Remainder Area Assessment will be reallocated pursuant to **Section VI**.

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

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

### **C. Findings of Special Benefit**

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

- *Zone 1 Remainder Area*
  - The costs of the Zone 1 Remainder Area Authorized Improvements are estimated at \$8,046,000 as shown on **Exhibit B-1**;
  - The Zone 1 Remainder Area Assessed Property receives special benefit from the Zone 1 Remainder Area Authorized Improvements equal to or greater than the Actual Cost of the Zone 1 Remainder Area Authorized Improvements;
  - The Zone 1 Remainder Area Initial Parcel will be allocated 100% of the Zone 1 Remainder Area Assessment levied for the Zone 1 Remainder Area Authorized Improvements, which equals \$8,046,000 as shown on the Zone 1 Remainder Area Assessment Roll attached hereto as **Exhibit E-1**;
  - The special benefit ( $\geq$  \$8,046,000) received by the Zone 1 Remainder Area Initial Parcel from the Zone 1 Remainder Area Authorized Improvements is greater than or equal to the amount of the Zone 1 Remainder Area Assessment (\$8,046,000) levied on the Zone 1 Remainder Area Initial Parcel for the Zone 1 Remainder Area Authorized Improvements; and
  - At the time the City Council approved the Service and Assessment Plan, HMM/Stratford Elevon, GRBK Edgewood, and UMH Development owned 100% of

the Zone 1 Remainder Area Initial Parcel. These landowners acknowledged that the Zone 1 Remainder Area Authorized Improvements confer a special benefit on the Zone 1 Remainder Area Initial Parcel and consented to the imposition of the Zone 1 Remainder Area Assessments to pay for the Actual Costs associated therewith. HMH/Stratford Elevon, GRBK Edgewood, and UMH Development have ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of Zone 1 Remainder Area Assessment on the Zone 1 Remainder Area Initial Parcel.

▪ *Improvement Area #1*

- The costs of the Improvement Area #1 Authorized Improvements equal \$47,354,026 as shown on **Exhibit B-1**;
- The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #1 Authorized Improvements;
- The Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Authorized Improvements, which equals \$41,333,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**;
- The special benefit (  $\geq$  \$47,354,026) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Authorized Improvements is equal to or greater than the amount of the Improvement Area #1 Assessment (\$41,333,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Authorized Improvements; and
- At the time the City Council approved the Service and Assessment Plan, K Hovnanian Homes, HMH/Stratford Elevon, GRBK Edgewood, UMH Development, and Qualico, owned 100% of the Improvement Area #1 Assessed Property. These landowners acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. , K Hovnanian Homes, HMH/Stratford Elevon, GRBK Edgewood, UMH Development, and Qualico, ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits

described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Assessed Property.

**D. 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.

**E. Additional Interest**

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

The interest on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation shall be collected at rates established under the Reimbursement Agreement as part of the Improvement Area #1 Annual Installment pursuant to the Reimbursement Agreement.

**SECTION VI: TERMS OF THE ASSESSMENTS**

**A. Reallocation of Assessments**

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

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

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

Where the terms have the following meanings:

- A = the Assessment for the newly divided Assessed Property
- B = the Assessment for the Assessed Property prior to division
- C = the Estimated Buildout Value of the newly divided Assessed Property
- D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner. The Estimated Buildout Value for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, and Lot Type 7 are shown on **Exhibit H-1** and will not change in future Annual Service Plan Updates. 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 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 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 same Lot Type

Prior to the recording of a subdivision plat, the Owner 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 the Estimated Buildout Value information provided by the Owner. The Estimated Buildout Value for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, and Lot Type 7 are shown on **Exhibit H-1** and will not change in future Annual Service Plan Updates.

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 Parcel or Lot, 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.C.**

## **B. Mandatory Prepayment of Assessments**

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted 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 I.**

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

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

#### **D. Reduction of Assessments**

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement, the Actual Costs of any Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds are not issued, 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 are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund created under the Indenture relating to the specific set of PID Bonds affected by such reduction in Actual Costs, that are not expected to be used for the purposes of the Project Fund specified in such Indenture to redeem outstanding PID Bonds, unless otherwise directed by the applicable Indenture. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds, or for such other purposes authorized by an Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

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

#### **E. Prepayment of Assessments**

The owner of any Assessed Property may pay, at any time, 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 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 to the City Council for review and approval as part of the next Annual Service

Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

For purposes of Prepayments, the Improvement Area #1 Reimbursement Obligation is and will remain subordinated to (i) the Improvement Area #1 Bonds and (ii) any additional PID Bonds secured by a parity lien on the Improvement Area #1 Assessments issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation. For purposes of Prepayments, additional PID Bonds issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation will be on parity with the Improvement Area #1 Bonds.

#### **F. Payment of Assessment in Annual Installments**

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

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property not including any Non-Benefitted Property or Non-Assessed Property, as shown by the Collin 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. The City Council may provide for other means of collecting Annual Installments, to the extent permitted by the PID Act or other applicable law, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed

Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2023.

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

#### **G. Allocating Improvement Area #1 Annual Installments**

Any amounts collected from the Improvement Area #1 Annual Installments paid by the owner of Improvement Area #1 Assessed Property shall be allocated, first on a pro rata basis to amounts due for the Improvement Area #1 Bonds including any amounts due for Additional Interest and Annual Collection Costs, and second to amounts due the Improvement Area #1 Reimbursement Obligation.

For example, if the owner of a Parcel owes an Improvement Area #1 Annual Installment of \$1,000, of which \$500 is due for the Improvement Area #1 Bonds and \$500 is due for the Improvement Area #1 Reimbursement Obligation, then:

- If a partial Annual Installment of \$250 is made, \$250 shall be credited to the payment of Improvement Area #1 Bonds and \$0 shall be credited to the Improvement Area #1 Reimbursement Obligation.
- If a partial Annual Installment of \$500 is made, \$500 shall be credited to the payment of Improvement Area #1 Bonds and \$0 shall be credited to the Improvement Area #1 Reimbursement Obligation.
- If a partial Annual Installment of \$750 is made, \$500 shall be credited to the payment of Improvement Area #1 Bonds, and \$250 shall be credited to the Improvement Area #1 Reimbursement Obligation.

With regard to the payment of Annual Installments, the Improvement Area #1 Reimbursement Obligation will remain subordinated to (i) the Improvement Area #1 Bonds and (ii) any additional

PID Bonds secured by a parity lien on the Improvement Area #1 Assessments issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation. With regard to the payment of Annual Installments, additional PID Bonds issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation will be on parity with the Improvement Area #1 Bonds.

#### **H. 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-Benefitted 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-Benefitted 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 in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or 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 Remainder 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-Benefitted 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 be \$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 Annual Installments 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 Remainder Area Assessment Roll is attached as **Exhibit E-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Zone 1 Remainder Assessment Roll and Zone 1 Remainder Area Annual Installments for each Parcel as part of each Annual Service Plan Update.

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

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Calculation Errors**

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

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

#### **B. Amendments**

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

#### **C. Administration and Interpretation**

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

#### **D. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix C-1** through **Appendix C-12**.

Within seven days of approval by the City Council, the City shall file with the county clerk of the County, and record in the real property records of the County this Service and Assessment Plan, and any future Annual Service Plan Updates. This Service and Assessment Plan and any future Annual Service Plan Updates shall be filed and recorded in their entirety.

#### **E. Severability**

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

## EXHIBITS

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

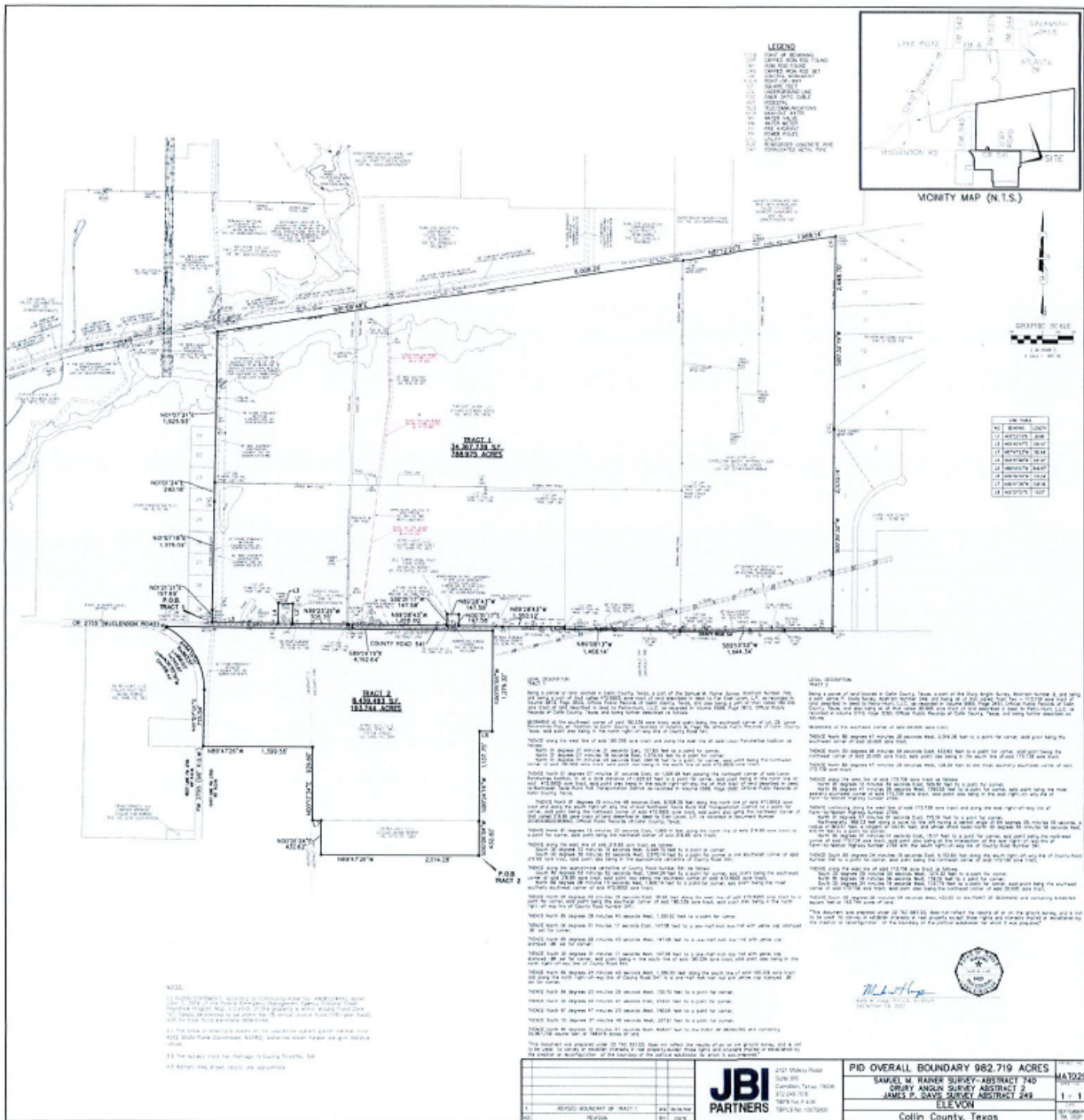
- Exhibit A-1** Map of the District
- Exhibit A-2** Map of the Future Improvement Area, Zone 1, Improvement Area #1, Zone 1 Remainder Area, and PODs
- Exhibit B-1** Project Costs
- Exhibit B-2** Improvement Area #1 Authorized Improvements by POD
- Exhibit C** Service Plan
- Exhibit D** Sources and Uses of Funds
- Exhibit E-1** Zone 1 Remainder Area Assessment Roll
- Exhibit E-2** Zone 1 Remainder Area Annual Installments
- Exhibit F-1** Improvement Area #1 Assessment Roll
- Exhibit F-2** Improvement Area #1 Annual Installments
- Exhibit F-3** POD 2A Annual Installments
- Exhibit F-4** POD 2B-1 Annual Installments
- Exhibit F-5** POD 2C Annual Installments
- Exhibit F-6** POD 2D Annual Installments
- Exhibit G-1** Maps of Zone 1 Improvements and Offsite Improvements
- Exhibit G-2** Maps of Improvement Area #1 Improvements
- Exhibit H-1** Maximum Assessment and Tax Rate Equivalent
- Exhibit H-2** Improvement Area #1 POD Allocation
- Exhibit I** Form of Notice of Assessment Termination
- Exhibit J-1** Debt Service Schedule for Zone 1 Remainder Area Bonds
- Exhibit J-2** Debt Service Schedule for Improvement Area #1 Bonds
- Exhibit J-3** Annual Installment Schedule for the Improvement Area #1 Reimbursement Obligation
- Exhibit K-1** District Legal Description
- Exhibit K-2** Future Improvement Area Legal Description
- Exhibit K-3** Zone 1 Legal Description
- Exhibit K-4** Improvement Area #1 Legal Description
- Exhibit K-5** Zone 1 Remainder Area

## APPENDICES

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

<b>Appendix A</b>	Engineer's Report
<b>Appendix B</b>	Sources and Uses of Funds in Improvement Area #1 by POD
<b>Appendix C-1</b>	Zone 1 Remainder Area Initial Parcel Buyer Disclosure
<b>Appendix C-2</b>	POD 2A Buyer Disclosure
<b>Appendix C-3</b>	POD 2B-1 Buyer Disclosure
<b>Appendix C-4</b>	POD 2C Buyer Disclosure
<b>Appendix C-5</b>	POD 2D Buyer Disclosure
<b>Appendix C-6</b>	Improvement Area #1 Lot Type 1 Buyer Disclosure
<b>Appendix C-7</b>	Improvement Area #1 Lot Type 2 Buyer Disclosure
<b>Appendix C-8</b>	Improvement Area #1 Lot type 3 Buyer Disclosure
<b>Appendix C-9</b>	Improvement Area #1 Lot Type 4 Buyer Disclosure
<b>Appendix C-10</b>	Improvement Area #1 Lot Type 5 Buyer Disclosure
<b>Appendix C-11</b>	Improvement Area #1 Lot Type 6 Buyer Disclosure
<b>Appendix C-12</b>	Improvement Area #1 Lot Type 7 Buyer Disclosure

# EXHIBIT A-1 – MAP OF THE DISTRICT





## EXHIBIT B-1 – PROJECT COSTS

	Total	Private	Oversizing	Non-Assessed Property <sup>1</sup>	PID Funded Costs Total	Zone 1 Remainder Area Authorized Improvements		Improvement Area #1 Authorized Improvements	
						% <sup>2</sup>	Cost	% <sup>2</sup>	Cost
<b>Zone 1 Improvements</b>									
Streets <sup>3</sup>	\$ 5,039,515	\$ -	\$ -	\$ -	\$ 5,039,515	32.16%	\$ 1,620,870	67.84%	\$ 3,418,645
Water	1,589,146	-	-	-	1,589,146	32.16%	511,121	67.84%	1,078,025
Sewer	404,293	-	-	-	404,293	32.16%	130,034	67.84%	274,259
Drainage	521,867	-	-	-	521,867	32.16%	167,849	67.84%	354,018
ROW Areas	516,600	-	-	-	516,600	32.16%	166,155	67.84%	350,445
Soft Costs <sup>4</sup>	3,146,170	-	-	-	3,146,170	32.16%	1,011,910	67.84%	2,134,260
	<u>\$ 11,217,591</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,217,591</u>		<u>\$ 3,607,939</u>		<u>\$ 7,609,652</u>
<b>Improvement Area #1 Improvements</b>									
Streets	\$ 11,981,250	\$ -	\$ -	\$ 22,432	\$ 11,958,818	0.00%	\$ -	100.00%	\$ 11,958,818
Water	3,498,472	-	-	-	3,498,472	0.00%	-	100.00%	3,498,472
Sewer	3,139,817	-	-	-	3,139,817	0.00%	-	100.00%	3,139,817
Drainage	3,931,421	-	-	20,625	3,910,796	0.00%	-	100.00%	3,910,796
ROW Areas	2,030,580	-	-	-	2,030,580	0.00%	-	100.00%	2,030,580
Soft Costs <sup>5</sup>	4,716,434	-	-	-	4,716,434	0.00%	-	100.00%	4,716,434
	<u>\$ 29,297,974</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 43,057</u>	<u>\$ 29,254,917</u>		<u>\$ -</u>		<u>\$ 29,254,917</u>
<b>Offsite Improvements<sup>6</sup></b>									
Streets	\$ 2,224,177	\$ -	\$ 104,016	\$ -	\$ 2,120,161	32.16%	\$ 681,912	67.84%	\$ 1,438,249
Water	1,079,834	-	53,992	-	1,025,842	32.16%	329,944	67.84%	695,898
Sewer	651,090	-	31,004	-	620,086	32.16%	199,440	67.84%	420,646
Wastewater Plant Site	233,550	-	-	-	233,550	32.16%	75,117	67.84%	158,433
Drainage	872,150	-	41,531	-	830,619	32.16%	267,154	67.84%	563,465
ROW Areas	1,604,800	-	-	-	1,604,800	32.16%	516,155	67.84%	1,088,645
Soft Costs <sup>4</sup>	1,691,395	-	-	-	1,691,395	32.16%	544,007	67.84%	1,147,388
	<u>\$ 8,356,996</u>	<u>\$ -</u>	<u>\$ 230,543</u>	<u>\$ -</u>	<u>\$ 8,126,453</u>		<u>\$ 2,613,729</u>		<u>\$ 5,512,724</u>
<b>Private Improvements</b>									
Earthwork	\$ 1,615,568	\$ 1,615,568	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%	\$ -
Retaining Walls	1,064,675	1,064,675	-	-	-	0.00%	-	0.00%	-
Erosion Control	288,063	288,063	-	-	-	0.00%	-	0.00%	-
Soft Costs	671,712	671,712	-	-	-	0.00%	-	0.00%	-
City Fees	843,370	843,370	-	-	-	0.00%	-	0.00%	-
Contingency	148,415	148,415	-	-	-	0.00%	-	0.00%	-
	<u>\$ 4,631,803</u>	<u>\$ 4,631,803</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
<b>Bond Issuance Costs</b>									
Debt Service Reserve Fund	\$ 2,412,324				\$ 2,412,324		\$ 509,960		\$ 1,902,364
Capitalized Interest	1,284,452				1,284,452		555,613		728,839
Underwriter's Discount	1,178,250				1,178,250		241,380		936,870
Costs of Issuance	1,851,039				1,851,039		487,379		1,363,660
	<u>\$ 6,726,064</u>				<u>\$ 6,726,064</u>		<u>\$ 1,794,332</u>		<u>\$ 4,931,732</u>
<b>Other Costs</b>									
Deposit to Administrative Fund	\$ 75,000				\$ 75,000		\$ 30,000		\$ 45,000
	<u>\$ 75,000</u>				<u>\$ 75,000</u>		<u>\$ 30,000</u>		<u>\$ 45,000</u>
<b>Total</b>	<b>\$ 60,305,428</b>	<b>\$ 4,631,803</b>	<b>\$ 230,543</b>	<b>\$ 43,057</b>	<b>\$ 55,400,026</b>		<b>\$ 8,046,000</b>		<b>\$ 47,354,026</b>

**Notes:**

<sup>1</sup> The Improvement Area #1 Authorized Improvements are allocated by the Developer's engineer in the Engineering Report attached to the SAP and **Appendix A**, and as confirmed by the City Engineer, first to the POD area and the Non-Assessed Property based on specific land use. Non-Assessed Property within the District requires oversizing of some improvements to bring District to finished Lot value. Costs attributable to Non-Assessed Property provided by Owner 1/4/2022.

<sup>2</sup> PID Funded Zone 1 Improvements are allocated between Improvement Area #1 and the Zone 1 Remainder Area pro rata based on the ratio of Estimated Buildout Value of each area to the Estimated Buildout Value of Zone 1. The Estimated Buildout Value of Improvement Area #1 is \$315,981,000, the Estimated Buildout Value of the Zone 1 Remainder Area is \$149,815,000 and the Estimated Buildout Value of Zone 1 is \$465,796,000 so 67.84% of PID Funded Zone 1 Improvements are allocated to Improvement Area #1 ( $315,981,000 / 465,796,000 = 67.84\%$ ) and 32.16% of PID Funded Zone 1 Improvements are allocated to the Zone 1 Remainder Area ( $149,815,000 / 465,796,000 = 32.16\%$ ).

<sup>3</sup> Zone 1 Improvement streets includes paving, earthwork, and erosion control.

<sup>4</sup> Zone 1 Improvement soft costs and Offsite Improvement soft costs include offsite and onsite engineering, surveying, construction services, city fees, contingency, construction management, and District Creation Costs.

<sup>5</sup> Improvement Area #1 soft costs include engineering, surveying, construction services, construction management fee, and contingency.

<sup>6</sup> PID Funded Offsite Improvements are allocated between Improvement Area #1 and the Zone 1 Remainder Area in the same manner as the PID Funded Zone 1 Improvements.

## EXHIBIT B-2 – IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS

	Total	POD 2A		POD 2B-1		POD 2C		POD 2D	
		% <sup>1</sup>	Cost	% <sup>1</sup>	Cost	% <sup>1</sup>	Cost	% <sup>1</sup>	Cost
<i>Zone 1 Improvements</i>									
Streets <sup>2</sup>	\$ 3,418,645	24.01%	\$ 820,957	19.69%	\$ 673,275	34.07%	\$ 1,164,573	22.23%	\$ 759,839
Water	1,078,025	24.01%	258,878	19.69%	212,309	34.07%	367,233	22.23%	239,606
Sewer	274,259	24.01%	65,861	19.69%	54,013	34.07%	93,427	22.23%	60,958
Drainage	354,018	24.01%	85,014	19.69%	69,721	34.07%	120,597	22.23%	78,685
ROW Areas	350,445	24.01%	84,156	19.69%	69,017	34.07%	119,380	22.23%	77,891
Soft Costs <sup>3</sup>	2,134,260	24.01%	512,523	19.69%	420,326	34.07%	727,043	22.23%	474,368
	<u>\$ 7,609,652</u>		<u>\$ 1,827,390</u>		<u>\$ 1,498,662</u>		<u>\$ 2,592,254</u>		<u>\$ 1,691,347</u>
<i>Improvement Area #1 Improvements</i>									
Streets	\$ 11,958,818	24.01%	\$ 2,871,803	19.69%	\$ 2,355,196	34.07%	\$ 4,073,812	22.23%	\$ 2,658,007
Water	3,498,472	24.01%	840,127	19.69%	688,997	34.07%	1,191,766	22.23%	777,582
Sewer	3,139,817	24.01%	753,999	19.69%	618,363	34.07%	1,069,589	22.23%	697,866
Drainage	3,910,796	24.01%	939,143	19.69%	770,201	34.07%	1,332,226	22.23%	869,227
ROW Areas	2,030,580	24.01%	487,626	19.69%	399,907	34.07%	691,724	22.23%	451,324
Soft Costs <sup>4</sup>	4,716,434	24.01%	1,132,609	19.69%	928,865	34.07%	1,606,669	22.23%	1,048,290
	<u>\$ 29,254,917</u>		<u>\$ 7,025,306</u>		<u>\$ 5,761,528</u>		<u>\$ 9,965,787</u>		<u>\$ 6,502,296</u>
<i>Offsite Improvements<sup>5</sup></i>									
Streets	\$ 1,438,249	24.01%	\$ 345,383	19.69%	\$ 283,252	34.07%	\$ 489,944	22.23%	\$ 319,670
Water	695,898	24.01%	167,114	19.69%	137,052	34.07%	237,060	22.23%	154,673
Sewer	420,646	24.01%	101,014	19.69%	82,843	34.07%	143,295	22.23%	93,494
Wastewater Plant Site	158,433	24.01%	38,046	19.69%	31,202	34.07%	53,971	22.23%	35,214
Drainage	563,465	24.01%	135,311	19.69%	110,970	34.07%	191,946	22.23%	125,238
ROW Areas	1,088,645	24.01%	261,428	19.69%	214,400	34.07%	370,850	22.23%	241,966
Soft Costs <sup>3</sup>	1,147,388	24.01%	275,535	19.69%	225,969	34.07%	390,862	22.23%	255,022
	<u>\$ 5,512,724</u>		<u>\$ 1,323,831</u>		<u>\$ 1,085,688</u>		<u>\$ 1,877,928</u>		<u>\$ 1,225,277</u>
<i>Bond Issuance Costs</i>									
Debt Service Reserve Fund	\$ 1,902,364	24.01%	\$ 456,836	19.69%	\$ 374,656	34.07%	\$ 648,047	22.23%	\$ 422,826
Capitalized Interest	728,839	24.01%	175,024	19.69%	143,539	34.07%	248,281	22.23%	161,994
Underwriter's Discount	936,870	24.01%	224,981	19.69%	184,509	34.07%	319,148	22.23%	208,232
Costs of Issuance	1,363,660	24.01%	327,471	19.69%	268,562	34.07%	464,535	22.23%	303,092
	<u>\$ 4,931,732</u>		<u>\$ 1,184,311</u>		<u>\$ 971,266</u>		<u>\$ 1,680,011</u>		<u>\$ 1,096,143</u>
<i>Other Costs</i>									
Deposit to Administrative Fund	\$ 45,000	24.01%	\$ 10,806	19.69%	\$ 8,862	34.07%	\$ 15,329	22.23%	\$ 10,002
	<u>\$ 45,000</u>		<u>\$ 10,806</u>		<u>\$ 8,862</u>		<u>\$ 15,329</u>		<u>\$ 10,002</u>
<b>Total</b>	<b>\$ 47,354,026</b>		<b>\$ 11,371,644</b>		<b>\$ 9,326,007</b>		<b>\$ 16,131,310</b>		<b>\$ 10,525,065</b>

**Notes:**

<sup>1</sup> Improvement Area #1 Authorized Improvements are allocated between POD 2A, POD 2B-1, POD 2C, and POD 2D pro rata based on the ratio of Estimated Buildout Value of each area to the Estimated Buildout Value of Zone 1. See Exhibit H-2 for the Estimated Buildout Value calculations for the PODs within Improvement Area #1.

<sup>2</sup> Zone 1 Improvement streets includes paving, earthwork, and erosion control.

<sup>3</sup> Zone 1 Improvement soft costs and Offsite Improvement soft costs include offsite and onsite engineering, surveying, construction services, city fees, contingency, construction management, and District Creation Costs.

<sup>4</sup> Improvement Area #1 soft costs include engineering, surveying, construction services, construction management fee, and contingency.

<sup>5</sup> Offsite Improvements are allocated between Improvement Area #1 and the Zone 1 Remainder Area in the same manner as the Zone 1 Improvements.

## EXHIBIT C – SERVICE PLAN

Zone 1 Remainder Area							
		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ -	\$ -	\$ 144,000	\$ 150,000	\$ 155,000	\$ 161,000
Interest		204,700	350,914	350,914	345,514	339,889	334,076
Capitalized Interest		(204,700)	(350,914)	-	-	-	-
	(1)	\$ -	\$ -	\$ 494,914	\$ 495,514	\$ 494,889	\$ 495,076
Additional Interest	(2)	\$ -	\$ 40,230	\$ 40,230	\$ 39,510	\$ 38,760	\$ 37,985
Annual Collection Costs	(3)	\$ -	\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,473	\$ 33,122
<b>Total Annual Installment Due</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ -</b>	<b>\$ 70,830</b>	<b>\$ 566,356</b>	<b>\$ 566,860</b>	<b>\$ 566,122</b>	<b>\$ 566,184</b>

Improvement Area #1							
		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
<i>Improvement Area #1 Bonds</i>							
Principal		\$ -	\$ 464,000	\$ 559,000	\$ 581,000	\$ 603,000	\$ 626,000
Interest		728,839	1,249,438	1,233,198	1,213,633	1,193,298	1,172,193
Capitalized Interest		(728,839)	-	-	-	-	-
Additional Interest		-	156,145	153,825	151,030	148,125	145,110
	(1)	\$ -	\$ 1,869,583	\$ 1,946,023	\$ 1,945,663	\$ 1,944,423	\$ 1,943,303
<i>Improvement Area #1 Reimbursement Obligation</i>							
Principal		\$ -	\$ -	\$ 179,000	\$ 187,000	\$ 196,000	\$ 204,000
Interest		-	700,712	442,555	434,715	426,524	417,940
	(2)	\$ -	\$ 700,712	\$ 621,555	\$ 621,715	\$ 622,524	\$ 621,940
Annual Collection Costs	(3)	\$ -	\$ 45,900	\$ 46,818	\$ 47,754	\$ 48,709	\$ 49,684
<b>Total Annual Installment Due</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ -</b>	<b>\$ 2,616,195</b>	<b>\$ 2,614,396</b>	<b>\$ 2,615,132</b>	<b>\$ 2,615,656</b>	<b>\$ 2,614,926</b>

## EXHIBIT D – SOURCES AND USES OF FUNDS

	Private/Oversizing	Zone 1 Remainder Area	Improvement Area #1
Zone 1 Remainder Area Bond Par	\$ -	\$ 8,046,000	\$ -
Improvement Area #1 Bond Par <sup>1</sup>	-	-	31,229,000
Improvement Area #1 Bond Original Issue Discount	-	-	(289,415)
Improvement Area #1 Reimbursement Obligation	-	-	10,104,000
Owner or Homebuilder Participation - Offsite Improvements <sup>2</sup>	230,543	-	-
Owner or Homebuilder Participation - Private Improvements <sup>2</sup>	4,631,803	-	-
Owner or Homebuilder Participation - Non-Assessed Property <sup>2</sup>	43,057	-	-
Owner or Homebuilder Participation <sup>3</sup>	-	-	6,310,441
<b>Total Sources</b>	<b>\$ 4,905,403</b>	<b>\$ 8,046,000</b>	<b>\$ 47,354,026</b>
<b>Uses of Funds</b>			
Zone 1 Improvements	\$ -	\$ 3,607,939	\$ 7,609,652
Improvement Area #1 Improvements	43,057	-	29,254,917
Offsite Improvements	230,543	2,613,729	5,512,724
Private Improvements	4,631,803	-	-
	<u>\$ 4,905,403</u>	<u>\$ 6,221,668</u>	<u>\$ 42,377,294</u>
<i>Bond Issuance Costs</i>			
Debt Service Reserve Fund	\$ -	\$ 509,960	\$ 1,902,364
Capitalized Interest	-	555,613	728,839
Underwriter's Discount	-	241,380	936,870
Costs of Issuance	-	487,379	1,363,660
	<u>\$ -</u>	<u>\$ 1,794,332</u>	<u>\$ 4,931,732</u>
<i>Other Costs</i>			
Deposit to Administrative Fund	\$ -	\$ 30,000	\$ 45,000
	<u>\$ -</u>	<u>\$ 30,000</u>	<u>\$ 45,000</u>
<b>Total Uses</b>	<b>\$ 4,905,403</b>	<b>\$ 8,046,000</b>	<b>\$ 47,354,026</b>

*Notes:*

<sup>1</sup> Improvement Area #1 Bond sizing based on an estimated appraised value of \$1,400 per front foot per Lot. Any future increase in the Improvement Area #1 Bond par resulting from value adjustments in appraisal will become restricted funds, per the terms of the Development Agreement.

<sup>2</sup> Not reimburseable to Owner through Assessments.

<sup>3</sup> Not reimburseable to Owner through Assessments. To be financed through TIRZ No. 2.

## EXHIBIT E-1 – ZONE 1 REMAINDER AREA ASSESSMENT ROLL

Property ID <sup>1</sup>	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2023 <sup>2</sup>
1290169, 1290203, 2032794, 1290150	Zone 1 Remainder Area Initial Parcel	\$ 8,046,000.00	\$ 70,830.00
<b>Total</b>		<b>\$ 8,046,000.00</b>	<b>\$ 70,830.00</b>

**Notes:**

<sup>1</sup> Subject to change. The Zone 1 Remainder Area Assessment and Zone 1 Remainder Area Annual Installment will be allocated to each property ID within the Zone 1 Remainder Area Initial Parcel based on acreage for billing purposes.

<sup>2</sup> Annual Installment covers the period September 1, 2022 to August 31, 2023 and is due by January 31, 2023.

## EXHIBIT E-2 – ZONE 1 REMAINDER AREA ANNUAL INSTALLMENTS

Due 1/31	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Annual Collection Costs	Total Annual Installment
2022	\$ -	\$ 204,700	\$ (204,700)	\$ -	\$ -	\$ -	\$ -
2023	\$ -	\$ 350,914	\$ (350,914)	\$ 40,230	\$ -	\$ 30,600	\$ 70,830
2024	\$ 144,000	\$ 350,914	\$ -	\$ 40,230	\$ -	\$ 31,212	\$ 566,356
2025	\$ 150,000	\$ 345,514	\$ -	\$ 39,510	\$ -	\$ 31,836	\$ 566,860
2026	\$ 155,000	\$ 339,889	\$ -	\$ 38,760	\$ -	\$ 32,473	\$ 566,122
2027	\$ 161,000	\$ 334,076	\$ -	\$ 37,985	\$ -	\$ 33,122	\$ 566,184
2028	\$ 167,000	\$ 328,039	\$ -	\$ 37,180	\$ -	\$ 33,785	\$ 566,004
2029	\$ 174,000	\$ 321,150	\$ -	\$ 36,345	\$ -	\$ 34,461	\$ 565,956
2030	\$ 182,000	\$ 313,973	\$ -	\$ 35,475	\$ -	\$ 35,150	\$ 566,597
2031	\$ 189,000	\$ 306,465	\$ -	\$ 34,565	\$ -	\$ 35,853	\$ 565,883
2032	\$ 198,000	\$ 298,669	\$ -	\$ 33,620	\$ -	\$ 36,570	\$ 566,859
2033	\$ 206,000	\$ 290,501	\$ -	\$ 32,630	\$ -	\$ 37,301	\$ 566,432
2034	\$ 215,000	\$ 281,489	\$ -	\$ 31,600	\$ -	\$ 38,047	\$ 566,136
2035	\$ 225,000	\$ 272,083	\$ -	\$ 30,525	\$ -	\$ 38,808	\$ 566,416
2036	\$ 235,000	\$ 262,239	\$ -	\$ 29,400	\$ -	\$ 39,584	\$ 566,223
2037	\$ 246,000	\$ 251,958	\$ -	\$ 28,225	\$ -	\$ 40,376	\$ 566,559
2038	\$ 257,000	\$ 241,195	\$ -	\$ 26,995	\$ -	\$ 41,184	\$ 566,374
2039	\$ 269,000	\$ 229,951	\$ -	\$ 25,710	\$ -	\$ 42,007	\$ 566,668
2040	\$ 281,000	\$ 218,183	\$ -	\$ 24,365	\$ -	\$ 42,847	\$ 566,395
2041	\$ 294,000	\$ 205,889	\$ -	\$ 22,960	\$ -	\$ 43,704	\$ 566,553
2042	\$ 307,000	\$ 193,026	\$ -	\$ 21,490	\$ -	\$ 44,578	\$ 566,095
2043	\$ 321,000	\$ 179,595	\$ -	\$ 19,955	\$ -	\$ 45,470	\$ 566,020
2044	\$ 336,000	\$ 165,150	\$ -	\$ 18,350	\$ -	\$ 46,379	\$ 565,879
2045	\$ 352,000	\$ 150,030	\$ -	\$ 16,670	\$ -	\$ 47,307	\$ 566,007
2046	\$ 369,000	\$ 134,190	\$ -	\$ 14,910	\$ -	\$ 48,253	\$ 566,353
2047	\$ 387,000	\$ 117,585	\$ -	\$ 13,065	\$ -	\$ 49,218	\$ 566,868
2048	\$ 405,000	\$ 100,170	\$ -	\$ 11,130	\$ -	\$ 50,203	\$ 566,503
2049	\$ 424,000	\$ 81,945	\$ -	\$ 9,105	\$ -	\$ 51,207	\$ 566,257
2050	\$ 444,000	\$ 62,865	\$ -	\$ 6,985	\$ -	\$ 52,231	\$ 566,081
2051	\$ 465,000	\$ 42,885	\$ -	\$ 4,765	\$ -	\$ 53,275	\$ 565,925
2052	\$ 488,000	\$ 21,960	\$ -	\$ 2,440	\$ (509,960)	\$ 54,341	\$ 56,781
<b>Total</b>	<b>\$ 8,046,000</b>	<b>\$ 6,997,188</b>	<b>\$ (555,613)</b>	<b>\$ 765,175</b>	<b>\$ (509,960)</b>	<b>\$ 1,241,383</b>	<b>\$ 15,984,173</b>

<sup>1</sup> Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

*Note: 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 F-1 –IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Property ID <sup>1</sup>	Lot Type	Outstanding Assessment		Annual Installment due 1/31/2023 <sup>2</sup>
		Improvement Area #1 Bonds	Improvement Area #1 Reimbursement Obligation	
1290178, 1290169	POD 2A	\$ 7,499,363.95	\$ 2,426,384.88	\$ 628,255.71
1290178, 1290150	POD 2B-1	\$ 6,150,308.63	\$ 1,989,904.20	\$ 515,239.23
1290169, 1290203, 2032794	POD 2C	\$ 10,638,264.83	\$ 3,441,961.89	\$ 891,215.67
2032794	POD 2D	\$ 6,941,062.59	\$ 2,245,749.03	\$ 581,484.28
<b>Total</b>		<b>\$ 31,229,000.00</b>	<b>\$ 10,104,000.00</b>	<b>\$ 2,616,194.90</b>

*Notes:*

<sup>1</sup> Subject to change. The Improvement Area #1 Assessment and Improvement Area #1 Annual Installment allocable Improvement Area #1 Assessed Property will be allocated to each Property ID within each POD pro rata based on acreage for billing purposes.

