

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED MARCH 22, 2022

NEW ISSUE

NOT RATED

THE BONDS ARE INITIALLY OFFERED ONLY TO PERSONS WHO MEET THE DEFINITION OF “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933) OR “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933). SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described under “TAX MATTERS.” See “TAX MATTERS – Tax Exemption” for a discussion of Bond Counsel’s opinion.



\$7,635,000*

CITY OF FATE, TEXAS,

(a municipal corporation of the State of Texas located in Rockwall County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1 PHASE 2A AND 3A2)

Dated Date: April 15, 2022

**Due: August 15, as shown on the inside cover
Interest to Accrue from Date of Delivery**

The City of Fate, Texas, Special Assessment Revenue Bonds, Series 2022 (Williamsburg Public Improvement District No. 1 Phase 2A and 3A2) (the “Bonds”), are being issued by the City of Fate, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$25,000 of principal amount and any integral multiple of \$1,000 in excess thereof. The Bonds will bear interest from the date of their delivery to the Underwriter at the rates set forth on the inside cover, calculated on the basis of a 360-day year of twelve 30-day months, payable on February 15, 2023, and on each August 15 and February 15 thereafter, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by Wilmington Trust, National Association, as trustee (the “Trustee”), to DTC as the registered owner thereof. See “BOOK-ENTRY ONLY SYSTEM.” The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance to be adopted by the City Council of the City (the “City Council”) on April 4, 2022, and an Indenture of Trust, dated as of April 15, 2022 (the “Indenture”), entered into by and between the City and the Trustee. Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the costs of the Phase 2A and 3A2 Improvements (defined herein) within Phases 2A and 3A2 (“Phase 2A and 3A2”) of the Williamsburg Public Improvement District No. 1 (the “District”), (ii) funding the initial deposit to the Administrative Fund (defined herein) for the payment of the initial Annual Collection Costs (defined herein), and (iii) paying Bond Issuance Costs (defined herein), including funding the Reserve Fund (defined herein). See “THE PHASE 2A AND 3A2 IMPROVEMENTS” and “APPENDIX A – Form of Indenture.” Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Bonds, when issued and delivered, will constitute valid and binding special obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of Assessments levied against assessable properties in Phase 2A and 3A2 in accordance with an amended and restated Service and Assessment Plan for the District (the “Service and Assessment Plan”), and other funds comprising the Trust Estate (defined herein), all to the extent and upon the conditions described herein and in the Indenture. The Bonds are not payable from funds raised or to be raised from taxation or out of any other funds of the City other than the Trust Estate. See “SECURITY FOR THE BONDS.”

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption “DESCRIPTION OF THE BONDS – Redemption Provisions.”

The Bonds involve a high degree of risk and are not suitable for all investors. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.”

THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE. SEE “SECURITY FOR THE BONDS.”

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by FMSbonds, Inc. (the “Underwriter”), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel to the City, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX C – Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP, and for the Developer by Coats Rose, P.C. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about April 28, 2022 (the “Date of Delivery”).



* Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,
AND CUSIP NUMBERS

CUSIP Prefix: 31189^(a)

\$7,635,000*
CITY OF FATE, TEXAS,
(a municipal corporation of the State of Texas located in Rockwall County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1 PHASE 2A AND 3A2)

\$ _____ % Term Bonds, Due August 15, 20____, Priced to Yield _____%; CUSIP 31189 _____^{(a)(b)(c)}

\$ _____ % Term Bonds, Due August 15, 20____, Priced to Yield _____%; CUSIP 31189 _____^{(a)(b)(c)}

\$ _____ % Term Bonds, Due August 15, 20____, Priced to Yield _____%; CUSIP 31189 _____^{(a)(b)(c)}

\$ _____ % Term Bonds, Due August 15, 20____, Priced to Yield _____%; CUSIP 31189 _____^{(a)(b)(c)}

* Preliminary, subject to change.

- (a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of The American Bankers Association by FactSet Research Systems Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City's Financial Advisor or the Underwriter takes any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, pursuant to the terms and at the redemption prices set forth herein under "DESCRIPTION OF THE BONDS – Redemption Provisions."
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS – Redemption Provisions."

**CITY OF FATE, TEXAS
CITY COUNCIL**

<u>Name</u>	<u>Place</u>	Term Expires <u>(May)</u>
David Billings	Mayor	2025
Heather Buegeler	Place 1	2024
John Brandt	Place 2	2023
Christopher Ash	Place 3	2023
Allen Robbins	Place 4, Mayor Pro Tem	2025
Jim DeLand	Place 5	2024
Lance Megyesi	Place 6	2025

CITY MANAGER
Michael Kovacs

CITY SECRETARY
Vickey Raduechel

DIRECTOR OF FINANCE
Raju Anthony

CITY ATTORNEY
Jon Thatcher

PID ADMINISTRATOR
P3Works LLC

FINANCIAL ADVISOR TO THE CITY
Hilltop Securities Inc.

BOND COUNSEL TO THE CITY
McCall, Parkhurst & Horton L.L.P.

UNDERWRITER'S COUNSEL
Orrick, Herrington & Sutcliffe LLP

For additional information regarding the City, please contact:

Michael Kovacs
City Manager
City of Fate, Texas
P. O. Box 159
Fate, Texas 75132
(972) 771-4601

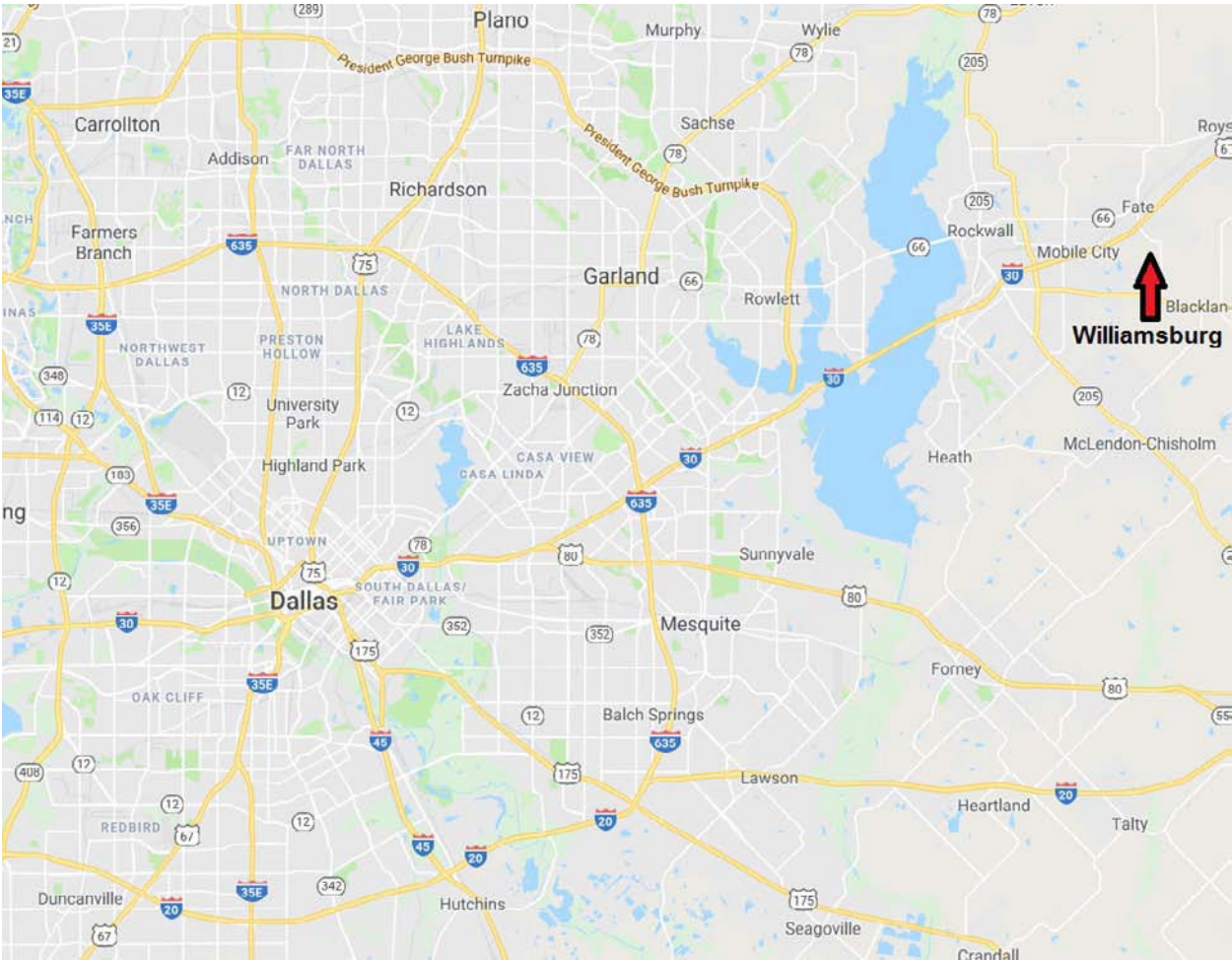
or

Nick Bulaich
Managing Director
Hilltop Securities, Inc.
777 Main St., Suite 1200
Fort Worth, Texas 76102
(817) 332-9710

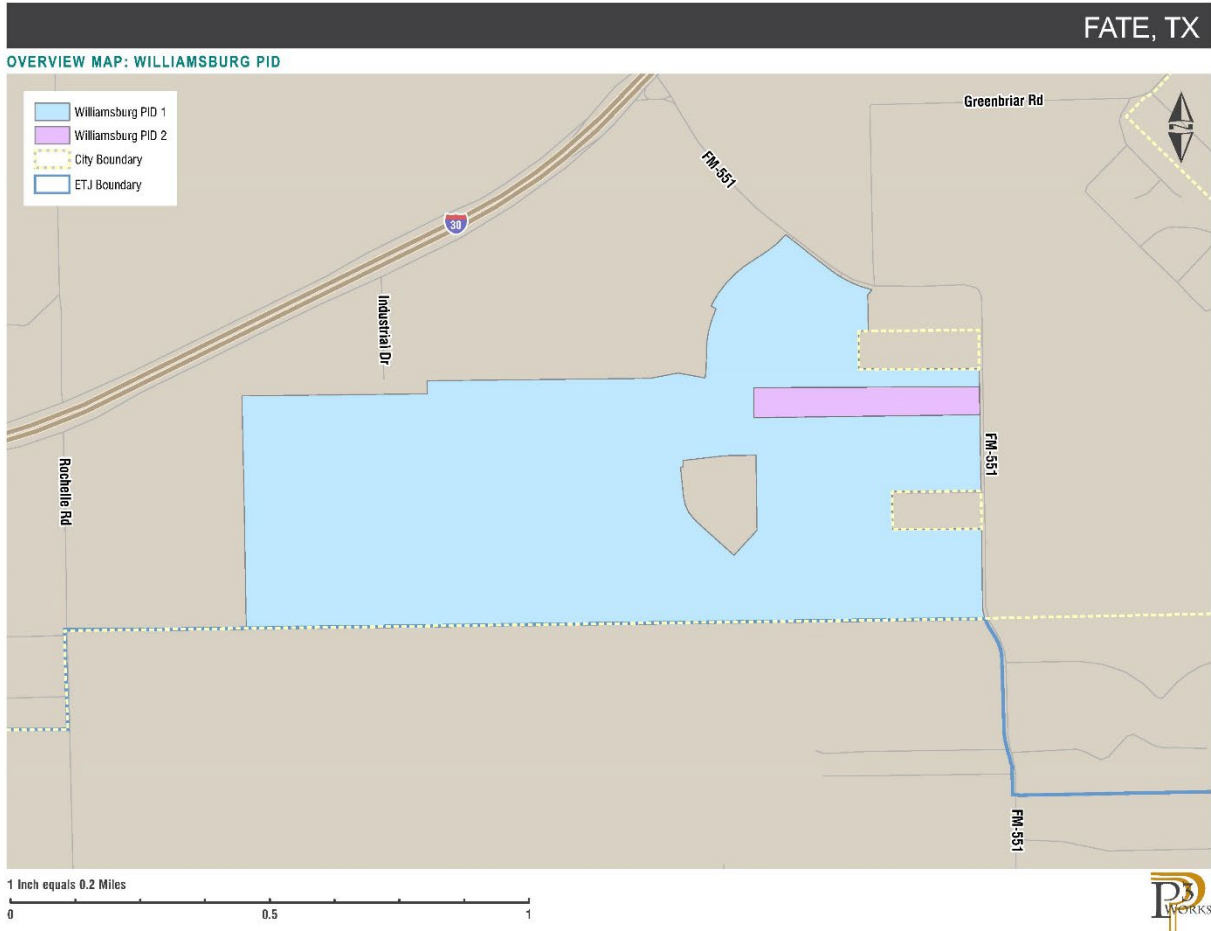
or

Andre Ayala
Managing Director
Hilltop Securities, Inc.
717 N. Harwood St., Suite 3400
Dallas, Texas 75201
(214) 953-4000

REGIONAL LOCATION MAP OF THE DISTRICT



MAP SHOWING BOUNDARIES OF PID NO. 1 AND PID NO. 2 IN THE WILLIAMSBURG DEVELOPMENT



MAP SHOWING BOUNDARIES OF ALL PHASES



FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM (THE "RULE" OR "RULE 15C2-12"), THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN DEEMED "FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

EACH INITIAL PURCHASER IS ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING INITIALLY OFFERED AND SOLD ONLY TO A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT. SEE "LIMITATIONS APPLICABLE TO PROSPECTIVE PURCHASERS." EACH INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH A PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS." EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGEMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO PROSPECTIVE PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NEITHER THE CITY NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF ANY SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE “FORWARD-LOOKING STATEMENTS” WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS “PLAN,” “EXPECT,” “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “BUDGET” OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE CITY NOR THE UNDERWRITER PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF THE EXPECTATIONS, EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE – THE CITY” AND “– THE DEVELOPER,” RESPECTIVELY.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

TABLE OF CONTENTS

INTRODUCTION	1	Major Employers	30
PLAN OF FINANCE	2	Demographic and Economic Statistics	30
The Bonds	2	Employment Rates (Rockwall County).....	30
Development Plan	2	Building Permits.....	31
LIMITATIONS APPLICABLE TO		Surrounding Employment Activity	31
PROSPECTIVE PURCHASERS	4	THE DISTRICT	32
DESCRIPTION OF THE BONDS	5	General	32
General Description.....	5	Powers and Authority	32
Redemption Provisions.....	5	Status of the District	32
BOOK-ENTRY ONLY SYSTEM	7	THE PHASE 2A AND 3A2	
SECURITY FOR THE BONDS.....	9	IMPROVEMENTS	32
General	9	General	32
Pledged Revenues.....	10	Ownership and Maintenance of	
Collection and Deposit of Assessment		Improvements.....	33
Revenues	11	THE DEVELOPMENT	33
Unconditional Levy of Assessments	12	Overview	33
Perfect Security Interest.....	12	Completed and Anticipated Build-Out	
Pledged Revenue Fund.....	13	Schedule of Development	34
Bond Fund.....	13	Status of Development in Phase 2A and	
Reserve Fund.....	14	3A2.....	35
Administrative Fund.....	15	History of Home/Lot Sales – Last Six	
Project Fund	16	Months of 2021	35
Defeasance.....	16	Estimated Absorption of Phase 2A and	
Events of Default.....	17	3A2 Lots.....	35
Remedies in Event of Default.....	17	Lot Sizes; Estimated Home Prices in	
Restriction on Owner’s Actions	18	Phase 2A and 3A2.....	35
Application of Revenues and Other		Photographs of the Development and	
Moneys After Event of Default.....	18	Phase 2A and 3A2.....	36
Investment or Deposit of Funds.....	19	Zoning/Permitting	39
Against Encumbrances	19	Environmental	39
Additional Obligations	20	Utilities	39
SOURCES AND USES OF FUNDS.....	20	Existing Mineral and Groundwater	
DEBT SERVICE REQUIREMENTS – THE		Rights	39
BONDS	21	Competition.....	40
OVERLAPPING TAXES AND DEBT.....	22	THE DEVELOPER	40
Overlapping Jurisdictions Tax Rates	22	General	40
Overlapping Debt Table	23	Description of the Developer.....	41
Homeowner’s Association.....	23	Marketing of the Development.....	41
ASSESSMENT PROCEDURES.....	23	History and Financing of the	
General	23	Development	41
Assessment Methodology.....	24	THE PID ADMINISTRATOR.....	41
Collection and Enforcement of		BONDHOLDERS’ RISKS.....	42
Assessment Amounts	24	General	42
Assessment Amounts.....	26	Deemed Representations and	
Assessment Payer Concentration.....	26	Acknowledgment by Investors.....	43
Collection of Assessments on Prior		Depletion of Reserve Fund; No	
Phases.....	27	Prefunding of Delinquency and	
Prepayment of Assessments	27	Prepayment Reserve Account	46
Priority of Lien	28	Hazardous Substance.....	47
Foreclosure Proceedings.....	28	Regulation	47
THE CITY	29	Recent Changes in State Law Regarding	
Background	29	Public Improvement Districts.....	47
City Government	29		
Education.....	29		

Potential Future Changes in State Law Regarding Public Improvement Districts	48
100-Year Flood Plain and Severe Weather Events	48
TAX MATTERS	53
Opinion.....	53
Federal Income Tax Accounting Treatment of Original Issue Discount	54
Collateral Federal Income Tax Consequences.....	54
State, Local and Foreign Taxes	55
Information Reporting and Backup Withholding.....	55
Future and Proposed Legislation	55
LEGAL MATTERS	56
Legal Proceedings	56
Legal Opinions	56
Litigation – The City	56
Litigation – The Developer	57
SUITABILITY FOR INVESTMENT	57
ENFORCEABILITY OF REMEDIES	57
NO RATING	57
CONTINUING DISCLOSURE.....	57
The City.....	57
Compliance with Prior Undertakings - City.....	58
The Developer.....	58
Compliance with Prior Undertakings – The Developer.....	58
UNDERWRITING	59
REGISTRATION AND QUALIFICATION OF BONDS FOR SALE.....	59
LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS.....	59
INVESTMENTS	59
INFORMATION RELATING TO THE TRUSTEE	61
SOURCES OF INFORMATION	62
General	62
Source of Certain Information.....	62
Experts.....	62
Updating of Limited Offering Memorandum	62
FORWARD-LOOKING STATEMENTS	63
AUTHORIZATION AND APPROVAL.....	63
APPENDIX A Form of Indenture	A
APPENDIX B Service and Assessment Plan	B
APPENDIX C Form of Opinion of Bond Counsel	C
APPENDIX D-1 Form of Disclosure Agreement of Issuer	D-1

APPENDIX D-2 Form of Disclosure Agreement of Developer	D-2
APPENDIX E Funding Agreement (including Assignment to the Developer)	E
APPENDIX F Reimbursement Agreement	F

LIMITED OFFERING MEMORANDUM

\$7,635,000*

CITY OF FATE, TEXAS,

(a municipal corporation of the State of Texas located in Rockwall County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1 PHASE 2A AND 3A2)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Fate, Texas (the "City"), of its \$7,635,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Williamsburg Public Improvement District No. 1 Phase 2A and 3A2) (the "Bonds").

PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE "SUITABILITY FOR INVESTMENT" AND "BONDHOLDERS' RISKS."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), the ordinance authorizing the issuance of the Bonds to be enacted by the City Council of the City (the "City Council") on April 4, 2022 (the "Bond Ordinance"), and an Indenture of Trust, dated as of April 15, 2022 (the "Indenture"), entered into by and between the City and Wilmington Trust, National Association, as trustee (the "Trustee"). The Bonds will be secured by a pledge and lien upon the Trust Estate (as defined in the Indenture) consisting primarily of revenue from special assessments (the "Assessments") levied pursuant to a separate ordinance adopted by the City Council on December 6, 2021 (the "Assessment Ordinance") against assessed parcels (the "Assessed Property") located within Phase 2A and 3A2 of the Williamsburg Public Improvement District No. 1 (the "District"), all to the extent and upon the conditions described herein and in the Indenture. See "SECURITY FOR THE BONDS" and "ASSESSMENT PROCEDURES." The District, including Phase 2A and 3A2, is part of the existing master-planned community development known as "Williamsburg" (the "Development"). See "THE DEVELOPMENT."

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum that are not otherwise defined herein shall have the meanings set forth in the Indenture. See "APPENDIX A – Form of Indenture."

References to web site addresses presented herein are for informational purposes and may be in the form of a hyperlink solely for the readers' convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum.

Set forth herein are brief descriptions of the City, the District, the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (defined herein), the Funding Agreement (defined herein), the Reimbursement Agreement (defined herein), D.R. Horton-Texas, Ltd., a Texas limited partnership (the "Developer"), and P3Works, LLC (the "Administrator"), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified by reference to such documents or such PID Act in their entirety and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the office of the Underwriter. The Form of Indenture appears in APPENDIX A and the Service and Assessment Plan appears as APPENDIX B. The information provided under this caption "INTRODUCTION" is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

* Preliminary, subject to change.

PLAN OF FINANCE

The Bonds

Proceeds of the Bonds will be used primarily to provide funds for (i) paying a portion of the costs of the Phase 2A and 3A2 Improvements (defined herein) within Phases 2A and 3A2 (“Phase 2A and 3A2”) of the Williamsburg Public Improvement District No. 1 (the “District”), (ii) funding the initial deposit to the Administrative Fund (defined herein) for the payment of the initial Annual Collection Costs (defined herein), and (iii) paying Bond Issuance Costs (defined herein), including funding the Reserve Fund (defined herein). To the extent that a portion of the proceeds of the Bonds is allocated for the payment of the costs of issuance of the Bonds and less than all of such amount is used to pay such costs, the excess amount may, at the option of the City, be transferred to the Bond Improvement Account of the Project Fund (both defined herein) or to the Principal and Interest Account of the Bond Fund (both defined herein) to pay interest on the Bonds. See “SOURCES AND USES OF FUNDS,” “THE PHASE 2A AND 3A2 IMPROVEMENTS” and “APPENDIX A – Form of Indenture.”

The City previously issued the Prior Bonds (defined below) to finance the costs of certain local infrastructure benefitting Phase 1A, Phase 1B, Phase 1B2, 1B3 and Phase 2B, 2C, 3A1 of the District, and Phase 1C of Williamsburg Public Improvement District No. 2 (“PID No. 2”). The Bonds are being issued solely to finance the Phase 2A and 3A2 Improvements in Phase 2A and 3A2. **The Bonds and all Prior Bonds issued by the City are separate and distinct issues of securities secured by separate special assessments.**

Payment of the Bonds is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of Assessments to be levied against the assessable parcels or lots within Phase 2A and 3A2, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS” and “ASSESSMENT PROCEDURES.” **The Bonds shall never constitute an indebtedness or general obligation of the City, the State or any other political subdivision of the State, within the meaning of any Constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Pledged Revenues and other funds comprising the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.**

Development Plan

Pursuant to the Williamsburg Public Improvement District No.1 Funding Agreement dated as of December 19, 2011 (the “Funding Agreement”) among the City, CTMGT Williamsburg, LLC (“CTMGT”) and MU Williamsburg, LLC (collectively with CTMGT Williamsburg, LLC, and other CTMGT affiliates related to the Development, “CTMGT”), the purpose of the District is to undertake and finance, in phases, the cost of public improvement projects authorized by the PID Act (each a “Phase Improvement”) and approved by the City Council that confer a special benefit on the portion of the District property being developed in a phase, as shown in the “MAP SHOWING BOUNDARIES OF PID NO. 1 AND PID NO. 2 IN THE WILLIAMSBURG DEVELOPMENT” on page iv. CTMGT has agreed to develop, in approximately ten (10) phases, infrastructure to serve each phase of the District.

The District contains approximately 436.963 acres located within the corporate limits of the City. In addition to the District, the City previously established PID No. 2 (known as “Williamsburg Phase 1C”) shown in the “MAP SHOWING BOUNDARIES OF PID NO. 1 AND PID NO. 2 IN THE WILLIAMSBURG DEVELOPMENT” on page iv. CTMGT developed local infrastructure to serve PID No. 2 (the “Phase 1C Improvements”). The District and PID No. 2 are portions of an existing master-planned residential community development known as “Williamsburg.”

Phase 1A and Phase 1B of the District, and Phase 1C of PID No. 2, for which a portion of the Prior Bonds were previously issued, have been completed, with a total of 512 fully developed lots.

Phase 1B2-1B3 for which a portion of the Prior Bonds were previously issued has a total of 217 fully developed lots.

In April 2016, DRH Land Opportunities I, Inc., an affiliate of the Developer, purchased all of the undeveloped land in the District (the “Purchased Property”) from CTMGT. At such time, CTMGT assigned its rights and obligations under the Funding Agreement to DRH Land Opportunities I, Inc. Ownership of the undeveloped land and the rights under the Funding Agreement were transferred and assigned to the Developer in April 2016. See “THE DEVELOPMENT – Overview.”

The Purchased Property represents approximately 298.042 acres within the District and is currently divided into Phases 1B2, 1B3, 2A, 2B, 3A1, 3A2, 3B and 3C. Phases 2A and 3A2 are referred to together as “Phase 2A and 3A2.” Except for developed lots already sold to third parties (see “THE DEVELOPMENT”), the Developer is the sole owner of the property within Phase 2A and 3A2. The Developer is the sole homebuilder currently active within the District.

Phase 2A and 3A2 of the District includes approximately 97.302 acres and has been subdivided into 275 single-family lots. The Phase 2A and 3A2 Improvements have been completed. The timeline for the full development of the property in Phase 2A and 3A2 is set forth in “THE DEVELOPMENT.” With the development of Phase 2A and 3A2, seven (7) phases of development within the District will have been completed. The Developer expects that the remaining phases will be completed by approximately June 2025. Following the completion and build out of all phases, it is anticipated that 1,400 homes will be constructed in the District.

The PID Act and the Funding Agreement authorized the City and the Developer to enter into a reimbursement agreement in connection with the financing of the Phase 2A and 3A2 Improvements. Accordingly, the City and the Developer entered into the Williamsburg Public Improvement District No. 1 Phase 2A and 3A2 Reimbursement Agreement (the “Reimbursement Agreement”), effective December 6, 2021, pursuant to which the City agreed to reimburse the Developer for a portion of the costs of the Phase 2A and 3A2 Improvements following the City’s acceptance thereof. See “APPENDIX F – Reimbursement Agreement.”

The Developer has conveyed the completed public improvements in Phase 2A and 3A2 to the City and the public improvements in Phase 2A and 3A2 have been accepted by the City. Accordingly, proceeds of the Bonds will be used, in part, to reimburse the Developer for a portion of the costs of the Phase 2A and 3A2 Improvements. That portion of the costs of the Phase 2A and 3A2 Improvements not reimbursed through the sale of the Bonds will be borne by the Developer from cash on hand, and no additional special assessments have been or will be levied on the Phase 2A and 3A2 property to reimburse the Developer for such costs. The Bonds will be secured by Assessments on property in Phase 2A and 3A2 only. See “THE PHASE 2A AND 3A2 IMPROVEMENTS” and “SECURITY FOR THE BONDS.”

Phase 2A and 3A2 of the District includes 275 platted single-family lots. As of December 2021, the Developer has spent cash on hand in excess of \$9,000,000 improving Phase 2A and 3A2 of the District. Only a portion of such costs, in the approximate amount of \$6,502,245*, will be paid with proceeds of the Bonds.

The City previously issued \$4,625,000 City of Fate, Texas, Special Assessment Revenue Bonds, Series 2014 (Williamsburg Public Improvement District No. 1 Phase 1A) (the “Phase 1A Bonds”), \$2,250,000 City of Fate, Texas, Special Assessment Revenue Bonds, Series 2014 (Williamsburg Public Improvement District No. 1 Phase 1B) (the “Phase 1B Bonds”), \$4,810,000 City of Fate, Texas Special Assessment Revenue Bonds, Series 2018 (Williamsburg Public Improvement District No. 1 Phase 1B2-1B3) (the “Phase 1B2-1B3 Bonds”), \$7,250,000 City of Fate, Texas, Special Assessment Revenue Bonds, Series 2019 (Williamsburg Public Improvement District No. 1 Phase, 2B, 2C, 3A1) (the “Phase 2B, 2C, 3A1 Bonds”), and \$1,200,000 City of Fate, Texas, Special Assessment Revenue Bonds, Series 2014 (Williamsburg Public Improvement District No. 2 Phase 1C) (the “Phase 1C Bonds”) and, collectively with the Phase 1A Bonds, the Phase 1B Bonds, the Phase 1B2-1B3 Bonds and the Phase 2B, 2C, 3A1 Bonds, the “Prior Bonds”), to finance the costs of certain local infrastructure benefitting Phase 1A, 1B, Phase 1B2-1B3 and Phase 2B, 2C, 3A1 of the District, and Phase 1C of PID No. 2, respectively. The Prior Bonds were secured by assessments within their corresponding phases. See “MAP SHOWING BOUNDARIES OF ALL PHASES.”

The Bonds and each of the Prior Bonds are separate and distinct issues of securities secured by separate assessments. The special assessments collected in Phase 1A, Phase 1B, Phase 1B2-1B3, Phase 2B, 2C, 3A1 and Phase 1C are not pledged to the payment of the Bonds, and Bondholders shall never have the right to demand payment on the Bonds out of any assessments collected on Phase 1A, Phase 1B, Phase 1B2-1B3, Phase 2B, 2C, 3A1 or Phase 1C.

* Preliminary, subject to change.

LIMITATIONS APPLICABLE TO PROSPECTIVE PURCHASERS

Each prospective purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being initially offered and sold only to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “Securities Act of 1933”), and “accredited investors” as defined in Rule 501 of Regulation D of the Securities Act. Each initial purchaser of the Bonds (each, an “Investor”) will be deemed to have acknowledged and represented to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute any instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is an “accredited investor” under Rule 501 of Regulation D of the Securities Act of 1933 or a “qualified institutional buyer” under Rule 144A of the Securities Act of 1933, and, therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes for an indefinite period of time and does not intend at this time to dispose of all or any part of the Bonds. However, the Investor may sell at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Phase 2A and 3A2 Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Investor Information”). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information, and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor’s purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor’s decision to purchase the Bonds except for gross negligence, fraud or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid by the City to the Trustee pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the full faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their Date of Delivery to the Underwriter and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on February 15, 2023, and on each August 15 and February 15 thereafter (each an “Interest Payment Date”), until maturity or prior redemption. Wilmington Trust, National Association, is the initial Trustee and Paying Agent and Registrar (“Paying Agent/Registrar”) for the Bonds.

The Bonds will be issued in fully registered form without coupons. The Bonds will initially be issued in authorized denominations of \$25,000 or any integral multiple of \$1,000 in excess thereof (“Authorized Denominations”). See “DESCRIPTION OF THE BONDS – Authorized Denominations.”

Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See “BOOK-ENTRY ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

Redemption Provisions

Optional Redemption. The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, on any date on or after August 15, 20_, such date or dates to be fixed by the City, at a redemption price of 100% (expressed as a percentage of par), plus accrued interest to date of redemption (the “Redemption Price”).

Extraordinary Optional Redemption. In the event of a Prepayment, or if any other transfers are made into the Redemption Fund under the terms of the Indenture, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates or optional redemption date, in whole or in part, on any date, from amounts on deposit in the Redemption Fund, at the Redemption Price. See “ASSESSMENT PROCEDURES - Prepayment of Assessments” for the definition and description of Prepayments. See also “APPENDIX A – FORM OF INDENTURE.”

Mandatory Sinking Fund Redemption. The Bonds maturing on August 15 in each of the years ___, ___, ___, and ___ (collectively, the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedules:

<u>\$ _____ Term Bonds maturing August 15, 20 _____</u>	
<u>Mandatory Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
August 15, 20_	\$
August 15, 20_	
August 15, 20_	
August 15, 20_	
August 15, 20_*	

*Maturity

At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select by lot a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided by the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date, pursuant to the Indenture, shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date, pursuant to the Indenture, shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in the Indenture or the extraordinary optional redemption provisions in the Indenture and not previously credited to a mandatory sinking fund redemption.

Partial Redemption. If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the principal amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

If less than all of the Bonds are called for optional redemption, the Trustee shall rely on directions provided in a City Order in selecting the Bonds to be redeemed.

If less than all of the Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Notice of Redemption. Upon receipt of a City Order of redemption by the City, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Any such notice shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Notice of redemption having been given as provided in the Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the redemption price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and

annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon receipt of a City Order of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed. Upon surrender of any Bond for redemption in part, the Trustee, in accordance with the provisions of the Indenture, shall authenticate and deliver in exchange thereof a Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Notice of Redemption and DTC Notices. The Paying Agent/Registrar and the City, so long as a book-entry-only system is used for the Bonds, will send any notice of redemption relating to the Bonds only to DTC. Any failure by DTC to advise any DTC participant, or of any DTC participant or indirect participant to notify the Beneficial Owner, will not affect the validity of the redemption of the Bonds called for redemption or any other action premised on any such notice. Redemptions of portions of the Bonds by the City will reduce the outstanding principal amount of such Bonds held by DTC. In such event, DTC may implement, through its book-entry-only system, a redemption of such Bonds held for the account of DTC participants in accordance with its rules or other agreements with DTC participants and then DTC participants and indirect participants may implement a redemption of such Bonds from the Beneficial Owners. Any such selection of Bonds within a maturity to be redeemed will not be governed by the Indenture and will not be conducted by the City or the Paying Agent/Registrar. Neither the City nor the Paying Agent/Registrar will have any responsibility to DTC participants, indirect participants or the persons for whom DTC participants act as nominees, with respect to the payments on the Bonds or the providing of notice to DTC participants, indirect participants, or Beneficial Owners of the selection of portions of the Bonds for redemption. See “BOOK-ENTRY ONLY SYSTEM.”

BOOK-ENTRY ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company (“DTC”), New York, New York, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The information in this section concerning DTC and DTC’s book-entry-only system has been obtained from sources that the City believes to be reliable, but none of the City, the City’s Financial Advisor or the Underwriter takes any responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC participants, (2) DTC participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct

Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of “AA+.” The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

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

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

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

Redemption notices for the Bonds shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

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

Redemption proceeds on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts

of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City, the Trustee or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

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

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City’s Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE CITY’S ATTORNEY, THE TRUSTEE, THE PAYING AGENT, THE CITY’S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

Use of Certain Terms in Other Sections of this Limited Offering Memorandum. In reading this Limited Offering Memorandum it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Limited Offering Memorandum to registered owners should be read to include the person for which the participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System and (ii) except as described above, notices that are to be given to registered owners under the Indenture will be given only to DTC.

SECURITY FOR THE BONDS

General

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE APPENDIX A – FORM OF INDENTURE.”

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the pledged revenues (the “Pledged Revenues”), consisting primarily of Assessments levied against the assessable parcels or lots within Phase 2A and 3A2 and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. Phase 2A and 3A2 contains approximately 97.302 acres, all of which will be subject to the Assessments. In accordance with the PID Act, the City has caused the preparation of an amended and restated Service and Assessment Plan (as amended, updated and supplemented, the “Service and Assessment Plan”), which describes the special benefit received by the property within Phase 2A and 3A2 (such benefitted Phase 2A and 3A2 property is referred to herein as the “Assessed Property”), provides the basis and justification for the determination of special benefit on the Assessed Property, establishes the methodology for the levy of Assessments, and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. In the Bond Ordinance, the City Council will approve an update to the Service and Assessment Plan to reflect the final terms of sale of the Bonds (the “SAP Update”). In addition, the Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (defined below) of Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See “APPENDIX B – Service and Assessment Plan.”

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of applicable law to finance the Phase 2A and 3A2 Improvements by levying the Assessments upon the Assessed Property. For a description of the assessment methodology and the amounts of Assessments anticipated to be levied in the District, see “ASSESSMENT PROCEDURES” and “APPENDIX B – Service and Assessment Plan.”

The Bonds are secured by a pledge of and a lien upon the Pledged Revenues (defined below), consisting primarily of Assessment Revenues (defined below), and other funds comprising the Trust Estate, all and to the extent and upon the conditions described in the Indenture. Pursuant to the Indenture:

“Annual Collection Costs” means the actual or estimated costs (including reasonable attorneys’ fees) paid or incurred in connection with: (1) the preparation of Annual Service Plan Updates and the resulting adjustments, if any, to Assessments or Annual Installments; (2) the computation, collection, and application of payments of Assessments and Annual Installments and any other payments related thereto; (3) the performance of any duties or obligations imposed by the Service and Assessment Plan or the Indenture related to (i) the computation, collection, and application of payments of Assessments and Annual Installments and any other related payments, or (ii) the use of any of the foregoing payments to pay the Phase 2A and 3A2 Costs; (4) maintaining books and records with respect to the foregoing; and (5) payment of debt service or any other obligations related to the Bonds as required by the Indenture and costs incurred performing any other duties or obligations imposed by the Indenture (including the calculation and disposition of the costs of arbitrage).

“Annual Installment” means, for a Parcel for which the Assessment will be collected in installments, the “Phase 2A and 3A2 Annual Installments” (as defined in the Service and Assessment Plan), equal to the sum of: (1) the annual installment of the principal amount of the Assessment; (2) annual interest on the unpaid principal amount of the Assessment; (3) Annual Collection Costs allocated to such Assessed Property; (4) Delinquent Collection Costs attributable to such Assessed Property; and (5) Annual Administrative Costs (up to a maximum amount determined by the Additional Interest) allocated to such Assessed Property.

“Assessed Property” means the property located in the District that benefits from the Phase 2A and 3A2 Improvements and is defined as the “Phase 2A and 3A2 Assessed Property” in the Service and Assessment Plan.

“Assessment Revenues” means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments, and Foreclosure Proceeds.

“Assessments” means an assessment levied against Assessed Property based on the special benefit conferred on such Parcels by the Phase 2A and 3A2 Improvements and is defined as the “Phase 2A and 3A2 Assessment” in the Service and Assessment Plan.

“Delinquent Collection Costs” means, for a Parcel, interest, penalties and attorneys’ fees that are authorized by the PID Act and by the Assessment Ordinance and that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent payments due under the Service and Assessment Plan, including costs and expenses related to the foreclosure of liens.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Pledged Funds” means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenues” means, collectively, the (i) Assessment Revenues (excluding that portion of the Assessments and the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs as set forth in the Service and Assessment Plan); (ii) the moneys held in the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of the Bonds.

In the Indenture, the City covenants that it will take and pursue all reasonable actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof to be enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments; provided that the City is not required to expend funds for collection and enforcement of the Assessments other than funds on deposit in the Administrative Fund. See “APPENDIX A – Form of Indenture” and “APPENDIX B – Service and Assessment Plan.”

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney’s fees, if incurred) are a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims, except liens and claims for the State of Texas (the “State”), county, school district, municipality, or other political subdivisions of the State for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See “ASSESSMENT PROCEDURES.”

Collection and Deposit of Assessment Revenues

The Assessment Revenues (excluding that portion collected for the payment of Annual Collection Costs and Delinquent Collection Costs) shown on the Assessment Roll, together with the interest thereon, shall be deposited to the Pledged Revenue Fund for the payment of the principal of and interest on the Bonds as and to the extent provided in the Service and Assessment Plan and the Indenture.

The Assessments, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds (excluding the portion of the Assessments levied for Annual Collection Costs and the Additional Interest (defined herein)). An Annual Installment of an Assessment has been made payable in the Assessment Ordinance in each City fiscal year (“Fiscal Year”) preceding the date of final maturity of the Bonds which, if collected, will be sufficient to first pay debt service requirements attributable to the Bonds in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

A record of the Assessments on each parcel, tract, or lot in Phase 2A and 3A2 which are to be collected in each year during the term of the Bonds is shown on the Assessment Roll. Sums received from the collection of the Assessments to pay the debt service requirements (including delinquent installments, Foreclosure Proceeds and penalties and interest thereon) shall be deposited into the Pledged Revenue Fund, except that (1) amounts received as Prepayments shall be deposited into the Pledged Revenue Fund and shall thereafter be transferred to the Redemption Fund and (2) amounts collected as Additional Interest shall be deposited to the Pledged Revenue Fund and thereafter,

shall be transferred to the Accounts set forth in the Indenture. The Trustee shall deposit Foreclosure Proceeds in the Pledged Revenue Fund and after such deposit shall transfer the Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement and second, to replenish the Delinquency and Prepayment Reserve Requirement), and second, to the Redemption Fund to be used to redeem Bonds pursuant to the terms of the Indenture.

Sums received from the collection of the Assessments to pay Annual Collection Costs and any Delinquent Collection Costs shall be deposited directly to the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City has imposed Assessments on the Assessed Property to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each Fiscal Year. The Assessments shall be effective on the date, and strictly in accordance with the terms, of the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be due each year when billed. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1st of the following year. The initial Annual Installments will be due when billed and will be delinquent if not paid prior to February 1, 2023.

As authorized by Section 372.018(b) of the PID Act, the City will calculate and collect each year while the Bonds are Outstanding and unpaid, a portion of the Assessment to pay the Annual Collection Costs. The portion of each Annual Installment of an Assessment used to pay such Annual Collection Costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. Such portion of the Assessments to pay Annual Collection Costs do not secure repayment of the Bonds.

There will be no split payment of Assessments or discount for the early payment of Assessments.

Assessments, together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be a first and prior lien against the property assessed, superior to all other liens and claims, except liens or claims for State, county, school district or municipality ad valorem taxes and shall be a personal liability of and charge against the owner of the property regardless of whether the owners are named. The lien for Assessments and penalties and interest begins on the effective date of the Assessment Ordinance and continues until the Assessments are paid or until all Bonds are finally paid.

Failure to pay an Annual Installment when due shall not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate and such pledge is valid, effective, and perfected. The City will covenant in the Indenture that should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the Trust Estate is subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered Owners of the Bonds a security interest in such pledge, the City will take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur. See "APPENDIX A – Form of Indenture."

Pledged Revenue Fund

Upon receipt thereof, and no later than February 15 of each year, beginning February 15, 2023, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with the Indenture. Following such deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred, pursuant to a City Order provided to the Trustee, the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account, an amount sufficient to pay debt service on the Bonds next coming due in the calendar year, and (ii) second, if necessary, to the Reserve Account, an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in the Indenture and, immediately following the initial deposit to the Pledged Revenue Fund, and prior to any other transfers or deposits being made under this paragraph, the Additional Interest shall be transferred to the Funds and Accounts as prescribed by the Reserve Fund provisions in the Indenture. In addition, in the event the City owes Rebatable Arbitrage to the United States Government pursuant to the Indenture, the City shall provide a City Order to the Trustee to transfer to the Rebate Fund, prior to any other transfer under the Indenture, the full amount of Rebatable Arbitrage owed by the City, as further described in the Indenture. If any Assessments and Annual Installments remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such excess Assessments and Annual Installments for any one or more of the following purposes: (i) pay Phase 2A and 3A2 Costs, (ii) pay other costs permitted by the PID Act or (iii) deposit such excess into the Redemption Fund to redeem Bonds as provided in the Indenture. Along with each transfer to the Trustee, the City shall provide a certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund (as described under “Reserve Fund” below), there are insufficient funds to make the payments provided in the preceding paragraph, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

The Trustee shall deposit, within two business days after receipt thereof, Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund.

The Trustee shall deposit, within two business days after receipt thereof, the Foreclosure Proceeds into the Pledged Revenue Fund and after such deposit shall transfer such Foreclosure Proceeds, as directed by the City pursuant to a City Order, first to the Reserve Fund to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement and second, to replenish the Delinquency and Prepayment Reserve Requirement), and second, to the Redemption Fund to be used to redeem Bonds.

After satisfaction of the requirement to provide for the final payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund as directed by the City, which monies may be used for any lawful purpose for which Assessments may be used under the PID Act.

Bond Fund

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds.

Reserve Fund

General Provisions. Pursuant to the Indenture, a Reserve Account and a Delinquency and Prepayment Reserve Account will each be created within the Reserve Fund for the benefit of the Bonds and held by the Trustee.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first, from the Delinquency and Prepayment Reserve Account and second, from the Reserve Account to the Bond Fund the amounts necessary to cure such deficiency. In such event, notwithstanding anything to the contrary in the Indenture, the Additional Interest shall be used to replenish first, the Reserve Account and second, the Delinquency and Prepayment Reserve Account.

Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

At the final maturity of the Bonds, the amount on deposit in the Reserve Account and in the Delinquency and Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and the Redemption Fund is sufficient to pay the principal amount and interest due on all Outstanding Bonds on the next date the Bonds may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds on such date.

Reserve Account Provisions. Pursuant to the Indenture, the Reserve Account will be funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Pursuant to the Indenture, the “Reserve Account Requirement” for the Bonds will be an amount equal to the least of: (i) Maximum Annual Debt Service on the Bonds, (ii) 125% of average Annual Debt Service on the Bonds, and (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the proceeds of the Bonds; provided, however, that, at the option of the City, such amount may be recalculated on any Interest Payment Date or any date of redemption. As of the Delivery Date, the Reserve Account Requirement is \$ _____. See “APPENDIX B – Form of Indenture.”

Whenever, on any Interest Payment Date, or on any other date as directed by a City Order, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with the Indenture, unless within thirty (30) days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due to the Rebate Fund, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, (iii) to the Bond Improvement Account to pay Phase 2A and 3A2 Costs if such application and the expenditure of funds is expected to occur within three years of the Delivery Date, or (iv) to the Redemption Fund to be applied to the redemption of Bonds.

If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

In the event of an extraordinary optional redemption of Bonds resulting from funds being deposited into the Redemption Fund pursuant to any provision of the Indenture, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund

divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the funds on deposit in the Redemption Fund toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$1,000, from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with the Indenture, unless within thirty (30) days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due to the Rebate Fund, in accordance with the Indenture, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds or (iii) to the Redemption Fund to be applied to the redemption of the Bonds.

Delinquency and Prepayment Reserve Requirement. Pursuant to the Indenture, on or before February 15, 2023, and on or before February 15 of each year thereafter, the Trustee shall transfer the Additional Interest from the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account. At the time the Delinquency and Prepayment Reserve Requirement is fully accumulated in the Delinquency and Prepayment Reserve Account, the Trustee shall provide written notice thereof to the City, and thereafter, the Trustee shall begin transferring the Additional Interest to either (i) the Administrative Fund for the payment of Annual Collection Costs or (ii) the Redemption Fund to be used to redeem Bonds, as directed by the City pursuant to a City Order. In the event the Trustee does not receive a City Order directing the transfer of the Additional Interest to the Administrative Fund within forty-five (45) days of providing the foregoing notice to the City, the Trustee shall transfer the Additional Interest to the Redemption Fund to redeem Bonds and provide the City with written notification of such transfer. Notwithstanding the foregoing, if at any time the amount on deposit in the Delinquency and Prepayment Reserve Account falls below the Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated therein. In transferring the amounts pursuant to this paragraph, the Trustee may conclusively rely on a City Order (which shall be based on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan) unless and until it receives a City Order directing that a different amount be used. The Delinquency and Prepayment Reserve Requirement is [5.5]% of the principal amount of the Outstanding Bonds. The Additional Interest shall continue to be collected and deposited pursuant to this paragraph until the Bonds are no longer Outstanding.

Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the Delinquency and Prepayment Reserve Account exceed the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and such excess shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund. In the event that the Trustee does not receive a City Order directing the transfer of such excess to the Administrative Fund within forty-five (45) days of providing notice to the City of such excess, the Trustee shall transfer such excess to the Redemption Fund to redeem Bonds.

Administrative Fund

The City will create under the Indenture an Administrative Fund to be held by the Trustee. Upon receipt, the City shall transfer to the Trustee, for deposit to the Administrative Fund the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs as set forth in the Service and Assessment Plan. Monies in the Administrative Fund may be used as directed by City Order for the purposes set forth in the Service and Assessment Plan, including payment of the Annual Collection Costs and Delinquent Collection Costs. See “APPENDIX B – Service and Assessment Plan.”

THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS.

Project Fund

The Project Fund under the Indenture contains the Bond Improvement Account and the Costs of Issuance Account. Money on deposit in the Bond Improvement Account of the Project Fund shall be used for the payment of the costs of the Phase 2A and 3A2 Improvements.

Disbursements from the Costs of Issuance Account shall be made by the Trustee to pay specified portions of the Bond Issuance Costs pursuant to one or more City Orders. Disbursements from the Bond Improvement Account to pay Phase 2A and 3A2 Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment. Each such City Order and/or Certificate for Payment shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such City Order and/or Certificate for Payment and the Trustee may rely on such payment instructions with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

Defeasance

Any Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding within the meaning of the Indenture (a "Defeased Debt"), when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, upon redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

Furthermore, all rights of the City to initiate proceedings to call the Defeased Debt for redemption or take any other action amending the terms of the Defeased Debt are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the City: (i) in the proceedings providing for such defeasance, expressly reserves the right to call the Defeased Debt for redemption; (ii) gives notice of the reservation of that right to the owners of the Defeased Debt immediately following the defeasance; (iii) directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (iv) at or prior to the time of the redemption, satisfies the conditions of the preceding paragraph with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. "Investment Securities" means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; and provided further such investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations

of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an “Event of Default” under the Indenture:

- (i) the failure of the City to deposit the Assessment Revenues to the Pledged Revenue Fund;
- (ii) the failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;
- (iii) default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture and the continuation thereof, other than a default described under (iv) below, for a period of ninety (90) days after written notice specifying such default by the Trustee, which may give such notice in its discretion and which shall give such notice at the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than one hundred eighty (180) days after such notice; and
- (iv) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

Remedies in Event of Default

Upon the happening and continuance of any Event of Default, the Trustee may proceed, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall proceed, to protect and enforce the rights of the Owners under the Indenture by action seeking mandamus or by other suit, action, or special proceeding in equity or at law in any court of competent jurisdiction for any relief to the extent permitted by Applicable Laws including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or will be permitted.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due in an Event of Default, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and

application. In the event that the City shall fail to deliver to the Trustee such City Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

Whenever moneys are to be applied pursuant to an Event of Default, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate, and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner has any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy thereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing or of which it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in the Indenture, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the Indenture by its, his or their action or to enforce any right thereunder except in the manner provided in the Indenture, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided in the Indenture and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity shall, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy thereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys After Event of Default

All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture with respect to Events of Default shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including Trustee's counsel), liabilities, and advances incurred or made by the Trustee and the fees of the

Trustee in carrying out the Indenture, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or redemption price then due on the Bonds, as follows:

(i) FIRST: To the payment to the registered Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the registered Owners entitled thereto, without any discrimination or preference; and

(ii) SECOND: To the payment to the registered Owners entitled thereto of the unpaid principal of Outstanding Bonds, or redemption price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

In the event funds are not adequate to cure an Event of Default, the available funds will be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of the Indenture.

The Trustee shall make payments to the Owners of Bonds within thirty (30) days of receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment or Deposit of Funds

Money in any Fund or Account established pursuant to the Indenture, other than the Reserve Fund, shall be invested by the Trustee in Investment Securities as directed by the City pursuant to a City Order filed with the Trustee; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Order filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days.

Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

Against Encumbrances

Other than Refunding Bonds issued to refund all or a portion of any Outstanding Bonds or Outstanding Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under the Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

So long as Bonds are Outstanding, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and any Refunding Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Additional Obligations

Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City is not authorized to issue additional bonds, notes or other obligations secured by the Pledged Revenues or other property pledged under the Indenture. No Refunding Bonds may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds are scheduled to mature or be subject to mandatory sinking fund redemption on August 15 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds must be scheduled to be paid on February 15 and August 15 of the years in which interest is scheduled to be paid.

SOURCES AND USES OF FUNDS*

The table that follows summarizes the expected sources and uses of proceeds of the Bonds:

Sources of Funds:	
Principal Amount	\$
TOTAL SOURCES	\$
Use of Funds:	
Deposit to Bond Improvement Account of Project Fund	\$
Deposit to Reserve Account of the Reserve Fund	
Deposit to Costs of Issuance Account of the Project Fund	
Deposit to Administrative Fund	
Underwriter's Discount ⁽¹⁾	
TOTAL USES	\$

⁽¹⁾ Includes Underwriter's Counsel fee of \$ ____.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

* To be completed upon pricing of the Bonds.

DEBT SERVICE REQUIREMENTS – THE BONDS*

The following table sets forth the anticipated total debt service requirements for the Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

* To be completed upon pricing of the Bonds.

OVERLAPPING TAXES AND DEBT

The land within Phase 2A and 3A2 of the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments. The following table reflects the overlapping ad valorem tax rates currently levied on property located in the District.

Overlapping Jurisdictions Tax Rates

The City, Rockwall County, and the Rockwall Independent School District each levy ad valorem taxes upon land in the District for payment of debt and/or maintenance and operation expenses incurred by such entities. The City has no control over the level of ad valorem taxes or special assessments levied by other taxing authorities.

Williamsburg Public Improvement District No. 1 Phase 2A and 3A2 Project

Overlapping Jurisdictions Tax Rates

<u>Taxing Entity</u>	<i>At Delivery of Bonds Tax Year 2021 Ad Valorem Tax Rate ⁽¹⁾</i>	<i>Projected at Build Out Tax Year 2021 Ad Valorem Tax Rate ⁽¹⁾</i>
City of Fate	\$0.339872	\$0.339872
Rockwall County	0.313100	0.313100
Rockwall Independent School District	1.273600	1.273600
Total Tax Rate	<u>\$1.926572</u>	<u>\$1.926572</u>
Average Annual Installment for Phase 2A and 3A2 Project of the District as a tax rate equivalent per \$100 in value ⁽²⁾	<u>\$2.974785 ⁽³⁾</u>	<u>\$0.6471 ⁽⁴⁾</u>
Total Tax Rate and Average Annual Installment for Phase 2A and 3A2 of the District as tax rate equivalent per \$100 in value	<u>\$4.901357</u>	<u>\$2.57366</u>

- (1) As reported by the Appraisal District. Per \$100 taxable appraised value.
- (2) Average Annual Installment for Phase 2A and 3A2 Project of the District is preliminary and subject to change. Inclusive of principal and interest payments levies, additional interest levy and budgeted administrative levies throughout the life of the Bonds.
- (3) Based on \$19,620,000 Estimated Finished Lot Value for Phase 2A and 3A2 Project of the District as provided by the Developer.
- (4) Based on \$87,925,000 Estimated Average Fully Improved Value for Phase 2A and 3A2 Project of the District derived from information presented in Exhibit E of the Amended & Restated Service and Assessment Plan.

Sources: The Appraisal District and the Service and Assessment Plan.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Overlapping Debt Table

Phase 2A and 3A2 of the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes and assessments with respect to property within Phase 2A and 3A2 of the District:

Williamsburg Public Improvement District No. 1 Phase 2A and 3A2 Project Overlapping Debt Table

Taxing or Assessing Entity	Gross Outstanding Debt 03/15/22	Estimated Percentage Applicable ⁽¹⁾	Direct and Estimated Overlapping Debt ⁽¹⁾
The City (The Bonds) *	\$ 7,635,000	100.00%	\$7,635,000
The City (Ad Valorem Tax-Supported Debt)	23,345,000	1.10	256,021
Rockwall County	132,010,000	0.13	174,320
Rockwall Independent School District	587,593,438	0.16	955,721
	<u>\$750,583,438</u>		<u>\$9,021,062</u>

* Preliminary, subject to change.

⁽¹⁾ Based on \$19,620,000 Estimated Finished Lot Value for Phase 2A and 3A2 Project of the District as provided by the Developer and on the Tax Year 2021 Taxable Assessed Valuation for the taxing entities as certified by Rockwall Central Appraisal District.

Sources: Municipal Advisory Council of Texas, the Appraisal District and the Service and Assessment Plan.

Homeowner's Association

In addition to the Assessments and the taxes described herein, each residential lot owner in the District will pay to the Williamsburg Fate Homeowners' Association, Inc. (the "HOA") an annual HOA fee of \$650 per lot, as well as a one-time fee of \$250 at closing.

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Phase 2A and 3A2 Improvements through Assessments, it must adopt a resolution generally describing the Phase 2A and 3A2 Improvements allocable to the District and the land within the District to be subject to Assessments to pay the costs therefor. The City has caused an assessment roll to be prepared for Phase 2A and 3A2 of the District (the "Assessment Roll"), which Assessment Roll shows the land within Phase 2A and 3A2 of the District to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments in which the Assessment is divided. Statutory notice was given to the owners of the property to be assessed and, on December 6, 2021, a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Phase 2A and 3A2 Improvements and funding the same with Assessments. Following the hearing, the City levied the Assessments and adopted the Assessment Ordinance. Following such adoption, the Assessments became legal, valid and binding liens upon the property against which the Assessments are made. The Assessment Roll has been filed with the City Secretary and made available for public inspection.

Under the PID Act, the costs of the Phase 2A and 3A2 Improvements may be assessed by the City against the assessable property in Phase 2A and 3A2 of the District so long as the special benefit conferred upon the assessed property by the Phase 2A and 3A2 Improvements equals or exceeds the Assessments. The costs of the Phase 2A and 3A2 Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on assessed property similarly benefited. The allocation of benefits and assessments to the benefitted land within

Phase 2A and 3A2 of the District is presented in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX B – Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Phase 2A and 3A2 Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Phase 2A and 3A2 Improvements to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Phase 2A and 3A2 Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues, consisting primarily of the Assessments.

In the Bond Ordinance, the City Council will approve the SAP Update to reflect the final terms of the Bonds, and the City Secretary will file the SAP Update in the Rockwall County real property records within seven (7) days of the date on which the Bond Ordinance is adopted.

As set forth in the Service and Assessment Plan, the benefits received by the Phase 2A and 3A2 Improvements will be spread among the existing parcels in Phase 2A and 3A2 of the District (the Assessed Property) based on the estimated fully improved value of each parcel within Phase 2A and 3A2 of the District. The parcels are classified according to size and for each lot type an estimate of fully improved value is provided. The lot types are given an “Equivalent Unit Value” based on their relative estimated improved values. The costs of the Phase 2A and 3A2 Improvements are then allocated among the total Equivalent Unit Values for all 275 lots within Phase 2A and 3A2 of the District to produce an assessment per “Equivalent Unit.” The assessment per Equivalent Unit, when multiplied times the Equivalent Unit Value for each lot type, produces a maximum assessment per lot type as follows:

Phase 2A, 3A2							
Lot Type	Estimated Buildout Value	Equivalent Unit Value	Number of Dwellings	Equivalent Units per Lot Type	Assessment per Equivalent Unit	Maximum Assessment	Total Assessment
Lot Type 1 (70')	\$ 325,000	1.0000	130	130.00	\$ 28,221	\$ 28,221	\$ 3,668,794
Lot Type 2 (50')	\$ 315,000	0.9692	145	140.54	\$ 28,221	\$ 27,353	\$ 3,966,206
			275	270.54			\$ 7,635,000

Preliminary, subject to change.

Source: Service and Assessment Plan

The City has determined the method of allocation for the costs of the Phase 2A and 3A2 Improvements will result in the imposition of equal shares of the Assessments on parcels similarly situated within the District. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan 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 Developer, all other current owners of property within the District and all future owners and developers within the District. See “APPENDIX B – Service and Assessment Plan.”

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as regular ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney’s fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipality ad valorem taxes. See “BONDHOLDERS’ RISKS – Assessment Limitations.”

In the Indenture, the City covenants to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, the City staff shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual

Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Collection Costs shall be allocated pro rata among all Parcels.

In the Indenture, the City covenants, agrees and warrants that, for so long as any Bonds are Outstanding, it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law and available to the City, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

The City will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C to the Continuing Disclosure Agreement of Issuer and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments. See “APPENDIX D-1 – Form of Disclosure Agreement of Issuer.”

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due on October 1 of each year and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

<u>Date Payment</u>	<u>Cumulative</u>	<u>Cumulative</u>	
<u>Received</u>	<u>Penalty</u>	<u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney’s collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments would be paid as an Annual Collection Cost of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The maximum amounts of the Assessments have been established by the methodology described in the Service and Assessment Plan. The Assessment Roll sets forth for each year the Annual Installments for each Parcel. The Assessments will be levied against the Parcels comprising the Assessed Property as indicated on the Assessment Roll. See “APPENDIX B – Service and Assessment Plan.”

The Service and Assessment Plan will be updated prior to the closing of the Bonds to reflect the final pricing thereof.

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council will determine that the Assessments shall be initially allocated to the Phase 2A and 3A2 Assessed Property based on the ratio of the Equivalent Units of each Parcel to the total Equivalent Units within Phase 2A and 3A2 of the District. See “ASSESSMENT PROCEDURES – Assessment Methodology” and “APPENDIX B – Service and Assessment Plan.”

The total Assessments per Equivalent Unit is \$28,221.00 with the maximum assessment for each lot type being as follows: (i) 70 ft. lot: \$28,221.00 and (ii) 50 ft. lot: \$27,353.00. In addition, set forth below is the estimated average annual installment, for each such lot type. The Bonds are secured by a first lien on and pledge of Pledged Revenues, including the Assessments. See “SECURITY FOR THE BONDS” and “APPENDIX B – Service and Assessment Plan.”

Lot Size	Number of Lots	Maximum Assessment Per Lot*	Estimated Average Annual Installment Per Lot*
70'	130	\$28,221	\$2,103
50'	145	\$27,353	\$2,038

* Preliminary, subject to change.

Source: Service and Assessment Plan.

Estimated Lot and Home Prices in Improvement District No.1 Phase 2A and 3A2 and Value to Lien Ratios*

Lot Size	Number of Lots	Average Lot Value ⁽¹⁾	Total Average Home Values	Maximum Assessment per Lot ⁽²⁾	Debt to Average Lot Value	Average Home Value ⁽¹⁾	Debt to Average Home Value
70'	130	\$84,000	\$42,250,000	\$28,221	2.98 : 1	\$325,000	11.54 : 1
50'	145	\$60,000	\$45,675,000	\$27,353	2.19 : 1	\$315,000	11.54 : 1

* Preliminary, subject to change.

⁽¹⁾ Source: The Developer.

⁽²⁾ Source: Service and Assessment Plan.

Assessment Payer Concentration

The information appearing in the following table illustrates the largest special assessment payers in Phase 2A and 3A2 and the percentage of annual assessments to be paid by such property owners.

Property Owner	No. of Lots ⁽¹⁾	Percent of Lots	Outstanding Assessment*	Percent of Total Assessments
Developer	275	100%	\$7,635,000	100%

* Preliminary, subject to change.

⁽¹⁾ Based on the status of lot ownership provided by the Developer as of January 24, 2022.

Collection of Assessments on Prior Phases

The City previously issued the Prior Bonds to finance the costs of certain local infrastructure benefitting Phase 1A, Phase 1B, Phase 1B2-1B3, and Phase 2B, 2C, 3A1 of the District, and Phase 1C of PID No. 2.

Fiscal Year	Phase 1A Percent of Billed Assessments Collected	Phase 1B Percent of Billed Assessments Collected	Phase 1B2-1B3 Percent of Billed Assessments Collected	Phase 2B, 2C, 3A1 Percent of Billed Assessments Collected	Phase 1C Percent of Billed Assessments Collected
2021 ⁽¹⁾	95.83%	98.94%	97.77%	98.19%	95.25%
2020 ⁽¹⁾	100.00	100.00	99.54	99.54	99.77
2019 ⁽¹⁾	100.00	100.00	99.54	100.00	99.89
2018 ⁽²⁾	99.30	98.59	75.70	N/A	95.70

⁽¹⁾ Source: The Administrator.

⁽²⁾ Source: Annual Continuing Disclosure Report for each respective period ending September 30 as prepared by the prior Administrator.

The Bonds and any Prior Bonds issued by the City are separate and distinct issues of securities secured by separate special assessments.

Prepayment of Assessments

Voluntary Prepayments. Pursuant to the PID Act and the Indenture, the owner of any Assessed Property may voluntarily prepay (a “Prepayment”) all or part of any Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds. 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 payment of regularly scheduled Assessments.

Mandatory Prepayment. If an Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status (see “APPENDIX C - Form of Service and Assessment Plan”).

True-Up of Assessments if Maximum Assessment Exceeded at Plat. If, as a result of the division of any Parcel, the Assessment allocated to any Parcel exceeds the Maximum Assessment, then prior to the Parcel’s division, the person(s) requesting the division must prepay the amount by which the Assessment for the divided Parcel exceeds the Maximum Assessment. The division of any Parcel shall not be recorded without a letter from the Administrator confirming that the prepayment has been made (see “APPENDIX C - Form of Service and Assessment Plan”).