<sup>2</sup> Annual Installment covers the period September 1, 2022 to August 31, 2023 and is due by January 31, 2023.

## EXHIBIT F-2 –IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 728,839	\$ (728,839)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 464,000	\$ 1,249,438	\$ -	\$ 156,145	\$ -	\$ -	\$ 700,712	\$ 45,900	\$ 2,616,195
2024	\$ 559,000	\$ 1,233,198	\$ -	\$ 153,825	\$ -	\$ 179,000	\$ 442,555	\$ 46,818	\$ 2,614,396
2025	\$ 581,000	\$ 1,213,633	\$ -	\$ 151,030	\$ -	\$ 187,000	\$ 434,715	\$ 47,754	\$ 2,615,132
2026	\$ 603,000	\$ 1,193,298	\$ -	\$ 148,125	\$ -	\$ 196,000	\$ 426,524	\$ 48,709	\$ 2,615,656
2027	\$ 626,000	\$ 1,172,193	\$ -	\$ 145,110	\$ -	\$ 204,000	\$ 417,940	\$ 49,684	\$ 2,614,926
2028	\$ 650,000	\$ 1,150,283	\$ -	\$ 141,980	\$ -	\$ 213,000	\$ 409,004	\$ 50,677	\$ 2,614,944
2029	\$ 678,000	\$ 1,125,095	\$ -	\$ 138,730	\$ -	\$ 222,000	\$ 399,675	\$ 51,691	\$ 2,615,191
2030	\$ 706,000	\$ 1,098,823	\$ -	\$ 135,340	\$ -	\$ 232,000	\$ 389,951	\$ 52,725	\$ 2,614,839
2031	\$ 736,000	\$ 1,071,465	\$ -	\$ 131,810	\$ -	\$ 242,000	\$ 379,790	\$ 53,779	\$ 2,614,844
2032	\$ 767,000	\$ 1,042,945	\$ -	\$ 128,130	\$ -	\$ 253,000	\$ 369,190	\$ 54,855	\$ 2,615,120
2033	\$ 800,000	\$ 1,013,224	\$ -	\$ 124,295	\$ -	\$ 264,000	\$ 358,109	\$ 55,952	\$ 2,615,579
2034	\$ 835,000	\$ 981,224	\$ -	\$ 120,295	\$ -	\$ 276,000	\$ 346,546	\$ 57,071	\$ 2,616,135
2035	\$ 871,000	\$ 947,824	\$ -	\$ 116,120	\$ -	\$ 288,000	\$ 334,457	\$ 58,212	\$ 2,615,613
2036	\$ 909,000	\$ 912,984	\$ -	\$ 111,765	\$ -	\$ 300,000	\$ 321,842	\$ 59,377	\$ 2,614,968
2037	\$ 949,000	\$ 876,624	\$ -	\$ 107,220	\$ -	\$ 313,000	\$ 308,702	\$ 60,564	\$ 2,615,110
2038	\$ 990,000	\$ 838,664	\$ -	\$ 102,475	\$ -	\$ 327,000	\$ 294,993	\$ 61,775	\$ 2,614,907
2039	\$ 1,034,000	\$ 799,064	\$ -	\$ 97,525	\$ -	\$ 341,000	\$ 280,670	\$ 63,011	\$ 2,615,270
2040	\$ 1,079,000	\$ 757,704	\$ -	\$ 92,355	\$ -	\$ 356,000	\$ 265,735	\$ 64,271	\$ 2,615,064
2041	\$ 1,126,000	\$ 714,544	\$ -	\$ 86,960	\$ -	\$ 372,000	\$ 250,142	\$ 65,557	\$ 2,615,202
2042	\$ 1,175,000	\$ 669,504	\$ -	\$ 81,330	\$ -	\$ 388,000	\$ 233,848	\$ 66,868	\$ 2,614,550
2043	\$ 1,227,000	\$ 622,504	\$ -	\$ 75,455	\$ -	\$ 405,000	\$ 216,854	\$ 68,205	\$ 2,615,018
2044	\$ 1,282,000	\$ 571,890	\$ -	\$ 69,320	\$ -	\$ 423,000	\$ 199,115	\$ 69,569	\$ 2,614,894
2045	\$ 1,340,000	\$ 519,008	\$ -	\$ 62,910	\$ -	\$ 441,000	\$ 180,587	\$ 70,960	\$ 2,614,465
2046	\$ 1,401,000	\$ 463,733	\$ -	\$ 56,210	\$ -	\$ 461,000	\$ 161,272	\$ 72,380	\$ 2,615,594
2047	\$ 1,464,000	\$ 405,941	\$ -	\$ 49,205	\$ -	\$ 481,000	\$ 141,080	\$ 73,827	\$ 2,615,053
2048	\$ 1,530,000	\$ 345,551	\$ -	\$ 41,885	\$ -	\$ 502,000	\$ 120,012	\$ 75,304	\$ 2,614,752
2049	\$ 1,600,000	\$ 282,439	\$ -	\$ 34,235	\$ -	\$ 524,000	\$ 98,024	\$ 76,810	\$ 2,615,508
2050	\$ 1,672,000	\$ 216,439	\$ -	\$ 26,235	\$ -	\$ 547,000	\$ 75,073	\$ 78,346	\$ 2,615,093
2051	\$ 1,748,000	\$ 147,469	\$ -	\$ 17,875	\$ -	\$ 571,000	\$ 51,115	\$ 79,913	\$ 2,615,371
2052	\$ 1,827,000	\$ 75,364	\$ -	\$ 9,135	\$ (1,902,364)	\$ 596,000	\$ 26,105	\$ 81,511	\$ 712,751
<b>Total</b>	<b>\$ 31,229,000</b>	<b>\$ 24,440,900</b>	<b>\$ (728,839)</b>	<b>\$ 2,913,030</b>	<b>\$ (1,902,364)</b>	<b>\$ 10,104,000</b>	<b>\$ 8,634,338</b>	<b>\$ 1,862,075</b>	<b>\$ 76,552,140</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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 F-3 –POD 2A ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 175,024	\$ (175,024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 111,425	\$ 300,041	\$ -	\$ 37,497	\$ -	\$ -	\$ 168,270	\$ 11,022	\$ 628,256
2024	\$ 134,239	\$ 296,141	\$ -	\$ 36,940	\$ -	\$ 42,985	\$ 106,276	\$ 11,243	\$ 627,824
2025	\$ 139,522	\$ 291,443	\$ -	\$ 36,268	\$ -	\$ 44,906	\$ 104,393	\$ 11,468	\$ 628,000
2026	\$ 144,805	\$ 286,560	\$ -	\$ 35,571	\$ -	\$ 47,068	\$ 102,426	\$ 11,697	\$ 628,126
2027	\$ 150,328	\$ 281,492	\$ -	\$ 34,847	\$ -	\$ 48,989	\$ 100,364	\$ 11,931	\$ 627,951
2028	\$ 156,092	\$ 276,230	\$ -	\$ 34,095	\$ -	\$ 51,150	\$ 98,219	\$ 12,170	\$ 627,955
2029	\$ 162,816	\$ 270,181	\$ -	\$ 33,315	\$ -	\$ 53,311	\$ 95,978	\$ 12,413	\$ 628,015
2030	\$ 169,540	\$ 263,872	\$ -	\$ 32,501	\$ -	\$ 55,713	\$ 93,643	\$ 12,661	\$ 627,930
2031	\$ 176,744	\$ 257,303	\$ -	\$ 31,653	\$ -	\$ 58,114	\$ 91,203	\$ 12,915	\$ 627,931
2032	\$ 184,188	\$ 250,454	\$ -	\$ 30,769	\$ -	\$ 60,756	\$ 88,658	\$ 13,173	\$ 627,998
2033	\$ 192,113	\$ 243,317	\$ -	\$ 29,848	\$ -	\$ 63,397	\$ 85,997	\$ 13,436	\$ 628,108
2034	\$ 200,518	\$ 235,632	\$ -	\$ 28,888	\$ -	\$ 66,279	\$ 83,220	\$ 13,705	\$ 628,241
2035	\$ 209,163	\$ 227,611	\$ -	\$ 27,885	\$ -	\$ 69,161	\$ 80,317	\$ 13,979	\$ 628,116
2036	\$ 218,288	\$ 219,245	\$ -	\$ 26,839	\$ -	\$ 72,042	\$ 77,288	\$ 14,259	\$ 627,961
2037	\$ 227,894	\$ 210,513	\$ -	\$ 25,748	\$ -	\$ 75,164	\$ 74,132	\$ 14,544	\$ 627,995
2038	\$ 237,740	\$ 201,398	\$ -	\$ 24,608	\$ -	\$ 78,526	\$ 70,840	\$ 14,835	\$ 627,946
2039	\$ 248,306	\$ 191,888	\$ -	\$ 23,420	\$ -	\$ 81,888	\$ 67,400	\$ 15,131	\$ 628,034
2040	\$ 259,112	\$ 181,956	\$ -	\$ 22,178	\$ -	\$ 85,490	\$ 63,814	\$ 15,434	\$ 627,984
2041	\$ 270,399	\$ 171,591	\$ -	\$ 20,883	\$ -	\$ 89,332	\$ 60,069	\$ 15,743	\$ 628,017
2042	\$ 282,166	\$ 160,775	\$ -	\$ 19,531	\$ -	\$ 93,175	\$ 56,157	\$ 16,058	\$ 627,861
2043	\$ 294,653	\$ 149,489	\$ -	\$ 18,120	\$ -	\$ 97,257	\$ 52,075	\$ 16,379	\$ 627,973
2044	\$ 307,861	\$ 137,334	\$ -	\$ 16,647	\$ -	\$ 101,580	\$ 47,816	\$ 16,706	\$ 627,943
2045	\$ 321,789	\$ 124,635	\$ -	\$ 15,107	\$ -	\$ 105,902	\$ 43,366	\$ 17,041	\$ 627,840
2046	\$ 336,438	\$ 111,361	\$ -	\$ 13,498	\$ -	\$ 110,705	\$ 38,728	\$ 17,381	\$ 628,111
2047	\$ 351,566	\$ 97,483	\$ -	\$ 11,816	\$ -	\$ 115,508	\$ 33,879	\$ 17,729	\$ 627,982
2048	\$ 367,416	\$ 82,981	\$ -	\$ 10,058	\$ -	\$ 120,551	\$ 28,820	\$ 18,084	\$ 627,909
2049	\$ 384,226	\$ 67,825	\$ -	\$ 8,221	\$ -	\$ 125,834	\$ 23,540	\$ 18,445	\$ 628,091
2050	\$ 401,516	\$ 51,976	\$ -	\$ 6,300	\$ -	\$ 131,357	\$ 18,028	\$ 18,814	\$ 627,991
2051	\$ 419,767	\$ 35,413	\$ -	\$ 4,293	\$ -	\$ 137,121	\$ 12,275	\$ 19,190	\$ 628,058
2052	\$ 438,738	\$ 18,098	\$ -	\$ 2,194	\$ (456,836)	\$ 143,124	\$ 6,269	\$ 19,574	\$ 171,161
<b>Total</b>	<b>\$ 7,499,364</b>	<b>\$ 5,869,263</b>	<b>\$ (175,024)</b>	<b>\$ 699,538</b>	<b>\$ (456,836)</b>	<b>\$ 2,426,385</b>	<b>\$ 2,073,459</b>	<b>\$ 447,161</b>	<b>\$ 18,383,309</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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 F-4 –POD 2B-1 ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 143,539	\$ (143,539)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 91,381	\$ 246,067	\$ -	\$ 30,752	\$ -	\$ -	\$ 138,000	\$ 9,040	\$ 515,239
2024	\$ 110,091	\$ 242,869	\$ -	\$ 30,295	\$ -	\$ 35,253	\$ 87,158	\$ 9,220	\$ 514,885
2025	\$ 114,423	\$ 239,015	\$ -	\$ 29,744	\$ -	\$ 36,828	\$ 85,614	\$ 9,405	\$ 515,030
2026	\$ 118,756	\$ 235,011	\$ -	\$ 29,172	\$ -	\$ 38,601	\$ 84,001	\$ 9,593	\$ 515,133
2027	\$ 123,286	\$ 230,854	\$ -	\$ 28,578	\$ -	\$ 40,176	\$ 82,310	\$ 9,785	\$ 514,989
2028	\$ 128,012	\$ 226,539	\$ -	\$ 27,962	\$ -	\$ 41,949	\$ 80,550	\$ 9,981	\$ 514,993
2029	\$ 133,527	\$ 221,579	\$ -	\$ 27,322	\$ -	\$ 43,721	\$ 78,713	\$ 10,180	\$ 515,041
2030	\$ 139,041	\$ 216,405	\$ -	\$ 26,654	\$ -	\$ 45,691	\$ 76,798	\$ 10,384	\$ 514,972
2031	\$ 144,949	\$ 211,017	\$ -	\$ 25,959	\$ -	\$ 47,660	\$ 74,797	\$ 10,591	\$ 514,973
2032	\$ 151,055	\$ 205,400	\$ -	\$ 25,234	\$ -	\$ 49,826	\$ 72,709	\$ 10,803	\$ 515,028
2033	\$ 157,554	\$ 199,547	\$ -	\$ 24,479	\$ -	\$ 51,993	\$ 70,527	\$ 11,019	\$ 515,118
2034	\$ 164,447	\$ 193,244	\$ -	\$ 23,691	\$ -	\$ 54,356	\$ 68,249	\$ 11,240	\$ 515,227
2035	\$ 171,537	\$ 186,667	\$ -	\$ 22,869	\$ -	\$ 56,719	\$ 65,869	\$ 11,464	\$ 515,125
2036	\$ 179,020	\$ 179,805	\$ -	\$ 22,011	\$ -	\$ 59,083	\$ 63,384	\$ 11,694	\$ 514,998
2037	\$ 186,898	\$ 172,644	\$ -	\$ 21,116	\$ -	\$ 61,643	\$ 60,797	\$ 11,928	\$ 515,026
2038	\$ 194,973	\$ 165,168	\$ -	\$ 20,182	\$ -	\$ 64,400	\$ 58,097	\$ 12,166	\$ 514,986
2039	\$ 203,638	\$ 157,369	\$ -	\$ 19,207	\$ -	\$ 67,157	\$ 55,276	\$ 12,409	\$ 515,057
2040	\$ 212,501	\$ 149,224	\$ -	\$ 18,189	\$ -	\$ 70,111	\$ 52,334	\$ 12,658	\$ 515,017
2041	\$ 221,757	\$ 140,724	\$ -	\$ 17,126	\$ -	\$ 73,263	\$ 49,263	\$ 12,911	\$ 515,044
2042	\$ 231,407	\$ 131,854	\$ -	\$ 16,017	\$ -	\$ 76,414	\$ 46,055	\$ 13,169	\$ 514,915
2043	\$ 241,648	\$ 122,597	\$ -	\$ 14,860	\$ -	\$ 79,762	\$ 42,708	\$ 13,432	\$ 515,007
2044	\$ 252,480	\$ 112,629	\$ -	\$ 13,652	\$ -	\$ 83,307	\$ 39,214	\$ 13,701	\$ 514,983
2045	\$ 263,903	\$ 102,214	\$ -	\$ 12,390	\$ -	\$ 86,852	\$ 35,565	\$ 13,975	\$ 514,899
2046	\$ 275,916	\$ 91,329	\$ -	\$ 11,070	\$ -	\$ 90,790	\$ 31,761	\$ 14,255	\$ 515,121
2047	\$ 288,323	\$ 79,947	\$ -	\$ 9,691	\$ -	\$ 94,729	\$ 27,785	\$ 14,540	\$ 515,014
2048	\$ 301,322	\$ 68,054	\$ -	\$ 8,249	\$ -	\$ 98,865	\$ 23,635	\$ 14,831	\$ 514,955
2049	\$ 315,108	\$ 55,624	\$ -	\$ 6,742	\$ -	\$ 103,198	\$ 19,305	\$ 15,127	\$ 515,104
2050	\$ 329,287	\$ 42,626	\$ -	\$ 5,167	\$ -	\$ 107,727	\$ 14,785	\$ 15,430	\$ 515,022
2051	\$ 344,255	\$ 29,043	\$ -	\$ 3,520	\$ -	\$ 112,454	\$ 10,067	\$ 15,738	\$ 515,077
2052	\$ 359,813	\$ 14,842	\$ -	\$ 1,799	\$ (374,656)	\$ 117,378	\$ 5,141	\$ 16,053	\$ 140,371
<b>Total</b>	<b>\$ 6,150,309</b>	<b>\$ 4,813,445</b>	<b>\$ (143,539)</b>	<b>\$ 573,699</b>	<b>\$ (374,656)</b>	<b>\$ 1,989,904</b>	<b>\$ 1,700,466</b>	<b>\$ 366,721</b>	<b>\$ 15,076,349</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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 F-5 –POD 2C ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 248,281	\$ (248,281)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 158,063	\$ 425,625	\$ -	\$ 53,191	\$ -	\$ -	\$ 238,700	\$ 15,636	\$ 891,216
2024	\$ 190,425	\$ 420,093	\$ -	\$ 52,401	\$ -	\$ 60,977	\$ 150,758	\$ 15,949	\$ 890,603
2025	\$ 197,920	\$ 413,428	\$ -	\$ 51,449	\$ -	\$ 63,702	\$ 148,087	\$ 16,268	\$ 890,854
2026	\$ 205,414	\$ 406,501	\$ -	\$ 50,459	\$ -	\$ 66,768	\$ 145,297	\$ 16,593	\$ 891,032
2027	\$ 213,249	\$ 399,311	\$ -	\$ 49,432	\$ -	\$ 69,493	\$ 142,373	\$ 16,925	\$ 890,783
2028	\$ 221,425	\$ 391,848	\$ -	\$ 48,366	\$ -	\$ 72,559	\$ 139,329	\$ 17,263	\$ 890,790
2029	\$ 230,963	\$ 383,267	\$ -	\$ 47,259	\$ -	\$ 75,625	\$ 136,151	\$ 17,609	\$ 890,874
2030	\$ 240,501	\$ 374,318	\$ -	\$ 46,104	\$ -	\$ 79,032	\$ 132,838	\$ 17,961	\$ 890,754
2031	\$ 250,721	\$ 364,998	\$ -	\$ 44,902	\$ -	\$ 82,438	\$ 129,377	\$ 18,320	\$ 890,755
2032	\$ 261,281	\$ 355,283	\$ -	\$ 43,648	\$ -	\$ 86,185	\$ 125,766	\$ 18,686	\$ 890,849
2033	\$ 272,523	\$ 345,158	\$ -	\$ 42,342	\$ -	\$ 89,932	\$ 121,991	\$ 19,060	\$ 891,006
2034	\$ 284,446	\$ 334,257	\$ -	\$ 40,979	\$ -	\$ 94,020	\$ 118,052	\$ 19,441	\$ 891,195
2035	\$ 296,709	\$ 322,879	\$ -	\$ 39,557	\$ -	\$ 98,108	\$ 113,934	\$ 19,830	\$ 891,017
2036	\$ 309,654	\$ 311,011	\$ -	\$ 38,073	\$ -	\$ 102,196	\$ 109,637	\$ 20,227	\$ 890,798
2037	\$ 323,280	\$ 298,625	\$ -	\$ 36,525	\$ -	\$ 106,625	\$ 105,161	\$ 20,631	\$ 890,846
2038	\$ 337,247	\$ 285,694	\$ -	\$ 34,908	\$ -	\$ 111,394	\$ 100,490	\$ 21,044	\$ 890,777
2039	\$ 352,236	\$ 272,204	\$ -	\$ 33,222	\$ -	\$ 116,163	\$ 95,611	\$ 21,465	\$ 890,901
2040	\$ 367,565	\$ 258,114	\$ -	\$ 31,461	\$ -	\$ 121,273	\$ 90,523	\$ 21,894	\$ 890,831
2041	\$ 383,576	\$ 243,412	\$ -	\$ 29,623	\$ -	\$ 126,723	\$ 85,212	\$ 22,332	\$ 890,877
2042	\$ 400,268	\$ 228,069	\$ -	\$ 27,705	\$ -	\$ 132,174	\$ 79,661	\$ 22,779	\$ 890,655
2043	\$ 417,982	\$ 212,058	\$ -	\$ 25,704	\$ -	\$ 137,965	\$ 73,872	\$ 23,234	\$ 890,815
2044	\$ 436,718	\$ 194,816	\$ -	\$ 23,614	\$ -	\$ 144,096	\$ 67,829	\$ 23,699	\$ 890,772
2045	\$ 456,476	\$ 176,802	\$ -	\$ 21,431	\$ -	\$ 150,228	\$ 61,518	\$ 24,173	\$ 890,626
2046	\$ 477,255	\$ 157,972	\$ -	\$ 19,148	\$ -	\$ 157,041	\$ 54,938	\$ 24,656	\$ 891,011
2047	\$ 498,717	\$ 138,285	\$ -	\$ 16,762	\$ -	\$ 163,854	\$ 48,059	\$ 25,150	\$ 890,827
2048	\$ 521,200	\$ 117,713	\$ -	\$ 14,268	\$ -	\$ 171,008	\$ 40,882	\$ 25,653	\$ 890,724
2049	\$ 545,045	\$ 96,214	\$ -	\$ 11,662	\$ -	\$ 178,502	\$ 33,392	\$ 26,166	\$ 890,982
2050	\$ 569,572	\$ 73,731	\$ -	\$ 8,937	\$ -	\$ 186,337	\$ 25,574	\$ 26,689	\$ 890,840
2051	\$ 595,462	\$ 50,236	\$ -	\$ 6,089	\$ -	\$ 194,513	\$ 17,412	\$ 27,223	\$ 890,935
2052	\$ 622,374	\$ 25,673	\$ -	\$ 3,112	\$ (648,047)	\$ 203,029	\$ 8,893	\$ 27,767	\$ 242,801
<b>Total</b>	<b>\$ 10,638,265</b>	<b>\$ 8,325,875</b>	<b>\$ (248,281)</b>	<b>\$ 992,334</b>	<b>\$ (648,047)</b>	<b>\$ 3,441,962</b>	<b>\$ 2,941,316</b>	<b>\$ 634,322</b>	<b>\$ 26,077,746</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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 F-6 –POD 2D ANNUAL INSTALLMENTS

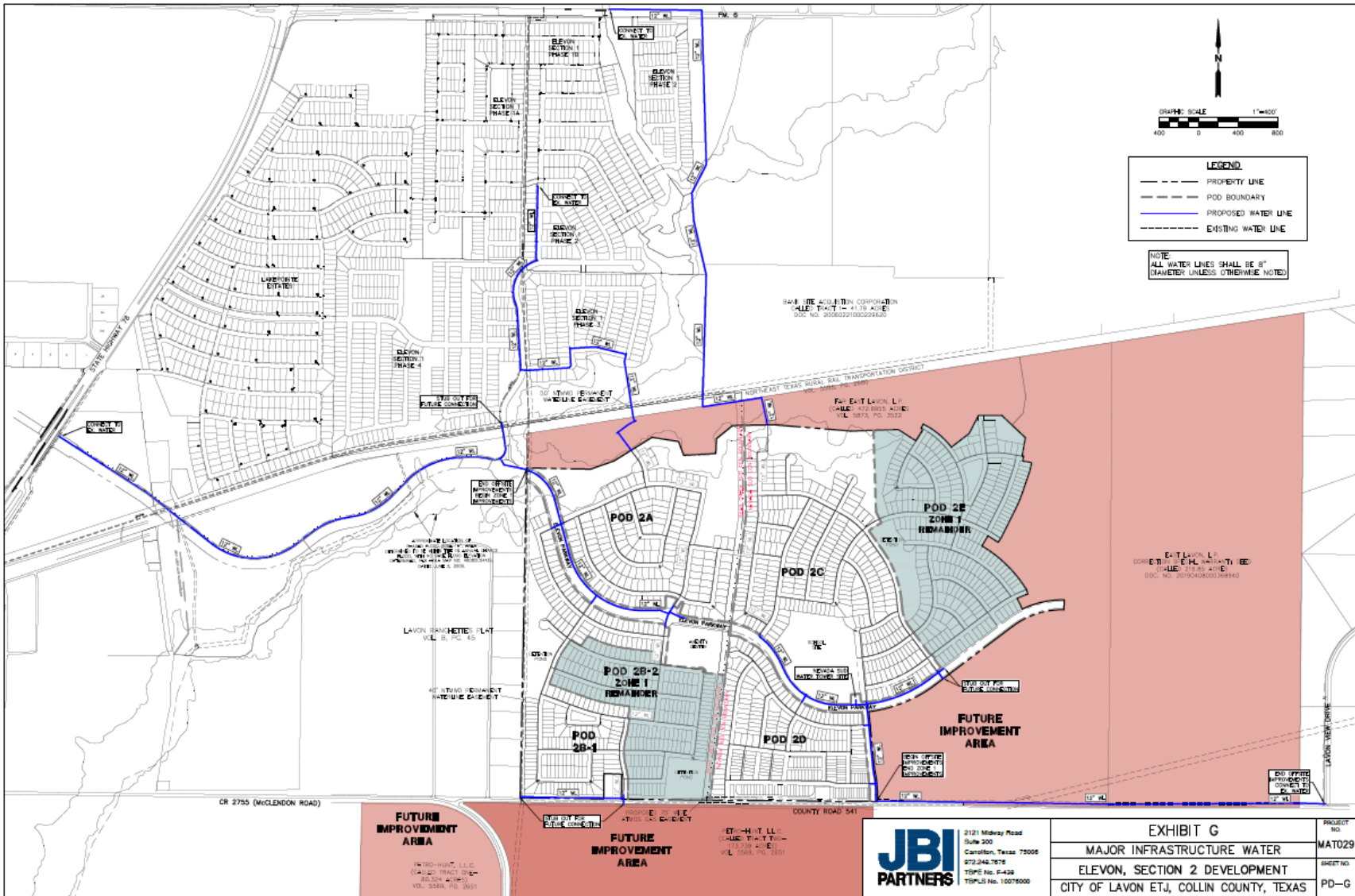
Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 161,994	\$ (161,994)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 103,130	\$ 277,704	\$ -	\$ 34,705	\$ -	\$ -	\$ 155,743	\$ 10,202	\$ 581,484
2024	\$ 124,245	\$ 274,095	\$ -	\$ 34,190	\$ -	\$ 39,785	\$ 98,364	\$ 10,406	\$ 581,084
2025	\$ 129,135	\$ 269,746	\$ -	\$ 33,568	\$ -	\$ 41,563	\$ 96,621	\$ 10,614	\$ 581,248
2026	\$ 134,025	\$ 265,226	\$ -	\$ 32,923	\$ -	\$ 43,564	\$ 94,801	\$ 10,826	\$ 581,365
2027	\$ 139,137	\$ 260,535	\$ -	\$ 32,253	\$ -	\$ 45,342	\$ 92,893	\$ 11,043	\$ 581,202
2028	\$ 144,471	\$ 255,666	\$ -	\$ 31,557	\$ -	\$ 47,342	\$ 90,907	\$ 11,264	\$ 581,206
2029	\$ 150,695	\$ 250,067	\$ -	\$ 30,835	\$ -	\$ 49,342	\$ 88,833	\$ 11,489	\$ 581,261
2030	\$ 156,918	\$ 244,228	\$ -	\$ 30,081	\$ -	\$ 51,565	\$ 86,672	\$ 11,719	\$ 581,183
2031	\$ 163,586	\$ 238,147	\$ -	\$ 29,297	\$ -	\$ 53,788	\$ 84,413	\$ 11,953	\$ 581,184
2032	\$ 170,476	\$ 231,808	\$ -	\$ 28,479	\$ -	\$ 56,233	\$ 82,057	\$ 12,192	\$ 581,245
2033	\$ 177,811	\$ 225,203	\$ -	\$ 27,626	\$ -	\$ 58,678	\$ 79,594	\$ 12,436	\$ 581,347
2034	\$ 185,590	\$ 218,090	\$ -	\$ 26,737	\$ -	\$ 61,345	\$ 77,024	\$ 12,685	\$ 581,471
2035	\$ 193,591	\$ 210,666	\$ -	\$ 25,809	\$ -	\$ 64,012	\$ 74,337	\$ 12,938	\$ 581,355
2036	\$ 202,037	\$ 202,923	\$ -	\$ 24,841	\$ -	\$ 66,679	\$ 71,534	\$ 13,197	\$ 581,212
2037	\$ 210,928	\$ 194,841	\$ -	\$ 23,831	\$ -	\$ 69,568	\$ 68,613	\$ 13,461	\$ 581,243
2038	\$ 220,041	\$ 186,404	\$ -	\$ 22,776	\$ -	\$ 72,680	\$ 65,566	\$ 13,730	\$ 581,198
2039	\$ 229,820	\$ 177,603	\$ -	\$ 21,676	\$ -	\$ 75,792	\$ 62,383	\$ 14,005	\$ 581,279
2040	\$ 239,822	\$ 168,410	\$ -	\$ 20,527	\$ -	\$ 79,126	\$ 59,063	\$ 14,285	\$ 581,233
2041	\$ 250,269	\$ 158,817	\$ -	\$ 19,328	\$ -	\$ 82,682	\$ 55,597	\$ 14,571	\$ 581,264
2042	\$ 261,159	\$ 148,806	\$ -	\$ 18,077	\$ -	\$ 86,238	\$ 51,976	\$ 14,862	\$ 581,119
2043	\$ 272,717	\$ 138,360	\$ -	\$ 16,771	\$ -	\$ 90,017	\$ 48,199	\$ 15,159	\$ 581,223
2044	\$ 284,942	\$ 127,110	\$ -	\$ 15,407	\$ -	\$ 94,017	\$ 44,256	\$ 15,463	\$ 581,195
2045	\$ 297,833	\$ 115,356	\$ -	\$ 13,983	\$ -	\$ 98,018	\$ 40,138	\$ 15,772	\$ 581,100
2046	\$ 311,391	\$ 103,071	\$ -	\$ 12,493	\$ -	\$ 102,463	\$ 35,845	\$ 16,087	\$ 581,351
2047	\$ 325,394	\$ 90,226	\$ -	\$ 10,936	\$ -	\$ 106,909	\$ 31,357	\$ 16,409	\$ 581,231
2048	\$ 340,063	\$ 76,803	\$ -	\$ 9,310	\$ -	\$ 111,576	\$ 26,674	\$ 16,737	\$ 581,164
2049	\$ 355,621	\$ 62,776	\$ -	\$ 7,609	\$ -	\$ 116,466	\$ 21,787	\$ 17,072	\$ 581,332
2050	\$ 371,624	\$ 48,106	\$ -	\$ 5,831	\$ -	\$ 121,578	\$ 16,686	\$ 17,413	\$ 581,239
2051	\$ 388,516	\$ 32,777	\$ -	\$ 3,973	\$ -	\$ 126,912	\$ 11,361	\$ 17,762	\$ 581,301
2052	\$ 406,075	\$ 16,751	\$ -	\$ 2,030	\$ (422,826)	\$ 132,469	\$ 5,802	\$ 18,117	\$ 158,418
<b>Total</b>	<b>\$ 6,941,063</b>	<b>\$ 5,432,317</b>	<b>\$ (161,994)</b>	<b>\$ 647,460</b>	<b>\$ (422,826)</b>	<b>\$ 2,245,749</b>	<b>\$ 1,919,097</b>	<b>\$ 413,871</b>	<b>\$ 17,014,736</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*





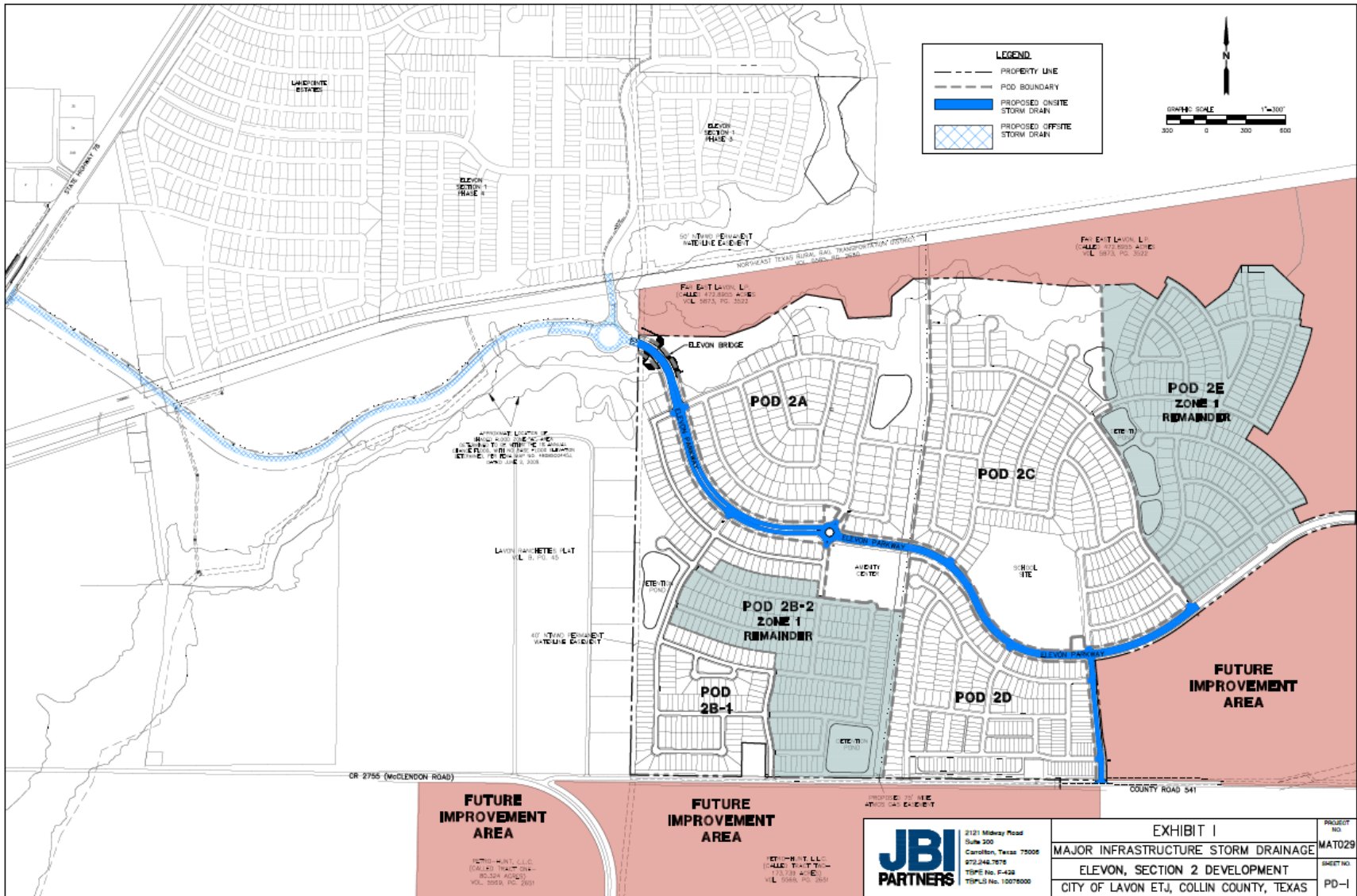
ELEVON PID  
SERVICE AND ASSESSMENT PLAN

**JBI PARTNERS**  
2121 Midway Road  
Suite 200  
Carrollton, Texas 75006  
972.246.7078  
TDP# No. F-429  
TSP# No. 10078000

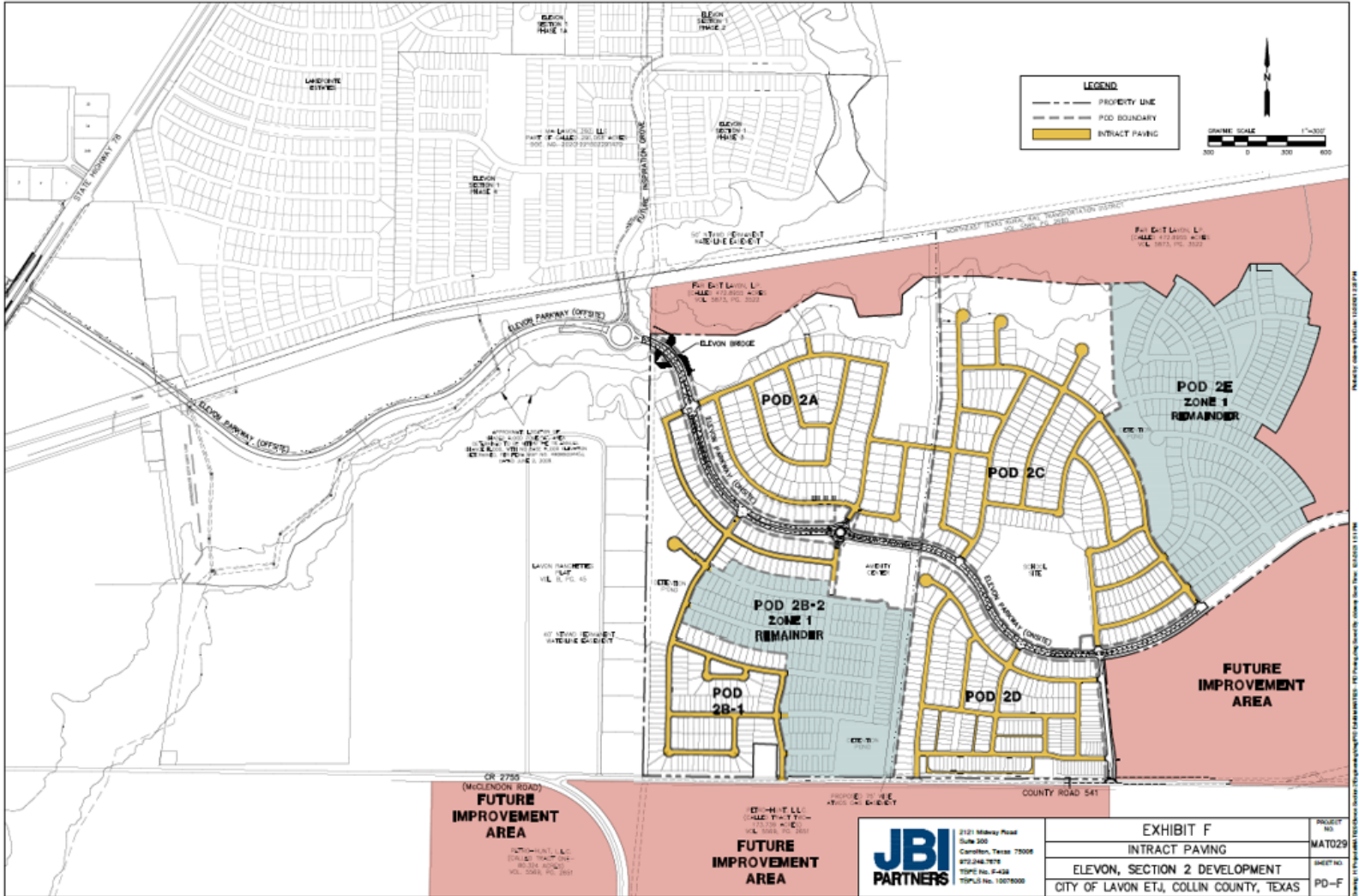
EXHIBIT G		PROJECT NO.
MAJOR INFRASTRUCTURE WATER		MAT029
ELEVON, SECTION 2 DEVELOPMENT		SHEET NO.
CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS		PD-G

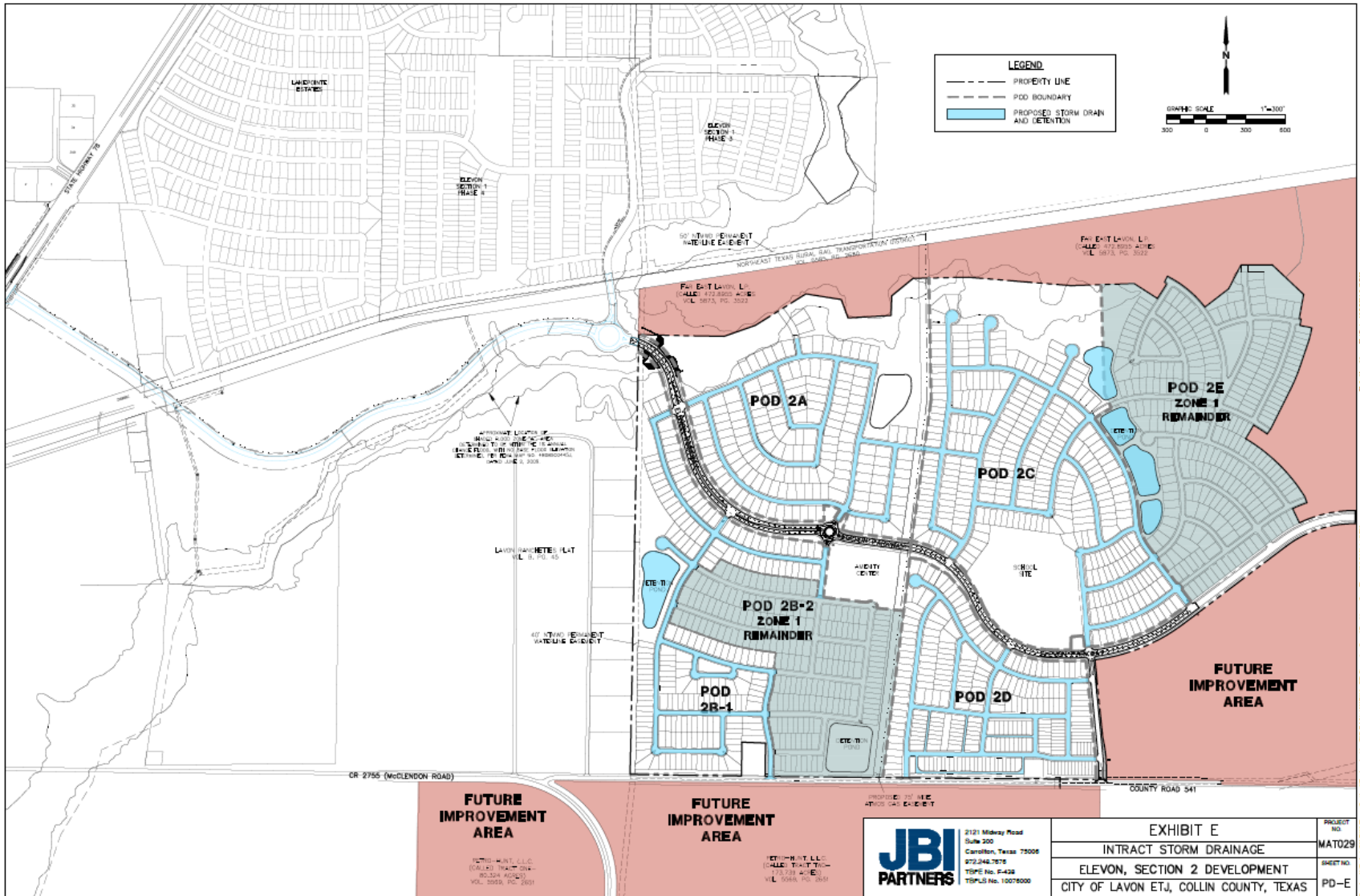
DRAWN BY: JBI PARTNERS  
 CHECKED BY: JBI PARTNERS  
 DATE: 10/20/2023  
 PROJECT: MAT029 - ELEVON, SECTION 2 DEVELOPMENT  
 SHEET: PD-G





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





**FUTURE IMPROVEMENT AREA**

PROPERTY L.P.  
(CALL: 472-8022-4710)  
VOL. 2009, PG. 2021

**FUTURE IMPROVEMENT AREA**

PROPERTY L.P.  
(CALL: 472-8022-4710)  
VOL. 2009, PG. 2021

**JBI PARTNERS**

2121 Midway Road  
Suite 300  
Carrollton, Texas 75006  
972.244.7878  
TSP# No. 5-428  
TSP# No. 10078000

EXHIBIT E		PROJECT NO.
INTRACT STORM DRAINAGE		MAT029
ELEVON, SECTION 2 DEVELOPMENT		SHEET NO.
CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS		PD-E





## EXHIBIT H-1 – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units <sup>1</sup>	Estimated Buildout Value per Unit <sup>1</sup>	Total Estimated Buildout Value	Assessment	Maximum Assessment per Unit	Average Annual Installment	Average Annual Installment per Unit	PID TRE
<b>Zone 1</b>								
<i>Improvement Area #1</i>								
Lot Type 1	77	\$ 233,000	\$ 17,941,000	\$ 2,346,835	\$ 30,478	\$ 148,485	\$ 1,928	\$ 0.8276
Lot Type 2	215	280,000	60,200,000	7,874,672	36,626	498,233	2,317	0.8276
Lot Type 3	68	325,000	22,100,000	2,890,868	42,513	182,906	2,690	0.8276
Lot Type 4	312	350,000	109,200,000	14,284,288	45,783	903,771	2,897	0.8276
Lot Type 5	44	210,000	9,240,000	1,208,671	27,470	76,473	1,738	0.8276
Lot Type 6	143	420,000	60,060,000	7,856,358	54,940	497,074	3,476	0.8276
Lot Type 7	76	490,000	37,240,000	4,871,308	64,096	308,209	4,055	0.8276
<b>Improvement Area #1 Total</b>	<b>935</b>		<b>\$ 315,981,000</b>	<b>\$ 41,333,000</b>		<b>\$ 2,615,151</b>		<b>\$ 0.8276</b>
<b>Zone 1 Remainder Area Total</b>	<b>452</b>		<b>\$ 149,815,000</b>	<b>\$ 8,046,000</b>		<b>\$ 566,306</b>		<b>\$ 0.3780</b>
<b>Total</b>	<b>1387</b>		<b>\$ 465,796,000</b>	<b>\$ 49,379,000</b>		<b>\$ 3,181,457</b>		

*Notes:*

<sup>1</sup> Based on information provided by the Master Developer.

## EXHIBIT H-2 – IMPROVEMENT AREA #1 POD ALLOCATION

Lot Type	Units <sup>1</sup>	Estimated Buildout Value per Unit <sup>1</sup>	Total Estimated Buildout Value	Assessment	Maximum Assessment per Unit	Average Annual Installment	Average Annual Installment per Unit	PID TRE
<b>Improvement Area #1</b>								
<i>Improvement Area #1</i>								
<i>POD 2A</i>								
Lot Type 6	92	\$ 420,000	\$ 38,640,000	\$ 5,054,440	\$ 54,940	\$ 319,796	\$ 3,476	\$ 0.8276
Lot Type 7	76	490,000	37,240,000	4,871,308	64,096	308,209	4,055	0.8276
<b>POD 2A Total</b>	<b>168</b>		<b>\$ 75,880,000</b>	<b>\$ 9,925,749</b>	<b>\$ 59,082</b>	<b>\$ 628,005</b>	<b>\$ 3,738</b>	<b>\$ 0.8276</b>
<i>POD 2B-1</i>								
Lot Type 2	101	\$ 280,000	\$ 28,280,000	\$ 3,699,264	\$ 36,626	\$ 234,054	\$ 2,317	\$ 0.8276
Lot Type 4	97	350,000	33,950,000	4,440,949	45,783	280,980	2,897	0.8276
<b>POD 2B-1 Total</b>	<b>198</b>		<b>\$ 62,230,000</b>	<b>\$ 8,140,213</b>	<b>\$ 41,112</b>	<b>\$ 515,034</b>	<b>\$ 2,601</b>	<b>\$ 0.8276</b>
<i>POD 2C</i>								
Lot Type 2	39	\$ 280,000	\$ 10,920,000	\$ 1,428,429	\$ 36,626	\$ 90,377	\$ 2,317	\$ 0.8276
Lot Type 3	68	325,000	22,100,000	2,890,868	42,513	182,906	2,690	0.8276
Lot Type 4	152	350,000	53,200,000	6,959,012	45,783	440,299	2,897	0.8276
Lot Type 6	51	420,000	21,420,000	2,801,918	54,940	177,278	3,476	0.8276
<b>POD 2C Total</b>	<b>310</b>		<b>\$ 107,640,000</b>	<b>\$ 14,080,227</b>	<b>\$ 45,420</b>	<b>\$ 890,860</b>	<b>\$ 2,874</b>	<b>\$ 0.8276</b>
<i>POD 2D</i>								
Lot Type 1	77	\$ 233,000	\$ 17,941,000	\$ 2,346,835	\$ 30,478	\$ 148,485	\$ 1,928	\$ 0.8276
Lot Type 2	75	280,000	21,000,000	2,746,978	36,626	173,802	2,317	0.8276
Lot Type 4	63	350,000	22,050,000	2,884,327	45,783	182,492	2,897	0.8276
Lot Type 5	44	210,000	9,240,000	1,208,671	27,470	76,473	1,738	0.8276
<b>POD 2D Total</b>	<b>259</b>		<b>\$ 70,231,000</b>	<b>\$ 9,186,812</b>	<b>\$ 35,470</b>	<b>\$ 581,252</b>	<b>\$ 2,244</b>	<b>\$ 0.8276</b>
<b>Improvement Area #1 Total</b>	<b>935</b>		<b>\$ 315,981,000</b>	<b>\$ 41,333,000</b>		<b>\$ 2,615,151</b>		<b>\$ 0.8276</b>

*Notes:*

<sup>1</sup> Based on information provided by the Master Developer.

**EXHIBIT I – FORM OF NOTICE OF ASSESSMENT TERMINATION**



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

[Date]  
Collin County Clerk's Office  
Honorable [County Clerk]  
Collin County Administration Building  
2300 Bloomdale Rd

**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



[legal description], an addition to the City of [City], 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 general law municipality,

By: \_\_\_\_\_  
[Manager Name], City Administrator

**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 Administrator for the City of Lavon, Texas, a Texas general law municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT J-1 – DEBT SERVICE SCHEDULE FOR ZONE 1 REMAINDER AREA BONDS

FINAL

### City of Lavon

Special Assessment Revenue Bonds  
 Elevon PID Zone 1 Remainder Area Project  
 Series 2022

### Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2022	-	-	-	-	-
09/15/2022	-	-	204,699.69	204,699.69	-
09/30/2022	-	-	-	-	204,699.69
03/15/2023	-	-	175,456.88	175,456.88	-
09/15/2023	-	-	175,456.88	175,456.88	-
09/30/2023	-	-	-	-	350,913.76
03/15/2024	-	-	175,456.88	175,456.88	-
09/15/2024	144,000.00	3.750%	175,456.88	319,456.88	-
09/30/2024	-	-	-	-	494,913.76
03/15/2025	-	-	172,756.88	172,756.88	-
09/15/2025	150,000.00	3.750%	172,756.88	322,756.88	-
09/30/2025	-	-	-	-	495,513.76
03/15/2026	-	-	169,944.38	169,944.38	-
09/15/2026	155,000.00	3.750%	169,944.38	324,944.38	-
09/30/2026	-	-	-	-	494,888.76
03/15/2027	-	-	167,038.13	167,038.13	-
09/15/2027	161,000.00	3.750%	167,038.13	328,038.13	-
09/30/2027	-	-	-	-	495,076.26
03/15/2028	-	-	164,019.38	164,019.38	-
09/15/2028	167,000.00	4.125%	164,019.38	331,019.38	-
09/30/2028	-	-	-	-	495,038.76
03/15/2029	-	-	160,575.00	160,575.00	-
09/15/2029	174,000.00	4.125%	160,575.00	334,575.00	-
09/30/2029	-	-	-	-	495,150.00
03/15/2030	-	-	156,986.25	156,986.25	-
09/15/2030	182,000.00	4.125%	156,986.25	338,986.25	-
09/30/2030	-	-	-	-	495,972.50
03/15/2031	-	-	153,232.50	153,232.50	-
09/15/2031	189,000.00	4.125%	153,232.50	342,232.50	-
09/30/2031	-	-	-	-	495,465.00
03/15/2032	-	-	149,334.38	149,334.38	-
09/15/2032	198,000.00	4.125%	149,334.38	347,334.38	-
09/30/2032	-	-	-	-	496,668.76
03/15/2033	-	-	145,250.63	145,250.63	-
09/15/2033	206,000.00	4.375%	145,250.63	351,250.63	-
09/30/2033	-	-	-	-	496,501.26
03/15/2034	-	-	140,744.38	140,744.38	-
09/15/2034	215,000.00	4.375%	140,744.38	355,744.38	-
09/30/2034	-	-	-	-	496,488.76
03/15/2035	-	-	136,041.25	136,041.25	-
09/15/2035	225,000.00	4.375%	136,041.25	361,041.25	-
09/30/2035	-	-	-	-	497,082.50
03/15/2036	-	-	131,119.38	131,119.38	-

Series 2022 ZIRA - 2.1.22 | SINGLE PURPOSE | 2/1/2022 | 9:10 AM

Hilltop Securities Inc.  
 Public Finance

FINAL

**City of Lavon**

Special Assessment Revenue Bonds

Elevon PID Zone 1 Remainder Area Project

Series 2022

**Debt Service Schedule**

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/15/2036	235,000.00	4.375%	131,119.38	366,119.38	-
09/30/2036	-	-	-	-	497,238.76
03/15/2037	-	-	125,978.75	125,978.75	-
09/15/2037	246,000.00	4.375%	125,978.75	371,978.75	-
09/30/2037	-	-	-	-	497,957.50
03/15/2038	-	-	120,597.50	120,597.50	-
09/15/2038	257,000.00	4.375%	120,597.50	377,597.50	-
09/30/2038	-	-	-	-	498,195.00
03/15/2039	-	-	114,975.63	114,975.63	-
09/15/2039	269,000.00	4.375%	114,975.63	383,975.63	-
09/30/2039	-	-	-	-	498,951.26
03/15/2040	-	-	109,091.25	109,091.25	-
09/15/2040	281,000.00	4.375%	109,091.25	390,091.25	-
09/30/2040	-	-	-	-	499,182.50
03/15/2041	-	-	102,944.38	102,944.38	-
09/15/2041	294,000.00	4.375%	102,944.38	396,944.38	-
09/30/2041	-	-	-	-	499,888.76
03/15/2042	-	-	96,513.13	96,513.13	-
09/15/2042	307,000.00	4.375%	96,513.13	403,513.13	-
09/30/2042	-	-	-	-	500,026.26
03/15/2043	-	-	89,797.50	89,797.50	-
09/15/2043	321,000.00	4.500%	89,797.50	410,797.50	-
09/30/2043	-	-	-	-	500,595.00
03/15/2044	-	-	82,575.00	82,575.00	-
09/15/2044	336,000.00	4.500%	82,575.00	418,575.00	-
09/30/2044	-	-	-	-	501,150.00
03/15/2045	-	-	75,015.00	75,015.00	-
09/15/2045	352,000.00	4.500%	75,015.00	427,015.00	-
09/30/2045	-	-	-	-	502,030.00
03/15/2046	-	-	67,095.00	67,095.00	-
09/15/2046	369,000.00	4.500%	67,095.00	436,095.00	-
09/30/2046	-	-	-	-	503,190.00
03/15/2047	-	-	58,792.50	58,792.50	-
09/15/2047	387,000.00	4.500%	58,792.50	445,792.50	-
09/30/2047	-	-	-	-	504,585.00
03/15/2048	-	-	50,085.00	50,085.00	-
09/15/2048	405,000.00	4.500%	50,085.00	455,085.00	-
09/30/2048	-	-	-	-	505,170.00
03/15/2049	-	-	40,972.50	40,972.50	-
09/15/2049	424,000.00	4.500%	40,972.50	464,972.50	-
09/30/2049	-	-	-	-	505,945.00
03/15/2050	-	-	31,432.50	31,432.50	-
09/15/2050	444,000.00	4.500%	31,432.50	475,432.50	-

Series 2022 ZIRA - 2.1.22 | SINGLE PURPOSE | 2/14/2022 | 9:10 AM

**Hilltop Securities Inc.**  
Public Finance

FINAL

**City of Lavon**

Special Assessment Revenue Bonds

Elevon PID Zone 1 Remainder Area Project

Series 2022

**Debt Service Schedule**

Part 3 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/30/2050	-	-	-	-	506,865.00
03/15/2051	-	-	21,442.50	21,442.50	-
09/15/2051	465,000.00	4.500%	21,442.50	486,442.50	-
09/30/2051	-	-	-	-	507,885.00
03/15/2052	-	-	10,980.00	10,980.00	-
09/15/2052	488,000.00	4.500%	10,980.00	498,980.00	-
09/30/2052	-	-	-	-	509,960.00
<b>Total</b>	<b>\$8,046,000.00</b>	-	<b>\$6,997,188.57</b>	<b>\$15,043,188.57</b>	-

**Yield Statistics**

Bond Year Dollars	\$157,728.50
Average Life	19.603 Years
Average Coupon	4.4362234%

Net Interest Cost (NIC)	4.5892585%
True Interest Cost (TIC)	4.6687172%
Bond Yield for Arbitrage Purposes	4.4215861%
All Inclusive Cost (AIC)	5.2042744%

**IRS Form 8038**

Net Interest Cost	4.4362234%
Weighted Average Maturity	19.603 Years

Series 2022 ZIFA - 2.1.22 | SINGLE PURPOSE | 2/17/2022 | 9:10 AM

Hilltop Securities Inc.  
Public Finance

## EXHIBIT J-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

FINAL

### City of Lavon

Special Assessment Revenue Bonds  
 Elevon PID Improvement Area #1 Project  
 Series 2022

### Debt Service Schedule

Part 1 of 3

Date	Principal	Coupo	Interest	Total P+I	Fiscal
02/15/2022	-	-	-	-	-
09/15/2022	-	-	728,838.54	728,838.54	-
09/30/2022	-	-	-	-	728,838.54
03/15/2023	-	-	624,718.75	624,718.75	-
09/15/2023	464,000.00	3.500%	624,718.75	1,088,718.75	-
09/30/2023	-	-	-	-	1,713,437.50
03/15/2024	-	-	616,598.75	616,598.75	-
09/15/2024	559,000.00	3.500%	616,598.75	1,175,598.75	-
09/30/2024	-	-	-	-	1,792,197.50
03/15/2025	-	-	606,816.25	606,816.25	-
09/15/2025	581,000.00	3.500%	606,816.25	1,187,816.25	-
09/30/2025	-	-	-	-	1,794,632.50
03/15/2026	-	-	596,648.75	596,648.75	-
09/15/2026	603,000.00	3.500%	596,648.75	1,199,648.75	-
09/30/2026	-	-	-	-	1,796,297.50
03/15/2027	-	-	586,096.25	586,096.25	-
09/15/2027	626,000.00	3.500%	586,096.25	1,212,096.25	-
09/30/2027	-	-	-	-	1,798,192.50
03/15/2028	-	-	575,141.25	575,141.25	-
09/15/2028	650,000.00	3.875%	575,141.25	1,225,141.25	-
09/30/2028	-	-	-	-	1,800,282.50
03/15/2029	-	-	562,547.50	562,547.50	-
09/15/2029	678,000.00	3.875%	562,547.50	1,240,547.50	-
09/30/2029	-	-	-	-	1,803,095.00
03/15/2030	-	-	549,411.25	549,411.25	-
09/15/2030	706,000.00	3.875%	549,411.25	1,255,411.25	-
09/30/2030	-	-	-	-	1,804,822.50
03/15/2031	-	-	535,732.50	535,732.50	-
09/15/2031	736,000.00	3.875%	535,732.50	1,271,732.50	-
09/30/2031	-	-	-	-	1,807,465.00
03/15/2032	-	-	521,472.50	521,472.50	-
09/15/2032	767,000.00	3.875%	521,472.50	1,288,472.50	-
09/30/2032	-	-	-	-	1,809,945.00
03/15/2033	-	-	506,611.88	506,611.88	-
09/15/2033	800,000.00	4.000%	506,611.88	1,306,611.88	-
09/30/2033	-	-	-	-	1,813,223.76
03/15/2034	-	-	490,611.88	490,611.88	-
09/15/2034	835,000.00	4.000%	490,611.88	1,325,611.88	-
09/30/2034	-	-	-	-	1,816,223.76
03/15/2035	-	-	473,911.88	473,911.88	-
09/15/2035	871,000.00	4.000%	473,911.88	1,344,911.88	-
09/30/2035	-	-	-	-	1,818,823.76
03/15/2036	-	-	456,491.88	456,491.88	-
09/15/2036	909,000.00	4.000%	456,491.88	1,365,491.88	-

Series 2022IA1-bid to | SINGLE PURPOSE | 2/1/2022 | 10:28 AM

Hilltop Securities Inc.  
 Public Finance

Page 2

FINAL

**City of Lavon**

Special Assessment Revenue Bonds

Elevon PID Improvement Area #1 Project

Series 2022

**Debt Service Schedule**

Part 2 of 3

Date	Principal	Coupo	Interest	Total P+I	Fiscal
09/30/2036	-	-	-	-	1,821,983.76
03/15/2037	-	-	438,311.88	438,311.88	-
09/15/2037	949,000.00	4.000%	438,311.88	1,387,311.88	-
09/30/2037	-	-	-	-	1,825,623.76
03/15/2038	-	-	419,331.88	419,331.88	-
09/15/2038	990,000.00	4.000%	419,331.88	1,409,331.88	-
09/30/2038	-	-	-	-	1,828,663.76
03/15/2039	-	-	399,531.88	399,531.88	-
09/15/2039	1,034,000.00	4.000%	399,531.88	1,433,531.88	-
09/30/2039	-	-	-	-	1,833,063.76
03/15/2040	-	-	378,851.88	378,851.88	-
09/15/2040	1,079,000.00	4.000%	378,851.88	1,457,851.88	-
09/30/2040	-	-	-	-	1,836,703.76
03/15/2041	-	-	357,271.88	357,271.88	-
09/15/2041	1,126,000.00	4.000%	357,271.88	1,483,271.88	-
09/30/2041	-	-	-	-	1,840,543.76
03/15/2042	-	-	334,751.88	334,751.88	-
09/15/2042	1,175,000.00	4.000%	334,751.88	1,509,751.88	-
09/30/2042	-	-	-	-	1,844,503.76
03/15/2043	-	-	311,251.88	311,251.88	-
09/15/2043	1,227,000.00	4.125%	311,251.88	1,538,251.88	-
09/30/2043	-	-	-	-	1,849,503.76
03/15/2044	-	-	285,945.00	285,945.00	-
09/15/2044	1,282,000.00	4.125%	285,945.00	1,567,945.00	-
09/30/2044	-	-	-	-	1,853,890.00
03/15/2045	-	-	259,503.75	259,503.75	-
09/15/2045	1,340,000.00	4.125%	259,503.75	1,599,503.75	-
09/30/2045	-	-	-	-	1,859,007.50
03/15/2046	-	-	231,866.25	231,866.25	-
09/15/2046	1,401,000.00	4.125%	231,866.25	1,632,866.25	-
09/30/2046	-	-	-	-	1,864,732.50
03/15/2047	-	-	202,970.63	202,970.63	-
09/15/2047	1,464,000.00	4.125%	202,970.63	1,666,970.63	-
09/30/2047	-	-	-	-	1,869,941.26
03/15/2048	-	-	172,775.63	172,775.63	-
09/15/2048	1,530,000.00	4.125%	172,775.63	1,702,775.63	-
09/30/2048	-	-	-	-	1,875,551.26
03/15/2049	-	-	141,219.38	141,219.38	-
09/15/2049	1,600,000.00	4.125%	141,219.38	1,741,219.38	-
09/30/2049	-	-	-	-	1,882,438.76
03/15/2050	-	-	108,219.38	108,219.38	-
09/15/2050	1,672,000.00	4.125%	108,219.38	1,780,219.38	-
09/30/2050	-	-	-	-	1,888,438.76
03/15/2051	-	-	73,734.38	73,734.38	-

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Hilltop Securities Inc.  
Public Finance

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FINAL

**City of Lavon**

Special Assessment Revenue Bonds

Elevon PID Improvement Area #1 Project

Series 2022

**Debt Service Schedule**

**Part 3 of 3**

Date	Principal	Coupo	Interest	Total P+I	Fiscal
09/15/2051	1,748,000.00	4.125%	73,734.38	1,821,734.38	-
09/30/2051	-	-	-	-	1,895,468.76
03/15/2052	-	-	37,681.88	37,681.88	-
09/15/2052	1,827,000.00	4.125%	37,681.88	1,864,681.88	-
09/30/2052	-	-	-	-	1,902,363.76
<b>Total</b>	<b>\$31,229,000.00</b>	-	<b>\$24,440,899.96</b>	<b>\$55,669,899.96</b>	-

**Yield Statistics**

Bond Year Dollars	\$600,822.92
Average Life	19.239 Years
Average Coupon	4.0679041%
Net Interest Cost (NIC)	4.2720049%
True Interest Cost (TIC)	4.3769351%
Bond Yield for Arbitrage Purposes	4.1304303%
All Inclusive Cost (AIC)	4.7570026%

**IRS Form 8038**

Net Interest Cost	4.1625097%
Weighted Average Maturity	19.203 Years

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**Hilltop Securities Inc.**

Public Finance

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**EXHIBIT J-3 – ANNUAL INSTALLMENT SCHEDULE FOR THE IMPROVEMENT AREA  
#1 REIMBURSEMENT OBLIGATION**

<b>Improvement Area #1 Reimbursement Obligation</b>				
Due 1/31	Principal		Interest <sup>1</sup>	Total Annual Installment
2022	\$	-	\$	-
2023	\$	-	\$	700,712
2024	\$	179,000	\$	442,555
2025	\$	187,000	\$	434,715
2026	\$	196,000	\$	426,524
2027	\$	204,000	\$	417,940
2028	\$	213,000	\$	409,004
2029	\$	222,000	\$	399,675
2030	\$	232,000	\$	389,951
2031	\$	242,000	\$	379,790
2032	\$	253,000	\$	369,190
2033	\$	264,000	\$	358,109
2034	\$	276,000	\$	346,546
2035	\$	288,000	\$	334,457
2036	\$	300,000	\$	321,842
2037	\$	313,000	\$	308,702
2038	\$	327,000	\$	294,993
2039	\$	341,000	\$	280,670
2040	\$	356,000	\$	265,735
2041	\$	372,000	\$	250,142
2042	\$	388,000	\$	233,848
2043	\$	405,000	\$	216,854
2044	\$	423,000	\$	199,115
2045	\$	441,000	\$	180,587
2046	\$	461,000	\$	161,272
2047	\$	481,000	\$	141,080
2048	\$	502,000	\$	120,012
2049	\$	524,000	\$	98,024
2050	\$	547,000	\$	75,073
2051	\$	571,000	\$	51,115
2052	\$	596,000	\$	26,105
<b>Total</b>	<b>\$</b>	<b>10,104,000</b>	<b>\$</b>	<b>8,634,338</b>
				<b>\$ 18,738,338</b>

<sup>1</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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-1 – DISTRICT LEGAL DESCRIPTION

**LEGAL DESCRIPTION**  
**TRACT 1**

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 Lavan, L.P. as recorded in Volume 5875, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

**BEGINNING** at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavan Ranchettes Plat, an Addition to Collin County as recorded in Volume 8, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

**THENCE** along the west line of said 180.339 acre tract and along the east line of said Lavan Ranchettes Addition, as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a point for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a point for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a point for corner, said point being the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

**THENCE** North 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavan Ranchettes Addition, in all a total distance of 1,325.93 feet to a point for corner, said point being in the north line of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

**THENCE** North 81 degrees 09 minutes 48 seconds East, 6,008.29 feet along the north line of said 472.8955 acre tract and along the south right-of-way line of said Northeast Texas Rural Rail Transportation District to a point for corner, said point being the northeast corner of said 472.8955 acre tract, said point also being the northeast corner of that called 216.85 acre tract of land described in deed to East Lavan, L.P. as recorded in Document Number 20190408000368940, Official Public Records of Collin County, Texas;

**THENCE** North 81 degrees 12 minutes 20 seconds East, 1,968.14 feet along the north line of said 216.85 acre tract to a point for corner, said point being the northeast corner of said 216.85 acre tract;

**THENCE** along the east line of said 216.85 acre tract as follows:

South 00 degrees 32 minutes 19 seconds West, 2,448.70 feet to a point for corner;

South 00 degrees 30 minutes 32 seconds West, 2,570.14 feet to a point for corner in the southeast corner of said 216.85 acre tract, said point also being in the approximate centerline of County Road 541;

**THENCE** along the approximate centerline of County Road Number 541 as follows:

South 89 degrees 53 minutes 52 seconds West, 1,944.34 feet to a point for corner, said point being the southwest corner of said 216.85 acre tract, said point also being the southeast corner of said 472.8955 acre tract;

North 89 degrees 08 minutes 13 seconds West, 1,466.14 feet to a point for corner, said point being the most southerly southwest corner of said 472.8955 acre tract;

**THENCE** North 00 degrees 22 minutes 15 seconds East, 30.66 feet along the west line of said 472.8955 acre tract to a point for corner, said point being the southeast corner of said 180.339 acre tract, said point also being in the north right-of-way line of County Road Number 541;

**THENCE** North 89 degrees 28 minutes 43 seconds West, 1,350.92 feet to a point for corner;

**THENCE** North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

**THENCE** North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

**THENCE** South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

**THENCE** North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

**THENCE** North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a point for corner;

**THENCE** North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a point for corner;

**THENCE** North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a point for corner;

**THENCE** South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a point for corner;

**THENCE** North 89 degrees 10 minutes 57 seconds West, 848.67 feet to the POINT OF BEGINNING and containing 34,367,739 square feet or 788,975 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

**LEGAL DESCRIPTION**  
**TRACT 2**

Being a parcel of land located in Collin County, Texas, a part of the Orury Anglin Survey, Abstract Number 2, and being a part James P. Davis Survey, Abstract Number 249, and being all of that called Tract Two - 173,739 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2851, Official Public Records of Collin County, Texas, and also being all of that called 20,005 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5710, Page 3283, Official Public Records of Collin County, Texas, and being further described as follows:

**BEGINNING** at the southeast corner of said 20,005 acre tract;

**THENCE** North 89 degrees 47 minutes 26 seconds West, 2,014.28 feet to a point for corner, said point being the southwest corner of said 20,005 acre tract;

**THENCE** North 00 degrees 26 minutes 04 seconds East, 432.62 feet to a point for corner, said point being the northwest corner of said 20,005 acre tract, said point also being in the south line of said 173,739 acre tract;

**THENCE** North 89 degrees 47 minutes 26 seconds West, 108.39 feet to the most southerly southwest corner of said 173,739 acre tract;

**THENCE** along the west line of said 173,739 acre tract as follows:

North 00 degrees 12 minutes 34 seconds East, 929.60 feet to a point for corner;

North 89 degrees 47 minutes 26 seconds West, 1399.05 feet to a point for corner, said point being the most westerly southwest corner of said 173,739 acre tract, said point also being in the east right-of-way line of Farm-to-Market Highway Number 2755;

**THENCE** continuing along the west line of said 173,739 acre tract and along the east right-of-way line of Farm-to-Market Highway Number 2755;

North 01 degrees 07 minutes 01 seconds East, 715.54 feet to a point for corner;

Northwestly, 988.03 feet along a curve to the left having a central angle of 84 degrees 05 minutes 55 seconds, a radius of 863.51 feet, a tangent of 540.61 feet, and whose chord bears North 30 degrees 55 minutes 56 seconds West, 916.44 feet to a point for corner;

North 00 degrees 37 minutes 01 seconds East, 15.07 feet to a point for corner, said point being the northwest corner of said 173,739 acre tract, said point also being at the intersection of the east right-of-way line of Farm-to-Market Highway Number 2755 with the south right-of-way line of County Road Number 541;

**THENCE** South 89 degrees 24 minutes 15 seconds East, 4,152.64 feet along the south right-of-way line of County Road Number 541 to a point for corner, said point being the northeast corner of said 173,739 acre tract;

**THENCE** along the east line of said 173,739 acre tract as follows:

South 00 degrees 25 minutes 05 seconds West, 1279.32 feet to a point for corner;

North 89 degrees 39 minutes 34 seconds West, 159.29 feet to a point for corner;


South 00 degrees 24 minutes 16 seconds West, 1137.75 feet to a point for corner, said point being the southeast corner of said 173,739 acre tract, said point also being the northeast corner of said 20,005 acre tract;

**THENCE** South 00 degrees 26 minutes 04 seconds West, 432.62 to the POINT OF BEGINNING and containing 8,439,493 square feet of 193,744 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

**NOTE:**

- 1.) FLOOD STATEMENT: According to Community Panel No. 48085C04455, dated June 2, 2009, of the Federal Emergency Management Agency, National Flood Insurance Program Map, a portion of this property is within the Flood Zone "A", (area determined to be within the 1% annual chance flood (100-year flood), with no base flood elevations determined).
- 2.) The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are said distance values.
- 3.) The subject tract has frontage to County Road No. 541.
- 4.) Abstract lines shown hereon are approximate.