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the “Remaining Property”) following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by the 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 Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

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

Notwithstanding the preceding paragraphs under this subcaption, if the landowner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed as shown on a final plat, such landowner shall, upon receipt of the compensation for the Taken Property, be required to prepay the total amount of the Assessment levied against both the Taken Property and Remaining Property. The landowner 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 subcaption, the Assessments shall never be reduced to an amount less than is required to pay all debt service requirements on all outstanding Bonds.

Reduction of Assessments. If, as a result of cost savings or the failure to construct all or a portion of any Phase 2A and 3A2 Improvement, the Actual Costs of any Phase 2A and 3A2 Improvements are less than the Assessments, then the Trustee shall apply amounts on deposit in the Bond Improvement Account that are not expected to be used for the purposes of the Bond Improvement Account to redeem outstanding Bonds, unless otherwise directed by the City in a City Order. The Assessments shall never be reduced to an amount less than the amount required to pay all debt service requirements on all outstanding Bonds.

Priority of Lien

The Assessments or any reassessments thereof, the expense of collection, and reasonable attorney's fees, if incurred, constitutes a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The liens are effective from the date of the applicable assessment ordinance, until the date the corresponding bonds are paid, and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the special assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in State district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to Owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Assessment on the corresponding Assessed Property.

In the Indenture, the City covenants to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption of the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See “APPENDIX A – Form of Indenture.” See also “APPENDIX D-1 – Form of Disclosure Agreement of Issuer” for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

The City created the Delinquency and Prepayment Reserve Account under the Indenture and will fund such account as provided in the Indenture. The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If there are insufficient funds to pay foreclosure costs, the Owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See “SECURITY FOR THE BONDS – Delinquency and Prepayment Reserve Account of the Reserve Fund,” “APPENDIX A – Form of Indenture” and “APPENDIX B – Service and Assessment Plan.”

THE CITY

Background

The City of Fate, Texas is a political subdivision and municipal corporation of the State, located in Rockwall County, Texas. The City covers approximately 13.826 square miles. The City operates as a “home rule city” under the laws of the State. The City is a community located in the central portion of Rockwall County on Interstate 30, six miles east of Rockwall, 26 miles east of Dallas. The City consists of 58% rural farmland and open space and 42% residential and commercial. As of February 28, 2021, the City had approximately 21,535 residents based on utility billing accounts and is one of the 13 fastest growing cities in the Dallas – Fort Worth Metroplex.

City Government

The current members of the City Council and their respective expiration of terms of office are as follows:

<u>Name</u>	<u>Place</u>	<u>Term Expires</u> <u>(May)</u>
David Billings	Mayor	2025
Heather Buegeler	Place 1	2024
John Brandt	Place 2	2023
Christopher Ash	Place 3	2023
Allen Robbins	Place 4, Mayor Pro Tem	2025
Jim DeLand	Place 5	2024
Lance Megyesi	Place 6	2025

Select Administrative Staff of the City:

<u>Name</u>	<u>Position</u>
Michael Kovacs	City Manager
Raju Anthony	Director of Finance
Jon Thatcher	City Attorney

Education

The City is served by the Rockwall Independent School District (“Rockwall ISD”) in the northwestern portions of the City as well as the portions of the south, and the Royse City Independent School District (“Royse City ISD”) in the southern and eastern portions. Royse City ISD provides two campuses in Fate and Rockwall ISD provides one. The District will be served by the Rockwall ISD. See “THE DEVELOPMENT – Overview.”

Major Employers

The major employers in the City as of September 30, 2021, are set forth in the table below:

<u>Employer</u>	<u>Product or Service</u>	<u>No. of Employees</u>
Royse City ISD	School District	306
Rockwall ISD	School District	102
JCK Batch Plant	Concrete	79
City of Fate	Municipality	78
Highview Learning Center	Childcare	32
USA Erosion Inc	Construction	30
American Bobtail	Transportation	26
Spiral X LLC	Equipment	26
MAACO	Automobile Service	19
Trak Time	Railway Equipment	15
Mona Lisa Pizza	Restaurant	15

Source: Municipal Advisory Council of Texas

Demographic and Economic Statistics

<u>Fiscal Year</u>	<u>Estimated Population</u> ⁽¹⁾	<u>Personal Income</u>	<u>Per Capita Income</u> ⁽²⁾	<u>Average Age</u> ⁽²⁾	<u>School Enrollment</u> ⁽³⁾
2017	14,965	\$504,619,800	33,720	32.2	21,173
2018	16,100	542,859,800	33,718	31.6	21,917
2019	17,862	602,270,916	33,718	32.7	22,648
2020	20,000	790,720,000	39,536	34.3	22,648
2021	22,300	813,650,880	39,536	34.3	23,873

Sources:

⁽¹⁾ Utility billing accounts

⁽²⁾ US Census

⁽³⁾ Rockwall and Royse City ISD Annual Reports and Texas Education Agency Performance Report

Employment Rates (Rockwall County)

	<u>Average Annual</u>				
	<u>2021</u> ⁽¹⁾	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2016</u>
Civilian Labor Force	55,317	53,283	53,867	50,192	49,026
Total Employed	53,196	50,172	52,235	48,576	47,378
Total Unemployed	2,121	3,111	1,632	1,616	1,648
Unemployed Rate	3.8%	5.8%	3%	3.2%	3.4%

Source: Labor Market Information Department, Texas Workforce Commission

⁽¹⁾ As of September 30, 2021

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Building Permits

Year Ended 30-Sep	Commercial		Residential		Grand Total
	Number	Value	Number	Value	
2017	1	\$235,195	578	\$184,419,263	\$184,654,458
2018	1	154,579	548	172,805,147	172,959,726
2019	10	33,646,423	517	183,943,418	217,589,841
2020	11	48,555,660	722	250,093,376	298,649,036
2021 ⁽¹⁾	10	— ⁽²⁾	673	— ⁽²⁾	— ⁽²⁾

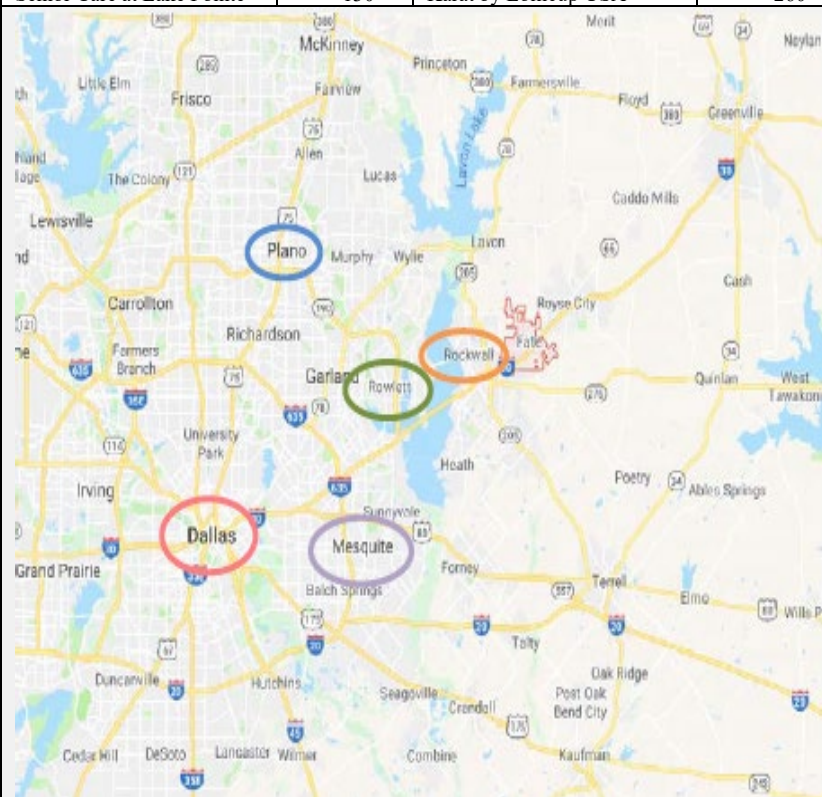
Source: City of Fate.

⁽¹⁾ As of September 30, 2021.

⁽²⁾ The City will no longer track this data.

Surrounding Employment Activity

City of Dallas Approximately 26 miles from the City		City of Rowlett Approximately 12 miles from the City		City of Rockwall Approximately 5 miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees
Texas Instruments Inc.	11,527	Garland ISD (City Schools only)	961	Rockwall ISD	1,944
Baylor University Medical Center	9,671	Baylor Scott & White	784	L-3 Harris Technologies	700
AT&T Inc.	8,100	City of Rowlett	521	Pegasus Foods	650
Southwest Airlines	7,859	Wal-Mart Supercenter	482	Texas Health Presbyterian Hospital	611
Texas Health Presbyterian Hospital Dallas	6,501	DR Horton	265	Channell Commercial	380
TXU	5,500	The Home Depot	189	Wal-Mart Superstore	350
Match Group	4,800	Target Corp.	166	Rockwall County	344
ClubCorp USA Inc.	4,634	Tom Thumb	145	City of Rockwall	303
Children's Medical Center of Dallas	4,487	Berry Family Services, Inc.	137	Texas Star Express	275
Walmart Store	4,205	Senior Care at Lake Pointe	130	Karat by Lolicup USA	260
City of Mesquite					
Approximately 20 miles from the City					
Employer	Employees				
Mesquite ISD	4,200				
Town East Mall	2,750				
United Parcel Service Inc.	2,300				
City of Mesquite	1,260				
Eastfield College	950				
Dallas Regional Medical Ctr	900				
Wal-Mart Supercenter	850				
Pepsi Beverages Co.	780				
Ashley Furniture	650				
Morrison Products	460				
City of Plano					
Approximately 25 miles from the City					
Employer	Employees				
JP Morgan Chase	4,934				
Capital One Finance	4,537				
Bank of America	4,500				
Toyota Motor North America, Inc.	3,815				
NTT Data, Inc.	3,134				
Liberty Mutual Insurance Company	2,854				
Ericsson	2,703				
J.C. Penney Co., Inc.	2,420				
USAA	2,092				
Fannie Mae	2,000				



Source: Texas Municipal Advisory Council

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by Resolution No. R-226 of the City adopted November 6, 2006, in accordance with the PID Act (the “Creation Resolution”) for the purpose of undertaking and financing the costs of certain public improvements within the District, including the Phase 2A and 3A2 Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being developed in a phase. The District is not a separate political subdivision of the State and is governed by the City Council. A map of the property within the District is included on pages v and vi hereof.

Powers and Authority

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City’s extraterritorial jurisdiction. The PID Act provides that the City may levy and collect assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Phase 2A and 3A2 Improvements. See “THE PHASE 2A AND 3A2 IMPROVEMENTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City and the Developer have entered into the Reimbursement Agreement for the purpose of reimbursing the Developer for a portion of the costs of certain grading, water system, sanitary sewer system, storm drainage system, paving and erosion control public improvements within and outside Phase 2A and 3A2 of the District comprising the Phase 2A and 3A2 Improvements, and to finance the City’s reimbursement obligation through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through the portion of the Assessments and Annual Installments levied and collected against the Assessed Property in Phase 2A and 3A2 that constitute Pledged Revenues under the Indenture. See “ASSESSMENT PROCEDURES” and “APPENDIX B – Service and Assessment Plan.”

Status of the District

See “PLAN OF FINANCE – Development Plan.”

THE PHASE 2A AND 3A2 IMPROVEMENTS

General

The Phase 2A and 3A2 Improvements consist of certain grading, water system, sanitary sewer system, storm drainage system, and paving public improvements within and outside of Phase 2A and 3A2 of the District, as well as consultant fees related to the same. Design and construction of the Phase 2A and 3A2 Improvements is governed by an Amended and Restated Land Use & Development Regulations Agreement (the “Development Agreement”), dated effective February 6, 2012, among the City, CTMGT and other parties thereto. The Development Agreement was assigned to the Developer on April 25, 2016. The Development Agreement required the Developer to adhere to City zoning rules and other specifications for the Phase 2A and 3A2 Improvements.

Phase 2A and 3A2 of the District includes 275 platted single-family lots. As of December 2021, the Developer has spent funds in excess of \$9,000,000 improving Phase 2A and 3A2 of the District. Only a portion of such costs, in the approximate amount of \$6,502,245*, will be paid with proceeds of the Bonds. The balance of the costs of the Phase 2A and 3A2 Improvements has been funded by the Developer from cash on hand. See “APPENDIX B – Service and Assessment Plan.”

* Preliminary, subject to change.

The following table reflects the expected combined costs of the Phase 2A and 3A2 Improvements as provided in the Service and Assessment Plan.

<u>Type of Improvement</u>	<u>Budgeted Costs</u>	<u>Actual Costs</u>
Roadway Improvements	\$2,513,392	\$2,433,696
Water System Improvements	910,873	857,634
Sanitary Sewer System Improvements	540,408	540,408
Storm Drainage System Improvements	1,397,275	1,397,275
Professional and Other Soft Costs ⁽¹⁾	<u>2,561,103</u>	<u>2,550,455</u>
Total Costs:	<u>\$7,923,051</u>	<u>\$7,779,468</u>

⁽¹⁾ Engineering and Surveying.

Ownership and Maintenance of Improvements

The Phase 2A and 3A2 Improvements have been completed, dedicated to and accepted by the City. The City will provide for the ongoing operation, maintenance and repair of the Phase 2A and 3A2 Improvements constructed and conveyed.

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City’s Financial Advisor and the Underwriter, and none of the City, the City’s Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed portions of this Limited Offering Memorandum and warrants and represents that neither (i) the information under the caption “THE DEVELOPMENT” nor (ii) the information relating to the Developer’s plan for developing the land within the District (the “Development”) under the subcaption “BONDHOLDERS’ RISKS – Dependence Upon Developer” contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Overview

The Development is an approximately 436.963-acre development, containing the majority of the land comprising the master planned residential community known as “Williamsburg.” The remaining approximately 15.985 acres of land in Williamsburg is located within PID No. 2. The Development is located within the corporate limits of the City, in Rockwall County, Texas, approximately 26 miles northeast of downtown Dallas, on I-30. The District is bounded on the west by Rochelle Road, generally bisected from east to west by Gettysburg Boulevard, and generally bisected from north to south by Williamsburg Parkway. The City, located in the north-east region of the Dallas-Fort Worth-Arlington TX Metropolitan Statistical Area (the “DFW MSA”), is poised for continued growth as the overall DFW MSA continues its growth trajectory.

General information regarding the prior ownership, prior phases within the District, and PID No. 2 can be found under the caption “PLAN OF FINANCE – Development Plan.”

On or about April 19, 2016, DRH Land Opportunities I, Inc., an affiliate of the Developer, purchased approximately 298.042 acres within the Development from CTMGT (as defined in “PLAN OF FINANCE – Development Plan”), constituting all of the land in the District other than the land included in Phases 1A, 1B and 1C (the “Purchased Property”) for a purchase price of approximately \$14.4 million (the “Purchase Price”). The Purchase Price was fixed, i.e., the Purchase Price was not allocated on a per-acre basis or against any particular property or phase within the Purchased Property. However, allocating the Purchase Price on a per-acre basis against the property in Phase 2A and 3A2 produces a purchase price equivalent for such phase of approximately \$4,700,000. During such time, CTMGT assigned its rights under the Funding Agreement to the DRH Land Opportunities I, Inc. and DRH Land Opportunities I, Inc. transferred ownership of the Purchased Property and assigned its rights under the Development Agreement on April 25, 2016, and its rights under the Funding Agreement to the Developer on April 28,

2016. The Developer and the City entered into the Reimbursement Agreement with respect to Phase 2A and 3A2 on December 6, 2021.

The Developer is the sole owner of the property within Phase 2A and 3A2 and the sole homebuilder currently active within the Development. See “– Status of Development in Phase 2A and 3A2.”

Community amenities within the Development include an amenity center (the “Amenity Center”) and related facilities in Phase 1B of the District to serve the Development. The Amenity Center, built at a cost of approximately \$2.63 million, consists of an approximately 5,000 square foot air-conditioned space that includes a gym, computer center, full kitchen, meeting rooms, bath facilities, and an approximately 1,000 square foot covered verandah. On the grounds of the Amenity Center are three pool areas consisting of a lap pool, resort-style master pool, and a child pool/splash park. In addition to the Amenity Center and related facilities, the Development will include a variety of parks, trails, and open space areas for its residents, and others, to enjoy. Furthermore, the Development is located within the Rockwall Independent School District. Land contiguous to the Development has been deeded to the Rockwall Independent School District from an affiliate of CTMGT and a previous landowner for use as schools for kindergarten through 8th grade students. Construction of schools on these sites has not yet begun but is anticipated to commence within the next two years.

The ongoing development plan is to develop the District in phases, including Phase 2A and 3A2, and for each phase, a special assessment will be levied against the property within such phase to pay the cost of public improvement projects that confer a special benefit on the property within each such phase. The Funding Agreement contemplates that a separate service and assessment plan will be entered into for each phase. See “APPENDIX B – Service and Assessment Plan” and “APPENDIX E – Funding Agreement.”

Completed and Anticipated Build-Out Schedule of Development

Phase ⁽¹⁾	Single- Family Lots	Expected Infrastructure Completion Date	Developer’s Expected Final Lot Sales
1A	287	Completed	Completed
1B1	141	Completed	Completed
1B2	158	Completed	Completed
1B3	59	Completed	Q4 2022
1C ⁽²⁾	84	Completed	Completed
2B	95	Completed	Q4 2022
2C	120	Completed	Q4 2022
3A1	81	Completed	Q4 2022
2A	130	Completed	Q4 2023
3A2	145	Completed	Q4 2024
3B	192	Q4 2023	Q4 2025
3C	43	Q4 2023	Q4 2025

⁽¹⁾ Except for Phase 1C, the Phases listed below constitute phased development within the Development.

⁽²⁾ Phase 1C comprises the entirety of PID No. 2.

Source: Developer

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Status of Development in Phase 2A and 3A2

Lot Status	No. of Lots
Vacant finished lots	152
Lots under development	0
Lots with spec/model homes under construction	96
Lots under contract with homes under construction	27
Lots with complete, closed homes	0
Total Lots	275

Source: Developer. As of January 24, 2022.

As of January 24, 2022, no homes within Phase 2A and 3A2 had been completed and closed to individual homeowners. Twenty-seven (27) homes had been sold and were under contract, but not closed, and were in various phases of construction. An additional 96 spec or model homes were under construction and owned by the Developer. The remaining 152 vacant, finished lots in Phase 2A and 3A2 were owned by the Developer.

History of Home/Lot Sales – Last Six Months of 2021

	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021
Number of homes sold on 50 ft lots	6	16	8	6	9	13
Average home sales price for 50 ft lots	\$282,000	\$287,000	\$299,000	\$314,000	\$315,000	\$314,000
Number of homes sold on 60 ft lots	5	23	12	3	8	9
Average home sales price on 60 ft lots	\$298,000	\$295,000	\$300,000	\$301,000	\$318,000	\$322,000

Source: Developer. As of December 31, 2021.

For the period July 1, 2021 – December 31, 2021, the Developer sold a total of 58 50’ lots in the Development at an average of \$301,500 per month and sold a total of 60 60’ lots in the Development at an average of \$304,000 per month. These figures include homes that have been completed and closed to individual homeowners.

Estimated Absorption of Phase 2A and 3A2 Lots

2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1	2023 Q2	2023 Q3
10	8	8	10	10	8	8

Source: Developer. As of January 24, 2022.

Based on the history of lot sales within Phase 2A and 3A2, the Developer projects sales per quarter in the amounts listed above, with final lot sales occurring in Q4 2024. SUCH PROJECTIONS ARE BASED SOLELY ON THE DEVELOPER’S CALCULATIONS. THERE CAN BE NO GUARANTEE THAT SUCH PROJECTIONS WILL BE ACHIEVED.

Lot Sizes; Estimated Home Prices in Phase 2A and 3A2

Lot sizes in Phase 2A and 3A2 will range from 50 to 70 feet (measured by front-footage). The Developer estimates home prices to range generally from \$260,000 to \$350,000.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Photographs of the Development and Phase 2A and 3A2



D.R. Horton sales office within the Development



Amenity center within the Development (I)



Amenity center within the Development (II)



Developed Lots in Phase 2A



Homes under Construction in Phase 2A



Developed Lots in Phase 3A2 (Facing South)



Developed Lots in Phase 3A2 (Facing Northeast)

Zoning/Permitting

Pursuant to the Development Agreement and City of Fate Ordinance No. O-1085, the Developer secured planned development district (“PDD”) zoning, which allows for development of various lot sizes throughout the project. In addition, the PDD zoning provides for tailored design regulations within the Development. Copies of the Development Agreement and Ordinance No. O-1085 are available from the City.

Environmental

A Phase One Environmental Site Assessment (the “Phase One ESA”) of the property within the District was completed on March 22, 2016. Based on the information presented in the Phase One ESA, there was no evidence that the Development was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review and historical source review revealed no evidence of recognized environmental conditions involving the site.

Utilities

The City will provide both water and sanitary service to the Development. The City’s water is supplied by North Texas Municipal Water District (“North Texas”). The City owned wastewater collection system transports wastewater and solid wastes to an interceptor system owned and operated by North Texas. The City contracts with North Texas to receive, transport, treat and dispose of the City’s wastewater and solid wastes. The City’s current water reservation and wastewater capacity with North Texas is sufficient to serve Phase 1A, Phase 1B, Phase 1C, Phase 1B2-1B3 and Phase 2A and 3A2 of the District. Additional utilities are provided by: (1) Phone/Data - AT&T; (2) Electric - Farmer’s Electric Cooperative; (3) Cable - AT&T; and (4) Gas - Atmos Energy.

Existing Mineral and Groundwater Rights

There are certain mineral rights reservations of prior owners of real property within the Property (the “Mineral Owners”) pursuant to one or more deeds in the chain of title for the Property. While there is currently no

drilling or exploration of minerals, the Developer cannot predict whether the Mineral Owners will take new action in the future to explore or develop the above-described mineral rights. The Developer is not aware of any real property (including mineral rights) owned by the Mineral Owners adjacent to the District. Certain rules and regulations of the Texas Railroad Commission may restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues.

Although the Developer does not expect the exercise of such rights or any other mineral rights or related real property rights in or around the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments, the Developer makes no guarantee as to such expectation. See “BONDHOLDERS’ RISKS – Exercise of Mineral and Groundwater Rights.”

Competition

The Williamsburg Development is expected to compete with existing home as well as new residential home developments in the immediate vicinity. The following are some of the competing new residential home developments located within close proximity of the Development:

Chamberlain Crossing. Chamberlain Crossing is located in the City of Fate and is adjacent to the Development. Home prices in Chamberlain Crossing range from \$311,999 to \$352,999. Chamberlain Crossing is being developed by Lennar, and Lennar is serving as sole homebuilder.

Woodcreek. Woodcreek is located in the City of Fate, approximately 1 mile from the Development across Interstate 30. Depending on the location and builder in the Woodcreek development, home prices range from the low \$200,000s to \$400,000s. Phases of Woodcreek are being developed by several different developers, with various builder choices within the development.

Union Square. Union Square is located in neighboring Royse City, approximately 6 miles east of the Development. Home prices in Union Square range from \$300,000 to \$350,000. Union Square is being developed by D.R. Horton.

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather to provide a description of those competing projects that are geographically close to the Development.

THE DEVELOPER

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City’s Financial Advisor and the Underwriter, and none of the City, the City’s Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed this Limited Offering Memorandum and warrants and represents that the information contained herein under the captions “PLAN OF FINANCE — Development Plan”, “THE PHASE 2A AND 3A2 IMPROVEMENTS”, “THE DEVELOPMENT”, “THE DEVELOPER”, and “CONTINUING DISCLOSURE — The Developer” and to the best of its knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Phase 2A and 3A2 Improvements, and the Development), and “LEGAL MATTERS — Litigation – The Developer,” is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial

reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of the revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of the Developer

The Developer is a wholly owned subsidiary of D.R. Horton. D.R. Horton is a public company subject to the information requirements of the Securities and Exchange Act of 1934, as amended, and in accordance therewith files reports and other information with the Securities Exchange Commission ("SEC"). Reports, proxy statements and other information filed by D.R. Horton can be inspected at the office of the SEC at Judiciary Plaza, Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Regional Office of the SEC located at Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Copies of such material can be obtained from the Public Reference Section of the SEC at 450 Fifth Street, N.W. Washington, D.C. 20549, at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005. The SEC maintains a website at <http://www.sec.gov> that contains reports, proxy information statements and other information regarding registrants that file electronically with the SEC.

In addition, D.R. Horton makes available on its web site <http://www.drhorton.com> its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have electronically filed with the SEC as well as other financial institutions. **Unless otherwise specified, information contained on D.R. Horton's website, available by hyperlink from D.R. Horton's website or on the SEC's website, is not incorporated into this Limited Offering Memorandum.**

D.R. Horton is the largest homebuilder in the Dallas-Fort Worth Metroplex, with a market share of approximately 16%. Currently, D.R. Horton is developing lots and building homes in the area at a rate of approximately 5,000 to 6,000 per year.

Marketing of the Development

The Developer maintains a sales office and signage within the development. In addition, the Developer maintains an active website and engages in online advertising. See www.drhorton.com.

History and Financing of the Development

As discussed under caption "THE DEVELOPMENT – Overview," the Developer acquired the undeveloped property within the District in April of 2016. No third-party financing was utilized in the acquisition of such property or the construction of Phase 2A and 3A2 and no liens are outstanding with respect to such acquisition or construction.

THE PID ADMINISTRATOR

The following information has been provided by the PID Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The PID Administrator has reviewed this Limited Offering Memorandum and warrant and represent that the information herein under the caption "THE PID ADMINISTRATOR" does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

The City has selected P3Works, LLC as the initial PID Administrator. The City has entered into an agreement with the PID Administrator to provide specialized services related to the administration of the District needed to

support the issuance of the Bonds. The PID Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The PID Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and is based in North Richland Hills, Texas.

The PID Administrator's duties will include:

- Preparation of the annual update to the Service and Assessment Plan
- Preparation of assessment rolls for county billing and collection
- Establishing and maintaining a database of all County parcel IDs within the District
- Trust account analysis and reconciliation
- Property owner inquiries
- Determination of Prepayment amounts
- Preparation and review of disclosure notices with Dissemination Agent
- Review of developer draw requests for reimbursement of authorized improvement costs

BONDHOLDERS' RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

General

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within Phase 2A and 3A2 to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Phase 2A and 3A2, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value

of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the lots within Phase 2A and 3A2, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in Phase 2A and 3A2 is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within Phase 2A and 3A2 should proceed more slowly than expected and the Developer, as the majority owner of the Assessed Property, is unable to pay the Assessments, only the value of the lands, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Phase 2A and 3A2. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Deemed Representations and Acknowledgment by Investors

Each purchaser of Bonds (each an "Investor") will be deemed to have acknowledged and represented to the City the matters set forth under the heading "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" which include, among others, a representation and acknowledgment that the purchase of the Bonds involves investment risks, certain of which are set forth under this heading "BONDHOLDERS' RISKS" and elsewhere herein, and each Investor, either alone or with its purchaser representative(s) (as defined in Rule 501(h) of Regulation D under the Securities Act), has sophisticated knowledge and experience in financial and business matters and the capacity to evaluate such risks in making an informed investment decision to purchase the Bonds, and the Investor can afford a complete loss of its investment in the Bonds.

Infectious Disease Outbreak

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the United States and the State. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States. On March 13, 2020, the President of the United States declared the Pandemic a national emergency and the Governor of Texas (the "Governor") declared a state of disaster for all counties in the State in response to the Pandemic. Under State law, the proclamation of a state of disaster by the Governor may not continue for more than 30 days unless renewed by the Governor. The Governor has renewed his declaration monthly. On March 25, 2020, in response to a request from the Governor, the President issued a Major Disaster Declaration for the State. Subsequently, the President's Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

Pursuant to Chapter 418 of the Texas Government Code, the Governor has broad authority to respond to disasters, including suspending any regulatory statute prescribing the procedures for conducting state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with the disaster, and issuing executive orders that have the force and effect of law. The Governor has since issued a number of executive orders relating to COVID-19 preparedness, mitigation and phased reopening of the State. Under executive orders in effect as of the date of this Limited Offering Memorandum, there are no COVID-19 related operating limits for businesses or other establishments. The Governor retains the right to impose additional restrictions on activities. Additional information regarding executive orders issued by the Governor is accessible on the website

of the Governor at <https://gov.texas.gov/>. Neither the information on (nor accessed through) such website of the Governor is incorporated by reference, either expressly or by implication, into this Limited Offering Memorandum.

Since the disaster declarations were made, the Pandemic has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide.

Such adverse economic conditions, if they continue, may reduce or negatively affect economic conditions in the City and lead to unemployment for property owners within the District or may otherwise have a negative impact on the sale of Parcels, Lots or homes within the District. The Bonds are secured primarily by Assessments levied on benefitted property within the District. If Lot or home sales are negatively impacted by the Pandemic, the Developer will continue to be responsible for the payment of the Assessments as long as it owns such Lots.

The City continues to monitor the spread of COVID-19 and is working with local, State, and national agencies to address the potential impact of the Pandemic upon the City. While the potential impact of the Pandemic on the City cannot be quantified at this time, the continued outbreak of COVID-19 could have an adverse effect on the City's operations and financial condition. None of the City, the Financial Advisor, the Underwriter, or the Developer can predict the impact the Pandemic may have on the City, the financial and operating condition of the Developer, the projected buildout schedule, home prices and buildout values, or an investment in the Bonds.

Failure or Inability to Complete Proposed Development

Proposed development within the Development may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability of utilities and the development or existence of environmental concerns with such land. See "Availability of Utilities" and "Hazardous Substances" below. Land development within the Development could also be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the Development must come from the City.) There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development. A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. THE TIMELY PAYMENT OF THE BONDS DEPENDS UPON THE WILLINGNESS AND ABILITY OF THE DEVELOPER AND ANY SUBSEQUENT OWNERS TO PAY THE ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN PHASE 2A AND 3A2 IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED. In that event, there could be a default in the payment of the Bonds.

Absorption Rate

There can be no assurance that the Developer will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of Phase 2A and 3A2, could impair the economic viability of Phase 2A and 3A2 Improvements and could reduce the ability or desire of property owners to pay the Assessments.

Assessment Limitations

Annual Installments of the Assessments are billed to property owners in Phase 2A and 3A2. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as set forth under "ASSESSMENT PROCEDURES." Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year, Annual Collection Costs, the Additional Interest and amounts due pursuant to the Reimbursement Agreement. See "ASSESSMENT PROCEDURES." The unwillingness or inability of a

property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in Phase 2A and 3A2, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS – Bondholders’ Remedies and Bankruptcy.”

Upon an ad valorem tax lien foreclosure event of a property within Phase 2A and 3A2, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, § 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code § 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property. It is unclear under Texas law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under Texas law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights had been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer represents that it owns all property within the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Account and Delinquency and Prepayment Reserve Account, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND ARE A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN PHASE 2A AND 3A2.

Competition

The housing industry in the Dallas-Fort Worth area is very competitive, and none of the Developer, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will ever commence. The competitive position of the Developer in the sale of developed lots or of any other homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in Phase 2A and 3A2.

Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

PACE Lien Priority

Pursuant to Chapter 399, Texas Local Government Code, as amended (the "Property Assess Clean Energy Act" or "PACE"), commercial property owners in Texas may obtain long-term financing for water conservation, energy-efficiency, and renewable energy projects. The financing is repaid through an assessment levied by a city or county. This assessment is a first and prior lien against the property and has the same lien priority as ad valorem taxes from the time the lien is recorded in the County real property records. As such, to the extent that a property subject to both an Assessment and also a PACE assessment is foreclosed on for nonpayment of taxes or assessments, the proceeds from the foreclosure sale of the property would be used first to pay any delinquent ad valorem taxes, any delinquent PACE lien, and then for the payment of any delinquent Assessments. The Developer does not intend to avail itself of any PACE program.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. The imposition of additional liens, whether from taxes, assessments or private financing, may reduce the ability or willingness of the landowners to pay the Assessments. See "OVERLAPPING TAXES AND DEBT."

Depletion of Reserve Fund; No Prefunding of Delinquency and Prepayment Reserve Account

Failure of the owners of property within Phase 2A and 3A2 to pay the Assessments when due could result in the rapid, total depletion of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Fund. The Delinquency and Prepayment Reserve Account of the Reserve Fund is not funded from the proceeds of the Bonds. Instead, the Delinquency and Prepayment Reserve Requirement of the Delinquency and Prepayment Reserve Account is accumulated over the course of approximately 10 years by the mechanism described in "SECURITY FOR THE BONDS – Delinquency and Prepayment Reserve Account of the Reserve Fund." The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund or from the Delinquency and Prepayment Reserve Account of the Reserve Fund, the amounts within such account equal less than the Reserve Account Requirement or the Delinquency and Prepayment Reserve Requirement, as applicable, the Trustee shall transfer an amount from the Pledged Revenue Fund to the applicable account of the Reserve Fund sufficient to cure such deficiency. See "SECURITY FOR THE BONDS – Reserve Account of the Reserve Fund" and "SECURITY FOR THE BONDS – Delinquency and Prepayment Reserve Account of the Reserve Fund."

Hazardous Substance

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in Phase 2A and 3A2 be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within Phase 2A and 3A2 does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within Phase 2A and 3A2 has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within Phase 2A and 3A2 resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See “THE DEVELOPMENT – Environmental” for discussion of previous Phase I ESA performed on property within Phase 2A and 3A2.

Regulation

Development within Phase 2A and 3A2 may be subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in Phase 2A and 3A2, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in Phase 2A and 3A2 and property values.

Recent Changes in State Law Regarding Public Improvement Districts

The 87th Legislature passed HB 1543, which became effective September 1, 2021, and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract of purchase and sale. If the Developer or homebuilders within the District do not provide the required notice and prospective purchasers of property within the District terminate a purchase and sale contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney’s fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney’s fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property should be paid. On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further if the Developer or homebuilders within the District do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this

Limited Offering Memorandum will be realized. The forms of notice to be provided to homebuyers are attached as Exhibits B-11 and B-12 to the Service and Assessment Plan. See “APPENDIX B –Service and Assessment Plan.”

Potential Future Changes in State Law Regarding Public Improvement Districts

During Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments, including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 87th Legislative Session of the State ended on May 31, 2021, without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. The Governor called three special legislative sessions, which all concluded without any legislation being introduced or passed related to the oversight of bonds secured by assessments. It is impossible to predict what bills may be introduced during upcoming legislative sessions and, if passed, the impact that any future legislation will or may have on the security for the Bonds.

100-Year Flood Plain and Severe Weather Events

No lots within Phase 2A and 3A2 of the District are located within an official FEMA 100-year flood plain as shown on the Federal Emergency Management Agency’s Flood Insurance Rate Map No. 48397C0045L, dated September 26, 2008.

All of the State, including the City, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, flooding, heavy rains and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City, including land within the District.

Exercise of Mineral Rights

As described herein under “THE DEVELOPMENT – Existing Mineral and Groundwater Rights,” there are certain mineral rights reservations located within the District and not owned by the Developer. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of Rockwall County.

The Developer does not expect the existence or exercise of any mineral rights or related real property rights in or around the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments. However, none of the City, the Financial Advisor or the Underwriter provide any assurances as to such Developer expectations.

Bondholders’ Remedies and Bankruptcy

In the event of default in the payment of principal or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of the Owners of the Bonds of not less than a majority in principal amount of the Outstanding Bonds, the Trustee shall proceed to protect and enforce its rights and the rights of the Owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the Bonds or the Indenture and the City’s obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily

refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The Owners of the Bonds cannot themselves foreclose on property within Phase 2A and 3A2 or sell property within Phase 2A and 3A2 in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “BONDHOLDERS’ RISKS — Bankruptcy Limitation to Bondholders’ Rights.”

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within Phase 2A and 3A2 pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) (“*Tooke*”) that a waiver of sovereign immunity must be provided for by statute in “clear and unambiguous” language. In so ruling, the Court declared that statutory language such as “sue and be sued,” in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the “Local Government Immunity Waiver Act”), which, according to the Court, waives “immunity from suit for contract claims against most local governmental entities in certain circumstances.” The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) (“*Wasson*”), the Texas Supreme Court (the “Court”) addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that “a city’s proprietary functions are not done pursuant to the ‘will of the people’” and protecting such municipalities “via the [S]tate’s immunity is not an efficient way to ensure efficient allocation of [S]tate resources.” While the Court recognized that the distinction between governmental and proprietary functions is not clear, the *Wasson* opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed *Wasson* for a second time and issued an opinion on October 5, 2018, clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state’s immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgment, is justiciable against a municipality.

The City is not aware of any Texas court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City’s sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that

leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See “OVERLAPPING TAXES AND DEBT.” Collection of delinquent taxes, assessments and the Assessments may be adversely affected by the effects of market conditions on the foreclose sale price, and by other factors, including taxpayers’ right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Acceleration

The Indenture expressly denies the right of acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of the District subject to the Assessments, existing real estate and financial market conditions and other factors.

No Credit Rating

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Bankruptcy Limitation to Bondholders’ Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under Texas law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946 (“Chapter 9”). The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Chapter 9, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Chapter 9, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under Texas law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

Management and Ownership

The management and ownership of the Developer and related or affiliated property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

Tax-Exempt Status of the Bonds

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

As further described in "TAX MATTERS" below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the "Code") and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. In the past, the IRS has announced audit efforts focused in part on "developer-driven bond transactions," including certain tax increment financings and certain assessment bond transactions. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

General Risks of Real Estate Investment and Development

The Developer has the right to modify or change its plan for development of the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No defined "true-up" agreement has been entered into between the

City and the Developer, nor is there a requirement that future developers enter into such an agreement. There can be no assurance, in the event the Developer or a subsequent developer modifies or changes its plan for development that the necessary revisions to the Service and Assessment Plan will be made. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Developer and homebuilders to develop lots and sell single-family residential homes within the District may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the owner of the single-family residential lots. In the event that a large number of single-family projects are constructed outside of the District and compete with the Development, the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the Development, or its attraction to and residents.

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

The Development cannot be completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Developer, the Homebuilder and any subsequent owners to pay the Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Assessments and could greatly reduce the value of the property within the District in the event such property has to be foreclosed. If Annual Installments of Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

In the past, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable-rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market more difficult. Downturns in the real estate market and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of Parcel, Lot and home sales within the District. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Risks Related to Current Increase in Costs of Building Materials

As a result of the Pandemic, low supply and demand and the ongoing trade war, there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. If the costs of material continue to increase, it may affect the ability of the Developer to construct homes within the District. There is no way to predict whether such cost increases or low supply of building materials will continue or if such continuance will affect the development of the District.

Availability of Utilities

The progress of development within the District is also dependent upon the City providing an adequate water and wastewater service to the Development. If the City fails to provide water and wastewater services to the property in the District, the Development cannot be substantially completed, and homeowners will not purchase homes. See “THE DEVELOPMENT – Utilities.”

Dependence Upon Developer

As of January 24, 2022, the Developer owned all 275 lots in Phase 2A and 3A2 and, therefore, has the obligation for payment of the Assessments for such lots currently outstanding in the principal amount of \$7,635,000. The ability of the Developer to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds.

TAX MATTERS

Opinion

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Bond Counsel to the City, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof (“Existing Law”), (1) interest on the Bonds for federal income tax purposes will be excludable from the “gross income” of the holders thereof and (2) the Bonds will not be treated as “specified private activity bonds” the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the “Code”). Except as stated above, Bond Counsel to the City will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See APPENDIX C – Form of Opinion of Bond Counsel.

In rendering its opinion, Bond Counsel to the City will rely upon (a) the City’s federal tax certificate and (b) covenants of the City with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. Failure of the City to comply with these representations or covenants could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel to the City is conditioned on compliance by the City with the covenants and the requirements described in the preceding paragraph, and Bond Counsel to the City has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel’s opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel’s opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the City with respect to the Bonds or the facilities financed or refinanced with the proceeds of the Bonds. Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the representations of the City that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an audit is commenced, under current procedures the Internal Revenue Service is likely to treat the City as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX- EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a “market discount” and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to “market discount Bonds” to the extent such gain does not exceed the accrued market discount of such Bonds; although for this purpose, a de minimis amount of market discount is ignored. A “market discount bond” is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the “revised issue price” (i.e., the issue price plus accrued original issue discount). The “accrued market discount” is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the Internal Revenue Service. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner’s social security number or other taxpayer identification number (“TIN”), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient’s federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General of the State to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

McCall, Parkhurst & Horton L.L.P. serves as Bond Counsel to the City. Orrick, Herrington & Sutcliffe LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special, limited obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special, limited obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX C – Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE – The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings," "– Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX A and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation – The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of the Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City

contemplated by any of the said documents, or the collection or application of the Trust Estate, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation – The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its general partner or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Reimbursement Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”). Principals of the Developer and their affiliated entities may in the future be parties to pending and/or threatened litigation related to their commercial and real estate development activities. Such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS.” The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS – Remedies and Bankruptcy.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City, the Administrator and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. (in such capacity, the “Dissemination Agent”) have entered into a Continuing Disclosure Agreement (the “Disclosure Agreement of Issuer”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by

certain dates prescribed in the Disclosure Agreement of Issuer, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX D-1 – Form of Disclosure Agreement of Issuer.” Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Issuer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Issuer or from any statement made pursuant to the Disclosure Agreement of Issuer.

Compliance with Prior Undertakings - City

During the last five years, the City has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

The Developer

Although not required by the Rule, the Developer, the Administrator, and the Dissemination Agent have voluntarily entered into a Continuing Disclosure Agreement (the “Disclosure Agreement of Developer”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Developer, certain information regarding the Development and the Phase 2A and 3A2 Improvements (collectively, the “Developer Reports”). The specific nature of the information to be contained in the Developer Reports is set forth in “APPENDIX D-2 – Form of Disclosure Agreement of Developer.” Under certain circumstances, the failure of the Developer or the Administrator to comply with its obligations under the Disclosure Agreement of Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Developer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of Developer. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Developer. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Developer or from any statement made pursuant to the Disclosure Agreement of Developer. Pursuant to the Disclosure Agreement of Developer, the Developer is only responsible for providing the Developer Reports for so long as the Developer is responsible for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installment of Assessments for any year. In addition, in the event of foreclosure of any mortgage lien deed of trust or bankruptcy foreclosure sale with respect to the Developer’s property, the Developer’s continuing disclosure obligation pursuant to the Disclosure Agreement of Developer may be discharged and no Developer Reports would be filed thereafter.

Compliance with Prior Undertakings – The Developer

During the last five years, the Developer has complied in all material respects with the continuing disclosure agreement made by it in accordance with the Rule.

UNDERWRITING

FMSbonds, Inc. (the “Underwriter”) has agreed to purchase the Bonds from the City at a purchase price of \$ _____ (the par amount of the Bonds, less an underwriting discount of \$ _____). The Underwriter’s obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that it will not be disrupted by events including, but not limited to, the current Pandemic associated with the COVID-19 virus. Consequently, investors may not be able to resell the Bonds purchased should they need or wish to do so for emergency or other purposes. See “BONDHOLDERS’ RISKS – Infectious Disease Outbreak.”

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “PFIA”) requires that the Bonds be assigned a rating of at least “A” or its equivalent as to investment quality by a national rating agency. See “NO RATING.” In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities, or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by Texas law in accordance with investment policies approved by the City Council. Both Texas law and the City’s investment policies are subject to change.

Under Texas law, the City is authorized to invest in (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, (2) direct obligations of the State of Texas or its agencies and instrumentalities, (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States,

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (“FDIC”) or by the explicit full faith and credit of the United States, (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent, (6) bonds issued, assumed, or guaranteed by the State of Israel, (7) interest bearing banking deposits that are guaranteed by the FDIC or the National Credit Union Share Insurance Fund (“NCUSIF”) or their respective successors, (8) depository certificates of deposit meeting the requirements of the PFIA that are issued by an institution that has its main office or a branch office in Texas and are guaranteed or insured by the FDIC or the NCUSIF, or are secured as to principal by bonds described in the clauses (1) through (6) or in any other manner and amount provided by law for City deposits, (9) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and obligations described in clause (1) which are pledged to the City, held in the City’s name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State, (10) bankers’ acceptances with a stated maturity of 270 days or less from the date of its issuance, if the short-term obligations of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency, (11) commercial paper that is rated at least A-1 or P-1 or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank, (12) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that comply with Securities and Exchange Commission Rule 2a-7, (13) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, and either has a duration of one year or more and is invested exclusively in obligations described in this paragraph, or has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities, (14) public funds investment pools that have an advisory board which includes participants in the pool and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent, and (15) a brokered certificate of deposit security invested through a Texas broker approved by the City Council in which the broker or depository arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity in an amount insured by the United States or an instrumentality of the United States. Texas law also permits the City to invest bond proceeds in a guaranteed investment contract, subject to limitations as set forth in the PFIA.

The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than eight years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) of the first paragraph under this subcaption, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm not less than “A” or its equivalent, or (c) cash invested in obligations that are described in clauses (1) through (6) and (10) through (12) of the first paragraph under this subcaption, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the governmental body, held in the name of the governmental body and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each funds' investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

Under Texas law the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers' with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards), and (c) deliver a written statement attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the officers of the City; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed Wilmington Trust, National Association, a trust company organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment

in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Source of Certain Information

The information contained in this Limited Offering Memorandum relating to the description of the Phase 2A and 3A2 Improvements generally and, in particular, the information included in the sections captioned "PLAN OF FINANCE – Development Plan," "THE PHASE 2A AND 3A2 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Phase 2A and 3A2 Improvements and the Development), "CONTINUING DISCLOSURE – The Developer" and "– Compliance with Prior Undertakings – The Developer," and "LEGAL MATTERS – Litigation – The Developer" has been provided by the Developer.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC and has been included in reliance upon the authority of such firm as experts in the field of development planning and finance.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21e of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “anticipate,” “budget” or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE.”

AUTHORIZATION AND APPROVAL

The City Council has approved the form and content of this Limited Offering Memorandum and has authorized this Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

THIS PAGE IS LEFT BLANK INTENTIONALLY.

APPENDIX A
FORM OF INDENTURE

THIS PAGE IS LEFT BLANK INTENTIONALLY.

INDENTURE OF TRUST

By and Between

CITY OF FATE, TEXAS

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

DATED AS OF APRIL 15, 2022

SECURING

\$ _____

**CITY OF FATE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1
PHASE 2A AND 3A2)**

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS, FINDINGS AND INTERPRETATION	4
Section 1.1. Definitions.....	4
Section 1.2. Findings.....	11
Section 1.3. Table of Contents, Titles and Headings.....	11
Section 1.4. Interpretation.....	12
ARTICLE II THE BONDS.....	12
Section 2.1. Security for the Bonds.	12
Section 2.2. Limited Obligations.	12
Section 2.3. Authorization for Indenture.	13
Section 2.4. Contract with Owners and Trustee.	13
ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS	13
Section 3.1. Authorization.	13
Section 3.2. Date, Denomination, Maturities, Numbers and Interest.	13
Section 3.3. Conditions Precedent to Delivery of Bonds.....	14
Section 3.4. Medium, Method and Place of Payment.....	15
Section 3.5. Execution and Registration of Bonds.	16
Section 3.6. Ownership.....	16
Section 3.7. Registration, Transfer and Exchange.....	17
Section 3.8. Cancellation.	18
Section 3.9. Temporary Bonds.....	18
Section 3.10. Replacement Bonds.	18
Section 3.11. Book-Entry Only System.....	19
Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.....	20
Section 3.13. Payments to Cede & Co.....	20
ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY.....	21
Section 4.1. Limitation on Redemption	21
Section 4.2. Mandatory Sinking Fund Redemption.....	21
Section 4.3. Optional Redemption	22
Section 4.4. Extraordinary Optional Redemption.....	23
Section 4.5. Partial Redemption.....	23
Section 4.6. Notice of Redemption to Owners.	23
Section 4.7. Payment Upon Redemption	24
Section 4.8. Effect of Redemption.....	24
ARTICLE V FORM OF THE BONDS	24
Section 5.1. Form Generally	24
Section 5.2. Form of the Bonds.	25
Section 5.3. CUSIP Registration.....	33

Section 5.4.	Legal Opinion.	33
ARTICLE VI	FUNDS AND ACCOUNTS	33
Section 6.1.	Establishment of Funds and Accounts.....	33
Section 6.2.	Initial Deposits to Funds and Accounts	35
Section 6.3.	Pledged Revenue Fund	35
Section 6.4.	Bond Fund.....	36
Section 6.5.	Project Fund.....	37
Section 6.6.	Redemption Fund.....	38
Section 6.7.	Reserve Fund	38
Section 6.8.	Rebate Fund: Rebatable Arbitrage.....	40
Section 6.9.	Administrative Fund.	41
Section 6.10.	Investment of Funds.....	41
Section 6.11.	Security of Funds	42
ARTICLE VII	COVENANTS.....	43
Section 7.1.	Confirmation of Assessments.	43
Section 7.2.	Collection and Enforcement of Assessments.....	43
Section 7.3.	Against Encumbrances.....	44
Section 7.4.	Records, Accounts, Accounting Reports.	44
Section 7.5.	Covenants Regarding Tax Exemption of Interest on Bonds.....	44
ARTICLE VIII	LIABILITY OF CITY.....	47
Section 8.1.	Liability of City.....	47
ARTICLE IX	THE TRUSTEE	48
Section 9.1.	Acceptance of Trust; Trustee as Registrar and Paying Agent.	48
Section 9.2.	Trustee Entitled to Indemnity.	49
Section 9.3.	Responsibilities of the Trustee.....	49
Section 9.4.	Property Held in Trust.	51
Section 9.5.	Trustee Protected in Relying on Certain Documents.....	51
Section 9.6.	Compensation.	52
Section 9.7.	Permitted Acts.....	53
Section 9.8.	Resignation of Trustee.	53
Section 9.9.	Removal of Trustee.....	54
Section 9.10.	Successor Trustee.....	54
Section 9.11.	Transfer of Rights and Property to Successor Trustee.....	55
Section 9.12.	Merger, Conversion or Consolidation of Trustee.	55
Section 9.13.	Trustee To File Continuation Statements.	55
Section 9.14.	Accounts, Periodic Reports and Certificates.	56
Section 9.15.	Construction of Indenture.	56
ARTICLE X	MODIFICATION OR AMENDMENT OF THIS INDENTURE.....	56
Section 10.1.	Amendments Permitted.....	56
Section 10.2.	Owners' Meetings.....	57
Section 10.3.	Procedure for Amendment with Written Consent of Owners.....	57
Section 10.4.	Procedure for Amendment Not Requiring Owner Consent.....	57

Section 10.5.	Effect of Supplemental Indenture.....	58
Section 10.6.	Endorsement or Replacement of Bonds Issued After Amendments.....	59
Section 10.7.	Amendatory Endorsement of Bonds.....	59
Section 10.8.	Waiver of Default.....	59
Section 10.9.	Execution of Supplemental Indenture.....	59
ARTICLE XI	DEFAULT AND REMEDIES.....	60
Section 11.1.	Events of Default.....	60
Section 11.2.	Immediate Remedies for Default.....	60
Section 11.3.	Restriction on Owner’s Action.....	61
Section 11.4.	Application of Revenues and Other Moneys After Default.....	62
Section 11.5.	Effect of Waiver.....	63
Section 11.6.	Evidence of Ownership of Bonds.....	63
Section 11.7.	No Acceleration.....	64
Section 11.8.	Mailing of Notice.....	64
Section 11.9.	Exclusion of Bonds.....	64
ARTICLE XII	GENERAL COVENANTS AND REPRESENTATIONS.....	64
Section 12.1.	Representations as to Pledged Revenues.....	64
Section 12.2.	General.....	64
ARTICLE XIII	SPECIAL COVENANTS.....	65
Section 13.1.	Further Assurances; Due Performance.....	65
Section 13.2.	Other Obligations or Other Liens; Refunding Bonds.....	65
Section 13.3.	Books of Record.....	66
ARTICLE XIV	PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE.....	66
Section 14.1.	Trust Irrevocable.....	66
Section 14.2.	Satisfaction of Indenture.....	66
Section 14.3.	Bonds Deemed Paid.....	66
ARTICLE XV	MISCELLANEOUS.....	67
Section 15.1.	Benefits of Indenture Limited to Parties.....	67
Section 15.2.	Successor is Deemed Included in All References to Predecessor.....	67
Section 15.3.	Execution of Documents and Proof of Ownership by Owners.....	68
Section 15.4.	No Waiver of Personal Liability.....	68
Section 15.5.	Notices to and Demands on City and Trustee.....	68
Section 15.6.	Partial Invalidity.....	69
Section 15.7.	Applicable Laws.....	69
Section 15.8.	Payment on Business Day.....	69
Section 15.9.	Counterparts.....	69
Section 15.10.	No Boycott of Israel.....	69
Section 15.11.	No Terrorist Organization.....	69
Exhibit A	CERTIFICATE FOR PAYMENT	

INDENTURE OF TRUST

THIS INDENTURE, dated as of April 15, 2022, is by and between the CITY OF FATE, TEXAS (the “City”), and Wilmington Trust, National Association, Dallas, Texas, as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, on September 5, 2006, a petition (the “Petition”) was submitted and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), requesting the creation of a public improvement district located within the corporate limits of the City to be known as City of Fate Public Improvement District No. 1 (Residential) (subsequently renamed “Williamsburg Public Improvement District No. 1”) (the “District”); and

WHEREAS, the Petition contained the signatures of the owners of taxable real property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Rockwall Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, after due notice, on November 6, 2006 the City Council of the City (the “City Council”) opened, conducted and closed the public hearing on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. R-226 adopted by the City Council (the “Creation Resolution”), authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of the Creation Resolution, the City published notice of its authorization of the District in a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, pursuant to Section 372.016(b) of the PID Act, the City published notice of a public hearing (the “Assessment Hearing”) in a newspaper of general circulation in the City to consider the proposed “Assessment Roll” and the “Service and Assessment Plan” and the levy of the “Assessments” on property in the District and, pursuant to Section 372.016(c) of the PID Act, the City mailed notice of the Assessment Hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the Assessment Hearing on December 6, 2021, 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 Service and Assessment Plan, the Assessment

Roll, and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of Phase 2A and 3A2 Costs, 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, at Assessment Hearing, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Phase 2A and 3A2 Costs, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, the City Council closed the Assessment Hearing and, after considering all written and documentary evidence presented at the Assessment Hearing, including all written comments and statements filed with the City, at a meeting held on December 6, 2021, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Assessment Roll and levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Phase 2A and 3A2 Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs; and

WHEREAS, the City Council now desires to issue its revenue bonds, in accordance with the PID Act, such bonds to be designated “City of Fate, Texas, Special Assessment Revenue Bonds, Series 2022 (Williamsburg Public Improvement District No. 1 Phase 2A and 3A2)” (the “Bonds”), such Bonds being payable solely from the Trust Estate and for the purposes set forth in this preamble; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “Trust Estate”):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, including all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants and conditions of this Indenture;

PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect; and

IN ADDITION, the Bonds are special, limited obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners of the Bonds shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“*Account*”, in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and “*Accounts*”, in the plural, means, collectively, all of the accounts established pursuant to Section 6.1 of this Indenture.

“*Actual Costs*” shall have the meaning given to such term in the Service and Assessment Plan.

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

“*Additional Interest Rate*” means the 0.50% additional interest charged on the Assessments pursuant to Section 372.018 of the PID Act.

“*Administrative Fund*” means that Fund established by Section 6.1 of this Indenture and administered pursuant to Section 6.9 of this Indenture.

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

“*Annual Administrative Costs*” means the actual or estimated costs paid or incurred in connection with the administration and operation of the District that are paid from the Additional Interest and that are determined by the City Council to be reasonably allocable to the Phase 2A and 3A2 Property including, but not limited to (1) an amount to pay Prepayment Costs, (2) an amount equal to the amount by which Annual Collection Costs paid or incurred exceed Annual Collection Costs collected, (3) an amount to pay the Phase 2A and 3A2 Costs under circumstances determined appropriate by the City Council and (4) an amount to establish and maintain debt service and other reserves required by this Indenture, including the Delinquency and Prepayment Reserve Account.

“*Annual Collection Costs*” means the actual or estimated costs (including reasonable attorneys’ fees) paid or incurred in connection with: (1) the preparation of Service Plan Updates and the resulting adjustments, if any, to Assessments or Annual Installments; (2) the computation, collection, and application of payments of Assessments and Annual Installments and any other payments related thereto; (3) the performance of any duties or obligations imposed by the Service and Assessment Plan or this Indenture related to (i) the computation, collection and application of payments of Assessments and Annual Installments and any other related payments, or (ii) the use of any of the foregoing payments to pay the Phase 2A and 3A2 Costs;

(4) maintaining books and records with respect to the foregoing; and (5) payment of debt service or any other obligations related to the Bonds as required by this Indenture and costs incurred performing any other duties or obligations imposed by this Indenture (including the calculation and disposition of the costs of arbitrage).

“*Annual Debt Service*” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“*Annual Installment*” means, for a Parcel for which the Assessment will be collected in installments, the “Phase 2A and 3A2 Annual Installments” (as defined in the Service and Assessment Plan), equal to the sum of: (1) the annual installment of the principal amount of the Assessment; (2) annual interest on the unpaid principal amount of the Assessment; (3) Annual Collection Costs allocated to such Assessed Property; (4) Delinquent Collection Costs attributable to such Assessed Property; and (5) Annual Administrative Costs (up to a maximum amount determined by the Additional Interest) allocated to such Assessed Property.

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

“*Applicable Laws*” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States of America, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“*Assessment Ordinance*” means the ordinance adopted by the City Council on December 6, 2021, as may be amended or supplemented, that levied the Assessments on the Assessed Property.

“*Assessed Property*” means the property located in the District that benefits from the Phase 2A and 3A2 Improvements, and is defined as the “Phase 2A and 3A2 Assessed Property” in the Service and Assessment Plan.

“*Assessment Revenues*” means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

“*Assessment Roll*” means the “Phase 2A and 3A2 Assessment Roll” (as defined in the Service and Assessment Plan) included in the Service and Assessment Plan as Exhibit K-1, as updated, modified or amended from time to time.

“*Assessments*” means any assessment levied against Assessed Property based on the special benefit conferred on such Parcels by the Phase 2A and 3A2 Improvements, and is defined as the “Phase 2A and 3A2 Assessment” in the Service and Assessment Plan.

“*Attorney General*” means the Attorney General of the State.

“*Authorized Denomination*” means \$25,000 and any integral multiple of \$1,000 in excess thereof. Except as authorized under Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than \$25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. Notwithstanding the foregoing, Authorized Denominations shall also include Bonds issued in \$1,000 in principal amount and integral multiples of \$1,000 in the following instances: (A) any Bonds or any portion thereof that have been redeemed in part or (B) any Bonds or any portion thereof that have been defeased in part.

“*Bond*” means any of the Bonds.

“*Bond Counsel*” means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“*Bond Fund*” means the Fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.4 of this Indenture.

“*Bond Improvement Account*” means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

“*Bond Issuance Costs*” means the costs associated with issuing the 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 the Bonds.

“*Bond Ordinance*” means the ordinance adopted by the City Council on April 4, 2022, authorizing the issuance of the Bonds pursuant to this Indenture.

“*Bond Pledged Revenue Account*” means the Account in the Pledged Revenue Fund established pursuant to Section 6.1 of this Indenture.

“*Bond Year*” means the one-year period beginning on August 16 in each year and ending on August 15 in the following year.

“*Bonds*” means the City’s bonds authorized to be issued by Section 3.1 of this Indenture entitled “City of Fate, Texas, Special Assessment Revenue Bonds, Series 2022 (Williamsburg Public Improvement District No. 1 Phase 2A and 3A2)” and, in the event the City issues Refunding Bonds pursuant to Section 13.2 hereof, the term “Bonds” shall include such Refunding Bonds.

“*Business Day*” means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

“*Certificate for Payment*” means a certificate substantially in the form of **Exhibit A** attached hereto and executed by a Person approved by the City Representative that is delivered

to the City Representative and the Trustee specifying the amount of work performed and the Phase 2A and 3A2 Costs thereof, and requesting payment for such Phase 2A and 3A2 Costs from money on deposit in the Project Fund as further described in Section 6.5 of this Indenture.

“*City Order*” means written instructions by the City, executed by a City Representative.

“*City Representative*” means that official or agent of the City authorized by the City Council to undertake the action referenced herein.

“*Code*” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“*Comptroller*” means the Comptroller of Public Accounts of the State.

“*Costs of Issuance Account*” means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

“*Defeasance Securities*” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“*Delinquency and Prepayment Reserve Account*” means the reserve account established by Section 6.1 of this Indenture to be administered by the City and segregated from other funds of the City.

“*Delinquency and Prepayment Reserve Requirement*” means an amount equal to [5.5%] of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues deposited to the Pledged Revenue Fund and transferred to the Delinquency and Prepayment Reserve Account.

“*Delinquent Collection Costs*” means, for a Parcel, interest, penalties and attorneys’ fees that are authorized by the PID Act and by the Assessment Ordinance and that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent payments due under the Service and Assessment Plan, including costs and expenses related to the foreclosure of liens.

“*Delivery Date*” means April 28, 2022, which is the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

“*Designated Payment/Transfer Office*” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“*Developer*” means D.R. Horton – Texas, Ltd., a Texas limited partnership, and any successors thereto.

“*DTC*” means The Depository Trust Company of New York, New York, or any successor securities depository.

“*DTC Participant*” means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“*Foreclosure Proceeds*” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“*Fund*”, in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and “*Funds*”, in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

“*Indenture*” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“*Independent Financial Consultant*” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

“*Initial Bonds*” means the Initial Bond(s) authorized by Section 5.2 of this Indenture.

“*Interest Payment Date*” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on February 15 and August 15 of each year, commencing February 15, 2023.

“*Investment Securities*” means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at the time made, included in and authorized by the City’s official investment policy as approved by the City Council from time to time.

“*Maximum Annual Debt Service*” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“*Outstanding*” means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 of this Indenture and (iv) Bond alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

“*Owner*” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 of this Indenture.

“*Parcel*” or “*Parcels*” means a parcel or parcels within the District identified by either a tax map identification number assigned by the Rockwall Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Rockwall County.

“*Paying Agent/Registrar*” means, initially, the Trustee, or any successor thereto as provided in this Indenture.

“*Person*” or “*Persons*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“*Phase 2A and 3A2 Costs*” means the Actual Costs of the Phase 2A and 3A2 Improvements, as such amounts are set forth in the Service and Assessment Plan.

“*Phase 2A and 3A2 Improvements*” means those improvements authorized by Section 372.003 of the PID Act which only benefit the Assessed Property for which Assessments are levied, including those described in the Service and Assessment Plan.

“*Phase 2A and 3A2 Property*” means the property within the boundaries of the District generally shown on Exhibit B to the Service and Assessment Plan and as specifically described by metes and bounds in Exhibit A-4 to the Service and Assessment Plan.

“*Pledged Funds*” means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund and the Redemption Fund.

“*Pledged Revenue Fund*” means that Fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.3 of this Indenture.

“*Pledged Revenues*” means, collectively, the (i) Assessment Revenues (excluding the portion of the Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds.

“*Prepayment*” means the payment of all or a portion of an Assessment before the due date 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 Assessment.

“*Principal and Interest Account*” means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

“*Project Fund*” means that Fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.5 of this Indenture.

“*Purchaser*” means the initial purchaser of the Bonds.

“*Rebatable Arbitrage*” means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

“*Rebate Fund*” means that Fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.8 of this Indenture.

“*Record Date*” means the close of business on the last Business Day of the month next preceding an Interest Payment Date.

“*Redemption Fund*” means that Fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.6 of this Indenture.

“*Redemption Price*” means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

“*Refunding Bonds*” means bonds issued to refund all or any portion of the Outstanding Bonds and secured by a parity lien with the Outstanding Bonds on the Pledged Revenues, as more specifically described in the indenture authorizing such Refunding Bonds.

“*Register*” means the register specified in Article III of this Indenture.

“*Reimbursement Agreement*” means the Williamsburg PID No. 1 Phase 2A and 3A2 Reimbursement Agreement by and between the City and the Developer, dated as of December 6, 2021, as may be amended and/or supplemented from time to time.

“*Reserve Account*” means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

“*Reserve Account Requirement*” means the least of: (i) Maximum Annual Debt Service on the Bonds, (ii) 125% of average Annual Debt Service on the Bonds, and (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the proceeds of the Bonds; provided, however, that, at the option of the City, such amount may be recalculated on any Interest Payment Date or any date of redemption. As of the Delivery Date, the Reserve Account Requirement is \$ ____.

“*Reserve Fund*” means that fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.7 of this Indenture.