	2121 Midway Road Suite 200 Carrollton, Texas 75006 972.242.7878 TXPLJ No. 10079000	<b>EXHIBIT A</b>	PROJECT NO.
		<b>PID BOUNDARY</b>	<b>MAT029</b>
		<b>ELEVON, SECTION 2 DEVELOPMENT</b>	SHEET NO.
		<b>CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS</b>	<b>PD-A2</b>

## EXHIBIT K-2 – FUTURE IMPROVEMENT AREA LEGAL DESCRIPTION

### LEGAL DESCRIPTION

#### TRACT 1

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 a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows: North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a point for corner; North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a point for corner; North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a point for corner, said point being the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE North 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,925.93 feet to a point for corner, said point being in the north line of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE North 81 degrees 09 minutes 48 seconds East, 6,008.29 feet along the north line of said 472.8955 acre tract and along the south right-of-way line of said Northeast Texas Rural Rail Transportation District to a point for corner, said point being the northeast corner of said 472.8955 acre tract, said point also being the northwest corner 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;

THENCE North 81 degrees 12 minutes 20 seconds East, 1,968.14 feet along the north line of said 216.85 acre tract to a point for corner, said point being the northeast corner of said 216.85 acre tract;

THENCE along the east line of said 216.85 acre tract as follows: South 00 degrees 32 minutes 19 seconds West, 2,448.70 feet to a point or corner; South 00 degrees 30 minutes 32 seconds West, 2,570.14 feet to a point for corner in the southeast corner of said 216.85 acre tract, said point also being in the approximate centerline of County Road 541;

THENCE along the approximate centerline of County Road Number 541 as follows: South 89 degrees 53 minutes 52 seconds West, 1,944.34 feet to a point for corner, said point being the southwest corner of said 216.85 acre tract, said point also being the southeast corner of said 472.8955 acre tract; North 89 degrees

08 minutes 13 seconds West, 1,466.14 feet to a point for corner, said point being the most southerly southwest corner of said 472.8955 acre tract;

THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet along the west line of said 472.8955 acre tract to a point for corner, said point being the southeast corner of said 180.339 acre tract, said point also being in the north right-of-way line of County Road Number 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,350.92 feet to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; JBI" set for corner; set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; JBI" set for corner; set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said JBI" set for corner, said point being in the south line of said 180.339 acre tract, said set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; JBI" set for corner; set for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a point for corner;

THENCE North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a point for corner;

THENCE North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a point for corner;

THENCE South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a point for corner;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet to the POINT OF BEGINNING and containing 34,367,739 square feet or 788.975 acres of land.

## LEGAL DESCRIPTION TRACT 2

Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part James P. Davis Survey, Abstract Number 249, and being all of that called Tract Two - 173.739 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2651, Official Public Records of Collin County, Texas, and also being all of that called 20.005 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5710, Page 3283, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southeast corner of said 20.005 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 2,014.28 feet to a point for corner, said point being the southwest corner of said 20.005 acre tract;

THENCE North 00 degrees 26 minutes 04 seconds East, 432.62 feet to a point for corner, said point being the northwest corner of said 20.005 acre tract, said point also being in the south line of said 173.739 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 108.39 feet to the most southerly southwest corner of said 173.739 acre tract;

THENCE along the west line of said 173.739 acre tract as follows: North 00 degrees 12 minutes 34 seconds East, 929.80 feet to a point for corner; North 89 degrees 47 minutes 26 seconds West, 1399.55 feet to a point for corner, said point being the most westerly southwest corner of said 173.739 acre tract, said point also being in the east right-of-way line of Farm-to-Market Highway Number 2755;

THENCE continuing along the west line of said 173.739 acre tract and along the east right-of-way line of Farm-to-Market Highway Number 2755; North 01 degrees 07 minutes 01 seconds East, 715.54 feet to a point for corner; Northwesterly, 966.03 feet along a curve to the left having a central angle of 64 degrees 05 minutes 55 seconds, a radius of 863.51 feet, a tangent of 540.61 feet, and whose chord bears North 30 degrees 55 minutes 56 seconds West, 916.44 feet to a point for corner; North 00 degrees 37 minutes 01 seconds East, 15.07 feet to a point for corner, said point being the northwest corner of said 173.739 acre tract, said point also being at the intersection of the east right-of-way line of Farm-to-Market Highway Number 2755 with the south right-of-way line of County Road Number 541;

THENCE South 89 degrees 24 minutes 15 seconds East, 4,152.64 feet along the south right-of-way line of County Road Number 541 to a point for corner, said point being the northeast corner of said 173.739 acre tract;

THENCE along the east line of said 173.739 acre tract as follows: South 00 degrees 25 minutes 05 seconds West, 1279.32 feet to a point for corner; North 89 degrees 39 minutes 34 seconds West, 159.29 feet to a point for corner; South 00 degrees 24 minutes 16 seconds West, 1137.75 feet to a point for corner, said point being the southeast corner of said 173.739 acre tract, said point also being the northeast corner of said 20.005 acre tract;

THENCE South 00 degrees 26 minutes 04 seconds West, 432.62 to the POINT OF BEGINNING and containing 8,439,493 square feet or 193.744 acres of land.

Save and Except

## 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 a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,576.39 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252..27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left 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 North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet, and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right 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 North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet, and whose chord bears South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet, and whose chord bears South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet, and whose chord bears South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet, and whose chord bears South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 479.74 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 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.

## EXHIBIT K-3 – ZONE 1 LEGAL DESCRIPTION

### 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 a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,576.39 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252..27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left 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 North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet, and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right 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 North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet, and whose chord bears South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet, and whose chord bears South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet, and whose chord bears South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet, and whose chord bears South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 479.74 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 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.

## EXHIBIT K-4 – ZONE 1 REMAINDER AREA LEGAL DESCRIPTION

### LEGAL DESCRIPTION (POD 2B Phase 2)

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 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, 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” set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 as follows:

North 89 degrees 28 minutes 43 seconds West, 190.57 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

North 89 degrees 23 minutes 25 seconds West, 639.80 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 00 degrees 43 minutes 43 seconds East, 155.23 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 130.54 feet along a curve to the left, having a central angle of 13 degrees 00 minutes 28 seconds, a radius of 575.00 feet, a tangent of 65.55 feet and whose chord bears North 05 degrees 46 minutes 31 seconds West, 130.26 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 12 degrees 16 minutes 44 seconds West, 86.64 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 255.87 feet along a curve to the right, having a central angle of 27 degrees 55 minutes 28 seconds, a radius of 525.00 feet, a tangent of 130.53 feet and whose chord bears North 01 degrees 41 minutes 00 seconds East, 253.35 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 38 minutes 44 seconds East, 31.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 81.33 feet along a curve to the left, having a central angle of 08 degrees 52 minutes 34 seconds, a radius of 525.00, a tangent of 40.75 feet and whose chord bears North 11 degrees 12 minutes 27 seconds East, 81.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 06 degrees 46 minutes 10 seconds East, 91.38 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 12.29 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 06 degrees 46 minutes 10 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 83.98 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 56 minutes 36 seconds West, 17.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 81 degrees 47 minutes 24 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 80 degrees 02 minutes 35 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 78 degrees 17 minutes 47 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 76 degrees 32 minutes 58 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 74 degrees 48 minutes 09 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 73 degrees 03 minutes 21 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 71 degrees 18 minutes 32 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 70 degrees 10 minutes 49 seconds West, 15.51 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 69 degrees 55 minutes 29 seconds West, 358.57 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 20 degrees 04 minutes 31 seconds East, 228.41 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 150.42 feet to a along a curve to the right, having a central angle of 14 degrees 59 minutes 19 seconds, a radius of 575.00 feet, a tangent of 75.64 feet and whose chord bears North 27 degrees 34 minutes 10 seconds East, 149.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 03 minutes 50 seconds East, 124.44 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 120.31 feet along a curve to the left, having a central angle of 05 degrees 23 minutes 07 seconds, a radius of 1,280.00 feet, a tangent of 60.20 feet and whose chord bears South 58 degrees 44 minutes 53 seconds East, 120.27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 03 minutes 50 seconds East, 120.86 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 64 degrees 07 minutes 37 seconds East, 81.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 67 degrees 29 minutes 18 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 70 degrees 11 minutes 28 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 72 degrees 53 minutes 37 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 75 degrees 35 minutes 47 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 78 degrees 17 minutes 56 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 81 degrees 00 minutes 06 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 82 degrees 47 minutes 30 seconds East, 17.77 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 343.76 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 06 degrees 46 minutes 10 seconds West, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 384.17 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 116.68 feet along a curve to the right having a central angle of 133 degrees 42 minutes 04 seconds, a radius of 50.00 feet, a tangent of 116.94 feet and whose chord bears South 61 degrees 22 minutes 49 seconds East, 91.95 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 84 degrees 31 minutes 47 seconds East, 105.40 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 82 degrees 50 minutes 49 seconds East, 95.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 07 degrees 09 minutes 11 seconds West, 1,277.53 feet to the POINT OF BEGINNING and containing 1,686,646 square feet or 38.720 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.

**LEGAL DESCRIPTION (POD 2E)**

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 a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 72 degrees 52 minutes 25 seconds East, 4,471.74 feet to the POINT OF BEGINNING;

THENCE North 37 degrees 05 minutes 08 seconds West, 110.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 07 degrees 54 minutes 52 seconds East, 14.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 42 degrees 47 minutes 46 seconds West, 50.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 82 degrees 05 minutes 08 seconds West, 14.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 37 degrees 05 minutes 08 seconds West, 346.08 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 206.77 feet along a curve to the right having a central angle of 31 degrees 35 minutes 33 seconds, a radius of 375.00 feet, a tangent of 106.09 feet and whose chord bears North 21

degrees 17 minutes 21 seconds West, 204.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 05 degrees 29 minutes 35 seconds West, 87.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 529.97 feet along a curve to the left having a central angle of 29 degrees 37 minutes 27 seconds, a radius of 1,025.00 feet, a tangent of 271.05 feet and whose chord bears North 20 degrees 18 minutes 18 seconds West, 524.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 07 minutes 02 seconds West, 200.65 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 55.38 feet along a curve to the left having a central angle of 03 degrees 50 minutes 47 seconds, a radius of 825.00 feet, a tangent of 27.70 feet and whose chord bears North 37 degrees 02 minutes 25 seconds West, 55.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 150.39 feet along a curve to the right having a central angle of 12 degrees 45 minutes 55 seconds, a radius of 675.00 feet, a tangent of 75.51 feet and whose chord bears North 58 degrees 23 minutes 38 seconds East, 150.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 25 degrees 12 minutes 04 seconds West, 126.85 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 01 degrees 49 minutes 20 seconds West, 826.53 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 251.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left 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 North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 189.59 feet along a curve to the left having a central angle of 11 degrees 26 minutes 03 seconds, a radius of 950.00 feet, a tangent of 95.11 feet and whose chord bears South 58 degrees 37 minutes 54 seconds West, 189.27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 830.17 feet to the POINT OF BEGINNING and containing 2,846,226 square feet or 65.340 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.

## EXHIBIT K-5 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION<sup>1</sup>

### LEGAL DESCRIPTION (POD 2A)

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 being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 50 degrees 19 minutes 12 seconds East, 2,785.72 feet to the POINT OF BEGINNING;

THENCE Northwesterly, 24.78 feet along a curve to the left having a central angle of 02 degrees 01 minutes 41 seconds, a radius of 700.00 feet, a tangent of 12.39 feet and whose chord bears North 81 degrees 07 minutes 10 seconds West, 24.78 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 08 minutes 01 seconds West, 434.21 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 77.13 feet along a curve to the right having a central angle of 12 degrees 48 minutes 33 seconds, a radius of 345.00 feet, a tangent of 38.73 feet and whose chord bears North 75 degrees 43 minutes 44 seconds West, 76.97 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 20 degrees 40 minutes 33 seconds East, 126.87 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 34.35 feet along a curve to the right having a central angle of 08 degrees 44 minutes 50 seconds, a radius of 225.00 feet, a tangent of 17.21 feet and whose chord bears North 58 degrees 43 minutes 50 seconds West, 34.32 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 164.40 feet along a curve to the left having a central angle of 34 degrees 15 minutes 07 seconds, a radius of 275.00 feet, a tangent of 84.74 feet and whose chord bears North 71 degrees 28 minutes 59 seconds West, 161.96 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 00 degrees 28 minutes 06 seconds East, 119.86 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 31 minutes 54 seconds West, 237.35 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 967.74 feet along a curve to the right having a central angle of 75 degrees 26 minutes 18 seconds, a radius of 735.00 feet a tangent of 568.47 feet and whose chord bears North 52 degrees 44 minutes 57 seconds West, 899.33 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 01 minutes 48 seconds West, 581.11 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 443.89 feet along a curve to the left having a central angle of 54 degrees 41 minutes 39 seconds, a radius of 465.00 feet, a tangent of 240.49 feet and whose chord bears North 42 degrees 22 minutes 38 seconds West, 427.22 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 629.94 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252.27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 119.51 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 01 degrees 04 minutes 05 seconds East, 924.12 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 07 degrees 51 minutes 55 seconds West, 1,088.26 feet to the POINT OF BEGINNING and containing 2,837,262 square feet or 65.135 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.

**LEGAL DESCRIPTION (POD 2B Phase 1)**

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 a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,444.77 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 295.43 feet along a curve to the right having a central angle of 50 degrees 31 minutes 40 seconds, a radius of 335.00 feet, a tangent of 158.10 feet and whose chord bears South 40 degrees 17 minutes 38 seconds East, 285.95 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 01 minutes 48 seconds East, 581.11 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 1,028.63 feet along a curve to the left having a central angle of 68 degrees 08 minutes 04 seconds, a radius of 865.00 feet, a tangent of 584.93 feet and whose chord bears South 49 degrees 05 minutes 50 seconds East, 969.09 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 83 degrees 09 minutes 52 seconds East, 339.07 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 17.15 feet along a curve to the right, having a central angle of 15 degrees 07 minutes 06 seconds, a radius of 65.00 feet, a tangent of 8.63 feet and whose chord bears South 00 degrees 47 minutes 23 seconds East, 17.10 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;;

THENCE South 06 degrees 46 minutes 10 seconds West, 12.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 06 degrees 46 minutes 10 seconds West, 381.15 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 06 degrees 46 minutes 10 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 343.76 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 47 minutes 30 seconds West, 17.77 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 81 degrees 00 minutes 06 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 78 degrees 17 minutes 56 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 75 degrees 35 minutes 47 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 72 degrees 53 minutes 37 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 70 degrees 11 minutes 28 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 67 degrees 29 minutes 18 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 64 degrees 07 minutes 37 seconds West, 81.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 03 minutes 50 seconds West, 120.86 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 120.31 feet along a curve to the right having a central angle of 05 degrees 23 minutes 07 seconds, a radius of 1,280.00 feet, a tangent of 60.20 feet and whose chord bears North 58 degrees 44 minutes 53 seconds West, 120.27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 03 minutes 50 seconds West, 124.44 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 150.42 feet along a curve to the left having a central angle of 14 degrees 59 minutes 19 seconds, a radius of 575.00 feet, a tangent of 75.64 feet and whose chord bears South 27 degrees 34 minutes 10 seconds West, 149.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 20 degrees 04 minutes 31 seconds West, 228.41 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 69 degrees 55 minutes 29 seconds East, 358.57 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 70 degrees 10 minutes 49 seconds East, 15.51 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 71 degrees 18 minutes 32 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 73 degrees 03 minutes 21 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 74 degrees 48 minutes 09 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 76 degrees 32 minutes 58 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 78 degrees 17 minutes 47 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 80 degrees 02 minutes 35 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 81 degrees 47 minutes 24 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 82 degrees 56 minutes 36 seconds East, 17.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 83.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 06 degrees 46 minutes 10 seconds West, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 12.29 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 06 degrees 46 minutes 10 seconds West, 91.38 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 81.33 feet along a curve to the right having a central angle of 08 degrees 52 minutes 34 seconds, a radius of 525.00 feet, a tangent of 40.75 feet and whose chord bears South 11 degrees 12 minutes 27 seconds, 81.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 38 minutes 44 seconds West, 31.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 255.87 feet along a curve to the left having a central angle of 27 degrees 55 minutes 28 seconds, a radius of 525.00 feet, a tangent of 130.53 feet and whose chord bears South 01 degrees 41 minutes 00 seconds West, 253.35 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 12 degrees 16 minutes 44 seconds East, 86.64 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 130.54 feet along a curve to the right having a central angle of 13 degrees 00 minutes 28 seconds, a radius of 575.00 feet, a tangent of 65.55 feet and whose chord bears South 05 degrees 46 minutes 31 seconds East, 130.26 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 43 minutes 43 seconds West, 155.23 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 23 minutes 25 seconds, 65.95 feet along the south line of said 180.339 acre tract and along the north right-of-way line of said County Road 541 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner;

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of said County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of said County Road 541 to the POINT OF BEGINNING and containing 2,154,924 square feet or 49.470 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.

**LEGAL DESCRIPTION (POD 2C)**

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 a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 50 degrees 19 minutes 12 seconds East, 2,785.72 feet to the POINT OF BEGINNING;

THENCE North 07 degrees 51 minutes 55 seconds East, 1,088.26 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 01 degrees 04 minutes 05 seconds West, 924.12 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East. 304.18 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 229.33 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 01 degrees 49 minutes 20 seconds East, 826.53 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 12 minutes 04 seconds East, 127.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 150.35 feet along a curve to the left having a central angle of 12 degrees 45 minutes 43 seconds, a radius of 675.00 feet, a tangent of 75.49 feet and whose chord bears South 58 degrees 25 minutes 05 seconds West, 150.04 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 55.25 feet along a curve to the right having a central angle of 03 degrees 50 minutes 13 seconds, a radius of 825.00 feet, a tangent of 27.63 feet and whose chord bears South 37 degrees 02 minutes 08 seconds East, 55.24 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 07 minutes 02 seconds East, 200.65 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 529.97 feet along a curve to the right having a central angle of 29 degrees 37 minutes 27 seconds, a radius of 1,025.00 feet, a tangent of 271.05 feet and whose chord bears South 20 degrees 18 minutes 18 seconds East, 524.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 05 degrees 29 minutes 35 seconds East, 87.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 206.77 feet along the curve to the left having a central angle of 31 degrees 35 minutes 33 seconds, a radius of 375.00 feet, a tangent of 106.09 feet and whose chord bears South 21 degrees 17 minutes 21 seconds East, 204.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 37 degrees 05 minutes 08 seconds East, 346.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 82 degrees 05 minutes 08 seconds East, 14.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 42 degrees 47 minutes 46 seconds East, 50.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 07 degrees 54 minutes 52 seconds West, 14.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 37 degrees 05 minutes 08 seconds East, 110.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 151.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 749.00 feet along a curve to the right having a central angle of 33 degrees 00 minutes 41 seconds, a radius of 1,300.00 feet, a tangent of 385.22 feet and whose chord bears South 69 degrees 25 minutes 12 seconds West, 738.68 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 05 degrees 37 minutes 01 seconds West, 693.64 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 43.54 feet along a curve to the right having a central angle of 49 degrees 53 minutes 28 seconds, a radius of 50.00, a tangent of 23.26 feet and whose chord bears North 05 degrees 36 minutes 31 seconds West, 42.18 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 56 degrees 34 minutes 01 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 23 degrees 18 minutes 10 seconds West, 81.19 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 08 minutes 05 seconds West, 532.52 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 07 degrees 51 minutes 55 seconds West, 139.75 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 36 degrees 33 minutes 37 seconds West, 279.48 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 491.31 feet along a curve to the left having a central angle of 40 degrees 12 minutes 50 seconds, a radius of 700.00 feet, a tangent of 256.26 feet and whose chord bears North 59 degrees 59 minutes 54 seconds West, 481.29 feet to the POINT OF BEGINNING and containing 3,371,475 square feet or 77.398 acres of land.

#### LEGAL DESCRIPTION (POD 2D)

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 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 52 degrees 14 minutes 09 seconds East, 2,694.47 feet to the POINT OF BEGINNING;

THENCE South 81 degrees 57 minutes 00 seconds East, 95.02 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 59 degrees 59 minutes 35 seconds East, 227.77 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 40 degrees 56 minutes 52 seconds East, 201.52 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 25.59 feet along a curve to the right having a central angle of 02 degrees 26 minutes 39 seconds, a radius of 600.00 feet, a tangent of 12.80 feet and whose chord bears South 26 degrees 46 minutes 09 seconds East, 25.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 32 minutes 49 seconds East, 113.69 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 747.47 feet along a curve to the left having a central angle of 63 degrees 55 minutes 13 seconds, a radius of 670.00 feet, a tangent of 418.02 feet and whose chord bears South 57 degrees 30 minutes 26 seconds East, 709.30 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 28 minutes 03 seconds East, 143.77 feet to a one-half inch iron rod with yellow caps stamped “JBI” set for corner;

THENCE Northeasterly, 115.26 feet along a curve to the left having a central angle of 04 degrees 43 minutes 01 seconds, a radius of 1,400.00 feet, a tangent of 57.66 feet and whose chord bears North 88 degrees 10 minutes 26 seconds East, 115.23 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 723.91 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 04 degrees 52 minutes 41 seconds East, 50.22 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 68.22 feet along a curve to the right having a central angle of 04 degrees 03 minutes 01 seconds, a radius of 965.00 feet, a tangent of 34.12 feet and whose chord bears South 01 degrees 29 minutes 33 seconds East, 68.20 feet to a one-half inch iron with yellow cap stamped “JBI” set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.61 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 399.74 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,075.43 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 07 degrees 09 minutes 11 seconds East, 1,514.49 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 05 degrees 33 minutes 02 seconds East, 172.15 feet to the POINT OF BEGINNING and containing 1,771,212 square feet or 40.661 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.

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<sup>1</sup> Note: Improvement Area #1 is comprised of POD A, POD 2B-1, POD C, POD D, 15.000 acres of Non-Assessed Property and 25.034 acres of Non-Benefitted Property.

## APPENDIX A – ENGINEER’S REPORT

[Remainder of page left intentionally blank.]



**Re: Engineer's Report  
Elevon Public Improvement District  
Lavon, Texas**

**Introduction:**

Elevon Public Improvement District (the "Elevon PID") is a 982.719 acre multiphase single family development. The general location of the property is south of the NETEX railroad right-of-way, north of County Road 541 (Watkins Road), and is approximately 1.6 miles east of State Highway 78 and Main Street. The Elevon PID boundary and legal description are shown in Exhibit A and A1. Pods 2A-2E have been planned, preliminary engineered, and cost estimates have been prepared for 1,389 lots. The concept plan for the planned pods is shown in Exhibit B. The Engineer's Report includes the estimated cost, schedule, and development exhibits for the formation of the Elevon PID and for reference for the issuance of bonds by the City to finance public infrastructure projects within the Elevon PID.

**Development Cost**

JBI has prepared an Opinion of Probable Cost summary for improvements within the Elevon PID and for offsite improvements needed to serve the Pods 2A-2E, see Exhibit C.

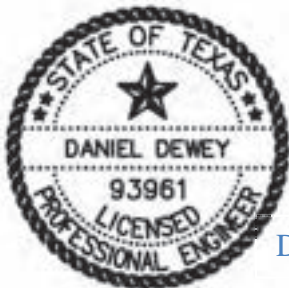
**Elevon PID Improvements**

The authorized improvements benefitting property within the Elevon PID are illustrated in Exhibits D thru L. There are In-tract Improvements, Major Improvements Onsite, and Major Improvements Offsite.

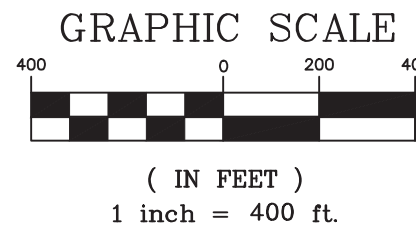
**Development Schedule**

Design Stage – The preliminary plat for Section 2, Phase 2A-2E has been approved by the City of Lavon. Engineering plans and final plat have been submitted for the Master Infrastructure improvements that will provide, water, sewer, drainage, and access to each of the phases of development. A flood study for Pods 2A-2E has been submitted to the City of Lavon for approval. A traffic impact analysis for the entire Elevon development which includes the Elevon PID area has been submitted to the City of Lavon. Design and final platting of Pods 2A, 2B-1, 2C, and 2D are currently underway with an anticipated submittal in the fourth quarter of 2021. Approval and ground breaking for the master infrastructure and phases will occur in the first quarter of 2022.

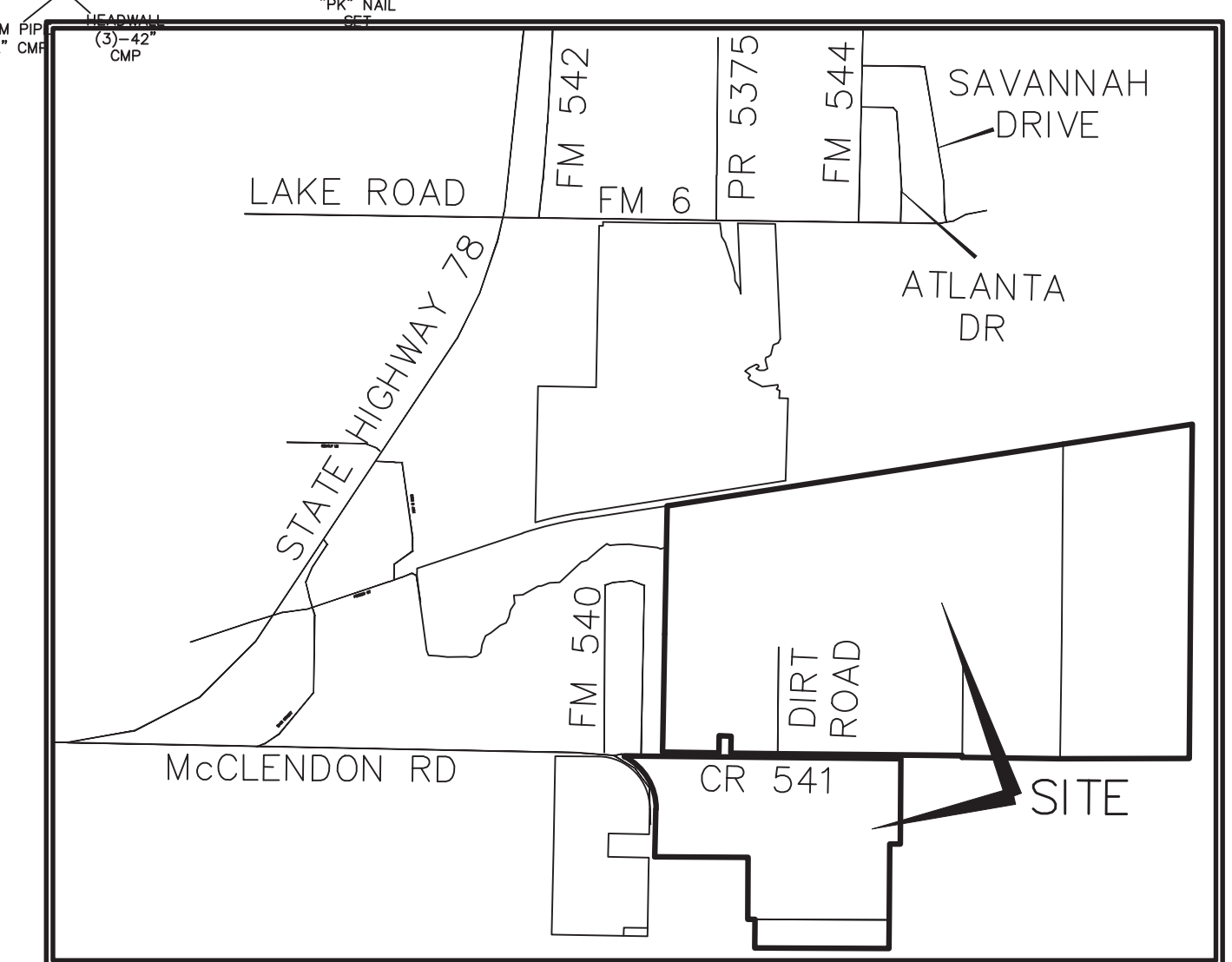
Construction Stage- The construction of the master infrastructure and pods 2A, 2B-1, 2C, and 2D is anticipated to begin in January 2022. The improvements will take between 12-15 months to complete. Final acceptance of the improvements is anticipated in the first quarter of 2023. A 12 month project time line is depicted in Exhibit M.



DECEMBER 17, 2021



LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°22'15"E	30.66'
L2	N00°45'47"E	253.51'
L3	N87°47'23"W	180.66'
L4	S00°37'46"W	257.91'
L5	N89°10'57"W	848.67'
L6	N89°39'34"W	159.29'
L7	N89°47'26"W	108.39'
L8	N00°37'01"E	15.07'



- LEGEND**
- P.O.B. POINT OF BEGINNING
  - CIRF CAPPED IRON ROD FOUND
  - IRF IRON ROD FOUND
  - CIRS CAPPED IRON ROD SET
  - CM CONTROL MONUMENT
  - R.O.W. RIGHT-OF-WAY
  - S.F. SQUARE FEET
  - UGL UNDERGROUND LINE
  - FOC FIBER OPTIC CABLE
  - PED PEDESTAL
  - TEL TELECOMMUNICATIONS
  - MHW MANHOLE WATER
  - WV WATER VALVE
  - WM WATER METER
  - FH FIRE HYDRANT
  - PP POWER POLES
  - UTIL UTILITY
  - RCP REINFORCED CONCRETE PIPE
  - CMP CORRUGATED METAL PIPE

**TRACT 1**  
34,367,739 S.F.  
788,975 ACRES

**TRACT 2**  
8,439,493 S.F.  
193,744 ACRES

**JBI PARTNERS**

2121 Midway Road  
Suite 300  
Carrollton, Texas 75006  
972.248.7676  
TBPE No. F-438  
TBPLS No. 10076000

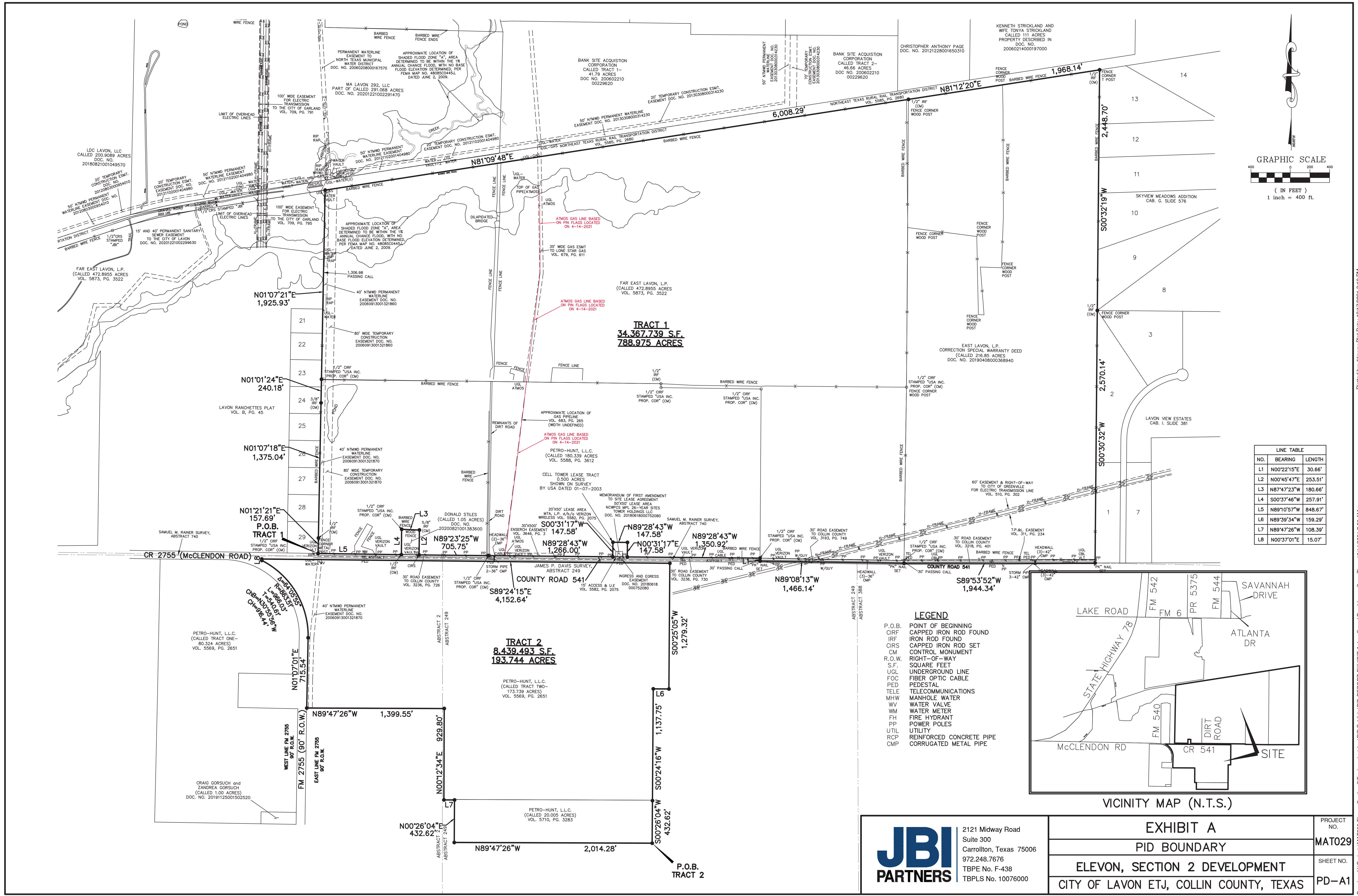
**EXHIBIT A**

**PID BOUNDARY**

**ELEVON, SECTION 2 DEVELOPMENT**

**CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS**

PROJECT NO.	MAT029
SHEET NO.	PD-A1



Plotted by: ddevey Plot Date: 12/17/2021 3:19 PM  
Drawing: H:\Projects\MAT029-Elevon Section 2\Engineering\dwg\PID Exhibit\PID-REPORT-EXHIBIT A.dwg Saved By: ddevey Save Time: 10/14/2021 7:59 AM

LEGAL DESCRIPTION  
TRACT 1

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 a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a point for corner;  
North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a point for corner;  
North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a point for corner, said point being the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE North 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,925.93 feet to a point for corner, said point being in the north line of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE North 81 degrees 09 minutes 48 seconds East, 6,008.29 feet along the north line of said 472.8955 acre tract and along the south right-of-way line of said Northeast Texas Rural Rail Transportation District to a point for corner, said point being the northeast corner of said 472.8955 acre tract, said point also being the northwest corner 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;

THENCE North 81 degrees 12 minutes 20 seconds East, 1,968.14 feet along the north line of said 216.85 acre tract to a point for corner, said point being the northeast corner of said 216.85 acre tract;

THENCE along the east line of said 216.85 acre tract as follows:

South 00 degrees 32 minutes 19 seconds West, 2,448.70 feet to a point or corner;  
South 00 degrees 30 minutes 32 seconds West, 2,570.14 feet to a point for corner in the southeast corner of said 216.85 acre tract, said point also being in the approximate centerline of County Road 541;

THENCE along the approximate centerline of County Road Number 541 as follows:

South 89 degrees 53 minutes 52 seconds West, 1,944.34 feet to a point for corner, said point being the southwest corner of said 216.85 acre tract, said point also being the southeast corner of said 472.8955 acre tract;

North 89 degrees 08 minutes 13 seconds West, 1,466.14 feet to a point for corner, said point being the most southerly southwest corner of said 472.8955 acre tract;

THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet along the west line of said 472.8955 acre tract to a point for corner, said point being the southeast corner of said 180.339 acre tract, said point also being in the north right-of-way line of County Road Number 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,350.92 feet to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a point for corner;

THENCE North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a point for corner;

THENCE North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a point for corner;

THENCE South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a point for corner;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet to the POINT OF BEGINNING and containing 34,367,739 square feet or 788.975 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION  
TRACT 2

Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part James P. Davis Survey, Abstract Number 249, and being all of that called Tract Two - 173.739 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2651, Official Public Records of Collin County, Texas, and also being all of that called 20.005 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5710, Page 3283, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southeast corner of said 20.005 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 2,014.28 feet to a point for corner, said point being the southwest corner of said 20.005 acre tract;

THENCE North 00 degrees 26 minutes 04 seconds East, 432.62 feet to a point for corner, said point being the northwest corner of said 20.005 acre tract, said point also being in the south line of said 173.739 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 108.39 feet to the most southerly southwest corner of said 173.739 acre tract;

THENCE along the west line of said 173.739 acre tract as follows:

North 00 degrees 12 minutes 34 seconds East, 929.80 feet to a point for corner;  
North 89 degrees 47 minutes 26 seconds West, 1399.55 feet to a point for corner, said point being the most westerly southwest corner of said 173.739 acre tract, said point also being in the east right-of-way line of Farm-to-Market Highway Number 2755;

THENCE continuing along the west line of said 173.739 acre tract and along the east right-of-way line of Farm-to-Market Highway Number 2755;

North 01 degrees 07 minutes 01 seconds East, 715.54 feet to a point for corner;  
Northwesterly, 966.03 feet along a curve to the left having a central angle of 64 degrees 05 minutes 55 seconds, a radius of 863.51 feet, a tangent of 540.61 feet, and whose chord bears North 30 degrees 55 minutes 56 seconds West, 916.44 feet to a point for corner;  
North 00 degrees 37 minutes 01 seconds East, 15.07 feet to a point for corner, said point being the northwest corner of said 173.739 acre tract, said point also being at the intersection of the east right-of-way line of Farm-to-Market Highway Number 2755 with the south right-of-way line of County Road Number 541;

THENCE South 89 degrees 24 minutes 15 seconds East, 4,152.64 feet along the south right-of-way line of County Road Number 541 to a point for corner, said point being the northeast corner of said 173.739 acre tract;

THENCE along the east line of said 173.739 acre tract as follows:


South 00 degrees 25 minutes 05 seconds West, 1279.32 feet to a point for corner;  
North 89 degrees 39 minutes 34 seconds West, 159.29 feet to a point for corner;  
South 00 degrees 24 minutes 16 seconds West, 1137.75 feet to a point for corner, said point being the southeast corner of said 173.739 acre tract, said point also being the northeast corner of said 20.005 acre tract;

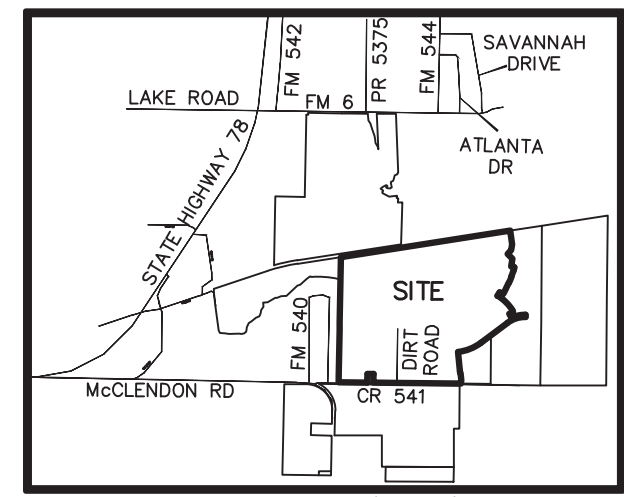
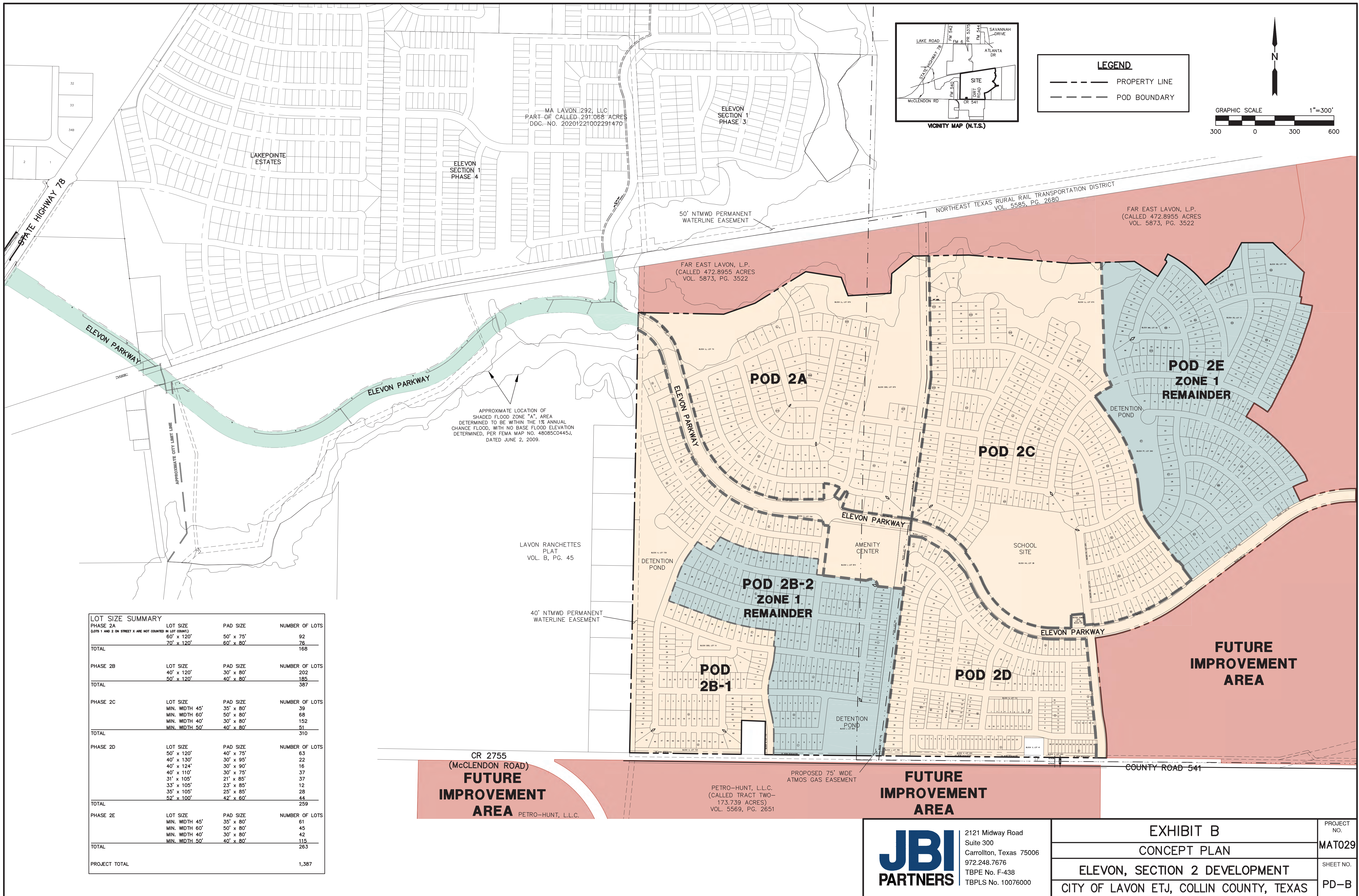
THENCE South 00 degrees 26 minutes 04 seconds West, 432.62 to the POINT OF BEGINNING and containing 8,439,493 square feet or 193.744 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

NOTES:

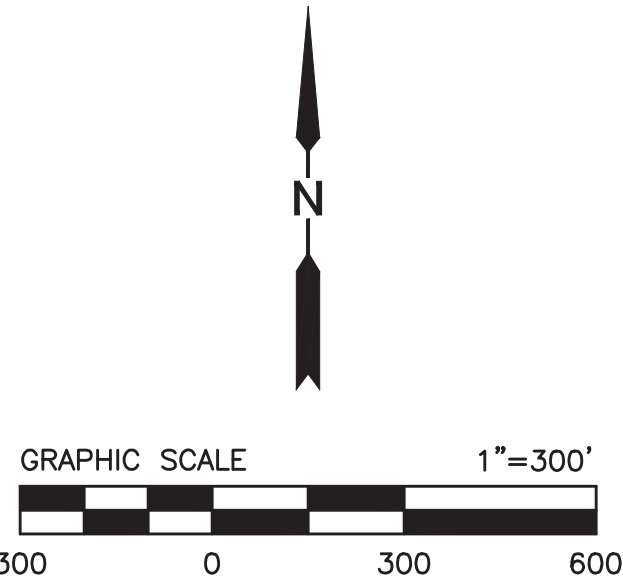
- 1.) FLOOD STATEMENT: According to Community Panel No. 48085C0445J, dated June 2, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, a portion of this property is within shaded Flood Zone "A", (areas determined to be within the 1% annual chance flood (100-year flood), with no base flood elevations determined.
- 2.) 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.
- 3.) The subject tract has frontage to County Road No. 541.
- 4.) Astract lines shown hereon are approximate.

	2121 Midway Road Suite 300 Carrollton, Texas 75006 972.248.7676 TBPE No. F-438 TBPLS No. 10076000	<b>EXHIBIT A</b>		PROJECT NO.
		<b>PID BOUNDARY</b>		<b>MAT029</b>
		<b>ELEVON, SECTION 2 DEVELOPMENT</b>		SHEET NO.
		<b>CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS</b>		<b>PD-A2</b>



**LEGEND**

- PROPERTY LINE
- - - - - POD BOUNDARY



LOT SIZE SUMMARY			
PHASE 2A	LOT SIZE	PAD SIZE	NUMBER OF LOTS
(LOTS 1 AND 2 ON STREET X ARE NOT COUNTED IN LOT COUNT)	80' x 120'	50' x 75'	92
	70' x 120'	60' x 80'	76
TOTAL			168
PHASE 2B	LOT SIZE	PAD SIZE	NUMBER OF LOTS
	40' x 120'	30' x 80'	202
	50' x 120'	40' x 80'	185
TOTAL			387
PHASE 2C	LOT SIZE	PAD SIZE	NUMBER OF LOTS
	MIN. WIDTH 45'	35' x 80'	39
	MIN. WIDTH 60'	50' x 80'	68
	MIN. WIDTH 40'	30' x 80'	152
	MIN. WIDTH 50'	40' x 80'	51
TOTAL			310
PHASE 2D	LOT SIZE	PAD SIZE	NUMBER OF LOTS
	50' x 120'	40' x 75'	63
	40' x 130'	30' x 95'	22
	40' x 124'	30' x 90'	16
	40' x 110'	30' x 75'	37
	31' x 105'	21' x 85'	37
	33' x 105'	23' x 85'	12
	35' x 105'	25' x 85'	28
	52' x 100'	42' x 60'	44
TOTAL			259
PHASE 2E	LOT SIZE	PAD SIZE	NUMBER OF LOTS
	MIN. WIDTH 45'	35' x 80'	61
	MIN. WIDTH 60'	50' x 80'	45
	MIN. WIDTH 40'	30' x 80'	42
	MIN. WIDTH 50'	40' x 80'	115
TOTAL			263
PROJECT TOTAL			1,387

CR 2755  
(McCLENDON ROAD)  
**FUTURE IMPROVEMENT AREA**  
PETRO-HUNT, L.L.C.

PETRO-HUNT, L.L.C.  
(CALLED TRACT TWO-  
173.739 ACRES)  
VOL. 5569, PG. 2651

PROPOSED 75' WIDE  
ATMOS. GAS EASEMENT

**FUTURE IMPROVEMENT AREA**

COUNTY ROAD 541

**FUTURE IMPROVEMENT AREA**

**JBI PARTNERS**  
2121 Midway Road  
Suite 300  
Carrollton, Texas 75006  
972.248.7676  
TBPE No. F-438  
TBPLS No. 10076000

**EXHIBIT B**  
**CONCEPT PLAN**  
**ELEVON, SECTION 2 DEVELOPMENT**  
**CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS**

PROJECT NO.  
**MAT029**  
SHEET NO.  
**PD-B**

EXHIBIT C

Elevon PID

Lavon, Texas

ENGINEERS OPINION OF PROBABLE COST SUMMARY

Prepared by JBI PARTNERS

7/28/2021



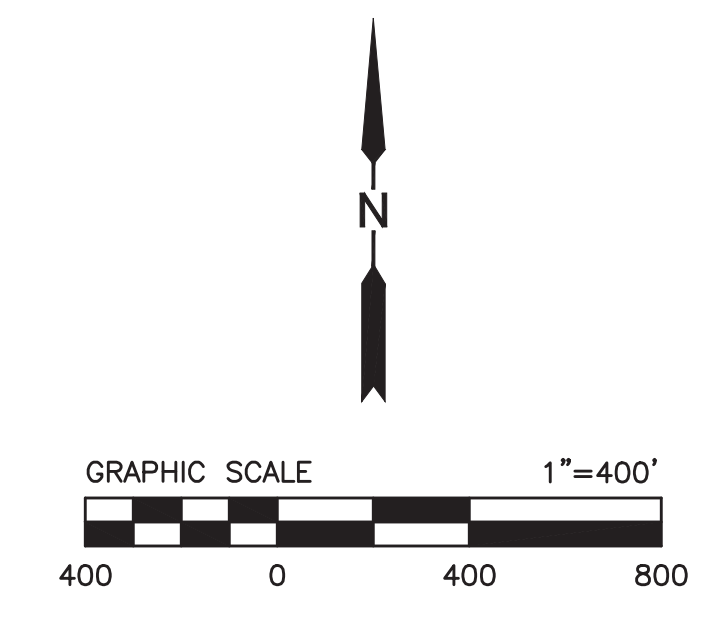
Description	Intract Improvement		Total Phase 1	Total Phase 2	POD 2A		POD 2B			POD 2C		POD 2D		POD 2E	
	Total	Offsite			Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Total	Phase 2
<b>Public</b>															
Water	4,977,567	-	3,498,472	1,479,095	742,372	742,372	1,337,092	802,255	534,837	1,212,760	1,212,760	741,085	741,085	944,258	944,258
Sanitary Sewer	4,605,899	-	3,139,817	1,466,082	579,675	579,675	1,281,767	769,060	512,707	1,116,677	1,116,677	674,405	674,405	953,375	953,375
Storm Drainage	5,485,008	-	3,931,421	1,553,587	826,741	826,741	1,390,090	834,054	556,036	1,495,390	1,495,390	775,235	775,235	997,551	997,551
Paving	10,944,437	-	7,640,751	3,303,686	1,593,161	1,593,161	2,842,732	1,705,639	1,137,093	2,605,719	2,605,719	1,736,231	1,736,231	2,166,593	2,166,593
Earthwork - ROW and Easements	5,418,135	-	3,769,658	1,648,477	766,642	766,642	1,483,542	890,125	593,417	1,250,368	1,250,368	862,524	862,524	1,055,060	1,055,060
Detention	766,861	-	570,841	196,020	196,020	196,020	490,050	294,030	196,020	-	-	-	-	-	-
Construction Management Fees (4%)	1,287,916	-	902,038	385,878	191,416	191,416	353,011	211,807	141,204	307,237	307,237	191,579	191,579	244,673	244,673
Soft Costs (Engineering, Surveying, Construction Services) - 80% split	3,811,807	-	2,686,848	1,124,959	595,391	595,391	1,008,997	605,398	403,599	922,157	922,157	563,902	563,902	721,360	721,360
Contingency (5%)	1,609,895	-	1,127,548	482,347	239,270	239,270	441,264	264,758	176,505	384,046	384,046	239,474	239,474	305,842	305,842
District Creation Costs (4%)	1,556,301	-	1,090,696	465,605	232,459	232,459	425,142	255,085	170,057	371,774	371,774	231,377	231,377	295,549	295,549
ROW Areas	2,935,350	-	2,030,580	904,770	423,900	423,900	762,300	457,380	304,920	702,000	702,000	447,300	447,300	599,850	599,850
<b>Total Public</b>	<b>43,399,177</b>	<b>-</b>	<b>30,388,671</b>	<b>13,010,506</b>	<b>6,467,840</b>	<b>6,467,840</b>	<b>11,815,987</b>	<b>7,089,592</b>	<b>4,726,395</b>	<b>10,368,126</b>	<b>10,368,126</b>	<b>6,463,113</b>	<b>6,463,113</b>	<b>8,284,111</b>	<b>8,284,111</b>
<b>Private</b>															
Earthwork - Lots	2,322,058	-	1,615,568	706,490	328,561	328,561	635,804	381,482	254,321	535,872	535,872	369,653	369,653	452,169	452,169
Retaining Walls	1,367,218	-	1,064,675	302,543	347,506	347,506	213,611	128,166	85,444	399,620	399,620	189,383	189,383	217,099	217,099
Erosion Control	415,184	-	288,063	127,120	66,287	66,287	101,942	61,165	40,777	93,878	93,878	66,734	66,734	86,344	86,344
Soft Costs (Engineering, Surveying, Construction Services) - 20% split	952,952	-	671,712	281,240	148,848	148,848	252,249	151,350	100,900	230,539	230,539	140,976	140,976	180,340	180,340
City Fees	1,204,695	-	843,370	361,325	174,619	174,619	315,284	189,171	126,114	297,114	297,114	182,466	182,466	235,212	235,212
Contingency (5%)	205,223	-	148,415	56,808	37,118	37,118	47,568	28,541	19,027	51,468	51,468	31,288	31,288	37,781	37,781
<b>Total Private</b>	<b>6,467,329</b>	<b>-</b>	<b>4,631,803</b>	<b>1,835,526</b>	<b>1,102,938</b>	<b>1,102,938</b>	<b>1,566,457</b>	<b>939,874</b>	<b>626,583</b>	<b>1,608,491</b>	<b>1,608,491</b>	<b>980,500</b>	<b>980,500</b>	<b>1,208,943</b>	<b>1,208,943</b>
<b>Total</b>	<b>49,866,506</b>	<b>-</b>	<b>35,020,474</b>	<b>14,846,032</b>	<b>7,570,778</b>	<b>7,570,778</b>	<b>13,382,444</b>	<b>8,029,466</b>	<b>5,352,978</b>	<b>11,976,617</b>	<b>11,976,617</b>	<b>7,443,613</b>	<b>7,443,613</b>	<b>9,493,054</b>	<b>9,493,054</b>

Description	Major Improvements - Onsite		Total Phase 1	Total Phase 2	POD 2A		POD 2B			POD 2C		POD 2D		POD 2E	
	Total	Offsite			Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Total	Phase 2
<b>Public</b>															
Water	2,901,646	-	1,589,146	1,312,500	-	-	-	-	-	-	-	-	-	-	-
Sanitary Sewer	404,293	-	404,293	-	-	-	-	-	-	-	-	-	-	-	-
Storm Drainage	521,867	-	521,867	-	-	-	-	-	-	-	-	-	-	-	-
Paving	4,838,957	-	4,838,957	-	-	-	-	-	-	-	-	-	-	-	-
Earthwork	133,457	-	133,457	-	-	-	-	-	-	-	-	-	-	-	-
Detention	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Erosion Control	67,101	-	67,101	-	-	-	-	-	-	-	-	-	-	-	-
Construction Management Fees (4%)	354,693	-	302,193	52,500	-	-	-	-	-	-	-	-	-	-	-
Soft Costs (Engineering, Surveying, Construction Services)	890,815	-	890,815	-	-	-	-	-	-	-	-	-	-	-	-
City Fees	225,098	-	225,098	-	-	-	-	-	-	-	-	-	-	-	-
Contingency (5%)	267,741	-	267,741	-	-	-	-	-	-	-	-	-	-	-	-
District Creation Costs (4%)	424,227	-	369,627	54,600	-	-	-	-	-	-	-	-	-	-	-
ROW Areas	516,600	-	516,600	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Public</b>	<b>11,546,495</b>	<b>-</b>	<b>10,126,895</b>	<b>1,419,600</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total</b>	<b>11,546,495</b>	<b>-</b>	<b>10,126,895</b>	<b>1,419,600</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Description	Major Improvements - Offsite		Total Phase 1	Total Phase 2	POD 2A		POD 2B			POD 2C		POD 2D		POD 2E	
	Total	Offsite			Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Total	Phase 2
<b>Public</b>															
Water	1,079,834	1,079,834	-	-	-	-	-	-	-	-	-	-	-	-	-
Sanitary Sewer	651,090	651,090	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Drainage	872,150	872,150	-	-	-	-	-	-	-	-	-	-	-	-	-
Paving	2,092,485	2,092,485	-	-	-	-	-	-	-	-	-	-	-	-	-
Earthwork	91,850	91,850	-	-	-	-	-	-	-	-	-	-	-	-	-
Detention	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Erosion Control	39,842	39,842	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction Management Fees (4%)	193,090	193,090	-	-	-	-	-	-	-	-	-	-	-	-	-
Soft Costs (Engineering, Surveying, Construction Services)	753,225	753,225	-	-	-	-	-	-	-	-	-	-	-	-	-
City Fees	253,000	253,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency (5%)	241,363	241,363	-	-	-	-	-	-	-	-	-	-	-	-	-
District Creation Costs (4%)	250,717	250,717	-	-	-	-	-	-	-	-	-	-	-	-	-
ROW Areas	1,604,800	1,604,800	-	-	-	-	-	-	-	-	-	-	-	-	-
Wastewater Plant Site	233,550	233,550	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Public</b>	<b>8,356,996</b>	<b>8,356,996</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total</b>	<b>8,356,996</b>	<b>8,356,996</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

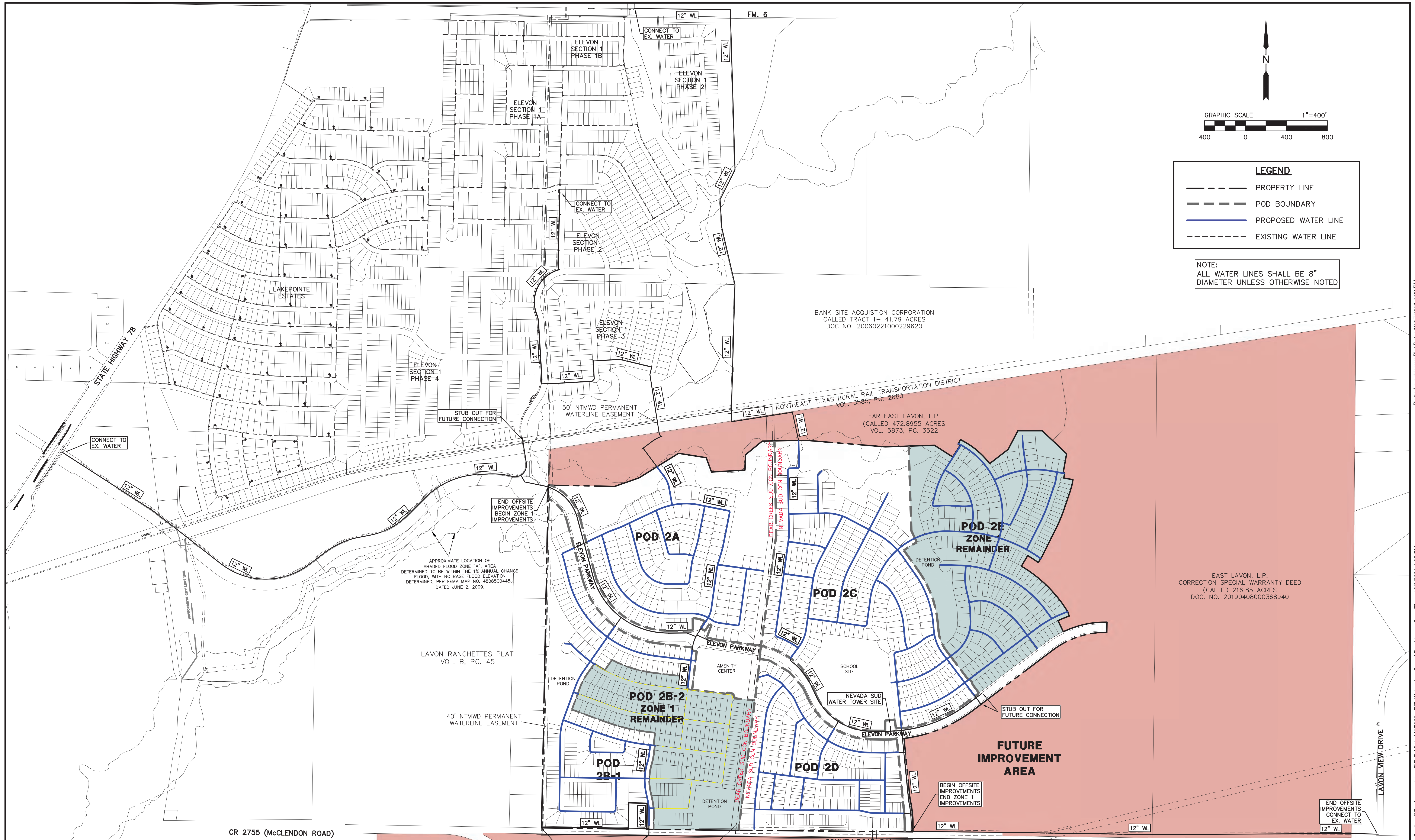
TOTAL IMPROVEMENT COSTS	Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B			POD 2C		POD 2D		POD 2E	
					Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Total	Phase 2
Total Public	63,302,668	8,356,996	40,515,566	14,430,106	6,467,840	6,467,840	11,815,987	7,089,592	4,726,395	10,368,126	10,368,126	6,463,113	6,463,113	8,284,111	8,284,111
Total Private	6,467,329	-	4,631,803	1,835,526	1,102,938	1,102,938	1,566,457	939,874	626,583	1,608,491	1,608,491	980,500	980,500	1,208,943	1,208,943
<b>Total Costs</b>	<b>69,769,997</b>	<b>8,356,996</b>	<b>45,147,369</b>	<b>16,265,632</b>	<b>7,570,778</b>	<b>7,570,778</b>	<b>13,382,444</b>	<b>8,029,466</b>	<b>5,352,978</b>	<b>11,976,617</b>	<b>11,976,617</b>	<b>7,443,613</b>	<b>7,443,613</b>	<b>9,493,054</b>	<b>9,493,054</b>

TOTAL PID COSTS	Total	Offsite	Total Phase 1	Total Phase 2
<b>Total Public Improvements (includes ROW)</b>	<b>63,302,668</b>	<b>8,356,996</b>	<b>40,515,566</b>	<b>14,430,106</b>



LEGEND	
	PROPERTY LINE
	POD BOUNDARY
	PROPOSED WATER LINE
	EXISTING WATER LINE

NOTE:  
ALL WATER LINES SHALL BE 8" DIAMETER UNLESS OTHERWISE NOTED



**FUTURE IMPROVEMENT AREA**

PETRO-HUNT, L.L.C.  
(CALLED TRACT ONE-  
80.324 ACRES)  
VOL. 5569, PG. 2651

**FUTURE IMPROVEMENT AREA**

PROPOSED 75' WIDE  
ATMOS GAS EASEMENT

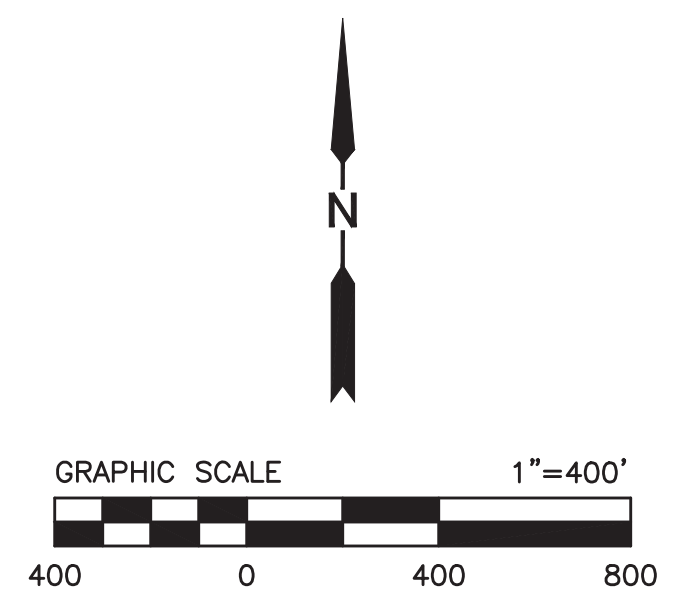
PETRO-HUNT, L.L.C.  
(CALLED TRACT TWO-  
173.739 ACRES)  
VOL. 5569, PG. 2651

**JBI PARTNERS**

2121 Midway Road  
Suite 300  
Carrollton, Texas 75006  
972.248.7676  
TBPE No. F-438  
TBPLS No. 10076000

<b>EXHIBIT D</b>		PROJECT NO.
INTRACT WATER		<b>MAT029</b>
<b>ELEVON, SECTION 2 DEVELOPMENT</b>		SHEET NO.
CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS		<b>PD-D</b>

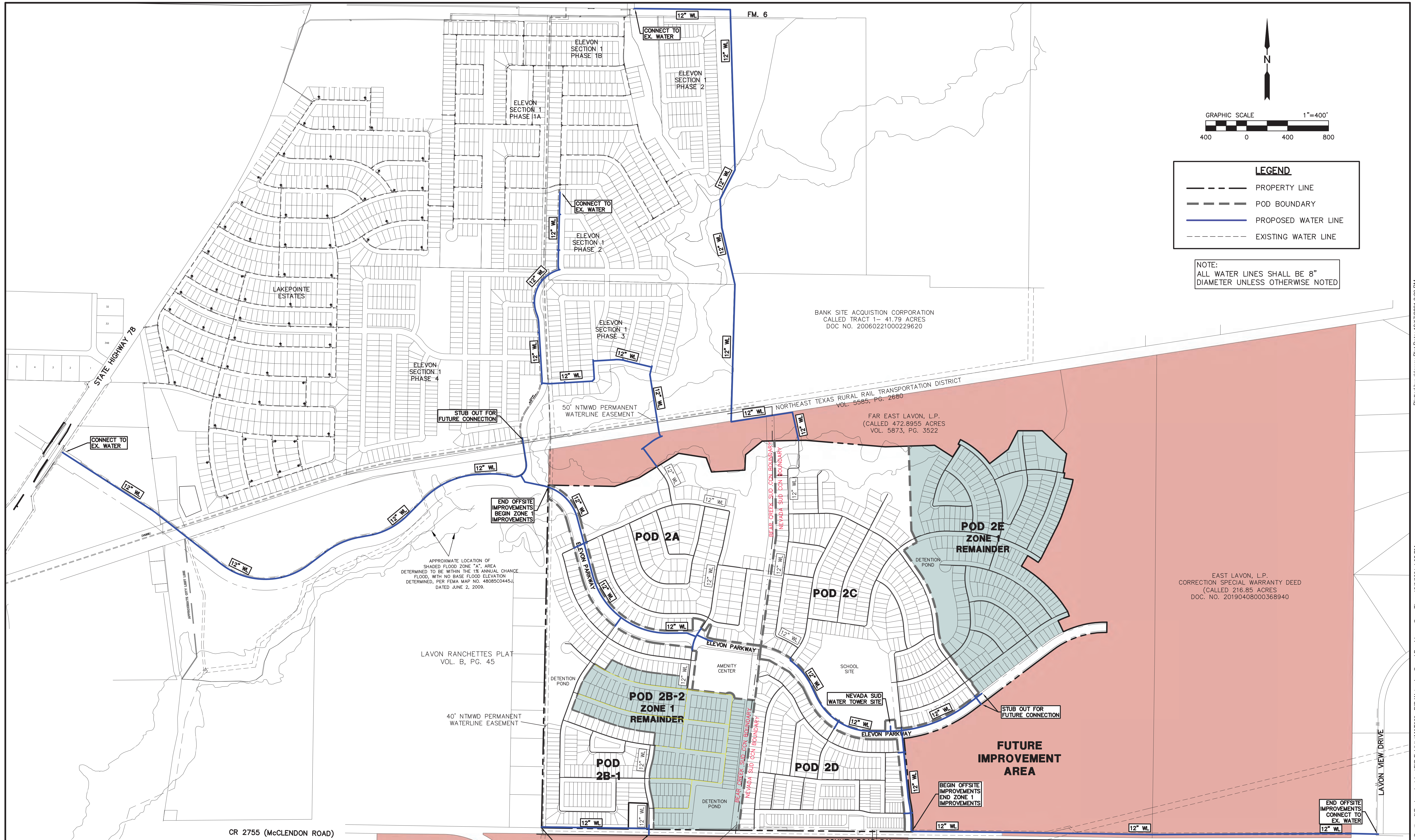
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**LEGEND**

	PROPERTY LINE
	POD BOUNDARY
	PROPOSED WATER LINE
	EXISTING WATER LINE

NOTE:  
ALL WATER LINES SHALL BE 8"  
DIAMETER UNLESS OTHERWISE NOTED



**FUTURE IMPROVEMENT AREA**

PETRO-HUNT, L.L.C.  
(CALLED TRACT ONE-  
80.324 ACRES)  
VOL. 5569, PG. 2651

**FUTURE IMPROVEMENT AREA**

PROPOSED 75' WIDE  
ATMOS GAS EASEMENT

PETRO-HUNT, L.L.C.  
(CALLED TRACT TWO-  
173.739 ACRES)  
VOL. 5569, PG. 2651

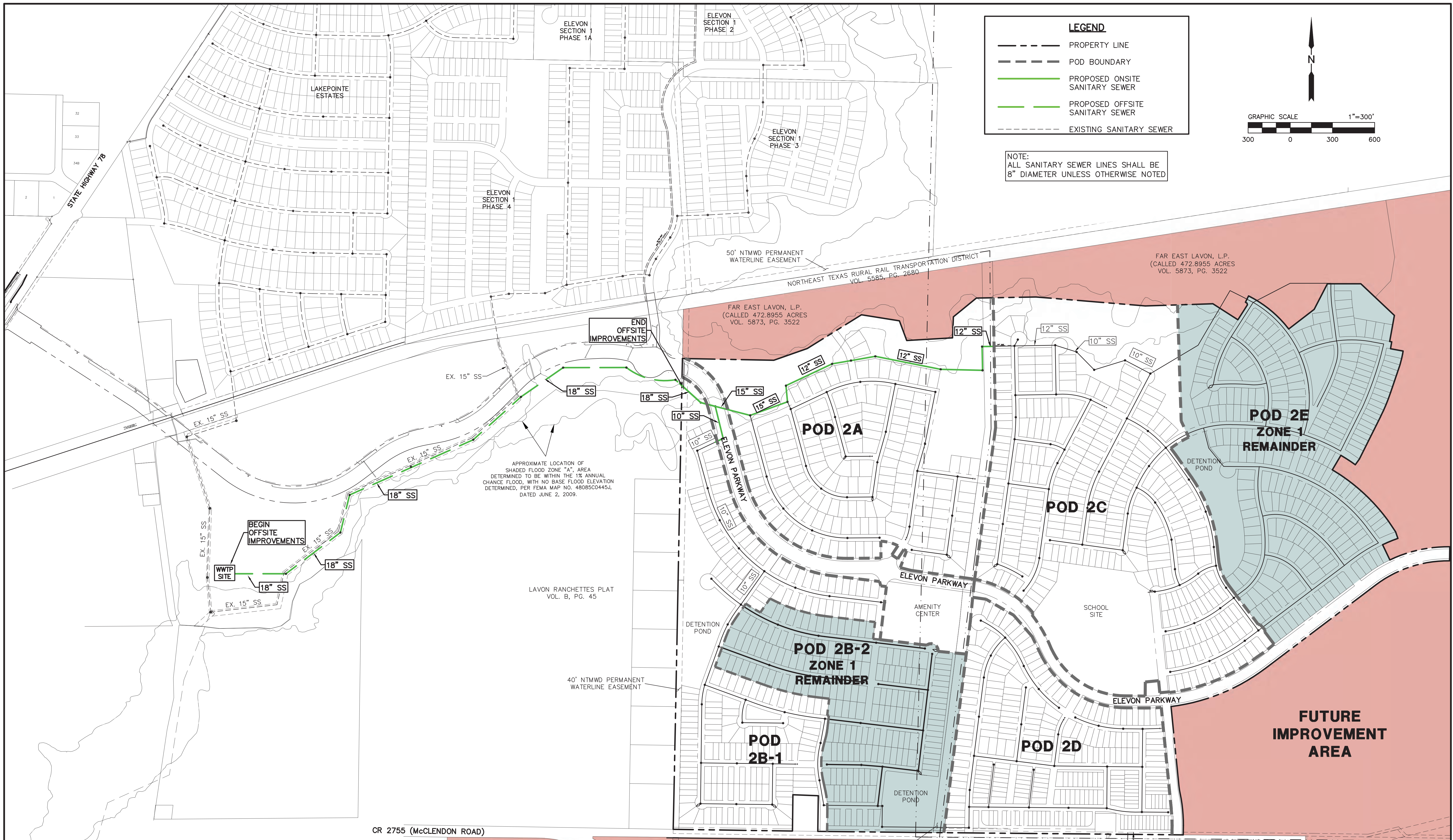
**JBI PARTNERS**

2121 Midway Road  
Suite 300  
Carrollton, Texas 75006  
972.248.7676  
TBPE No. F-438  
TBPLS No. 10076000

<b>EXHIBIT E</b>		PROJECT NO.
<b>MAJOR IMPROVEMENTS WATER</b>		<b>MAT029</b>
<b>ELEVON, SECTION 2 DEVELOPMENT</b>		SHEET NO.
<b>CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS</b>		<b>PD-E</b>