“*Reserve Fund Obligations*” means cash or Investment Securities.

“*Service and Assessment Plan*” means the document, including the Assessment Roll, which is attached to the Assessment Ordinance, as may be updated, amended and supplemented from time to time.

“*Sinking Fund Installment*” means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 of this Indenture.

“*Special Record Date*” has the meaning set forth in in the form of Bond included in Section 5.2 of this Indenture.

“*State*” means the State of Texas.

“*Stated Maturity*” means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or Prepayment.

“*Supplemental Indenture*” means an indenture which has been duly executed by the Trustee and a City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“*Treasury Regulations*” shall have the meaning assigned to such term in Section 7.5(c) of this Indenture.

“*Trust Estate*” means the Trust Estate described in the granting clauses of this Indenture.

“*Trustee*” means Wilmington Trust, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

“*Value of Investment Securities*” means the lower of the cost of or the market value of Investment Securities.

Section 1.2. **Findings.**

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. **Table of Contents, Titles and Headings.**

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

(a) The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

(b) The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Delivery Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying a portion of the Phase 2A and 3A2 Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated April 15, 2022 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Delivery Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below, or on a date of earlier redemption, or otherwise provided for. Such interest shall be payable semiannually on February 15 and August 15 of each year, commencing February 15, 2023, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on August 15 in the years and in the principal amounts and shall bear interest at the rates set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__ ***	***	***
20__ ***	***	***
20__ ***	***	***
20__		

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (a) a certified copy of the Assessment Ordinance;
- (b) a certified copy of the Bond Ordinance;
- (c) a copy of the executed Reimbursement Agreement with all executed amendments thereto;
- (d) a copy of this Indenture executed by the Trustee and the City;
- (e) an executed City Order directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee;
- (f) an executed Signature and No-Litigation Certificate;
- (g) an executed opinion of Bond Counsel;
- (h) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate; and
- (i) a copy of the continuing disclosure agreements entered into with the Developer and the City, respectively.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor (or, in the absence of the Mayor, the Mayor Pro Tem) and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered on the Delivery Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Delivery Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. **Registration, Transfer and Exchange.**

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within

forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, the Trustee shall dispose of cancelled Bonds in accordance with its record retention policies.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the City shall issue and the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a

replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. **Book-Entry-Only System.**

(a) The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the blanket issuer letter of representations from the City to DTC. On the Delivery Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in

the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the blanket issuer letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds maturing on August 15 in each of the years 20__, 20__, 20__ and 20__ (collectively, the “Term Bonds”), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing August 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__*	

Term Bonds Maturing August 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__*	

Term Bonds Maturing August 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__*	

Term Bonds Maturing August 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__*	

* Stated maturity.

(b) At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select by lot a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after August 15, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

In the event of a Prepayment, or if any other transfers are made into the Redemption Fund under the terms of this Indenture, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates or optional redemption date specified in Section

4.3 hereof, in whole or in part, on any date, from amounts on deposit in the Redemption Fund, at the Redemption Price.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4 hereof, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the principal amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(b) If less than all of the Bonds are called for optional redemption pursuant to Section 4.3 hereof, the Trustee shall rely on directions provided in a City Order in selecting the Bonds to be redeemed.

(c) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

(d) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon receipt of a City Order of redemption by the City to the Trustee, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. Upon receipt of a City Order of such rescission from the City, the Trustee

shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$ _____

CITY OF FATE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WILLIAMSBURG PUBLIC IMPROVEMENT
DISTRICT NO. 1 PHASE 2A AND 3A2)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DELIVERY DATE</u>	<u>CUSIP NUMBER</u>
_____ %	August 15, 20__	April 28, 2022	_____

The City of Fate, Texas (the “City”), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Delivery Date, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2023.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below) have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Wilmington, Delaware (the “*Designated Payment/Transfer Office*”), of Wilmington Trust, National Association, as trustee and paying agent/registrar (the “*Trustee*”), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the last Business Day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a “*Special Record Date*”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the “*Bonds*”), dated as of April 15, 2022, and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of April 15, 2022 (the “*Indenture*”), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Phase 2A and 3A2 Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs

The Bonds are special, limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

In the Indenture, the City has reserved the right to issue Refunding Bonds payable from and secured by a lien on and pledge of the sources described above on a parity with this Bond.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of \$25,000 and any multiple of \$1,000 in excess thereof (“*Authorized Denominations*”). Except to the extent permitted by the Indenture, the City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$25,000, and any attempt to do so will be void and of no effect. Notwithstanding the foregoing, (A) if necessary to effectuate or as a result of the partial redemption of any Bond, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000 may be authorized, or (B) the Bonds or any portion thereof is defeased, the Bonds or portion thereof defeased may be authorized in denominations of \$1,000 or any integral multiple thereof.

The Bonds maturing on August 15 in each of the years 20__, 20__, 20__ and 20__ (collectively, “Term Bonds”), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing August 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__*	

Term Bonds Maturing August 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__*	

Term Bonds Maturing August 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__*	
August 15, 20__	

Term Bonds Maturing August 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__*	
August 15, 20__	

* Stated maturity.

At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select by lot a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to the Indenture shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after August 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of the principal amount thereof, plus accrued interest to the date of redemption (“*Optional Redemption*”).

The Bonds are subject to extraordinary optional redemption prior to maturity, in whole or in part, on any date, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund, as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture (“*Extraordinary Optional Redemption*”).

If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the principal amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

If less than all of the Bonds are called for Optional Redemption, the Trustee shall rely on directions provided in a City Order in selecting the Bonds to be redeemed.

If less than all of the Bonds are called for Extraordinary Optional Redemption, the Bonds to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City has the right to rescind any optional redemption or extraordinary optional redemption described in the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The

Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond called for redemption in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, ROCKWALL COUNTY, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

It is hereby certified and recited that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Secretary

Mayor

(City Seal)

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

WILMINGTON TRUST,
NATIONAL ASSOCIATION,
as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) the Initial Bond shall be numbered T-1; and

(iii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__ ***	***	***
20__ ***	***	***
20__ ***	***	***
20__		“

Section 5.3. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by S&P Global Markets Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. Except as authorized under Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than \$25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers. Notwithstanding the foregoing, (A) if necessary to effectuate or as a result of the partial redemption of any Bond, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000 may be authorized, or (B) the Bonds or any portion thereof is defeased, the Bonds or portion thereof defeased may be authorized in denominations of \$1,000 or any integral multiple thereof, and CUSIP numbers may be assigned to such denominations in each of the foregoing instances.

Section 5.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;

- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts.

Fund: (i) The following Account is hereby created and established under the Bond

(A) Principal and Interest Account.

Reserve Fund: (ii) The following Accounts are hereby created and established under the

(A) Reserve Account; and

(B) Delinquency and Prepayment Reserve Account.

Project Fund: (iii) The following Accounts are hereby created and established under the

(A) Bond Improvement Account; and

(B) Costs of Issuance Account.

Pledged Revenue Fund: (iv) The following Account is hereby created and established under the

(A) Bond Pledged Revenue Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Reserve Account: \$___, which is equal to the initial Reserve Account Requirement;
- (ii) to the Costs of Issuance Account: \$___;
- (iii) to the Administrative Fund: \$___; and
- (iv) to the Bond Improvement Account: \$___.

Section 6.3. Pledged Revenue Fund.

(a) Upon receipt thereof, and no later than February 15 of each year, beginning February 15, 2023, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with Section 6.9 hereof. Following such deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred, pursuant to a City Order provided to the Trustee, the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account, an amount sufficient to pay debt service on the Bonds next coming due in the calendar year, and (ii) second, if necessary, to the Reserve Account, an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in Section 6.7 hereof and, immediately following the initial deposit to the Pledged Revenue Fund, and prior to any other transfers or deposits being made under this Section 6.3(a), the Additional Interest shall be transferred to the Funds and Accounts as prescribed by Sections 6.7(a) and 6.7(f) hereof. In addition, in the event the City owes Rebatable Arbitrage to the United States Government pursuant to Section 6.8 hereof, the City shall provide a City Order to the Trustee to transfer to the Rebate Fund, prior to any other transfer under this Section 6.3(a), the full amount of Rebatable Arbitrage owed by the City, as further described in Section 6.10(f) hereof. If any Assessments and Annual Installments remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such excess Assessments and Annual Installments for any one or more of the following purposes: (i) pay Phase 2A and 3A2 Costs, (ii) pay other costs permitted by the PID Act or (iii) deposit such excess into the Redemption Fund to redeem Bonds as provided in Article IV of this Indenture. Along with each transfer to the Trustee, the City shall provide a certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account,

such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds in the same manner described in Section 11.4(a) herein.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit, within two business days after receipt thereof, Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit, within two business days after receipt thereof, the Foreclosure Proceeds into the Pledged Revenue Fund and after such deposit shall transfer such Foreclosure Proceeds, as directed by the City pursuant to a City Order, first to the Reserve Fund to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement and second, to replenish the Delinquency and Prepayment Reserve Requirement), and second, to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 of this Indenture.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund for the purposes set forth in Section 6.3(a) hereof, as directed by the City in a City Order.

Section 6.4. **Bond Fund.**

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(f). Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 of this Indenture, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in clauses (i) and (iii) of Section 3.1. Except as provided in Section 6.5(c), (e) and (f), money on deposit in the Bond Improvement Account shall only be used to pay Phase 2A and 3A2 Costs.

(b) Disbursements from the Costs of Issuance Account shall be made by the Trustee to pay specified portions of the Bond Issuance Costs pursuant to one or more City Orders. Disbursements from the Bond Improvement Account to pay Phase 2A and 3A2 Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment. Each such City Order and/or Certificate for Payment shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such City Order and/or Certificate for Payment and the Trustee may rely on such payment instructions with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Bond Improvement Account are not expected to be expended for purposes of the Bond Improvement Account due to the abandonment, or constructive abandonment, of one or more of the Phase 2A and 3A2 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Bond Improvement Account will ever be expended for the purposes of the Bond Improvement Account, the City Representative shall file a City Order with the Trustee which identifies the amounts then on deposit in the Bond Improvement Account that are not expected to be used for purposes of the Bond Improvement Account. If such City Order is so filed, the amounts on deposit in the Bond Improvement Account shall be transferred to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Order filed with the Trustee. Upon such transfers, the Bond Improvement Account shall be closed.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Order stating that all Phase 2A and 3A2 Improvements have been completed and that all Phase 2A and 3A2 Costs have been paid, or that any Phase 2A and 3A2 Costs are not required to be paid from the Bond Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining in the Bond Improvement Account to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Order filed with the Trustee; provided, however, that the City shall not file a City Order pursuant to this Section if the Developer has submitted a Certificate for Payment to the City requesting payment from the Bond Improvement Account and the City has not yet completed its review of such Certificate for Payment. Upon such transfers, the Bond Improvement Account shall be closed.

(f) Upon a determination by the City Representative that all Bond Issuance Costs have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Bond Improvement Account and used to pay Phase 2A and 3A2 Costs or, if no Phase 2A and 3A2 Costs remain to be funded, to the Principal and Interest Account and used to pay interest on

the Bonds, as directed in a City Order filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, pursuant to a City Order, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 hereof on the dates specified for redemption as provided in Sections 4.3 and 4.4 hereof. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV hereof.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate and, when accumulated, maintain in the Reserve Account an amount equal to not less than the Reserve Account Requirement. Amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purposes set forth in this Indenture. In addition, on or before February 15, 2023, and on or before February 15 of each year thereafter, the Trustee shall transfer the Additional Interest from the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account. At the time the Delinquency and Prepayment Reserve Requirement is fully accumulated in the Delinquency and Prepayment Reserve Account, the Trustee shall provide written notice thereof to the City, and thereafter, the Trustee shall begin transferring the Additional Interest to either (i) the Administrative Fund for the payment of Annual Collection Costs or (ii) the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 hereof, as directed by the City pursuant to a City Order. In the event the Trustee does not receive a City Order directing the transfer of the Additional Interest to the Administrative Fund within forty-five (45) days of providing the foregoing notice to the City, the Trustee shall transfer the Additional Interest to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof and provide the City with written notification of such transfer. Notwithstanding the foregoing, if at any time the amount on deposit in the Delinquency and Prepayment Reserve Account falls below the Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated therein. In transferring the amounts pursuant to this Section, the Trustee may conclusively rely on a City Order (which shall be based on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan) unless and until it receives a City Order directing that a different amount be used. The Additional Interest shall continue to be collected and deposited pursuant to this Section 6.7 until the Bonds are no longer Outstanding.

(b) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) In the event of an extraordinary optional redemption of Bonds resulting from funds being deposited into the Redemption Fund pursuant to any provision of this Indenture, the Trustee, pursuant to a City Order, shall transfer from the Reserve Account to the Redemption

Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the funds on deposit in the Redemption Fund toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed pursuant to this Section 6.7(c), the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$1,000, from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) If on any Interest Payment Date, or on any other date as directed by a City Order, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess and shall transfer such excess to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty (30) days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, (iii) to the Bond Improvement Account to pay Phase 2A and 3A2 Costs if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iv) to the Redemption Fund to be applied to the redemption of Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the Delinquency and Prepayment Reserve Account exceed the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and such excess shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 hereof. In the event the Trustee does not receive a City Order directing the transfer of such excess to the Administrative Fund within forty-five (45) days of providing notice to the City of such excess, the Trustee shall transfer such excess to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer in full compliance with this Section.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency and Prepayment Reserve Account and second from the Reserve Account to the Bond Fund the amounts necessary to cure such deficiency. In such event, notwithstanding anything to the contrary in Section 6.7(a) above, the Additional Interest shall be used to replenish first, the Reserve Account and second, the Delinquency and Prepayment Reserve Account.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Delinquency and Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and interest due on all Outstanding Bonds on the next date the Bonds may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds on such date.

Section 6.8. Rebate Fund: Rebatable Arbitrage.

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate, as further set forth in a City Order sent to the Trustee. The Trustee may conclusively rely on such City Order as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section, but only so long as the Trustee follows such City Order in all respects.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the written instructions contained in the City Order and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) The first calculation to determine whether Rebatable Arbitrage is owed to the United States Government (each, a "Rebate Calculation") will be done on the date that is five years from the Delivery Date, and each subsequent Rebate Calculation will be done, at a minimum, (i) on the same date every five years thereafter and (ii) on the date the Bonds have been paid in full, either as a result of maturity or prior redemption. The City shall provide the Trustee with a City Order in connection with each Rebate Calculation made pursuant to this Section, and each City Order shall include a copy of the Rebate Calculation and shall state whether or not the City owes Rebatable Arbitrage to the United States Government.

(e) In the event it is found, after a Rebate Calculation has been done pursuant to this Section, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the investment

earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatable Arbitrage owed by the City. Such City Order shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the funds shall be transferred. If the final Rebate Calculation shows that the City owes Rebatable Arbitrage to the United States Government, and there are insufficient funds in the Pledged Funds to pay such Rebatable Arbitrage, the Trustee shall notify the City of such insufficiency, and the City shall transfer to the Trustee an amount equal to such insufficiency for deposit into the Rebate Fund within five (5) Business Days of receiving notice from the Trustee.

(f) If, on any date a Rebate Calculation is done, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Order, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. Administrative Fund.

(a) Periodically upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan, and other funds directed by the Indenture to be deposited therein.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Order solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account, other than the Reserve Fund, shall be invested by the Trustee in Investment Securities as directed by the City pursuant to a City Order filed with the Trustee; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Order filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Order shall be a certification, upon which the Trustee may conclusively rely without investigation or inquiry, that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such

investments shall be promptly sold to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to invest and re-invest cash balances in the [Wilmington U.S. Government Money Market Fund – Select Share Class CUSIP No. 97181C704], and only so long as the money required to be expended from any Fund will be available at the proper time or times.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as directed pursuant to a City Order.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.10(a) above. The Parties acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after a Rebate Calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebateable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebateable Arbitrage owed by the City. The City Order shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the Assessed Property from which the Assessment Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding particular Assessed Property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. **Against Encumbrances.**

(a) Other than Refunding Bonds issued to refund all or a portion of any Outstanding Bonds or Outstanding Refunding Bonds pursuant to Section 13.2 hereof, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and any Refunding Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4. **Records, Accounts, Accounting Reports.**

The City hereby covenants and agrees that so long as any Bonds are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty (30) days after the City receives such request.

Section 7.5. **Covenants Regarding Tax Exemption of Interest on Bonds.**

(a) The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(9) to pay to the United States of America at least once during each five-year period (beginning on the Delivery Date) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) In order to facilitate compliance with the above covenant (a)(9), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

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

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Phase 2A and 3A2 Costs on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Phase 2A and 3A2 Improvements are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than sixty (60) days after the earlier of (1) the fifth anniversary of the Delivery Date, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with

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

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. **Liability of City.**

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the “*Bond Documents*”), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City’s failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Pledged Revenues. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any

of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent.

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Owners of the Bonds agree.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and with respect to the Bonds.

Section 9.2. **Trustee Entitled to Indemnity.**

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder, or to deliver any notice when required hereunder. To the extent permitted by law and during the occurrence of an Event of Default, the Trustee shall be entitled to indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers as Trustee, and in such case the Trustee may make transfers from the Pledged Revenue Fund and Administrative Fund, and to the extent money in the Administrative Fund is insufficient, from the Pledged Revenue Fund, to pay all fees, costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. **Responsibilities of the Trustee.**

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture; or (vi) to undertake any other action unless specifically authorized pursuant to a written direction by the City or pursuant to this Indenture.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs. No implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee is not responsible for the terms or any agreement to which it is not a party and is not responsible for determining compliance with

the terms of any document to which it is not a party. The Trustee is not responsible for nor have any duty to monitor the performance or any action of any other person or entity. In any event, the Trustee shall not be liable for any amount in excess of the value of the Trust Estate.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Phase 2A and 3A2 Improvements. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) The Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, and the discharge of this Indenture.

(f) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(g) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refile of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(h) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds

thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(i) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of at least a majority of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

(j) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility it being understood that Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

(a) The Trustee may request and conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, direction, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant that the Trustee shall in good faith reasonably believe to be qualified in relation to the subject matter or is selected by the City in accordance with this Indenture, and the Trustee shall be under no duty to make any investigation or inquiry into, and shall not be deemed to have knowledge of, any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel selected by the Trustee with due care that is nationally recognized in the field of municipal bond law, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be

deemed to be conclusively proved and established by a City Order, unless other evidence in respect thereof be hereby specifically prescribed. Such City Order shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Order shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

(d) In the event that any portion of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Trust Estate, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 9.6. Compensation.

(a) The City hereby agrees to compensate the Trustee, from the amount collected each year for Annual Collection Costs and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar; provided, however, notwithstanding anything herein to the contrary, the aggregate value of this Indenture and the compensation paid to the Trustee under this Indenture does not and shall not exceed the dollar limitation set forth in Section 2274.002(a)(2) of the Texas Government Code. The Trustee hereby agrees that the fees it is to be paid for any fiscal year will not cause the aggregate compensation received by the Trustee pursuant to the terms of this Indenture to exceed the limitation set forth in Section 2274.002(a)(2).

(b) The Trustee hereby agrees to submit to the City and/or the Administrator an annual report, no later than six (6) months after each Bond Year, beginning with the Bond Year ending August 15, 2022, setting forth (i) the amount of fees the Trustee has received pursuant to the terms of this Indenture for the preceding Bond Year and (ii) the cumulative amount of fees paid to the Trustee pursuant to the terms of the Indenture to the date of the annual report. The Trustee hereby authorizes the City to include such information as a part of the City's continuing disclosure obligation in connection with the Bonds and to confirm compliance with the provisions of this Indenture and for no other purpose.

(c) Unless otherwise provided by contract with the Trustee, the Trustee, at the written direction of the City, shall transfer from the Administrative Fund, the previously determined and agreed upon, reasonable compensation for all services rendered by the Trustee hereunder, including its services as Paying Agent/Registrar and extraordinary services rendered, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, all pursuant to a City Order and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Order, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trustee has reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee shall make such payment from lawfully available funds in the Administrative Fund, and to the extent moneys in the Administrative Fund are insufficient then from any moneys in its possession under the provision of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder. The right of the Trustee to fees, expense, and indemnification, to the extent permitted by law, shall survive the release, discharge, and satisfaction of the Indenture.

(d) In the event that the Trustee renders any service not contemplated in this Indenture, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Indenture or the subject matter hereof, then the Trustee shall be compensated for such extraordinary services and any services or work performed by Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event, unless any such events are the result of the Trustee's negligence or willful misconduct.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be liable for any permissive actions taken except as a consequence of its own negligence or misconduct.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than thirty (30) days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such

resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time on thirty (30) days' advance written notice to the Trustee by (i) the Owners of at least a majority in aggregate Outstanding principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% in aggregate Outstanding principal amount of the Bonds.

Section 9.10. Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least a majority in aggregate Outstanding principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of its outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee To File Continuation Statements.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided herein, and such pledge is, under current law, valid, effective and perfected. If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible

personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC; provided unless the Trustee is otherwise notified by the City, the Trustee may conclusively rely upon the initial filing statements delivered to it in filing any continuation statements hereunder. The Trustee is not responsible for the initial filing of any financing statements.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of not less than a majority in aggregate of the principal amount of the Bonds then Outstanding, and the City's approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate, or any portion thereof, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except for the issuance of Refunding Bonds or as otherwise permitted by Applicable Laws or this Indenture), or (iii) reduce the percentage of Owners of the Bonds required for the amendment hereof. Any such amendment shall not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law, and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to set forth additional provisions, if deemed necessary or advisable, in connection with the issuance of Refunding Bonds permitted under the terms of this Indenture; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment will not adversely affect the: (i) interests of the Owners in any material respect and (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting; provided, however, that the same may not conflict with the terms of this Indenture. Without limiting the generality of the immediately preceding sentence, such rules and regulations may not reduce the percentage of Owners of Bonds required for the amendment of this Indenture as provided herein.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture, a notice shall have been mailed as hereinafter in this Section provided, and the City has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Procedure for Amendment Not Requiring Owner Consent.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. The City shall direct the Trustee to provide a copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, mailed by first class mail to each Owner of Bonds, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds as of the date of such execution and delivery.

Section 10.5. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith,

the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.7. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.8. Waiver of Default.

With the written consent of the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.9. Execution of Supplemental Indenture.

(a) In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

(b) No such amendment shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (i) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (ii) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (iii) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. **Events of Default.**

Each of the following occurrences or events shall be and is hereby declared to be an “Event of Default,” to wit:

(i) The failure of the City to deposit the Assessment Revenues to the Pledged Revenue Fund, as provided in Section 6.3(a) hereof;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2 hereof;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture, other than a default under (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and which shall give such notice at the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than one hundred eighty (180) days after such notice; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

The Trustee shall not be charged with knowledge of (a) any events or other information, or (b) any default under this Indenture or any other agreement unless a responsible officer of the Trustee shall have actual knowledge thereof.

Section 11.2. **Immediate Remedies for Default.**

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding hereunder shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate, and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing as provided in Section 11.1, (ii) such default has become an Event of Default and the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by

its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds, Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due or Redemption Price and to the Owners entitled thereto, without any discrimination or preference.

The Trustee shall make payments to the Owners pursuant to this Section 11.4 not later than thirty (30) days after receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of any Bond shall bind all future Owners of the

same Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Full compliance with any provision in this Article for the mailing of a notice or other document to Owners shall be deemed to have occurred if the notice is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. General.

The City shall do and perform or cause to be done and performed all reasonable acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. **Further Assurances; Due Performance.**

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. **Other Obligations or Other Liens; Refunding Bonds.**

(a) The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding any contrary provision of this Indenture, the City shall not issue additional bonds, notes or other obligations under this Indenture, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State.

(d) Notwithstanding anything herein to the contrary, no Refunding Bonds may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds are scheduled to mature or be subject to mandatory sinking fund redemption on August 15 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds must be scheduled to be paid on February 15 and August 15 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Trust Estate and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

**PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE
INDENTURE**

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

(a) Any Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to

this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds and shall not be part of the Trust Estate. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

(c) Until all Defeased Debt shall have become due and payable, the Trustee and the Paying Agent/Registrar each shall perform the services of Trustee and Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Indenture.

ARTICLE XV

MISCELLANEOUS

Section 15.1. **Benefits of Indenture Limited to Parties.**

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. **Successor is Deemed Included in All References to Predecessor.**

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. No Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City	City of Fate, Texas 1900 CD Boren Parkway Fate, Texas 75087 Attn: City Manager Telephone: (972) 771-4601
----------------	--

If to the Trustee, initially also acting in the capacity of Paying Agent/Registrar	Wilmington Trust, National Association 15950 North Dallas Parkway, Suite 550 Dallas, Texas 75248 Attn: Dayna Smith Telephone: (972) 383-3154
--	--

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Owner of a Bond notice of the redemption or defeasance of all Bonds Outstanding.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that anyone or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State. Venue and exclusive jurisdiction for any action to enforce or construe this Indenture shall be a state court of competent jurisdiction in Rockwall County, Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original. The City and the Trustee agree that electronic signatures to this Indenture may be regarded as original signatures.

Section 15.10. No Boycott of the State of Israel; No Terrorist Organization.

(a) The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands 'affiliate' to mean an entity that

controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

(b) The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2271.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF FATE, TEXAS

By: _____
Mayor

Attest:

City Secretary

(City Seal)

City Signature Page to Indenture of Trust

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Trustee Signature Page to Indenture of Trust

Exhibit A

CERTIFICATE FOR PAYMENT

The undersigned is an agent for _____ (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from the Bond Improvement Account of the Project Fund from _____ (the “Trustee”) in the amount of _____ (\$_____) to be transferred from the Bond Improvement Account of the Project Fund upon the delivery of the Bonds for costs incurred in the establishment, administration, and operation of the Williamsburg Public Improvement District No. 1 (the “District”) and costs incurred for the creation, acquisition and construction of the Phase 2A and 3A2 Improvements, as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Fate, Texas (the “City”) and the Trustee dated as of April 15, 2022 relating to the “CITY OF FATE, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1 PHASE 2A AND 3A2)” (the “Indenture”).

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds have not been the subject of any prior payment request submitted to the City. The payment requested for the below referenced Phase 2A and 3A2 Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the below costs is a true and accurate representation of the costs associated with the establishment, administration and operation of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan. The amount listed for the Phase 2A and 3A2 Improvements below is a true and accurate representation of the actual Phase 2A and 3A2 Costs associated with the creation, acquisition, or construction of said Phase 2A and 3A2 Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Developer Continuing Disclosure Agreement and the Service and Assessment Plan.
5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The work with respect to the Phase 2A and 3A2 Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Phase 2A and 3A2 Improvements (or its completed segment).
7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall include said payments in the City Order (as defined in the Indenture) submitted to the Trustee directing payments to be made from the applicable account upon delivery of the Bonds.

CITY OF FATE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

THIS PAGE IS LEFT BLANK INTENTIONALLY.

APPENDIX B

SERVICE AND ASSESSMENT PLAN

THIS PAGE IS LEFT BLANK INTENTIONALLY.

Williamsburg Public Improvement District No. 1

2021 AMENDED AND RESTATED SERVICE AND ASSESSMENT
PLAN

DECEMBER 6, 2021



TABLE OF CONTENTS

Table of Contents	1
Introduction	3
Section I: Definitions	6
Section II: The District	17
Section III: Authorized Improvements	17
Section IV: Service Plan	19
Section V: Assessment Plan	19
Section VI: Terms of the Assessments	27
Section VII: Assessment Roll	32
Section VIII: Additional Provisions	32
Section IX: Additional Updates	34
List of Exhibits	41
Appendices	42
Exhibit A-1 – Map of District	43
Exhibit A-2 – Phase 1A Plat	44
Exhibit A-3 – Phase 1B Plat	49
Exhibit A-4 – Phase 1B-2 Plat	50
Exhibit A-5 – Phase 1B-3 Plat	52
Exhibit A-6 – Phase 2B Plat	53
Exhibit A-7 – Phase 2C Plat	55
Exhibit A-8 – Phase 3A1 Plat	57
Exhibit A-9 – Phase 2A Plat (Unrecorded).....	59
Exhibit A-10 – Phase 3A2 Plat (Unrecorded).....	61
Exhibit B – Authorized Improvements	63
Exhibit C – Service Plan	64
Exhibit D – Sources and Uses of Funds	65
Exhibit E – Assessment Allocation and Maximum Assessment	66
Exhibit F-1 - Phase 1A Assessment Roll.....	67
Exhibit F-2 – Phase 1A Annual Installment	75

Exhibit G-1 – Phase 1B Assessment Roll 76

Exhibit G-2 – Phase 1B Annual Installment..... 80

Exhibit H-1 – Phase 1B2 – 1B3 Assessment Roll 81

Exhibit H-2 – Phase 1B2 – 1B3 Annual Installment..... 87

Exhibit I-1 – Phase 2B, 2C, and 3A1 Assessment Roll 88

Exhibit I-2 – Phase 2B, 2C and 3A1 Annual Installment 96

Exhibit J-1 – Phase 2A and 3A2 Assessment Roll 97

Exhibit J-2 – Phase 2A and 3A2 Annual Installment..... 98

Exhibit K – Notice of Assessment Termination 99

Exhibit L-1 – Phase 1A Legal Description 103

Exhibit L-2 – Phase 1B Legal Description 107

Exhibit L-3 – Phase 1B2 – 1B3 Legal Description 109

Exhibit L-4 – Phase 2B, 2C and 3A1 Legal Description 115

Exhibit L-5 – Phase 2A and 3A2 Legal Description 126

Appendix A – Phase 2A and 3A2 Engineer’s Report 134

Appendix B-1 – Phase 1A Lot Type 1 Buyer Disclosure..... 156

Appendix B-2 – Phase 1A Lot Type 2 Buyer Disclosure..... 162

Appendix B-3 – Phase 1A Lot Type 3 Buyer Disclosure..... 168

Appendix B-4 – Phase 1B Lot Type 1 Buyer Disclosure..... 174

Appendix B-5 – Phase 1B Lot Type 2 Buyer Disclosure..... 180

Appendix B-6 – Phase 1B2-1B3 Lot Type 1 Buyer Disclosure 186

Appendix B-7 – Phase 1B-1B3 Lot Type 2 Buyer Disclosure 192

Appendix B-8 – Phase 2B, 2C, and 3A1 Lot Type 1 Buyer Disclosure..... 198

Appendix B-9 – Phase 2B, 2C, and 3A1 Lot Type 2 Buyer Disclosure..... 204

Appendix B-10 – Phase 2A and 3A2 Initial Parcel Buyer Disclosure 210

Appendix B-11 – Phase 2A and 3A2 Lot Type 1 Buyer Disclosure 216

Appendix B-12 – Phase 2A and 3A2 Lot Type 2 Buyer Disclosure 222

INTRODUCTION

Capitalized terms used in this 2021 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2021 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this 2021 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2021 Amended and Restated Service and Assessment Plan for all purposes.

On November 6, 2006, the City Council approved Resolution No. R-226 authorizing the creation of the City of Fate Public Improvement District No. 1 (Residential) covering approximately 436.963 acres of land described by metes and bounds in said Resolution.

On December 19, 2011, the City Council approved Ordinance No. 0-1205 which changed the name of the District from “City of Fate Public Improvement District No. 1 (Residential)” to “Williamsburg Public Improvement District No. 1” and levied the Phase 1A Assessments and approved the Phase 1A Assessment Roll.

On September 16, 2013, the City Council approved Resolution No. R-648, which approved the 2013 Annual Service Plan Update for the District and updated the Assessment Roll for 2013.

On April 17, 2014, the City Council approved Ordinance No. 0-1324, which authorized the issuance of Phase 1A Bonds secured by Phase 1A Assessments.

On April 17, 2014, the City Council approved Ordinance No. 0-1325, which levied the Phase 1B Assessments and approved the Phase 1B Assessment Roll.

On April 17, 2014, the City Council approved Ordinance No. 0-1326, which authorized the issuance of Phase 1B Bonds secured by Phase 1B Assessments.

On August 31, 2015, the City Council approved Resolution No. R-992, which approved the 2015 Annual Service Plan Update for the District and updated the Assessment Roll for 2015.

On August 29, 2016, the City Council approved Resolutions No. R-1209 and No. R-1210, which approved the 2016 Annual Service Plan Update for the District and updated the Assessment Roll for 2016.

On September 18, 2017, the City Council approved Resolutions No. R-1490 and No. R-1491, which approved the 2017 Annual Service Plan Update for the District and updated the Assessment Roll for 2017.

On January 22, 2018, the City Council approved Ordinance No. O-2018-001, which levied the Phase 1B2-1B3 Assessments and approved the Phase 1B2-1B3 Assessment Roll.

On August 20, 2018, the City Council approved Ordinance No. O-2018-043, which authorized the issuance of Phase 1B2-1B3 Bonds secured by Phase 1B2-1B3 Assessments.

On August 5, 2019, the City Council approved Ordinance No. O-2019-025, which approved the 2019 Amended and Restated Service and Assessment Plan, levied the Phase 2B, 2C, and 3A1 Assessments, and approved the Phase 2B, 2C, and 3A1 Assessment Roll.

On November 18, 2019, the City Council approved Ordinance No. O-2019-040 which approved the 2019 Updated Amended and Restated Service and Assessment plan which served to update the 2019 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) issuing Phase 1A Refunding Bonds, and (2) updating the Assessment Roll for Phase 1A.

On July 6, 2020, the City Council approved Resolution No. R-2020-045, which approved the 2020 Annual Service Plan Update for the District and updated the Assessment Rolls for 2020.

On July 6, 2021, the City Council approved Ordinance No. O-2021-024, which approved the 2021 Annual Service Plan Update for the District and updated the Assessment Rolls for 2021.

On December 6, 2021, the City Council adopted Ordinance No. O-2021-_____, which (1) approved and accepted this 2021 Amended and Restated Service and Assessment Plan, which replaced the 2019 Updated Amended and Restated Service and Assessment Plan in its entirety, (2) levied Phase 2A and 3A2 Assessments, and (3) updated the Assessment Rolls for the Phase 2A and 3A2 for 2021. This 2021 Amended and Restated Service and Assessment Plan also makes a finding of special benefit and Assessment allocation for Phase 2A and 3A2 Assessed Property.

The PID Act requires a service plan covering a period of at least five years defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the service plan include an assessment plan that assesses the actual costs of the authorized improvements against property in a public improvement district based on the special benefits conferred on the public improvement district 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 Phase 1A Assessment Roll, Phase 1B Assessment Roll, Phase 1B2-1B3 Assessment Roll, Phase 2B, 2C, and 3A1 Assessment Roll, and Phase 2A and 3A2 Assessment Roll are included in this 2021 Amended and Restated Service and Assessment Plan as **Exhibit F-1, Exhibit G-1, Exhibit H-1, Exhibit I-1, and Exhibit J-1**, respectively.

[Remainder of page intentionally left blank.]

SECTION I: DEFINITIONS

“2019 Amended and Restated Service and Assessment Plan” means the amended and restated service and assessment plan approved on August 5, 2019, by the City by Ordinance No. O-2019-025, which served to amend and restate and incorporate into one document the Phase 1A Service and Assessment Plan, the Phase 1B Service and Assessment Plan, and the Phase 1B2-1B3 Service and Assessment Plan, and which was replaced in its entirety by the 2019 Updated Amended and Restated Service and Assessment Plan.

“2019 Updated Amended and Restated Service and Assessment Plan” means the amended and restated service and assessment plan approved on November 18, 2019, by the City by Ordinance No. O-2019-040, which replaced the 2019 Amended and Restated Service and Assessment Plan, updated annually, and which is to be replaced in its entirety by this 2021 Amended and Restated Service and Assessment Plan.

“2021 Amended and Restated Service and Assessment Plan” means this 2021 Amended and Restated Service and Assessment Plan, which replaces in its entirety the 2019 Updated Amended and Restated Service and Assessment Plan, as it may be modified and updated from time to time.

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of owners and developers of the District: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) to acquire easements and other right-of-way; (5) for third-party professional consulting services including, but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (6) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (7) of fees charged by the City or any other political subdivision or governmental authority; and (8) to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the owners or developers. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsections (3), (4), (5), and (7) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“Administrator” means the person or entity designated by the City Council to perform the duties and obligations of the “Administrator” in this 2021 Amended and Restated Service and Assessment Plan.

“Annual Administrative Costs” mean the actual or estimated costs paid or incurred in connection with the administration and operation of the District that are paid from the additional interest authorized by Section 372.018(a) of the PID Act including, but not limited to (1) an amount to pay Prepayment Costs, (2) an amount equal to the amount by which Annual Collection Costs paid or incurred exceed Annual Collection Costs collected; and (3) an amount to pay the costs of Authorized Improvements under circumstances determined appropriate by the City Council.

“Annual Collection Costs” mean the actual or estimated costs (including reasonable attorneys’ fees) paid or incurred in connection with: (1) the preparation of Annual Service Plan Updates and the resulting adjustments, if any, to Assessments or Annual Installments; (2) the computation, collection, and application of payments of Assessments and Annual Installments and any other payments related thereto; (3) the performance of any duties or obligations imposed by this 2021 Amended and Restated Service and Assessment Plan or any Bond Indenture related to (i) the computation, collection, and application of payments of Assessments and Annual Installments and any other related payments, or (ii) the use of any of the foregoing payments to pay the cost of Authorized Improvements as deemed appropriate by the City Council; and (4) maintaining books and records with respect to the foregoing.

“Annual Installment” means, for any Assessed property for which the Assessment will be collected in installments, the sum of: (1) the annual installment of the principal amount of the Assessment; (2) annual interest on the unpaid principal amount of the Assessment; (3) Annual Collection Costs allocated to such Assessed Property; (4) Delinquent Collection Costs attributable to such Assessed Property; and (5) Annual Administrative Costs (up to a maximum amount determined by the additional interest authorized by Section 372.018(a) of the PID Act) allocated to such Assessed Property.

“Annual Service Plan Update” means an update to this 2021 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

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

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

“Assessment Ordinance” means any ordinance adopted by the City Council in accordance with the PID Act that levies Assessments.

“Assessment Roll” means the assessment roll, in one or more parts, for the 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 updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Updates. The Phase 1A Assessment Roll, Phase 1B Assessment Roll, Phase 1B2-1B3 Assessment Roll, Phase 2B, 2C, and 3A1 Assessment Roll, and Phase 2A and 3A2 Assessment Roll are included in this 2021 Amended and Restated Service and Assessment Plan as **Exhibit F-1, Exhibit G-1, Exhibit H-1, Exhibit I-1, and Exhibit J-1**, respectively.

“Assessment Plan” assesses the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

“Authorized Improvements” mean improvements authorized by Section 372.003 of the PID Act including those listed in **Section III**.

“Bond Indenture” means an indenture of trust, trust agreement, ordinance, or similar agreement between the City and the Trustee setting forth the terms and conditions relating to a series of PID Bonds, as the same may be modified, amended, and/or supplemented from time to time.

“City” means the City of Fate, Texas.

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

“County” means Rockwall County, Texas.

“Delinquent Collection Costs” mean, for any Assessed Property, interest, penalties and attorneys’ fees that are authorized by the PID Act and by the Assessment Ordinance and that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent payments due under this 2021 Amended and Restated Service and Assessment Plan, including costs and expenses related to the foreclosure of liens.

“District” means approximately 436.963 acres located within the corporate limits of the City, as shown on **Exhibit A-1** and as more specifically described by metes and bounds in Resolution No. R-226 which authorized the creation of the District.

“District Formation and Bond Issuance Costs” mean the costs associated with forming the District and issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, trustee fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, first year District administration reserves, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the establishment of the District and/or the issuance of PID Bonds.

“Engineer’s Report” means a report provided by a licensed professional engineer that identifies the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A** for Phase 2A and 3A2.

“Listed Event” has the meaning provided in either (1) for Phase 1A, the Phase 1A Continuing Disclosure Agreement of Issuer dated April 1, 2014, (2) for Phase 1B, the Phase 1B Continuing Disclosure Agreement of Issuer dated April 1, 2014, and the Phase 1B Continuing Disclosure Agreement of Developer dated April 1, 2014, (3) for Phase 1B2-1B3, the Phase 1B2-1B3 Continuing Disclosure Agreement of Issuer dated August 20, 2018, and the Phase 1B2-1B3 Continuing Disclosure Agreement of Developer dated August 20, 2018, or (4) for Phase 2B, 2C, and 3A1, the Phase 2B, 2C, and 3A1 Continuing Disclosure Agreement of Issuer dated August 5, 2019, and the Phase 2B, 2C, and 3A1 Continuing Disclosure Agreement of Developer dated August 5, 2019.

“Lot” means for any portion of the District for which a final subdivision plat has been recorded in the Official Public Records of the County, a tract of land described by “lot” in such final and recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single family residential, 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 determined by the Administrator and confirmed by the City Council.

“Maximum Assessment” means for each Lot Type on a per Lot basis, an Assessment equal to the lesser of: (1) the amount shown on **Exhibit E**, less any principal paid as part of the Annual Installment, and (2) for Lots within Phase 2B, 2C, and 3A1, an amount that produces an average Annual Installment resulting in the Maximum Equivalent Tax Rate. The Maximum Assessment shall be calculated for Parcels whose Assessments are securing PID Bonds at the time a final plat is filed.

“Maximum Equivalent Tax Rate” means for each Lot Type within Phase 2B, 2C, and 3A1, \$0.7089 per \$100 of estimated buildout value. The estimated buildout value for a Lot Type shall be determined by the Administrator 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 information that may help determine assessed value.

“Non-Benefited Property” means Parcels that receive no special benefit from the Authorized Improvements as determined by the City Council which may include Public Property.

“Owner” means D R Horton – Texas, Ltd., a Texas Limited Partnership.

“Parcel” means a parcel or tract of land within the District that is identified by (1) a metes and bounds description, (2) a tax map identification number assigned to the parcel or tract by the Rockwall Central Appraisal District for real property tax purposes, or (3) a block and lot number shown on a subdivision plat approved by the City.

“Phase 1A” means the initial area developed within the District as generally shown on the map on **Exhibit A-1** and as described by metes and bounds in **Exhibit L-1** consisting of approximately 92.379 acres.

“Phase 1A Annual Installments” mean the estimated Annual Installments for Phase 1A as shown on **Exhibit F-2**.

“Phase 1A Assessed Property” means any and all Parcels within Phase 1A other than Non-Benefited Property.

“Phase 1A Assessment” means, for any Phase 1A Assessed Property, the portion of the Phase 1A Improvements allocated to and assessed against such Phase 1A Assessed Property based on the special benefit conferred on such Phase 1A Assessed Property by the Phase 1A Improvements.

“Phase 1A Assessment Ordinance” means the Assessment Ordinance approved on December 19, 2011, by Ordinance No. 0-1205 which levied the Phase 1A Assessments on Phase 1A Assessed Property.

“Phase 1A Assessment Roll” means the Assessment Roll for Phase 1A included in this 2021 Amended and Restated Service and Assessment Plan as **Exhibit F-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Phase 1A Bonds” mean those certain “City of Fate, Texas, Special Assessment Revenue Bonds, Series 2014 (Williamsburg Public Improvement District No. 1 Phase 1A)” that are secured by Phase 1A Assessments.

“Phase 1A Refunding Bonds” mean those certain “City of Fate, Texas, Special Assessment Revenue Refunding Bonds, Series 2019 (Williamsburg Public Improvement District No. 1 Phase 1A)” that are secured by Phase 1A Assessments.

“Phase 1A Costs” means the Actual Costs of the Phase 1A Improvements.

“Phase 1A Improvements” mean the Authorized Improvements which only benefit the Phase 1A Assessed Property and are described in **Section III.A** hereto.

“Phase 1A Lot Type 1” means any Lot within Phase 1A zoned “SF-7.0,” which Lots are generally 70 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for any Lot designated as a Phase 1A Lot Type 1 are shown on **Appendix B-1**.

“Phase 1A Lot Type 2” means any Lot within Phase 1A zoned “SF-6.0,” which Lots are generally 60 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for any Lot designated as a Phase 1A Lot Type 2 are shown on **Appendix B-2**.

“Phase 1A Lot Type 3” means any Lot within Phase 1A zoned “SF-5.5,” which Lots are generally 50 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for any Lot designated as a Phase 1A Lot Type 3 are shown on **Appendix B-3**.

“Phase 1A Service and Assessment Plan” means the service and assessment plan approved and adopted by the City on December 11, 2011, via Ordinance No. _____, and replaced in its entirety by the 2019 Amended and Restated Service and Assessment Plan.

“Phase 1B” means the second area developed within the District as generally shown on the map on **Exhibit A-1** and as described by metes and bounds in **Exhibit L-2** consisting of approximately 43.747 acres.

“Phase 1B Annual Installments” mean the estimated Annual Installments for Phase 1B as shown on **Exhibit G-2**.

“Phase 1B Assessed Property” means any and all Parcels within Phase 1B other than Non-Benefited Property.

“Phase 1B Assessment” means, for any Phase 1B Assessed Property, the portion of the Phase 2B Improvements allocated to and assessed against such Phase 1B Assessed Property based on the special benefit conferred on such Phase 1B Assessed Property by the Phase 1B Improvements.

“Phase 1B Assessment Ordinance” means the Assessment Ordinance approved on April 17, 2014 by Ordinance No. 0-1325 which levied the Phase 1B Assessments on Phase 1B Assessed Property.

“Phase 1B Assessment Roll” means the Assessment Roll for Phase 1B included in this 2021 Amended and Restated Service and Assessment Plan as **Exhibit G-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Phase 1B Bonds” mean those certain “City of Fate, Texas, Special Assessment Revenue Bonds, Series 2014 (Williamsburg Public Improvement District No. 1 Phase 1B)” that are secured by Phase 1B Assessments.

“Phase 1B Costs” means the Actual Costs of the Phase 1B Improvements.

“Phase 1B Improvements” mean the Authorized Improvements which only benefit the Phase 1B Assessed Property and are described in **Section III.B** hereto.

“Phase 1B Service and Assessment Plan” means the service and assessment plan approved and adopted by the City on April 17, 2014, via Ordinance No. _____, and replaced in its entirety by the 2019 Amended and Restated Service and Assessment Plan.

“Phase 1B Lot Type 1” means any Lot within Phase 1B which is generally 60 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for any Lot designated as a Phase 1B Lot Type 1 are shown on **Appendix B-4**.

“Phase 1B Lot Type 2” means any Lot within Phase 1B which is generally 50 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for any Lot designated as a Phase 1B Lot Type 2 are shown on **Appendix B-5**.

“Phase 1B2-1B3” means the third area developed within the District as generally shown on the map on **Exhibit A-1** and as described by metes and bounds in **Exhibit L-3** consisting of approximately 54.344 acres.

“Phase 1B2-1B3 Annual Installments” mean the estimated Annual Installments for Phase 1B2-1B3 as shown on **Exhibit H-2**.

“Phase 1B2-1B3 Assessed Property” means any and all Parcels within Phase 1B2-1B3 other than Non-Benefited Property.

“Phase 1B2-1B3 Assessment” means, for any Phase 1B2-1B3 Assessed Property, the portion of the Phase 1B2-1B3 Improvements allocated to and assessed against such Phase 1B2-1B3 Assessed Property based on the special benefit conferred on such Phase 1B2-1B3 Assessed Property by the Phase 1B2-1B3 Improvements.

“Phase 1B2-1B3 Assessment Ordinance” means the Assessment Ordinance approved on January 22, 2018, by Ordinance No. 2018-001 which levied Phase 1B2-1B3 Assessments on Phase 1B2-1B3 Assessed Property.

“Phase 1B2-1B3 Assessment Roll” means the Assessment Roll for Phase 1B2-1B3 included in this 2021 Amended and Restated Service and Assessment Plan as **Exhibit H-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Phase 1B2-1B3 Bonds” mean those certain “City of Fate, Texas, Special Assessment Revenue Bonds, Series 2018 (Williamsburg Public Improvement District No. 1 Phase 1B2-1B3)” that are secured by Phase 1B2-1B3 Assessments.

“Phase 1B2-1B3 Costs” means the Actual Costs of the Phase 1B2-1B3 Improvements.

“Phase 1B2-1B3 Improvements” mean the Authorized Improvements which only benefit the Phase 1B2-1B3 Assessed Property and are described in **Section III.C** hereto.

“Phase 1B2-1B3 Lot Type 1” means any Lot within Phase 1B2-1B3 which is generally 60 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for any Lot designated as a Phase 1B2-1B3 Lot Type 1 are shown on **Appendix B-6**.

“Phase 1B2-1B3 Lot Type 2” means a Lot within Phase 1B2-1B3 which is generally 50 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for any Lot designated as a Phase 1B2-1B3 Lot Type 2 are shown on **Appendix B-7**.

“Phase 1B2-1B3 Service and Assessment Plan” means the service and assessment plan approved and adopted by the City on January 22, 2018, via Ordinance No. _____, and as updated on August 20, 2018, and replaced in its entirety by the 2019 Amended and Restated Service and Assessment Plan.

“Phase 2A and 3A2” means the fifth area to be developed within the District as generally shown on the map on **Exhibit A-1** and as described by metes and bounds in **Exhibit L-5** consisting of approximately 97.302 acres.

“Phase 2A and 3A2 Annual Installments” mean the estimated Annual Installments for Phase 2A and 3A2 as shown on **Exhibit J-2**. Annual Administrative Costs are not charged with respect to the Phase 2A and 3A2 Reimbursement Obligation, but will be included in the event Phase 2A and 3A2 Bonds are issued.

“Phase 2A and 3A2 Assessed Property” means any and all Parcels within Phase 2A and 3A2 other than Non-Benefited Property.

“Phase 2A and 3A2 Assessment” means, for any Phase 2A and 3A2 Assessed Property, the portion of the Phase 2A and 3A2 Improvements allocated to and assessed against such Phase 2A and 3A2 Assessed Property based on the special benefit conferred on such Phase 2A and 3A2 Assessed Property by the Phase 2A and 3A2 Improvements.

“Phase 2A and 3A2 Assessment Ordinance” means the Assessment Ordinance approved on December 6, 2021, which levied Phase 2A and 3A2 Assessments on Phase 2A and 3A2 Assessed Property.

“Phase 2A and 3A2 Assessment Roll” means the Assessment Roll for Phase 2A and 3A2 included in this 2021 Amended and Restated Service and Assessment Plan as **Exhibit J-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Phase 2A and 3A2 Bonds” means PID Bonds anticipated to be issued in 2022 by the City in one or more series and secured by Phase 2A and 3A2 Assessments to pay the unpaid principal amount plus accrued and unpaid interest due under the Phase 2A and 3A2 Reimbursement Agreement or to pay all or any portion of the cost of Phase 2A and 3A2 Improvements.

“Phase 2A and 3A2 Costs” means the Actual Costs of the Phase 2A and 3A2 Improvements.

“Phase 2A and 3A2 Improvements” mean the Authorized Improvements which only benefit the Phase 2A and 3A2 Assessed Property and are described in **Section III.E** hereto.

“Phase 2A and 3A2 Initial Parcel” means all of the area within Phase 2A and 3A2.

“Phase 2A and 3A2 Lot Type 1” means any Lot within Phase 2A and 3A2 which is generally 70 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for a Lot designated as a Phase 2A and 3A2 Lot Type 1 are shown on **Appendix B-11**.

“Phase 2A and 3A2 Lot Type 2” means any Lot within Phase 2A and 3A2 which is generally 50 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for a Lot designated as a Phase 2A and 3A2 Lot Type 2 are shown on **Appendix B-12**.

“Phase 2A and 3A2 Reimbursement Agreement” means that certain “Williamsburg Public Improvement District No. 1 (Phase 2A and 3A2) Reimbursement Agreement,” effective December 6, 2021, by and between the City and the Owner.

“Phase 2A and 3A2 Reimbursement Obligation” means an amount not to exceed \$7,700,000.00 secured by the Phase 2A and 3A2 Assessments to be paid to the Owner pursuant to the Phase 2A and 3A2 Reimbursement Agreement. The Annual Installments of the Phase 2A and 3A2 Assessments for the Phase 2A and 3A2 Reimbursement Obligation are shown on **Exhibit J-2**.

“Phase 2B, 2C, and 3A1” means the fourth area to be developed within the District as generally shown on the map on **Exhibit A-1** and as described by metes and bounds in **Exhibit L-4** consisting of approximately 76.007 acres.

“Phase 2B, 2C, and 3A1 Annual Installments” mean the estimated Annual Installments for Phase 2B, 2C, and 3A1 as shown on **Exhibit I-2**.

“Phase 2B, 2C, and 3A1 Assessed Property” means any and all Parcels within Phase 2B, 2C, and 3A1 other than Non-Benefited Property.

“Phase 2B, 2C, and 3A1 Assessment” means, for any Phase 2B, 2C, and 3A1 Assessed Property, the portion of the Phase 2B, 2C, and 3A1 Improvements allocated to and assessed against such Phase 2B, 2C, and 3A1 Assessed Property based on the special benefit conferred on such Phase 2B, 2C, and 3A1 Assessed Property by the Phase 2B, 2C, and 3A1 Improvements.

“Phase 2B, 2C, and 3A1 Assessment Ordinance” means the Assessment Ordinance approved on July 15, 2019, which levied Phase 2B, 2C, and 3A1 Assessments on Phase 2B, 2C, and 3A1 Assessed Property.

“Phase 2B, 2C, and 3A1 Assessment Roll” means the Assessment Roll for Phase 2B, 2C, and 3A1 included in this 2021 Amended and Restated Service and Assessment Plan as **Exhibit I-1**, as

updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Phase 2B, 2C, and 3A1 Bonds” means PID Bonds issued by the City in one or more series and secured by Phases 2B, 2C, and 3A1 Assessments to pay the unpaid principal amount plus accrued and unpaid interest due under the Phase 2B, 2C, and 3A1 Reimbursement Agreement or to pay all or any portion of the cost of Phases 2B, 2B, and 3A1 Improvements.

“Phase 2B, 2C, and 3A1 Costs” means the Actual Costs of the Phase 2B, 2C, and 3A1 Improvements.

“Phase 2B, 2C, and 3A1 Improvements” mean the Authorized Improvements which only benefit the Phase 2B, 2C, and 3A1 Assessed Property and are described in **Section III.D** hereto.

“Phase 2B, 2C, and 3A1 Initial Parcel” means all of the area within Phase 2B, 2C, and 3A1.

“Phase 2B, 2C, and 3A1 Lot Type 1” means any Lot within Phase 2B, 2C, and 3A1 which is generally 60 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for a Lot designated as a Phase 2B, 2C, and 3A1 Lot Type 1 are shown on **Appendix B-8**.

“Phase 2B, 2C, and 3A1 Lot Type 2” means any Lot within Phase 2B, 2C, and 3A1 which is generally 50 feet wide and on which one single family dwelling unit is intended to be built. The estimated Annual Installments for a Lot designated as a Phase 2B, 2C, and 3A1 Lot Type 2 are shown on **Appendix B-9**.

“Phase 2B, 2C, and 3A1 Reimbursement Agreement” means that certain “Williamsburg Public Improvement District No. 1 (Phase 2B, 2C, and 3A1) Reimbursement Agreement,” effective July 15, 2019, by and between the City and the Owner.

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

“PID Bonds” mean bonds issued by the City, in one or more series, to finance all or a portion of the Actual Costs of the Authorized Improvements that confer special benefit on the Assessed Property, which may include funds for any required reserves and amounts necessary to pay the PID Bond issuance costs, and to be secured by a pledge of the Assessments pursuant to the authority granted in the PID Act, for the purposes of (1) financing the Actual Costs of Authorized Improvements, and (2) reimbursement for Actual Costs paid prior to the issuance of and payment for the PID Bonds. This term is used in this 2021 Amended and Restated Service and Assessment Plan to collectively refer to: (1) Phase 1A Bonds, (2) Phase 1B Bonds, (3) Phase 1B2-1B3 Bonds, (4) the Phase 2B, 2C, and 3A1 Bonds, and (5) the Phase 2A and 3A2 Bonds, if issued.

“Prepayment Costs” mean (1) interest on an Assessment from the date of the prepayment until the first available PID Bond redemption date, if applicable, plus (2) expenses paid or incurred by the City in connection with the prepayment.

“Public Property” means property within the District that is or will be owned by or dedicated to the federal government, the State of Texas, Rockwall County, the City, a school district, or any other governmental agency or political subdivision, whether the ownership or dedication is in fee simple or by easement or otherwise. Public Property will include the property that will be dedicated or conveyed to the City including the overhead storage facility, City parks and open space, streets, water and sewer lines and easements, drainage easements, and hike and bike trails.

“Quarterly Report” has the meaning provided in either (1) for Phase 1B, the Phase 1B Continuing Disclosure Agreement of Developer dated April 1, 2014, (2) for Phase 1B2-1B3, the Phase 1B2-1B3 Continuing Disclosure Agreement of Developer dated August 20, 2018, or (3) for Phase 2B, 2C, and 3A1, the Phase 2B, 2C, and 3A1 Continuing Disclosure Agreement of Owner dated August 5, 2019.

“Service Plan” means the five-year projection of annual costs and indebtedness, as more particularly shown on **Exhibit C**.

“Trustee” means the trustee (or successor trustee) under any applicable Bond Indenture.

[Remainder of page intentionally left blank.]

SECTION II: THE DISTRICT

The District includes approximately 436.963 acres located within the corporate limits of the City, as shown on **Exhibit A-1** and as more specifically described by metes and bounds in Resolution No. R-226 which authorized the creation of the District.

Phase 1A is the initial area developed within the District as generally shown on the plat on **Exhibit A-2** and is described by metes and bounds on **Exhibit L-1** consisting of approximately 92.379 acres. Phase 1A is comprised of 287 Lots, of which 4 Lots are Phase 1A Lot Type 1, 163 Lots are Phase 1A Lot Type 2, and 120 Lots are Phase 1A Lot Type 3.

Phase 1B is the second area developed within the District as generally shown on the plat on **Exhibit A-3** and is described by metes and bounds on **Exhibit L-2** consisting of approximately 43.747 acres. Phase 1B is comprised of 141 Lots, of which 73 Lots are Phase 1B Lot Type 1, and 68 Lots are Phase 1B Lot Type 2.

Phase 1B2-1B3 is the third area developed within the District as generally shown on the plats on **Exhibit A-4** and **Exhibit A-5**, and is described by metes and bounds on **Exhibit L-3** consisting of approximately 54.344 acres. Phase 1B2-1B3 is comprised of 217 Lots, of which 86 Lots are Phase 1B2-1B3 Lot Type 1, and 131 Lots are Phase 1B2-1B3 Lot Type 2.

Phase 2B, 2C, and 3A1 is the fourth area to be developed within the District as generally shown on the plats on **Exhibit A-6**, **Exhibit A-7**, and **Exhibit A-8**, and is described by metes and bounds on **Exhibit L-4** consisting of approximately 76.007 acres. Phase 2B, 2C, and 3A1 is expected to be comprised of 296 Lots, of which 95 Lots are Phase 2B, 2C, 3A1 Lot Type 1, and 201 Lots are Phase 2B, 2C, and 3A1 Lot Type 2.

Phase 2A and 3A2 is the fifth area to be developed within the District as generally shown on the plats on **Exhibit A-9** and **Exhibit A-10**, and is described by metes and bounds on **Exhibit L-5** consisting of approximately 97.302 acres. Phase 2A and 3A2 is expected to be comprised of 275 Lots, of which 130 Lots are Phase 2A and 3A2 Lot Type 1, and 145 Lots are Phase 2A and 3A2 Lot Type 2.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the improvements described below are Authorized Improvements authorized by the PID Act that confer a special benefit on the Assessed Property, as summarized on **Exhibit B**. Authorized

Improvements will be designed and constructed in accordance with City standards and specifications, and will be owned and operated by the City.

A. Phase 1A Improvements

Phase 1A Improvements provide a special benefit to the Phase 1A Assessed Property and include grading, water system improvements, sewer system improvements, storm drainage improvements, roadway paving, consulting, engineering, and survey expenses, and Phase 1A right-of-way acquisition expenses. The purpose of the Phase1A Improvements is to provide roadway, water, sewer and storm drain access to every Lot within Phase 1A.

B. Phase 1B Improvements

Phase 1B Improvements provide a special benefit to the Phase 1B Assessed Property and include grading, water system improvements, sewer system improvements, storm drainage improvements, roadway paving, consulting, engineering, and survey expenses, and erosion control expenses. The purpose of the Phase1B Improvements is to provide roadway, water, sewer and storm drain access to every Lot within Phase 1B.

C. Phase 1B2-1B3 Improvements

Phase 1B2-1B3 Improvements provide a special benefit to the Phase 1B2-1B3 Assessed Property and include water system improvements, sewer system improvements, storm drainage improvements, roadway paving, consulting, engineering, and survey expenses. The purpose of the Phase 1B2-1B3 Improvements is to provide roadway, water, sewer and storm drain access to every Lot within Phase 1B2-1B3.

D. Phase 2B, 2C, and 3A1 Improvements

Phase 2B, 2C, and 3A1 Improvements provide a special benefit to the Phase 2B, 2C, and 3A1 Assessed Property and include water system improvements, sewer system improvements, storm drainage improvements, roadway paving, consulting, engineering, and survey expenses. The purpose of the Phase 2B, 2C, and 3A1 Improvements is to provide roadway, water, sewer and storm drain access to every Lot within Phase 2B, 2C, and 3A1.

E. Phase 2A and 3A2 Improvements

Phase 2A and 3A2 Improvements provide a special benefit to the Phase 2A and 3A2 Assessed Property and include water system improvements, sewer system improvements, storm drainage improvements, roadway paving, consulting, engineering, and survey expenses. The purpose of the Phase 2A and 3A2 Improvements is to provide roadway, water, sewer and storm drain access to every Lot within Phase 2A and 3A2.

F. District Formation and Bond Issuance Costs

- *District Formation Costs*

Includes first year District administration reserves and any other cost or expense directly associated with the establishment of the District.

- *Debt Service Reserve Fund*

Equals the amount required under a Bond Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the capitalized interest payments on PID Bonds as reflected in an applicable Bond Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a series of PID Bonds including a fee for underwriter's counsel.

- *Cost of Issuance*

Includes costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, trustee fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance 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 by the City Council at least annually. **Exhibit C** summarizes the Service Plan for Phase 1A, Phase 1B, Phase 1B2-1B3, Phase 2B, 2C, and 3A1, and Phase 2A and 3A2.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements, fund required reserves and issue the PID Bonds. The sources and uses of funds shown in **Exhibit D** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the Authorized Improvements to the Assessed

Property based on the special benefit received by 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 Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council 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 municipality and the area to be assessed and the methods of assessing the special benefits for various classes of 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 Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by City staff and by third-party consultants retained by the City, has determined that the Assessments shall be allocated as follows:

- *Phase 1A*

The City Council has determined that the Phase 1A Improvements confer a special benefit on each Phase 1A Assessed Property based on an estimate of the average, fully improved value of each Parcel, including the value of the land and all improvements located, placed, or constructed thereon. The special benefit conferred by the Phase 1A Improvements is greater for larger Parcels which will be sold to builders for a higher price and on which the builders will construct larger more expensive homes that benefit from the Phase 1A Improvements in proportion to their fully improved value. Each Lot that is determined to be Phase 1A Assessed Property is classified according to size as Phase 1A Lot Type 1, Phase 1A Lot Type 2, and Phase 1A Lot Type 3. For each Lot Type and estimate of fully improved value is provided. The Lot Types are then given an “equivalent unit value” based on their relative estimated improved values, with Phase 1A Lot Type 1 (being the largest with the highest estimated improved value) having an equivalent unit value of 1.00. The remaining Lot Types within Phase 1A have smaller equivalent unit values in proportion to their estimated improved values. The Phase 1A Assessments are then allocated among the total equivalent unit values for all Lots within Phase 1A to produce an Assessment per equivalent unit. The Assessment per equivalent unit, when multiplied by the equivalent unit value for each Lot Type, produces a Maximum Assessment per Lot Type as shown on **Exhibit E**.

- *Phase 1B*

The City Council has determined that the Phase 1B Improvements confer a special benefit on each Phase 1B Assessed Property based on an estimate of the average, fully improved value of each Parcel, including the value of the land and all improvements located, placed, or constructed thereon. The special benefit conferred by the Phase 1B Improvements is greater for larger Parcels which will be sold to builders for a higher price and on which the builders will construct larger more expensive homes that benefit from the Phase 1B Improvements in proportion to their fully improved value. Each Lot that is determined to be Phase 1B Assessed Property is classified according to size as Phase 1B Lot Type 1 and Phase 1B Lot Type 2. For each Lot Type and estimate of fully improved value is provided. The Lot Types are then given an “equivalent unit value” based on their relative estimated improved values, with Phase 1B Lot Type 1 (being the largest with the highest estimated improved value) having an equivalent unit value of 1.00. The remaining Lot Types within Phase 1B have smaller equivalent unit values in proportion to their estimated improved values. The Phase 1B Assessments are then allocated among the total equivalent unit values for all Lots within Phase 1B to produce an Assessment per equivalent unit. The Assessment per equivalent unit, when multiplied by the equivalent unit value for each Lot Type, produces a Maximum Assessment per Lot Type as shown on **Exhibit E**.

- *Phase 1B1-1B2*

The City Council has determined that the Phase 1B2-1B3 Improvements confer a special benefit on each Phase 1B2-1B3 Assessed Property based on an estimate of the average, fully-improved value of each Parcel, including the value of the land and all improvements located, placed, or constructed thereon. The special benefit conferred by the Phase 1B2-1B3 Improvements is greater for larger Parcels which will be sold to builders for a higher price and on which the builders will construct larger more expensive homes that benefit from the Phase 1B2-1B3 Improvements in proportion to their fully improved value. Each Lot that is determined to be Phase 1B2-1B3 Assessed Property is classified according to size as Phase 1B2-1B3 Lot Type 1 and Phase 1B2-1B3 Lot Type 2. For each Lot Type and estimate of fully improved value is provided. The Lot Types are then given an “equivalent unit value” based on their relative estimated improved values, with Phase 1B2-1B3 Lot Type 1 (being the largest with the highest estimated improved value) having an equivalent unit value of 1.00. The remaining Lot Types within Phase 1B2-1B3 have smaller equivalent unit values in proportion to their estimated improved values. The Phase 1B2-1B3 Assessments are then allocated among the total equivalent unit values for all Lots within Phase 1B2-1B3 to produce an Assessment per equivalent unit. The Assessment per equivalent unit, when multiplied by the equivalent unit value for each Lot Type, produces a Maximum Assessment per Lot Type as shown on **Exhibit E**.

- *Phase 2B, 2C, and 3A1*

The City Council has determined that the Phase 2B, 2C, and 3A1 Improvements confer a special benefit on each Phase 2B, 2C, and 3A1 Assessed Property based on an estimate of the average, fully-improved value of each Parcel, including the value of the land and all improvements located, placed, or constructed thereon. The special benefit conferred by the Phase 2B, 2C, and 3A1 Improvements is greater for larger Parcels which will be sold to builders for a higher price and on which the builders will construct larger more expensive homes that benefit from the Phase 2B, 2C, and 3A1 Improvements in proportion to their fully improved value. Each Lot that is determined to be Phase 2B, 2C, and 3A1 Assessed Property is classified according to size as Phase 2B, 2C, and 3A1 Lot Type 1 and Phase 2B, 2C, and 3A1 Lot Type 2. For each Lot Type and estimate of fully improved value is provided. The Lot Types are then given an “equivalent unit value” based on their relative estimated improved values, with Phase 2B, 2C, and 3A1 Lot Type 1 (being the largest with the highest estimated improved value) having an equivalent unit value of 1.00. The remaining Lot Types within Phase 2B, 2C, and 3A1 have smaller equivalent unit values in proportion to their estimated improved values. The Phase 2B, 2C, and 3A1 Assessments are then allocated among the total equivalent unit values for all Lots within Phase 2B, 2C, and 3A1 to produce an Assessment per equivalent unit. The Assessment per equivalent unit, when multiplied by the equivalent unit value for each Lot Type, produces a Maximum Assessment per Lot Type as shown on **Exhibit E**.

- *Phase 2A and 3A2*

The City Council has determined that the Phase 2A and 3A2 Improvements confer a special benefit on each Phase 2A and 3A2 Assessed Property based on an estimate of the average, fully-improved value of each Parcel, including the value of the land and all improvements located, placed, or constructed thereon. The special benefit conferred by the Phase 2A and 3A2 Improvements is greater for larger Parcels which will be sold to builders for a higher price and on which the builders will construct larger more expensive homes that benefit from the Phase 2A and 3A2 Improvements in proportion to their fully improved value. Each Lot that is determined to be Phase 2A and 3A2 Assessed Property is classified according to size as Phase 2A and 3A2 Lot Type 1 and Phase 2A and 3A2 Lot Type 2. For each Lot Type and estimate of fully improved value is provided. The Lot Types are then given an “equivalent unit value” based on their relative estimated improved values, with Phase 2A and 3A2 Lot Type 1 (being the largest with the highest estimated improved value) having an equivalent unit value of 1.00. The remaining Lot Types within Phase 2A and 3A2 have smaller equivalent unit values in proportion to their estimated improved values. The Phase 2A and 3A2 Assessments are then allocated among the total equivalent unit values for all Lots within Phase 2A and 3A2 to produce an Assessment per

equivalent unit. The Assessment per equivalent unit, when multiplied by the equivalent unit value for each Lot Type, produces a Maximum Assessment per Lot Type as shown on **Exhibit E**.

B. Assessments

▪ *Phase 1A*

The Phase 1A Assessments have been levied on the Phase 1A Assessed Property as shown on the Phase 1A Assessment Roll, attached hereto as **Exhibit F-1**. The projected Phase 1A Annual Installments are shown on **Exhibit F-2**.

▪ *Phase 1B*

The Phase 1B Assessments have been levied on the Phase 1B Assessed Property as shown on the Phase 1B Assessment Roll, attached hereto as **Exhibit G-1**. The projected Phase 1B Annual Installments are shown on **Exhibit G-2**.

▪ *Phase 1B2-1B3*

The Phase 1B2-1B3 Assessments have been levied on the Phase 1B2-1B3 Assessed Property as shown on the Phase 1B2-1B3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Phase 1B2-1B3 Annual Installments are shown on **Exhibit H-2**.

▪ *Phase 2B, 2C, and 3A1*

The Phase 2B, 2C, and 3A1 Assessments have been levied on the 2B, 2C, and 3A1 Assessed Property as shown on the 2B, 2C, and 3A1 Assessment Roll, attached hereto as **Exhibit I-1**. The projected Phase 2B, 2C, and 3A1 Annual Installments are shown on **Exhibit I-2**.

▪ *Phase 2A and 3A2*

The Phase 2A and 3A2 Assessments have been levied on the 2B, 2C, and 3A1 Assessed Property as shown on the 2B, 2C, and 3A1 Assessment Roll, attached hereto as **Exhibit J-1**. The projected Phase 2A and 3A2 Annual Installments are shown on **Exhibit J-2**.

C. Findings of Special Benefit

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

1. *Phase 1A*

- a. The Phase 1A Costs and District Formation and Bond Issuance Costs equal \$6,152,275 as shown on **Exhibit B**; and
- b. The Phase 1A Assessed Property receives special benefit from the Phase 1A

Improvements equal to or greater than the Phase 1A Costs; and

- c. The Phase 1A Assessed Property is allocated 100% of the \$4,625,000 in Phase 1A Assessments levied by the Phase 1A Assessment Ordinance, as shown on the Phase 1A Assessment Roll attached hereto as **Exhibit F-1** (outstanding Phase 1A Assessments have been reduced by prepayments and principal payments made as part of Phase 1A Annual Installments); and
- d. The special benefit ($\geq \$6,152,275$) received by Phase 1A Assessed Property from the Phase 1A Improvements is greater than the amount of the Phase 1A Assessments (\$4,625,000) levied for the Phase 1A Improvements.
- e. At the time the City Council levied the Phase 1A Assessments, the Owner owned 100% of the Phase 1A Assessed Property. The Owner acknowledged that the Phase 1A Improvements confer a special benefit on the Phase 1A Assessed Property and consented to the imposition of the Phase 1A Assessments to pay for the Actual Costs associated therewith.

2. *Phase 1B*

- a. The Phase 1B Costs and District Formation and Bond Issuance Costs equals \$4,478,044 as shown on **Exhibit B**; and
- b. The Phase 1B Assessed Property receives special benefit from the Phase 1B Improvements equal to or greater than the Phase 1B Costs; and
- c. The Phase 1B Assessed Property is allocated 100% of the \$2,250,000 in Phase 1B Assessments levied by the Phase 1B Assessment Ordinance, as shown on the Phase 1B Assessment Roll attached hereto as **Exhibit G-1** (outstanding Phase 1B Assessments have been reduced by principal payments made as part of Phase 1B Annual Installments); and
- d. The special benefit ($\geq \$4,478,044$) received by Phase 1B Assessed Property from the Phase 1B Improvements is greater than the amount of the Phase 1B Assessments (\$2,250,000) levied for the Phase 1B Improvements.
- e. At the time the City Council levied the Phase 1B Assessments, the Owner owned 100% of the Phase 1B Assessed Property. The Owner acknowledged that the Phase 1B Improvements confer a special benefit on the Phase 1B Assessed Property and consented to the imposition of the Phase 1B Assessments to pay for the Actual Costs associated therewith.

3. *Phase 1B2-1B3*

- a. The Phase 1B2-1B3 Costs and District Formation and Bond Issuance Costs equals

\$6,373,229 as shown on **Exhibit B**; and

- b. The Phase 1B2-1B3 Assessed Property receives special benefit from the Phase 1B2-1B3 Improvements equal to or greater than the Phase 1B2-1B3 Cost; and
- c. The Phase 1B2-1B3 Assessed Property is allocated 100% of the \$4,810,000 in Phase 1B2-1B3 Assessments levied by the Phase 1B2-1B3 Assessment Ordinance, as shown on the Phase 1B2-1B3 Assessment Roll attached hereto as **Exhibit H-1** (outstanding Phase 1B2-1B3 Assessments have been reduced by principal payments made as part of Phase 1B2-1B3 Annual Installments); and
- d. The special benefit ($\geq \$6,373,229$) received by Phase 1B2-1B3 Assessed Property from the Phase 1B2-1B3 Improvements is greater than the amount of the Phase 1B2-1B3 Assessments (\$4,810,000) levied for the Phase 1B2-1B3 Improvements.
- e. At the time the City Council levied the Phase 1B2-1B3 Assessments, the Owner owned 100% of the Phase 1B2-1B3 Assessed Property. The Owner acknowledged that the Phase 1B2-1B3 Improvements confer a special benefit on the Phase 1B2-1B3 Assessed Property and consented to the imposition of the Phase 1B2-1B3 Assessments to pay for the Actual Costs associated therewith.

4. *Phase 2B, 2C, and 3A1*

- a. The Phase 2B, 2C, and 3A1 Costs and District Formation and Bond Issuance Costs equals \$7,250,000 as shown on **Exhibit B**; and
- b. The Phase 2B, 2C, and 3A1 Assessed Property receives special benefit from the Phase 2B, 2C, and 3A1 Improvements equal to or greater than the Phase 2B, 2C, and 3A1 Costs; and
- c. The Phase 2B, 2C, and 3A1 Assessed Property is allocated 100% of the \$7,250,000 in Phase 2B, 2C, and 3A1 Assessments levied by the Phase 2B, 2C, and 3A1 Assessment Ordinance, as shown on the Phase 2B, 2C, and 3A1 Assessment Roll attached hereto as **Exhibit I-1** (outstanding Phase 2B, 2C, and 3A1 Assessments have been reduced by principal payments made as part of Phase 2B, 2C, and 3A1 Annual Installments); and
- d. The special benefit ($\geq \$7,250,000$) received by Phase 2B, 2C, and 3A1 Assessed Property from the Phase 2B, 2C, and 3A1 Improvements is greater than or equal to the amount of the Phase 2B, 2C, and 3A1 Assessments (\$7,250,000) levied for the Phase 2B, 2C, and 3A1 Improvements.
- e. At the time the City Council levied the Phase 2B, 2C, and 3A1 Assessments, the Owner owned 100% of the Phase 2B, 2C, and 3A1 Assessed Property. The Owner

acknowledged that the Phase 2B, 2C, and 3A1 Improvements confer a special benefit on the Phase 2B, 2C, and 3A1 Assessed Property and consented to the imposition of the Phase 2B, 2C, and 3A1 Assessments to pay for the Actual Costs associated therewith.

5. *Phase 2A and 3A2*

- a. The Phase 2A and 3A2 Costs and District Formation and Bond Issuance Costs equals \$9,119,401 as shown on **Exhibit B**; and
- b. The Phase 2A and 3A2 Assessed Property receives special benefit from the Phase 2A and 3A2 Improvements equal to or greater than the Phase 2A and 3A2 Costs; and
- c. The Phase 2A and 3A2 Initial Parcel is allocated 100% of the \$7,700,000 in Phase 2A and 3A2 Assessments levied by the Phase 2A and 3A2 Assessment Ordinance, as shown on the Phase 2A and 3A2 Assessment Roll attached hereto as **Exhibit J-1**; and
- d. The special benefit (\geq \$9,119,401) received by Phase 2A and 3A2 Assessed Property from the Phase 2A and 3A2 Improvements is greater than or equal to the amount of the Phase 2A and 3A2 Assessments (\$7,700,000) levied for the Phase 2A and 3A2 Improvements.
- e. At the time the City Council levied the Phase 2A and 3A2 Assessments, the Owner owned 100% of the Phase 2A and 3A2 Assessed Property. The Owner acknowledged that the Phase 2A and 3A2 Improvements confer a special benefit on the Phase 2A and 3A2 Assessed Property and consented to the imposition of the Phase 2A and 3A2 Assessments to pay for the Actual Costs associated therewith.

D. Annual Collection Costs

Annual Collection Costs shall be allocated pro rata among all Assessed Property within District for which Assessments remain unpaid based on the amount of outstanding principal remaining on such Assessed Property to the total outstanding principal on all Assessed Property.

E. Annual Administrative Costs

Annual Administrative Costs shall be collected as part of each Annual Installment pursuant to the terms of the applicable Bond Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Subdivision

Upon the division of any Assessed Property, 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 number of equivalent units for each new subdivided Parcel

D = the sum of the equivalent units for all of the newly divided Assessed Properties

The administrator shall determine the number of equivalent units for each new Parcel based on an approved subdivision plat (or if none exists based on the Owner's then existing plan for development). Assessments for subdivided Parcels will be calculated by the Administrator and approved by the City Council in the next Annual Service Plan Update.

2. Upon Consolidation

If two or more Parcels are consolidated, the Assessment for the consolidated Parcels shall be the sum of the Assessments for the Parcels prior to consolidation.

Assessments for consolidated and/or subdivided Parcels will be calculated by the Administrator and approved by the City Council in the next Service Plan Update.

If the Assessment for any consolidated and/or subdivided Parcels exceeds the Maximum Assessment, a Mandatory Prepayment will be required as described in **Section VI.B.**

B. True-Up of Assessments if Maximum Assessment Exceeded

If, as a result of the division of any Parcel, the Assessment allocated to any Parcel exceeds the Maximum Assessment, then prior to the Parcel's division, the person(s) requesting the division must prepay the amount by which the Assessment for the divided Parcel exceeds the Maximum Assessment. The division of any Parcel shall not be recorded without a letter from the Administrator confirming that the prepayment has been made.

C. Mandatory Prepayment of Assessments

If the Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments levied for such Authorized Improvements, the City Council shall reduce each Assessment related to such Authorized Improvements on a pro-rata basis such that the sum of the resulting reduced Assessments, for all Assessed Properties receiving benefit from the Authorized Improvements, equals the reduced Actual Costs. The Assessments shall not, however, be reduced to an amount less than the applicable 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. If an Annual Installment has been billed prior to payment, the Annual Installment shall be due and payable and shall be credited against the prepayment.

If an Assessment is paid in full, with interest to the date of prepayment: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination."

If an Assessment is paid in part, with interest to the date of prepayment: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

- **Exhibit F-2** shows the estimated Phase 1A Annual Installments.
 - **Appendix B-1** shows the estimated Phase 1A Lot Type 1 Annual Installments per Lot.
 - **Appendix B-2** shows the estimated Phase 1A Lot Type 2 Annual Installments per Lot.
 - **Appendix B-3** shows the estimated Phase 1A Lot Type 3 Annual Installments per Lot.
- **Exhibit G-2** shows the estimated Phase 1B Annual Installments.
 - **Appendix B-4** shows the estimated Phase 1B Lot Type 1 Annual Installments per Lot.
 - **Appendix B-5** shows the estimated Phase 1B Lot Type 2 Annual Installments per Lot.
- **Exhibit H-2** shows the estimated Phase 1B2-1B3 Annual Installments.
 - **Appendix B-6** shows the estimated Phase 1B2-1B3 Lot Type 1 Annual Installments per Lot.
 - **Appendix B-7** shows the estimated Phase 1B2-1B3 Lot Type 2 Annual Installments per Lot.
- **Exhibit I-2** shows the estimated Phase 2B, 2C, and 3A1 Annual Installments.
 - **Appendix B-8** shows the estimated Phase 2B, 2C, and 3A1 Lot Type 1 Annual Installments per Lot.
 - **Appendix B-9** shows the estimated Phase 2B, 2C, and 3A1 Lot Type 2 Annual Installments per Lot.
- **Exhibit J-2** shows the estimated Phase 2A and 3A2 Annual Installments.
 - **Appendix B-11** shows the estimated Phase 2A and 3A2 Lot Type 1 Annual Installments per Lot.
 - **Appendix B-12** shows the estimated Phase 2A and 3A2 Lot Type 2 Annual Installments per Lot.

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 an updated Assessment Roll and updated calculations of Annual Installments. Annual Installments shall be reduced by any credits applied under the applicable Bond 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 for the City. The City Council may provide for other means of collecting Annual Installments. 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 the remaining Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with 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 delinquent if not paid prior to February 1 of the following year.

G. 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 Administrator shall prepare, and submit to the City Council for review and approval, proposed revisions to the Phase 1A Assessment Roll, the Phase 1B Assessment Roll, the Phase 1B2-1B3 Assessment Roll, the Phase 2B, 2C, and 3A1 Assessment Roll, and the Phase 2A and 3A2 Assessment Roll as well as the Phase 1A Annual Installments, the Phase 1B Annual Installments, the Phase 1B2-1B3 Annual Installments, the Phase 2B, 2C, and 3A1 Annual Installments, and the Phase 2A and 3A2 Annual Installments as part of each Annual Service Plan Update.

- The Phase 1A Assessment Roll is attached as **Exhibit F-1**.
- The Phase 1B Assessment Roll is attached as **Exhibit G-1**.
- The Phase 1B2-1B3 Assessment Roll is attached as **Exhibit H-1**.
- The Phase 2B, 2C, and 3A1 Assessment Roll is attached as **Exhibit I-1**.
- The Phase 2A and 3A2 Assessment Roll is attached as **Exhibit J-1**.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of any Assessed Property claims that an error has been made in any calculation required by this 2021 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the City within 30 days of the mailing of a bill for the Annual Installment resulting from the Annual Service Plan Update; otherwise, the owner shall be deemed to have unconditionally approved the calculation. Upon receipt of a written notice of error from an owner, the City shall refer the notice to the Administrator who shall provide a written response to the City and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response, and within 30 days the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2021 Amended and Restated Service and Assessment Plan, the Assessment Ordinance, or the Bond Indenture, or is 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 2021 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2021 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2021 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2021 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2021 Amended and Restated Service and Assessment Plan. Interpretations of this 2021 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners 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 B**. Within seven days of approval by the city Council, the City shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service an Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2021 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

SECTION IX: ADDITIONAL UPDATES

A. Listed Events

Phase 1A

Below is a list of all Listed Events that have occurred in Phase 1A:

- \$75,000 mandatory redemption on August 15, 2015
- \$75,000 mandatory redemption on August 15, 2016
- \$75,000 mandatory redemption on August 15, 2017
- \$100,000 mandatory redemption on August 15, 2018
- On December 12, 2019, the Issuer issued Special Assessment Revenue Refunding Bonds, Series 2019 (Williamsburg PID No.1 Phase-1A), which defeased \$4,200,000 of Special Assessment Revenue Bonds, Series 2014 (Williamsburg Public Improvement District No. 1 Phase 1A)

Phase 1B

Below is a list of all Listed Events that have occurred in Phase 1B:

- \$25,000 partial sinking fund redemption on August 15, 2015
- \$25,000 partial sinking fund redemption on August 15, 2016
- \$25,000 partial sinking fund redemption on August 15, 2017
- \$25,000 partial sinking fund redemption on August 15, 2018
- Developer's Quarterly Report Termination Notice on April 12, 2019
- \$25,000 partial sinking fund redemption on August 15, 2019
- \$50,000 partial sinking fund redemption on August 15, 2020

Phase 1B2-1B3

Below is a list of all Listed Events that have occurred in Phase 1B2-1B3:

- \$100,000 partial sinking fund redemption on August 15, 2019
- \$85,000 partial sinking fund redemption on August 15, 2020
- Developer's Quarterly Report Termination Notice on December 29, 2020

Phase 2B, 2C, and 3A1

Below is a list of all Listed Events that have occurred in Phase 2B, 2C, and 3A1:

- \$145,000 partial sinking fund redemption on August 15, 2020

Phase 2A and 3A2

Listed Events are not currently applicable to Phase 2A and 3A2.

B. Parcel Subdivision

Phase 1A

The final plat of Williamsburg, Phase 1A was filed and recorded with the County on November 28, 2007 and consists of 287 residential Lots and 20 Lots of Non-Benefited Property.

Phase 1B

The final plat of Williamsburg, Phase 1B was filed and recorded with the County and consists of 141 residential Lots.

Phase 1B2-1B3

- The final plat of Williamsburg, Phase 1B2 was filed and recorded with the County on August 24, 2017 and consists of 158 residential Lots and 11 Lots of Non-Benefited Property.
- The final plat of Williamsburg, Phase 1B3 was filed and recorded with the County on August 23, 2017 and consists of 59 residential Lots and 1 Lot of Non-Benefited Property.

Phase 2B, 2C, and 3A1

- The final plat of Williamsburg, Phase 2B was filed and recorded with the County on July 10, 2019 and consists of 95 residential Lots and 2 Lots of Non-Benefited Property.
- The final plat of Williamsburg, Phase 2C was filed and recorded with the County on April 11, 2019 and consists of 120 residential Lots and 11 Lots of Non-Benefited Property.
- The final plat of Williamsburg, Phase 3A1 was filed and recorded with the County on June 10, 2020 and consists of 81 residential Lots and 5 Lots of Non-Benefited Property.

Phase 2A and 3A2

No final plats have been filed on Phase 2A and 3A2.

C. Lot and Home Sales

Phase 1A

Phase 1A contains 287 residential Lots. All residential Lots are completely built out and sold to end-users.

Phase 1B

Phase 1B contains 141 residential Lots. All residential Lots are completely built out and sold to end-users.

Phase 1B2-1B3

Phase 1B2-1B3 contains 217 completed residential Lots. Of those completed Lots, 208 homes have been closed to end users and 5 are currently under construction.

Phase 2B, 2C, and 3A1

Per the Quarterly Report dated March 31, 2021, there are 296 completed residential Lots. Of those completed Lots, 130 homes have been closed to end users and 103 are currently under construction.

Phase 2A and 3A2

Phase 2A and 3A2 is anticipated in contain 275 residential Lots. Per the Owner, there are 275 complete Lots. Of those completed Lots, no homes have been closed to end users and no homes are currently under construction.

See **Appendix B** for Buyer Disclosures.

D. Prepayment of Assessments in Full

Phase 1A

The following is a list of all Parcels or Lots that made a Prepayment in full.

Phase 1A				
Property ID	Address	Lot Type	Prepayment Date	Recorded Lien Release Number
72764	494 Chandler Ct	3	N/A	N/A
72783	486 Franklin St	3	N/A	N/A

Phase 1B

The following is a list of all Parcels or Lots that made a Prepayment in full.

Phase 1B				
Property ID	Address	Lot Type	Prepayment Date	Recorded Lien Release Number
89620	516 Hunt Farms Rd	1	1/18/2018	N/A
89577	616 England St	1	11/1/2019	Pending
89564	533 Hunt Farms Rd	1	12/21/2020	Pending

Phase 1B2-1B3

No full prepayments of Assessments have occurred within Phase 1B2-1B3.

Phase 2B, 2C, and 3A1

No full prepayments of Assessments have occurred within Phase 2B, 2C, and 3A1.

Phase 2A and 3A2

No full prepayments of Assessments have occurred within Phase 2A and 3A2.

See **Exhibit K** for the template of the Notice of Termination of Assessment.

E. Partial Prepayment of Assessments

Phase 1A

No partial prepayments of Assessments have occurred within Phase 1A.

Phase 1B

No partial prepayments of Assessments have occurred within Phase 1B.

Phase 1B2-1B3

No partial prepayments of Assessments have occurred within Phase 1B2-1B3.

Phase 2B, 2C, and 3A1

No partial prepayments of Assessments have occurred within Phase 2B, 2C, and 3A1.

Phase 2A and 3A2

No partial prepayments of Assessments have occurred within Phase 2A and 3A2.

[Remainder of page intentionally left blank.]

F. Bond Funds

The Administrator has reviewed the following bond accounts related to the District as of March 31, 2022, and each account contains the amount shown below:

Phase 1A

Account:	3/31/2021 Balance
Williamsburg PID No. 1, Phase 1A, Series 2014	\$16.02
Pledged Revenue Fund	\$972.93
Bond Pledged Revenue Account	\$177,583.74
Bond Fund	\$0.00
Principal and Interest Account	\$0.00
Project Fund	\$0.00
Cost of Issuance	\$12,637.77
Reserve Fund	\$0.00
Reserve Account	\$156,873.71
Delinquency and Prepayment Reserve Account	\$81,074.77
Redemption Fund	\$0.00
Rebate Fund	\$0.00
Administrative Fund	\$31,213.69

Phase 1B

Account:	3/31/2021 Balance
Williamsburg PID No. 1, Phase 1B, Series 2014	\$0.00
Pledged Revenue Fund	\$203,625.58
Bond Fund	
Principal and Interest Account	\$0.10
Reserve Fund	
Reserve Account	\$193,348.81
Prepayment Reserve Account	\$23,596.73
Delinquency Reserve Account	\$52,774.09
Redemption Fund	\$14,835.17
Administrative Fund	\$32,753.84

Phase 1B2-1B3

Account:	3/31/2021 Balance
Williamsburg PID No. 1, Phase 1B2-1B3, Series 2018	\$0.00
Pledged Revenue Fund	\$145,963.89
Bond Fund	\$0.00
Principal and Interest Account	\$0.92
Project Fund	\$0.00
Bond Improvement Account	\$0.00
Costs of Issuance Account	\$4.12
Reserve Fund	\$0.00
Reserve Account	\$300,744.20
Delinquency and Prepayment Reserve Account	\$61,078.66
Redemption Fund	\$0.00
Rebate Fund	\$0.00
Administrative Fund	\$22,090.37

Phase 2B, 2C, and 3A1

Account:	3/31/2021 Balance
Williamsburg PID No. 1, Phase 2B, 2C, & 3A1, Series 2019	\$0.00
Pledged Revenue Fund	\$0.00
Bond Pledged Revenue Account	\$27,588.85
Bond Fund	\$0.00
Principal and Interest Account	\$0.80
Project Fund	\$0.00
Bond Improvement Account	\$535,871.54
Cost of Issuance Account	\$39,231.15
Reserve Fund	\$0.00
Reserve Account	\$431,068.12
Delinquency and Prepayment Reserve Account	\$36,302.20
Redemption Fund	\$0.00
Rebate Fund	\$0.00
Administrative Fund	\$39,152.13

Phase 2A and 3A2

Bond funds are not yet created.

G. Authorized Improvement Status

Phase 1A

The developer has completed the Authorized Improvements for Phase 1A listed in this 2021 Amended and Restated Service and Assessment Plan and the Authorized Improvements have been dedicated to the City.

Phase 1B

The developer has completed the Authorized Improvements for Phase 1B listed in this 2021 Amended and Restated Service and Assessment Plan and the Authorized Improvements have been dedicated to the City.

Phase 1B2-1B3

The developer has completed the Authorized Improvements for Phase 1B2-1B3 listed in this 2021 Amended and Restated Service and Assessment Plan and the Authorized Improvements have been dedicated to the City.

Phase 2B, 2C, and 3A1

The developer has completed the Authorized Improvements for Phase 2B, 2C, and 3A1 listed in this 2021 Amended and Restated Service and Assessment Plan and the Authorized Improvements have been dedicated to the City.

Phase 2A and 3A2

The developer has completed the Authorized Improvements for Phase 2A and 3A2 listed in this 2021 Amended and Restated Service and Assessment Plan and the Authorized Improvements are anticipated to be dedicated to the City in the fourth quarter of 2021.

[Remainder of page intentionally left blank.]

LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2021 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	Map of District
Exhibit A-2	Phase 1A Plat
Exhibit A-3	Phase 1B Plat
Exhibit A-4	Phase 1B-2 Plat
Exhibit A-5	Phase 1B-3 Plat
Exhibit A-6	Phase 2B Plat
Exhibit A-7	Phase 2C Plat
Exhibit A-8	Phase 3A1 Plat
Exhibit A-9	Phase 2A Plat (Unrecorded)
Exhibit A-10	Phase 3A2 Plat (Unrecorded)
Exhibit B	Authorized Improvements
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Assessment Allocation and Maximum Assessment
Exhibit F-1	Phase 1A Assessment Roll
Exhibit F-2	Phase 1A Annual Installment
Exhibit G-1	Phase 1B Assessment Roll
Exhibit G-2	Phase 1B Annual Installment
Exhibit H-1	Phase 1B2 – 1B3 Assessment Roll
Exhibit H-2	Phase 1B2 – 1B3 Annual Installment
Exhibit I-1	Phase 2B, 2C and 3A1 Assessment Roll
Exhibit I-2	Phase 2B, 2C and 3A1 Annual Installment
Exhibit J-1	Phase 2A and 3A2 Assessment Roll
Exhibit J-2	Phase 2A and 3A2 Annual Installment
Exhibit K	Form of Notice of Assessment Termination
Exhibit L-1	Phase 1A Legal Description
Exhibit L-2	Phase 1B Legal Description
Exhibit L-3	Phase 1B2 – 1B3 Legal Description
Exhibit L-4	Phase 2B, 2C and 3A1 Legal Description
Exhibit L-5	Phase 2A and 3A2 Legal Description

APPENDICES

The following Appendices are attached to and made a part of this 2021 Amended and Restated Service and Assessment Plan for all purposes:

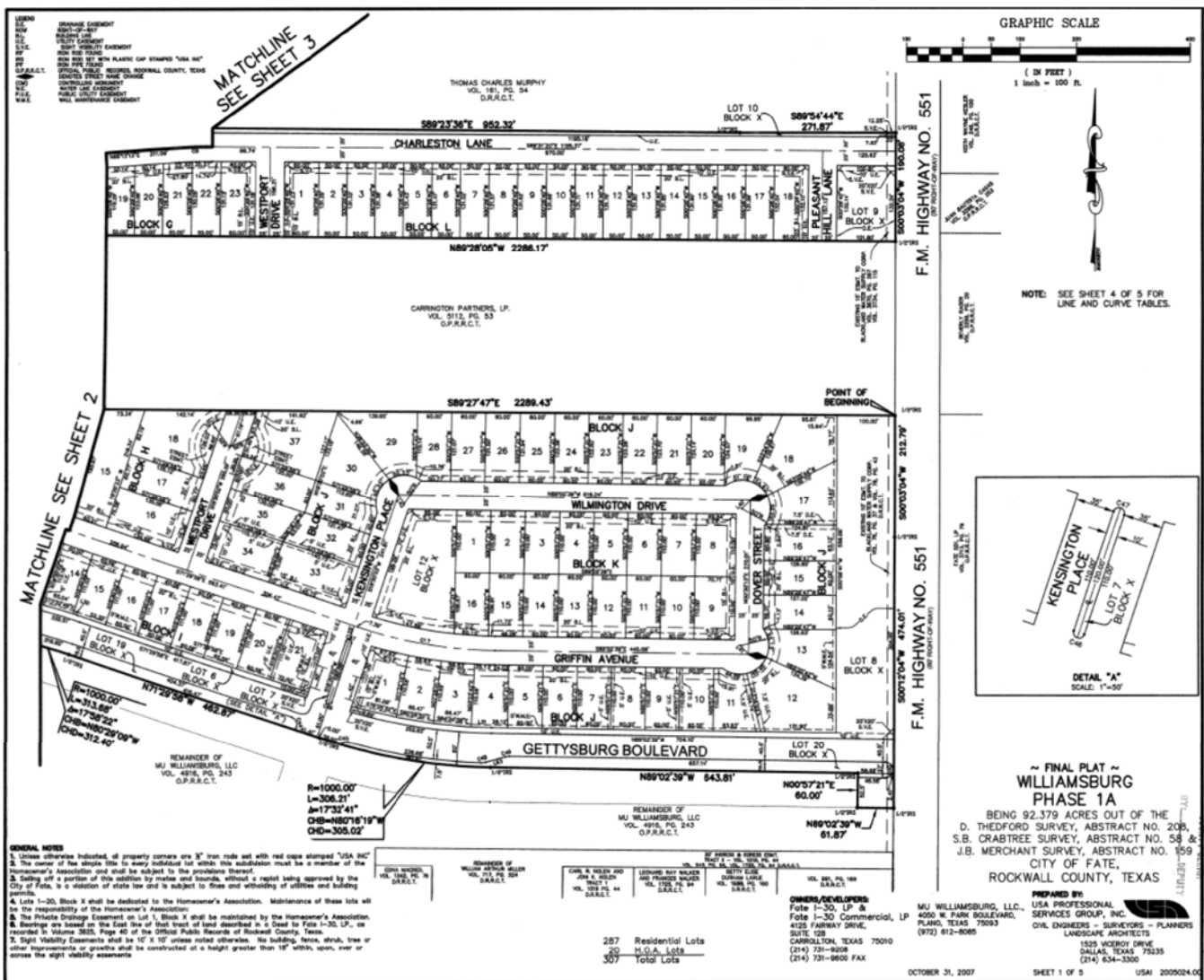
Appendix A	Phase 2A and 3A2 Engineer's Report
Appendix B-1	Phase 1A Lot Type 1 Buyer Disclosure
Appendix B-2	Phase 1A Lot Type 2 Buyer Disclosure
Appendix B-3	Phase 1A Lot Type 3 Buyer Disclosure
Appendix B-4	Phase 1B Lot Type 1 Buyer Disclosure
Appendix B-5	Phase 1B Lot Type 2 Buyer Disclosure
Appendix B-6	Phase 1B2-1B3 Lot Type 1 Buyer Disclosure
Appendix B-7	Phase 1B-1B3 Lot Type 2 Buyer Disclosure
Appendix B-8	Phase 2B, 2C, and 3A1 Lot Type 1 Buyer Disclosure
Appendix B-9	Phase 2B, 2C, and 3A1 Lot Type 2 Buyer Disclosure
Appendix B-10	Phase 2A and 3A2 Initial Parcel Buyer Disclosure
Appendix B-11	Phase 2A and 3A2 Lot Type 1 Buyer Disclosure
Appendix B-12	Phase 2A and 3A2 Lot Type 2 Buyer Disclosure

[Remainder of page intentionally left blank.]

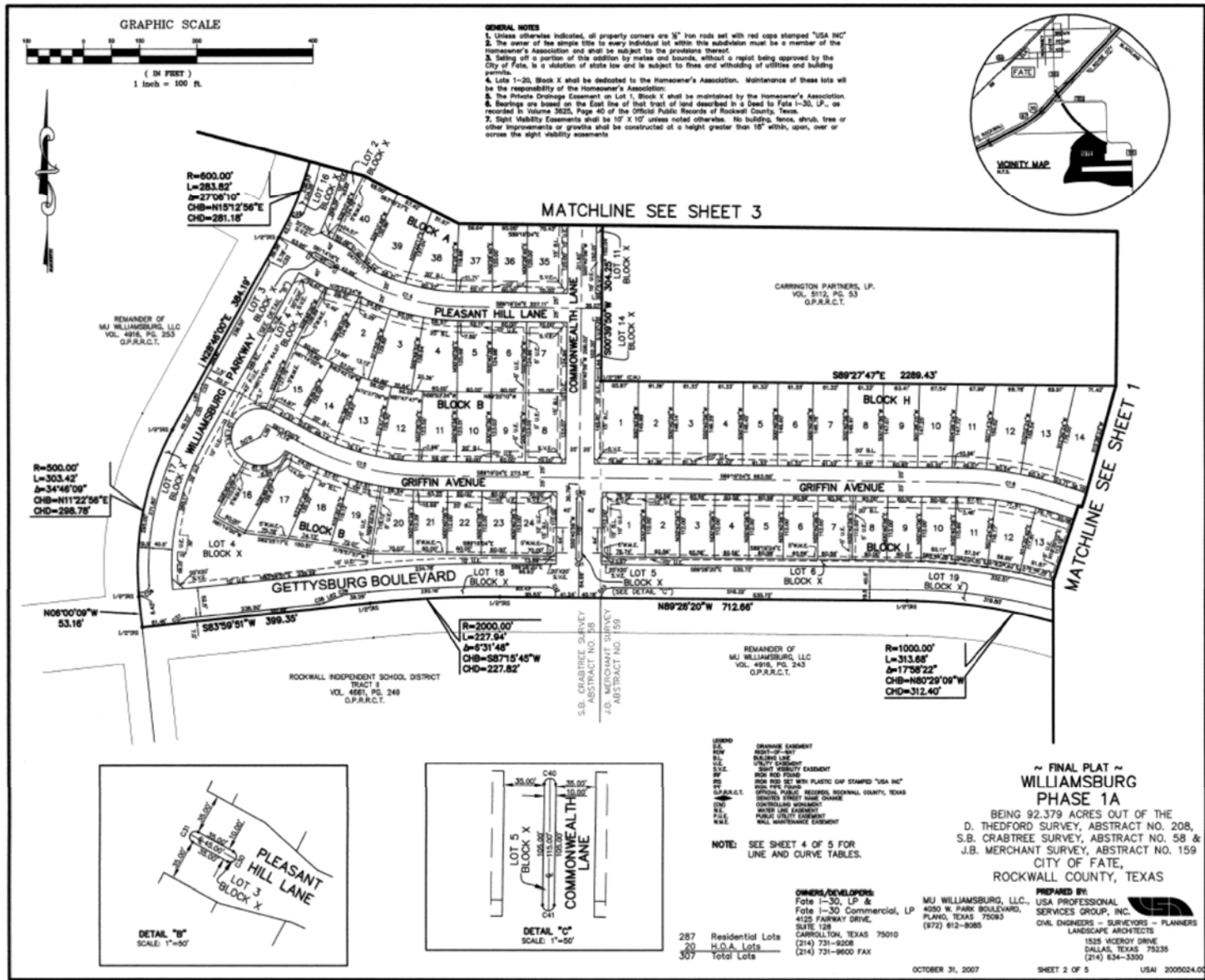
EXHIBIT A-1 – MAP OF DISTRICT

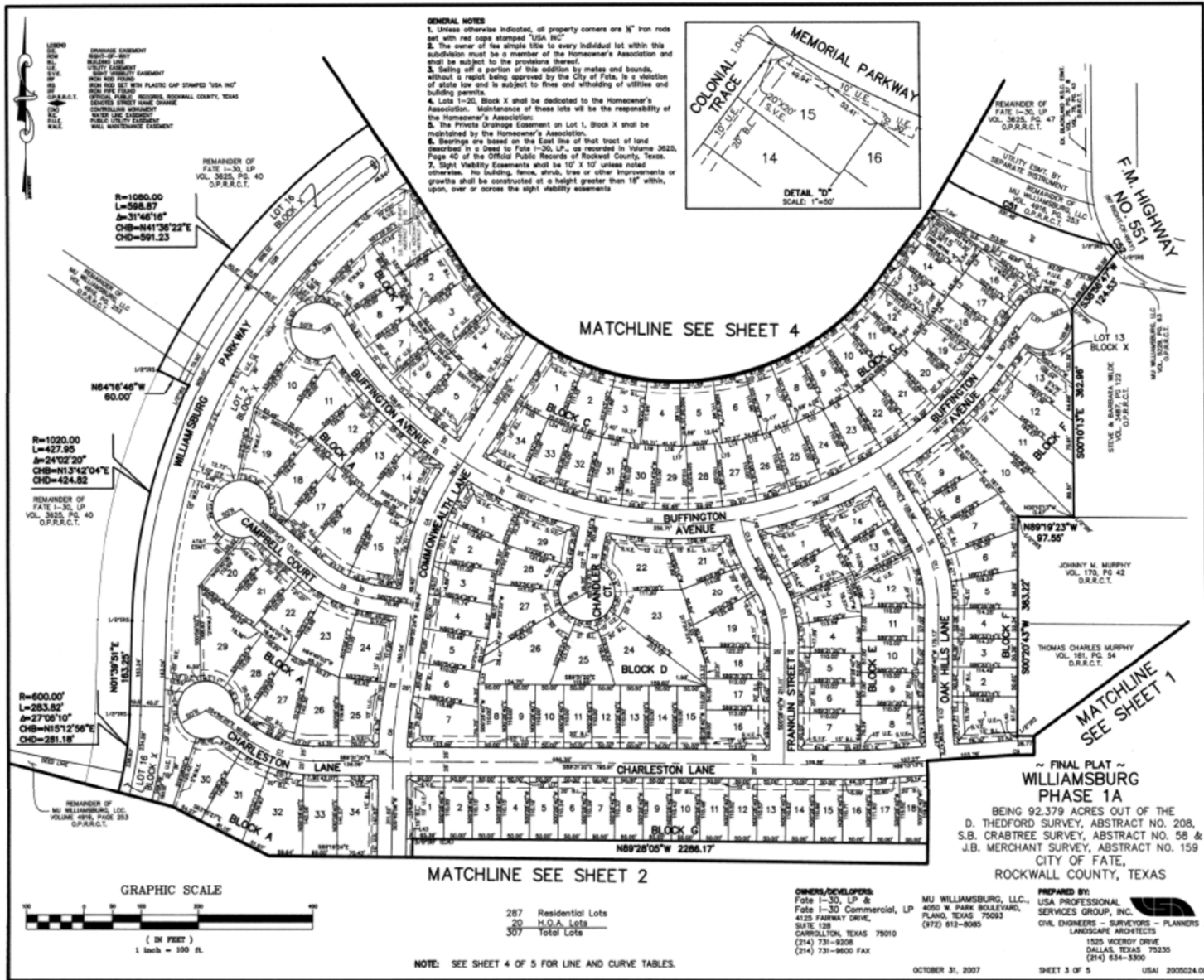


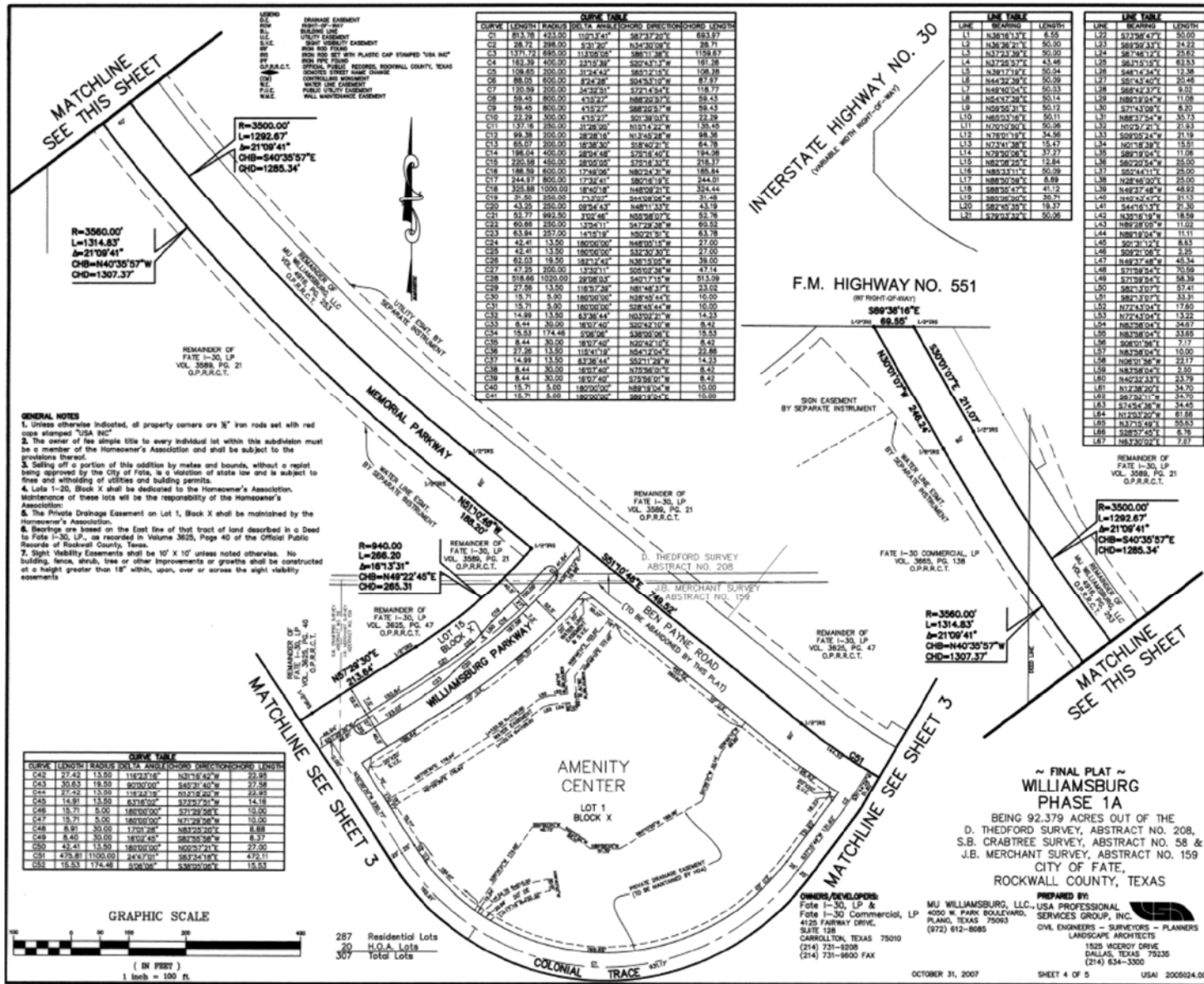
EXHIBIT A-2 – PHASE 1A PLAT



WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1
 2021 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN







WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1
 2021 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

OWNERS CERTIFICATE

OWNERS FATE I-30, LP, MU WILLIAMSBURG, LLC, and FATE I-30 COMMERCIAL, LP, are the owners of that tract or parcel of land situated in the D. Theoford Survey, Abstract No. 58 and the J.B. Merchant Survey, Abstract No. 208, City of Fate, Rockwall County, Texas, and being all of a tract of land described as Tract 1 in a Deed to MU Williamsburg, LLC, as recorded in Volume 4916, Page 243 of the Official Public Records of Rockwall County, Texas (O.P.R.C.I.), also being part of a tract of land described as Tract 2 in a Deed to MU Williamsburg, LLC, as recorded in Volume 4916, Page 243 of the Official Public Records of Rockwall County, Texas (O.P.R.C.I.), also being part of a tract of land described as a Deed to Fate I-30, LP, as recorded in Volume 3089, Page 21 of the Official Public Records of Rockwall County, Texas (O.P.R.C.I.), also being part of a tract of land described in a Deed to Fate I-30, LP, as recorded in Volume 3625, Page 47 of the Official Public Records of Rockwall County, Texas (O.P.R.C.I.), also being part of a tract of land described in a Deed to Fate I-30, LP, as recorded in Volume 3625, Page 47 of the Official Public Records of Rockwall County, Texas (O.P.R.C.I.), also being part of a tract of land described in a Deed to Fate I-30, LP, as recorded in Volume 3625, Page 47 of the Official Public Records of Rockwall County, Texas (O.P.R.C.I.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "USA INC." set (hereinafter called "1/2" iron rod set) for the Northeast corner of said MU Williamsburg, LP, Tract 2, as recorded in Volume 4916, Page 243, said point also being in the West line of F.M. Highway No. 551 (80' right-of-way).

THENCE South 00 degrees 03 minutes 04 seconds West along the West line of said highway, for a distance of 212.79 feet to a 1/2" iron rod set for corner;

THENCE South 00 degrees 12 seconds 04 minutes West along the West line of said highway, for a distance of 474.01 feet to a 1/2" iron rod set for corner;

THENCE North 88 degrees 02 minutes 39 seconds West for a distance of 61.87 feet to a 1/2" iron rod set for corner;

THENCE North 00 degrees 57 minutes 21 seconds East for a distance of 60.00 feet to a 1/2" iron rod set for corner;

THENCE North 88 degrees 02 minutes 39 seconds West for a distance of 643.81 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northerly direction, along said curve to the right having a central angle of 17 degrees 32 minutes 41 seconds, a radius of 1000.00 feet, a chord bearing of North 80 degrees 16 minutes 19 seconds West, a chord distance of 305.52 feet and an arc length of 306.21 feet to a 1/2" iron rod set for corner;

THENCE North 71 degrees 29 minutes 08 seconds West for a distance of 482.87 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Northerly direction, along said curve to the left having a central angle of 17 degrees 58 minutes 22 seconds, a radius of 1000.00 feet, a chord bearing of North 80 degrees 23 minutes 09 seconds West, a chord distance of 312.40 feet and an arc length of 313.69 feet to a 1/2" iron rod set for corner;

THENCE North 88 degrees 28 minutes 20 seconds West for a distance of 712.66 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Westerly direction, along said curve to the left having a central angle of 05 degrees 31 minutes 48 seconds, a radius of 2000.00 feet, a chord bearing of South 87 degrees 15 minutes 45 seconds West, a chord distance of 227.82 feet and an arc length of 227.94 feet to a 1/2" iron rod set for corner;

THENCE South 83 degrees 59 minutes 51 seconds West for a distance of 399.35 feet to a 1/2" iron rod set for corner;

THENCE North 08 degrees 00 minutes 09 seconds West for a distance of 53.16 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northerly direction, along said curve to the right having a central angle of 27 degrees 06 minutes 10 seconds, a radius of 600.00 feet, a chord bearing of North 15 degrees 12 minutes 58 seconds East, a chord distance of 281.18 feet and an arc length of 283.82 feet to a 1/2" iron rod set for corner;

THENCE North 01 degrees 39 minutes 51 seconds East for a distance of 163.25 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northerly direction, along said curve to the right having a central angle of 24 degrees 02 minutes 20 seconds, a radius of 1050.00 feet, a chord bearing of North 11 degrees 22 minutes 08 seconds East, a chord distance of 288.78 feet and an arc length of 303.42 feet to a 1/2" iron rod set for corner;

THENCE North 28 degrees 46 minutes 00 seconds East for a distance of 384.19 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Northerly direction, along said curve to the left having a central angle of 27 degrees 06 minutes 10 seconds, a radius of 600.00 feet, a chord bearing of North 15 degrees 12 minutes 58 seconds East, a chord distance of 281.18 feet and an arc length of 283.82 feet to a 1/2" iron rod set for corner;

THENCE North 01 degrees 39 minutes 51 seconds East for a distance of 163.25 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northerly direction, along said curve to the right having a central angle of 24 degrees 02 minutes 20 seconds, a radius of 1050.00 feet, a chord bearing of North 11 degrees 22 minutes 08 seconds East, a chord distance of 288.78 feet and an arc length of 303.42 feet to a 1/2" iron rod set for corner;

THENCE North 64 degrees 16 minutes 46 seconds West for a distance of 60.00 feet to a 1/2" iron rod set for the beginning of a non-tangent curve to the right;

THENCE in a Northerly direction, along said non-tangent curve to the right having a central angle of 31 degrees 48 minutes 18 seconds, a radius of 1080.00 feet, a chord bearing of North 41 degrees 36 minutes 22 seconds East, a chord distance of 1307.37 feet and an arc length of 1314.83 feet to a 1/2" iron rod set for corner;

THENCE North 57 degrees 29 minutes 30 seconds East for a distance of 213.84 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Northerly direction, along said curve to the left having a central angle of 16 degrees 13 minutes 31 seconds, a radius of 940.00 feet, a chord bearing of North 49 degrees 22 minutes 45 seconds East, a chord distance of 260.31 feet and an arc length of 266.30 feet to a 1/2" iron rod set for corner;

THENCE North 51 degrees 10 minutes 48 seconds West for a distance of 186.20 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northerly direction, along said curve to the right having a central angle of 21 degrees 09 minutes 41 seconds, a radius of 3560.00 feet, a chord bearing of North 40 degrees 35 minutes 57 seconds West, a chord distance of 1307.37 feet and an arc length of 1314.83 feet to a 1/2" iron rod set for corner;

THENCE North 30 degrees 01 minutes 07 seconds West for a distance of 246.24 feet to a 1/2" iron rod set for corner in the South line of F.M. Highway No. 551;

THENCE South 89 degrees 38 minutes 16 seconds East along the South line of said highway, for a distance of 69.50 feet to a 1/2" iron rod set for corner;

THENCE South 30 degrees 01 minutes 07 seconds East for a distance of 211.07 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left having a central angle of 21 degrees 09 minutes 41 seconds, a radius of 3560.00 feet, a chord bearing of South 42 degrees 35 minutes 57 seconds East, a chord distance of 1295.34 feet and an arc length of 1292.87 feet to a 1/2" iron rod set for corner;

THENCE South 51 degrees 10 minutes 48 seconds East for a distance of 749.52 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Southeasterly direction, along said curve to the left having a central angle of 24 degrees 47 minutes 01 seconds, a radius of 1100.00 feet, a chord bearing of South 63 degrees 34 minutes 18 seconds East, a chord distance of 472.11 feet and an arc length of 478.91 feet to a 1/2" iron rod set for corner in the Westerly line of F.M. Highway No. 551, said point also being at the beginning of a non-tangent curve to the left;

THENCE in a Southeasterly direction, along the Westerly line of said highway, and along said curve to the left having a central angle of 05 degrees 38 minutes 08 seconds, a radius of 1744.60 feet, a chord bearing of South 38 degrees 05 minutes 08 seconds East, a chord distance of 183.52 feet and an arc length of 183.53 feet to a 1/2" iron rod set for corner at the most easterly corner of the above cited MU Williamsburg, LLC tract recorded in Volume 4916, Page 243;

THENCE South 38 degrees 56 minutes 47 seconds West departing the Westerly line of said highway, and along the Easterly line of said MU Williamsburg, LLC tract recorded in Volume 4916, Page 253, for a distance of 124.53 feet to a 1/2" iron rod set for corner;

THENCE South 00 degrees 10 minutes 13 seconds East along the Easterly line of said MU Williamsburg, LLC tract, for a distance of 262.96 feet to a 1/2" iron rod set for corner at the Southeast corner of the above cited MU Williamsburg, LLC tract recorded in Volume 4916, Page 253;

THENCE North 89 degrees 19 minutes 23 seconds West along the South line of said MU Williamsburg, LLC tract, for a distance of 97.50 feet to a 1/2" iron rod set for corner;

THENCE South 00 degrees 20 minutes 43 seconds West, departing the South line of said MU Williamsburg, LLC tract, for a distance of 263.22 feet to a 1/2" iron rod set for corner in the North line of the above cited MU Williamsburg, LP, Tract 1, as recorded in Volume 4916, Page 243;

THENCE South 89 degrees 23 minutes 36 seconds East along the North line of said MU Williamsburg, LLC Tract 1, for a distance of 952.32 feet to a 1/2" iron rod set for corner;

THENCE South 89 degrees 54 minutes 44 seconds East along the North line of said MU Williamsburg, LLC Tract 1, for a distance of 271.87 feet to a 1/2" iron rod set for corner in the West line of F.M. Highway No. 551;

THENCE South 00 degrees 03 minutes 04 seconds West along the West line of said highway, for a distance of 190.08 feet to a 1/2" iron rod set for corner at the Southeast corner of said MU Williamsburg, LLC Tract 1;

THENCE North 89 degrees 28 minutes 05 seconds West along the South line of said MU Williamsburg, LLC Tract 1 for a distance of 2296.17 feet to a 3/8" iron rod set for corner at the Southeast corner of same;

THENCE South 00 degrees 38 minutes 00 seconds West along the Easterly line of said MU Williamsburg, LLC Tract 2, as recorded in Volume 4916, Page 243, for a distance of 304.25 feet to a 1/2" iron rod set for corner at the Southeast corner of the above cited MU Williamsburg, LLC tract recorded in Volume 3879, Page 158;

THENCE South 89 degrees 27 minutes 47 seconds East along the North line of said MU Williamsburg, LLC Tract 2, for a distance of 2289.43 feet to the POINT OF BEGINNING, and containing 32,379 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Fate I-30, LP, MU Williamsburg, LLC, and Fate I-30 Commercial, LP, do hereby adopt this plat designating the heretofore described property as WILLIAMSBURG PHASE 1A, a subdivision of the City of Fate, Rockwall County, Texas, and do hereby dedicate to the City of Fate for the public use forever the streets and ways shown thereon in fee simple and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of all public utilities desiring to use or along same.

Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growth or improvements which in any way encroach or interfere with construction, maintenance or efficiency of their respective systems on any of these easement strips, and any public utility shall at all times have the right of ingress or egress to, from and upon said easement strips for purposes of constructing, reconstructing, inspecting, cutting, maintaining, and other relating to or removing all or part of their respective systems without the necessity, at any time, of procuring the permission of anyone.

WITNESS MY HAND this 2nd day of November, 2007.

MU Williamsburg, LLC, a Texas limited liability company
By: Herluge Rumes of Texas, LP, an Arizona limited partnership, its member
By: Meritage Holdings, LP, an Arizona corporation, its general partner
Name: BRYAN A. ROBERTSON
Title: Vice President

And
By: United Development Funding, LP, a Nevada limited partnership, its member
By: United Development Funding, Inc., a Nevada corporation, its general partner
Name: Ben Wisocki
Title: Vice President

Fate I-30, LP, a Texas limited partnership
By: Hunt Landco Land Holdings, LLC, its general partner
Name: Alan Rasmussen
Title: Vice President

Fate I-30 Commercial, LP, a Texas limited partnership
By: Hunt Landco Land Holdings, LLC, its general partner
Name: Alan Rasmussen
Title: Vice President

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Bryan A. Robertson, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of **MU Williamsburg, LLC**, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE, this 2nd day of November, 2007.

J. L. McWhorter
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
October 31, 2010

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Alan Rasmussen, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of **Fate I-30 Commercial, LP**, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE, this 2 day of November, 2007.

Holly A. Wack
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Ben Wisocki, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **Fate I-30, LP**, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE, this 6th day of November, 2007.

Ben Wisocki
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Alan Rasmussen, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **Fate I-30 Commercial, LP**, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE, this 6th day of November, 2007.

Alan Rasmussen
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

SURVEYORS CERTIFICATE

I, Gary Romatz, Registered Professional Land Surveyor, State of Texas, do hereby state that the plat herein represents the results of an on-the-ground survey made under my supervision, and that all corners are as shown thereon, and that said plat has been prepared in accordance with the plotting rules and regulations of the City of Royse City, Texas.

Gary Romatz
Gary Romatz, R.P.L.S. No. 5016
USA Professional Services Group, Inc.

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Romatz, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE, this 6th day of November, 2007.