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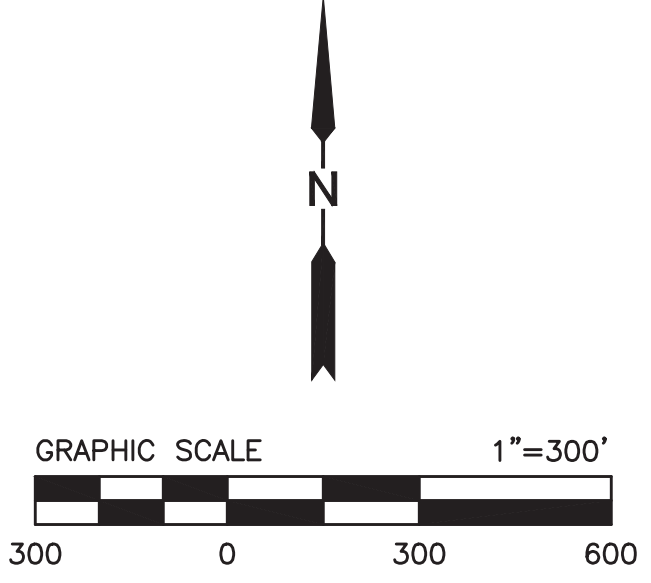




**LEGEND**

- PROPERTY LINE
- - - - - POD BOUNDARY
- PROPOSED ONSITE SANITARY SEWER
- PROPOSED OFFSITE SANITARY SEWER
- - - - - EXISTING SANITARY SEWER

NOTE:  
ALL SANITARY SEWER LINES SHALL BE 8" DIAMETER UNLESS OTHERWISE NOTED



CR 2755 (McLENDON ROAD)

COUNTY ROAD 541

**FUTURE IMPROVEMENT AREA**

PETRO-HUNT, L.L.C.  
(CALLED TRACT ONE-  
80.324 ACRES)  
VOL. 5569, PG. 2651

**FUTURE IMPROVEMENT AREA**

PETRO-HUNT, L.L.C.  
(CALLED TRACT TWO-  
173.739 ACRES)  
VOL. 5569, PG. 2651

PROPOSED 75' WIDE  
ATMOS GAS EASEMENT

**JBI PARTNERS**

2121 Midway Road  
Suite 300  
Carrollton, Texas 75006  
972.248.7676  
TBPE No. F-438  
TBPLS No. 10076000

**EXHIBIT G**

MAJOR IMPROVEMENTS SANITARY SEWER

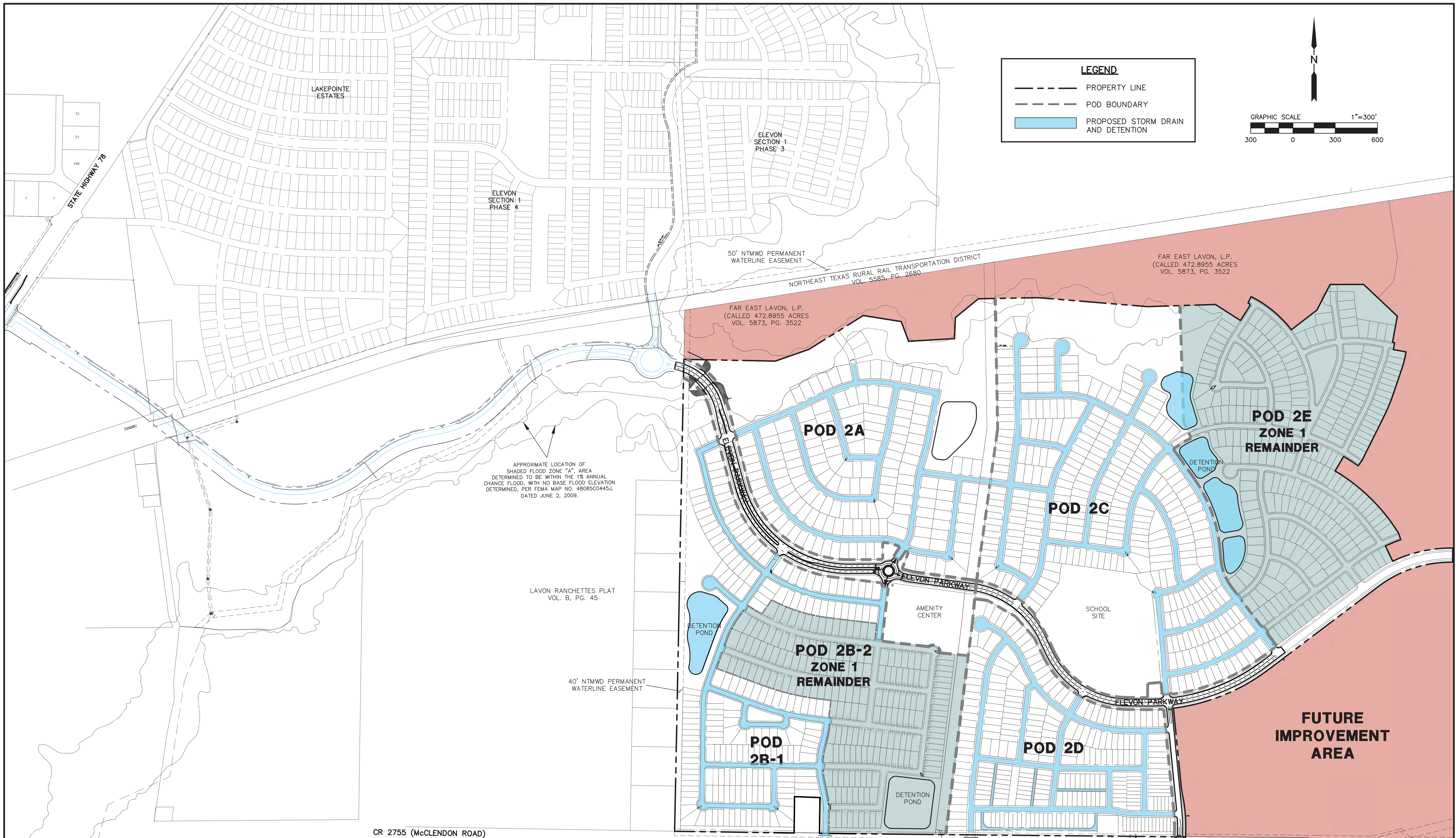
ELEVON, SECTION 2 DEVELOPMENT

CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS

PROJECT NO.  
**MAT029**

SHEET NO.  
**PD-G**

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**LEGEND**

- PROPERTY LINE
- - - - - POD BOUNDARY
- █ PROPOSED STORM DRAIN AND DETENTION

N

GRAPHIC SCALE 1"=300'

300 0 300 600

APPROXIMATE LOCATION OF SHADED FLOOD ZONE "A", AREA DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD, WITH NO BASE FLOOD ELEVATION DETERMINED, PER FEMA MAP NO. 48085C0445J, DATED JUNE 2, 2009.

LAVON RANCHETTES PLAT VOL. B, PG. 45

40' NTMWD PERMANENT WATERLINE EASEMENT

FAR EAST LAVON, L.P. (CALLED 472.8955 ACRES VOL. 5873, PG. 3522)

50' NTMWD PERMANENT WATERLINE EASEMENT  
NORTHEAST TEXAS RURAL RAIL TRANSPORTATION DISTRICT VOL. 5585, PG. 2680

FAR EAST LAVON, L.P. (CALLED 472.8955 ACRES VOL. 5873, PG. 3522)

CR 2755 (McCLENDON ROAD)

COUNTY ROAD 541

**FUTURE IMPROVEMENT AREA**

PETRO-HUNT, L.L.C. (CALLED TRACT ONE- 80.324 ACRES) VOL. 5569, PG. 2651

**FUTURE IMPROVEMENT AREA**

PETRO-HUNT, L.L.C. (CALLED TRACT TWO- 173.739 ACRES) VOL. 5569, PG. 2651

PROPOSED 75' WIDE ATMOS GAS EASEMENT

**JBI PARTNERS**

2121 Midway Road  
Suite 300  
Carrollton, Texas 75006  
972.248.7676  
TBPE No. F-438  
TBPLS No. 10076000

**EXHIBIT H**

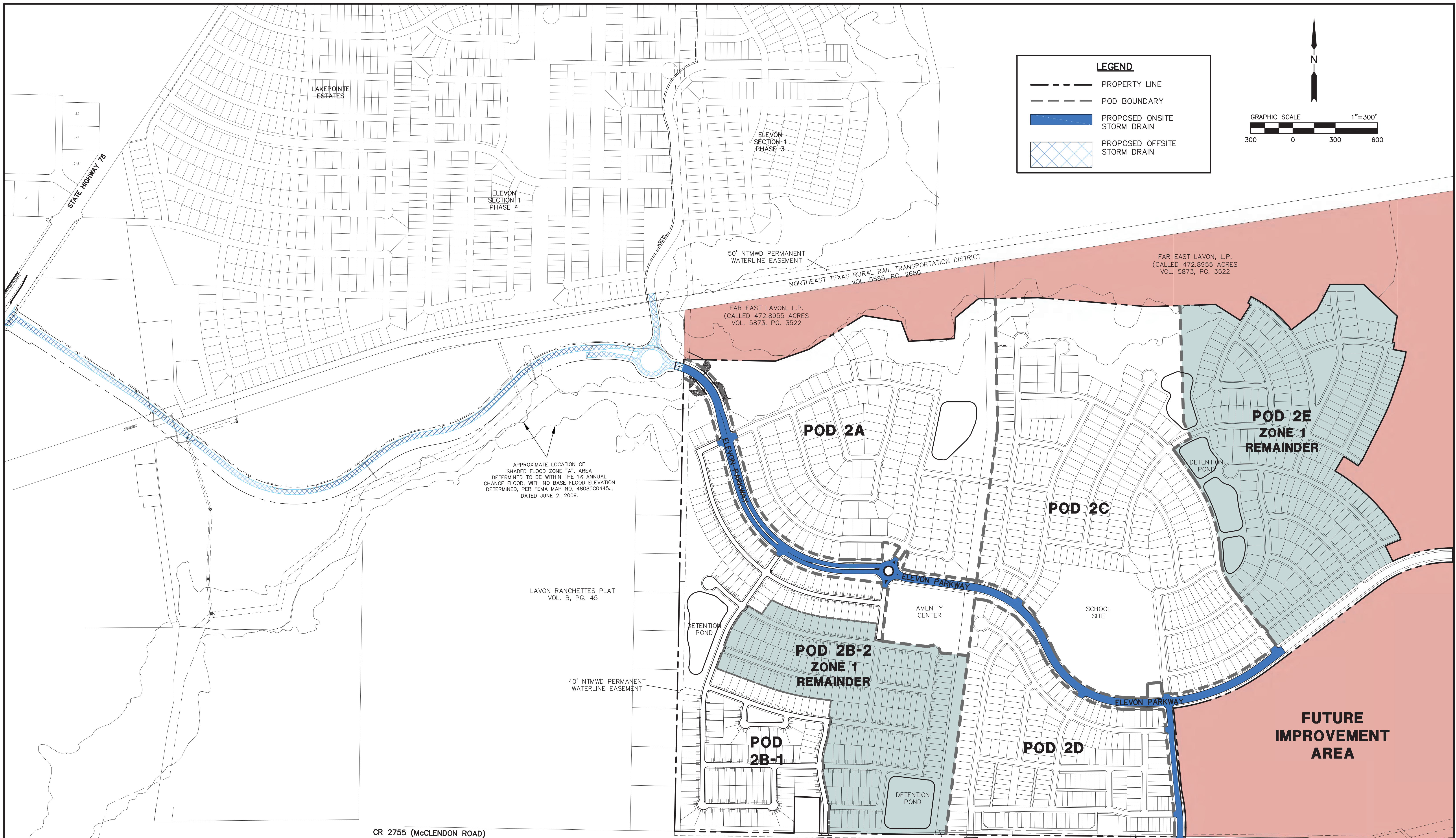
**INTRACT STORM DRAINAGE**

**ELEVON, SECTION 2 DEVELOPMENT**

**CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS**

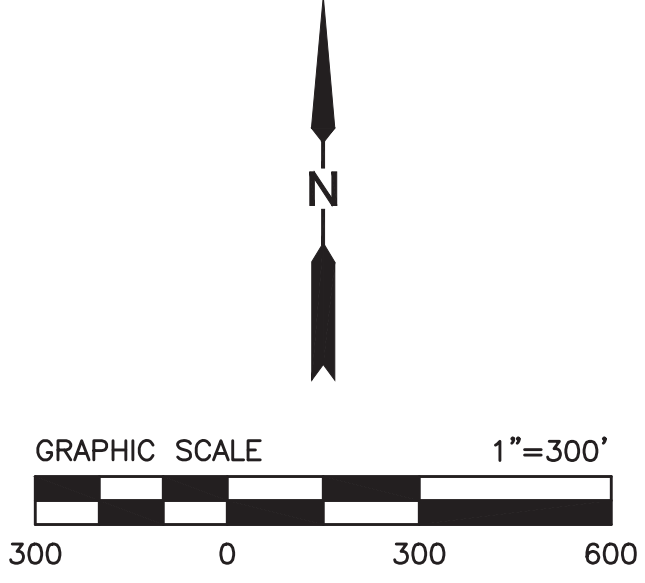
PROJECT NO.	MAT029
SHEET NO.	PD-H

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**LEGEND**

- PROPERTY LINE
- - - - - POD BOUNDARY
- █ PROPOSED ONSITE STORM DRAIN
- ▨ PROPOSED OFFSITE STORM DRAIN



APPROXIMATE LOCATION OF SHADED FLOOD ZONE "A", AREA DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD, WITH NO BASE FLOOD ELEVATION DETERMINED, PER FEMA MAP NO. 48085C0445J, DATED JUNE 2, 2009.

LAVON RANCHETTES PLAT VOL. B, PG. 45

40' NTMWD PERMANENT WATERLINE EASEMENT

**FUTURE IMPROVEMENT AREA**

**FUTURE IMPROVEMENT AREA**

PETRO-HUNT, L.L.C.  
(CALLED TRACT ONE - 80.324 ACRES)  
VOL. 5569, PG. 2651

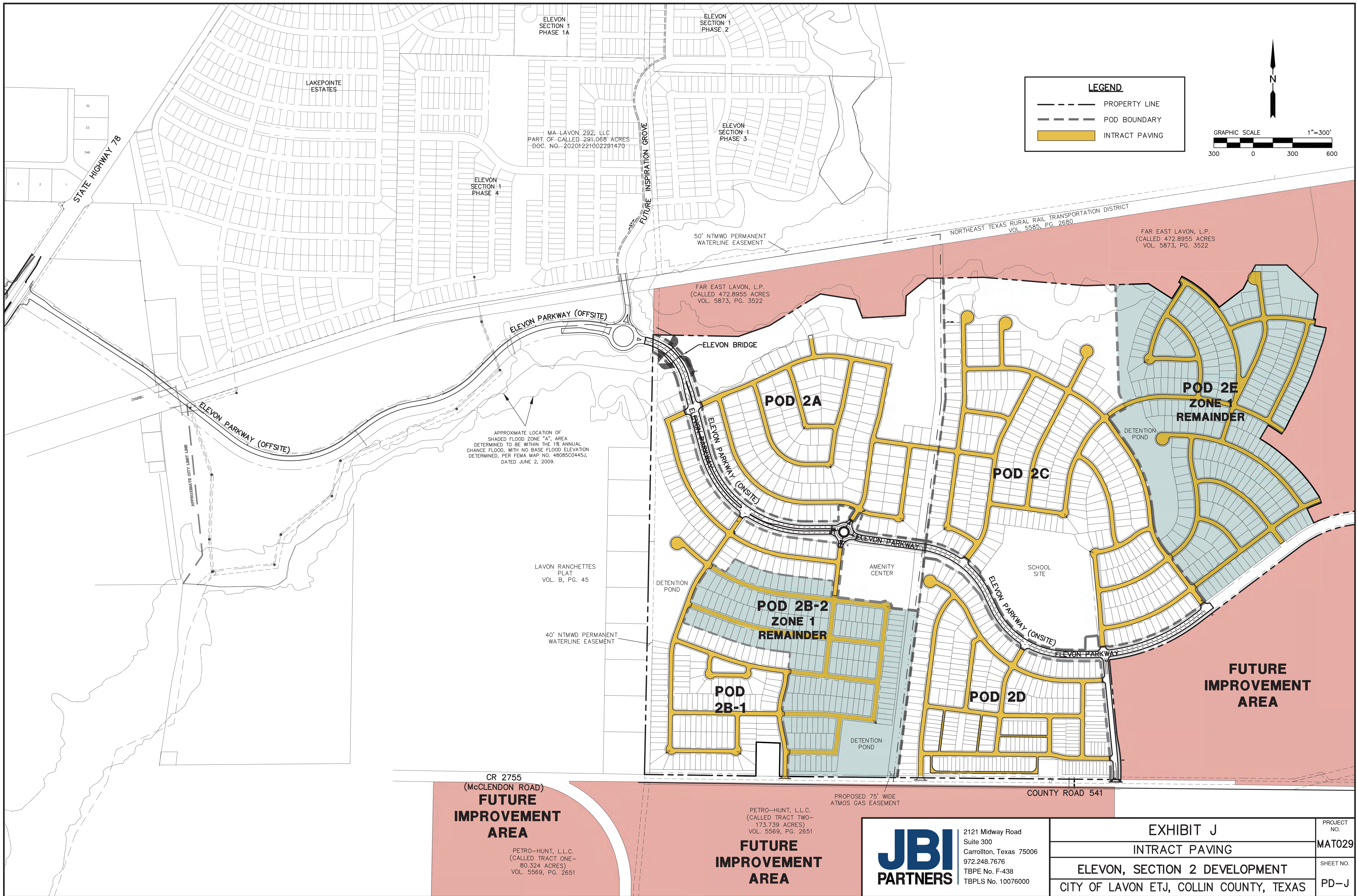
PETRO-HUNT, L.L.C.  
(CALLED TRACT TWO - 173.739 ACRES)  
VOL. 5569, PG. 2651

**JBI PARTNERS**  
2121 Midway Road  
Suite 300  
Carrollton, Texas 75006  
972.248.7676  
TBPE No. F-438  
TBPLS No. 10076000

**EXHIBIT I**  
**MAJOR IMPROVEMENTS STORM DRAINAGE**  
**ELEVON, SECTION 2 DEVELOPMENT**  
**CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS**

PROJECT NO.	MAT029
SHEET NO.	PD-1

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**LEGEND**

- PROPERTY LINE
- POD BOUNDARY
- INTRACT PAVING

N

GRAPHIC SCALE 1"=300'

300 0 300 600

APPROXIMATE LOCATION OF SHADED FLOOD ZONE "A", AREA DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD, WITH NO BASE FLOOD ELEVATION DETERMINED, PER FEMA MAP NO. 48085C0445J, DATED JUNE 2, 2009.

CR 2755 (McCLENDON ROAD) FUTURE IMPROVEMENT AREA

PETRO-HUNT, L.L.C. (CALLED TRACT ONE- 80.324 ACRES) VOL. 5569, PG. 2651

PETRO-HUNT, L.L.C. (CALLED TRACT TWO- 173.739 ACRES) VOL. 5569, PG. 2651

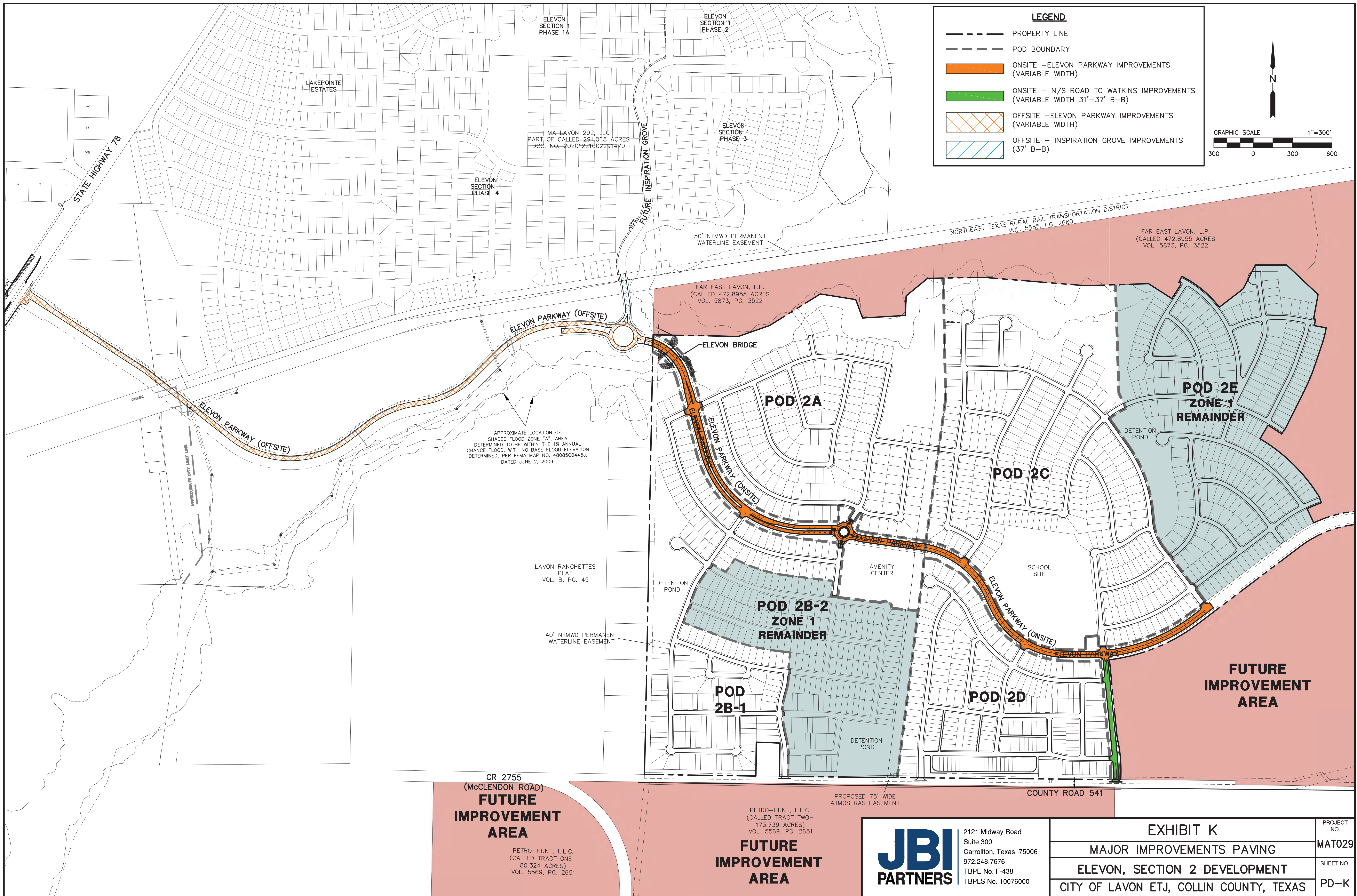
FUTURE IMPROVEMENT AREA

**JBI PARTNERS**

2121 Midway Road  
Suite 300  
Carrollton, Texas 75006  
972.248.7676  
TBPE No. F-438  
TBPLS No. 10076000

<b>EXHIBIT J</b>		PROJECT NO.
INTRACT PAVING		<b>MAT029</b>
ELEVON, SECTION 2 DEVELOPMENT		SHEET NO.
CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS		<b>PD-J</b>

Drawing: H:\Projects\MAT029-Elevon Section 2\Engineering\dwg\PID Exhibits\MAT029 - PID Paving.dwg Saved By: cdevey Save Time: 12/3/2021 8:11 AM Plotted by: cdevey Plot Date: 12/17/2021 3:43 PM



**LEGEND**

- PROPERTY LINE
- - - - - POD BOUNDARY
- ONSITE - ELEVON PARKWAY IMPROVEMENTS (VARIABLE WIDTH)
- ONSITE - N/S ROAD TO WATKINS IMPROVEMENTS (VARIABLE WIDTH 31'-37' B-B)
- OFFSITE - ELEVON PARKWAY IMPROVEMENTS (VARIABLE WIDTH)
- OFFSITE - INSPIRATION GROVE IMPROVEMENTS (37' B-B)

N

GRAPHIC SCALE 1"=300'

300 0 300 600

APPROXIMATE LOCATION OF SHADED FLOOD ZONE "A", AREA DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD, WITH NO BASE FLOOD ELEVATION DETERMINED, PER FEMA MAP NO. 48085C0445J, DATED JUNE 2, 2009.

CR 2755 (McCLENDON ROAD) FUTURE IMPROVEMENT AREA

PETRO-HUNT, L.L.C. (CALLED TRACT ONE- 80.324 ACRES) VOL. 5569, PG. 2651

PETRO-HUNT, L.L.C. (CALLED TRACT TWO- 173.739 ACRES) VOL. 5569, PG. 2651

FUTURE IMPROVEMENT AREA

**JBI PARTNERS**

2121 Midway Road  
Suite 300  
Carrollton, Texas 75006  
972.248.7676  
TBPE No. F-438  
TBPLS No. 10076000

**EXHIBIT K**

MAJOR IMPROVEMENTS PAVING

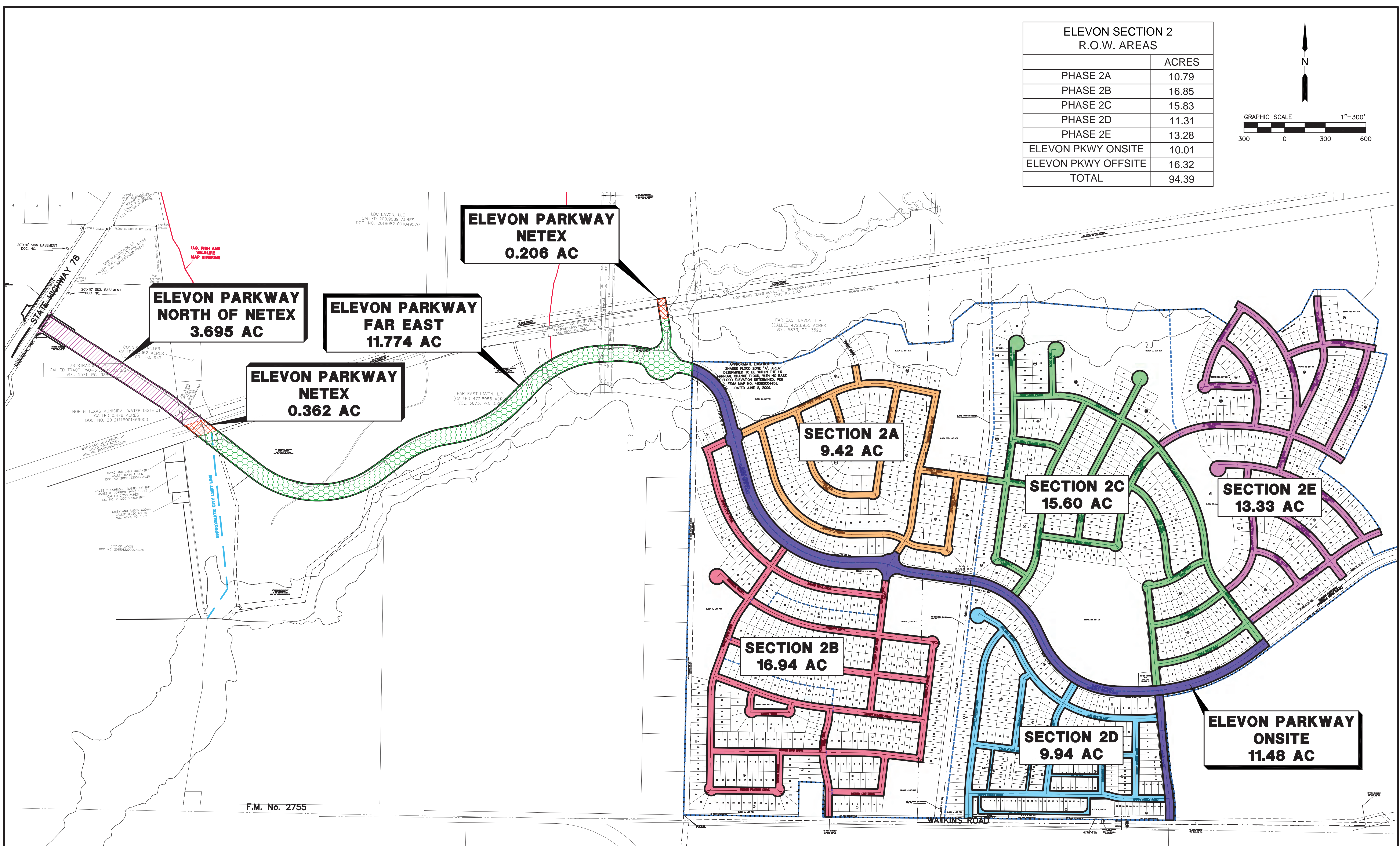
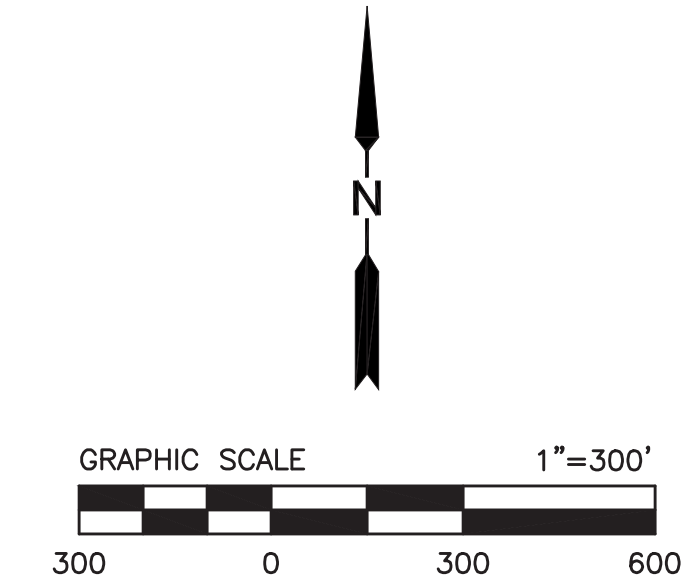
ELEVON, SECTION 2 DEVELOPMENT

CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS

PROJECT NO.	MAT029
SHEET NO.	PD-K

Drawing: H:\Projects\MAT029-Elevon Section 2\Engineering\dwg\PID Exhibits\MAT029 - PID Paving.dwg Saved By: cdevey Save Time: 12/3/2021 8:11 AM Plotted by: cdevey Plot Date: 12/17/2021 3:44 PM

ELEVON SECTION 2 R.O.W. AREAS	
	ACRES
PHASE 2A	10.79
PHASE 2B	16.85
PHASE 2C	15.83
PHASE 2D	11.31
PHASE 2E	13.28
ELEVON PKWY ONSITE	10.01
ELEVON PKWY OFFSITE	16.32
<b>TOTAL</b>	<b>94.39</b>



	2121 Midway Road Suite 300 Carrollton, Texas 75006 972.248.7676 TBPE No. F-438 TBPLS No. 10076000	EXHIBIT L	PROJECT NO.
		R.O.W. AREAS EXHIBIT	MAT029
		ELEVON SECTION 2	SHEET NO.
		City of Lavon, Collin County, TX	PD-L

Plotted by: ddewey Plot Date: 12/17/2021 3:45 PM  
 Drawing: H:\Projects\MAT029-Elevon Section 2\Engineering\dwg\FID Exhibits\MAT029-FOW Areas.dwg Saved By: ddewey Save Time: 10/14/2021 1:52 PM

**EXHIBIT M - SCHEDULE  
Elevon PID**

		Dec-21					Jan-22				Feb-22				Mar-22					Apr-22				May-22					Jun-22						
Cumulative Weeks		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32		
Task																																			
1	Major Improvements (MI) Bidding and Contract Award	Orange	Orange	Orange	Orange	Orange																													
2	MI Erosion Control Install					Blue	Blue																												
3	MI Earthwork							Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange																		
4	MI Wet Utilities															Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue
5	MI Bridge															Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange
6	MI Paving																																		
7	MI Franchise																																		
8	MI Final Acceptance																																		
9	MI Screening Walls																																		
10	MI Landscape - Irrigation																																		
11	Pod Erosion Control Install																Green																		
12	Pod Earthwork																Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow				
13	Pod Wet Utilities																															Green	Green	Green	Green
14	Pod Paving																																		
15	Pod Franchise																																		
16	Pod Final Acceptance																																		

**Elevon Section 2 Schedule**

		Jul-22				Aug-22					Sep-22				Oct-22				Nov-22					Dec-22				Jan-23					
Cumulative Weeks		33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	
Task																																	
1	Major Improvements (MI) Bidding and Contract Award																																
2	MI Erosion Control Install																																
3	MI Earthwork																																
4	MI Wet Utilities	Blue																															
5	MI Bridge	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange																			
6	MI Paving		Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue																			
7	MI Franchise														Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange						
8	MI Final Acceptance																							Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	
9	MI Screening Walls																							Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	
10	MI Landscape - Irrigation																							Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	
11	Pod Erosion Control Install														Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange					
12	Pod Earthwork														Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange	Orange					
13	Pod Wet Utilities	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green															
14	Pod Paving															Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow					
15	Pod Franchise																													Green	Green	Green	Green
16	Pod Final Acceptance																																Yellow



January 4, 2022

Mr. Allen Jones, Principal  
MA Partners, LLC  
15443 Knoll Trail Drive, Suite 130  
Dallas, TX 75248

**RE: School Site Improvement Cost**

Dear Mr. Jones:

The school site within Elevon Section 2 is bounded by Elevon Parkway and Noble Grove Drive. The roadway, drainage, water, and sewer improvements to serve the school site are required to serve Pods 2C, 2D, and 2E, so no additional major infrastructure will be required. The cost associated with the School Site are the following:

Drainage Improvements – Upsize drainage pipe for 550 linear feet in Harvest Heights Drive from 42” to 48” and provide drop inlet to pick up drainage prior to development. Estimated Cost: \$20,625.00

Paving Improvements – Noble Grove was upgraded from a 31’ wide roadway to a 37’ wide roadway to allow for parking and queuing for the school. Improvement requirements are an additional 6’ in pavement and subgrade improvements. Estimate Cost: \$22,431.55.

Total cost of additional improvements to serve the School Site are estimated to be \$43,056.55.

If you have any questions regarding this information, please contact me at (972) 738-0243.

Regards,

A handwritten signature in blue ink, appearing to read "Daniel Dewey".