Kerry A. Ackers
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

Kerry A. Ackers
Kerry A. Ackers, Notary Public, State of Texas
My Commission Expires August 10, 2009

APPROVED:
David L. Goff Date 11-28-07
Mayor, City of Fate, Texas

ATTEST:
India J. Walker Date 11-28-07
City Secretary, City of Fate, Texas

~ FINAL PLAT ~
WILLIAMSBURG
PHASE 1A
BEING 92,379 ACRES OUT OF THE D. THEOFORD SURVEY, ABSTRACT NO. 208, S.B. CRABTREE SURVEY, ABSTRACT NO. 58 & J.B. MERCHANT SURVEY, ABSTRACT NO. 159 CITY OF FATE, ROCKWALL COUNTY, TEXAS

OWNERS/DEVELOPERS:
Fate I-30, LP & MU WILLIAMSBURG, LLC,
Fate I-30 Commercial, LP 4020 W. PARK BOULEVARD,
4125 FARWAY DRIVE, PLANO, TEXAS 75093
(972) 612-8085

PREPARED BY:
USA PROFESSIONAL SERVICES GROUP, INC.
CIVIL ENGINEERS - SURVEYORS - PLANNERS
LANDSCAPE ARCHITECTS
1525 MCKEY DRIVE
DALLAS, TEXAS 75235
(214) 634-3300

287 Residential Lots
20 H.O.A. Lots
307 Total Lots

CARROLLTON, TEXAS 75010
(214) 731-8208
(214) 731-8600 FAX

OCTOBER 31, 2007 SHEET 5 OF 5 USA 2005024.00

EXHIBIT A-3 – PHASE 1B PLAT

Phase 1B Plat

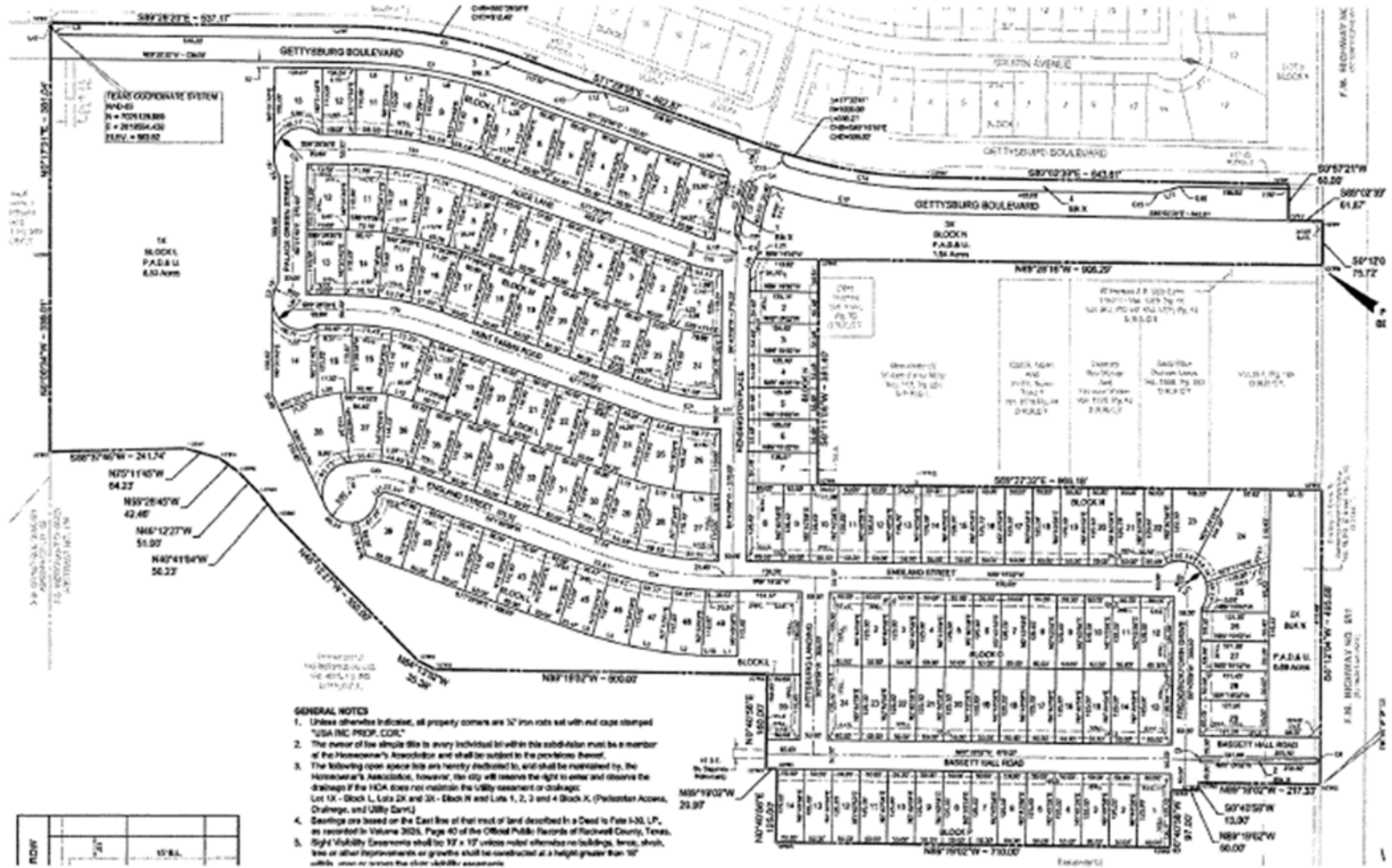


EXHIBIT A-4 – PHASE 1B-2 PLAT

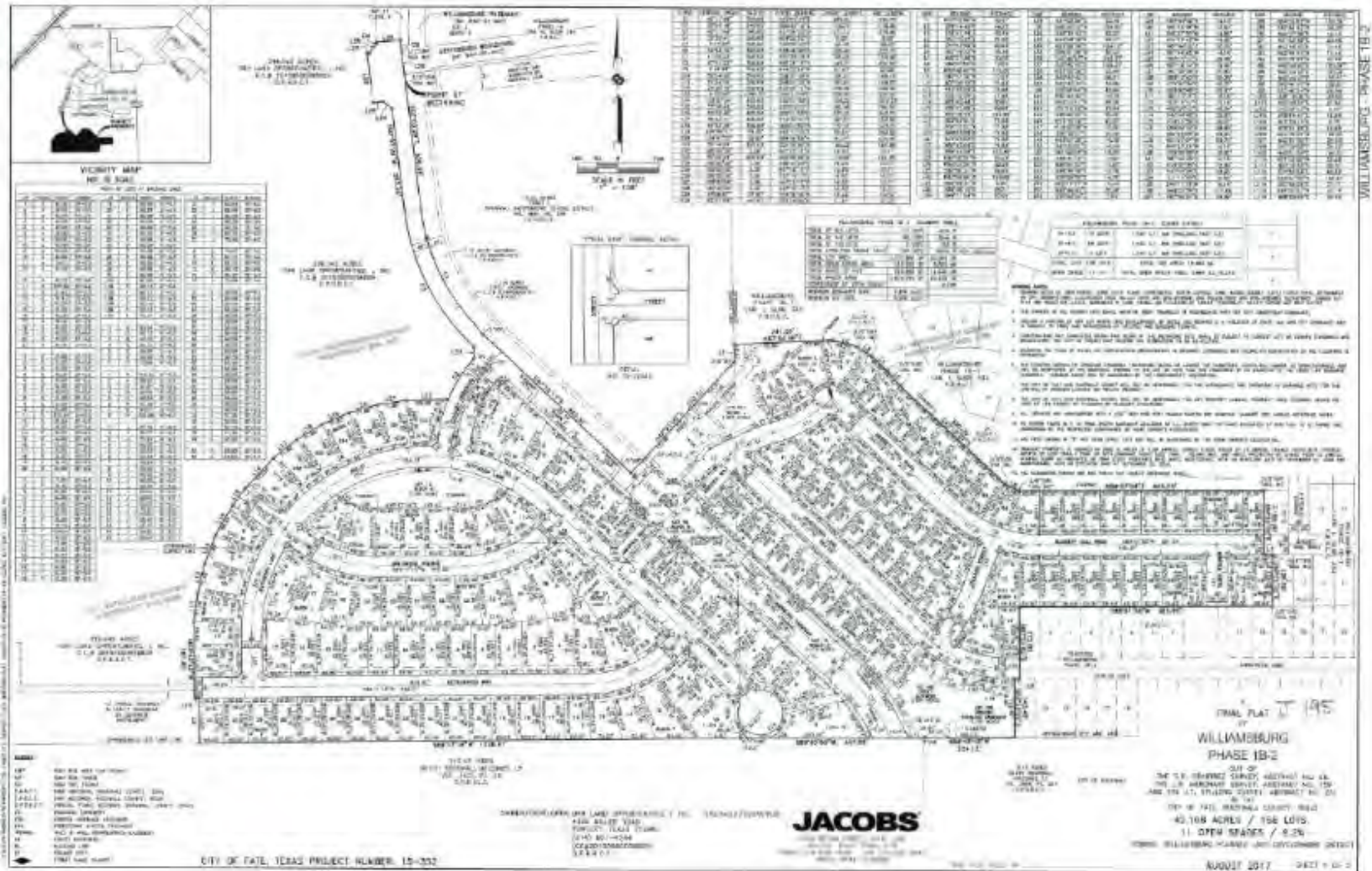


EXHIBIT A-5 – PHASE 1B-3 PLAT

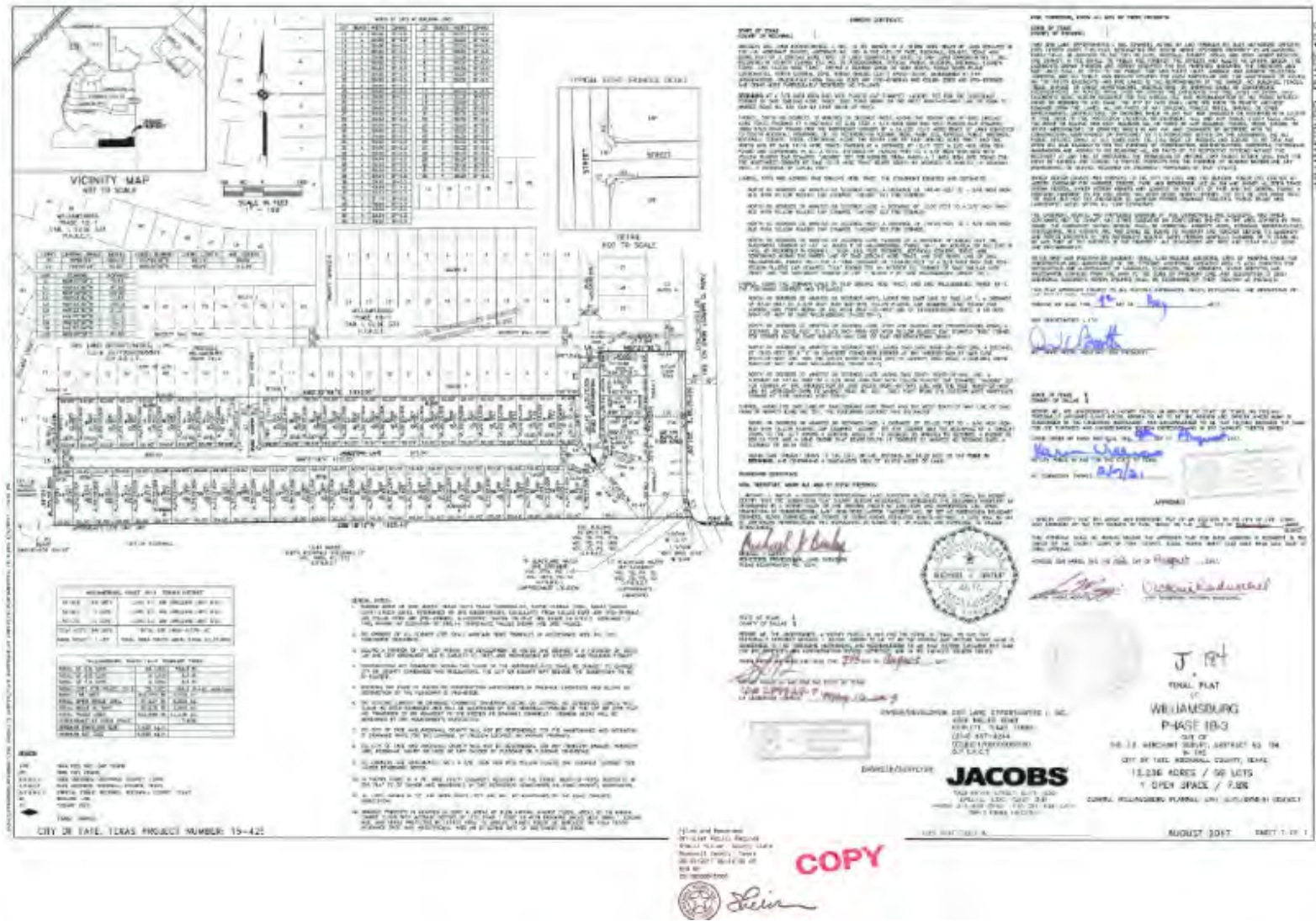


EXHIBIT A-6 – PHASE 2B PLAT



EXHIBIT A-7 – PHASE 2C PLAT

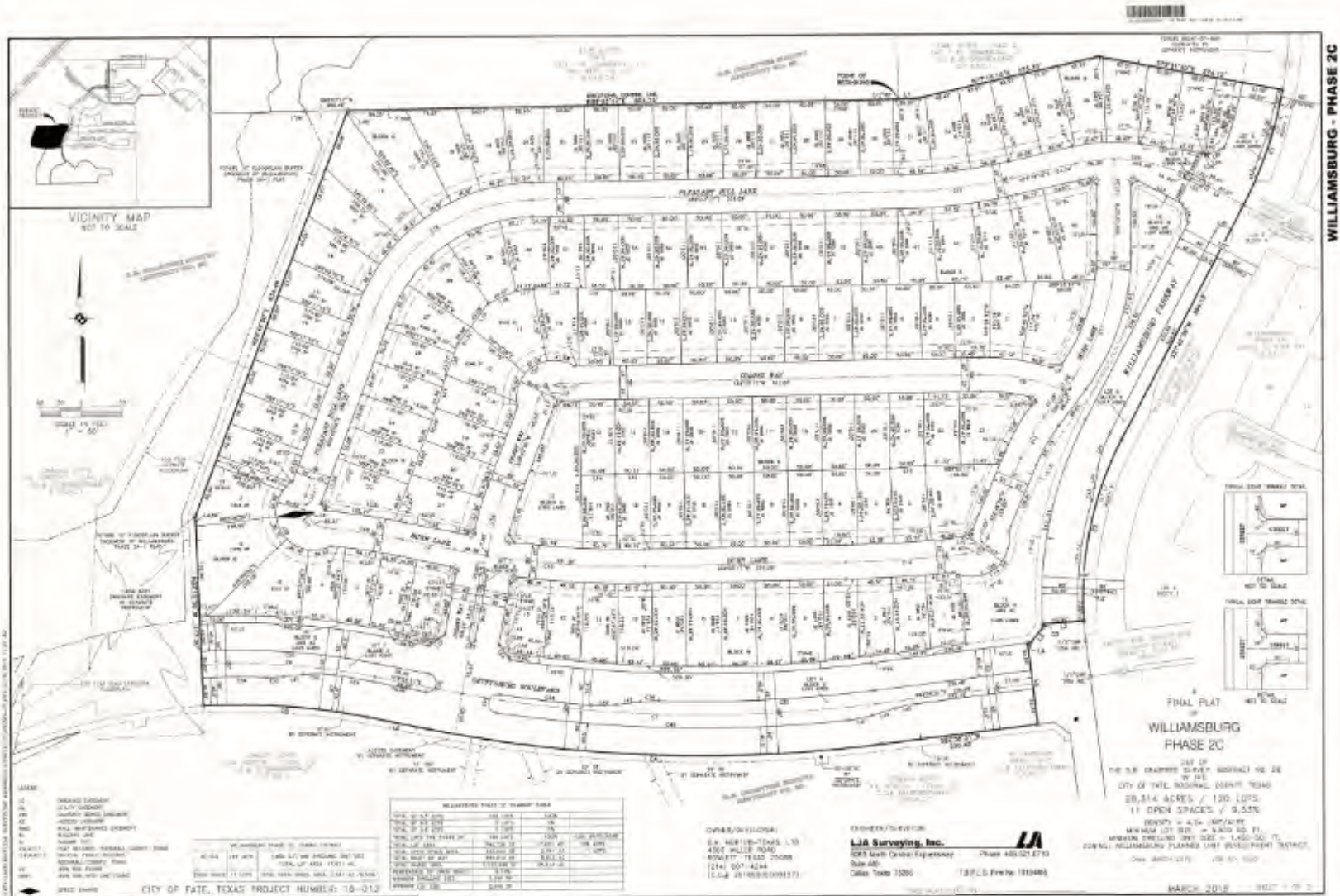
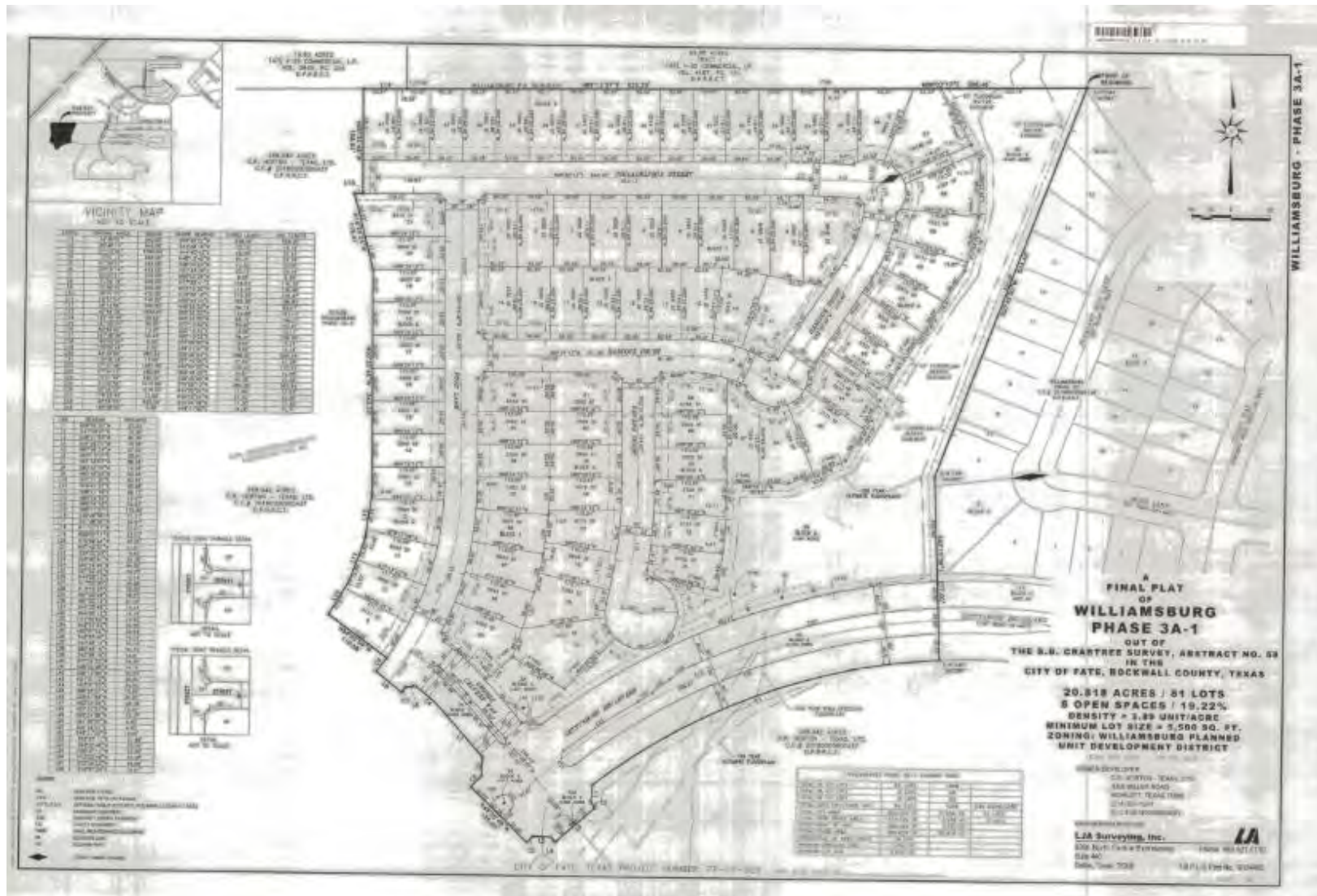


EXHIBIT A-8 – PHASE 3A1 PLAT



WILLIAMSBURG - PHASE 3A-1

FINAL PLAN

OF

WILLIAMSBURG

PHASE 3A-1

SUBJECT OF

THE S.B. CRABTREE SURVEY, ABSTRACT NO. 33

IN THE

CITY OF FATE, ROCKWALL COUNTY, TEXAS



20.818 ACRES / 81 LOTS

5 OPEN SPACES / 19.22%

DENSITY = 3.89 UNIT/ACRE

MINIMUM LOT SIZE = 5,500 SQ. FT.

ZONING: WILLIAMSBURG PLANNED UNIT DEVELOPMENT DISTRICT

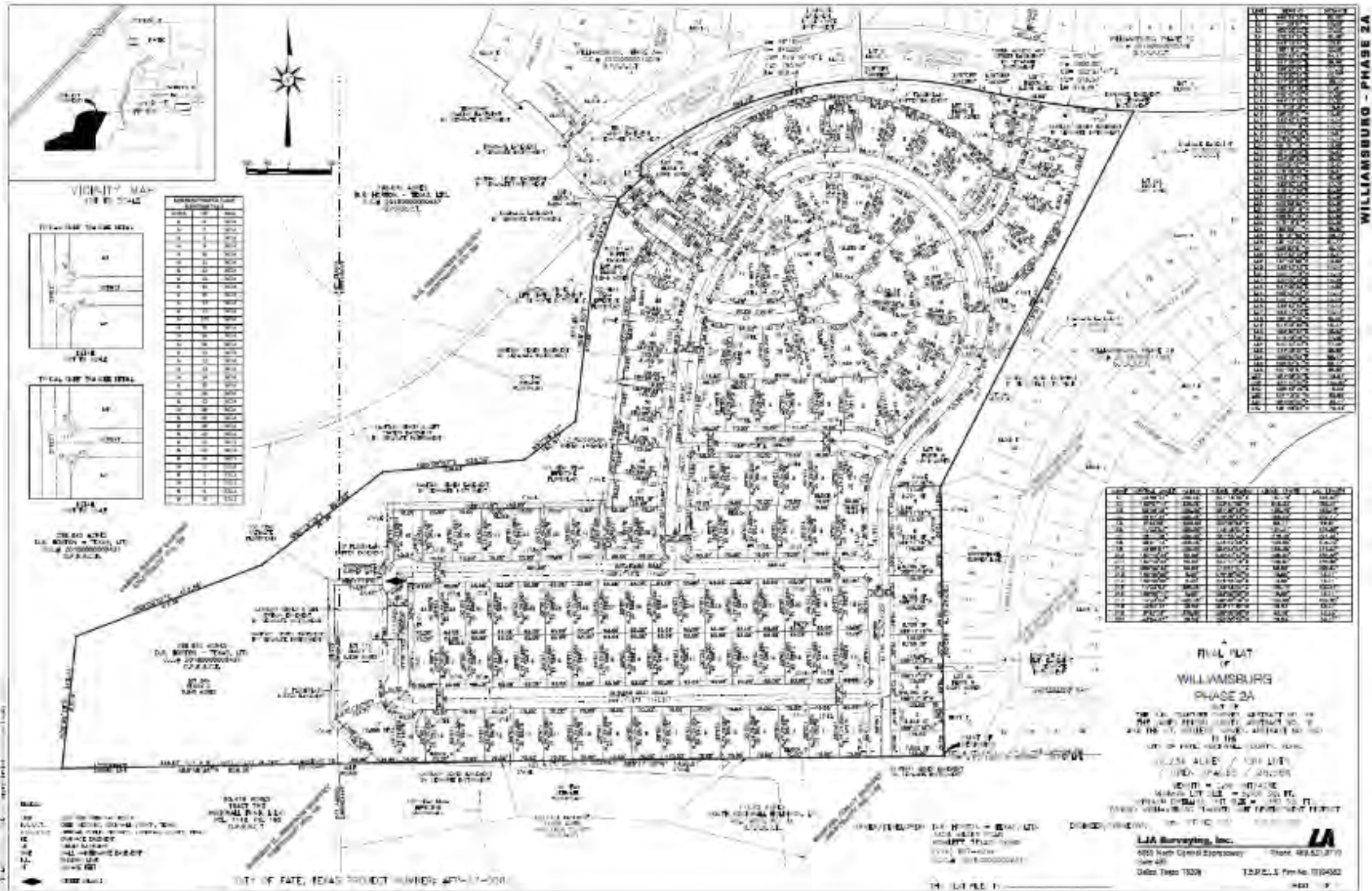
LJA Surveying, Inc.
 600 South Central Expressway
 Suite 403
 Dallas, Texas 75201
 Phone: 469-327-0100
 Fax: 469-327-0100
 12414 North 7512248

2021 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1

APPENDIX B - Page 59

EXHIBIT A-9 – PHASE 2A PLAT (UNRECORDED)



CHARTERED OFFICERS

OFFICE OF THE CITY CLERK... WILLIAMSBURG, TEXAS... CITY OF FAYE, TEXAS...

WHEREAS THE CITY OF FAYE, TEXAS... HAS ADOPTED THE FOLLOWING RESOLUTION... CITY OF FAYE, TEXAS...

WHEREAS THE CITY OF FAYE, TEXAS... HAS ADOPTED THE FOLLOWING RESOLUTION... CITY OF FAYE, TEXAS...

WHEREAS THE CITY OF FAYE, TEXAS... HAS ADOPTED THE FOLLOWING RESOLUTION... CITY OF FAYE, TEXAS...

RESOLUTION

WHEREAS THE CITY OF FAYE, TEXAS... HAS ADOPTED THE FOLLOWING RESOLUTION... CITY OF FAYE, TEXAS...

WHEREAS THE CITY OF FAYE, TEXAS... HAS ADOPTED THE FOLLOWING RESOLUTION... CITY OF FAYE, TEXAS...

WHEREAS THE CITY OF FAYE, TEXAS... HAS ADOPTED THE FOLLOWING RESOLUTION... CITY OF FAYE, TEXAS...

WHEREAS THE CITY OF FAYE, TEXAS... HAS ADOPTED THE FOLLOWING RESOLUTION... CITY OF FAYE, TEXAS...

Table with columns: LOT, AREA, ACRES, PLAT, DISTRICT, etc. Lists lot numbers and their corresponding areas and districts.

- GENERAL NOTES: 1. ALL LOTS... 2. ALL LOTS... 3. ALL LOTS... 4. ALL LOTS... 5. ALL LOTS... 6. ALL LOTS... 7. ALL LOTS... 8. ALL LOTS... 9. ALL LOTS... 10. ALL LOTS...



PHASE 2A WILLIAMSBURG PHASE 2A 300.250 ACRES / 330 LOTS 7 OPEN SPACES / 28,068 S.F. OF OPEN SPACE

Table with columns: TYPE OF LOT, AREA, ACRES, etc. Summary of lot types and areas.

EXHIBIT A-10 – PHASE 3A2 PLAT (UNRECORDED)



EXHIBIT B – AUTHORIZED IMPROVEMENTS

	Total	Phase 1A		Phase 1B		Phase 1B2 and 1B3		Phase 2B, 2C and 3A1		Phase 2A and 3A2	
		%	Cost	%	Cost	%	Cost	%	Cost	%	Cost
<i>Phase 1A Improvements ^[a]</i>											
Grading	\$ 177,990	100%	\$ 177,990	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
Water System	519,882	100%	519,882	0%	-	0%	-	0%	-	0%	-
Sewer System	471,734	100%	471,734	0%	-	0%	-	0%	-	0%	-
Storm Drainage	932,081	100%	932,081	0%	-	0%	-	0%	-	0%	-
Paving	1,323,415	100%	1,323,415	0%	-	0%	-	0%	-	0%	-
Consulting, Engineering, Survey	408,139	100%	408,139	0%	-	0%	-	0%	-	0%	-
Phase 1A Establishment Expenses	602,306	100%	602,306	0%	-	0%	-	0%	-	0%	-
Phase 1A Right-of-Way	666,915	100%	666,915	0%	-	0%	-	0%	-	0%	-
	<u>\$ 5,102,462</u>		<u>\$ 5,102,462</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Phase 1B Improvements ^[b]</i>											
Grading	\$ 840,925	0%	\$ -	100%	\$ 840,925	0%	\$ -	0%	\$ -	0%	\$ -
Water System	336,173	0%	-	100%	336,173	0%	-	0%	-	0%	-
Sewer System	496,246	0%	-	100%	496,246	0%	-	0%	-	0%	-
Storm Drainage	183,146	0%	-	100%	183,146	0%	-	0%	-	0%	-
Paving	983,491	0%	-	100%	983,491	0%	-	0%	-	0%	-
Erosion Control	82,203	0%	-	100%	82,203	0%	-	0%	-	0%	-
Soft Costs	669,698	0%	-	100%	669,698	0%	-	0%	-	0%	-
Contingency	359,188	0%	-	100%	359,188	0%	-	0%	-	0%	-
	<u>\$ 3,951,070</u>		<u>\$ -</u>		<u>\$ 3,951,070</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Phase 1B2 and 1B3 Improvements ^[c]</i>											
Water System	\$ 610,349	0%	\$ -	0%	\$ -	100%	\$ 610,349	0%	\$ -	0%	\$ -
Sewer System	974,313	0%	-	0%	-	100%	974,313	0%	-	0%	-
Storm Drainage	1,316,695	0%	-	0%	-	100%	1,316,695	0%	-	0%	-
Paving	2,139,349	0%	-	0%	-	100%	2,139,349	0%	-	0%	-
Soft Costs	507,217	0%	-	0%	-	100%	507,217	0%	-	0%	-
	<u>\$ 5,547,923</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 5,547,923</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Phase 2B, 2C and 3A1 Improvements ^[d]</i>											
Water System	\$ 801,000	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 801,000	0%	\$ -
Sewer System	691,000	0%	-	0%	-	0%	-	100%	691,000	0%	-
Storm Drainage	1,345,000	0%	-	0%	-	0%	-	100%	1,345,000	0%	-
Paving	2,606,000	0%	-	0%	-	0%	-	100%	2,606,000	0%	-
Soft Costs	728,000	0%	-	0%	-	0%	-	100%	728,000	0%	-
	<u>\$ 6,171,000</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 6,171,000</u>		<u>\$ -</u>
<i>Phase 2A and 3A2 Improvements ^[e]</i>											
Water System	\$ 910,873	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	100%	\$ 910,873
Sewer System	540,408	0%	-	0%	-	0%	-	0%	-	100%	540,408
Storm Drainage	1,397,275	0%	-	0%	-	0%	-	0%	-	100%	1,397,275
Paving	2,513,392	0%	-	0%	-	0%	-	0%	-	100%	2,513,392
Soft Costs	2,561,103	0%	-	0%	-	0%	-	0%	-	100%	2,561,103
	<u>\$ 7,923,051</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 7,923,051</u>
<i>District Formation and Bond Issuance Costs ^[f]</i>											
Debt Service Reserve Fund	\$ 1,715,650		\$ 323,750		\$ 193,250		\$ 300,200		\$ 427,425		\$ 471,025
Capitalized Interest	111,255		67,432		43,823		-		-		-
Underwriter's Discount	446,550		-		-		-		217,500		229,050
Cost of Issuance	2,334,650		654,500		289,750		500,106		394,019		496,275
Deposit to the Administrative Fund	65,056		-		-		25,000		40,056		-
Deposit to Principal and Interest Account	151		-		151		-		-		-
Deposit to Redemption Fund	4,131		4,131		-		-		-		-
	<u>\$ 4,677,443</u>		<u>\$ 1,049,813</u>		<u>\$ 526,974</u>		<u>\$ 825,306</u>		<u>\$ 1,079,000</u>		<u>\$ 1,196,350</u>
Total	\$ 33,372,949		\$ 6,152,275		\$ 4,478,044		\$ 6,373,229		\$ 7,250,000		\$ 9,119,401

Footnotes:

[a] Per the Phase 1A Service and Assessment Plan.

[b] Per the Phase 1B Service and Assessment Plan.

[c] Per the Phase 1B2-1B3 Service and Assessment Plan.

[d] Per the 2019 Amended and Restated Service and Assessment Plan, as provided by Owner.

[e] Per the Phase 2A and 3A2 Engineer's Report, attached hereto as **Appendix A**.

[f] Per the 2019 Amended and Restated Service and Assessment Plan for Phase 1A, Phase 1B, Phase 1B2-1B3, Phase 2B, 2C, and 3A1. The District Formation and Bond Issuance Costs for Phase 2A and 3A2 are preliminary estimates only and subject to change if Phase 2A and Phase 3A2 Bonds are issued.

EXHIBIT C – SERVICE PLAN

Phase 1A Annual Installments						
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ 219.80	\$ 135,000.00	\$ 140,000.00	\$ 150,000.00	\$ 155,000.00
Interest		277,155.20	137,375.00	131,975.00	126,375.00	120,375.00
	(1)	<u>\$ 277,375.00</u>	<u>\$ 272,375.00</u>	<u>\$ 271,975.00</u>	<u>\$ 276,375.00</u>	<u>\$ 275,375.00</u>
Collection Costs	(2)	\$ 19,971.57	\$ 20,371.00	\$ 20,778.42	\$ 21,193.98	\$ 21,617.86
Administrative Costs	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	(4) = (1) + (2) + (3)	<u>\$ 297,346.57</u>	<u>\$ 292,746.00</u>	<u>\$ 292,753.42</u>	<u>\$ 297,568.98</u>	<u>\$ 296,992.86</u>

Phase 1B Annual Installments						
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Interest		136,750.00	133,750.00	130,750.00	127,750.00	124,500.00
	(1)	<u>\$ 186,750.00</u>	<u>\$ 183,750.00</u>	<u>\$ 180,750.00</u>	<u>\$ 177,750.00</u>	<u>\$ 174,500.00</u>
Collection Costs	(2)	\$ 10,147.15	\$ 10,350.09	\$ 10,557.10	\$ 10,768.24	\$ 10,983.60
Administrative Costs	(3)	\$ 10,125.00	\$ 9,875.00	\$ 9,625.00	\$ 9,375.00	\$ 9,125.00
Total Annual Installment	(4) = (1) + (2) + (3)	<u>\$ 207,022.15</u>	<u>\$ 203,975.09</u>	<u>\$ 200,932.10</u>	<u>\$ 197,893.24</u>	<u>\$ 194,608.60</u>

Phase 1B2 - 1B3 Annual Installments						
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ 90,000.00	\$ 95,000.00	\$ 100,000.00	\$ 105,000.00	\$ 105,000.00
Interest		195,725.00	192,575.00	189,250.00	185,250.00	181,050.00
	(1)	<u>\$ 285,725.00</u>	<u>\$ 287,575.00</u>	<u>\$ 289,250.00</u>	<u>\$ 290,250.00</u>	<u>\$ 286,050.00</u>
Collection Costs	(2)	\$ 22,791.94	\$ 23,247.78	\$ 23,712.73	\$ 24,186.99	\$ 24,670.73
Administrative Costs	(3)	\$ 22,675.00	\$ 22,225.00	\$ 21,750.00	\$ 21,250.00	\$ 20,725.00
Total Annual Installment	(4) = (1) + (2) + (3)	<u>\$ 331,191.94</u>	<u>\$ 333,047.78</u>	<u>\$ 334,712.73</u>	<u>\$ 335,686.99</u>	<u>\$ 331,445.73</u>

Phase 2B, 2C and 3A1 Annual Installments						
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ 145,000.00	\$ 150,000.00	\$ 155,000.00	\$ 160,000.00	\$ 165,000.00
Interest		278,912.50	274,381.26	269,693.76	264,850.00	259,250.00
	(1)	<u>\$ 423,912.50</u>	<u>\$ 424,381.26</u>	<u>\$ 424,693.76</u>	<u>\$ 424,850.00</u>	<u>\$ 424,250.00</u>
Collection Costs	(2)	\$ 35,013.35	\$ 35,713.61	\$ 36,427.88	\$ 37,156.44	\$ 37,899.57
Administrative Costs	(3)	\$ 34,825.00	\$ 34,100.00	\$ 33,350.00	\$ 32,575.00	\$ 31,775.00
Total Annual Installment	(4) = (1) + (2) + (3)	<u>\$ 493,750.85</u>	<u>\$ 494,194.87</u>	<u>\$ 494,471.64</u>	<u>\$ 494,581.44</u>	<u>\$ 493,924.57</u>

Phase 2A and 3A2 Annual Installments						
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ 65,000.00	\$ 64,999.51	\$ 68,574.49	\$ 72,346.08	\$ 76,325.12
Interest		423,500.00	419,925.00	416,350.03	412,578.43	408,599.40
	(1)	<u>\$ 488,500.00</u>	<u>\$ 484,924.51</u>	<u>\$ 484,924.51</u>	<u>\$ 484,924.51</u>	<u>\$ 484,924.51</u>
Collection Costs	(2)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Administrative Costs ^[a]	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	(4) = (1) + (2) + (3)	<u>\$ 528,500.00</u>	<u>\$ 525,724.51</u>	<u>\$ 526,540.51</u>	<u>\$ 527,372.83</u>	<u>\$ 528,221.80</u>

Footnotes:

[a] Administrative Costs shall only be collected on Phase 2A and 3A2 Annual Installments is Phase 2A and 3A2 Bonds are issued.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Phase 1A	Phase 1B	Phase 1B2-1B3	Phase 2B, 2C, 3A1	Phase 2A and 3A2
Sources of Funds					
PID Bonds	\$ 4,625,000	\$ 2,250,000	\$ 4,810,000	\$ 7,250,000	\$ -
Phase 2A and 3A2 Reimbursement Obligation	-	-	-	-	7,700,000
Prepaid Assessments	4,131	-	-	-	-
Developer Principal and Interest Contributions	-	151	-	-	-
Developer Funds	1,523,144	2,227,893	1,563,229	-	1,419,401
Total Sources	\$ 6,152,275	\$ 4,478,044	\$ 6,373,229	\$ 7,250,000	\$ 9,119,401
Uses of Funds^[a]					
Authorized Improvements	\$ 5,102,462	\$ 3,951,070	\$ 5,547,923	\$ 6,171,000	\$ 7,923,051
Debt Service Reserve Fund	323,750	193,250	300,200	427,425	471,025
Capitalized Interest	67,432	43,823	-	-	-
Underwriter's Discount	-	-	-	217,500	229,050
Cost of Issuance	654,500	289,750	500,106	394,019	496,275
Deposit to the Administrative Fund	-	-	25,000	40,056	-
Deposit to Principal and Interest Account	-	151	-	-	-
Deposit to Redemption Fund	4,131	-	-	-	-
Total Uses	\$ 6,152,275	\$ 4,478,044	\$ 6,373,229	\$ 7,250,000	\$ 9,119,401

Footnotes:

[a] Per the 2019 Amended and Restated Service and Assessment Plan for Phase 1A, Phase 1B, Phase 1B2-1B3, Phase 2B, 2C, and 3A1. The District Formation and Bond Issuance Costs for Phase 2A and 3A2 are preliminary estimates only and subject to change if Phase 2A and Phase 3A2 Bonds are issued.

EXHIBIT E – ASSESSMENT ALLOCATION AND MAXIMUM ASSESSMENT

Phase 1A							
Lot Type	Estimated Average Fully Improved Value	Equivalent Unit Value ^[a]	Number of Dwelling Units ^[b]	Equivalent Units per Lot Type	Assessment per Equivalent Unit	Maximum Assessment	Total Assessment ^[b]
Lot Type 1 (70')	285,000	1.0000	4	4.00	22,408.56	22,408.56	\$ 89,634
Lot Type 2 (60')	220,000	0.7700	163	125.51	22,408.56	17,254.59	\$ 2,812,498
Lot Type 3 (50')	185,000	0.6500	120	78.00	22,408.56	14,565.56	\$ 1,747,868
			287	207.51			\$ 4,650,000

[a] Rounded to nearest hundredth.
 [b] Two Lot Type 3 units have fully prepaid the assessment but are included in the figures above.

Phase 1B							
Lot Type	Estimated Average Fully Improved Value	Equivalent Unit Value ^[a]	Number of Dwelling Units ^[c]	Equivalent Units per Lot Type	Assessment per Equivalent Unit	Maximum Assessment	Total Assessment ^[b]
Lot Type 1 (60')	192,500	1.0000	73	73.00	17,254.59	17,254.59	\$ 1,259,585
Lot Type 2 (50')	162,500	0.8440	68	57.39	17,254.59	14,562.87	\$ 990,275
			141	130.39			\$ 2,249,860

[a] Rounded to nearest thousandth.
 [b] Assessment is net of \$140 principal payment by developer at closing of Phase 1B Bonds.
 [c] Three Lot Type 1 units have fully prepaid the assessment but are included in the figures above.

Phase 1B2 - 1B3							
Lot Type	Estimated Average Fully Improved Value	Equivalent Unit Value ^[a]	Number of Dwelling Units	Equivalent Units per Lot Type	Assessment per Equivalent Unit	Maximum Assessment	Total Assessment
Lot Type 1 (60')	270,000	1.0000	86	86.00	23,203.50	23,203.50	\$ 1,995,501
Lot Type 2 (50')	250,000	0.9259	131	121.30	23,203.50	21,484.72	\$ 2,814,499
			217	207.30			\$ 4,810,000

[a] Not rounded.

Phase 2B, 2C, and 3A1							
Lot Type	Estimated Average Fully Improved Value	Equivalent Unit Value ^[a]	Number of Dwelling Units	Equivalent Units per Lot Type	Assessment per Equivalent Unit	Maximum Assessment	Total Assessment
Lot Type 1 (60')	280,000	1.0000	95	95.00	25,741.82	25,741.82	\$ 2,445,473
Lot Type 2 (50')	260,000	0.9286	201	186.64	25,741.82	23,903.12	\$ 4,804,527
			296	281.64			\$ 7,250,000

[a] Not rounded.

Phase 2A and 3A2							
Lot Type	Estimated Buildout Value	Equivalent Unit Value ^[a]	Number of Dwellings	Equivalent Units per Lot Type	Assessment per Equivalent Unit	Maximum Assessment	Total Assessment
Lot Type 1 (70')	\$ 325,000	1.0000	130	130.00	\$ 28,462	\$ 28,462	\$ 3,700,028
Lot Type 2 (50')	\$ 315,000	0.9692	145	140.54	\$ 28,462	\$ 27,586	\$ 3,999,972
			275	270.54			\$ 7,700,000

[a] Not rounded.

EXHIBIT F-1 - PHASE 1A ASSESSMENT ROLL

Property ID	Lot Type	Notes	Phase 1A Assessment Roll ^[a]	
			Outstanding Assessment	Installment Due 1/31/22 ^[b]
72638	1		\$ 19,641.21	\$ 1,441.96
72639	1		\$ 19,641.21	\$ 1,441.96
72640	1		\$ 19,641.21	\$ 1,441.96
72641	1		\$ 19,641.21	\$ 1,441.96
72642	2		\$ 15,123.76	\$ 1,110.31
72643	2		\$ 15,123.76	\$ 1,110.31
72644	2		\$ 15,123.76	\$ 1,110.31
72645	2		\$ 15,123.76	\$ 1,110.31
72646	2		\$ 15,123.76	\$ 1,110.31
72647	2		\$ 15,123.76	\$ 1,110.31
72648	2		\$ 15,123.76	\$ 1,110.31
72649	2		\$ 15,123.76	\$ 1,110.31
72650	2		\$ 15,123.76	\$ 1,110.31
72651	2		\$ 15,123.76	\$ 1,110.31
72652	2		\$ 15,123.76	\$ 1,110.31
72653	2		\$ 15,123.76	\$ 1,110.31
72654	2		\$ 15,123.76	\$ 1,110.31
72655	2		\$ 15,123.76	\$ 1,110.31
72656	2		\$ 15,123.76	\$ 1,110.31
72657	2		\$ 15,123.76	\$ 1,110.31
72658	2		\$ 15,123.76	\$ 1,110.31
72659	2		\$ 15,123.76	\$ 1,110.31
72660	2		\$ 15,123.76	\$ 1,110.31
72661	2		\$ 15,123.76	\$ 1,110.31
72662	2		\$ 15,123.76	\$ 1,110.31
72663	2		\$ 15,123.76	\$ 1,110.31
72664	2		\$ 15,123.76	\$ 1,110.31
72665	2		\$ 15,123.76	\$ 1,110.31
72666	2		\$ 15,123.76	\$ 1,110.31
72667	2		\$ 15,123.76	\$ 1,110.31
72668	2		\$ 15,123.76	\$ 1,110.31
72669	2		\$ 15,123.76	\$ 1,110.31
72670	2		\$ 15,123.76	\$ 1,110.31
72671	2		\$ 15,123.76	\$ 1,110.31
72672	2		\$ 15,123.76	\$ 1,110.31
72673	2		\$ 15,123.76	\$ 1,110.31
72674	2		\$ 15,123.76	\$ 1,110.31
72675	2		\$ 15,123.76	\$ 1,110.31
72676	2		\$ 15,123.76	\$ 1,110.31
72677	2		\$ 15,123.76	\$ 1,110.31

Property ID	Lot Type	Notes	Phase 1A Assessment Roll ^[a]	
			Outstanding Assessment	Installment Due 1/31/22 ^[b]
72678	2		\$ 15,123.76	\$ 1,110.31
72680	2		\$ 15,123.76	\$ 1,110.31
72681	2		\$ 15,123.76	\$ 1,110.31
72682	2		\$ 15,123.76	\$ 1,110.31
72683	2		\$ 15,123.76	\$ 1,110.31
72684	2		\$ 15,123.76	\$ 1,110.31
72685	2		\$ 15,123.76	\$ 1,110.31
72686	2		\$ 15,123.76	\$ 1,110.31
72687	2		\$ 15,123.76	\$ 1,110.31
72688	2		\$ 15,123.76	\$ 1,110.31
72689	2		\$ 15,123.76	\$ 1,110.31
72690	2		\$ 15,123.76	\$ 1,110.31
72691	2		\$ 15,123.76	\$ 1,110.31
72692	2		\$ 15,123.76	\$ 1,110.31
72693	2		\$ 15,123.76	\$ 1,110.31
72694	2		\$ 15,123.76	\$ 1,110.31
72695	2		\$ 15,123.76	\$ 1,110.31
72696	2		\$ 15,123.76	\$ 1,110.31
72697	2		\$ 15,123.76	\$ 1,110.31
72698	2		\$ 15,123.76	\$ 1,110.31
72699	2		\$ 15,123.76	\$ 1,110.31
72700	2		\$ 15,123.76	\$ 1,110.31
72701	2		\$ 15,123.76	\$ 1,110.31
72702	2		\$ 15,123.76	\$ 1,110.31
72704	2		\$ 15,123.76	\$ 1,110.31
72706	2		\$ 15,123.76	\$ 1,110.31
72707	2		\$ 15,123.76	\$ 1,110.31
72708	2		\$ 15,123.76	\$ 1,110.31
72709	2		\$ 15,123.76	\$ 1,110.31
72710	2		\$ 15,123.76	\$ 1,110.31
72711	3		\$ 12,766.80	\$ 937.27
72712	3		\$ 12,766.80	\$ 937.27
72713	3		\$ 12,766.80	\$ 937.27
72714	3		\$ 12,766.80	\$ 937.27
72715	3		\$ 12,766.80	\$ 937.27
72716	3		\$ 12,766.80	\$ 937.27
72717	3		\$ 12,766.80	\$ 937.27
72718	3		\$ 12,766.80	\$ 937.27
72719	3		\$ 12,766.80	\$ 937.27
72720	3		\$ 12,766.80	\$ 937.27

Property ID	Lot Type	Notes	Phase 1A Assessment Roll ^[a]	
			Outstanding Assessment	Installment Due 1/31/22 ^[b]
72721	3		\$ 12,766.80	\$ 937.27
72722	3		\$ 12,766.80	\$ 937.27
72723	3		\$ 12,766.80	\$ 937.27
72724	3		\$ 12,766.80	\$ 937.27
72725	3		\$ 12,766.80	\$ 937.27
72726	3		\$ 12,766.80	\$ 937.27
72727	3		\$ 12,766.80	\$ 937.27
72728	3		\$ 12,766.80	\$ 937.27
72729	3		\$ 12,766.80	\$ 937.27
72730	3		\$ 12,766.80	\$ 937.27
72731	3		\$ 12,766.80	\$ 937.27
72732	3		\$ 12,766.80	\$ 937.27
72733	3		\$ 12,766.80	\$ 937.27
72734	3		\$ 12,766.80	\$ 937.27
72735	3		\$ 12,766.80	\$ 937.27
72736	3		\$ 12,766.80	\$ 937.27
72737	3		\$ 12,766.80	\$ 937.27
72738	3		\$ 12,766.80	\$ 937.27
72742	3		\$ 12,766.80	\$ 937.27
72743	3		\$ 12,766.80	\$ 937.27
72744	2		\$ 15,123.76	\$ 1,110.31
72745	2		\$ 15,123.76	\$ 1,110.31
72746	2		\$ 15,123.76	\$ 1,110.31
72747	2		\$ 15,123.76	\$ 1,110.31
72748	2		\$ 15,123.76	\$ 1,110.31
72749	3		\$ 12,766.80	\$ 937.27
72750	3		\$ 12,766.80	\$ 937.27
72751	3		\$ 12,766.80	\$ 937.27
72752	3		\$ 12,766.80	\$ 937.27
72753	3		\$ 12,766.80	\$ 937.27
72754	3		\$ 12,766.80	\$ 937.27
72755	3		\$ 12,766.80	\$ 937.27
72756	3		\$ 12,766.80	\$ 937.27
72757	3		\$ 12,766.80	\$ 937.27
72758	3		\$ 12,766.80	\$ 937.27
72759	3		\$ 12,766.80	\$ 937.27
72760	3		\$ 12,766.80	\$ 937.27
72761	3		\$ 12,766.80	\$ 937.27
72762	3		\$ 12,766.80	\$ 937.27
72763	3		\$ 12,766.80	\$ 937.27

Property ID	Lot Type	Notes	Phase 1A Assessment Roll ^[a]	
			Outstanding Assessment	Installment Due 1/31/22 ^[b]
72764	3	[c]	\$ -	\$ -
72765	3		\$ 12,766.80	\$ 937.27
72766	3		\$ 12,766.80	\$ 937.27
72767	3		\$ 12,766.80	\$ 937.27
72768	Non-Benefited Property	[e]	\$ -	\$ -
72769	3		\$ 12,766.80	\$ 937.27
72770	3		\$ 12,766.80	\$ 937.27
72777	3		\$ 12,766.80	\$ 937.27
72778	3		\$ 12,766.80	\$ 937.27
72779	3		\$ 12,766.80	\$ 937.27
72780	3		\$ 12,766.80	\$ 937.27
72781	3		\$ 12,766.80	\$ 937.27
72782	3		\$ 12,766.80	\$ 937.27
72783	3	[c]	\$ -	\$ -
72784	3		\$ 12,766.80	\$ 937.27
72785	3		\$ 12,766.80	\$ 937.27
72786	3		\$ 12,766.80	\$ 937.27
72787	3		\$ 12,766.80	\$ 937.27
72788	3		\$ 12,766.80	\$ 937.27
72789	3		\$ 12,766.80	\$ 937.27
72790	3		\$ 12,766.80	\$ 937.27
72791	3		\$ 12,766.80	\$ 937.27
72792	3		\$ 12,766.80	\$ 937.27
72793	3		\$ 12,766.80	\$ 937.27
72794	3		\$ 12,766.80	\$ 937.27
72795	3		\$ 12,766.80	\$ 937.27
72796	3		\$ 12,766.80	\$ 937.27
72797	3		\$ 12,766.80	\$ 937.27
72798	3		\$ 12,766.80	\$ 937.27
72799	3		\$ 12,766.80	\$ 937.27
72800	3		\$ 12,766.80	\$ 937.27
72801	3		\$ 12,766.80	\$ 937.27
72802	3		\$ 12,766.80	\$ 937.27
72803	3		\$ 12,766.80	\$ 937.27
72804	3		\$ 12,766.80	\$ 937.27
72805	3		\$ 12,766.80	\$ 937.27
72806	3		\$ 12,766.80	\$ 937.27
72807	3		\$ 12,766.80	\$ 937.27
72808	3		\$ 12,766.80	\$ 937.27
72809	3		\$ 12,766.80	\$ 937.27

Property ID	Lot Type	Notes	Phase 1A Assessment Roll ^[a]	
			Outstanding Assessment	Installment Due 1/31/22 ^[b]
72810	3		\$ 12,766.80	\$ 937.27
72811	3		\$ 12,766.80	\$ 937.27
72812	3		\$ 12,766.80	\$ 937.27
72813	3		\$ 12,766.80	\$ 937.27
72814	3		\$ 12,766.80	\$ 937.27
72815	3		\$ 12,766.80	\$ 937.27
72816	3		\$ 12,766.80	\$ 937.27
72817	3		\$ 12,766.80	\$ 937.27
72818	3		\$ 12,766.80	\$ 937.27
72819	3		\$ 12,766.80	\$ 937.27
72820	3		\$ 12,766.80	\$ 937.27
72821	3		\$ 12,766.80	\$ 937.27
72822	3		\$ 12,766.80	\$ 937.27
72823	3		\$ 12,766.80	\$ 937.27
72824	3		\$ 12,766.80	\$ 937.27
72825	3		\$ 12,766.80	\$ 937.27
72826	3		\$ 12,766.80	\$ 937.27
72827	2		\$ 15,123.76	\$ 1,110.31
72828	2		\$ 15,123.76	\$ 1,110.31
72829	2		\$ 15,123.76	\$ 1,110.31
72830	2		\$ 15,123.76	\$ 1,110.31
72831	2		\$ 15,123.76	\$ 1,110.31
72832	2		\$ 15,123.76	\$ 1,110.31
72833	2		\$ 15,123.76	\$ 1,110.31
72834	2		\$ 15,123.76	\$ 1,110.31
72835	2		\$ 15,123.76	\$ 1,110.31
72836	2		\$ 15,123.76	\$ 1,110.31
72837	2		\$ 15,123.76	\$ 1,110.31
72838	2		\$ 15,123.76	\$ 1,110.31
72839	2		\$ 15,123.76	\$ 1,110.31
72840	2		\$ 15,123.76	\$ 1,110.31
72841	2		\$ 15,123.76	\$ 1,110.31
72842	2		\$ 15,123.76	\$ 1,110.31
72843	2		\$ 15,123.76	\$ 1,110.31
72844	2		\$ 15,123.76	\$ 1,110.31
72845	2		\$ 15,123.76	\$ 1,110.31
72846	2		\$ 15,123.76	\$ 1,110.31
72847	2		\$ 15,123.76	\$ 1,110.31
72848	2		\$ 15,123.76	\$ 1,110.31
72849	2		\$ 15,123.76	\$ 1,110.31

Property ID	Lot Type	Notes	Phase 1A Assessment Roll ^[a]	
			Outstanding Assessment	Installment Due 1/31/22 ^[b]
72850	Non-Benefited Property	[f]	\$ -	\$ -
72851	2		\$ 15,123.76	\$ 1,110.31
72852	2		\$ 15,123.76	\$ 1,110.31
72853	2		\$ 15,123.76	\$ 1,110.31
72854	2		\$ 15,123.76	\$ 1,110.31
72855	2		\$ 15,123.76	\$ 1,110.31
72856	2		\$ 15,123.76	\$ 1,110.31
72857	2		\$ 15,123.76	\$ 1,110.31
72858	2		\$ 15,123.76	\$ 1,110.31
72859	2		\$ 15,123.76	\$ 1,110.31
72860	2		\$ 15,123.76	\$ 1,110.31
72861	2		\$ 15,123.76	\$ 1,110.31
72862	2		\$ 15,123.76	\$ 1,110.31
72863	2		\$ 15,123.76	\$ 1,110.31
72864	2		\$ 15,123.76	\$ 1,110.31
72865	2		\$ 15,123.76	\$ 1,110.31
72866	2		\$ 15,123.76	\$ 1,110.31
72867	2		\$ 15,123.76	\$ 1,110.31
72868	2		\$ 15,123.76	\$ 1,110.31
72869	2		\$ 15,123.76	\$ 1,110.31
72870	2		\$ 15,123.76	\$ 1,110.31
72871	2		\$ 15,123.76	\$ 1,110.31
72872	2		\$ 15,123.76	\$ 1,110.31
72873	2		\$ 15,123.76	\$ 1,110.31
72874	2		\$ 15,123.76	\$ 1,110.31
72875	2		\$ 15,123.76	\$ 1,110.31
72876	2		\$ 15,123.76	\$ 1,110.31
72877	2		\$ 15,123.76	\$ 1,110.31
72878	2		\$ 15,123.76	\$ 1,110.31
72879	2		\$ 15,123.76	\$ 1,110.31
72880	2		\$ 15,123.76	\$ 1,110.31
72881	2		\$ 15,123.76	\$ 1,110.31
72882	2		\$ 15,123.76	\$ 1,110.31
72883	2		\$ 15,123.76	\$ 1,110.31
72884	2		\$ 15,123.76	\$ 1,110.31
72885	2		\$ 15,123.76	\$ 1,110.31
72886	2		\$ 15,123.76	\$ 1,110.31
72887	2		\$ 15,123.76	\$ 1,110.31
72888	2		\$ 15,123.76	\$ 1,110.31
72889	2		\$ 15,123.76	\$ 1,110.31

Property ID	Lot Type	Notes	Phase 1A Assessment Roll ^[a]	
			Outstanding Assessment	Installment Due 1/31/22 ^[b]
72890	2		\$ 15,123.76	\$ 1,110.31
72891	2		\$ 15,123.76	\$ 1,110.31
72892	2		\$ 15,123.76	\$ 1,110.31
72893	2		\$ 15,123.76	\$ 1,110.31
72894	2		\$ 15,123.76	\$ 1,110.31
72895	2		\$ 15,123.76	\$ 1,110.31
72896	2		\$ 15,123.76	\$ 1,110.31
72897	2		\$ 15,123.76	\$ 1,110.31
72898	2		\$ 15,123.76	\$ 1,110.31
72899	2		\$ 15,123.76	\$ 1,110.31
72900	Non-Benefited Property	[d]	\$ -	\$ -
72901	2		\$ 15,123.76	\$ 1,110.31
72902	2		\$ 15,123.76	\$ 1,110.31
72903	2		\$ 15,123.76	\$ 1,110.31
72904	2		\$ 15,123.76	\$ 1,110.31
72905	2		\$ 15,123.76	\$ 1,110.31
72906	2		\$ 15,123.76	\$ 1,110.31
72907	2		\$ 15,123.76	\$ 1,110.31
72908	2		\$ 15,123.76	\$ 1,110.31
72909	2		\$ 15,123.76	\$ 1,110.31
72910	2		\$ 15,123.76	\$ 1,110.31
72911	2		\$ 15,123.76	\$ 1,110.31
72912	2		\$ 15,123.76	\$ 1,110.31
72913	2		\$ 15,123.76	\$ 1,110.31
72914	2		\$ 15,123.76	\$ 1,110.31
72915	2		\$ 15,123.76	\$ 1,110.31
72916	2		\$ 15,123.76	\$ 1,110.31
72917	2		\$ 15,123.76	\$ 1,110.31
72918	2		\$ 15,123.76	\$ 1,110.31
72919	3		\$ 12,766.80	\$ 937.27
72920	3		\$ 12,766.80	\$ 937.27
72921	3		\$ 12,766.80	\$ 937.27
72922	3		\$ 12,766.80	\$ 937.27
72923	3		\$ 12,766.80	\$ 937.27
72924	3		\$ 12,766.80	\$ 937.27
72925	3		\$ 12,766.80	\$ 937.27
72926	3		\$ 12,766.80	\$ 937.27
72927	3		\$ 12,766.80	\$ 937.27
72928	3		\$ 12,766.80	\$ 937.27
72929	3		\$ 12,766.80	\$ 937.27

			Phase 1A Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Outstanding Assessment	Installment Due 1/31/22 ^[b]
72930	3		\$ 12,766.80	\$ 937.27
72931	3		\$ 12,766.80	\$ 937.27
72932	3		\$ 12,766.80	\$ 937.27
72933	3		\$ 12,766.80	\$ 937.27
72934	3		\$ 12,766.80	\$ 937.27
72935	3		\$ 12,766.80	\$ 937.27
72936	3		\$ 12,766.80	\$ 937.27
72937	Non-Benefited Property		\$ -	\$ -
72938	Non-Benefited Property		\$ -	\$ -
72939	Non-Benefited Property		\$ -	\$ -
72940	Non-Benefited Property		\$ -	\$ -
72941	Non-Benefited Property		\$ -	\$ -
72942	Non-Benefited Property		\$ -	\$ -
72943	Non-Benefited Property		\$ -	\$ -
72944	Non-Benefited Property		\$ -	\$ -
72945	Non-Benefited Property		\$ -	\$ -
72946	Non-Benefited Property		\$ -	\$ -
72947	Non-Benefited Property		\$ -	\$ -
72948	Non-Benefited Property		\$ -	\$ -
72949	Non-Benefited Property		\$ -	\$ -
72950	Non-Benefited Property		\$ -	\$ -
72951	Non-Benefited Property		\$ -	\$ -
72952	Non-Benefited Property		\$ -	\$ -
72953	Non-Benefited Property		\$ -	\$ -
72954	Non-Benefited Property		\$ -	\$ -
72955	Non-Benefited Property		\$ -	\$ -
72956	Non-Benefited Property		\$ -	\$ -
72957	Non-Benefited Property		\$ -	\$ -
72958	Non-Benefited Property		\$ -	\$ -
87727	2		\$ 15,123.76	\$ 1,110.31
87728	Non-Benefited Property	[d]	\$ -	\$ -
91604	3		\$ 12,766.80	\$ 937.27
91605	Non-Benefited Property	[e]	\$ -	\$ -
104171	2		\$ 15,123.76	\$ 1,110.31
104172	Non-Benefited Property	[f]	\$ -	\$ -
Phase 1A Total			\$ 4,050,220.12	\$ 297,346.23

Notes:

- [a] Totals may not match the outstanding Assessment or Annual Installment due to rounding.
- [b] The Annual Installment covers the period August 15, 2021 to August 14, 2022 and is due by January 31, 2022.
- [c] Property ID has prepaid their Assessment in full.
- [d] Undivided interest of parent parcel Property ID 87727, not billed.
- [e] Undivided interest of parent parcel Property ID 91604, not billed.
- [f] Undivided interest of parent parcel Property ID 104171, not billed.

EXHIBIT F-2 – PHASE 1A ANNUAL INSTALLMENT

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Annual Installment
2022	\$ 219.80	\$ 277,155.20	\$ 19,971.57	\$ -	\$ 297,346.57
2023	\$ 135,000.00	\$ 137,375.00	\$ 20,371.00	\$ -	\$ 292,746.00
2024	\$ 140,000.00	\$ 131,975.00	\$ 20,778.42	\$ -	\$ 292,753.42
2025	\$ 150,000.00	\$ 126,375.00	\$ 21,193.98	\$ -	\$ 297,568.98
2026	\$ 155,000.00	\$ 120,375.00	\$ 21,617.86	\$ -	\$ 296,992.86
2027	\$ 160,000.00	\$ 114,175.00	\$ 22,050.22	\$ -	\$ 296,225.22
2028	\$ 165,000.00	\$ 107,775.00	\$ 22,491.23	\$ -	\$ 295,266.23
2029	\$ 170,000.00	\$ 101,175.00	\$ 22,941.05	\$ -	\$ 294,116.05
2030	\$ 175,000.00	\$ 94,375.00	\$ 23,399.87	\$ -	\$ 292,774.87
2031	\$ 180,000.00	\$ 89,125.00	\$ 23,867.87	\$ -	\$ 292,992.87
2032	\$ 185,000.00	\$ 83,725.00	\$ 24,345.23	\$ -	\$ 293,070.23
2033	\$ 190,000.00	\$ 78,175.00	\$ 24,832.13	\$ -	\$ 293,007.13
2034	\$ 195,000.00	\$ 72,475.00	\$ 25,328.77	\$ -	\$ 292,803.77
2035	\$ 200,000.00	\$ 66,625.00	\$ 25,835.35	\$ -	\$ 292,460.35
2036	\$ 210,000.00	\$ 60,125.00	\$ 26,352.06	\$ -	\$ 296,477.06
2037	\$ 215,000.00	\$ 53,300.00	\$ 26,879.10	\$ -	\$ 295,179.10
2038	\$ 220,000.00	\$ 46,312.50	\$ 27,416.68	\$ -	\$ 293,729.18
2039	\$ 225,000.00	\$ 39,162.50	\$ 27,965.01	\$ -	\$ 292,127.51
2040	\$ 235,000.00	\$ 31,850.00	\$ 28,524.31	\$ -	\$ 295,374.31
2041	\$ 240,000.00	\$ 24,212.50	\$ 29,094.80	\$ -	\$ 293,307.30
2042	\$ 250,000.00	\$ 16,412.50	\$ 29,676.70	\$ -	\$ 296,089.20
2043	\$ 255,000.00	\$ 8,287.50	\$ 30,270.23	\$ -	\$ 293,557.73
Total	\$ 4,050,219.80	\$ 1,880,542.70	\$ 545,203.43	\$ -	\$ 6,475,965.93

Notes:

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

EXHIBIT G-1 – PHASE 1B ASSESSMENT ROLL

Property ID	Lot Type	Notes	Phase 1B Assessment Roll ^{[a],[b]}	
			Outstanding Assessment	Installment Due 1/31/22 ^[c]
89547	1		\$ 15,530.09	\$ 1,589.52
89548	1		\$ 15,530.09	\$ 1,589.52
89549	1		\$ 15,530.09	\$ 1,589.52
89550	1		\$ 15,530.09	\$ 1,589.52
89551	1		\$ 15,530.09	\$ 1,589.52
89552	1		\$ 15,530.09	\$ 1,589.52
89553	1		\$ 15,530.09	\$ 1,589.52
89554	1		\$ 15,530.09	\$ 1,589.52
89555	1		\$ 15,530.09	\$ 1,589.52
89556	1		\$ 15,530.09	\$ 1,589.52
89557	1		\$ 15,530.09	\$ 1,589.52
89558	1		\$ 15,530.09	\$ 1,589.52
89559	1		\$ 15,530.09	\$ 1,589.52
89560	1		\$ 15,530.09	\$ 1,589.52
89561	1		\$ 15,530.09	\$ 1,589.52
89562	1		\$ 15,530.09	\$ 1,589.52
89563	1		\$ 15,530.09	\$ 1,589.52
89564	1	[d]	\$ -	\$ -
89565	1		\$ 15,530.09	\$ 1,589.52
89566	1		\$ 15,530.09	\$ 1,589.52
89567	1		\$ 15,530.09	\$ 1,589.52
89568	1		\$ 15,530.09	\$ 1,589.52
89569	1		\$ 15,530.09	\$ 1,589.52
89570	1		\$ 15,530.09	\$ 1,589.52
89571	1		\$ 15,530.09	\$ 1,589.52
89572	1		\$ 15,530.09	\$ 1,589.52
89573	1		\$ 15,530.09	\$ 1,589.52
89574	1		\$ 15,530.09	\$ 1,589.52
89575	1		\$ 15,530.09	\$ 1,589.52
89576	1		\$ 15,530.09	\$ 1,589.52
89577	1	[d]	\$ -	\$ -
89578	1		\$ 15,530.09	\$ 1,589.52
89579	1		\$ 15,530.09	\$ 1,589.52
89580	1		\$ 15,530.09	\$ 1,589.52
89581	1		\$ 15,530.09	\$ 1,589.52
89582	1		\$ 15,530.09	\$ 1,589.52
89583	1		\$ 15,530.09	\$ 1,589.52
89584	1		\$ 15,530.09	\$ 1,589.52
89585	1		\$ 15,530.09	\$ 1,589.52
89586	1		\$ 15,530.09	\$ 1,589.52

Property ID	Lot Type	Notes	Phase 1B Assessment Roll ^{[a],[b]}	
			Outstanding Assessment	Installment Due 1/31/22 ^[c]
89587	1		\$ 15,530.09	\$ 1,589.52
89588	1		\$ 15,530.09	\$ 1,589.52
89589	1		\$ 15,530.09	\$ 1,589.52
89590	1		\$ 15,530.09	\$ 1,589.52
89591	1		\$ 15,530.09	\$ 1,589.52
89592	1		\$ 15,530.09	\$ 1,589.52
89593	Non-Benefited Property	[e]	\$ -	\$ -
89594	1		\$ 15,530.09	\$ 1,589.52
89595	1		\$ 15,530.09	\$ 1,589.52
89596	2		\$ 13,107.40	\$ 1,341.56
89597	Non-Benefited Property		\$ -	\$ -
89598	Non-Benefited Property		\$ -	\$ -
89599	Non-Benefited Property		\$ -	\$ -
89600	Non-Benefited Property		\$ -	\$ -
89601	1		\$ 15,530.09	\$ 1,589.52
89602	1		\$ 15,530.09	\$ 1,589.52
89603	1		\$ 15,530.09	\$ 1,589.52
89604	1		\$ 15,530.09	\$ 1,589.52
89605	1		\$ 15,530.09	\$ 1,589.52
89606	1		\$ 15,530.09	\$ 1,589.52
89607	1		\$ 15,530.09	\$ 1,589.52
89608	1		\$ 15,530.09	\$ 1,589.52
89609	1		\$ 15,530.09	\$ 1,589.52
89610	1		\$ 15,530.09	\$ 1,589.52
89611	1		\$ 15,530.09	\$ 1,589.52
89612	1		\$ 15,530.09	\$ 1,589.52
89613	1		\$ 15,530.09	\$ 1,589.52
89614	1		\$ 15,530.09	\$ 1,589.52
89615	1		\$ 15,530.09	\$ 1,589.52
89616	1		\$ 15,530.09	\$ 1,589.52
89617	1		\$ 15,530.09	\$ 1,589.52
89618	1		\$ 15,530.09	\$ 1,589.52
89619	1		\$ 15,530.09	\$ 1,589.52
89620	1	[d]	\$ -	\$ -
89621	1		\$ 15,530.09	\$ 1,589.52
89622	1		\$ 15,530.09	\$ 1,589.52
89623	1		\$ 15,530.09	\$ 1,589.52
89624	1		\$ 15,530.09	\$ 1,589.52
89625	2		\$ 13,107.40	\$ 1,341.56
89626	2		\$ 13,107.40	\$ 1,341.56

Property ID	Lot Type	Notes	Phase 1B Assessment Roll ^{[a],[b]}	
			Outstanding Assessment	Installment Due 1/31/22 ^[c]
89627	2		\$ 13,107.40	\$ 1,341.56
89628	2		\$ 13,107.40	\$ 1,341.56
89629	2		\$ 13,107.40	\$ 1,341.56
89630	2		\$ 13,107.40	\$ 1,341.56
89631	2		\$ 13,107.40	\$ 1,341.56
89632	2		\$ 13,107.40	\$ 1,341.56
89633	2		\$ 13,107.40	\$ 1,341.56
89634	2		\$ 13,107.40	\$ 1,341.56
89635	2		\$ 13,107.40	\$ 1,341.56
89636	2		\$ 13,107.40	\$ 1,341.56
89637	2		\$ 13,107.40	\$ 1,341.56
89638	2		\$ 13,107.40	\$ 1,341.56
89639	2		\$ 13,107.40	\$ 1,341.56
89640	2		\$ 13,107.40	\$ 1,341.56
89641	2		\$ 13,107.40	\$ 1,341.56
89642	2		\$ 13,107.40	\$ 1,341.56
89643	2		\$ 13,107.40	\$ 1,341.56
89644	2		\$ 13,107.40	\$ 1,341.56
89645	2		\$ 13,107.40	\$ 1,341.56
89646	2		\$ 13,107.40	\$ 1,341.56
89647	2		\$ 13,107.40	\$ 1,341.56
89648	2		\$ 13,107.40	\$ 1,341.56
89649	2		\$ 13,107.40	\$ 1,341.56
89650	2		\$ 13,107.40	\$ 1,341.56
89651	2		\$ 13,107.40	\$ 1,341.56
89652	2		\$ 13,107.40	\$ 1,341.56
89653	2		\$ 13,107.40	\$ 1,341.56
89654	Non-Benefited Property		\$ -	\$ -
89655	Non-Benefited Property		\$ -	\$ -
89656	Non-Benefited Property		\$ -	\$ -
89657	Non-Benefited Property		\$ -	\$ -
89658	Non-Benefited Property		\$ -	\$ -
89659	2		\$ 13,107.40	\$ 1,341.56
89660	2		\$ 13,107.40	\$ 1,341.56
89661	2		\$ 13,107.40	\$ 1,341.56
89662	2		\$ 13,107.40	\$ 1,341.56
89663	2		\$ 13,107.40	\$ 1,341.56
89664	2		\$ 13,107.40	\$ 1,341.56
89665	2		\$ 13,107.40	\$ 1,341.56
89666	2		\$ 13,107.40	\$ 1,341.56

Property ID	Lot Type	Notes	Phase 1B Assessment Roll ^{[a],[b]}	
			Outstanding Assessment	Installment Due 1/31/22 ^[c]
89667	2		\$ 13,107.40	\$ 1,341.56
89668	2		\$ 13,107.40	\$ 1,341.56
89669	2		\$ 13,107.40	\$ 1,341.56
89670	2		\$ 13,107.40	\$ 1,341.56
89671	2		\$ 13,107.40	\$ 1,341.56
89672	2		\$ 13,107.40	\$ 1,341.56
89673	2		\$ 13,107.40	\$ 1,341.56
89674	2		\$ 13,107.40	\$ 1,341.56
89675	2		\$ 13,107.40	\$ 1,341.56
89676	2		\$ 13,107.40	\$ 1,341.56
89677	2		\$ 13,107.40	\$ 1,341.56
89678	2		\$ 13,107.40	\$ 1,341.56
89679	2		\$ 13,107.40	\$ 1,341.56
89680	2		\$ 13,107.40	\$ 1,341.56
89681	2		\$ 13,107.40	\$ 1,341.56
89682	2		\$ 13,107.40	\$ 1,341.56
89683	2		\$ 13,107.40	\$ 1,341.56
89684	2		\$ 13,107.40	\$ 1,341.56
89685	2		\$ 13,107.40	\$ 1,341.56
89686	2		\$ 13,107.40	\$ 1,341.56
89687	2		\$ 13,107.40	\$ 1,341.56
89688	2		\$ 13,107.40	\$ 1,341.56
89689	2		\$ 13,107.40	\$ 1,341.56
89690	2		\$ 13,107.40	\$ 1,341.56
89691	2		\$ 13,107.40	\$ 1,341.56
89692	2		\$ 13,107.40	\$ 1,341.56
89693	2		\$ 13,107.40	\$ 1,341.56
89694	2		\$ 13,107.40	\$ 1,341.56
89695	2		\$ 13,107.40	\$ 1,341.56
89696	2		\$ 13,107.40	\$ 1,341.56
101999	1		\$ 15,530.09	\$ 1,589.52
102000	Non-Benefited Property	[e]	\$ -	\$ -
Phase 1B Total			\$ 1,978,409.50	\$ 202,492.48

Notes:

- [a] Totals may not match the outstanding Assessment or Annual Installment due to rounding.
- [b] Due to prepayments for Phase 1B, the Phase 1B Annual Installment billed will not match the Phase 1B Annual Installment due until bonds are redeemed.
- [c] The Annual Installment covers the period August 15, 2021 to August 14, 2022 and is due by January 31, 2022.
- [d] Property ID has prepaid their Assessment in full.
- [e] Undivided interest of parent parcel Property ID 101999, not billed.

EXHIBIT G-2 – PHASE 1B ANNUAL INSTALLMENT

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 50,000.00	\$ 136,750.00	\$ 10,147.15	\$ 10,125.00	\$ 207,022.15
2023	\$ 50,000.00	\$ 133,750.00	\$ 10,350.09	\$ 9,875.00	\$ 203,975.09
2024	\$ 50,000.00	\$ 130,750.00	\$ 10,557.10	\$ 9,625.00	\$ 200,932.10
2025	\$ 50,000.00	\$ 127,750.00	\$ 10,768.24	\$ 9,375.00	\$ 197,893.24
2026	\$ 50,000.00	\$ 124,500.00	\$ 10,983.60	\$ 9,125.00	\$ 194,608.60
2027	\$ 50,000.00	\$ 121,250.00	\$ 11,203.27	\$ 8,875.00	\$ 191,328.27
2028	\$ 75,000.00	\$ 118,000.00	\$ 11,427.34	\$ 8,625.00	\$ 213,052.34
2029	\$ 75,000.00	\$ 113,125.00	\$ 11,655.89	\$ 8,250.00	\$ 208,030.89
2030	\$ 75,000.00	\$ 108,250.00	\$ 11,889.00	\$ 7,875.00	\$ 203,014.00
2031	\$ 75,000.00	\$ 103,375.00	\$ 12,126.78	\$ 7,500.00	\$ 198,001.78
2032	\$ 75,000.00	\$ 98,500.00	\$ 12,369.32	\$ 7,125.00	\$ 192,994.32
2033	\$ 75,000.00	\$ 93,625.00	\$ 12,616.71	\$ 6,750.00	\$ 187,991.71
2034	\$ 100,000.00	\$ 88,750.00	\$ 12,869.04	\$ 6,375.00	\$ 207,994.04
2035	\$ 100,000.00	\$ 82,250.00	\$ 13,126.42	\$ 5,875.00	\$ 201,251.42
2036	\$ 100,000.00	\$ 75,250.00	\$ 13,388.95	\$ 5,375.00	\$ 194,013.95
2037	\$ 125,000.00	\$ 68,250.00	\$ 13,656.73	\$ 4,875.00	\$ 211,781.73
2038	\$ 125,000.00	\$ 59,500.00	\$ 13,929.86	\$ 4,250.00	\$ 202,679.86
2039	\$ 125,000.00	\$ 50,750.00	\$ 14,208.46	\$ 3,625.00	\$ 193,583.46
2040	\$ 125,000.00	\$ 42,000.00	\$ 14,492.63	\$ 3,000.00	\$ 184,492.63
2041	\$ 150,000.00	\$ 33,250.00	\$ 14,782.48	\$ 2,375.00	\$ 200,407.48
2042	\$ 150,000.00	\$ 22,750.00	\$ 15,078.13	\$ 1,625.00	\$ 189,453.13
2043	\$ 175,000.00	\$ 12,250.00	\$ 15,379.69	\$ 875.00	\$ 203,504.69
Total	\$ 2,025,000.00	\$ 1,944,625.00	\$ 277,006.90	\$ 141,375.00	\$ 4,388,006.90

Notes:

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

EXHIBIT H-1 – PHASE 1B2 – 1B3 ASSESSMENT ROLL

Property ID	Lot Type	Notes	Phase 1B2-1B3 Assessment Roll ^[a]	
			Outstanding Assessment	Installment Due 1/31/22 ^[b]
93075	2		\$ 20,256.39	\$ 1,479.33
93076	2		\$ 20,256.39	\$ 1,479.33
93077	2		\$ 20,256.39	\$ 1,479.33
93078	2		\$ 20,256.39	\$ 1,479.33
93079	2		\$ 20,256.39	\$ 1,479.33
93080	2		\$ 20,256.39	\$ 1,479.33
93081	2		\$ 20,256.39	\$ 1,479.33
93082	2		\$ 20,256.39	\$ 1,479.33
93083	2		\$ 20,256.39	\$ 1,479.33
93084	2		\$ 20,256.39	\$ 1,479.33
93085	2		\$ 20,256.39	\$ 1,479.33
93086	2		\$ 20,256.39	\$ 1,479.33
93087	2		\$ 20,256.39	\$ 1,479.33
93088	2		\$ 20,256.39	\$ 1,479.33
93089	2		\$ 20,256.39	\$ 1,479.33
93090	2		\$ 20,256.39	\$ 1,479.33
93091	2		\$ 20,256.39	\$ 1,479.33
93092	2		\$ 20,256.39	\$ 1,479.33
93093	2		\$ 20,256.39	\$ 1,479.33
93094	2		\$ 20,256.39	\$ 1,479.33
93095	2		\$ 20,256.39	\$ 1,479.33
93096	2		\$ 20,256.39	\$ 1,479.33
93097	2		\$ 20,256.39	\$ 1,479.33
93098	2		\$ 20,256.39	\$ 1,479.33
93099	2		\$ 20,256.39	\$ 1,479.33
93100	2		\$ 20,256.39	\$ 1,479.33
93101	2		\$ 20,256.39	\$ 1,479.33
93102	2		\$ 20,256.39	\$ 1,479.33
93103	2		\$ 20,256.39	\$ 1,479.33
93104	2		\$ 20,256.39	\$ 1,479.33
93105	2		\$ 20,256.39	\$ 1,479.33
93106	2		\$ 20,256.39	\$ 1,479.33
93107	2		\$ 20,256.39	\$ 1,479.33
93108	2		\$ 20,256.39	\$ 1,479.33
93109	Non-Benefited Property		\$ -	\$ -
93110	2		\$ 20,256.39	\$ 1,479.33
93111	2		\$ 20,256.39	\$ 1,479.33
93112	2		\$ 20,256.39	\$ 1,479.33
93113	2		\$ 20,256.39	\$ 1,479.33
93114	2		\$ 20,256.39	\$ 1,479.33

			Phase 1B2-1B3 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Outstanding Assessment	Installment Due 1/31/22 ^[b]
93115	2		\$ 20,256.39	\$ 1,479.33
93116	2		\$ 20,256.39	\$ 1,479.33
93117	2		\$ 20,256.39	\$ 1,479.33
93118	2		\$ 20,256.39	\$ 1,479.33
93119	2		\$ 20,256.39	\$ 1,479.33
93120	2		\$ 20,256.39	\$ 1,479.33
93121	2		\$ 20,256.39	\$ 1,479.33
93122	2		\$ 20,256.39	\$ 1,479.33
93123	2		\$ 20,256.39	\$ 1,479.33
93124	2		\$ 20,256.39	\$ 1,479.33
93125	2		\$ 20,256.39	\$ 1,479.33
93126	2		\$ 20,256.39	\$ 1,479.33
93127	2		\$ 20,256.39	\$ 1,479.33
93128	2		\$ 20,256.39	\$ 1,479.33
93129	2		\$ 20,256.39	\$ 1,479.33
93130	2		\$ 20,256.39	\$ 1,479.33
93131	2		\$ 20,256.39	\$ 1,479.33
93132	2		\$ 20,256.39	\$ 1,479.33
93133	2		\$ 20,256.39	\$ 1,479.33
93134	2		\$ 20,256.39	\$ 1,479.33
93140	2		\$ 20,256.39	\$ 1,479.33
93141	2		\$ 20,256.39	\$ 1,479.33
93142	2		\$ 20,256.39	\$ 1,479.33
93143	2		\$ 20,256.39	\$ 1,479.33
93144	2		\$ 20,256.39	\$ 1,479.33
93145	2		\$ 20,256.39	\$ 1,479.33
93146	2		\$ 20,256.39	\$ 1,479.33
93147	2		\$ 20,256.39	\$ 1,479.33
93148	2		\$ 20,256.39	\$ 1,479.33
93149	2		\$ 20,256.39	\$ 1,479.33
93150	2		\$ 20,256.39	\$ 1,479.33
93151	2		\$ 20,256.39	\$ 1,479.33
93152	Non-Benefited Property		\$ -	\$ -
93153	Non-Benefited Property		\$ -	\$ -
93154	Non-Benefited Property		\$ -	\$ -
93155	2		\$ 20,256.39	\$ 1,479.33
93156	2		\$ 20,256.39	\$ 1,479.33
93157	2		\$ 20,256.39	\$ 1,479.33
93158	2		\$ 20,256.39	\$ 1,479.33
93159	2		\$ 20,256.39	\$ 1,479.33

			Phase 1B2-1B3 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Outstanding	Installment Due
			Assessment	1/31/22 ^[b]
93160	2		\$ 20,256.39	\$ 1,479.33
93161	2		\$ 20,256.39	\$ 1,479.33
93162	2		\$ 20,256.39	\$ 1,479.33
93163	2		\$ 20,256.39	\$ 1,479.33
93164	2		\$ 20,256.39	\$ 1,479.33
93165	2		\$ 20,256.39	\$ 1,479.33
93166	2		\$ 20,256.39	\$ 1,479.33
93167	2		\$ 20,256.39	\$ 1,479.33
93168	2		\$ 20,256.39	\$ 1,479.33
93169	2		\$ 20,256.39	\$ 1,479.33
93170	2		\$ 20,256.39	\$ 1,479.33
93171	2		\$ 20,256.39	\$ 1,479.33
93172	2		\$ 20,256.39	\$ 1,479.33
93173	2		\$ 20,256.39	\$ 1,479.33
93174	2		\$ 20,256.39	\$ 1,479.33
93175	2		\$ 20,256.39	\$ 1,479.33
93176	2		\$ 20,256.39	\$ 1,479.33
93177	2		\$ 20,256.39	\$ 1,479.33
93178	2		\$ 20,256.39	\$ 1,479.33
93179	2		\$ 20,256.39	\$ 1,479.33
93180	2		\$ 20,256.39	\$ 1,479.33
93181	2		\$ 20,256.39	\$ 1,479.33
93182	2		\$ 20,256.39	\$ 1,479.33
93183	2		\$ 20,256.39	\$ 1,479.33
93184	2		\$ 20,256.39	\$ 1,479.33
93185	2		\$ 20,256.39	\$ 1,479.33
93186	2		\$ 20,256.39	\$ 1,479.33
93187	1		\$ 21,876.90	\$ 1,597.67
93188	1		\$ 21,876.90	\$ 1,597.67
93189	1		\$ 21,876.90	\$ 1,597.67
93190	1		\$ 21,876.90	\$ 1,597.67
93191	1		\$ 21,876.90	\$ 1,597.67
93192	1		\$ 21,876.90	\$ 1,597.67
93193	1		\$ 21,876.90	\$ 1,597.67
93194	1		\$ 21,876.90	\$ 1,597.67
93195	1		\$ 21,876.90	\$ 1,597.67
93196	1		\$ 21,876.90	\$ 1,597.67
93197	1		\$ 21,876.90	\$ 1,597.67
93198	1		\$ 21,876.90	\$ 1,597.67
93199	1		\$ 21,876.90	\$ 1,597.67

			Phase 1B2-1B3 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Outstanding Assessment	Installment Due 1/31/22 ^[b]
93200	1		\$ 21,876.90	\$ 1,597.67
93201	1		\$ 21,876.90	\$ 1,597.67
93202	1		\$ 21,876.90	\$ 1,597.67
93203	1		\$ 21,876.90	\$ 1,597.67
93204	1		\$ 21,876.90	\$ 1,597.67
93205	1		\$ 21,876.90	\$ 1,597.67
93206	1		\$ 21,876.90	\$ 1,597.67
93207	1		\$ 21,876.90	\$ 1,597.67
93208	1		\$ 21,876.90	\$ 1,597.67
93209	1		\$ 21,876.90	\$ 1,597.67
93210	1		\$ 21,876.90	\$ 1,597.67
93211	1		\$ 21,876.90	\$ 1,597.67
93212	1		\$ 21,876.90	\$ 1,597.67
93213	1		\$ 21,876.90	\$ 1,597.67
93214	1		\$ 21,876.90	\$ 1,597.67
93215	1		\$ 21,876.90	\$ 1,597.67
93216	1		\$ 21,876.90	\$ 1,597.67
93217	1		\$ 21,876.90	\$ 1,597.67
93218	Non-Benefited Property		\$ -	\$ -
93219	1		\$ 21,876.90	\$ 1,597.67
93220	1		\$ 21,876.90	\$ 1,597.67
93221	1		\$ 21,876.90	\$ 1,597.67
93222	1		\$ 21,876.90	\$ 1,597.67
93223	1		\$ 21,876.90	\$ 1,597.67
93224	1		\$ 21,876.90	\$ 1,597.67
93225	1		\$ 21,876.90	\$ 1,597.67
93226	1		\$ 21,876.90	\$ 1,597.67
93227	1		\$ 21,876.90	\$ 1,597.67
93228	1		\$ 21,876.90	\$ 1,597.67
93229	1		\$ 21,876.90	\$ 1,597.67
93230	1		\$ 21,876.90	\$ 1,597.67
93231	1		\$ 21,876.90	\$ 1,597.67
93232	1		\$ 21,876.90	\$ 1,597.67
93233	Non-Benefited Property		\$ -	\$ -
93234	1		\$ 21,876.90	\$ 1,597.67
93235	1		\$ 21,876.90	\$ 1,597.67
93236	1		\$ 21,876.90	\$ 1,597.67
93237	1		\$ 21,876.90	\$ 1,597.67
93238	1		\$ 21,876.90	\$ 1,597.67
93239	1		\$ 21,876.90	\$ 1,597.67

			Phase 1B2-1B3 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Outstanding Assessment	Installment Due 1/31/22 ^[b]
93240	1		\$ 21,876.90	\$ 1,597.67
93241	1		\$ 21,876.90	\$ 1,597.67
93242	Non-Benefited Property		\$ -	\$ -
93243	1		\$ 21,876.90	\$ 1,597.67
93244	1		\$ 21,876.90	\$ 1,597.67
93245	1		\$ 21,876.90	\$ 1,597.67
93246	1		\$ 21,876.90	\$ 1,597.67
93247	1		\$ 21,876.90	\$ 1,597.67
93248	1		\$ 21,876.90	\$ 1,597.67
93249	1		\$ 21,876.90	\$ 1,597.67
93250	1		\$ 21,876.90	\$ 1,597.67
93251	1		\$ 21,876.90	\$ 1,597.67
93252	1		\$ 21,876.90	\$ 1,597.67
93253	1		\$ 21,876.90	\$ 1,597.67
93254	1		\$ 21,876.90	\$ 1,597.67
93255	1		\$ 21,876.90	\$ 1,597.67
93256	1		\$ 21,876.90	\$ 1,597.67
93257	1		\$ 21,876.90	\$ 1,597.67
93258	Non-Benefited Property		\$ -	\$ -
93261	1		\$ 21,876.90	\$ 1,597.67
93262	1		\$ 21,876.90	\$ 1,597.67
93263	1		\$ 21,876.90	\$ 1,597.67
93264	1		\$ 21,876.90	\$ 1,597.67
93265	1		\$ 21,876.90	\$ 1,597.67
93266	1		\$ 21,876.90	\$ 1,597.67
93267	1		\$ 21,876.90	\$ 1,597.67
93268	1		\$ 21,876.90	\$ 1,597.67
93269	1		\$ 21,876.90	\$ 1,597.67
93270	1		\$ 21,876.90	\$ 1,597.67
93271	1		\$ 21,876.90	\$ 1,597.67
93272	1		\$ 21,876.90	\$ 1,597.67
93273	1		\$ 21,876.90	\$ 1,597.67
93274	1		\$ 21,876.90	\$ 1,597.67
93275	1		\$ 21,876.90	\$ 1,597.67
93276	1		\$ 21,876.90	\$ 1,597.67
93277	1		\$ 21,876.90	\$ 1,597.67
93278	1		\$ 21,876.90	\$ 1,597.67
93279	2		\$ 20,256.39	\$ 1,479.33
93280	2		\$ 20,256.39	\$ 1,479.33
93281	2		\$ 20,256.39	\$ 1,479.33

			Phase 1B2-1B3 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Outstanding Assessment	Installment Due 1/31/22 ^[b]
93282	2		\$ 20,256.39	\$ 1,479.33
93283	2		\$ 20,256.39	\$ 1,479.33
93284	2		\$ 20,256.39	\$ 1,479.33
93285	2		\$ 20,256.39	\$ 1,479.33
93286	2		\$ 20,256.39	\$ 1,479.33
93287	Non-Benefited Property	[c]	\$ -	\$ -
93288	2		\$ 20,256.39	\$ 1,479.33
93289	2		\$ 20,256.39	\$ 1,479.33
93290	2		\$ 20,256.39	\$ 1,479.33
93291	2		\$ 20,256.39	\$ 1,479.33
93292	2		\$ 20,256.39	\$ 1,479.33
93293	2		\$ 20,256.39	\$ 1,479.33
93294	2		\$ 20,256.39	\$ 1,479.33
93295	2		\$ 20,256.39	\$ 1,479.33
93296	2		\$ 20,256.39	\$ 1,479.33
93297	2		\$ 20,256.39	\$ 1,479.33
93298	2		\$ 20,256.39	\$ 1,479.33
93299	2		\$ 20,256.39	\$ 1,479.33
93300	2		\$ 20,256.39	\$ 1,479.33
93301	2		\$ 20,256.39	\$ 1,479.33
93302	2		\$ 20,256.39	\$ 1,479.33
93303	2		\$ 20,256.39	\$ 1,479.33
93304	2		\$ 20,256.39	\$ 1,479.33
93305	Non-Benefited Property		\$ -	\$ -
93306	2		\$ 20,256.39	\$ 1,479.33
93307	2		\$ 20,256.39	\$ 1,479.33
93308	Non-Benefited Property		\$ -	\$ -
93309	Non-Benefited Property		\$ -	\$ -
93310	Non-Benefited Property		\$ -	\$ -
99441	2		\$ 20,256.39	\$ 1,479.33
99442	Non-Benefited Property	[c]	\$ -	\$ -
Phase 1B2-1B3 Total			\$ 4,535,000.49	\$ 331,191.85

Notes:

[a] Totals may not match the outstanding Assessment or Annual Installment due to rounding.

[b] The Annual Installment covers the period August 15, 2021 to August 14, 2022 and is due by January 31, 2022.

[c] Undivided interest of parent parcel Property ID 99441, not billed.

EXHIBIT H-2 – PHASE 1B2 – 1B3 ANNUAL INSTALLMENT

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 90,000.00	\$ 195,725.00	\$ 22,791.94	\$ 22,675.00	\$ 331,191.94
2023	\$ 95,000.00	\$ 192,575.00	\$ 23,247.78	\$ 22,225.00	\$ 333,047.78
2024	\$ 100,000.00	\$ 189,250.00	\$ 23,712.73	\$ 21,750.00	\$ 334,712.73
2025	\$ 105,000.00	\$ 185,250.00	\$ 24,186.99	\$ 21,250.00	\$ 335,686.99
2026	\$ 105,000.00	\$ 181,050.00	\$ 24,670.73	\$ 20,725.00	\$ 331,445.73
2027	\$ 110,000.00	\$ 176,850.00	\$ 25,164.14	\$ 20,200.00	\$ 332,214.14
2028	\$ 115,000.00	\$ 172,450.00	\$ 25,667.42	\$ 19,650.00	\$ 332,767.42
2029	\$ 120,000.00	\$ 167,850.00	\$ 26,180.77	\$ 19,075.00	\$ 333,105.77
2030	\$ 125,000.00	\$ 162,870.00	\$ 26,704.39	\$ 18,475.00	\$ 333,049.39
2031	\$ 130,000.00	\$ 157,682.50	\$ 27,238.48	\$ 17,850.00	\$ 332,770.98
2032	\$ 140,000.00	\$ 152,287.50	\$ 27,783.25	\$ 17,200.00	\$ 337,270.75
2033	\$ 145,000.00	\$ 146,477.50	\$ 28,338.91	\$ 16,500.00	\$ 336,316.41
2034	\$ 150,000.00	\$ 140,460.00	\$ 28,905.69	\$ 15,775.00	\$ 335,140.69
2035	\$ 155,000.00	\$ 133,935.00	\$ 29,483.80	\$ 15,025.00	\$ 333,443.80
2036	\$ 165,000.00	\$ 127,192.50	\$ 30,073.48	\$ 14,250.00	\$ 336,515.98
2037	\$ 170,000.00	\$ 120,015.00	\$ 30,674.95	\$ 13,425.00	\$ 334,114.95
2038	\$ 180,000.00	\$ 112,620.00	\$ 31,288.45	\$ 12,575.00	\$ 336,483.45
2039	\$ 190,000.00	\$ 104,790.00	\$ 31,914.22	\$ 11,675.00	\$ 338,379.22
2040	\$ 195,000.00	\$ 96,525.00	\$ 32,552.50	\$ 10,725.00	\$ 334,802.50
2041	\$ 205,000.00	\$ 87,750.00	\$ 33,203.55	\$ 9,750.00	\$ 335,703.55
2042	\$ 215,000.00	\$ 78,525.00	\$ 33,867.62	\$ 8,725.00	\$ 336,117.62
2043	\$ 225,000.00	\$ 68,850.00	\$ 34,544.97	\$ 7,650.00	\$ 336,044.97
2044	\$ 235,000.00	\$ 58,725.00	\$ 35,235.87	\$ 6,525.00	\$ 335,485.87
2045	\$ 250,000.00	\$ 48,150.00	\$ 35,940.59	\$ 5,350.00	\$ 339,440.59
2046	\$ 260,000.00	\$ 36,900.00	\$ 36,659.40	\$ 4,100.00	\$ 337,659.40
2047	\$ 275,000.00	\$ 25,200.00	\$ 37,392.59	\$ 2,800.00	\$ 340,392.59
2048	\$ 285,000.00	\$ 12,825.00	\$ 38,140.44	\$ 1,425.00	\$ 337,390.44
Total	\$ 4,535,000.00	\$ 3,332,780.00	\$ 805,565.66	\$ 377,350.00	\$ 9,050,695.66

Notes:

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

EXHIBIT I-1 – PHASE 2B, 2C, AND 3A1 ASSESSMENT ROLL

Property ID	Lot Type	Notes	Phase 2B, 2C & 3A1 Assessment Roll ^[a]	
			Outstanding Assessment	Installment Due 1/31/22 ^[b]
72206	Non-Benefited Property	[c]	\$ -	\$ -
100471	2		\$ 22,963.48	\$ 1,627.89
100472	2		\$ 22,963.48	\$ 1,627.89
100473	2		\$ 22,963.48	\$ 1,627.89
100474	2		\$ 22,963.48	\$ 1,627.89
100475	2		\$ 22,963.48	\$ 1,627.89
100476	2		\$ 22,963.48	\$ 1,627.89
100477	2		\$ 22,963.48	\$ 1,627.89
100478	2		\$ 22,963.48	\$ 1,627.89
100479	2		\$ 22,963.48	\$ 1,627.89
100480	2		\$ 22,963.48	\$ 1,627.89
100481	2		\$ 22,963.48	\$ 1,627.89
100482	2		\$ 22,963.48	\$ 1,627.89
100483	2		\$ 22,963.48	\$ 1,627.89
100484	2		\$ 22,963.48	\$ 1,627.89
100485	2		\$ 22,963.48	\$ 1,627.89
100486	2		\$ 22,963.48	\$ 1,627.89
100487	2		\$ 22,963.48	\$ 1,627.89
100488	2		\$ 22,963.48	\$ 1,627.89
100489	2		\$ 22,963.48	\$ 1,627.89
100490	2		\$ 22,963.48	\$ 1,627.89
100491	2		\$ 22,963.48	\$ 1,627.89
100492	2		\$ 22,963.48	\$ 1,627.89
100493	2		\$ 22,963.48	\$ 1,627.89
100494	2		\$ 22,963.48	\$ 1,627.89
100507	2		\$ 22,963.48	\$ 1,627.89
100508	2		\$ 22,963.48	\$ 1,627.89
100509	2		\$ 22,963.48	\$ 1,627.89
100510	2		\$ 22,963.48	\$ 1,627.89
100511	2		\$ 22,963.48	\$ 1,627.89
100512	2		\$ 22,963.48	\$ 1,627.89
100513	2		\$ 22,963.48	\$ 1,627.89
100514	2		\$ 22,963.48	\$ 1,627.89
100515	2		\$ 22,963.48	\$ 1,627.89
100516	2		\$ 22,963.48	\$ 1,627.89
100517	2		\$ 22,963.48	\$ 1,627.89
100518	2		\$ 22,963.48	\$ 1,627.89
100519	2		\$ 22,963.48	\$ 1,627.89
100520	2		\$ 22,963.48	\$ 1,627.89
100521	2		\$ 22,963.48	\$ 1,627.89

			Phase 2B, 2C & 3A1 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Installment Due	
			Outstanding Assessment	1/31/22 ^[b]
100522	2		\$ 22,963.48	\$ 1,627.89
100523	2		\$ 22,963.48	\$ 1,627.89
100524	2		\$ 22,963.48	\$ 1,627.89
100904	2		\$ 22,963.48	\$ 1,627.89
100905	2		\$ 22,963.48	\$ 1,627.89
100906	2		\$ 22,963.48	\$ 1,627.89
100907	2		\$ 22,963.48	\$ 1,627.89
100908	2		\$ 22,963.48	\$ 1,627.89
100909	2		\$ 22,963.48	\$ 1,627.89
100910	2		\$ 22,963.48	\$ 1,627.89
100911	2		\$ 22,963.48	\$ 1,627.89
100912	2		\$ 22,963.48	\$ 1,627.89
100913	2		\$ 22,963.48	\$ 1,627.89
100914	2		\$ 22,963.48	\$ 1,627.89
100915	2		\$ 22,963.48	\$ 1,627.89
100916	2		\$ 22,963.48	\$ 1,627.89
100917	2		\$ 22,963.48	\$ 1,627.89
100918	2		\$ 22,963.48	\$ 1,627.89
100919	2		\$ 22,963.48	\$ 1,627.89
100920	2		\$ 22,963.48	\$ 1,627.89
100921	2		\$ 22,963.48	\$ 1,627.89
100922	2		\$ 22,963.48	\$ 1,627.89
100923	2		\$ 22,963.48	\$ 1,627.89
100924	2		\$ 22,963.48	\$ 1,627.89
100925	2		\$ 22,963.48	\$ 1,627.89
100926	2		\$ 22,963.48	\$ 1,627.89
100927	2		\$ 22,963.48	\$ 1,627.89
100928	2		\$ 22,963.48	\$ 1,627.89
100929	2		\$ 22,963.48	\$ 1,627.89
100930	2		\$ 22,963.48	\$ 1,627.89
100931	2		\$ 22,963.48	\$ 1,627.89
100932	2		\$ 22,963.48	\$ 1,627.89
100933	2		\$ 22,963.48	\$ 1,627.89
100934	2		\$ 22,963.48	\$ 1,627.89
100935	2		\$ 22,963.48	\$ 1,627.89
100936	2		\$ 22,963.48	\$ 1,627.89
100937	2		\$ 22,963.48	\$ 1,627.89
100938	2		\$ 22,963.48	\$ 1,627.89
100939	2		\$ 22,963.48	\$ 1,627.89
100940	2		\$ 22,963.48	\$ 1,627.89

			Phase 2B, 2C & 3A1 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Installment Due	
			Outstanding Assessment	1/31/22 ^[b]
100941	2		\$ 22,963.48	\$ 1,627.89
100942	2		\$ 22,963.48	\$ 1,627.89
100943	2		\$ 22,963.48	\$ 1,627.89
100944	2		\$ 22,963.48	\$ 1,627.89
100945	2		\$ 22,963.48	\$ 1,627.89
100946	2		\$ 22,963.48	\$ 1,627.89
100947	2		\$ 22,963.48	\$ 1,627.89
100948	2		\$ 22,963.48	\$ 1,627.89
100949	2		\$ 22,963.48	\$ 1,627.89
100950	2		\$ 22,963.48	\$ 1,627.89
100951	2		\$ 22,963.48	\$ 1,627.89
100952	2		\$ 22,963.48	\$ 1,627.89
100953	2		\$ 22,963.48	\$ 1,627.89
100954	2		\$ 22,963.48	\$ 1,627.89
100955	2		\$ 22,963.48	\$ 1,627.89
100956	2		\$ 22,963.48	\$ 1,627.89
100957	2		\$ 22,963.48	\$ 1,627.89
100958	2		\$ 22,963.48	\$ 1,627.89
100959	2		\$ 22,963.48	\$ 1,627.89
100960	2		\$ 22,963.48	\$ 1,627.89
100961	2		\$ 22,963.48	\$ 1,627.89
100962	2		\$ 22,963.48	\$ 1,627.89
100963	2		\$ 22,963.48	\$ 1,627.89
100964	2		\$ 22,963.48	\$ 1,627.89
100965	2		\$ 22,963.48	\$ 1,627.89
100966	2		\$ 22,963.48	\$ 1,627.89
100967	2		\$ 22,963.48	\$ 1,627.89
100968	2		\$ 22,963.48	\$ 1,627.89
100969	2		\$ 22,963.48	\$ 1,627.89
100970	2		\$ 22,963.48	\$ 1,627.89
100971	2		\$ 22,963.48	\$ 1,627.89
100972	2		\$ 22,963.48	\$ 1,627.89
100973	2		\$ 22,963.48	\$ 1,627.89
100974	2		\$ 22,963.48	\$ 1,627.89
100975	2		\$ 22,963.48	\$ 1,627.89
100976	2		\$ 22,963.48	\$ 1,627.89
100977	2		\$ 22,963.48	\$ 1,627.89
100978	2		\$ 22,963.48	\$ 1,627.89
100979	2		\$ 22,963.48	\$ 1,627.89
100980	2		\$ 22,963.48	\$ 1,627.89

			Phase 2B, 2C & 3A1 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Installment Due	
			Outstanding Assessment	1/31/22 ^[b]
100981	2		\$ 22,963.48	\$ 1,627.89
100982	Non-Benefited Property		\$ -	\$ -
100983	Non-Benefited Property		\$ -	\$ -
100984	Non-Benefited Property		\$ -	\$ -
100985	Non-Benefited Property		\$ -	\$ -
100986	Non-Benefited Property		\$ -	\$ -
100987	Non-Benefited Property		\$ -	\$ -
100988	Non-Benefited Property		\$ -	\$ -
100989	Non-Benefited Property		\$ -	\$ -
100990	Non-Benefited Property		\$ -	\$ -
100991	Non-Benefited Property		\$ -	\$ -
100992	Non-Benefited Property		\$ -	\$ -
101220	1		\$ 24,729.90	\$ 1,753.11
101221	1		\$ 24,729.90	\$ 1,753.11
101222	1		\$ 24,729.90	\$ 1,753.11
101223	1		\$ 24,729.90	\$ 1,753.11
101224	1		\$ 24,729.90	\$ 1,753.11
101225	1		\$ 24,729.90	\$ 1,753.11
101226	1		\$ 24,729.90	\$ 1,753.11
101227	1		\$ 24,729.90	\$ 1,753.11
101228	1		\$ 24,729.90	\$ 1,753.11
101229	1		\$ 24,729.90	\$ 1,753.11
101230	1		\$ 24,729.90	\$ 1,753.11
101231	1		\$ 24,729.90	\$ 1,753.11
101232	1		\$ 24,729.90	\$ 1,753.11
101233	1		\$ 24,729.90	\$ 1,753.11
101234	1		\$ 24,729.90	\$ 1,753.11
101235	1		\$ 24,729.90	\$ 1,753.11
101236	1		\$ 24,729.90	\$ 1,753.11
101237	1		\$ 24,729.90	\$ 1,753.11
101238	1		\$ 24,729.90	\$ 1,753.11
101239	1		\$ 24,729.90	\$ 1,753.11
101240	1		\$ 24,729.90	\$ 1,753.11
101241	1		\$ 24,729.90	\$ 1,753.11
101242	1		\$ 24,729.90	\$ 1,753.11
101243	1		\$ 24,729.90	\$ 1,753.11
101244	1		\$ 24,729.90	\$ 1,753.11
101245	1		\$ 24,729.90	\$ 1,753.11
101246	1		\$ 24,729.90	\$ 1,753.11
101247	1		\$ 24,729.90	\$ 1,753.11

			Phase 2B, 2C & 3A1 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Installment Due	
			Outstanding Assessment	1/31/22 ^[b]
101248	1		\$ 24,729.90	\$ 1,753.11
101249	1		\$ 24,729.90	\$ 1,753.11
101250	1		\$ 24,729.90	\$ 1,753.11
101251	1		\$ 24,729.90	\$ 1,753.11
101252	1		\$ 24,729.90	\$ 1,753.11
101253	1		\$ 24,729.90	\$ 1,753.11
101254	1		\$ 24,729.90	\$ 1,753.11
101255	1		\$ 24,729.90	\$ 1,753.11
101256	1		\$ 24,729.90	\$ 1,753.11
101257	1		\$ 24,729.90	\$ 1,753.11
101258	1		\$ 24,729.90	\$ 1,753.11
101259	1		\$ 24,729.90	\$ 1,753.11
101260	1		\$ 24,729.90	\$ 1,753.11
101261	1		\$ 24,729.90	\$ 1,753.11
101262	1		\$ 24,729.90	\$ 1,753.11
101263	1		\$ 24,729.90	\$ 1,753.11
101264	1		\$ 24,729.90	\$ 1,753.11
101265	1		\$ 24,729.90	\$ 1,753.11
101266	1		\$ 24,729.90	\$ 1,753.11
101267	1		\$ 24,729.90	\$ 1,753.11
101268	1		\$ 24,729.90	\$ 1,753.11
101269	1		\$ 24,729.90	\$ 1,753.11
101270	1		\$ 24,729.90	\$ 1,753.11
101271	1		\$ 24,729.90	\$ 1,753.11
101272	1		\$ 24,729.90	\$ 1,753.11
101273	1		\$ 24,729.90	\$ 1,753.11
101274	1		\$ 24,729.90	\$ 1,753.11
101275	1		\$ 24,729.90	\$ 1,753.11
101276	1		\$ 24,729.90	\$ 1,753.11
101277	1		\$ 24,729.90	\$ 1,753.11
101278	1		\$ 24,729.90	\$ 1,753.11
101279	1		\$ 24,729.90	\$ 1,753.11
101280	1		\$ 24,729.90	\$ 1,753.11
101281	1		\$ 24,729.90	\$ 1,753.11
101282	1		\$ 24,729.90	\$ 1,753.11
101283	1		\$ 24,729.90	\$ 1,753.11
101284	1		\$ 24,729.90	\$ 1,753.11
101285	1		\$ 24,729.90	\$ 1,753.11
101286	1		\$ 24,729.90	\$ 1,753.11
101287	1		\$ 24,729.90	\$ 1,753.11

			Phase 2B, 2C & 3A1 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Installment Due	
			Outstanding Assessment	1/31/22 ^[b]
101288	1		\$ 24,729.90	\$ 1,753.11
101289	Non-Benefited Property		\$ -	\$ -
101290	Non-Benefited Property		\$ -	\$ -
101291	1		\$ 24,729.90	\$ 1,753.11
101292	1		\$ 24,729.90	\$ 1,753.11
101293	1		\$ 24,729.90	\$ 1,753.11
101294	1		\$ 24,729.90	\$ 1,753.11
101295	1		\$ 24,729.90	\$ 1,753.11
101296	1		\$ 24,729.90	\$ 1,753.11
101297	1		\$ 24,729.90	\$ 1,753.11
101298	1		\$ 24,729.90	\$ 1,753.11
101299	1		\$ 24,729.90	\$ 1,753.11
101300	1		\$ 24,729.90	\$ 1,753.11
101301	1		\$ 24,729.90	\$ 1,753.11
101302	1		\$ 24,729.90	\$ 1,753.11
101303	1		\$ 24,729.90	\$ 1,753.11
101304	1		\$ 24,729.90	\$ 1,753.11
101305	1		\$ 24,729.90	\$ 1,753.11
101306	1		\$ 24,729.90	\$ 1,753.11
101307	1		\$ 24,729.90	\$ 1,753.11
101308	1		\$ 24,729.90	\$ 1,753.11
101309	1		\$ 24,729.90	\$ 1,753.11
101310	1		\$ 24,729.90	\$ 1,753.11
101311	1		\$ 24,729.90	\$ 1,753.11
101312	1		\$ 24,729.90	\$ 1,753.11
101313	1		\$ 24,729.90	\$ 1,753.11
101314	1		\$ 24,729.90	\$ 1,753.11
101315	1		\$ 24,729.90	\$ 1,753.11
101316	1		\$ 24,729.90	\$ 1,753.11
105771	2		\$ 22,963.48	\$ 1,627.89
105772	2		\$ 22,963.48	\$ 1,627.89
105773	2		\$ 22,963.48	\$ 1,627.89
105774	2		\$ 22,963.48	\$ 1,627.89
105775	2		\$ 22,963.48	\$ 1,627.89
105776	2		\$ 22,963.48	\$ 1,627.89
105777	2		\$ 22,963.48	\$ 1,627.89
105778	2		\$ 22,963.48	\$ 1,627.89
105779	2		\$ 22,963.48	\$ 1,627.89
105780	2		\$ 22,963.48	\$ 1,627.89
105781	2		\$ 22,963.48	\$ 1,627.89

			Phase 2B, 2C & 3A1 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Installment Due	
			Outstanding Assessment	1/31/22 ^[b]
105782	2		\$ 22,963.48	\$ 1,627.89
105783	2		\$ 22,963.48	\$ 1,627.89
105784	2		\$ 22,963.48	\$ 1,627.89
105785	2		\$ 22,963.48	\$ 1,627.89
105786	2		\$ 22,963.48	\$ 1,627.89
105787	2		\$ 22,963.48	\$ 1,627.89
105788	2		\$ 22,963.48	\$ 1,627.89
105789	2		\$ 22,963.48	\$ 1,627.89
105790	2		\$ 22,963.48	\$ 1,627.89
105791	2		\$ 22,963.48	\$ 1,627.89
105792	2		\$ 22,963.48	\$ 1,627.89
105793	2		\$ 22,963.48	\$ 1,627.89
105794	2		\$ 22,963.48	\$ 1,627.89
105795	2		\$ 22,963.48	\$ 1,627.89
105796	2		\$ 22,963.48	\$ 1,627.89
105797	2		\$ 22,963.48	\$ 1,627.89
105798	2		\$ 22,963.48	\$ 1,627.89
105799	2		\$ 22,963.48	\$ 1,627.89
105800	2		\$ 22,963.48	\$ 1,627.89
105801	2		\$ 22,963.48	\$ 1,627.89
105802	2		\$ 22,963.48	\$ 1,627.89
105803	2		\$ 22,963.48	\$ 1,627.89
105804	2		\$ 22,963.48	\$ 1,627.89
105805	2		\$ 22,963.48	\$ 1,627.89
105806	2		\$ 22,963.48	\$ 1,627.89
105807	2		\$ 22,963.48	\$ 1,627.89
105808	2		\$ 22,963.48	\$ 1,627.89
105809	2		\$ 22,963.48	\$ 1,627.89
105810	2		\$ 22,963.48	\$ 1,627.89
105811	2		\$ 22,963.48	\$ 1,627.89
105812	2		\$ 22,963.48	\$ 1,627.89
105813	2		\$ 22,963.48	\$ 1,627.89
105814	2		\$ 22,963.48	\$ 1,627.89
105815	2		\$ 22,963.48	\$ 1,627.89
105816	2		\$ 22,963.48	\$ 1,627.89
105817	2		\$ 22,963.48	\$ 1,627.89
105818	2		\$ 22,963.48	\$ 1,627.89
105819	2		\$ 22,963.48	\$ 1,627.89
105820	Non-Benefited Property		\$ -	\$ -
105821	2		\$ 22,963.48	\$ 1,627.89

			Phase 2B, 2C & 3A1 Assessment Roll ^[a]	
Property ID	Lot Type	Notes	Installment Due	
			Outstanding Assessment	1/31/22 ^[b]
105822	2		\$ 22,963.48	\$ 1,627.89
105823	2		\$ 22,963.48	\$ 1,627.89
105824	2		\$ 22,963.48	\$ 1,627.89
105825	2		\$ 22,963.48	\$ 1,627.89
105826	2		\$ 22,963.48	\$ 1,627.89
105827	2		\$ 22,963.48	\$ 1,627.89
105828	2		\$ 22,963.48	\$ 1,627.89
105829	2		\$ 22,963.48	\$ 1,627.89
105830	2		\$ 22,963.48	\$ 1,627.89
105831	2		\$ 22,963.48	\$ 1,627.89
105832	2		\$ 22,963.48	\$ 1,627.89
105833	2		\$ 22,963.48	\$ 1,627.89
105834	2		\$ 22,963.48	\$ 1,627.89
105835	2		\$ 22,963.48	\$ 1,627.89
105836	2		\$ 22,963.48	\$ 1,627.89
105837	2		\$ 22,963.48	\$ 1,627.89
105838	2		\$ 22,963.48	\$ 1,627.89
105839	2		\$ 22,963.48	\$ 1,627.89
105840	2		\$ 22,963.48	\$ 1,627.89
105841	2		\$ 22,963.48	\$ 1,627.89
105842	2		\$ 22,963.48	\$ 1,627.89
105843	2		\$ 22,963.48	\$ 1,627.89
105844	2		\$ 22,963.48	\$ 1,627.89
105845	2		\$ 22,963.48	\$ 1,627.89
105846	2		\$ 22,963.48	\$ 1,627.89
105847	2		\$ 22,963.48	\$ 1,627.89
105848	2		\$ 22,963.48	\$ 1,627.89
105849	2		\$ 22,963.48	\$ 1,627.89
105850	2		\$ 22,963.48	\$ 1,627.89
105851	2		\$ 22,963.48	\$ 1,627.89
105852	2		\$ 22,963.48	\$ 1,627.89
105853	Non-Benefited Property		\$ -	\$ -
105854	Non-Benefited Property		\$ -	\$ -
105855	Non-Benefited Property		\$ -	\$ -
105856	Non-Benefited Property		\$ -	\$ -
Phase 2B, 2C & 3A1 Total			\$ 6,964,999.98	\$ 493,751.34

Notes:

[a] Totals may not match the outstanding Assessment or Annual Installment due to rounding.

[b] The Annual Installment covers the period August 15, 2021 to August 14, 2022 and is due by January 31, 2022.

[c] Property ID 72206 has not had an Assessment levied, and is thereby classified as Non-Benefited Property.

EXHIBIT I-2 – PHASE 2B, 2C AND 3A1 ANNUAL INSTALLMENT

Installment Due 1/31				Administrative		Total
	Principal	Interest	Collection Costs	Costs		
2022	\$ 145,000.00	\$ 278,912.50	\$ 35,013.35	\$ 34,825.00	\$ 493,750.85	
2023	\$ 150,000.00	\$ 274,381.26	\$ 35,713.61	\$ 34,100.00	\$ 494,194.87	
2024	\$ 155,000.00	\$ 269,693.76	\$ 36,427.88	\$ 33,350.00	\$ 494,471.64	
2025	\$ 160,000.00	\$ 264,850.00	\$ 37,156.44	\$ 32,575.00	\$ 494,581.44	
2026	\$ 165,000.00	\$ 259,250.00	\$ 37,899.57	\$ 31,775.00	\$ 493,924.57	
2027	\$ 170,000.00	\$ 253,475.00	\$ 38,657.56	\$ 30,950.00	\$ 493,082.56	
2028	\$ 175,000.00	\$ 247,525.00	\$ 39,430.71	\$ 30,100.00	\$ 492,055.71	
2029	\$ 180,000.00	\$ 241,400.00	\$ 40,219.33	\$ 29,225.00	\$ 490,844.33	
2030	\$ 190,000.00	\$ 235,100.00	\$ 41,023.71	\$ 28,325.00	\$ 494,448.71	
2031	\$ 195,000.00	\$ 227,500.00	\$ 41,844.19	\$ 27,375.00	\$ 491,719.19	
2032	\$ 205,000.00	\$ 219,700.00	\$ 42,681.07	\$ 26,400.00	\$ 493,781.07	
2033	\$ 210,000.00	\$ 211,500.00	\$ 43,534.69	\$ 25,375.00	\$ 490,409.69	
2034	\$ 220,000.00	\$ 203,100.00	\$ 44,405.39	\$ 24,325.00	\$ 491,830.39	
2035	\$ 230,000.00	\$ 194,300.00	\$ 45,293.50	\$ 23,225.00	\$ 492,818.50	
2036	\$ 240,000.00	\$ 185,100.00	\$ 46,199.37	\$ 22,075.00	\$ 493,374.37	
2037	\$ 250,000.00	\$ 175,500.00	\$ 47,123.35	\$ 20,875.00	\$ 493,498.35	
2038	\$ 255,000.00	\$ 165,500.00	\$ 48,065.82	\$ 19,625.00	\$ 488,190.82	
2039	\$ 270,000.00	\$ 155,300.00	\$ 49,027.14	\$ 18,350.00	\$ 492,677.14	
2040	\$ 280,000.00	\$ 144,500.00	\$ 50,007.68	\$ 17,000.00	\$ 491,507.68	
2041	\$ 290,000.00	\$ 132,600.00	\$ 51,007.83	\$ 15,600.00	\$ 489,207.83	
2042	\$ 305,000.00	\$ 120,275.00	\$ 52,027.99	\$ 14,150.00	\$ 491,452.99	
2043	\$ 315,000.00	\$ 107,312.50	\$ 53,068.55	\$ 12,625.00	\$ 488,006.05	
2044	\$ 330,000.00	\$ 93,925.00	\$ 54,129.92	\$ 11,050.00	\$ 489,104.92	
2045	\$ 345,000.00	\$ 79,900.00	\$ 55,212.52	\$ 9,400.00	\$ 489,512.52	
2046	\$ 360,000.00	\$ 65,237.50	\$ 56,316.77	\$ 7,675.00	\$ 489,229.27	
2047	\$ 375,000.00	\$ 49,937.50	\$ 57,443.10	\$ 5,875.00	\$ 488,255.60	
2048	\$ 390,000.00	\$ 34,000.00	\$ 58,591.97	\$ 4,000.00	\$ 486,591.97	
2049	\$ 410,000.00	\$ 17,425.00	\$ 59,763.81	\$ 2,050.00	\$ 489,238.81	
Total	\$ 6,965,000.00	\$ 4,907,200.02	\$ 1,297,286.83	\$ 592,275.00	\$ 13,761,761.85	

Notes:

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

EXHIBIT J-1 – PHASE 2A AND 3A2 ASSESSMENT ROLL

		Phase 2A and 3A2 Assessment Roll ^[a]	
Property ID	Lot Type	Outstanding Assessment	Installment Due 1/31/22 ^[b]
		72206	Phase 2A and 3A2 Initial Parcel
Phase 2A and 3A2 Total		\$ 7,700,000.00	\$ 528,500.00

Notes:

[a] Totals may not match the outstanding Assessment or Annual Installment due to rounding.

[b] For billing purposes, the Annual Installment due 1/31/22 shall be billed pro rata based on acreage. The Phase 2A and 3A2 Initial Parcel is located wholly within Property ID 72206.

EXHIBIT J-2 – PHASE 2A AND 3A2 ANNUAL INSTALLMENT

Installment Due 1/31	Principal	Interest ^[a]	Collection Costs	Total ^[b]
2022	\$ 65,000.00	\$ 423,500.00	\$ 40,000.00	\$ 528,500.00
2023	\$ 64,999.51	\$ 419,925.00	\$ 40,800.00	\$ 525,724.51
2024	\$ 68,574.49	\$ 416,350.03	\$ 41,616.00	\$ 526,540.51
2025	\$ 72,346.08	\$ 412,578.43	\$ 42,448.32	\$ 527,372.83
2026	\$ 76,325.12	\$ 408,599.40	\$ 43,297.29	\$ 528,221.80
2027	\$ 154,785.82	\$ 330,138.69	\$ 44,163.23	\$ 529,087.75
2028	\$ 161,735.71	\$ 323,188.81	\$ 45,046.50	\$ 529,971.01
2029	\$ 168,997.64	\$ 315,926.87	\$ 45,947.43	\$ 530,871.94
2030	\$ 176,585.63	\$ 308,338.88	\$ 46,866.38	\$ 531,790.89
2031	\$ 184,514.33	\$ 300,410.18	\$ 47,803.70	\$ 532,728.22
2032	\$ 192,799.02	\$ 292,125.49	\$ 48,759.78	\$ 533,684.29
2033	\$ 201,455.70	\$ 283,468.82	\$ 49,734.97	\$ 534,659.49
2034	\$ 210,501.06	\$ 274,423.45	\$ 50,729.67	\$ 535,654.18
2035	\$ 219,952.56	\$ 264,971.96	\$ 51,744.27	\$ 536,668.78
2036	\$ 229,828.43	\$ 255,096.09	\$ 52,779.15	\$ 537,703.66
2037	\$ 240,147.72	\$ 244,776.79	\$ 53,834.73	\$ 538,759.25
2038	\$ 250,930.35	\$ 233,994.16	\$ 54,911.43	\$ 539,835.94
2039	\$ 262,197.13	\$ 222,727.39	\$ 56,009.66	\$ 540,934.17
2040	\$ 273,969.78	\$ 210,954.73	\$ 57,129.85	\$ 542,054.36
2041	\$ 286,271.02	\$ 198,653.49	\$ 58,272.45	\$ 543,196.96
2042	\$ 299,124.59	\$ 185,799.92	\$ 59,437.90	\$ 544,362.41
2043	\$ 312,555.28	\$ 172,369.23	\$ 60,626.65	\$ 545,551.17
2044	\$ 326,589.02	\$ 158,335.50	\$ 61,839.19	\$ 546,763.70
2045	\$ 341,252.86	\$ 143,671.65	\$ 63,075.97	\$ 548,000.48
2046	\$ 356,575.12	\$ 128,349.40	\$ 64,337.49	\$ 549,262.00
2047	\$ 372,585.34	\$ 112,339.17	\$ 65,624.24	\$ 550,548.75
2048	\$ 389,314.42	\$ 95,610.09	\$ 66,936.72	\$ 551,861.24
2049	\$ 406,794.64	\$ 78,129.87	\$ 68,275.46	\$ 553,199.97
2050	\$ 425,059.72	\$ 59,864.79	\$ 69,640.97	\$ 554,565.48
2051	\$ 444,144.90	\$ 40,779.61	\$ 71,033.79	\$ 555,958.30
2052	\$ 464,087.01	\$ 20,837.51	\$ 72,454.46	\$ 557,378.98
Total	\$ 7,700,000.00	\$ 7,336,235.40	\$ 1,695,177.63	\$ 16,731,413.03

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

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

EXHIBIT K – NOTICE OF ASSESSMENT TERMINATION



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

[Date]
Rockwall County Clerk's Office
Honorable [County Clerk Name]
Rockwall County Courts Building
1111 E Yellowjacket Lane, Suite 100
Rockwall, TX 75087

Re: City of Fate Lien Release Documents for Filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Fate is requesting to be filed in your office. Lien release for [insert legal description] created by Document/Instrument No. [Plat]. Please forward copies of the filed documents below:

City of Fate
Attn: [City Secretary]
1900 CD Boren Pkwy
Fate, TX 75087

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

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
1900 CD Boren Pkwy
Fate, TX 75087

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF ROCKWALL §

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

RECITALS

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

WHEREAS, on November 6, 2006, the City Council for the City, approved Resolution No. R-226, creating the Williamsburg Public Improvement District No. 1; and

WHEREAS, the Williamsburg Public Improvement District No. 1 consists of approximately 436.963 contiguous acres within the corporate limits of the City; and

[**WHEREAS**, on or about December 19, 2011, the City Council approved Ordinance No. O-1205, (the "Phase 1A Assessment Ordinance") approving a service and assessment plan and assessment roll for Phase 1A within the Williamsburg Public Improvement District No. 1; and

OR

WHEREAS, on or about April 17, 2014, the City Council approved Ordinance No. O-1325, (the "Phase 1B Assessment Ordinance") approving a service and assessment plan and assessment roll for Phase 1B within the Williamsburg Public Improvement District No. 1; and

OR

WHEREAS, on or about January 22, 2018, the City Council approved Ordinance No. O-2018-043, (the "Phase 1B2-1B3 Assessment Ordinance") approving a service and assessment plan and assessment roll for Phase 1B2-1B3 within the Williamsburg Public Improvement District No. 1; and

OR

WHEREAS, on or about August 5, 2019, the City Council approved Ordinance No. O-2019-025, (the "Phase 2B, 2C, & 3A1 Assessment Ordinance") approving a service and assessment plan and assessment roll for Phase 2B, 2C, & 3A1 within the Williamsburg Public Improvement District No. 1; and]

OR

WHEREAS, on or about December 6, 2021, the City Council approved Ordinance No. O-2021-_____, (the "Phase 2A and 3A2 Assessment Ordinance") approving a service and assessment plan and assessment roll for Phase 2A and 3A2 within the Williamsburg Public Improvement District No. 1; and]

WHEREAS, on or about July 6, 2020, the City Council approved Resolution No. R-2020-045, which established the 2020 update to the service and assessment plan for the properties within the Williamsburg Public Improvement District No. 1 (the "2020 Update"), which revised the lien amounts; and

WHEREAS, the Assessment Ordinance as modified by the 2020 Update imposed a special assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Rockwall County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Rockwall County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Rockwall County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

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

CITY OF FATE, TEXAS,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on the ____ day of _____, 20__, by
[Manager Name], City Manager for the City of Fate, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT L-1 – PHASE 1A LEGAL DESCRIPTION

Metes and Bounds Description of Phase 1A Property within PID 1 Property

That tract or parcel of land situated in the D. Thedford Survey, Abstract No. 208, S.B. Crabtree Survey, Abstract No. 58 and the J.B. Merchant Survey, Abstract No. 159, City of Fate, Rockwall County, Texas, and being all of a tract of land described as Tract 1 in a Deed to MU Williamsburg, LLC. as recorded in Volume 4916, Page 243 of the Official Public Records of Rockwall County, Texas (O.P.R.R.C.T.), also being part of a tract of land described as Tract 2 in a Deed to MU Williamsburg, LLC. as recorded in Volume 4916, Page 243 of the Official Public Records of Rockwall County, Texas (O.P.R.R.C.T.); also being part of a tract of land described in a Deed to Fate I-30, L.P. as recorded in Volume 3589, Page 21 Official Public Records of Rockwall County, Texas (O.P.R.R.C.T.), also being part of a tract of land described in a Deed to Fate I-30, L.P. as recorded in Volume 3625, Page 40 Official Public Records of Rockwall County, Texas (O.P.R.R.C.T.), also being part of a tract of land described in a Deed to Fate I-30, L.P. as recorded in Volume 3625, Page 47 Official Public Records of Rockwall County, Texas (O.P.R.R.C.T.), also being part of that tract of land described in a Deeds to MU Williamsburg, LLC. as recorded in Volume 4916, Page 253 Official Public Records of Rockwall County, Texas (O.P.R.R.C.T.), and also being part of that tract of land described in a Deed to Fate I-30 Commercial, L.P. as recorded in Volume 3665, Page 138 Official Public Records of Rockwall County, Texas (O.P.R.R.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "USA INC." set (hereinafter called 1/2" iron rod set) for the Northeast corner of said MU Williamsburg, L.P., Tract 2 as recorded in Volume 4916, Page 243, said point also being in the West line of F.M. Highway No. 551 (80' right-of-way);

THENCE South 00 degrees 03 seconds 04 minutes West along the West line of said highway, for a distance of 212.79 feet to a 1/2" iron rod set for corner;

THENCE South 00 degrees 12 seconds 04 minutes West along the West line of said highway, for a distance of 474.01 feet to a 1/2" iron rod set for corner;

THENCE North 89 degrees 02 minutes 39 seconds West for a distance of 61.87 feet to a 1/2" iron rod set for corner;

THENCE North 00 degrees 57 minutes 21 seconds East for a distance of 60.00 feet to a 1/2" iron rod set for corner;

THENCE North 89 degrees 02 minutes 39 seconds West for a distance of 643.81 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northwesterly direction, along said curve to the right having a central angle of 17 degrees 32 minutes 41 seconds, a radius of 1000.00 feet, a chord bearing of North 80 degrees 16 minutes 19 seconds West, a chord distance of 305.02 feet and an arc length of 306.21 feet to a 1/2" iron rod set for corner;

THENCE North 71 degrees 29 minutes 58 seconds West for a distance of 462.87 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Northwesterly direction, along said curve to the left having a central angle of 17 degrees 58 minutes 22 seconds, a radius of 1000.00 feet, a chord bearing of North 80 degrees 29 minutes 09 seconds West, a chord distance of 312.40 feet and an arc length of 313.68 feet to a 1/2" iron rod set for corner;

THENCE North 89 degrees 28 minutes 20 seconds West for a distance of 712.66 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Westerly direction, along said curve to the left having a central angle of 06 degrees 31 minutes 48 seconds, a radius of 2000.00 feet, a chord bearing of South 87 degrees 15 minutes 45 seconds West, a chord distance of 227.82 feet and an arc length of 227.94 feet to a 1/2" iron rod set for corner;

THENCE South 83 degrees 59 minutes 51 seconds West for a distance of 399.35 feet to a 1/2" iron rod set for corner;

THENCE North 06 degrees 00 minutes 09 seconds West for a distance of 53.16 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction, along said curve to the right having a central angle of 34 degrees 46 minutes 09 seconds, a radius of 500.00 feet, a chord bearing of North 11 degrees 22 minutes 56 seconds East, a chord distance of 298.78 feet and an arc length of 303.42 feet to a 1/2" iron rod set for corner;

THENCE North 28 degrees 46 minutes 00 seconds East for a distance of 384.19 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction, along said curve to the left having a central angle of 27 degrees 06 minutes 10 seconds, a radius of 600.00 feet, a chord bearing of North 15 degrees 12 minutes 56 seconds East, a chord distance of 281.18 feet and an arc length of 283.82 feet to a 1/2" iron rod set for corner;

THENCE North 01 degrees 39 minutes 51 seconds East for a distance of 163.25 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction, along said curve to the right having a central angle of 24 degrees 02 minutes 20 seconds, a radius of 1020.00 feet, a chord bearing of North 13 degrees 42 minutes 04 seconds East, a chord distance of 434.82 feet and an arc length of 427.95 feet to a 1/2" iron rod set for corner;

THENCE North 64 degrees 16 minutes 46 seconds West for a distance of 60.00 feet to a 1/2" iron rod set for the beginning of a non-tangent curve to the right;

THENCE in a Northeasterly direction, along said non-tangent curve to the right having a central angle of 31 degrees 46 minutes 16 seconds, a radius of 1080.00 feet, a chord bearing of North 41 degrees 36 minutes 22 seconds East, a chord distance of 591.23 feet and an arc length of 598.87 feet to a 1/2" iron rod set for corner;

THENCE North 57 degrees 29 minutes 30 seconds East for a distance of 213.64 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in Northeasterly direction, along said curve to the left having a central angle of 16 degrees 13 minutes 31 seconds, a radius of 940.00 feet, a chord bearing of North 49 degrees 22 minutes 45 seconds East, a chord distance of 265.31 feet and an arc length of 266.20 feet to a 1/2" iron rod set for corner;

THENCE North 51 degrees 10 minutes 48 seconds West for a distance of 188.20 feet to a 1/2" iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northwesterly direction, along said curve to the right having a central angle of 21 degrees 09 minutes 41 second, a radius of 3560.00 feet, a chord bearing of North 40 degrees 35 minutes 57 seconds West, a chord distance of 1307.37 feet and an arc length of 1314.83 feet to a 1/2" iron rod set for corner;

THENCE North 30 degrees 01 minutes 07 seconds West for a distance of 246.24 feet to a 1/2" iron rod set for corner in the South line of F.M. Highway No. 551;

THENCE South 89 degrees 38 minutes 16 seconds East along the South line of said highway, for a distance of 69.55 feet to a 1/2" iron rod set for corner;

THENCE South 30 degrees 01 minutes 07 seconds East for a distance of 211.07 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left having a central angle of 21 degrees 09 minutes 41 seconds, a radius of 3500.00 feet, a chord bearing of South 40 degrees 35 minutes 57 seconds East, a chord distance of 1285.34 feet and an arc length of 1292.67 feet to a 1/2" iron rod set for corner;

THENCE South 51 degrees 10 minutes 48 seconds East for a distance of 749.52 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Southeasterly direction, along said curve to the left having a central angle of 24 degrees 47 minutes 01 seconds, a radius of 1100.00 feet, a chord bearing of South 63 degrees 34 minutes 18 seconds East, a chord distance of 472.11 feet and an arc length of 475.81 feet to a 1/2" iron rod set for corner in the Westerly line of F.M. Highway No. 551, said point also being at the beginning of a non-tangent curve to the left;

THENCE in a Southeasterly direction, along the Westerly line of said highway, and along said curve to the left having a central angle of 05 degrees 06 minutes 06 seconds, a radius of 174.46 feet, a chord bearing of South 38 degrees 05 minutes 06 seconds East, a chord distance of 15.53 feet and an arc length of 15.53 feet to a 1/2" iron rod set for corner at the most Easterly corner of the above cited MU Williamsburg, L.L.C. tract recorded in Volume 4916, Page 253;

THENCE South 38 degrees 56 minutes 47 seconds West departing the Westerly line of said highway, and along the Easterly line of said MU Williamsburg, L.L.C. tract recorded in Volume 4916, Page 253, for a distance of 124.53 feet to a 1/2" iron rod found for corner;

THENCE South 00 degrees 10 minutes 13 seconds East along the Easterly line of said MU Williamsburg, L.L.C. tract, for a distance of 362.96 feet to a 1/2" iron rod found for corner at the Southeast corner of same;

THENCE North 89 degrees 19 minutes 23 seconds West along the South line of said MU Williamsburg, L.L.C. tract, for a distance of 97.55 feet to a 1/2" iron rod set for corner;

THENCE South 00 degrees 20 minutes 43 seconds West, departing the South line of said MU Williamsburg, L.L.C. tract, for a distance of 383.22 feet to a 1/2" iron rod found for corner in the North line of the above cited MU Williamsburg, L.P., Tract 1 as recorded in Volume 4916, Page 243;

THENCE South 89 degrees 23 minutes 36 seconds East along the North line of said MU Williamsburg, L.L.C. Tract 1, for a distance of 952.32 feet to a 1/2" iron rod found for corner;

THENCE South 89 degrees 54 minutes 44 seconds East along the North line of said MU Williamsburg, L.L.C. Tract 1, for a distance of 271.87 feet to a 1/2" iron rod found for corner in the West line of F.M. Highway No. 551;

THENCE South 00 degrees 03 minutes 04 seconds West along the West line of said highway, for a distance of 190.08 feet to a 1/2" iron rod set for corner at the Southeast corner of said MU Williamsburg, L.L.C. Tract 1;

THENCE North 89 degrees 28 minutes 05 seconds West along the South line of said MU Williamsburg, L.L.C. Tract 1 for a distance of 2286.17 feet to a 3/8" iron rod found for corner at the Southwest corner of same;

THENCE South 00 degrees 39 minutes 50 seconds West along the Easterly line of said MU Williamsburg, L.L.C. Tract 2 as recorded in Volume 4916, Page 243, for a distance of 304.25 feet to a 1/2" iron rod found for corner at the Northwest corner of the above cited MU Williamsburg, L.L.C. tract recorded in Volume 3879, Page 188;

THENCE South 89 degrees 27 minutes 47 seconds East along the North line of said MU Williamsburg, L.L.C. Tract 2, for a distance of 2289.43 feet to the **POINT OF BEGINNING**, and containing 92.379 acres of land.

EXHIBIT L-2 – PHASE 1B LEGAL DESCRIPTION

BEGINNING at a 1/2 inch iron rod with cap stamped "USA INC" (hereinafter called "1/2 inch iron rod set") set for the Southeast corner Williamsburg Phase 1A as recorded in Cabinet "G" Slide 215 of the Plat Records of Rockwall County, Texas and being the Northeast corner of a 30 foot Ingress and Egress Easement as recorded in Volume 543 Page 96 and Volume 1725 Page 94 of the Deed Records of Rockwall County, Texas and being on the West right of way (80 foot) of F.M. Highway No. 551.

THENCE North 89 degrees 28 minutes 16 seconds West departing the West right of way line of said F.M. Highway 551 and along the North line of said 30 foot Ingress and Egress Easement a distance of 906.29 feet to 1/2 inch iron rod set for corner, said rod being the Northwest corner of the remainder of the William Arthur Miller Tract as recorded in Volume 717, Page 324 of the Deed Records, Rockwall County, Texas.

THENCE South 00 degrees 11 minutes 08 seconds West along the West line of said William Arthur Miller Tract and the West line of Edna MacNeill tract as recorded in Volume 1342, Page 76 of the Deed Records, Rockwall County, Texas, a distance of 381.40 feet to 1/2 inch iron rod set for corner and the Southwest corner of said William Arthur Miller Tract.

THENCE South 89 degrees 27 minutes 32 seconds East departing Southwest corner of said William Arthur Miller Tract and along the South line of the Carl R. Nolen and Joni K. Nolen Tract 1 as recorded in Volume 1019 Page 44, the Leonard Ray Walker and Frances Walker tract as recorded in Volume 1725 Page 94 Deed Records, Rockwall County, Texas, the Betty Elise and Durham Larue tract as recorded in Volume 1688 Page 160 Deed Records, Rockwall County, Texas and a tract as recorded in Volume 991 Page 169 Deed Records, Rockwall County, Texas a distance of 906.18 feet to a 1/2 inch iron rod set for corner in the West right of way line of said F.M. Highway 551.

THENCE South 00 degrees 12 minutes 04 seconds West along the West right of way line of said F.M. Highway 551 a distance of 495.68 feet to a 1/2 inch iron rod set for corner.

THENCE across a remainder of a tract of land in a deed to **MU WILLIAMS BURG, LLC** as recorded in Volume 4916, Page 243 of the Official Public Records, Rockwall County, Texas, as follows:

THENCE North 89 degrees 19 minutes 02 seconds West departing the West right of way line of said F.M. Highway 551 a distance of 217.33 feet to 1/2 inch iron rod set for corner.

THENCE South 00 degrees 40 minutes 58 seconds West a distance of 13.00 feet to 1/2 inch iron rod set for corner.

THENCE North 89 degrees 19 minutes 02 seconds West a distance of 50.00 feet to 1/2 inch iron rod set for corner.

THENCE South 00 degrees 40 minutes 58 seconds West a distance of 97.00 feet to 1/2 inch iron rod set for corner.

THENCE North 89 degrees 19 minutes 02 seconds West a distance of 710.00 feet to 1/2 inch iron rod set for corner.

THENCE North 00 degrees 40 minutes 58 seconds East a distance of 125.00 feet to 1/2 inch iron rod set for corner.

THENCE North 89 degrees 19 minutes 02 seconds West a distance of 20.00 feet to 1/2 inch iron rod set for corner.

THENCE North 00 degrees 40 minutes 58 seconds East a distance of 160.00 feet to 1/2 inch iron rod set for corner.

THENCE North 89 degrees 19 minutes 02 seconds West a distance of 600.00 feet to 1/2 inch iron rod set for corner.

THENCE North 64 degrees 13 minutes 52 seconds West a distance of 35.38 feet to 1/2 inch iron rod set for corner.

THENCE North 46 degrees 12 minutes 27 seconds West a distance of 350.00 feet to 1/2 inch iron rod set for corner.

THENCE North 40 degrees 41 minutes 04 seconds West a distance of 50.23 feet to 1/2 inch iron rod set for corner.

THENCE North 46 degrees 12 minutes 27 seconds West a distance of 51.00 feet to 1/2 inch iron rod set for corner.

THENCE North 55 degrees 28 minutes 45 seconds West a distance of 42.46 feet to 1/2 inch iron rod set for corner.

THENCE North 75 degrees 11 minutes 45 seconds West a distance of 64.23 feet to 1/2 inch iron rod set for corner.

THENCE South 88 degrees 37 minutes 46 seconds West a distance of 241.74 feet to 1/2 inch iron rod set for corner, said rod being on a West line of the remainder of a tract of land in a deed to **MU WILLIAMS BURG, LLC** as recorded in Volume 4916, Page 243 of the Official Public Records, Rockwall County, Texas and being on the East line of the Rockwall Independent School District Tract II, as recorded in Volume 4661, Page 249 of the Official Public Records, Rockwall County, Texas

THENCE North 00 degrees 00 minutes 34 seconds West, along a West line of said **MU WILLIAMS BURG, LLC** tract and the East line of said Rockwall Independent School District Tract II, a distance of 339.01 feet to 1/2 inch iron rod found for corner.

THENCE North 00 degrees 17 minutes 31 seconds East continuing along a West line of said **MU WILLIAMS BURG, LLC** tract and the East line of said Rockwall Independent School District Tract II, a distance of 381.04 feet to 1/2 Inch iron rod found for corner said rod being the Northeast corner of said Rockwall Independent School District Tract II and being on the South line of Williamsburg Phase 1A as recorded in Cabinet "G" Slide 215 of the Plat Records of Rockwall County, Texas.

THENCE South 89 degrees 28 minutes 20 seconds East, departing the East line of said Rockwall Independent School District Tract II and along said the South line of Williamsburg Phase 1A a distance of 537.17 feet to 1/2 inch iron rod found for corner and being the beginning of a curve to the right having a radius of 1000.00 feet a central angle of 17 degrees 58 minutes 22 seconds, a chord which bears South 80 degrees 29 minutes 09 seconds East and chord distance of 312.40 feet.

THENCE along said curve an arc distance of 313.68 feet to a 1/2 inch iron rod found for corner.

THENCE South 71 degrees 29 minutes 58 seconds East along said South line of Williamsburg Phase 1A a distance of 462.87 feet to 1/2 inch iron rod found for corner and being the beginning of a curve to the left having a radius of 1000.00 feet a central angle of 17 degrees 32 minutes 41 seconds, a chord which bears South 80 degrees 16 minutes 19 seconds East and chord distance of 305.02 feet.

THENCE along said curve an arc distance of 306.21 feet to a 1/2 inch iron rod found for corner.

THENCE South 89 degrees 02 minutes 39 seconds East along said the South line of Williamsburg Phase 1A a distance of 643.81 feet to 1/2 inch iron rod found for corner.

THENCE South 00 degrees 57 minutes 21 seconds West along an East line of said Williamsburg Phase 1A a distance of 60.00 feet to 1/2 inch iron rod found for corner.

THENCE South 89 degrees 02 minutes 39 seconds East along a South line of Williamsburg Phase 1A a distance of 61.87 feet to 1/2 inch iron rod found for corner on the West right of way (80 foot) of F.M. Highway No. 551.

THENCE South 00 degrees 12 minutes 04 seconds West along an East line of said Williamsburg Phase 1A and the West right of way (80 foot) of F.M. Highway No. 551 a distance of 75.72 feet to **THE POINT OF BEGINNING** and containing **43.747** acres or **1,905,616** square feet of land more or less.

FEET TO A 3/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 14.23 ACRE TRACT;

NORTH 01 DEGREE 03 MINUTES 58 SECONDS WEST, A DISTANCE OF 42.57 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR AN EXTERIOR ELL CORNER OF SAID 298.042 ACRE TRACT, AND THE SOUTHWEST CORNER OF LOT 1X, BLOCK L OF WILLIAMSBURG, PHASE 1B-1, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN CABINET I, SLIDE 333, PLAT RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 298.042 ACRE TRACT AND SAID WILLIAMSBURG, PHASE 1B-1, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 241.30 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR CORNER;

SOUTH 76 DEGREES 14 MINUTES 45 SECONDS EAST, A DISTANCE OF 64.23 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR CORNER;

SOUTH 56 DEGREES 31 MINUTES 44 SECONDS EAST, A DISTANCE OF 42.46 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR CORNER;

SOUTH 47 DEGREES 15 MINUTES 27 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR CORNER;

SOUTH 41 DEGREES 44 MINUTES 03 SECONDS EAST, A DISTANCE OF 50.23 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR CORNER;

SOUTH 47 DEGREES 15 MINUTES 27 SECONDS EAST, A DISTANCE OF 350.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR CORNER;

SOUTH 65 DEGREES 16 MINUTES 52 SECONDS EAST, A DISTANCE OF 35.38 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR CORNER;

NORTH 89 DEGREES 37 MINUTES 58 SECONDS EAST, A DISTANCE OF 600.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR THE NORTHWEST CORNER OF LOT 50, BLOCK L, OF SAID WILLIAMSBURG, PHASE 1B-1;

SOUTH 00 DEGREES 22 MINUTES 02 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR CORNER ON THE SOUTH RIGHT-OF-WAY LINE OF BASSETT HALL ROAD, A 50 FOOT RIGHT-OF-WAY OF SAID WILLIAMSBURG, PHASE 1B-1;

NORTH 89 DEGREES 37 MINUTES 58 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR THE NORTHWEST CORNER OF LOT 14, BLOCK P OF SAID WILLIAMSBURG, PHASE 1B-1;

SOUTH 00 DEGREES 22 MINUTES 02 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 14;

THENCE, OVER AND ACROSS SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 37 MINUTES 58 SECONDS WEST, A DISTANCE OF 620.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 00 DEGREES 22 MINUTES 02 SECONDS EAST, A DISTANCE OF 175.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 89 DEGREES 37 MINUTES 58 SECONDS WEST, A DISTANCE OF 12.55 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 00 DEGREES 22 MINUTES 02 SECONDS EAST, A DISTANCE OF 143.49 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER ON THE SOUTH LINE OF SAID 298.042 ACRE TRACT AND THE NORTH LINE OF A CALLED 15.13 ACRE TRACT OF LAND CONVEYED TO SOUTH ROCKWALL HOLDINGS, LP, AS RECORDED IN VOLUME 3656, PAGE 202, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 18 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 298.042 ACRE TRACT AND THE NORTH LINE OF SAID 15.13 ACRE TRACT, A DISTANCE OF 224.12 FEET TO A 1 INCH IRON PIPE FOUND FOR THE NORTHWEST CORNER OF SAID 15.13 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 212.25 ACRE TRACT OF LAND CONVEYED TO SOUTH ROCKWALL HOLDINGS, LP, AS RECORDED IN VOLUME 3625, PAGE 34, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID 298.042 ACRE TRACT AND THE NORTH LINE OF SAID 212.25 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 35 MINUTES 56 SECONDS WEST, A DISTANCE OF 447.95 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "RSCI RPLS 5034" FOUND FOR CORNER;

SOUTH 89 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 1328.91 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER; SOUTH 89 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 10.29 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 00 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 185.85 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 07 DEGREES 20 MINUTES 10 SECONDS EAST, A DISTANCE OF 71.96 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 13 DEGREES 35 MINUTES 00 SECONDS EAST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 20 DEGREES 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 28 DEGREES 45 MINUTES 44 SECONDS EAST, A DISTANCE OF 88.81 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 35 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 43 DEGREES 18 MINUTES 46 SECONDS EAST, A DISTANCE OF 102.98 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 52 DEGREES 02 MINUTES 01 SECOND EAST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 59 DEGREES 12 MINUTES 01 SECOND EAST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 66 DEGREES 22 MINUTES 00 SECONDS EAST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 73 DEGREES 32 MINUTES 00 SECONDS EAST, A DISTANCE OF 71.88

FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 80 DEGREES 42 MINUTES 00 SECONDS EAST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 88 DEGREES 44 MINUTES 29 SECONDS EAST, A DISTANCE OF 103.48 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 06 MINUTES 48 SECONDS, A RADIUS OF 340.00 FEET, AND A LONG CHORD THAT BEARS NORTH 32 DEGREES 25 MINUTES 15 SECONDS EAST, A DISTANCE OF 118.74 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 119.36 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 02 DEGREES 15 MINUTES 37 SECONDS WEST, A DISTANCE OF 28.29 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40 DEGREES 11 MINUTES 49 SECONDS, A RADIUS OF 540.00 FEET, AND A LONG CHORD THAT BEARS NORTH 27 DEGREES 09 MINUTES 23 SECONDS WEST, A DISTANCE OF 371.12 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 378.85 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 07 DEGREES 03 MINUTES 29 SECONDS WEST, A DISTANCE OF 250.36 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 52 DEGREES 03 MINUTES 29 SECONDS WEST, A DISTANCE OF 28.28 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 82 DEGREES 56 MINUTES 31 SECONDS WEST, A DISTANCE OF 24.96 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 07 DEGREES 03 MINUTES 29 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 82 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 38 DEGREES 48 MINUTES 12 SECONDS EAST, A DISTANCE OF 28.71

FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03 DEGREES 30 MINUTES 41 SECONDS, A RADIUS OF 560.00, AND A LONG CHORD THAT BEARS NORTH 04 DEGREES 03 MINUTES 22 SECONDS WEST, A DISTANCE OF 5.00 FEET;
ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 5.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 86 DEGREES 11 MINUTES 59 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER ON THE EAST LINE OF SAID 298.042 ACRE TRACT AND THE WEST LINE OF AFORESAID WILLIAMSBURG PARKWAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 15 MINUTES 28 SECONDS, A RADIUS OF 500.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 05 DEGREES 25 MINUTES 45 SECONDS EAST, A DISTANCE OF 28.43 FEET;

THENCE, ALONG THE EAST LINE OF SAID 298.042 ACRE TRACT AND THE WEST LINE OF SAID WILLIAMSBURG PARKWAY, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 28.43 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC" FOUND FOR CORNER;

SOUTH 07 DEGREES 03 MINUTES 29 SECONDS EAST, A DISTANCE OF 53.16 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING A CALCULATED AREA OF 42.108 ACRES OF LAND.

EXHIBIT L-4 – PHASE 2B, 2C AND 3A1 LEGAL DESCRIPTION

WHEREAS DRH LAND OPPORTUNITIES I, INC., IS THE OWNER OF A 26.875 ACRE TRACT OF LAND SITUATED IN THE S.B. CRABTREE SURVEY, ABSTRACT NO. 58 AND THE J.T. SPILLERS SURVEY, ABSTRACT NO. 205, IN THE CITY OF FATE, ROCKWALL COUNTY, TEXAS AND BEING PART OF A 298.042 ACRE TRACT OF LAND CONVEYED BY DEED TO DRH LAND OPPORTUNITIES I, INC. RECORDED IN COUNTY CLERKS FILE NO. 20160000006809, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID 26.875 ACRE TRACT, HAVING A BEARING BASIS OF GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR THE NORTHWEST CORNER OF A CALLED 14.23 ACRE TRACT OF LAND CONVEYED AS "TRACT II" TO ROCKWALL INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN VOLUME 4661, PAGE 249, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, THE SOUTHWEST CORNER OF WILLIAMSBURG PHASE 1A, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN CABINET G, SLIDE 216, PLAT RECORDS, ROCKWALL COUNTY, TEXAS, AND THE NORTHERN MOST CORNER OF WILLIAMSBURG, PHASE 1B-2, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. D2170000015995, PLAT RECORDS, ROCKWALL COUNTY, TEXAS, SAID POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF WILLIAMSBURG PARKWAY (A 60' RIGHT-OF-WAY) AND THE SOUTH RIGHT-OF-WAY LINE OF GETTYSBURG BOULEVARD (A 60' RIGHT OF WAY) ACCORDING TO SAID WILLIAMSBURG, PHASE 1A AND WILLIAMSBURG, PHASE 1B-2 PLATS;

THENCE, SOUTH 37 DEGREES 56 MINUTES 31 SECONDS WEST, OVER AND ACROSS SAID WILLIAMSBURG PARKWAY, A DISTANCE OF 84.85 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET FOR THE **POINT OF BEGINNING** AT THE NORTHWEST END OF A CORNER CLIP ON THE WEST LINE OF SAID WILLIAMSBURG, PHASE 1B-2;

THENCE, ALONG THE WEST LINE OF SAID WILLIAMSBURG, PHASE 1B-2, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 52 DEGREES 03 MINUTES 29 SECONDS EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 28.28 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE SOUTHEAST CORNER OF SAID CORNER CLIP;

SOUTH 07 DEGREES 03 MINUTES 29 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF SAID WILLIAMSBURG PARKWAY, A DISTANCE OF 250.36 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40 DEGREES 11 MINUTES 49 SECONDS, A RADIUS OF 540.00 FEET AND A LONG CHORD THAT BEARS SOUTH 27 DEGREES 09 MINUTES 23 SECONDS EAST, A DISTANCE OF 371.12 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 378.85 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AT THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTHWEST RIGHT-OF-WAY LINE OF CAVALRY CROSSING, (AN 80' RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 1B-2;

SOUTH 02 DEGREES 15 MINUTES 37 SECONDS EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 28.29 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AT THE SOUTH END OF SAID CORNER CLIP, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20 DEGREES 06 MINUTES 48 SECONDS, A RADIUS OF 340.00 FEET AND A LONG CHORD THAT BEARS SOUTH 32 DEGREES 25 MINUTES 15 SECONDS WEST, A DISTANCE OF 118.74 FEET;

ALONG SAID NORTHWEST RIGHT-OF-WAY LINE AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 119.36 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHEAST CORNER OF LOT 107, BLOCK F OF SAID WILLIAMSBURG, PHASE 1B-2;

SOUTH 88 DEGREES 44 MINUTES 29 SECONDS WEST, DEPARTING SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 103.48 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 80 DEGREES 42 MINUTES 00 SECONDS WEST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 73 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 66 DEGREES 22 MINUTES 00 SECONDS WEST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 59 DEGREES 12 MINUTES 01 SECOND WEST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 52 DEGREES 02 MINUTES 01 SECOND WEST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 43 DEGREES 18 MINUTES 46 SECONDS WEST, A DISTANCE OF 102.98 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 35 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 28 DEGREES 45 MINUTES 44 SECONDS WEST, A DISTANCE OF 88.81 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 20 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 13 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 71.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 07 DEGREES 20 MINUTES 10 SECONDS WEST, A DISTANCE OF 71.96 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 00 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 185.85 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER ON THE SOUTH RIGHT-OF-WAY LINE OF DECLARATION WAY, (A 50' RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 1B-2;

NORTH 89 DEGREES 17 MINUTES 18 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.29 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHWEST CORNER OF LOT 31, BLOCK F OF SAID WILLIAMSBURG, PHASE 1B-2;

SOUTH 00 DEGREES 42 MINUTES 42 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 31, A DISTANCE OF 110.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE SOUTHWEST CORNER OF SAID LOT 31, SAME BEING THE SOUTHWEST CORNER OF SAID WILLIAMSBURG, PHASE 1B-2. SAID POINT ALSO BEING ON THE SOUTH LINE OF AFORESAID 298.042 ACRE TRACT AND THE NORTH LINE OF A CALLED 212.25 ACRE TRACT OF LAND CONVEYED TO SOUTH ROCKWALL HOLDINGS, LP, AS RECORDED IN VOLUME 3625, PAGE 34, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 17 MINUTES 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 298.042 ACRE TRACT AND THE NORTH LINE OF SAID 212.25 ACRE TRACT, A DISTANCE OF 602.38 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 640.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 27 DEGREES 15 MINUTES 01 SECOND EAST, A DISTANCE OF 999.77 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09

DEGREES 39 MINUTES 48 SECONDS, A RADIUS OF 2060.00 FEET AND A LONG CHORD THAT BEARS NORTH 87 DEGREES 46 MINUTES 24 SECONDS EAST, A DISTANCE OF 347.02 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 347.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 82 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 255.44 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 26.875 ACRES OF LAND, MORE OR LESS.

OWNER'S CERTIFICATE

STATE OF TEXAS)(
COUNTY OF ROCKWALL)(

WHEREAS DRH LAND OPPORTUNITIES I, INC., IS THE OWNER OF A 28.314 ACRE TRACT OF LAND SITUATED IN THE S.B. CRABTREE SURVEY, ABSTRACT NO. 58, IN THE CITY OF FATE, ROCKWALL COUNTY, TEXAS AND BEING PART OF A 298.042 ACRE TRACT OF LAND CONVEYED TO DRH LAND OPPORTUNITIES I, INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20160000006809, OFFICAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID 28.314 ACRE TRACT, HAVING A BEARING BASIS OF GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER ON THE NORTH LINE OF SAID 298.042 ACRE TRACT, SAID POINT BEING THE SOUTHEAST CORNER OF A 63.88 ACRE TRACT OF LAND CONVEYED AS "TRACT I" TO FATE I-30 COMMERCIAL, LP, AS RECORDED IN VOLUME 4167, PAGE 151, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, AND THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FATE I-30, LP, AS RECORDED IN VOLUME 3625, PAGE 40, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, ALONG THE NORTH LINE OF SAID 298.042 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID FATE I-30, LP TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 56 MINUTES 13 SECONDS EAST, A DISTANCE OF 26.20 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 77 DEGREES 16 MINUTES 10 SECONDS EAST, A DISTANCE OF 273.70 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 79 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 274.12 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHEAST CORNER OF SAID 298.042 ACRE TRACT, AND THE COMMON SOUTHEAST CORNER OF SAID FATE I-30, LP TRACT, SAID POINT BEING ON THE WEST LINE OF WILLIAMSBURG, PHASE 1A, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN CABINET G, SLIDE 216, PLAT RECORDS, ROCKWALL COUNTY, TEXAS AND THE WEST RIGHT-OF-WAY LINE OF WILLIAMSBURG PARKWAY (A 60 FOOT RIGHT-OF-WAY), AS RECORDED IN CABINET G, SLIDE 216, PLAT RECORDS, ROCKWALL COUNTY, TEXAS, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 16 MINUTES 02 SECONDS, A RADIUS OF 600.00 FEET AND A LONG CHORD THAT BEARS SOUTH 19 DEGREES 04 MINUTES 39 SECONDS WEST, A DISTANCE OF 180.14 FEET;

THENCE, ALONG THE EAST LINE OF SAID 298.042 ACRE TRACT, SAID WEST LINE OF WILLIAMSBURG, PHASE 1A AND SAID WEST RIGHT-OF-WAY LINE OF WILLIAMSBURG PARKWAY, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 180.82 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 27 DEGREES 42 MINUTES 39 SECONDS WEST, A DISTANCE OF 384.19 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 31 DEGREES 30 MINUTES 41 SECONDS, A RADIUS OF 500.00 FEET AND A LONG CHORD THAT BEARS SOUTH 11 DEGREES 57 MINUTES 20 SECONDS WEST, A DISTANCE OF 271.54 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 274.99 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR A NORTHEAST CORNER OF WILLIAMSBURG, PHASE 1B-2, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20170000015995, PLAT RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, SOUTH 86 DEGREES 11 MINUTES 59 SECONDS WEST, OVER AND ACROSS SAID 298.042 ACRE TRACT AND ALONG THE NORTH LINE OF SAID WILLIAMSBURG, PHASE 1B-2, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 30 MINUTES 41 SECONDS, A RADIUS OF 560.00 FEET AND A LONG CHORD THAT BEARS SOUTH 04 DEGREES 03 MINUTES 22 SECONDS EAST, A DISTANCE OF 5.00 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT AND ALONG THE WEST LINE OF SAID WILLIAMSBURG, PHASE 1B-2, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 5.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 38 DEGREES 48 MINUTES 12 SECONDS WEST, A DISTANCE OF 28.71 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 82 DEGREES 56 MINUTES 31 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 07 DEGREES 03 MINUTES 29 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 82 DEGREES 56 MINUTES 31 SECONDS WEST, A DISTANCE OF 230.48 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 31 MINUTES 38 SECONDS, A RADIUS OF 2060.00 FEET AND A LONG CHORD THAT BEARS NORTH 87 DEGREES 47 MINUTES 40 SECONDS WEST, A DISTANCE OF 663.22 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 666.12 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 78 DEGREES 31 MINUTES 51 SECONDS WEST, A DISTANCE OF 90.66 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14 DEGREES 38 MINUTES 46 SECONDS, A RADIUS OF 940.00 FEET AND A LONG CHORD THAT BEARS NORTH 85 DEGREES 51 MINUTES 14 SECONDS WEST, A DISTANCE OF 239.63 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 240.28 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 02 DEGREES 15 MINUTES 58 SECONDS WEST, A DISTANCE OF 277.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 20 DEGREES 42 MINUTES 50 SECONDS EAST, A DISTANCE OF 634.49 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER ON THE NORTH LINE OF SAID 298.042 ACRE TRACT AND THE SOUTH LINE OF AFORESAID TRACT I, FROM WHICH A 1 INCH IRON ROD FOUND BEARS SOUTH 89 DEGREES 03 MINUTES 17 SECONDS WEST, A DISTANCE OF 398.46 FEET;

THENCE, NORTH 89 DEGREES 03 MINUTES 17 SECONDS EAST, ALONG SAID NORTH LINE OF 298.042 ACRE TRACT AND SAID SOUTH LINE OF TRACT I, A DISTANCE OF 804.75 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 28.314 ACRES OF LAND, MORE OR LESS.

OWNER'S CERTIFICATE

STATE OF TEXAS)(
COUNTY OF ROCKWALL)(

WHEREAS DRH LAND OPPORTUNITIES I, INC., IS THE OWNER OF A 20.818 ACRE TRACT OF LAND SITUATED IN THE S.B. CRABTREE SURVEY, ABSTRACT NO. 58, IN THE CITY OF FATE, ROCKWALL COUNTY, TEXAS AND BEING PART OF A 298.042 ACRE TRACT OF LAND CONVEYED TO DRH LAND OPPORTUNITIES I, INC., AS RECORDED IN COUNTY CLERK’S FILE NO. 20160000006809, OFFICAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID 20.818 ACRE TRACT, HAVING A BEARING BASIS OF GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHWEST CORNER OF WILLIAMSBURG, PHASE 2C, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK’S FILE NO. _____, MAP RECORDS, ROCKWALL COUNTY, TEXAS, SAID POINT BEING ON THE NORTH LINE OF SAID 298.042 ACRE TRACT AND THE SOUTH LINE OF A 63.88 ACRE TRACT OF LAND CONVEYED AS “TRACT I” TO FATE I-30 COMMERCIAL, LP, AS RECORDED IN VOLUME 4167, PG. 151, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 298.042 ACRE TRACT AND ALONG THE WEST LINE OF SAID WILLIAMSBURG, PHASE 2C, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 42 MINUTES 50 SECONDS WEST, A DISTANCE OF 634.49 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 02 DEGREES 15 MINUTES 58 SECONDS EAST, PASSING AT A DISTANCE OF 156.99 FEET A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “JACOBS” SET FOR THE NORTHWEST CORNER OF GETTYSBURG BOULEVARD (A 120’ RIGHT-OF-WAY), CONTINUING OVER AND ACROSS SAID GETTYSBURG BOULEVARD IN ALL A TOTAL DISTANCE OF 277.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE SOUTHWEST CORNER OF SAID GETTYSBURG BOULEVARD, THE SOUTHWEST CORNER OF SAID WILLIAMSBURG, PHASE 2C AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34 DEGREES 38 MINUTES 01 SECONDS, A RADIUS OF 940.00 FEET AND A LONG CHORD THAT BEARS SOUTH 69 DEGREES 30 MINUTES 22 SECONDS WEST, A DISTANCE OF 559.59 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 568.20 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 05 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 27.52 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 41 DEGREES 28 MINUTES 07 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 48 DEGREES 31 MINUTES 53 SECONDS WEST, A DISTANCE OF 80.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 41 DEGREES 28 MINUTES 07 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 87 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 27.52 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 44 DEGREES 28 MINUTES 18 SECONDS WEST, A DISTANCE OF 13.18 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 44 DEGREES 40 MINUTES 43 SECONDS EAST, A DISTANCE OF 22.53 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 02 DEGREES 10 MINUTES 47 SECONDS EAST, A DISTANCE OF 28.94 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 41 DEGREES 28 MINUTES 07 SECONDS WEST, A DISTANCE OF 88.08 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 31 MINUTES 12 SECONDS, A RADIUS OF 260.00 FEET AND A LONG CHORD THAT BEARS NORTH 48 DEGREES 13 MINUTES 43 SECONDS WEST, A DISTANCE OF 61.21 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 61.35 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 80 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 14.58 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01

DEGREES 09 MINUTES 27 SECONDS, A RADIUS OF 495.00 FEET AND A LONG CHORD THAT BEARS SOUTH 38 DEGREES 39 MINUTES 24 SECONDS WEST, A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 50 DEGREES 45 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 19 MINUTES 16 SECONDS, A RADIUS OF 445.00 FEET AND A LONG CHORD THAT BEARS NORTH 37 DEGREES 34 MINUTES 29 SECONDS EAST, A DISTANCE OF 25.79 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 25.79 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 54 DEGREES 05 MINUTES 09 SECONDS WEST, A DISTANCE OF 110.68 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 31 DEGREES 21 MINUTES 30 SECONDS EAST, A DISTANCE OF 60.60 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 19 DEGREES 41 MINUTES 37 SECONDS EAST, A DISTANCE OF 68.08 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 08 DEGREES 21 MINUTES 16 SECONDS EAST, A DISTANCE OF 68.12 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 00 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 340.20 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 14 DEGREES 20 MINUTES 24 SECONDS WEST, A DISTANCE OF 118.41 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 89 DEGREES 26 MINUTES 12 SECONDS EAST, A DISTANCE OF 12.57 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 00 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 158.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER ON THE NORTH LINE OF SAID 298.042 ACRE TRACT AND THE SOUTH LINE OF A 16.80 ACRE TRACT OF LAND CONVEYED TO "FATE I-30 COMMERCIAL, L.P., AS RECORDED IN VOLUME 3945, PAGE 225, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 06 MINUTES 16 SECONDS EAST, ALONG SAID NORTH LINE OF 298.042 ACRE TRACT AND SAID SOUTH LINE OF 16.80 ACRE TRACT, A DISTANCE OF 66.93 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 16.80 ACRE TRACT AND THE SOUTHWEST CORNER OF AFORESAID 63.88 ACRE TRACT;

THENCE, CONTINUING ALONG SAID NORTH LINE OF 298.042 ACRE TRACT AND THE SOUTH LINE OF SAID 63.88 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 13 MINUTES 57 SECONDS EAST, A DISTANCE OF 635.30 FEET TO A 1 INCH IRON ROD FOUND FOR CORNER;

NORTH 89 DEGREES 03 MINUTES 17 SECONDS EAST, A DISTANCE OF 398.46 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 20.818 ACRES OF LAND, MORE OR LESS.

EXHIBIT L-5 – PHASE 2A AND 3A2 LEGAL DESCRIPTION

Phase 2A

WHEREAS D.R. HORTON - TEXAS, LTD., IS THE OWNER OF A 50.236 ACRE TRACT OF LAND SITUATED IN THE S.B. CRABTREE SURVEY, ABSTRACT NO. 58, THE JAMES EDISON SURVEY, ABSTRACT NO. 78, AND THE J.T. SPILLERS SURVEY, ABSTRACT NO. 205, IN THE CITY OF FATE, ROCKWALL COUNTY, TEXAS AND BEING PART OF A 298.042 ACRE TRACT OF LAND CONVEYED TO D.R. HORTON - TEXAS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20180000000437, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID 50.236 ACRE TRACT, HAVING A BEARING BASIS OF GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF LOT 40, BLOCK F OF WILLIAMSBURG, PHASE 2B, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190000011266, OFFICIAL RECORDS, ROCKWALL COUNTY, TEXAS, SAID POINT BEING THE SOUTHWEST CORNER OF SAID WILLIAMSBURG, PHASE 2B AND BEING ON THE SOUTH LINE OF SAID 298.042 ACRE TRACT AND THE COMMON NORTH LINE OF 212.25 ACRE TRACT OF LAND CONVEYED TO SOUTH ROCKWALL HOLDINGS, LP, AS RECORDED IN VOLUME 3625, PAGE 34, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 17 MINUTES 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 298.042 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 212.25 ACRE TRACT, A DISTANCE OF 1436.57 FEET TO AN AXLE FOUND FOR THE NORTHWEST CORNER OF SAID 212.25 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 85.479 ACRE TRACT OF LAND, CONVEYED AS TRACT TWO, TO ROCKWALL FUND, L.L.C., AS RECORDED IN VOLUME 1110, PAGE 190, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 58 MINUTES 48 SECONDS WEST, CONTINUING ALONG THE SOUTH LINE OF SAID 298.042 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 85.479 ACRE TRACT, A DISTANCE OF 656.60 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 06 DEGREES 06 MINUTES 18 SECONDS EAST, A DISTANCE OF 315.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 00 MINUTES 57 SECONDS EAST, A DISTANCE OF 472.36 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 52 DEGREES 26 MINUTES 20 SECONDS EAST, A DISTANCE OF 361.89 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 85 DEGREES 09 MINUTES 07 SECONDS EAST, A DISTANCE OF 336.53 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 52 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 152.51 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 06 DEGREES 42 MINUTES 55 SECONDS EAST, A DISTANCE OF 377.89 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 33 MINUTES 28 SECONDS EAST, A DISTANCE OF 160.41 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF WILLIAMSBURG, PHASE 3A-1, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20200000012076, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF GEORGE CALVERT WAY, (AN 80 FOOT RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT, AND ALONG THE SOUTH LINE OF SAID WILLIAMSBURG, PHASE 3A-1, THE FOLLOWING COURSES AND DISTANCES:

NORTH 48 DEGREES 31 MINUTES 53 SECONDS EAST, OVER AND ACROSS SAID GEORGE CALVERT WAY, A DISTANCE OF 80.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE NORTHEAST RIGHT-OF-WAY LINE OF SAID GEORGE CALVERT WAY;

NORTH 41 DEGREES 28 MINUTES 07 SECONDS WEST, ALONG SAID NORTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR FOR CORNER AT THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID NORTHEAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF GETTYSBURG BOULEVARD, (A 120 FOOT RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1;

NORTH 05 DEGREES 03 MINUTES 20 SECONDS EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 27.52 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE NORTH END OF SAID CORNER CLIP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49 DEGREES 16 MINUTES 47 SECONDS, A RADIUS OF 940.00 FEET AND A LONG CHORD THAT BEARS NORTH 76 DEGREES 49 MINUTES 45 SECONDS EAST A DISTANCE OF 783.80 FEET;

ALONG SAID SOUTH RIGHT-OF-WAY LINE OF GETTYSBURG BOULEVARD AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT, PASSING AT AN ARC DISTANCE OF 568.20 FEET A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR THE SOUTHEAST CORNER OF SAID WILLIAMSBURG, PHASE 3A-1 AND THE COMMON SOUTHWEST CORNER OF WILLIAMSBURG, PHASE 2C, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190000005246, OFFICIAL PUBLIC RECORDS, ROCKWALL

COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF GETTYSBURG BOULEVARD, (A 120 FOOT RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 2C AND ALONG THE SOUTH LINE OF SAID WILLIAMSBURG, PHASE 2C, FOR A TOTAL ARC DISTANCE OF 808.49 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR CORNER;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID WILLIAMSBURG, PHASE 2C, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 78 DEGREES 31 MINUTES 51 SECONDS EAST, A DISTANCE OF 90.66 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 51 MINUTES 50 SECONDS, A RADIUS OF 2060.00 FEET AND A LONG CHORD THAT BEARS SOUTH 82 DEGREES 57 MINUTES 47 SECONDS EAST A DISTANCE OF 318.37 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 318.69 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF LOT 53X, BLOCK F, OF AFORESAID WILLIAMSBURG, PHASE 2B. SAID POINT BEING THE NORTHWEST CORNER OF SAID WILLIAMSBURG, PHASE 2B;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT, AND ALONG THE WEST LINE OF SAID WILLIAMSBURG, PHASE 2B, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 27 DEGREES 15 MINUTES 01 SECOND WEST, A DISTANCE OF 999.77 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 640.05 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 50.236 ACRES OF LAND.

Phase 3A2

WHEREAS D.R. HORTON - TEXAS, LTD., IS THE OWNER OF A 47.066 ACRE TRACT OF LAND SITUATED IN THE S.B. CRABTREE SURVEY, ABSTRACT NO. 58 AND THE JAMES EDISON SURVEY, ABSTRACT NO. 78, IN THE CITY OF FATE, ROCKWALL COUNTY, TEXAS AND BEING PART OF A 298.042 ACRE TRACT OF LAND CONVEYED TO D.R. HORTON - TEXAS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 2018000000437, OFFICAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID 47.066 ACRE TRACT, HAVING A BEARING BASIS OF GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR AN EXTERIOR ELL CORNER OF SAID 298.042 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF A 16.80 ACRE TRACT OF LAND CONVEYED TO FATE I-30 COMMERCIAL, L.P., BY DEED RECORDED IN VOLUME 3945, PAGE 225, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 06 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID 298.042 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 16.80 ACRE TRACT, A DISTANCE OF 365.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF LOT 41, BLOCK A OF WILLIAMSBURG, PHASE 3A-1, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20200000012076, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 16.80 ACRE TRACT, BEARS NORTH 89 DEGREES 06 MINUTES 16 SECONDS EAST, A DISTANCE OF 66.93 FEET;

THENCE, OVER AND ACROSS SAID 298.042 ACRE TRACT AND ALONG THE WEST LINE OF SAID WILLIAMSBURG, PHASE 3A-1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 158.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE SOUTH RIGHT-OF-WAY LINE OF PHILADELPHIA STREET, (A 50' RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1 AND THE COMMON NORTH LINE OF LOT 21, BLOCK E OF SAID WILLIAMSBURG, PHASE 3A-1;

SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 12.57 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 20 MINUTES 24 SECONDS EAST, A DISTANCE OF 118.41 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 340.20 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 08 DEGREES 21 MINUTES 16 SECONDS WEST, A DISTANCE OF 68.12 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 19 DEGREES 41 MINUTES 37 SECONDS WEST, A DISTANCE OF 68.08 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 31 DEGREES 21 MINUTES 30 SECONDS WEST, A DISTANCE OF 60.60 FEET A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 54 DEGREES 05 MINUTES 09 SECONDS EAST, A DISTANCE OF 110.68 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE NORTHWEST RIGHT-OF-WAY LINE OF FORT LANE, (A 50' RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 19 MINUTES 16 SECONDS, A RADIUS OF 445.00 FEET AND A LONG CHORD THAT BEARS SOUTH 37 DEGREES 34 MINUTES 29 SECONDS WEST A DISTANCE OF 25.79 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT AND SAID NORTHWEST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 25.79 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 50 DEGREES 45 MINUTES 53 SECONDS EAST, OVER AND ACROSS SAID FORT LANE, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID FORT LANE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREE 09 MINUTES 27 SECONDS, A RADIUS OF 495.00 FEET AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 39 MINUTES 24 SECONDS EAST A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT AND SAID SOUTHEAST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE WEST END OF A CORNER CLIP AT THE INTERSECTION OF SAID SOUTHEAST RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF GEORGE CALVERT WAY, (AN 80' RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1;

NORTH 80 DEGREES 42 MINUTES 15 SECONDS EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 14.58 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE EAST END OF SAID CORNER CLIP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13 DEGREES 31 MINUTES 12 SECONDS, A RADIUS OF 260.00 FEET AND A LONG CHORD THAT BEARS SOUTH 48 DEGREES 13 MINUTES 43 SECONDS EAST A DISTANCE OF 61.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT AND SAID WEST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 61.35 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 41 DEGREES 28 MINUTES 07 SECONDS EAST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 88.08 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF GETTYSBURG BOULEVARD, (A 120' RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1;

SOUTH 02 DEGREES 10 MINUTES 47 SECONDS WEST, ALONG SAID CORNER CLIP, A DISTANCE OF 28.94 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE SOUTH END OF SAID CORNER CLIP;

SOUTH 44 DEGREES 40 MINUTES 43 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 22.53 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 55 MINUTES 49 SECONDS EAST, OVER AND ACROSS SAID GETTYSBURG BOULEVARD, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID WILLIAMSBURG, PHASE 3A-1 AND SAID GETTYSBURG BOULEVARD;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID WILLIAMSBURG, PHASE 3A-1, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 28 MINUTES 18 SECONDS EAST, A DISTANCE OF 13.18 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE WEST END OF A CORNER CLIP AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF AFORESAID GEORGE CALVERT WAY;

SOUTH 87 DEGREES 59 MINUTES 34 SECONDS EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 27.52 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE EAST END OF A CORNER CLIP;

SOUTH 41 DEGREES 28 MINUTES 07 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND BEING ON THE COMMON NORTH LINE OF WILLIAMSBURG, PHASE 2A, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, PLAT RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT, ALONG THE NORTH LINE OF SAID WILLIAMSBURG, PHASE 2A, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 33 MINUTES 28 SECONDS WEST, A DISTANCE OF 160.41 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 06 DEGREES 42 MINUTES 55 SECONDS WEST, A DISTANCE OF 377.89 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 52 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 152.51 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 85 DEGREES 09 MINUTES 07 SECONDS WEST, A DISTANCE OF 336.53 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 52 DEGREES 26 MINUTES 20 SECONDS WEST, A DISTANCE OF 361.89 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 00 MINUTES 57 SECONDS WEST, A DISTANCE OF 472.36 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST NORTHWEST CORNER OF SAID WILLIAMSBURG, PHASE 2A;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 07 DEGREES 36 MINUTES 57 SECONDS EAST, DEPARTING THE NORTH LINE OF SAID WILLIAMSBURG, PHASE 2A, A DISTANCE OF 409.84 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 80 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 266.15 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 09 DEGREES 01 MINUTE 18 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 80 DEGREES 58 MINUTES 42 SECONDS WEST, A DISTANCE OF 266.15 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 09 DEGREES 01 MINUTE 18 SECONDS WEST, A DISTANCE OF 167.94 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 04 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 549.36 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 08 DEGREES 57 MINUTES 53 SECONDS WEST, A DISTANCE OF 810.97 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE NORTH LINE OF SAID 298.042 ACRE TRACT, AND THE COMMON SOUTH LINE OF LOT

5, BLOCK A OF THE BROWN INDUSTRIAL PARK, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN CABINET C, PAGE 16, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, ALONG THE NORTH LINE OF SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 25 MINUTES 37 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BROWN INDUSTRIAL PARK, PASSING AT A DISTANCE OF 660.30 FEET, A 3/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID BROWN INDUSTRIAL PARK, AND CONTINUING ALONG THE SOUTH LINE OF AFORESAID 16.80 ACRE TRACT, FOR A TOTAL DISTANCE OF 770.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 298.042 ACRE TRACT, AND A COMMON EXTERIOR ELL CORNER OF SAID 16.80 ACRE TRACT;

NORTH 00 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 120.47 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA 47.066 ACRES OF LAND.

APPENDIX A – PHASE 2A AND 3A2 ENGINEER’S REPORT



5000 N. Central Expressway, Suite 600, Dallas, Texas 75206
T 972.621.0710 | www.lja.com | TBEF 1386

October 28, 2021

David Booth
DR Horton
4306 Miller Road
Rowlett, TX 75088

Re: Engineer's Report
Williamsburg Phase 2A

Dear Mr. Booth:

Williamsburg Phase 2A is a proposed single-family development including approximately 50 contiguous acres and is anticipated to include approximately 130 single-family homes located south of Gettysburg Boulevard and west of Williamsburg Parkway as depicted on Exhibit A. This Engineer's report includes the documents for the City of Fate for the formation of the PID and issuance of bonds by the City. Bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Improvements:

Public infrastructure improvements such as Paving, Sanitary Sewer, Storm and Water for Phase 2A are depicted in Exhibits A, B, C and D.

Development Costs:

An Engineer's cost summary has been prepared for all on-site infrastructure and is included as Exhibit E.

Development Schedule:

Design Stage

The Preliminary Plat and Final Plat for the entire development has been approved by the City of Fate. Design of the on-site construction plans for Phase 2A are complete and have been approved by the Fate.

Construction Stage

Phases 3A-2 and 2A of Williamsburg are currently under construction with final acceptance estimated in November 2021.

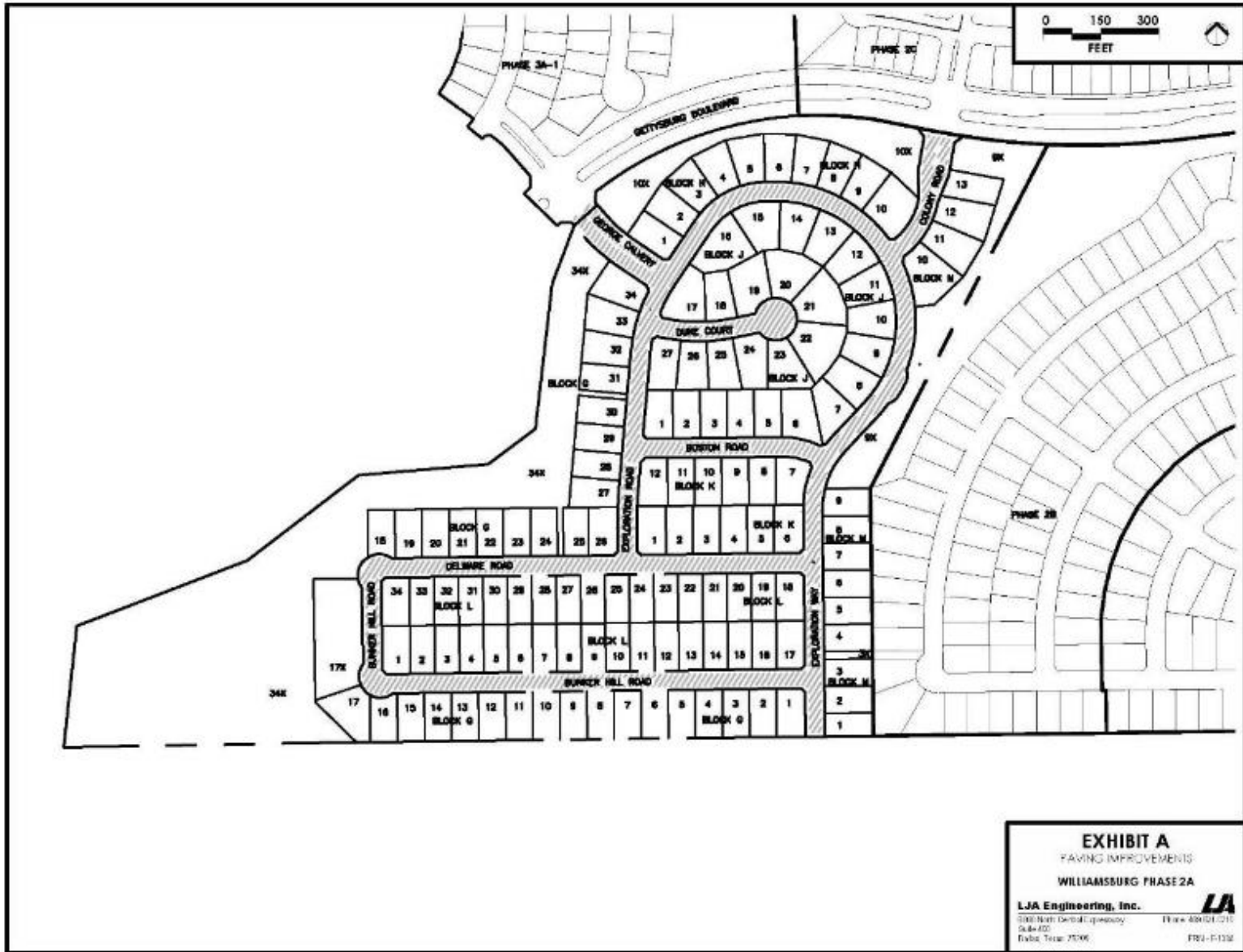
Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Kessler'.

Kevin Kessler, PE
Vice President

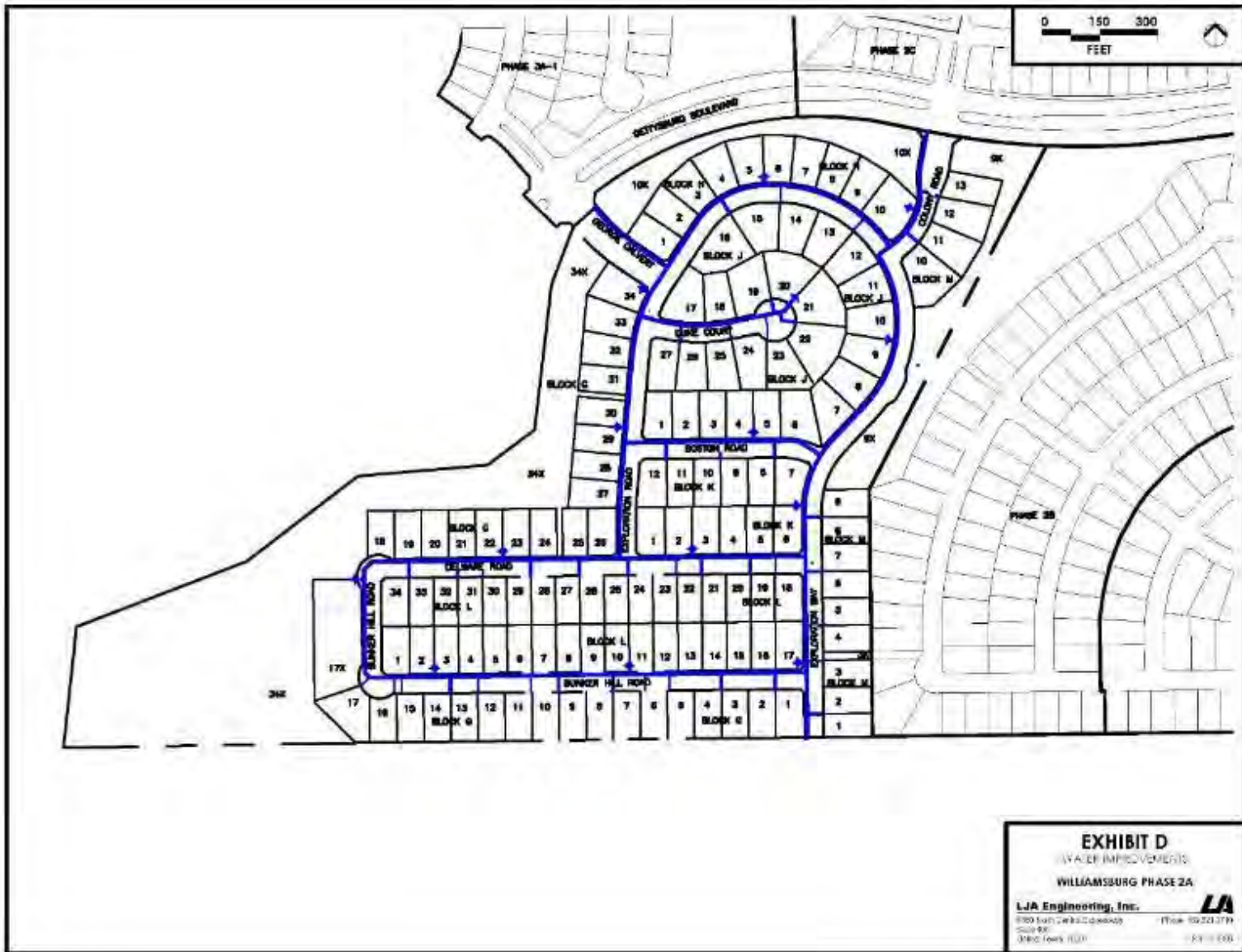


TF/tr









PROJECT NAME: WILLIAMSBURG PHASES 2A AND 3A-2
CITY: FATE
JOB NUMBER: NT200-0035

EXHIBIT E

SUMMARY	PHASE 2A	PHASE 3A-2	TOTAL (PHASE 2A & 3A-2)
SECTION A - EXCAVATION	\$ 53,471.52	\$ 26,224.56	\$ 79,696.08
SECTION B - SANITARY SEWER	\$ 196,823.00	\$ 343,584.90	\$ 540,407.90
SECTION C - STORM	\$ 881,927.10	\$ 515,347.80	\$ 1,397,274.90
SECTION D - WATER	\$ 415,913.00	\$ 494,959.95	\$ 910,872.95
SECTION E - PAVING	\$ 1,169,877.75	\$ 1,263,817.85	\$ 2,433,695.60
SECTION F - MISCELLANEOUS ITEMS	\$ 1,249,088.97	\$ 1,312,014.26	\$ 2,561,103.24
SUMMARY TOTALS	\$ 3,967,101.34	\$ 3,955,949.32	\$ 7,923,050.67

PROJECT NAME: WILLIAMSBURG PHASE 2A	PHASE 2A	
CITY: FATE	ROW ACRES	8.11
JOB NUMBER: NT200-0035	NO. OF LOTS:	130
	GROSS ACRES:	50.236

CIVIL SITE IMPROVEMENTS

SECTION A - EXCAVATION				PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	UNCLASSIFIED EXCAVATION	CY	2.13	25104	\$ 53,471.52
2	CLEARING AND GRUBBING (ROW)	AC	545.00	8.11	\$ 4,419.95
SUBTOTAL EXCAVATION					\$ 53,471.52

SECTION B - SANITARY SEWER				PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	8" P.V.C., ASTM D3034, SDR-35 Sanitary Sewer, Complete with Bedding	LF	\$ 31.00	1900	\$ 58,900.00
2	Connect to Existing 8" Sanitary Sewerline	EA	\$ 605.00	4	\$ 2,420.00
3	Connect to Existing 5" Diameter Manhole w/External Drop (Line T)	EA	\$ 1,175.00	1	\$ 1,175.00
4	4" P.V.C. Service Line	EA	\$ 585.00	52	\$ 30,420.00
5	Remove Plug & Connect to Existing 4" Service WYE with 4" PVC Service Line	EA	\$ 501.00	78	\$ 43,758.00
6	4' Diameter Manhole	EA	\$ 3,680.00	6	\$ 22,080.00
7	Adjust Existing Manhole Rim	EA	\$ 870.00	17	\$ 14,790.00
8	Standard Cleanout	EA	\$ 1,118.00	2	\$ 2,236.00
9	Trench Safety	LF	\$ 0.10	1900	\$ 190.00
10	T.V. Testing	LF	\$ 2.00	1900	\$ 3,800.00
11	Geotechnical Testing	LS	\$ 11,000.00	1	\$ 11,000.00
12	Maintenance Bond - 2 Yr, 100%	LS	\$ 6,050.00	1	\$ 6,050.00
SUBTOTAL SANITARY SEWER					\$ 196,823.00

SECTION C - STORM				PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	18" R.C.P., including wyes, bends, etc.	LF	\$ 53.00	527	\$ 27,931.00
2	21" R.C.P., including wyes, bends, etc.	LF	\$ 56.00	373	\$ 21,634.00
3	24" R.C.P., including wyes, bends, etc.	LF	\$ 66.00	20	\$ 1,320.00
4	30" R.C.P., including wyes, bends, etc.	LF	\$ 85.00	442	\$ 37,570.00
5	33" R.C.P., including wyes, bends, etc.	LF	\$ 95.00	189	\$ 18,144.00
6	36" R.C.P., including wyes, bends, etc.	LF	\$ 110.00	1470	\$ 161,700.00
7	42" R.C.P., including wyes, bends, etc.	LF	\$ 141.00	1534	\$ 216,294.00
8	48" R.C.P., including wyes, bends, etc.	LF	\$ 166.00	173	\$ 28,718.00
9	4-5' X 4' RCB	LF	\$ 971.00	103	\$ 100,013.00
10	10' Standard Curb Inlet	EA	\$ 3,854.00	19	\$ 73,226.00
11	4' X 4' Drop Inlet	EA	\$ 4,104.00	1	\$ 4,104.00
12	Inlet Protection	EA	\$ 185.00	20	\$ 3,700.00
13	4' X 4' Square Storm Sewer Manhole	EA	\$ 4,508.00	6	\$ 27,048.00
14	5' X 5' Square Storm Sewer Manhole	EA	\$ 5,745.00	6	\$ 34,470.00
15	12" Thick NCTCOG 803.3 Type A, Dry Rock Rip Rap	SY	\$ 88.00	12	\$ 1,056.00
16	18" Thick NCTCOG 803.3 Type A, Dry Rock Rip Rap	SY	\$ 89.00	248	\$ 22,072.00
17	18" Headwall with Flared Wings (TxDOT CH-FW-0)	EA	\$ 2,124.00	1	\$ 2,124.00
18	42" 4:1 Headwall with Flared Wings (TxDOT CH-FW-0)	EA	\$ 4,933.00	2	\$ 9,866.00
19	48" 4:1 Headwall with Flared Wings (TxDOT CH-FW-0)	EA	\$ 5,821.00	1	\$ 5,821.00
20	5' X 4' Wingwall with Parallel Wings for Box Culvert (TxDOT FW-1)	EA	\$ 18,219.00	2	\$ 36,438.00
21	Remove 21" Headwall & Connect to Existing	EA	\$ 985.00	1	\$ 985.00
22	Remove 38" Headwall & Connect to Existing	EA	\$ 1,020.00	1	\$ 1,020.00
23	Pedestrian Rail Type PR-1	LF	\$ 138.00	130	\$ 17,940.00
24	Grade to Drain Swale (4:1 Side Slope, 10' Wide)	LF	\$ 17.00	660	\$ 11,220.00
25	Trench Safety	LF	\$ 0.10	4831	\$ 483.10
26	Geotechnical Testing	LS	\$ 11,000.00	1	\$ 11,000.00
27	Maintenance Bond - 2 Yr, 100%	LS	\$ 6,050.00	1	\$ 6,050.00
SUBTOTAL STORM					\$ 881,827.10

PROJECT NAME: WILLIAMSBURG PHASE 2A	PHASE 2A	
CITY: FATE	ROW ACRES	8.11
JOB NUMBER: NT200-0035	NO. OF LOTS	130
	GROSS ACRES	50.236

SECTION D - WATER				PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	8" P.V.C. Watermain (includes all bends, fittings, plugs, bedding, etc.)	LF	\$ 26.00	6920	\$ 179,920.00
2	8" MJ Gate Valve & Box	EA	\$ 1,291.00	3	\$ 3,873.00
3	8" FLG Gate Valve & Box	EA	\$ 1,255.00	24	\$ 30,120.00
4	2" Blow Off Valve	EA	\$ 4,794.00	1	\$ 4,794.00
5	Connect to Existing 8" Waterline	EA	\$ 451.00	2	\$ 902.00
6	Connect to Existing 1" Waterline (Lift Station Service)	EA	\$ 451.00	1	\$ 451.00
7	Fire Hydrant Assembly (includes lead, tee, valve and box)	EA	\$ 3,948.00	14	\$ 55,272.00
8	1" Single Water Service	EA	\$ 628.00	64	\$ 40,192.00
9	1" Single Water Service in Schedule 40 PVC Conduit (Long Side)	EA	\$ 748.00	66	\$ 49,368.00
10	1.5" Irrigation Service	EA	\$ 1,315.00	2	\$ 2,630.00
11	1" Irrigation Service	EA	\$ 794.00	1	\$ 794.00
12	4" PVC Sleeve	LF	\$ 13.00	380	\$ 4,940.00
13	Haul Spoils	HR	\$ 359.90	50	\$ 17,995.00
14	Trench Safety	LF	\$ 0.10	6920	\$ 692.00
15	Pressure Testing and Chlorination	LF	\$ 1.00	6920	\$ 6,920.00
16	Geotechnical Testing	LS	\$ 11,000.00	1	\$ 11,000.00
17	Maintenance Bond - 2 Yr, 100%	LS	\$ 6,050.00	1	\$ 6,050.00
SUBTOTAL WATER					\$ 415,913.00