Daniel Dewey, PE  
VP/Partner  
JBI Partners

## APPENDIX B – SOURCES AND USES OF FUNDS IN IMPROVEMENT AREA #1 BY POD

	Improvement Area #1 Total	POD 2A	POD 2B-1	POD 2C	POD 2D
Zone 1 Remainder Area Bond Par	\$ -	\$ -	\$ -	\$ -	\$ -
Improvement Area #1 Bond Par <sup>1</sup> (67.84%)	21,184,748	5,087,327	4,172,171	7,216,656	4,708,593
Improvement Area #1 Bond Original Issue Discount (67.84%)	(196,330)	(47,147)	(38,666)	(66,880)	(43,637)
Improvement Area #1 Reimbursement Obligation <sup>4</sup>	10,104,000	2,426,385	1,989,904	3,441,962	2,245,749
Owner or Homebuilder Participation - Offsite Improvements <sup>2</sup>	-	-	-	-	-
Owner or Homebuilder Participation - Private Improvements <sup>2</sup>	4,631,803	1,112,286	912,198	1,577,839	1,029,480
Owner or Homebuilder Participation <sup>3</sup>	14,479,075	3,477,020	2,851,541	4,932,346	3,218,168
<b>Total Sources</b>	<b>\$ 50,399,625</b>	<b>\$ 12,103,017</b>	<b>\$ 9,925,814</b>	<b>\$ 17,168,803</b>	<b>\$ 11,201,990</b>
<b>Uses of Funds</b>					
Zone 1 Improvements	\$ 7,609,652	\$ 1,827,390	\$ 1,498,662	\$ 2,592,254	\$ 1,691,347
Improvement Area #1 Improvements	29,254,917	7,025,306	5,761,528	9,965,787	6,502,296
Offsite Improvements	5,512,724	1,323,831	1,085,688	1,877,928	1,225,277
Private Improvements	4,631,803	1,112,286	912,198	1,577,839	1,029,480
	<b>\$ 47,009,097</b>	<b>\$ 11,288,812</b>	<b>\$ 9,258,076</b>	<b>\$ 16,013,808</b>	<b>\$ 10,448,400</b>
<i>Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 1,290,502	\$ 309,903	\$ 254,154	\$ 439,614	\$ 286,831
Capitalized Interest	494,421	118,731	97,372	168,426	109,892
Underwriter's Discount	635,542	152,620	125,165	216,500	141,258
Costs of Issuance	925,063	222,146	182,184	315,126	205,608
	<b>\$ 3,345,528</b>	<b>\$ 803,399</b>	<b>\$ 658,876</b>	<b>\$ 1,139,666</b>	<b>\$ 743,588</b>
<i>Other Costs</i>					
Deposit to Administrative Fund	\$ 45,000	\$ 10,806	\$ 8,862	\$ 15,329	\$ 10,002
	<b>\$ 45,000</b>	<b>\$ 10,806</b>	<b>\$ 8,862</b>	<b>\$ 15,329</b>	<b>\$ 10,002</b>
<b>Total Uses</b>	<b>\$ 50,399,625</b>	<b>\$ 12,103,017</b>	<b>\$ 9,925,814</b>	<b>\$ 17,168,803</b>	<b>\$ 11,201,990</b>
<b>Bond Proceeds (Bond Par minus bond issuance costs)</b>	<b>\$ 17,794,219</b>	<b>\$ 4,225,975</b>	<b>\$ 3,465,767</b>	<b>\$ 5,994,781</b>	<b>\$ 3,911,366</b>
<b>Homebuilder's Direct Costs less Bond Proceeds</b>	<b>\$ 25,518,527</b>	<b>\$ 3,344,803</b>	<b>\$ 4,563,699</b>	<b>\$ 5,981,833</b>	<b>\$ 3,532,247</b>
Developer's Zone Improvements	\$ 19,574,587.00				
Zone 1- 32.16% allocation of IA#1 Bond Proceeds (32.16%)	8,443,575.05				
Zone 1- 100% allocation of Zone 1 Bond Proceeds (100%)	6,221,210.00				
<b>Remainder to be covered by Developer</b>	<b>\$ 4,909,801.95</b>				

**Notes:**

<sup>1</sup> Improvement Area #1 Bond preliminary sizing based on an estimated appraised value of \$1,400 per front foot per Lot. Any future increase in the Improvement Area #1 Bond par resulting from value adjustments in appraisal will become restricted funds, per the terms of the Development Agreement.

<sup>2</sup> Not reimbursable to Owner through Assessments.

<sup>3</sup> Not reimbursable to Owner through Assessments. To be financed through TIRZ No. 2.

<sup>4</sup> Generates no construction revenues. To be reimbursed to the Developer when construction is completed and after Assessments have begun to be collected.

## **APPENDIX C-1 – ZONE 1 REMAINDER AREA INITIAL PARCEL BUYER DISCLOSURE**

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**ZONE 1 REMAINDER AREA INITIAL PARCEL PRINCIPAL ASSESSMENT:  
\$8,046,000**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevo Public Improvement District*** (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 REMAINDER AREA INITIAL PARCEL

Due 1/31	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Annual Collection Costs	Total Annual Installment
2022	\$ -	\$ 204,700	\$ (204,700)	\$ -	\$ -	\$ -	\$ -
2023	\$ -	\$ 350,914	\$ (350,914)	\$ 40,230	\$ -	\$ 30,600	\$ 70,830
2024	\$ 144,000	\$ 350,914	\$ -	\$ 40,230	\$ -	\$ 31,212	\$ 566,356
2025	\$ 150,000	\$ 345,514	\$ -	\$ 39,510	\$ -	\$ 31,836	\$ 566,860
2026	\$ 155,000	\$ 339,889	\$ -	\$ 38,760	\$ -	\$ 32,473	\$ 566,122
2027	\$ 161,000	\$ 334,076	\$ -	\$ 37,985	\$ -	\$ 33,122	\$ 566,184
2028	\$ 167,000	\$ 328,039	\$ -	\$ 37,180	\$ -	\$ 33,785	\$ 566,004
2029	\$ 174,000	\$ 321,150	\$ -	\$ 36,345	\$ -	\$ 34,461	\$ 565,956
2030	\$ 182,000	\$ 313,973	\$ -	\$ 35,475	\$ -	\$ 35,150	\$ 566,597
2031	\$ 189,000	\$ 306,465	\$ -	\$ 34,565	\$ -	\$ 35,853	\$ 565,883
2032	\$ 198,000	\$ 298,669	\$ -	\$ 33,620	\$ -	\$ 36,570	\$ 566,859
2033	\$ 206,000	\$ 290,501	\$ -	\$ 32,630	\$ -	\$ 37,301	\$ 566,432
2034	\$ 215,000	\$ 281,489	\$ -	\$ 31,600	\$ -	\$ 38,047	\$ 566,136
2035	\$ 225,000	\$ 272,083	\$ -	\$ 30,525	\$ -	\$ 38,808	\$ 566,416
2036	\$ 235,000	\$ 262,239	\$ -	\$ 29,400	\$ -	\$ 39,584	\$ 566,223
2037	\$ 246,000	\$ 251,958	\$ -	\$ 28,225	\$ -	\$ 40,376	\$ 566,559
2038	\$ 257,000	\$ 241,195	\$ -	\$ 26,995	\$ -	\$ 41,184	\$ 566,374
2039	\$ 269,000	\$ 229,951	\$ -	\$ 25,710	\$ -	\$ 42,007	\$ 566,668
2040	\$ 281,000	\$ 218,183	\$ -	\$ 24,365	\$ -	\$ 42,847	\$ 566,395
2041	\$ 294,000	\$ 205,889	\$ -	\$ 22,960	\$ -	\$ 43,704	\$ 566,553
2042	\$ 307,000	\$ 193,026	\$ -	\$ 21,490	\$ -	\$ 44,578	\$ 566,095
2043	\$ 321,000	\$ 179,595	\$ -	\$ 19,955	\$ -	\$ 45,470	\$ 566,020
2044	\$ 336,000	\$ 165,150	\$ -	\$ 18,350	\$ -	\$ 46,379	\$ 565,879
2045	\$ 352,000	\$ 150,030	\$ -	\$ 16,670	\$ -	\$ 47,307	\$ 566,007
2046	\$ 369,000	\$ 134,190	\$ -	\$ 14,910	\$ -	\$ 48,253	\$ 566,353
2047	\$ 387,000	\$ 117,585	\$ -	\$ 13,065	\$ -	\$ 49,218	\$ 566,868
2048	\$ 405,000	\$ 100,170	\$ -	\$ 11,130	\$ -	\$ 50,203	\$ 566,503
2049	\$ 424,000	\$ 81,945	\$ -	\$ 9,105	\$ -	\$ 51,207	\$ 566,257
2050	\$ 444,000	\$ 62,865	\$ -	\$ 6,985	\$ -	\$ 52,231	\$ 566,081
2051	\$ 465,000	\$ 42,885	\$ -	\$ 4,765	\$ -	\$ 53,275	\$ 565,925
2052	\$ 488,000	\$ 21,960	\$ -	\$ 2,440	\$ (509,960)	\$ 54,341	\$ 56,781
<b>Total</b>	<b>\$ 8,046,000</b>	<b>\$ 6,997,188</b>	<b>\$ (555,613)</b>	<b>\$ 765,175</b>	<b>\$ (509,960)</b>	<b>\$ 1,241,383</b>	<b>\$ 15,984,173</b>

<sup>1</sup> Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

*Note: 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.*

## APPENDIX C-2 – POD 2A 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 RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$9,925,749**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - POD 2A

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 175,024	\$ (175,024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 111,425	\$ 300,041	\$ -	\$ 37,497	\$ -	\$ -	\$ 168,270	\$ 11,022	\$ 628,256
2024	\$ 134,239	\$ 296,141	\$ -	\$ 36,940	\$ -	\$ 42,985	\$ 106,276	\$ 11,243	\$ 627,824
2025	\$ 139,522	\$ 291,443	\$ -	\$ 36,268	\$ -	\$ 44,906	\$ 104,393	\$ 11,468	\$ 628,000
2026	\$ 144,805	\$ 286,560	\$ -	\$ 35,571	\$ -	\$ 47,068	\$ 102,426	\$ 11,697	\$ 628,126
2027	\$ 150,328	\$ 281,492	\$ -	\$ 34,847	\$ -	\$ 48,989	\$ 100,364	\$ 11,931	\$ 627,951
2028	\$ 156,092	\$ 276,230	\$ -	\$ 34,095	\$ -	\$ 51,150	\$ 98,219	\$ 12,170	\$ 627,955
2029	\$ 162,816	\$ 270,181	\$ -	\$ 33,315	\$ -	\$ 53,311	\$ 95,978	\$ 12,413	\$ 628,015
2030	\$ 169,540	\$ 263,872	\$ -	\$ 32,501	\$ -	\$ 55,713	\$ 93,643	\$ 12,661	\$ 627,930
2031	\$ 176,744	\$ 257,303	\$ -	\$ 31,653	\$ -	\$ 58,114	\$ 91,203	\$ 12,915	\$ 627,931
2032	\$ 184,188	\$ 250,454	\$ -	\$ 30,769	\$ -	\$ 60,756	\$ 88,658	\$ 13,173	\$ 627,998
2033	\$ 192,113	\$ 243,317	\$ -	\$ 29,848	\$ -	\$ 63,397	\$ 85,997	\$ 13,436	\$ 628,108
2034	\$ 200,518	\$ 235,632	\$ -	\$ 28,888	\$ -	\$ 66,279	\$ 83,220	\$ 13,705	\$ 628,241
2035	\$ 209,163	\$ 227,611	\$ -	\$ 27,885	\$ -	\$ 69,161	\$ 80,317	\$ 13,979	\$ 628,116
2036	\$ 218,288	\$ 219,245	\$ -	\$ 26,839	\$ -	\$ 72,042	\$ 77,288	\$ 14,259	\$ 627,961
2037	\$ 227,894	\$ 210,513	\$ -	\$ 25,748	\$ -	\$ 75,164	\$ 74,132	\$ 14,544	\$ 627,995
2038	\$ 237,740	\$ 201,398	\$ -	\$ 24,608	\$ -	\$ 78,526	\$ 70,840	\$ 14,835	\$ 627,946
2039	\$ 248,306	\$ 191,888	\$ -	\$ 23,420	\$ -	\$ 81,888	\$ 67,400	\$ 15,131	\$ 628,034
2040	\$ 259,112	\$ 181,956	\$ -	\$ 22,178	\$ -	\$ 85,490	\$ 63,814	\$ 15,434	\$ 627,984
2041	\$ 270,399	\$ 171,591	\$ -	\$ 20,883	\$ -	\$ 89,332	\$ 60,069	\$ 15,743	\$ 628,017
2042	\$ 282,166	\$ 160,775	\$ -	\$ 19,531	\$ -	\$ 93,175	\$ 56,157	\$ 16,058	\$ 627,861
2043	\$ 294,653	\$ 149,489	\$ -	\$ 18,120	\$ -	\$ 97,257	\$ 52,075	\$ 16,379	\$ 627,973
2044	\$ 307,861	\$ 137,334	\$ -	\$ 16,647	\$ -	\$ 101,580	\$ 47,816	\$ 16,706	\$ 627,943
2045	\$ 321,789	\$ 124,635	\$ -	\$ 15,107	\$ -	\$ 105,902	\$ 43,366	\$ 17,041	\$ 627,840
2046	\$ 336,438	\$ 111,361	\$ -	\$ 13,498	\$ -	\$ 110,705	\$ 38,728	\$ 17,381	\$ 628,111
2047	\$ 351,566	\$ 97,483	\$ -	\$ 11,816	\$ -	\$ 115,508	\$ 33,879	\$ 17,729	\$ 627,982
2048	\$ 367,416	\$ 82,981	\$ -	\$ 10,058	\$ -	\$ 120,551	\$ 28,820	\$ 18,084	\$ 627,909
2049	\$ 384,226	\$ 67,825	\$ -	\$ 8,221	\$ -	\$ 125,834	\$ 23,540	\$ 18,445	\$ 628,091
2050	\$ 401,516	\$ 51,976	\$ -	\$ 6,300	\$ -	\$ 131,357	\$ 18,028	\$ 18,814	\$ 627,991
2051	\$ 419,767	\$ 35,413	\$ -	\$ 4,293	\$ -	\$ 137,121	\$ 12,275	\$ 19,190	\$ 628,058
2052	\$ 438,738	\$ 18,098	\$ -	\$ 2,194	\$ (456,836)	\$ 143,124	\$ 6,269	\$ 19,574	\$ 171,161
<b>Total</b>	<b>\$ 7,499,364</b>	<b>\$ 5,869,263</b>	<b>\$ (175,024)</b>	<b>\$ 699,538</b>	<b>\$ (456,836)</b>	<b>\$ 2,426,385</b>	<b>\$ 2,073,459</b>	<b>\$ 447,161</b>	<b>\$ 18,383,309</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## APPENDIX C-3 – POD 2B-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 RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$8,140,213**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Eleven Public Improvement District* (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - POD 2B-1

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 143,539	\$ (143,539)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 91,381	\$ 246,067	\$ -	\$ 30,752	\$ -	\$ -	\$ 138,000	\$ 9,040	\$ 515,239
2024	\$ 110,091	\$ 242,869	\$ -	\$ 30,295	\$ -	\$ 35,253	\$ 87,158	\$ 9,220	\$ 514,885
2025	\$ 114,423	\$ 239,015	\$ -	\$ 29,744	\$ -	\$ 36,828	\$ 85,614	\$ 9,405	\$ 515,030
2026	\$ 118,756	\$ 235,011	\$ -	\$ 29,172	\$ -	\$ 38,601	\$ 84,001	\$ 9,593	\$ 515,133
2027	\$ 123,286	\$ 230,854	\$ -	\$ 28,578	\$ -	\$ 40,176	\$ 82,310	\$ 9,785	\$ 514,989
2028	\$ 128,012	\$ 226,539	\$ -	\$ 27,962	\$ -	\$ 41,949	\$ 80,550	\$ 9,981	\$ 514,993
2029	\$ 133,527	\$ 221,579	\$ -	\$ 27,322	\$ -	\$ 43,721	\$ 78,713	\$ 10,180	\$ 515,041
2030	\$ 139,041	\$ 216,405	\$ -	\$ 26,654	\$ -	\$ 45,691	\$ 76,798	\$ 10,384	\$ 514,972
2031	\$ 144,949	\$ 211,017	\$ -	\$ 25,959	\$ -	\$ 47,660	\$ 74,797	\$ 10,591	\$ 514,973
2032	\$ 151,055	\$ 205,400	\$ -	\$ 25,234	\$ -	\$ 49,826	\$ 72,709	\$ 10,803	\$ 515,028
2033	\$ 157,554	\$ 199,547	\$ -	\$ 24,479	\$ -	\$ 51,993	\$ 70,527	\$ 11,019	\$ 515,118
2034	\$ 164,447	\$ 193,244	\$ -	\$ 23,691	\$ -	\$ 54,356	\$ 68,249	\$ 11,240	\$ 515,227
2035	\$ 171,537	\$ 186,667	\$ -	\$ 22,869	\$ -	\$ 56,719	\$ 65,869	\$ 11,464	\$ 515,125
2036	\$ 179,020	\$ 179,805	\$ -	\$ 22,011	\$ -	\$ 59,083	\$ 63,384	\$ 11,694	\$ 514,998
2037	\$ 186,898	\$ 172,644	\$ -	\$ 21,116	\$ -	\$ 61,643	\$ 60,797	\$ 11,928	\$ 515,026
2038	\$ 194,973	\$ 165,168	\$ -	\$ 20,182	\$ -	\$ 64,400	\$ 58,097	\$ 12,166	\$ 514,986
2039	\$ 203,638	\$ 157,369	\$ -	\$ 19,207	\$ -	\$ 67,157	\$ 55,276	\$ 12,409	\$ 515,057
2040	\$ 212,501	\$ 149,224	\$ -	\$ 18,189	\$ -	\$ 70,111	\$ 52,334	\$ 12,658	\$ 515,017
2041	\$ 221,757	\$ 140,724	\$ -	\$ 17,126	\$ -	\$ 73,263	\$ 49,263	\$ 12,911	\$ 515,044
2042	\$ 231,407	\$ 131,854	\$ -	\$ 16,017	\$ -	\$ 76,414	\$ 46,055	\$ 13,169	\$ 514,915
2043	\$ 241,648	\$ 122,597	\$ -	\$ 14,860	\$ -	\$ 79,762	\$ 42,708	\$ 13,432	\$ 515,007
2044	\$ 252,480	\$ 112,629	\$ -	\$ 13,652	\$ -	\$ 83,307	\$ 39,214	\$ 13,701	\$ 514,983
2045	\$ 263,903	\$ 102,214	\$ -	\$ 12,390	\$ -	\$ 86,852	\$ 35,565	\$ 13,975	\$ 514,899
2046	\$ 275,916	\$ 91,329	\$ -	\$ 11,070	\$ -	\$ 90,790	\$ 31,761	\$ 14,255	\$ 515,121
2047	\$ 288,323	\$ 79,947	\$ -	\$ 9,691	\$ -	\$ 94,729	\$ 27,785	\$ 14,540	\$ 515,014
2048	\$ 301,322	\$ 68,054	\$ -	\$ 8,249	\$ -	\$ 98,865	\$ 23,635	\$ 14,831	\$ 514,955
2049	\$ 315,108	\$ 55,624	\$ -	\$ 6,742	\$ -	\$ 103,198	\$ 19,305	\$ 15,127	\$ 515,104
2050	\$ 329,287	\$ 42,626	\$ -	\$ 5,167	\$ -	\$ 107,727	\$ 14,785	\$ 15,430	\$ 515,022
2051	\$ 344,255	\$ 29,043	\$ -	\$ 3,520	\$ -	\$ 112,454	\$ 10,067	\$ 15,738	\$ 515,077
2052	\$ 359,813	\$ 14,842	\$ -	\$ 1,799	\$ (374,656)	\$ 117,378	\$ 5,141	\$ 16,053	\$ 140,371
<b>Total</b>	<b>\$ 6,150,309</b>	<b>\$ 4,813,445</b>	<b>\$ (143,539)</b>	<b>\$ 573,699</b>	<b>\$ (374,656)</b>	<b>\$ 1,989,904</b>	<b>\$ 1,700,466</b>	<b>\$ 366,721</b>	<b>\$ 15,076,349</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## APPENDIX C-4 – POD 2C 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 RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$14,080,227**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - POD 2C

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 248,281	\$ (248,281)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 158,063	\$ 425,625	\$ -	\$ 53,191	\$ -	\$ -	\$ 238,700	\$ 15,636	\$ 891,216
2024	\$ 190,425	\$ 420,093	\$ -	\$ 52,401	\$ -	\$ 60,977	\$ 150,758	\$ 15,949	\$ 890,603
2025	\$ 197,920	\$ 413,428	\$ -	\$ 51,449	\$ -	\$ 63,702	\$ 148,087	\$ 16,268	\$ 890,854
2026	\$ 205,414	\$ 406,501	\$ -	\$ 50,459	\$ -	\$ 66,768	\$ 145,297	\$ 16,593	\$ 891,032
2027	\$ 213,249	\$ 399,311	\$ -	\$ 49,432	\$ -	\$ 69,493	\$ 142,373	\$ 16,925	\$ 890,783
2028	\$ 221,425	\$ 391,848	\$ -	\$ 48,366	\$ -	\$ 72,559	\$ 139,329	\$ 17,263	\$ 890,790
2029	\$ 230,963	\$ 383,267	\$ -	\$ 47,259	\$ -	\$ 75,625	\$ 136,151	\$ 17,609	\$ 890,874
2030	\$ 240,501	\$ 374,318	\$ -	\$ 46,104	\$ -	\$ 79,032	\$ 132,838	\$ 17,961	\$ 890,754
2031	\$ 250,721	\$ 364,998	\$ -	\$ 44,902	\$ -	\$ 82,438	\$ 129,377	\$ 18,320	\$ 890,755
2032	\$ 261,281	\$ 355,283	\$ -	\$ 43,648	\$ -	\$ 86,185	\$ 125,766	\$ 18,686	\$ 890,849
2033	\$ 272,523	\$ 345,158	\$ -	\$ 42,342	\$ -	\$ 89,932	\$ 121,991	\$ 19,060	\$ 891,006
2034	\$ 284,446	\$ 334,257	\$ -	\$ 40,979	\$ -	\$ 94,020	\$ 118,052	\$ 19,441	\$ 891,195
2035	\$ 296,709	\$ 322,879	\$ -	\$ 39,557	\$ -	\$ 98,108	\$ 113,934	\$ 19,830	\$ 891,017
2036	\$ 309,654	\$ 311,011	\$ -	\$ 38,073	\$ -	\$ 102,196	\$ 109,637	\$ 20,227	\$ 890,798
2037	\$ 323,280	\$ 298,625	\$ -	\$ 36,525	\$ -	\$ 106,625	\$ 105,161	\$ 20,631	\$ 890,846
2038	\$ 337,247	\$ 285,694	\$ -	\$ 34,908	\$ -	\$ 111,394	\$ 100,490	\$ 21,044	\$ 890,777
2039	\$ 352,236	\$ 272,204	\$ -	\$ 33,222	\$ -	\$ 116,163	\$ 95,611	\$ 21,465	\$ 890,901
2040	\$ 367,565	\$ 258,114	\$ -	\$ 31,461	\$ -	\$ 121,273	\$ 90,523	\$ 21,894	\$ 890,831
2041	\$ 383,576	\$ 243,412	\$ -	\$ 29,623	\$ -	\$ 126,723	\$ 85,212	\$ 22,332	\$ 890,877
2042	\$ 400,268	\$ 228,069	\$ -	\$ 27,705	\$ -	\$ 132,174	\$ 79,661	\$ 22,779	\$ 890,655
2043	\$ 417,982	\$ 212,058	\$ -	\$ 25,704	\$ -	\$ 137,965	\$ 73,872	\$ 23,234	\$ 890,815
2044	\$ 436,718	\$ 194,816	\$ -	\$ 23,614	\$ -	\$ 144,096	\$ 67,829	\$ 23,699	\$ 890,772
2045	\$ 456,476	\$ 176,802	\$ -	\$ 21,431	\$ -	\$ 150,228	\$ 61,518	\$ 24,173	\$ 890,626
2046	\$ 477,255	\$ 157,972	\$ -	\$ 19,148	\$ -	\$ 157,041	\$ 54,938	\$ 24,656	\$ 891,011
2047	\$ 498,717	\$ 138,285	\$ -	\$ 16,762	\$ -	\$ 163,854	\$ 48,059	\$ 25,150	\$ 890,827
2048	\$ 521,200	\$ 117,713	\$ -	\$ 14,268	\$ -	\$ 171,008	\$ 40,882	\$ 25,653	\$ 890,724
2049	\$ 545,045	\$ 96,214	\$ -	\$ 11,662	\$ -	\$ 178,502	\$ 33,392	\$ 26,166	\$ 890,982
2050	\$ 569,572	\$ 73,731	\$ -	\$ 8,937	\$ -	\$ 186,337	\$ 25,574	\$ 26,689	\$ 890,840
2051	\$ 595,462	\$ 50,236	\$ -	\$ 6,089	\$ -	\$ 194,513	\$ 17,412	\$ 27,223	\$ 890,935
2052	\$ 622,374	\$ 25,673	\$ -	\$ 3,112	\$ (648,047)	\$ 203,029	\$ 8,893	\$ 27,767	\$ 242,801
<b>Total</b>	<b>\$ 10,638,265</b>	<b>\$ 8,325,875</b>	<b>\$ (248,281)</b>	<b>\$ 992,334</b>	<b>\$ (648,047)</b>	<b>\$ 3,441,962</b>	<b>\$ 2,941,316</b>	<b>\$ 634,322</b>	<b>\$ 26,077,746</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## APPENDIX C-5 – POD 2D 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 RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$9,186,812**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - POD 2D

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 161,994	\$ (161,994)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 103,130	\$ 277,704	\$ -	\$ 34,705	\$ -	\$ -	\$ 155,743	\$ 10,202	\$ 581,484
2024	\$ 124,245	\$ 274,095	\$ -	\$ 34,190	\$ -	\$ 39,785	\$ 98,364	\$ 10,406	\$ 581,084
2025	\$ 129,135	\$ 269,746	\$ -	\$ 33,568	\$ -	\$ 41,563	\$ 96,621	\$ 10,614	\$ 581,248
2026	\$ 134,025	\$ 265,226	\$ -	\$ 32,923	\$ -	\$ 43,564	\$ 94,801	\$ 10,826	\$ 581,365
2027	\$ 139,137	\$ 260,535	\$ -	\$ 32,253	\$ -	\$ 45,342	\$ 92,893	\$ 11,043	\$ 581,202
2028	\$ 144,471	\$ 255,666	\$ -	\$ 31,557	\$ -	\$ 47,342	\$ 90,907	\$ 11,264	\$ 581,206
2029	\$ 150,695	\$ 250,067	\$ -	\$ 30,835	\$ -	\$ 49,342	\$ 88,833	\$ 11,489	\$ 581,261
2030	\$ 156,918	\$ 244,228	\$ -	\$ 30,081	\$ -	\$ 51,565	\$ 86,672	\$ 11,719	\$ 581,183
2031	\$ 163,586	\$ 238,147	\$ -	\$ 29,297	\$ -	\$ 53,788	\$ 84,413	\$ 11,953	\$ 581,184
2032	\$ 170,476	\$ 231,808	\$ -	\$ 28,479	\$ -	\$ 56,233	\$ 82,057	\$ 12,192	\$ 581,245
2033	\$ 177,811	\$ 225,203	\$ -	\$ 27,626	\$ -	\$ 58,678	\$ 79,594	\$ 12,436	\$ 581,347
2034	\$ 185,590	\$ 218,090	\$ -	\$ 26,737	\$ -	\$ 61,345	\$ 77,024	\$ 12,685	\$ 581,471
2035	\$ 193,591	\$ 210,666	\$ -	\$ 25,809	\$ -	\$ 64,012	\$ 74,337	\$ 12,938	\$ 581,355
2036	\$ 202,037	\$ 202,923	\$ -	\$ 24,841	\$ -	\$ 66,679	\$ 71,534	\$ 13,197	\$ 581,212
2037	\$ 210,928	\$ 194,841	\$ -	\$ 23,831	\$ -	\$ 69,568	\$ 68,613	\$ 13,461	\$ 581,243
2038	\$ 220,041	\$ 186,404	\$ -	\$ 22,776	\$ -	\$ 72,680	\$ 65,566	\$ 13,730	\$ 581,198
2039	\$ 229,820	\$ 177,603	\$ -	\$ 21,676	\$ -	\$ 75,792	\$ 62,383	\$ 14,005	\$ 581,279
2040	\$ 239,822	\$ 168,410	\$ -	\$ 20,527	\$ -	\$ 79,126	\$ 59,063	\$ 14,285	\$ 581,233
2041	\$ 250,269	\$ 158,817	\$ -	\$ 19,328	\$ -	\$ 82,682	\$ 55,597	\$ 14,571	\$ 581,264
2042	\$ 261,159	\$ 148,806	\$ -	\$ 18,077	\$ -	\$ 86,238	\$ 51,976	\$ 14,862	\$ 581,119
2043	\$ 272,717	\$ 138,360	\$ -	\$ 16,771	\$ -	\$ 90,017	\$ 48,199	\$ 15,159	\$ 581,223
2044	\$ 284,942	\$ 127,110	\$ -	\$ 15,407	\$ -	\$ 94,017	\$ 44,256	\$ 15,463	\$ 581,195
2045	\$ 297,833	\$ 115,356	\$ -	\$ 13,983	\$ -	\$ 98,018	\$ 40,138	\$ 15,772	\$ 581,100
2046	\$ 311,391	\$ 103,071	\$ -	\$ 12,493	\$ -	\$ 102,463	\$ 35,845	\$ 16,087	\$ 581,351
2047	\$ 325,394	\$ 90,226	\$ -	\$ 10,936	\$ -	\$ 106,909	\$ 31,357	\$ 16,409	\$ 581,231
2048	\$ 340,063	\$ 76,803	\$ -	\$ 9,310	\$ -	\$ 111,576	\$ 26,674	\$ 16,737	\$ 581,164
2049	\$ 355,621	\$ 62,776	\$ -	\$ 7,609	\$ -	\$ 116,466	\$ 21,787	\$ 17,072	\$ 581,332
2050	\$ 371,624	\$ 48,106	\$ -	\$ 5,831	\$ -	\$ 121,578	\$ 16,686	\$ 17,413	\$ 581,239
2051	\$ 388,516	\$ 32,777	\$ -	\$ 3,973	\$ -	\$ 126,912	\$ 11,361	\$ 17,762	\$ 581,301
2052	\$ 406,075	\$ 16,751	\$ -	\$ 2,030	\$ (422,826)	\$ 132,469	\$ 5,802	\$ 18,117	\$ 158,418
<b>Total</b>	<b>\$ 6,941,063</b>	<b>\$ 5,432,317</b>	<b>\$ (161,994)</b>	<b>\$ 647,460</b>	<b>\$ (422,826)</b>	<b>\$ 2,245,749</b>	<b>\$ 1,919,097</b>	<b>\$ 413,871</b>	<b>\$ 17,014,736</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## **APPENDIX C-6 – IMPROVEMENT AREA #1 LOT TYPE 1 BUYER DISCLOSURE**

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$30,478.38**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Elevon Public Improvement District* (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - IMPROVEMENT AREA #1 LOT TYPE 1

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 537.44	\$ (537.44)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 342.15	\$ 921.32	\$ -	\$ 115.14	\$ -	\$ -	\$ 516.70	\$ 33.85	\$ 1,929.15
2024	\$ 412.20	\$ 909.34	\$ -	\$ 113.43	\$ -	\$ 131.99	\$ 326.33	\$ 34.52	\$ 1,927.82
2025	\$ 428.42	\$ 894.92	\$ -	\$ 111.37	\$ -	\$ 137.89	\$ 320.55	\$ 35.21	\$ 1,928.36
2026	\$ 444.64	\$ 879.92	\$ -	\$ 109.23	\$ -	\$ 144.53	\$ 314.51	\$ 35.92	\$ 1,928.75
2027	\$ 461.60	\$ 864.36	\$ -	\$ 107.00	\$ -	\$ 150.43	\$ 308.18	\$ 36.64	\$ 1,928.21
2028	\$ 479.30	\$ 848.20	\$ -	\$ 104.69	\$ -	\$ 157.06	\$ 301.59	\$ 37.37	\$ 1,928.22
2029	\$ 499.95	\$ 829.63	\$ -	\$ 102.30	\$ -	\$ 163.70	\$ 294.71	\$ 38.12	\$ 1,928.41
2030	\$ 520.59	\$ 810.26	\$ -	\$ 99.80	\$ -	\$ 171.07	\$ 287.54	\$ 38.88	\$ 1,928.15
2031	\$ 542.72	\$ 790.08	\$ -	\$ 97.19	\$ -	\$ 178.45	\$ 280.05	\$ 39.66	\$ 1,928.15
2032	\$ 565.58	\$ 769.05	\$ -	\$ 94.48	\$ -	\$ 186.56	\$ 272.24	\$ 40.45	\$ 1,928.35
2033	\$ 589.91	\$ 747.14	\$ -	\$ 91.65	\$ -	\$ 194.67	\$ 264.06	\$ 41.26	\$ 1,928.69
2034	\$ 615.72	\$ 723.54	\$ -	\$ 88.70	\$ -	\$ 203.52	\$ 255.54	\$ 42.08	\$ 1,929.10
2035	\$ 642.26	\$ 698.91	\$ -	\$ 85.63	\$ -	\$ 212.37	\$ 246.62	\$ 42.92	\$ 1,928.72
2036	\$ 670.28	\$ 673.22	\$ -	\$ 82.41	\$ -	\$ 221.22	\$ 237.32	\$ 43.78	\$ 1,928.24
2037	\$ 699.78	\$ 646.41	\$ -	\$ 79.06	\$ -	\$ 230.80	\$ 227.63	\$ 44.66	\$ 1,928.35
2038	\$ 730.01	\$ 618.42	\$ -	\$ 75.56	\$ -	\$ 241.13	\$ 217.52	\$ 45.55	\$ 1,928.20
2039	\$ 762.46	\$ 589.22	\$ -	\$ 71.91	\$ -	\$ 251.45	\$ 206.96	\$ 46.46	\$ 1,928.46
2040	\$ 795.64	\$ 558.72	\$ -	\$ 68.10	\$ -	\$ 262.51	\$ 195.95	\$ 47.39	\$ 1,928.31
2041	\$ 830.30	\$ 526.89	\$ -	\$ 64.12	\$ -	\$ 274.31	\$ 184.45	\$ 48.34	\$ 1,928.41
2042	\$ 866.43	\$ 493.68	\$ -	\$ 59.97	\$ -	\$ 286.11	\$ 172.44	\$ 49.31	\$ 1,927.93
2043	\$ 904.77	\$ 459.03	\$ -	\$ 55.64	\$ -	\$ 298.64	\$ 159.90	\$ 50.29	\$ 1,928.28
2044	\$ 945.33	\$ 421.70	\$ -	\$ 51.12	\$ -	\$ 311.91	\$ 146.82	\$ 51.30	\$ 1,928.19
2045	\$ 988.10	\$ 382.71	\$ -	\$ 46.39	\$ -	\$ 325.19	\$ 133.16	\$ 52.33	\$ 1,927.87
2046	\$ 1,033.08	\$ 341.95	\$ -	\$ 41.45	\$ -	\$ 339.93	\$ 118.92	\$ 53.37	\$ 1,928.70
2047	\$ 1,079.53	\$ 299.34	\$ -	\$ 36.28	\$ -	\$ 354.68	\$ 104.03	\$ 54.44	\$ 1,928.30
2048	\$ 1,128.20	\$ 254.80	\$ -	\$ 30.89	\$ -	\$ 370.17	\$ 88.50	\$ 55.53	\$ 1,928.08
2049	\$ 1,179.82	\$ 208.27	\$ -	\$ 25.24	\$ -	\$ 386.39	\$ 72.28	\$ 56.64	\$ 1,928.64
2050	\$ 1,232.91	\$ 159.60	\$ -	\$ 19.35	\$ -	\$ 403.35	\$ 55.36	\$ 57.77	\$ 1,928.33
2051	\$ 1,288.95	\$ 108.74	\$ -	\$ 13.18	\$ -	\$ 421.05	\$ 37.69	\$ 58.93	\$ 1,928.54
2052	\$ 1,347.20	\$ 55.57	\$ -	\$ 6.74	\$ (1,402.78)	\$ 439.48	\$ 19.25	\$ 60.11	\$ 525.57
<b>Total</b>	<b>\$ 23,027.83</b>	<b>\$ 18,022.38</b>	<b>\$ (537.44)</b>	<b>\$ 2,148.03</b>	<b>\$ (1,402.78)</b>	<b>\$ 7,450.55</b>	<b>\$ 6,366.84</b>	<b>\$ 1,373.07</b>	<b>\$ 56,448.48</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## **APPENDIX C-7 – IMPROVEMENT AREA #1 LOT TYPE 2 BUYER DISCLOSURE**