SECTION E - PAVING				PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	6" REINFORCED CONCRETE PAVEMENT #3 BARS ON 18" C/C, INCLUDING CURB AND GUTTER	SY	\$ 30.00	25100	\$ 754,800.00
2	6" COMPACTED LIME STABILIZED SUBGRADE	SY	\$ 3.25	26723	\$ 86,849.75
3	HYDRATED LIME (50#/SY)	TON	\$ 165.00	601	\$ 99,165.00
4	5" CONCRETE SIDEWALK (4" THICK) #3 BARS ON 24" C/C	LF	\$ 27.50	2572	\$ 70,730.00
5	8" CONCRETE SIDEWALK (4" THICK) #3 BARS ON 24" C/C	LF	\$ 44.00	1567	\$ 68,948.00
6	SINGLE DIRECTION BARRIER FREE RAMP	EA	\$ 1,850.00	16	\$ 29,600.00
7	PAVEMENT HEADER	LF	\$ 10.00	31	\$ 310.00
8	TYPE III BARRICADE	EA	\$ 975.00	1	\$ 975.00
9	REMOVE TYPE III BARRICADE AND CONNECT TO EXISTING PAVEMENT	EA	\$ 1,000.00	2	\$ 2,000.00
10	STOP SIGN	EA	\$ 1,850.00	9	\$ 14,850.00
11	STREET BLADE	EA	\$ 1,450.00	1	\$ 1,450.00
12	NO OUTLET SIGN (W14-2)	EA	\$ 250.00	1	\$ 250.00
13	YIELD TO PEDESTRIANS SIGN (R1-5)	EA	\$ 850.00	1	\$ 850.00
14	TRAFFIC CONTROL	LS	\$ 1,500.00	1	\$ 1,500.00
15	GEOTECHNICAL TESTING	LS	\$ 23,000.00	1	\$ 23,000.00
16	MAINTENANCE BOND - 2YR, 100%	LS	\$ 14,500.00	1	\$ 14,500.00
SUBTOTAL PAVING					\$ 1,168,877.75

SECTION F - MISCELLANEOUS ITEMS				PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	SURVEY, PLATTING, ENGINEERING, PERMITTING & STAKING	%	10%	\$ 2,718,012.37	\$ 271,801.24
2	RIGHT-OF-WAY LAND COST	ACRE	\$ 80,000.00	8.11	\$ 648,800.00
3	LEGAL CONSULTANT COSTS	LOT	\$ 436.05	130	\$ 56,686.50
4	CONTINGENCY	%	10%	\$ 2,718,012.37	\$ 271,801.24
SUBTOTAL MISCELLANEOUS ITEMS					\$ 1,249,088.97

SUMMARY	PHASE 2A	
SECTION A - EXCAVATION	\$	53,471.52
SECTION B - SANITARY SEWER	\$	196,823.00
SECTION C - STORM	\$	881,927.10
SECTION D - WATER	\$	415,913.00
SECTION E - PAVING	\$	1,168,877.75
SECTION F - MISCELLANEOUS ITEMS	\$	1,249,088.97
GRAND TOTALS	\$	3,967,101.34

PROJECT NAME: WILLIAMSBURG PHASE 3A-2	PHASE 3A-2	
CITY: FATE	ROW ACRES:	9
JOB NUMBER: NT200-0035	NO. OF LOTS:	145
	GROSS ACRES:	47.066

CIVIL SITE IMPROVEMENTS

SECTION A - EXCAVATION				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	UNCLASSIFIED EXCAVATION	CY	2.13	12312	\$ 26,224.56
1	CLEARING AND GRUBBING (ROW)	AC	545	9.00	\$ 4,905.00
SUBTOTAL EXCAVATION					\$ 26,224.56

SECTION B - SANITARY SEWER				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	8" P.V.C., ASTM D3034, SDR-35 Sanitary Sewer, Complete with Bedding	LF	\$ 28	3730	\$ 104,440.00
2	8" P.V.C., ASTM D2241, SDR-26 Sanitary Sewer, Complete with Bedding	LF	\$ 35	1239	\$ 43,365.00
3	Connect to Existing 8" Sanitary Sewerline	EA	\$ 591	1	\$ 591.00
4	4" P.V.C. Service Line	EA	\$ 609	145	\$ 88,305.00
5	4' Diameter Manhole	EA	\$ 2,919	19	\$ 55,461.00
6	5' Diameter Manhole	EA	\$ 5,533	2	\$ 11,066.00
7	5' Diameter Manhole w/External Drop	EA	\$ 6,645	1	\$ 6,645.00
8	Standard Cleanout	EA	\$ 949	3	\$ 2,847.00
9	Cement Stabilized Sand	LF	\$ 59	20	\$ 1,180.00
10	Trench Safety	LF	\$ 0.10	4969	\$ 496.90
11	T.V. Testing	LF	\$ 2	4969	\$ 9,938.00
12	Geotechnical Testing	LS	\$ 13,200	1	\$ 13,200.00
13	Maintenance Bond - 2 Yr, 100%	LS	\$ 6,050	1	\$ 6,050.00
SUBTOTAL SANITARY SEWER					\$ 343,584.90

SECTION C STORM				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	18" R.C.P., including wyes, bends, etc.	LF	\$ 53.00	1011	\$ 53,583.00
2	21" R.C.P., including wyes, bends, etc.	LF	\$ 58.00	643	\$ 37,294.00
3	24" R.C.P., including wyes, bends, etc.	LF	\$ 66.00	334	\$ 22,044.00
4	27" R.C.P., including wyes, bends, etc.	LF	\$ 73.00	364	\$ 26,572.00
5	30" R.C.P., including wyes, bends, etc.	LF	\$ 85.00	585	\$ 49,725.00
6	33" R.C.P., including wyes, bends, etc.	LF	\$ 97.00	402	\$ 38,994.00
7	36" R.C.P., including wyes, bends, etc.	LF	\$ 110.00	329	\$ 36,190.00
8	10' Standard Curb Inlet	EA	\$ 3,833.00	29	\$ 111,157.00
9	10' Recessed Curb Inlet	EA	\$ 4,143.00	8	\$ 33,144.00
10	4' X 4' Drop Inlet	EA	\$ 4,084.00	2	\$ 8,168.00
11	Inlet Protection	EA	\$ 185.00	39	\$ 7,215.00
12	4' X 4' Square Storm Sewer Manhole	EA	\$ 4,184.00	6	\$ 25,104.00
13	18" Thick NCTCOG 803.3 Type A, Dry Rock Rip Rap	SY	\$ 88.00	174	\$ 15,312.00
14	18" 4:1 Headwall (TxDOT CH-FW-30)	EA	\$ 2,521.00	1	\$ 2,521.00
15	21" 4:1 Headwall (TxDOT CH-FW-30)	EA	\$ 2,646.00	1	\$ 2,646.00
16	30" 4:1 Headwall (TxDOT CH-FW-30)	EA	\$ 3,774.00	1	\$ 3,774.00
17	36" 4:1 Headwall (TxDOT CH-FW-30)	EA	\$ 4,104.00	2	\$ 8,208.00
18	Pedestrian Rail Type PR-1 (At Outfall Headwalls)	LF	\$ 138.00	110	\$ 15,180.00
19	Trench Safety	LF	\$ 0.10	3668	\$ 366.80
20	Geotechnical Testing	LS	\$ 12,100.00	1	\$ 12,100.00
21	Maintenance Bond - 2 Yr, 100%	LS	\$ 6,050.00	1	\$ 6,050.00
SUBTOTAL STORM					\$ 515,347.80

PROJECT NAME: WILLIAMSBURG PHASE 3A-2	PHASE 3A-2	
CITY: FATE	ROW ACRES	9
JOB NUMBER: NT200-0035	NO. OF LOTS:	146
	GROSS ACRES:	47.066

SECTION D - WATER				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	8" P.V.C. Watermain (includes all bends, fittings, plugs, bedding, etc.)	LF	\$ 26.00	5123	\$ 133,198.00
2	16" P.V.C. Watermain (includes all bends, fittings, plugs, bedding, etc.)	LF	\$ 74.00	1068	\$ 80,512.00
3	8" FLG Gate Valve & Box	EA	\$ 1,376.00	20	\$ 27,520.00
4	16" FLG Gate Valve & Box	EA	\$ 6,951.00	4	\$ 27,804.00
5	8" MJ Gate Valve & Box	EA	\$ 1,287.00	1	\$ 1,287.00
6	16" MJ Gate Valve & Box	EA	\$ 6,682.00	1	\$ 6,682.00
7	Connect to Existing 8" Waterline	EA	\$ 614.00	2	\$ 1,228.00
8	Connect to Existing 16" Waterline	EA	\$ 1,385.00	1	\$ 1,385.00
9	Fire Hydrant Assembly (includes lead, tee, valve and box)	EA	\$ 4,126.00	13	\$ 53,768.00
10	1" Single Water Service	EA	\$ 587.00	77	\$ 45,199.00
11	1" Single Water Service in Schedule 40 PVC Conduit (Long Side)	EA	\$ 766.00	68	\$ 52,088.00
12	1.5" Irrigation Service	EA	\$ 1,315.00	3	\$ 3,945.00
13	4" PVC Sleeve	LF	\$ 13.00	380	\$ 4,940.00
14	8" Steel Encasement	LF	\$ 81.00	113	\$ 9,153.00
15	Haul Spots	HR	\$ 359.90	50	\$ 17,995.00
16	Trench Safety	LF	\$ 0.10	6211	\$ 621.10
17	Pressure Testing and Chlorination	LF	\$ 1.35	6211	\$ 8,384.65
18	Geotechnical Testing	LS	\$ 13,200.00	1	\$ 13,200.00
19	Maintenance Bond - 2 Yr. 100%	LS	\$ 6,050.00	1	\$ 6,050.00
SUBTOTAL WATER					\$ 494,859.05

SECTION E - PAVING				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	6" REINFORCED CONCRETE PAVEMENT #3 BARS ON 18" O/C, INCLUDING CURB AND GUTTER	SY	\$ 30.00	18045	\$ 541,350.00
2	8" REINFORCED CONCRETE PAVEMENT #3 BARS ON 18" O/C, INCLUDING CURB AND GUTTER	SY	\$ 38.80	7341	\$ 283,382.80
3	6" COMPACTED LIME STABILIZED SUBGRADE	SY	\$ 3.25	26971	\$ 87,655.75
4	HYDRATED LIME (50#/SY)	TON	\$ 165.00	607	\$ 100,155.00
5	5' CONCRETE SIDEWALK (4" THICK) #3 BARS ON 24" C/C	LF	\$ 27.50	1993	\$ 54,807.50
6	8' CONCRETE SIDEWALK (4" THICK) #3 BARS ON 24" C/C	LF	\$ 44.00	2326	\$ 102,344.00
7	SINGLE DIRECTION BARRIER FREE RAMP	EA	\$ 1,850.00	14	\$ 25,900.00
8	PAVEMENT HEADER	LF	\$ 10.00	62	\$ 620.00
9	TYPE III BARRICADE	EA	\$ 975.00	1	\$ 975.00
10	REMOVE TYPE III BARRICADE AND CONNECT TO EXISTING PAVEMENT	EA	\$ 1,000.00	3	\$ 3,000.00
11	STOP SIGN	EA	\$ 1,650.00	7	\$ 11,550.00
12	NO OUTLET SIGN (W14-2)	EA	\$ 250.00	1	\$ 250.00
13	YIELD TO PEDESTRIANS SIGN (R1-5)	EA	\$ 950.00	1	\$ 950.00
14	4" BROKEN WHITE LANE LINE	LF	\$ 2.50	1940	\$ 4,850.00
15	8" SOLID WHITE PAINT (CROSSWALK STRIPING)	LF	\$ 10.00	148	\$ 1,480.00
16	8" SOLID WHITE CHANNELING LINE	LF	\$ 14.00	137	\$ 1,918.00
17	STOP BAR	EA	\$ 650.00	1	\$ 650.00
18	TRAFFIC CONTROL	LS	\$ 1,500.00	1	\$ 1,500.00
19	GEOTECHNICAL TESTING	LS	\$ 25,000.00	1	\$ 25,000.00
20	MAINTENANCE BOND - 2YR. 100%	LS	\$ 15,500.00	1	\$ 15,500.00
SUBTOTAL PAVING					\$ 1,263,817.85

PROJECT NAME: WILLIAMSBURG PHASE 3A-2	PHASE 3A-2	
CITY: FATE	ROW ACRES	9
JOB NUMBER: NT200-0035	NO. OF LOTS:	145
	GROSS ACRES:	47.066

SECTION F - MISCELLANEOUS ITEMS				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	SURVEY, PLATTING, ENGINEERING, PERMITTING & STAKING	%	10%	\$ 2,643,935.06	\$ 264,393.51
2	RIGHT-OF-WAY LAND COST	ACRE	\$ 80,000.00	9	\$ 720,000.00
3	LEGAL CONSULTANT COSTS	LOT	\$ 436.05	145	\$ 69,227.25
4	CONTINGENCY	%	10%	\$ 2,643,935.06	\$ 264,393.51
SUBTOTAL MISCELLANEOUS ITEMS					\$ 1,312,014.26

SUMMARY	PHASE 3A-2
SECTION A - EXCAVATION	\$ 26,224.56
SECTION B - SANITARY SEWER	\$ 343,584.90
SECTION C STORM	\$ 515,347.80
SECTION D - WATER	\$ 494,959.95
SECTION E - PAVING	\$ 1,263,817.85
SECTION F - MISCELLANEOUS ITEMS	\$ 1,312,014.26
GRAND TOTALS	\$ 3,955,949.32



October 26, 2021

David Booth
DR Horton
4306 Miller Road
Rowlett, TX 75088

Re: Engineer's Report
Williamsburg Phase 3A-2

Dear Mr. Booth:

Williamsburg Phase 3A-2 is a proposed single-family development including approximately 47 contiguous acres and is anticipated to include approximately 145 single-family homes located north of Gettysburg Boulevard and west of Williamsburg Parkway as depicted on Exhibit A. This Engineer's report includes the documents for the City of Fate for the formation of the PID and issuance of bonds by the City. Bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Improvements:

Public infrastructure improvements such as Paving, Sanitary Sewer, Storm and Water for Phase 3A-2 are depicted in Exhibits A, B, C and D.

Development Costs:

An Engineers' cost summary has been prepared for all on-site infrastructure and is included as Exhibit E.

Development Schedule:

Design Stage

The Preliminary Plat and Final Plat for the entire development has been approved by the City of Fate. Design of the on-site construction plans for Phase 3A-2 are complete and have been approved by the Fate.

Construction Stage

Phases 3A-2 and 2A of Williamsburg are currently under construction with final acceptance estimated in November 2021.

Sincerely,

Kevin Kessler PE
Vice President



TF/rr









PROJECT NAME: WILLIAMSBURG PHASES 2A AND 3A-2
CITY: FATE
JOB NUMBER: NT200-0035

EXHIBIT E

SUMMARY	PHASE 2A	PHASE 3A-2	TOTAL (PHASE 2A & 3A-2)
SECTION A - EXCAVATION	\$ 53,471.52	\$ 26,224.56	\$ 79,696.08
SECTION B - SANITARY SEWER	\$ 196,823.00	\$ 343,584.90	\$ 540,407.90
SECTION C - STORM	\$ 881,927.10	\$ 515,347.80	\$ 1,397,274.90
SECTION D - WATER	\$ 415,913.00	\$ 494,959.95	\$ 910,872.95
SECTION E - PAVING	\$ 1,169,877.75	\$ 1,263,817.85	\$ 2,433,695.60
SECTION F - MISCELLANEOUS ITEMS	\$ 1,249,088.97	\$ 1,312,014.26	\$ 2,561,103.24
SUMMARY TOTALS	\$ 3,967,101.34	\$ 3,955,949.32	\$ 7,923,050.67

PROJECT NAME: WILLIAMSBURG PHASE 2A		PHASE 2A	
CITY: FATE		ROW ACRES	8.11
JOB NUMBER: NT200-0035		NO. OF LOTS:	130
		GROSS ACRES:	60.236

CIVIL SITE IMPROVEMENTS

SECTION A - EXCAVATION				PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	UNCLASSIFIED EXCAVATION	CY	2.13	25104	\$ 63,471.52
2	CLEARING AND GRUBBING (ROW)	AC	545.00	8.11	\$ 4,419.95
SUBTOTAL EXCAVATION					\$ 67,891.47

SECTION B - SANITARY SEWER				PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	8" P.V.C., ASTM D3034, SDR-35 Sanitary Sewer, Complete with Bedding	LF	\$ 31.00	1800	\$ 55,800.00
2	Connect to Existing 8" Sanitary Sewerline	EA	\$ 605.00	4	\$ 2,424.00
3	Connect to Existing 5" Diameter Manhole w/External Drop (Line T)	EA	\$ 1,175.00	1	\$ 1,175.00
4	4" P.V.C. Service Line	EA	\$ 585.00	52	\$ 30,420.00
5	Remove Plug & Connect to Existing 4" Service WYE with 4" PVC Service Line	EA	\$ 561.00	78	\$ 43,758.00
6	4" Diameter Manhole	EA	\$ 3,880.00	6	\$ 22,080.00
7	Adjust Existing Manhole Rim	EA	\$ 870.00	17	\$ 14,790.00
8	Standard Cleanout	EA	\$ 1,118.00	2	\$ 2,236.00
9	Trench Safety	LF	\$ 0.10	1900	\$ 190.00
10	T.V. Testing	LF	\$ 2.00	1900	\$ 3,800.00
11	Geotechnical Testing	LS	\$ 11,000.00	1	\$ 11,000.00
12	Maintenance Bond - 2 Yr, 100%	LS	\$ 6,050.00	1	\$ 6,050.00
SUBTOTAL SANITARY SEWER					\$ 196,823.00

SECTION C - STORM				PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	18" R.C.P., including wyes, bends, etc.	LF	\$ 53.00	527	\$ 27,931.00
2	21" R.C.P., including wyes, bends, etc.	LF	\$ 56.00	373	\$ 21,634.00
3	24" R.C.P., including wyes, bends, etc.	LF	\$ 66.00	20	\$ 1,320.00
4	30" R.C.P., including wyes, bends, etc.	LF	\$ 85.00	442	\$ 37,570.00
5	33" R.C.P., including wyes, bends, etc.	LF	\$ 95.00	199	\$ 18,144.00
6	36" R.C.P., including wyes, bends, etc.	LF	\$ 110.00	1470	\$ 161,700.00
7	42" R.C.P., including wyes, bends, etc.	LF	\$ 141.00	1534	\$ 216,294.00
8	48" R.C.P., including wyes, bends, etc.	LF	\$ 166.00	173	\$ 28,718.00
9	4-5' X 4' RCB	LF	\$ 971.00	103	\$ 100,013.00
10	10' Standard Curb Inlet	EA	\$ 3,854.00	19	\$ 73,226.00
11	4' X 4' Drop Inlet	EA	\$ 4,104.00	1	\$ 4,104.00
12	Inlet Protection	EA	\$ 185.00	20	\$ 3,700.00
13	4' X 4' Square Storm Sewer Manhole	EA	\$ 4,508.00	6	\$ 27,048.00
14	5' X 5' Square Storm Sewer Manhole	EA	\$ 5,745.00	6	\$ 34,470.00
15	12" Thick NCTCOG 803.3 Type A, Dry Rock Rip Rap	SY	\$ 88.00	12	\$ 1,056.00
16	18" Thick NCTCOG 803.3 Type A, Dry Rock Rip Rap	SY	\$ 89.00	248	\$ 22,072.00
17	18" Headwall with Flared Wings (TxDOT CH-FW-0)	EA	\$ 2,124.00	1	\$ 2,124.00
18	42" 4:1 Headwall with Flared Wings (TxDOT CH-FW-0)	EA	\$ 4,933.00	2	\$ 9,866.00
19	48" 4:1 Headwall with Flared Wings (TxDOT CH-FW-0)	EA	\$ 5,821.00	1	\$ 5,821.00
20	5' X 4' Wingwall with Parallel Wings for Box Culvert (TxDOT PW-1)	EA	\$ 18,219.00	2	\$ 36,438.00
21	Remove 21" Headwall & Connect to Existing	EA	\$ 965.00	1	\$ 965.00
22	Remove 36" Headwall & Connect to Existing	EA	\$ 1,020.00	1	\$ 1,020.00
23	Pedestrian Rail Type PR-1	LF	\$ 138.00	130	\$ 17,940.00
24	Grade to Drain Swale (4:1 Side Slope, 10' Wide)	LF	\$ 17.00	660	\$ 11,220.00
25	Trench Safety	LF	\$ 0.10	4831	\$ 483.10
26	Geotechnical Testing	LS	\$ 11,000.00	1	\$ 11,000.00
27	Maintenance Bond - 2 Yr, 100%	LS	\$ 6,050.00	1	\$ 6,050.00
SUBTOTAL STORM					\$ 881,927.10

PROJECT NAME: WILLIAMSBURG PHASE 2A	PHASE 2A	
CITY: FATE	ROW ACRES	8.11
JOB NUMBER: NT200-0035	NO. OF LOTS	130
	GROSS ACRES	50.236

SECTION D - WATER					PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	
1	8" P.V.C. Watermain (includes all bends, fittings, plugs, bedding, etc.)	LF	\$ 26.00	6920	\$ 179,920.00	
2	8" MJ Gate Valve & Box	EA	\$ 1,291.00	3	\$ 3,873.00	
3	8" FLG Gate Valve & Box	EA	\$ 1,255.00	24	\$ 30,120.00	
4	2" Blow Off Valve	EA	\$ 4,794.00	1	\$ 4,794.00	
5	Connect to Existing 8" Waterline	EA	\$ 451.00	2	\$ 902.00	
6	Connect to Existing 1" Waterline (Lift Station Service)	EA	\$ 451.00	1	\$ 451.00	
7	Fire Hydrant Assembly (includes lead, tee, valve and box)	EA	\$ 3,048.00	14	\$ 56,272.00	
8	1" Single Water Service	EA	\$ 628.00	64	\$ 40,192.00	
9	1" Single Water Service in Schedule 40 PVC Conduit (Long Side)	EA	\$ 748.00	66	\$ 49,368.00	
10	1.5" Irrigation Service	EA	\$ 1,315.00	2	\$ 2,630.00	
11	1" Irrigation Service	EA	\$ 794.00	1	\$ 794.00	
12	4" PVC Sleeve	LF	\$ 13.00	390	\$ 4,940.00	
13	Haul Spoils	HR	\$ 359.90	50	\$ 17,995.00	
14	Trench Safety	LF	\$ 0.10	6920	\$ 692.00	
15	Pressure Testing and Chlorination	LF	\$ 1.00	6920	\$ 6,920.00	
16	Geotechnical Testing	LS	\$ 11,000.00	1	\$ 11,000.00	
17	Maintenance Bond - 2 Yr, 100%	LS	\$ 8,050.00	1	\$ 8,050.00	
SUBTOTAL WATER					\$ 415,913.00	

SECTION E - PAVING					PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	
1	6" REINFORCED CONCRETE PAVEMENT #3 BARS ON 18" C/C, INCLUDING CURB AND GUTTER	SY	\$ 30.00	25100	\$ 754,800.00	
2	6" COMPACTED LIME STABILIZED SUBGRADE	SY	\$ 3.25	26723	\$ 86,849.75	
3	HYDRATED LIME (50#/SY)	TON	\$ 165.00	601	\$ 99,165.00	
4	5' CONCRETE SIDEWALK (4" THICK) #3 BARS ON 24" C/C	LF	\$ 27.50	2672	\$ 73,470.00	
5	8' CONCRETE SIDEWALK (4" THICK) #3 BARS ON 24" C/C	LF	\$ 44.00	1567	\$ 68,948.00	
6	SINGLE DIRECTION BARRIER FREE RAMP	EA	\$ 1,850.00	16	\$ 29,600.00	
7	PAVEMENT HEADER	LF	\$ 10.00	31	\$ 310.00	
8	TYPE III BARRICADE	EA	\$ 975.00	1	\$ 975.00	
9	REMOVE TYPE III BARRICADE AND CONNECT TO EXISTING PAVEMENT	EA	\$ 1,000.00	2	\$ 2,000.00	
10	STOP SIGN	EA	\$ 1,650.00	9	\$ 14,850.00	
11	STREET BLADE	EA	\$ 1,450.00	1	\$ 1,450.00	
12	NO OUTLET SIGN (W14-2)	EA	\$ 250.00	1	\$ 250.00	
13	YIELD TO PEDESTRIANS SIGN (R1-5)	EA	\$ 950.00	1	\$ 950.00	
14	TRAFFIC CONTROL	LS	\$ 1,500.00	1	\$ 1,500.00	
15	GEOTECHNICAL TESTING	LS	\$ 23,000.00	1	\$ 23,000.00	
16	MAINTENANCE BOND - 2YR, 100%	LS	\$ 14,500.00	1	\$ 14,500.00	
SUBTOTAL PAVING					\$ 1,168,877.75	

SECTION F - MISCELLANEOUS ITEMS					PHASE 2A	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	
1	SURVEY, PLATTING, ENGINEERING, PERMITTING & STAKING	%	10%	\$ 2,718,012.37	\$ 271,801.24	
2	RIGHT-OF-WAY LAND COST	ACRE	\$ 80,000.00	8.11	\$ 648,800.00	
3	LEGAL CONSULTANT COSTS	LOT	\$ 436.05	130	\$ 56,686.50	
4	CONTINGENCY	%	10%	\$ 2,718,012.37	\$ 271,801.24	
SUBTOTAL MISCELLANEOUS ITEMS					\$ 1,249,088.97	

SUMMARY	PHASE 2A	
SECTION A - EXCAVATION	\$	53,471.52
SECTION B - SANITARY SEWER	\$	196,823.00
SECTION C - STORM	\$	881,927.10
SECTION D - WATER	\$	415,913.00
SECTION E - PAVING	\$	1,168,877.75
SECTION F - MISCELLANEOUS ITEMS	\$	1,249,088.97
GRAND TOTALS	\$	3,967,101.34

PROJECT NAME: WILLIAMSBURG PHASE 3A-2	PHASE 3A-2	
CITY: FATE	ROW ACRES	9
JOB NUMBER: NT200-0035	NO. OF LOTS:	145
	GROSS ACRES:	47.066

CIVIL SITE IMPROVEMENTS

SECTION A - EXCAVATION				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	UNCLASSIFIED EXCAVATION	CY	2.13	12312	\$ 26,224.56
1	CLEARING AND GRUBBING (ROW)	AC	545	9.00	\$ 4,905.00
SUBTOTAL EXCAVATION					\$ 26,224.56

SECTION B - SANITARY SEWER				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	8" P.V.C., ASTM D3034, SDR-35 Sanitary Sewer, Complete with Bedding	LF	\$ 28	3730	\$ 104,440.00
2	8" P.V.C., ASTM D2241, SDR-26 Sanitary Sewer, Complete with Bedding	LF	\$ 35	1239	\$ 43,365.00
3	Connect to Existing 8" Sanitary Sewerline	EA	\$ 591	1	\$ 591.00
4	4" P.V.C. Service Line	EA	\$ 609	145	\$ 88,305.00
5	4' Diameter Manhole	EA	\$ 2,919	19	\$ 55,461.00
6	5' Diameter Manhole	EA	\$ 5,533	2	\$ 11,066.00
7	5' Diameter Manhole w/External Drop	EA	\$ 6,645	1	\$ 6,645.00
8	Standard Cleanout	EA	\$ 949	3	\$ 2,847.00
9	Cement Stabilized Sand	LF	\$ 59	20	\$ 1,180.00
10	Trench Safety	LF	\$ 0.10	4969	\$ 496.90
11	T.V. Testing	LF	\$ 2	4969	\$ 9,938.00
12	Geotechnical Testing	LS	\$ 13,200	1	\$ 13,200.00
13	Maintenance Bond - 2 Yr, 100%	LS	\$ 6,050	1	\$ 6,050.00
SUBTOTAL SANITARY SEWER					\$ 343,584.90

SECTION C STORM				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	18" R.C.P., including wyes, bends, etc.	LF	\$ 53.00	1011	\$ 53,583.00
2	21" R.C.P., including wyes, bends, etc.	LF	\$ 58.00	643	\$ 37,294.00
3	24" R.C.P., including wyes, bends, etc.	LF	\$ 66.00	334	\$ 22,044.00
4	27" R.C.P., including wyes, bends, etc.	LF	\$ 73.00	364	\$ 26,572.00
5	30" R.C.P., including wyes, bends, etc.	LF	\$ 85.00	585	\$ 49,725.00
6	33" R.C.P., including wyes, bends, etc.	LF	\$ 97.00	402	\$ 38,994.00
7	36" R.C.P., including wyes, bends, etc.	LF	\$ 110.00	329	\$ 36,190.00
8	10' Standard Curb Inlet	EA	\$ 3,833.00	29	\$ 111,157.00
9	10' Recessed Curb Inlet	EA	\$ 4,143.00	8	\$ 33,144.00
10	4' X 4' Drop Inlet	EA	\$ 4,084.00	2	\$ 8,168.00
11	Inlet Protection	EA	\$ 185.00	39	\$ 7,215.00
12	4' X 4' Square Storm Sewer Manhole	EA	\$ 4,184.00	6	\$ 25,104.00
13	18" Thick NCTCOG 803.3 Type A, Dry Rock Rip Rap	SY	\$ 88.00	174	\$ 15,312.00
14	18":4:1 Headwall (TxDOT CH-FW-30)	EA	\$ 2,521.00	1	\$ 2,521.00
15	21":4:1 Headwall (TxDOT CH-FW-30)	EA	\$ 2,646.00	1	\$ 2,646.00
16	30":4:1 Headwall (TxDOT CH-FW-30)	EA	\$ 3,774.00	1	\$ 3,774.00
17	36":4:1 Headwall (TxDOT CH-FW-30)	EA	\$ 4,104.00	2	\$ 8,208.00
18	Pedestrian Rail Type PR-1 (At Outfall Headwalls)	LF	\$ 138.00	110	\$ 15,180.00
19	Trench Safety	LF	\$ 0.10	3669	\$ 366.90
20	Geotechnical Testing	LS	\$ 12,100.00	1	\$ 12,100.00
21	Maintenance Bond - 2 Yr, 100%	LS	\$ 6,050.00	1	\$ 6,050.00
SUBTOTAL STORM					\$ 515,347.80

PROJECT NAME: WILLIAMSBURG PHASE 3A-2	PHASE 3A-2	
CITY: FATE	ROW ACRES	9
JOB NUMBER: NT200-0035	NO. OF LOTS:	145
	GROSS ACRES:	47.066

SECTION D - WATER				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	8" P.V.C. Watermain (includes all bends, fittings, plugs, bedding, etc.)	LF	\$ 28.00	5123	\$ 133,196.00
2	16" P.V.C. Watermain (includes all bends, fittings, plugs, bedding, etc.)	LF	\$ 74.00	1068	\$ 80,512.00
3	8" FLG Gate Valve & Box	EA	\$ 1,376.00	20	\$ 27,520.00
4	16" FLG Gate Valve & Box	EA	\$ 6,951.00	4	\$ 27,804.00
5	8" MJ Gate Valve & Box	EA	\$ 1,287.00	1	\$ 1,287.00
6	16" MJ Gate Valve & Box	EA	\$ 6,682.00	1	\$ 6,682.00
7	Connect to Existing 8" Waterline	EA	\$ 614.00	2	\$ 1,228.00
8	Connect to Existing 16" Waterline	EA	\$ 1,385.00	1	\$ 1,385.00
9	Fire Hydrant Assembly (includes lead, tee, valve and box)	EA	\$ 4,136.00	13	\$ 53,768.00
10	1" Single Water Service	EA	\$ 587.00	77	\$ 45,199.00
11	1" Single Water Service in Schedule 40 PVC Conduit (Long Side)	EA	\$ 788.00	68	\$ 52,068.00
12	1.5" Irrigation Service	EA	\$ 1,315.00	3	\$ 3,945.00
13	4" PVC Sleeve	LF	\$ 13.00	380	\$ 4,940.00
14	8" Steel Encasement	LF	\$ 81.00	113	\$ 9,153.00
15	Haul Spoils	HR	\$ 359.90	50	\$ 17,995.00
16	Trench Safety	LF	\$ 0.10	6211	\$ 621.10
17	Pressure Testing and Chlorination	LF	\$ 1.35	6211	\$ 8,384.85
18	Geotechnical Testing	LS	\$ 13,200.00	1	\$ 13,200.00
19	Maintenance Bond - 2 Yr. 100%	LS	\$ 6,050.00	1	\$ 6,050.00
SUBTOTAL WATER					\$ 494,959.85

SECTION E - PAVING				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	6" REINFORCED CONCRETE PAVEMENT #3 BARS ON 18" C/C, INCLUDING CURB AND GUTTER	SY	\$ 30.00	18045	\$ 541,350.00
2	8" REINFORCED CONCRETE PAVEMENT #3 BARS ON 18" C/C, INCLUDING CURB AND GUTTER	SY	\$ 38.60	7341	\$ 283,362.60
3	6" COMPACTED LIME STABILIZED SUBGRADE	SY	\$ 3.25	28971	\$ 87,655.75
4	HYDRATED LIME (50#SY)	TON	\$ 165.00	607	\$ 100,155.00
5	5' CONCRETE SIDEWALK (4" THICK) #3 BARS ON 24" C/C	LF	\$ 27.50	1993	\$ 54,807.50
6	8' CONCRETE SIDEWALK (4" THICK) #3 BARS ON 24" C/C	LF	\$ 44.00	2328	\$ 102,344.00
7	SINGLE DIRECTION BARRIER FREE RAMP	EA	\$ 1,850.00	14	\$ 25,900.00
8	PAVEMENT HEADER	LF	\$ 10.00	62	\$ 620.00
9	TYPE III BARRICADE	EA	\$ 975.00	1	\$ 975.00
10	REMOVE TYPE III BARRICADE AND CONNECT TO EXISTING PAVEMENT	EA	\$ 1,000.00	3	\$ 3,000.00
11	STOP SIGN	EA	\$ 1,850.00	7	\$ 11,950.00
12	NO OUTLET SIGN (W14-2)	EA	\$ 250.00	1	\$ 250.00
13	YIELD TO PEDESTRIANS SIGN (R1-5)	EA	\$ 950.00	1	\$ 950.00
14	4" BROKEN WHITE LANE LINE	LF	\$ 2.50	1840	\$ 4,850.00
15	6" SOLID WHITE PAINT (CROSSWALK STRIPING)	LF	\$ 10.00	148	\$ 1,480.00
16	8" SOLID WHITE CHANNELIZING LINE	LF	\$ 14.00	137	\$ 1,916.00
17	STOP BAR	EA	\$ 650.00	1	\$ 650.00
18	TRAFFIC CONTROL	LS	\$ 1,500.00	1	\$ 1,500.00
19	GEO TECHNICAL TESTING	LS	\$ 25,000.00	1	\$ 25,000.00
20	MAINTENANCE BOND - 2YR. 100%	LS	\$ 15,500.00	1	\$ 15,500.00
SUBTOTAL PAVING					\$ 1,263,817.85

PROJECT NAME: WILLIAMSBURG PHASE 3A-2	PHASE 3A-2	
CITY: FATE	ROW ACRES	9
JOB NUMBER: NT200-0035	NO. OF LOTS:	145
	GROSS ACRES:	47.066

SECTION F - MISCELLANEOUS ITEMS				PHASE 3A-2	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	SURVEY, PLATTING, ENGINEERING, PERMITTING & STAKING	%	10%	\$ 2,643,935.06	\$ 264,393.51
2	RIGHT-OF-WAY LAND COST	ACRE	\$ 80,000.00	9	\$ 720,000.00
3	LEGAL CONSULTANT COSTS	LOT	\$ 436.05	145	\$ 63,227.25
4	CONTINGENCY	%	10%	\$ 2,643,935.06	\$ 264,393.51
SUBTOTAL MISCELLANEOUS ITEMS					\$ 1,312,014.26

SUMMARY	PHASE 3A-2
SECTION A - EXCAVATION	\$ 26,224.56
SECTION B - SANITARY SEWER	\$ 343,584.90
SECTION C - STORM	\$ 515,347.80
SECTION D - WATER	\$ 494,959.95
SECTION E - PAVING	\$ 1,263,817.85
SECTION F - MISCELLANEOUS ITEMS	\$ 1,312,014.26
GRAND TOTALS	\$ 3,955,949.32

APPENDIX B-1 – PHASE 1A LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 1A LOT TYPE 1 PRINCIPAL ASSESSMENT: \$19,641.21

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 **Williamsburg Public Improvement District No. 1** (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 1A LOT TYPE 1

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 1.07	\$ 1,344.04	\$ 96.85	\$ -	\$ 1,441.96
2023	\$ 654.67	\$ 666.19	\$ 98.79	\$ -	\$ 1,419.65
2024	\$ 678.92	\$ 640.00	\$ 100.76	\$ -	\$ 1,419.68
2025	\$ 727.41	\$ 612.85	\$ 102.78	\$ -	\$ 1,443.04
2026	\$ 751.66	\$ 583.75	\$ 104.83	\$ -	\$ 1,440.24
2027	\$ 775.91	\$ 553.68	\$ 106.93	\$ -	\$ 1,436.52
2028	\$ 800.15	\$ 522.65	\$ 109.07	\$ -	\$ 1,431.87
2029	\$ 824.40	\$ 490.64	\$ 111.25	\$ -	\$ 1,426.29
2030	\$ 848.65	\$ 457.66	\$ 113.48	\$ -	\$ 1,419.79
2031	\$ 872.90	\$ 432.20	\$ 115.75	\$ -	\$ 1,420.85
2032	\$ 897.14	\$ 406.02	\$ 118.06	\$ -	\$ 1,421.22
2033	\$ 921.39	\$ 379.10	\$ 120.42	\$ -	\$ 1,420.91
2034	\$ 945.64	\$ 351.46	\$ 122.83	\$ -	\$ 1,419.93
2035	\$ 969.88	\$ 323.09	\$ 125.29	\$ -	\$ 1,418.26
2036	\$ 1,018.38	\$ 291.57	\$ 127.79	\$ -	\$ 1,437.74
2037	\$ 1,042.63	\$ 258.47	\$ 130.35	\$ -	\$ 1,431.45
2038	\$ 1,066.87	\$ 224.59	\$ 132.95	\$ -	\$ 1,424.42
2039	\$ 1,091.12	\$ 189.92	\$ 135.61	\$ -	\$ 1,416.65
2040	\$ 1,139.61	\$ 154.45	\$ 138.33	\$ -	\$ 1,432.39
2041	\$ 1,163.86	\$ 117.42	\$ 141.09	\$ -	\$ 1,422.37
2042	\$ 1,212.35	\$ 79.59	\$ 143.91	\$ -	\$ 1,435.86
2043	\$ 1,236.60	\$ 40.19	\$ 146.79	\$ -	\$ 1,423.58
Total	\$ 19,641.21	\$ 9,119.54	\$ 2,643.92	\$ -	\$ 31,404.67

Notes:

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

APPENDIX B-2 – PHASE 1A LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 1A LOT TYPE 2 PRINCIPAL ASSESSMENT: \$15,123.76

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 **Williamsburg Public Improvement District No. 1** (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned 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:

 [SAMPLE]
SIGNATURE OF SELLER

 [SAMPLE]
SIGNATURE OF SELLER

STATE OF TEXAS
COUNTY OF _____

§
§
§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 1A LOT TYPE 2

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 0.82	\$ 1,034.91	\$ 74.57	\$ -	\$ 1,110.31
2023	\$ 504.10	\$ 512.97	\$ 76.07	\$ -	\$ 1,093.13
2024	\$ 522.77	\$ 492.80	\$ 77.59	\$ -	\$ 1,093.16
2025	\$ 560.11	\$ 471.89	\$ 79.14	\$ -	\$ 1,111.14
2026	\$ 578.78	\$ 449.49	\$ 80.72	\$ -	\$ 1,108.99
2027	\$ 597.45	\$ 426.34	\$ 82.34	\$ -	\$ 1,106.12
2028	\$ 616.12	\$ 402.44	\$ 83.98	\$ -	\$ 1,102.54
2029	\$ 634.79	\$ 377.79	\$ 85.66	\$ -	\$ 1,098.25
2030	\$ 653.46	\$ 352.40	\$ 87.38	\$ -	\$ 1,093.24
2031	\$ 672.13	\$ 332.80	\$ 89.12	\$ -	\$ 1,094.05
2032	\$ 690.80	\$ 312.63	\$ 90.91	\$ -	\$ 1,094.34
2033	\$ 709.47	\$ 291.91	\$ 92.72	\$ -	\$ 1,094.11
2034	\$ 728.14	\$ 270.63	\$ 94.58	\$ -	\$ 1,093.35
2035	\$ 746.81	\$ 248.78	\$ 96.47	\$ -	\$ 1,092.06
2036	\$ 784.15	\$ 224.51	\$ 98.40	\$ -	\$ 1,107.06
2037	\$ 802.82	\$ 199.03	\$ 100.37	\$ -	\$ 1,102.22
2038	\$ 821.49	\$ 172.93	\$ 102.38	\$ -	\$ 1,096.80
2039	\$ 840.16	\$ 146.24	\$ 104.42	\$ -	\$ 1,090.82
2040	\$ 877.50	\$ 118.93	\$ 106.51	\$ -	\$ 1,102.95
2041	\$ 896.17	\$ 90.41	\$ 108.64	\$ -	\$ 1,095.23
2042	\$ 933.51	\$ 61.29	\$ 110.81	\$ -	\$ 1,105.61
2043	\$ 952.18	\$ 30.95	\$ 113.03	\$ -	\$ 1,096.16
Total	\$ 15,123.76	\$ 7,022.06	\$ 2,035.82	\$ -	\$ 24,181.64

Notes:

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

APPENDIX B-3 – PHASE 1A LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 1A LOT TYPE 3 PRINCIPAL ASSESSMENT: \$12,766.80

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 **Williamsburg Public Improvement District No. 1** (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned 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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER

STATE OF TEXAS

COUNTY OF _____

§
§
§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 1A LOT TYPE 3

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 0.69	\$ 873.63	\$ 62.95	\$ -	\$ 937.27
2023	\$ 425.54	\$ 433.02	\$ 64.21	\$ -	\$ 922.77
2024	\$ 441.30	\$ 416.00	\$ 65.50	\$ -	\$ 922.80
2025	\$ 472.82	\$ 398.35	\$ 66.81	\$ -	\$ 937.97
2026	\$ 488.58	\$ 379.44	\$ 68.14	\$ -	\$ 936.16
2027	\$ 504.34	\$ 359.89	\$ 69.51	\$ -	\$ 933.74
2028	\$ 520.10	\$ 339.72	\$ 70.90	\$ -	\$ 930.72
2029	\$ 535.86	\$ 318.92	\$ 72.31	\$ -	\$ 927.09
2030	\$ 551.62	\$ 297.48	\$ 73.76	\$ -	\$ 922.86
2031	\$ 567.38	\$ 280.93	\$ 75.23	\$ -	\$ 923.55
2032	\$ 583.14	\$ 263.91	\$ 76.74	\$ -	\$ 923.79
2033	\$ 598.90	\$ 246.42	\$ 78.27	\$ -	\$ 923.60
2034	\$ 614.66	\$ 228.45	\$ 79.84	\$ -	\$ 922.95
2035	\$ 630.43	\$ 210.01	\$ 81.44	\$ -	\$ 921.87
2036	\$ 661.95	\$ 189.52	\$ 83.06	\$ -	\$ 934.53
2037	\$ 677.71	\$ 168.01	\$ 84.73	\$ -	\$ 930.44
2038	\$ 693.47	\$ 145.98	\$ 86.42	\$ -	\$ 925.87
2039	\$ 709.23	\$ 123.45	\$ 88.15	\$ -	\$ 920.82
2040	\$ 740.75	\$ 100.40	\$ 89.91	\$ -	\$ 931.06
2041	\$ 756.51	\$ 76.32	\$ 91.71	\$ -	\$ 924.54
2042	\$ 788.03	\$ 51.73	\$ 93.54	\$ -	\$ 933.31
2043	\$ 803.79	\$ 26.12	\$ 95.42	\$ -	\$ 925.33
Total	\$ 12,766.80	\$ 5,927.71	\$ 1,718.55	\$ -	\$ 20,413.05

Notes:

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

APPENDIX B-4 – PHASE 1B LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 1B LOT TYPE 1 PRINCIPAL ASSESSMENT: \$15,530.09

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 **Williamsburg Public Improvement District No. 1** (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned 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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER

STATE OF TEXAS

COUNTY OF _____

§
§
§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 1B LOT TYPE 1

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 383.46	\$ 1,048.76	\$ 79.65	\$ 77.65	\$ 1,589.52
2023	\$ 383.46	\$ 1,025.75	\$ 81.25	\$ 75.73	\$ 1,566.19
2024	\$ 383.46	\$ 1,002.75	\$ 82.87	\$ 73.82	\$ 1,542.89
2025	\$ 383.46	\$ 979.74	\$ 84.53	\$ 71.90	\$ 1,519.62
2026	\$ 383.46	\$ 954.81	\$ 86.22	\$ 69.98	\$ 1,494.47
2027	\$ 383.46	\$ 929.89	\$ 87.94	\$ 68.06	\$ 1,469.35
2028	\$ 575.19	\$ 904.96	\$ 89.70	\$ 66.15	\$ 1,636.00
2029	\$ 575.19	\$ 867.58	\$ 91.50	\$ 63.27	\$ 1,597.53
2030	\$ 575.19	\$ 830.19	\$ 93.33	\$ 60.39	\$ 1,559.10
2031	\$ 575.19	\$ 792.80	\$ 95.19	\$ 57.52	\$ 1,520.70
2032	\$ 575.19	\$ 755.41	\$ 97.10	\$ 54.64	\$ 1,482.34
2033	\$ 575.19	\$ 718.03	\$ 99.04	\$ 51.77	\$ 1,444.02
2034	\$ 766.92	\$ 680.64	\$ 101.02	\$ 48.89	\$ 1,597.47
2035	\$ 766.92	\$ 630.79	\$ 103.04	\$ 45.06	\$ 1,545.80
2036	\$ 766.92	\$ 577.11	\$ 105.10	\$ 41.22	\$ 1,490.35
2037	\$ 958.65	\$ 523.42	\$ 107.20	\$ 37.39	\$ 1,626.66
2038	\$ 958.65	\$ 456.32	\$ 109.35	\$ 32.59	\$ 1,556.90
2039	\$ 958.65	\$ 389.21	\$ 111.53	\$ 27.80	\$ 1,487.19
2040	\$ 958.65	\$ 322.11	\$ 113.76	\$ 23.01	\$ 1,417.53
2041	\$ 1,150.38	\$ 255.00	\$ 116.04	\$ 18.21	\$ 1,539.63
2042	\$ 1,150.38	\$ 174.47	\$ 118.36	\$ 12.46	\$ 1,455.67
2043	\$ 1,342.11	\$ 93.95	\$ 120.73	\$ 6.71	\$ 1,563.49
Total	\$ 15,530.09	\$ 14,913.68	\$ 2,174.45	\$ 1,084.23	\$ 33,702.45

Notes:

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

APPENDIX B-5 – PHASE 1B LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 1B LOT TYPE 2 PRINCIPAL ASSESSMENT: \$13,107.40

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 **Williamsburg Public Improvement District No. 1** (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]

SIGNATURE OF PURCHASER

[SAMPLE]

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:

[SAMPLE]

SIGNATURE OF SELLER

[SAMPLE]

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 1B LOT TYPE 2

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 323.64	\$ 885.15	\$ 67.23	\$ 65.54	\$ 1,341.56
2023	\$ 323.64	\$ 865.74	\$ 68.57	\$ 63.92	\$ 1,321.87
2024	\$ 323.64	\$ 846.32	\$ 69.94	\$ 62.30	\$ 1,302.20
2025	\$ 323.64	\$ 826.90	\$ 71.34	\$ 60.68	\$ 1,282.56
2026	\$ 323.64	\$ 805.86	\$ 72.77	\$ 59.06	\$ 1,261.33
2027	\$ 323.64	\$ 784.83	\$ 74.22	\$ 57.45	\$ 1,240.14
2028	\$ 485.46	\$ 763.79	\$ 75.71	\$ 55.83	\$ 1,380.78
2029	\$ 485.46	\$ 732.23	\$ 77.22	\$ 53.40	\$ 1,348.32
2030	\$ 485.46	\$ 700.68	\$ 78.77	\$ 50.97	\$ 1,315.88
2031	\$ 485.46	\$ 669.12	\$ 80.34	\$ 48.55	\$ 1,283.47
2032	\$ 485.46	\$ 637.57	\$ 81.95	\$ 46.12	\$ 1,251.10
2033	\$ 485.46	\$ 606.01	\$ 83.59	\$ 43.69	\$ 1,218.75
2034	\$ 647.28	\$ 574.46	\$ 85.26	\$ 41.26	\$ 1,348.26
2035	\$ 647.28	\$ 532.39	\$ 86.97	\$ 38.03	\$ 1,304.66
2036	\$ 647.28	\$ 487.08	\$ 88.70	\$ 34.79	\$ 1,257.85
2037	\$ 809.10	\$ 441.77	\$ 90.48	\$ 31.55	\$ 1,372.90
2038	\$ 809.10	\$ 385.13	\$ 92.29	\$ 27.51	\$ 1,314.03
2039	\$ 809.10	\$ 328.49	\$ 94.13	\$ 23.46	\$ 1,255.19
2040	\$ 809.10	\$ 271.86	\$ 96.02	\$ 19.42	\$ 1,196.39
2041	\$ 970.92	\$ 215.22	\$ 97.94	\$ 15.37	\$ 1,299.45
2042	\$ 970.92	\$ 147.26	\$ 99.90	\$ 10.52	\$ 1,228.59
2043	\$ 1,132.74	\$ 79.29	\$ 101.89	\$ 5.66	\$ 1,319.59
Total	\$ 13,107.40	\$ 12,587.15	\$ 1,835.23	\$ 915.09	\$ 28,444.87

Notes:

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

APPENDIX B-6 – PHASE 1B2-1B3 LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 1B2-1B3 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$21,876.90

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 *Williamsburg Public Improvement District No. 1* (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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. 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:

[SAMPLE]

SIGNATURE OF PURCHASER

[SAMPLE]

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 1B2-1B3 LOT TYPE 1

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 434.16	\$ 944.18	\$ 109.95	\$ 109.38	\$ 1,597.67
2023	\$ 458.28	\$ 928.98	\$ 112.15	\$ 107.21	\$ 1,606.63
2024	\$ 482.40	\$ 912.94	\$ 114.39	\$ 104.92	\$ 1,614.66
2025	\$ 506.52	\$ 893.65	\$ 116.68	\$ 102.51	\$ 1,619.36
2026	\$ 506.52	\$ 873.39	\$ 119.01	\$ 99.98	\$ 1,598.90
2027	\$ 530.64	\$ 853.13	\$ 121.39	\$ 97.45	\$ 1,602.61
2028	\$ 554.76	\$ 831.90	\$ 123.82	\$ 94.79	\$ 1,605.27
2029	\$ 578.88	\$ 809.71	\$ 126.30	\$ 92.02	\$ 1,606.91
2030	\$ 603.00	\$ 785.69	\$ 128.82	\$ 89.12	\$ 1,606.63
2031	\$ 627.12	\$ 760.66	\$ 131.40	\$ 86.11	\$ 1,605.29
2032	\$ 675.36	\$ 734.64	\$ 134.03	\$ 82.97	\$ 1,627.00
2033	\$ 699.48	\$ 706.61	\$ 136.71	\$ 79.60	\$ 1,622.39
2034	\$ 723.60	\$ 677.58	\$ 139.44	\$ 76.10	\$ 1,616.72
2035	\$ 747.72	\$ 646.10	\$ 142.23	\$ 72.48	\$ 1,608.54
2036	\$ 795.96	\$ 613.58	\$ 145.07	\$ 68.74	\$ 1,623.36
2037	\$ 820.08	\$ 578.95	\$ 147.98	\$ 64.76	\$ 1,611.77
2038	\$ 868.32	\$ 543.28	\$ 150.94	\$ 60.66	\$ 1,623.20
2039	\$ 916.56	\$ 505.51	\$ 153.95	\$ 56.32	\$ 1,632.35
2040	\$ 940.68	\$ 465.64	\$ 157.03	\$ 51.74	\$ 1,615.09
2041	\$ 988.92	\$ 423.31	\$ 160.17	\$ 47.03	\$ 1,619.44
2042	\$ 1,037.16	\$ 378.81	\$ 163.38	\$ 42.09	\$ 1,621.44
2043	\$ 1,085.40	\$ 332.13	\$ 166.65	\$ 36.90	\$ 1,621.09
2044	\$ 1,133.64	\$ 283.29	\$ 169.98	\$ 31.48	\$ 1,618.39
2045	\$ 1,206.00	\$ 232.28	\$ 173.38	\$ 25.81	\$ 1,637.47
2046	\$ 1,254.24	\$ 178.01	\$ 176.85	\$ 19.78	\$ 1,628.87
2047	\$ 1,326.60	\$ 121.57	\$ 180.38	\$ 13.51	\$ 1,642.06
2048	\$ 1,374.84	\$ 61.87	\$ 183.99	\$ 6.87	\$ 1,627.58
Total	\$ 21,876.90	\$ 16,077.37	\$ 3,886.06	\$ 1,820.34	\$ 43,660.67

Notes:

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

APPENDIX B-7 – PHASE 1B-1B3 LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 1B2-1B3 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$20,256.39

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 **Williamsburg Public Improvement District No. 1** (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
SIGNATURE OF PURCHASER

STATE OF TEXAS
COUNTY OF _____

§
§
§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER

STATE OF TEXAS
COUNTY OF _____

§
§
§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 1B2-1B3 LOT TYPE 2

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 402.00	\$ 874.24	\$ 101.80	\$ 101.28	\$ 1,479.33
2023	\$ 424.33	\$ 860.17	\$ 103.84	\$ 99.27	\$ 1,487.62
2024	\$ 446.67	\$ 845.32	\$ 105.92	\$ 97.15	\$ 1,495.05
2025	\$ 469.00	\$ 827.45	\$ 108.04	\$ 94.92	\$ 1,499.41
2026	\$ 469.00	\$ 808.69	\$ 110.20	\$ 92.57	\$ 1,480.46
2027	\$ 491.33	\$ 789.93	\$ 112.40	\$ 90.23	\$ 1,483.89
2028	\$ 513.67	\$ 770.28	\$ 114.65	\$ 87.77	\$ 1,486.37
2029	\$ 536.00	\$ 749.73	\$ 116.94	\$ 85.20	\$ 1,487.88
2030	\$ 558.33	\$ 727.49	\$ 119.28	\$ 82.52	\$ 1,487.62
2031	\$ 580.67	\$ 704.32	\$ 121.67	\$ 79.73	\$ 1,486.38
2032	\$ 625.34	\$ 680.22	\$ 124.10	\$ 76.83	\$ 1,506.48
2033	\$ 647.67	\$ 654.27	\$ 126.58	\$ 73.70	\$ 1,502.22
2034	\$ 670.00	\$ 627.39	\$ 129.11	\$ 70.46	\$ 1,496.97
2035	\$ 692.34	\$ 598.24	\$ 131.69	\$ 67.11	\$ 1,489.39
2036	\$ 737.00	\$ 568.13	\$ 134.33	\$ 63.65	\$ 1,503.11
2037	\$ 759.34	\$ 536.07	\$ 137.02	\$ 59.97	\$ 1,492.38
2038	\$ 804.00	\$ 503.04	\$ 139.76	\$ 56.17	\$ 1,502.96
2039	\$ 848.67	\$ 468.06	\$ 142.55	\$ 52.15	\$ 1,511.43
2040	\$ 871.00	\$ 431.15	\$ 145.40	\$ 47.91	\$ 1,495.46
2041	\$ 915.67	\$ 391.95	\$ 148.31	\$ 43.55	\$ 1,499.48
2042	\$ 960.34	\$ 350.75	\$ 151.28	\$ 38.97	\$ 1,501.33
2043	\$ 1,005.00	\$ 307.53	\$ 154.30	\$ 34.17	\$ 1,501.00
2044	\$ 1,049.67	\$ 262.31	\$ 157.39	\$ 29.15	\$ 1,498.51
2045	\$ 1,116.67	\$ 215.07	\$ 160.54	\$ 23.90	\$ 1,516.17
2046	\$ 1,161.34	\$ 164.82	\$ 163.75	\$ 18.31	\$ 1,508.22
2047	\$ 1,228.34	\$ 112.56	\$ 167.02	\$ 12.51	\$ 1,520.42
2048	\$ 1,273.00	\$ 57.29	\$ 170.36	\$ 6.37	\$ 1,507.01
Total	\$ 20,256.39	\$ 14,886.46	\$ 3,598.20	\$ 1,685.50	\$ 40,426.55

Notes:

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

APPENDIX B-8 – PHASE 2B, 2C, AND 3A1 LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 2B, 2C, AND 3A1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$24,729.90

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 **Williamsburg Public Improvement District No. 1** (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

ANNUAL INSTALLMENTS - PHASE 2B, 2C, AND 3A1 LOT TYPE 1

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 514.84	\$ 990.31	\$ 124.32	\$ 123.65	\$ 1,753.11
2023	\$ 532.59	\$ 974.22	\$ 126.80	\$ 121.08	\$ 1,754.69
2024	\$ 550.34	\$ 957.57	\$ 129.34	\$ 118.41	\$ 1,755.67
2025	\$ 568.10	\$ 940.38	\$ 131.93	\$ 115.66	\$ 1,756.06
2026	\$ 585.85	\$ 920.49	\$ 134.57	\$ 112.82	\$ 1,753.73
2027	\$ 603.60	\$ 899.99	\$ 137.26	\$ 109.89	\$ 1,750.74
2028	\$ 621.35	\$ 878.86	\$ 140.00	\$ 106.87	\$ 1,747.09
2029	\$ 639.11	\$ 857.11	\$ 142.80	\$ 103.77	\$ 1,742.79
2030	\$ 674.61	\$ 834.75	\$ 145.66	\$ 100.57	\$ 1,755.59
2031	\$ 692.37	\$ 807.76	\$ 148.57	\$ 97.20	\$ 1,745.90
2032	\$ 727.87	\$ 780.07	\$ 151.54	\$ 93.74	\$ 1,753.22
2033	\$ 745.63	\$ 750.95	\$ 154.57	\$ 90.10	\$ 1,741.25
2034	\$ 781.13	\$ 721.13	\$ 157.67	\$ 86.37	\$ 1,746.29
2035	\$ 816.64	\$ 689.88	\$ 160.82	\$ 82.46	\$ 1,749.80
2036	\$ 852.14	\$ 657.22	\$ 164.04	\$ 78.38	\$ 1,751.77
2037	\$ 887.65	\$ 623.13	\$ 167.32	\$ 74.12	\$ 1,752.21
2038	\$ 905.40	\$ 587.62	\$ 170.66	\$ 69.68	\$ 1,733.37
2039	\$ 958.66	\$ 551.41	\$ 174.08	\$ 65.15	\$ 1,749.30
2040	\$ 994.17	\$ 513.06	\$ 177.56	\$ 60.36	\$ 1,745.15
2041	\$ 1,029.67	\$ 470.81	\$ 181.11	\$ 55.39	\$ 1,736.98
2042	\$ 1,082.93	\$ 427.05	\$ 184.73	\$ 50.24	\$ 1,744.95
2043	\$ 1,118.44	\$ 381.02	\$ 188.42	\$ 44.83	\$ 1,732.71
2044	\$ 1,171.70	\$ 333.49	\$ 192.19	\$ 39.23	\$ 1,736.61
2045	\$ 1,224.96	\$ 283.69	\$ 196.04	\$ 33.38	\$ 1,738.06
2046	\$ 1,278.21	\$ 231.63	\$ 199.96	\$ 27.25	\$ 1,737.06
2047	\$ 1,331.47	\$ 177.31	\$ 203.96	\$ 20.86	\$ 1,733.60
2048	\$ 1,384.73	\$ 120.72	\$ 208.04	\$ 14.20	\$ 1,727.69
2049	\$ 1,455.74	\$ 61.87	\$ 212.20	\$ 7.28	\$ 1,737.09
Total	\$ 24,729.90	\$ 17,423.48	\$ 4,606.14	\$ 2,102.93	\$ 48,862.46

Notes:

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

APPENDIX B-9 – PHASE 2B, 2C, AND 3A1 LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 2B, 2C, AND 3A1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$22,963.48

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 *Williamsburg Public Improvement District No. 1* (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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. 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:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 2B, 2C, AND 3A1 LOT TYPE 1

Installment Due 1/31	Principal	Interest	Collection Costs	Administrative Costs	Total
2022	\$ 478.06	\$ 919.57	\$ 115.44	\$ 114.82	\$ 1,627.89
2023	\$ 494.55	\$ 904.63	\$ 117.75	\$ 112.43	\$ 1,629.35
2024	\$ 511.03	\$ 889.18	\$ 120.10	\$ 109.95	\$ 1,630.26
2025	\$ 527.52	\$ 873.21	\$ 122.50	\$ 107.40	\$ 1,630.63
2026	\$ 544.00	\$ 854.74	\$ 124.95	\$ 104.76	\$ 1,628.46
2027	\$ 560.49	\$ 835.70	\$ 127.45	\$ 102.04	\$ 1,625.68
2028	\$ 576.97	\$ 816.09	\$ 130.00	\$ 99.24	\$ 1,622.30
2029	\$ 593.46	\$ 795.89	\$ 132.60	\$ 96.35	\$ 1,618.30
2030	\$ 626.43	\$ 775.12	\$ 135.25	\$ 93.39	\$ 1,630.19
2031	\$ 642.91	\$ 750.06	\$ 137.96	\$ 90.25	\$ 1,621.19
2032	\$ 675.88	\$ 724.35	\$ 140.72	\$ 87.04	\$ 1,627.99
2033	\$ 692.37	\$ 697.31	\$ 143.53	\$ 83.66	\$ 1,616.87
2034	\$ 725.34	\$ 669.62	\$ 146.40	\$ 80.20	\$ 1,621.56
2035	\$ 758.31	\$ 640.60	\$ 149.33	\$ 76.57	\$ 1,624.81
2036	\$ 791.28	\$ 610.27	\$ 152.32	\$ 72.78	\$ 1,626.65
2037	\$ 824.25	\$ 578.62	\$ 155.36	\$ 68.82	\$ 1,627.06
2038	\$ 840.73	\$ 545.65	\$ 158.47	\$ 64.70	\$ 1,609.56
2039	\$ 890.19	\$ 512.02	\$ 161.64	\$ 60.50	\$ 1,624.35
2040	\$ 923.15	\$ 476.41	\$ 164.87	\$ 56.05	\$ 1,620.49
2041	\$ 956.12	\$ 437.18	\$ 168.17	\$ 51.43	\$ 1,612.91
2042	\$ 1,005.58	\$ 396.54	\$ 171.54	\$ 46.65	\$ 1,620.31
2043	\$ 1,038.55	\$ 353.81	\$ 174.97	\$ 41.62	\$ 1,608.95
2044	\$ 1,088.00	\$ 309.67	\$ 178.47	\$ 36.43	\$ 1,612.57
2045	\$ 1,137.46	\$ 263.43	\$ 182.03	\$ 30.99	\$ 1,613.91
2046	\$ 1,186.91	\$ 215.09	\$ 185.68	\$ 25.30	\$ 1,612.98
2047	\$ 1,236.37	\$ 164.64	\$ 189.39	\$ 19.37	\$ 1,609.77
2048	\$ 1,285.82	\$ 112.10	\$ 193.18	\$ 13.19	\$ 1,604.28
2049	\$ 1,351.76	\$ 57.45	\$ 197.04	\$ 6.76	\$ 1,613.01
Total	\$ 22,963.48	\$ 16,178.95	\$ 4,277.13	\$ 1,952.72	\$ 45,372.28

Notes:

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

APPENDIX B-10 – PHASE 2A AND 3A2 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 RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 2A AND 3A2 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$7,700,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 **Williamsburg Public Improvement District No. 1** (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned 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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER

STATE OF TEXAS
COUNTY OF _____

§
§
§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 2A AND 3A2 INITIAL PARCEL

Installment Due 1/31	Principal	Interest ^[a]	Collection Costs	Total ^[b]
2022	\$ 65,000.00	\$ 423,500.00	