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$36,626.38**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Elewon Public Improvement District* (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - IMPROVEMENT AREA #1 LOT TYPE 2

Due 1/31	Improvement Area #1 Bonds						Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>			
2022	\$ -	\$ 645.85	\$ (645.85)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2023	\$ 411.16	\$ 1,107.16	\$ -	\$ 138.36	\$ -	\$ -	\$ 620.92	\$ 40.67	\$ 2,318.29	
2024	\$ 495.35	\$ 1,092.77	\$ -	\$ 136.31	\$ -	\$ 158.62	\$ 392.16	\$ 41.49	\$ 2,316.69	
2025	\$ 514.84	\$ 1,075.44	\$ -	\$ 133.83	\$ -	\$ 165.71	\$ 385.21	\$ 42.32	\$ 2,317.34	
2026	\$ 534.34	\$ 1,057.42	\$ -	\$ 131.26	\$ -	\$ 173.68	\$ 377.96	\$ 43.16	\$ 2,317.81	
2027	\$ 554.72	\$ 1,038.71	\$ -	\$ 128.59	\$ -	\$ 180.77	\$ 370.35	\$ 44.03	\$ 2,317.16	
2028	\$ 575.98	\$ 1,019.30	\$ -	\$ 125.81	\$ -	\$ 188.75	\$ 362.43	\$ 44.91	\$ 2,317.18	
2029	\$ 600.80	\$ 996.98	\$ -	\$ 122.93	\$ -	\$ 196.72	\$ 354.16	\$ 45.80	\$ 2,317.40	
2030	\$ 625.61	\$ 973.70	\$ -	\$ 119.93	\$ -	\$ 205.58	\$ 345.55	\$ 46.72	\$ 2,317.08	
2031	\$ 652.19	\$ 949.46	\$ -	\$ 116.80	\$ -	\$ 214.44	\$ 336.54	\$ 47.66	\$ 2,317.09	
2032	\$ 679.66	\$ 924.18	\$ -	\$ 113.54	\$ -	\$ 224.19	\$ 327.15	\$ 48.61	\$ 2,317.33	
2033	\$ 708.90	\$ 897.85	\$ -	\$ 110.14	\$ -	\$ 233.94	\$ 317.33	\$ 49.58	\$ 2,317.74	
2034	\$ 739.92	\$ 869.49	\$ -	\$ 106.60	\$ -	\$ 244.57	\$ 307.08	\$ 50.57	\$ 2,318.23	
2035	\$ 771.82	\$ 839.89	\$ -	\$ 102.90	\$ -	\$ 255.21	\$ 296.37	\$ 51.58	\$ 2,317.77	
2036	\$ 805.49	\$ 809.02	\$ -	\$ 99.04	\$ -	\$ 265.84	\$ 285.19	\$ 52.62	\$ 2,317.20	
2037	\$ 840.94	\$ 776.80	\$ -	\$ 95.01	\$ -	\$ 277.36	\$ 273.55	\$ 53.67	\$ 2,317.33	
2038	\$ 877.27	\$ 743.16	\$ -	\$ 90.81	\$ -	\$ 289.76	\$ 261.40	\$ 54.74	\$ 2,317.15	
2039	\$ 916.26	\$ 708.07	\$ -	\$ 86.42	\$ -	\$ 302.17	\$ 248.71	\$ 55.84	\$ 2,317.47	
2040	\$ 956.13	\$ 671.42	\$ -	\$ 81.84	\$ -	\$ 315.46	\$ 235.48	\$ 56.95	\$ 2,317.29	
2041	\$ 997.78	\$ 633.18	\$ -	\$ 77.06	\$ -	\$ 329.64	\$ 221.66	\$ 58.09	\$ 2,317.41	
2042	\$ 1,041.20	\$ 593.27	\$ -	\$ 72.07	\$ -	\$ 343.82	\$ 207.22	\$ 59.25	\$ 2,316.83	
2043	\$ 1,087.28	\$ 551.62	\$ -	\$ 66.86	\$ -	\$ 358.88	\$ 192.16	\$ 60.44	\$ 2,317.24	
2044	\$ 1,136.02	\$ 506.77	\$ -	\$ 61.43	\$ -	\$ 374.83	\$ 176.44	\$ 61.65	\$ 2,317.13	
2045	\$ 1,187.41	\$ 459.91	\$ -	\$ 55.75	\$ -	\$ 390.78	\$ 160.02	\$ 62.88	\$ 2,316.75	
2046	\$ 1,241.47	\$ 410.93	\$ -	\$ 49.81	\$ -	\$ 408.51	\$ 142.91	\$ 64.14	\$ 2,317.75	
2047	\$ 1,297.29	\$ 359.72	\$ -	\$ 43.60	\$ -	\$ 426.23	\$ 125.01	\$ 65.42	\$ 2,317.28	
2048	\$ 1,355.78	\$ 306.20	\$ -	\$ 37.12	\$ -	\$ 444.84	\$ 106.35	\$ 66.73	\$ 2,317.01	
2049	\$ 1,417.81	\$ 250.28	\$ -	\$ 30.34	\$ -	\$ 464.33	\$ 86.86	\$ 68.06	\$ 2,317.68	
2050	\$ 1,481.61	\$ 191.79	\$ -	\$ 23.25	\$ -	\$ 484.71	\$ 66.52	\$ 69.42	\$ 2,317.31	
2051	\$ 1,548.95	\$ 130.68	\$ -	\$ 15.84	\$ -	\$ 505.98	\$ 45.29	\$ 70.81	\$ 2,317.56	
2052	\$ 1,618.96	\$ 66.78	\$ -	\$ 8.09	\$ (1,685.74)	\$ 528.13	\$ 23.13	\$ 72.23	\$ 631.59	
<b>Total</b>	<b>\$ 27,672.93</b>	<b>\$ 21,657.80</b>	<b>\$ (645.85)</b>	<b>\$ 2,581.32</b>	<b>\$ (1,685.74)</b>	<b>\$ 8,953.45</b>	<b>\$ 7,651.14</b>	<b>\$ 1,650.04</b>	<b>\$ 67,835.09</b>	

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## **APPENDIX C-8 – IMPROVEMENT AREA #1 LOT TYPE 3 BUYER DISCLOSURE**

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$42,512.76**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Elewon Public Improvement District* (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - IMPROVEMENT AREA #1 LOT TYPE 3

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 749.64	\$ (749.64)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 477.24	\$ 1,285.10	\$ -	\$ 160.60	\$ -	\$ -	\$ 720.71	\$ 47.21	\$ 2,690.87
2024	\$ 574.96	\$ 1,268.40	\$ -	\$ 158.22	\$ -	\$ 184.11	\$ 455.19	\$ 48.15	\$ 2,689.02
2025	\$ 597.58	\$ 1,248.27	\$ -	\$ 155.34	\$ -	\$ 192.34	\$ 447.12	\$ 49.12	\$ 2,689.78
2026	\$ 620.21	\$ 1,227.36	\$ -	\$ 152.35	\$ -	\$ 201.59	\$ 438.70	\$ 50.10	\$ 2,690.31
2027	\$ 643.87	\$ 1,205.65	\$ -	\$ 149.25	\$ -	\$ 209.82	\$ 429.87	\$ 51.10	\$ 2,689.56
2028	\$ 668.55	\$ 1,183.11	\$ -	\$ 146.03	\$ -	\$ 219.08	\$ 420.68	\$ 52.12	\$ 2,689.58
2029	\$ 697.35	\$ 1,157.21	\$ -	\$ 142.69	\$ -	\$ 228.34	\$ 411.08	\$ 53.17	\$ 2,689.84
2030	\$ 726.15	\$ 1,130.19	\$ -	\$ 139.20	\$ -	\$ 238.62	\$ 401.08	\$ 54.23	\$ 2,689.47
2031	\$ 757.01	\$ 1,102.05	\$ -	\$ 135.57	\$ -	\$ 248.91	\$ 390.63	\$ 55.31	\$ 2,689.48
2032	\$ 788.89	\$ 1,072.71	\$ -	\$ 131.79	\$ -	\$ 260.22	\$ 379.73	\$ 56.42	\$ 2,689.76
2033	\$ 822.83	\$ 1,042.14	\$ -	\$ 127.84	\$ -	\$ 271.54	\$ 368.33	\$ 57.55	\$ 2,690.24
2034	\$ 858.83	\$ 1,009.23	\$ -	\$ 123.73	\$ -	\$ 283.88	\$ 356.44	\$ 58.70	\$ 2,690.81
2035	\$ 895.86	\$ 974.88	\$ -	\$ 119.43	\$ -	\$ 296.22	\$ 344.00	\$ 59.87	\$ 2,690.27
2036	\$ 934.95	\$ 939.04	\$ -	\$ 114.96	\$ -	\$ 308.56	\$ 331.03	\$ 61.07	\$ 2,689.61
2037	\$ 976.09	\$ 901.65	\$ -	\$ 110.28	\$ -	\$ 321.93	\$ 317.51	\$ 62.29	\$ 2,689.75
2038	\$ 1,018.26	\$ 862.60	\$ -	\$ 105.40	\$ -	\$ 336.33	\$ 303.41	\$ 63.54	\$ 2,689.54
2039	\$ 1,063.51	\$ 821.87	\$ -	\$ 100.31	\$ -	\$ 350.73	\$ 288.68	\$ 64.81	\$ 2,689.92
2040	\$ 1,109.80	\$ 779.33	\$ -	\$ 94.99	\$ -	\$ 366.16	\$ 273.32	\$ 66.11	\$ 2,689.71
2041	\$ 1,158.14	\$ 734.94	\$ -	\$ 89.44	\$ -	\$ 382.62	\$ 257.28	\$ 67.43	\$ 2,689.85
2042	\$ 1,208.54	\$ 688.61	\$ -	\$ 83.65	\$ -	\$ 399.07	\$ 240.52	\$ 68.78	\$ 2,689.18
2043	\$ 1,262.02	\$ 640.27	\$ -	\$ 77.61	\$ -	\$ 416.56	\$ 223.04	\$ 70.15	\$ 2,689.66
2044	\$ 1,318.59	\$ 588.21	\$ -	\$ 71.30	\$ -	\$ 435.07	\$ 204.80	\$ 71.55	\$ 2,689.53
2045	\$ 1,378.25	\$ 533.82	\$ -	\$ 64.71	\$ -	\$ 453.59	\$ 185.74	\$ 72.99	\$ 2,689.09
2046	\$ 1,440.99	\$ 476.97	\$ -	\$ 57.81	\$ -	\$ 474.16	\$ 165.87	\$ 74.45	\$ 2,690.25
2047	\$ 1,505.79	\$ 417.53	\$ -	\$ 50.61	\$ -	\$ 494.73	\$ 145.11	\$ 75.93	\$ 2,689.69
2048	\$ 1,573.67	\$ 355.41	\$ -	\$ 43.08	\$ -	\$ 516.33	\$ 123.44	\$ 77.45	\$ 2,689.38
2049	\$ 1,645.67	\$ 290.50	\$ -	\$ 35.21	\$ -	\$ 538.96	\$ 100.82	\$ 79.00	\$ 2,690.16
2050	\$ 1,719.72	\$ 222.62	\$ -	\$ 26.98	\$ -	\$ 562.61	\$ 77.22	\$ 80.58	\$ 2,689.74
2051	\$ 1,797.89	\$ 151.68	\$ -	\$ 18.39	\$ -	\$ 587.30	\$ 52.57	\$ 82.19	\$ 2,690.02
2052	\$ 1,879.15	\$ 77.51	\$ -	\$ 9.40	\$ (1,956.66)	\$ 613.01	\$ 26.85	\$ 83.84	\$ 733.10
<b>Total</b>	<b>\$ 32,120.36</b>	<b>\$ 25,138.51</b>	<b>\$ (749.64)</b>	<b>\$ 2,996.18</b>	<b>\$ (1,956.66)</b>	<b>\$ 10,392.40</b>	<b>\$ 8,880.79</b>	<b>\$ 1,915.22</b>	<b>\$ 78,737.16</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## **APPENDIX C-9 – IMPROVEMENT AREA #1 LOT TYPE 4 BUYER DISCLOSURE**

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 LOT TYPE 4 PRINCIPAL ASSESSMENT: \$45,782.97**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Elewon Public Improvement District* (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - IMPROVEMENT AREA #1 LOT TYPE 4

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 807.31	\$ (807.31)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 513.95	\$ 1,383.95	\$ -	\$ 172.96	\$ -	\$ -	\$ 776.15	\$ 50.84	\$ 2,897.86
2024	\$ 619.18	\$ 1,365.97	\$ -	\$ 170.39	\$ -	\$ 198.27	\$ 490.20	\$ 51.86	\$ 2,895.87
2025	\$ 643.55	\$ 1,344.29	\$ -	\$ 167.29	\$ -	\$ 207.13	\$ 481.52	\$ 52.90	\$ 2,896.68
2026	\$ 667.92	\$ 1,321.77	\$ -	\$ 164.07	\$ -	\$ 217.10	\$ 472.44	\$ 53.95	\$ 2,897.26
2027	\$ 693.40	\$ 1,298.39	\$ -	\$ 160.73	\$ -	\$ 225.96	\$ 462.94	\$ 55.03	\$ 2,896.45
2028	\$ 719.98	\$ 1,274.12	\$ -	\$ 157.27	\$ -	\$ 235.93	\$ 453.04	\$ 56.13	\$ 2,896.47
2029	\$ 750.99	\$ 1,246.22	\$ -	\$ 153.67	\$ -	\$ 245.90	\$ 442.70	\$ 57.26	\$ 2,896.75
2030	\$ 782.01	\$ 1,217.12	\$ -	\$ 149.91	\$ -	\$ 256.98	\$ 431.93	\$ 58.40	\$ 2,896.36
2031	\$ 815.24	\$ 1,186.82	\$ -	\$ 146.00	\$ -	\$ 268.05	\$ 420.68	\$ 59.57	\$ 2,896.36
2032	\$ 849.58	\$ 1,155.23	\$ -	\$ 141.92	\$ -	\$ 280.24	\$ 408.94	\$ 60.76	\$ 2,896.67
2033	\$ 886.13	\$ 1,122.31	\$ -	\$ 137.68	\$ -	\$ 292.42	\$ 396.66	\$ 61.98	\$ 2,897.18
2034	\$ 924.90	\$ 1,086.86	\$ -	\$ 133.25	\$ -	\$ 305.71	\$ 383.86	\$ 63.22	\$ 2,897.79
2035	\$ 964.77	\$ 1,049.87	\$ -	\$ 128.62	\$ -	\$ 319.01	\$ 370.46	\$ 64.48	\$ 2,897.21
2036	\$ 1,006.86	\$ 1,011.28	\$ -	\$ 123.80	\$ -	\$ 332.30	\$ 356.49	\$ 65.77	\$ 2,896.50
2037	\$ 1,051.17	\$ 971.00	\$ -	\$ 118.76	\$ -	\$ 346.70	\$ 341.94	\$ 67.08	\$ 2,896.66
2038	\$ 1,096.58	\$ 928.96	\$ -	\$ 113.51	\$ -	\$ 362.21	\$ 326.75	\$ 68.43	\$ 2,896.43
2039	\$ 1,145.32	\$ 885.09	\$ -	\$ 108.02	\$ -	\$ 377.71	\$ 310.89	\$ 69.79	\$ 2,896.83
2040	\$ 1,195.17	\$ 839.28	\$ -	\$ 102.30	\$ -	\$ 394.33	\$ 294.34	\$ 71.19	\$ 2,896.61
2041	\$ 1,247.23	\$ 791.47	\$ -	\$ 96.32	\$ -	\$ 412.05	\$ 277.07	\$ 72.61	\$ 2,896.76
2042	\$ 1,301.50	\$ 741.58	\$ -	\$ 90.09	\$ -	\$ 429.77	\$ 259.02	\$ 74.07	\$ 2,896.04
2043	\$ 1,359.10	\$ 689.52	\$ -	\$ 83.58	\$ -	\$ 448.60	\$ 240.20	\$ 75.55	\$ 2,896.55
2044	\$ 1,420.02	\$ 633.46	\$ -	\$ 76.78	\$ -	\$ 468.54	\$ 220.55	\$ 77.06	\$ 2,896.42
2045	\$ 1,484.27	\$ 574.88	\$ -	\$ 69.68	\$ -	\$ 488.48	\$ 200.03	\$ 78.60	\$ 2,895.94
2046	\$ 1,551.83	\$ 513.66	\$ -	\$ 62.26	\$ -	\$ 510.63	\$ 178.63	\$ 80.17	\$ 2,897.19
2047	\$ 1,621.62	\$ 449.65	\$ -	\$ 54.50	\$ -	\$ 532.79	\$ 156.27	\$ 81.78	\$ 2,896.59
2048	\$ 1,694.72	\$ 382.75	\$ -	\$ 46.39	\$ -	\$ 556.05	\$ 132.93	\$ 83.41	\$ 2,896.26
2049	\$ 1,772.26	\$ 312.85	\$ -	\$ 37.92	\$ -	\$ 580.41	\$ 108.58	\$ 85.08	\$ 2,897.10
2050	\$ 1,852.01	\$ 239.74	\$ -	\$ 29.06	\$ -	\$ 605.89	\$ 83.16	\$ 86.78	\$ 2,896.64
2051	\$ 1,936.19	\$ 163.35	\$ -	\$ 19.80	\$ -	\$ 632.47	\$ 56.62	\$ 88.52	\$ 2,896.95
2052	\$ 2,023.70	\$ 83.48	\$ -	\$ 10.12	\$ (2,107.18)	\$ 660.17	\$ 28.92	\$ 90.29	\$ 789.49
<b>Total</b>	<b>\$ 34,591.16</b>	<b>\$ 27,072.24</b>	<b>\$ (807.31)</b>	<b>\$ 3,226.65</b>	<b>\$ (2,107.18)</b>	<b>\$ 11,191.81</b>	<b>\$ 9,563.92</b>	<b>\$ 2,062.55</b>	<b>\$ 84,793.86</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## APPENDIX C-10 – IMPROVEMENT AREA #1 LOT TYPE 5 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 LOT TYPE 5 PRINCIPAL ASSESSMENT: \$27,469.78**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Elevon Public Improvement District* (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - IMPROVEMENT AREA #1 LOT TYPE 5

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 484.38	\$ (484.38)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 308.37	\$ 830.37	\$ -	\$ 103.77	\$ -	\$ -	\$ 465.69	\$ 30.50	\$ 1,738.72
2024	\$ 371.51	\$ 819.58	\$ -	\$ 102.23	\$ -	\$ 118.96	\$ 294.12	\$ 31.12	\$ 1,737.52
2025	\$ 386.13	\$ 806.58	\$ -	\$ 100.37	\$ -	\$ 124.28	\$ 288.91	\$ 31.74	\$ 1,738.01
2026	\$ 400.75	\$ 793.06	\$ -	\$ 98.44	\$ -	\$ 130.26	\$ 283.47	\$ 32.37	\$ 1,738.36
2027	\$ 416.04	\$ 779.04	\$ -	\$ 96.44	\$ -	\$ 135.58	\$ 277.76	\$ 33.02	\$ 1,737.87
2028	\$ 431.99	\$ 764.47	\$ -	\$ 94.36	\$ -	\$ 141.56	\$ 271.82	\$ 33.68	\$ 1,737.88
2029	\$ 450.60	\$ 747.73	\$ -	\$ 92.20	\$ -	\$ 147.54	\$ 265.62	\$ 34.35	\$ 1,737.52
2030	\$ 469.21	\$ 730.27	\$ -	\$ 89.95	\$ -	\$ 154.19	\$ 259.16	\$ 35.04	\$ 1,737.81
2031	\$ 489.14	\$ 712.09	\$ -	\$ 87.60	\$ -	\$ 160.83	\$ 252.41	\$ 35.74	\$ 1,737.82
2032	\$ 509.75	\$ 693.14	\$ -	\$ 85.15	\$ -	\$ 168.14	\$ 245.36	\$ 36.46	\$ 1,738.00
2033	\$ 531.68	\$ 673.39	\$ -	\$ 82.61	\$ -	\$ 175.45	\$ 238.00	\$ 37.19	\$ 1,738.31
2034	\$ 554.94	\$ 652.12	\$ -	\$ 79.95	\$ -	\$ 183.43	\$ 230.31	\$ 37.93	\$ 1,738.68
2035	\$ 578.86	\$ 629.92	\$ -	\$ 77.17	\$ -	\$ 191.40	\$ 222.28	\$ 38.69	\$ 1,738.33
2036	\$ 604.12	\$ 606.77	\$ -	\$ 74.28	\$ -	\$ 199.38	\$ 213.90	\$ 39.46	\$ 1,737.90
2037	\$ 630.70	\$ 582.60	\$ -	\$ 71.26	\$ -	\$ 208.02	\$ 205.16	\$ 40.25	\$ 1,737.99
2038	\$ 657.95	\$ 557.37	\$ -	\$ 68.10	\$ -	\$ 217.32	\$ 196.05	\$ 41.06	\$ 1,737.86
2039	\$ 687.19	\$ 531.06	\$ -	\$ 64.81	\$ -	\$ 226.63	\$ 186.53	\$ 41.88	\$ 1,738.10
2040	\$ 717.10	\$ 503.57	\$ -	\$ 61.38	\$ -	\$ 236.60	\$ 176.61	\$ 42.71	\$ 1,737.96
2041	\$ 748.34	\$ 474.88	\$ -	\$ 57.79	\$ -	\$ 247.23	\$ 166.24	\$ 43.57	\$ 1,738.06
2042	\$ 780.90	\$ 444.95	\$ -	\$ 54.05	\$ -	\$ 257.86	\$ 155.41	\$ 44.44	\$ 1,737.62
2043	\$ 815.46	\$ 413.71	\$ -	\$ 50.15	\$ -	\$ 269.16	\$ 144.12	\$ 45.33	\$ 1,737.93
2044	\$ 852.01	\$ 380.08	\$ -	\$ 46.07	\$ -	\$ 281.12	\$ 132.33	\$ 46.24	\$ 1,737.85
2045	\$ 890.56	\$ 344.93	\$ -	\$ 41.81	\$ -	\$ 293.09	\$ 120.02	\$ 47.16	\$ 1,737.57
2046	\$ 931.10	\$ 308.20	\$ -	\$ 37.36	\$ -	\$ 306.38	\$ 107.18	\$ 48.10	\$ 1,738.32
2047	\$ 972.97	\$ 269.79	\$ -	\$ 32.70	\$ -	\$ 319.67	\$ 93.76	\$ 49.07	\$ 1,737.96
2048	\$ 1,016.83	\$ 229.65	\$ -	\$ 27.84	\$ -	\$ 333.63	\$ 79.76	\$ 50.05	\$ 1,737.76
2049	\$ 1,063.36	\$ 187.71	\$ -	\$ 22.75	\$ -	\$ 348.25	\$ 65.15	\$ 51.05	\$ 1,738.26
2050	\$ 1,111.21	\$ 143.84	\$ -	\$ 17.44	\$ -	\$ 363.53	\$ 49.89	\$ 52.07	\$ 1,737.98
2051	\$ 1,161.72	\$ 98.01	\$ -	\$ 11.88	\$ -	\$ 379.48	\$ 33.97	\$ 53.11	\$ 1,738.17
2052	\$ 1,214.22	\$ 50.09	\$ -	\$ 6.07	\$ (1,264.31)	\$ 396.10	\$ 17.35	\$ 54.17	\$ 473.69
<b>Total</b>	<b>\$ 20,754.70</b>	<b>\$ 16,243.35</b>	<b>\$ (484.38)</b>	<b>\$ 1,935.99</b>	<b>\$ (1,264.31)</b>	<b>\$ 6,715.09</b>	<b>\$ 5,738.35</b>	<b>\$ 1,237.53</b>	<b>\$ 50,876.32</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## **APPENDIX C-11 – IMPROVEMENT AREA #1 LOT TYPE 6 BUYER DISCLOSURE**

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 LOT TYPE 6 PRINCIPAL ASSESSMENT: \$54,939.57**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Elevon Public Improvement District* (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - IMPROVEMENT AREA #1 LOT TYPE 6

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 968.77	\$ (968.77)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 616.75	\$ 1,660.74	\$ -	\$ 207.55	\$ -	\$ -	\$ 931.38	\$ 61.01	\$ 3,477.43
2024	\$ 743.02	\$ 1,639.16	\$ -	\$ 204.46	\$ -	\$ 237.93	\$ 588.24	\$ 62.23	\$ 3,475.04
2025	\$ 772.26	\$ 1,613.15	\$ -	\$ 200.75	\$ -	\$ 248.56	\$ 577.82	\$ 63.47	\$ 3,476.02
2026	\$ 801.50	\$ 1,586.12	\$ -	\$ 196.89	\$ -	\$ 260.52	\$ 566.93	\$ 64.74	\$ 3,476.71
2027	\$ 832.08	\$ 1,558.07	\$ -	\$ 192.88	\$ -	\$ 271.16	\$ 555.52	\$ 66.04	\$ 3,475.74
2028	\$ 863.98	\$ 1,528.95	\$ -	\$ 188.72	\$ -	\$ 283.12	\$ 543.65	\$ 67.36	\$ 3,475.77
2029	\$ 901.19	\$ 1,495.47	\$ -	\$ 184.40	\$ -	\$ 295.08	\$ 531.25	\$ 68.71	\$ 3,476.10
2030	\$ 938.41	\$ 1,460.55	\$ -	\$ 179.89	\$ -	\$ 308.37	\$ 518.32	\$ 70.08	\$ 3,475.63
2031	\$ 978.29	\$ 1,424.18	\$ -	\$ 175.20	\$ -	\$ 321.66	\$ 504.81	\$ 71.48	\$ 3,475.63
2032	\$ 1,019.49	\$ 1,386.28	\$ -	\$ 170.31	\$ -	\$ 336.29	\$ 490.73	\$ 72.91	\$ 3,476.00
2033	\$ 1,063.36	\$ 1,346.77	\$ -	\$ 165.21	\$ -	\$ 350.91	\$ 476.00	\$ 74.37	\$ 3,476.61
2034	\$ 1,109.88	\$ 1,304.24	\$ -	\$ 159.90	\$ -	\$ 366.86	\$ 460.63	\$ 75.86	\$ 3,477.35
2035	\$ 1,157.73	\$ 1,259.84	\$ -	\$ 154.35	\$ -	\$ 382.81	\$ 444.56	\$ 77.38	\$ 3,476.66
2036	\$ 1,208.24	\$ 1,213.53	\$ -	\$ 148.56	\$ -	\$ 398.76	\$ 427.79	\$ 78.92	\$ 3,475.80
2037	\$ 1,261.40	\$ 1,165.20	\$ -	\$ 142.52	\$ -	\$ 416.04	\$ 410.33	\$ 80.50	\$ 3,475.99
2038	\$ 1,315.90	\$ 1,114.75	\$ -	\$ 136.21	\$ -	\$ 434.65	\$ 392.10	\$ 82.11	\$ 3,475.72
2039	\$ 1,374.39	\$ 1,062.11	\$ -	\$ 129.63	\$ -	\$ 453.26	\$ 373.07	\$ 83.75	\$ 3,476.20
2040	\$ 1,434.20	\$ 1,007.14	\$ -	\$ 122.76	\$ -	\$ 473.19	\$ 353.21	\$ 85.43	\$ 3,475.93
2041	\$ 1,496.67	\$ 949.77	\$ -	\$ 115.59	\$ -	\$ 494.46	\$ 332.49	\$ 87.14	\$ 3,476.11
2042	\$ 1,561.80	\$ 889.90	\$ -	\$ 108.10	\$ -	\$ 515.73	\$ 310.83	\$ 88.88	\$ 3,475.24
2043	\$ 1,630.92	\$ 827.43	\$ -	\$ 100.29	\$ -	\$ 538.32	\$ 288.24	\$ 90.66	\$ 3,475.87
2044	\$ 1,704.03	\$ 760.15	\$ -	\$ 92.14	\$ -	\$ 562.25	\$ 264.66	\$ 92.47	\$ 3,475.70
2045	\$ 1,781.12	\$ 689.86	\$ -	\$ 83.62	\$ -	\$ 586.17	\$ 240.04	\$ 94.32	\$ 3,475.13
2046	\$ 1,862.20	\$ 616.39	\$ -	\$ 74.71	\$ -	\$ 612.76	\$ 214.36	\$ 96.21	\$ 3,476.63
2047	\$ 1,945.94	\$ 539.57	\$ -	\$ 65.40	\$ -	\$ 639.34	\$ 187.52	\$ 98.13	\$ 3,475.91
2048	\$ 2,033.67	\$ 459.30	\$ -	\$ 55.67	\$ -	\$ 667.26	\$ 159.52	\$ 100.09	\$ 3,475.51
2049	\$ 2,126.71	\$ 375.42	\$ -	\$ 45.50	\$ -	\$ 696.50	\$ 130.29	\$ 102.10	\$ 3,476.52
2050	\$ 2,222.41	\$ 287.69	\$ -	\$ 34.87	\$ -	\$ 727.07	\$ 99.79	\$ 104.14	\$ 3,475.97
2051	\$ 2,323.43	\$ 196.01	\$ -	\$ 23.76	\$ -	\$ 758.97	\$ 67.94	\$ 106.22	\$ 3,476.34
2052	\$ 2,428.44	\$ 100.17	\$ -	\$ 12.14	\$ (2,528.61)	\$ 792.20	\$ 34.70	\$ 108.34	\$ 947.38
<b>Total</b>	<b>\$ 41,509.39</b>	<b>\$ 32,486.69</b>	<b>\$ (968.77)</b>	<b>\$ 3,871.98</b>	<b>\$ (2,528.61)</b>	<b>\$ 13,430.17</b>	<b>\$ 11,476.71</b>	<b>\$ 2,475.06</b>	<b>\$ 101,752.63</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

## **APPENDIX C-12 – IMPROVEMENT AREA #1 LOT TYPE 7 BUYER DISCLOSURE**

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 LOT TYPE 7 PRINCIPAL ASSESSMENT: \$64,096.16**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Elevon Public Improvement District* (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 City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 - IMPROVEMENT AREA #1 LOT TYPE 7

Due 1/31	Improvement Area #1 Bonds					Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Reserve Fund Release	Principal	Interest <sup>2</sup>		
2022	\$ -	\$ 1,130.23	\$ (1,130.23)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ 719.54	\$ 1,937.54	\$ -	\$ 242.14	\$ -	\$ -	\$ 1,086.61	\$ 71.18	\$ 4,057.00
2024	\$ 866.86	\$ 1,912.35	\$ -	\$ 238.54	\$ -	\$ 277.58	\$ 686.28	\$ 72.60	\$ 4,054.21
2025	\$ 900.97	\$ 1,882.01	\$ -	\$ 234.21	\$ -	\$ 289.99	\$ 674.12	\$ 74.05	\$ 4,055.35
2026	\$ 935.09	\$ 1,850.48	\$ -	\$ 229.70	\$ -	\$ 303.94	\$ 661.42	\$ 75.54	\$ 4,056.17
2027	\$ 970.75	\$ 1,817.75	\$ -	\$ 225.03	\$ -	\$ 316.35	\$ 648.11	\$ 77.05	\$ 4,055.03
2028	\$ 1,007.97	\$ 1,783.77	\$ -	\$ 220.17	\$ -	\$ 330.30	\$ 634.25	\$ 78.59	\$ 4,055.06
2029	\$ 1,051.39	\$ 1,744.71	\$ -	\$ 215.13	\$ -	\$ 344.26	\$ 619.79	\$ 80.16	\$ 4,055.44
2030	\$ 1,094.81	\$ 1,703.97	\$ -	\$ 209.88	\$ -	\$ 359.77	\$ 604.71	\$ 81.76	\$ 4,054.90
2031	\$ 1,141.33	\$ 1,661.55	\$ -	\$ 204.40	\$ -	\$ 375.28	\$ 588.95	\$ 83.40	\$ 4,054.91
2032	\$ 1,189.41	\$ 1,617.32	\$ -	\$ 198.69	\$ -	\$ 392.33	\$ 572.51	\$ 85.06	\$ 4,055.33
2033	\$ 1,240.58	\$ 1,571.23	\$ -	\$ 192.75	\$ -	\$ 409.39	\$ 555.33	\$ 86.77	\$ 4,056.05
2034	\$ 1,294.86	\$ 1,521.61	\$ -	\$ 186.54	\$ -	\$ 428.00	\$ 537.40	\$ 88.50	\$ 4,056.91
2035	\$ 1,350.68	\$ 1,469.82	\$ -	\$ 180.07	\$ -	\$ 446.61	\$ 518.65	\$ 90.27	\$ 4,056.10
2036	\$ 1,409.61	\$ 1,415.79	\$ -	\$ 173.32	\$ -	\$ 465.22	\$ 499.09	\$ 92.08	\$ 4,055.10
2037	\$ 1,471.64	\$ 1,359.40	\$ -	\$ 166.27	\$ -	\$ 485.38	\$ 478.71	\$ 93.92	\$ 4,055.32
2038	\$ 1,535.22	\$ 1,300.54	\$ -	\$ 158.91	\$ -	\$ 507.09	\$ 457.45	\$ 95.80	\$ 4,055.00
2039	\$ 1,603.45	\$ 1,239.13	\$ -	\$ 151.23	\$ -	\$ 528.80	\$ 435.24	\$ 97.71	\$ 4,055.57
2040	\$ 1,673.23	\$ 1,174.99	\$ -	\$ 143.22	\$ -	\$ 552.06	\$ 412.08	\$ 99.67	\$ 4,055.25
2041	\$ 1,746.12	\$ 1,108.06	\$ -	\$ 134.85	\$ -	\$ 576.87	\$ 387.90	\$ 101.66	\$ 4,055.46
2042	\$ 1,822.10	\$ 1,038.22	\$ -	\$ 126.12	\$ -	\$ 601.68	\$ 362.63	\$ 103.69	\$ 4,054.45
2043	\$ 1,902.74	\$ 965.33	\$ -	\$ 117.01	\$ -	\$ 628.04	\$ 336.28	\$ 105.77	\$ 4,055.18
2044	\$ 1,988.03	\$ 886.84	\$ -	\$ 107.50	\$ -	\$ 655.96	\$ 308.77	\$ 107.88	\$ 4,054.98
2045	\$ 2,077.97	\$ 804.84	\$ -	\$ 97.56	\$ -	\$ 683.87	\$ 280.04	\$ 110.04	\$ 4,054.32
2046	\$ 2,172.57	\$ 719.12	\$ -	\$ 87.17	\$ -	\$ 714.88	\$ 250.09	\$ 112.24	\$ 4,056.07
2047	\$ 2,270.26	\$ 629.50	\$ -	\$ 76.30	\$ -	\$ 745.90	\$ 218.78	\$ 114.49	\$ 4,055.23
2048	\$ 2,372.61	\$ 535.86	\$ -	\$ 64.95	\$ -	\$ 778.46	\$ 186.11	\$ 116.78	\$ 4,054.76
2049	\$ 2,481.16	\$ 437.99	\$ -	\$ 53.09	\$ -	\$ 812.58	\$ 152.01	\$ 119.11	\$ 4,055.94
2050	\$ 2,592.81	\$ 335.64	\$ -	\$ 40.68	\$ -	\$ 848.25	\$ 116.42	\$ 121.49	\$ 4,055.29
2051	\$ 2,710.67	\$ 228.68	\$ -	\$ 27.72	\$ -	\$ 885.46	\$ 79.26	\$ 123.92	\$ 4,055.72
2052	\$ 2,833.18	\$ 116.87	\$ -	\$ 14.17	\$ (2,950.05)	\$ 924.23	\$ 40.48	\$ 126.40	\$ 1,105.28
<b>Total</b>	<b>\$ 48,427.63</b>	<b>\$ 37,901.14</b>	<b>\$ (1,130.23)</b>	<b>\$ 4,517.31</b>	<b>\$ (2,950.05)</b>	<b>\$ 15,668.54</b>	<b>\$ 13,389.49</b>	<b>\$ 2,887.57</b>	<b>\$ 118,711.41</b>

<sup>1</sup> Interest on the Improvement Area #1 Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

<sup>2</sup> Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a 4.380% rate.

*Note: 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.*

### Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment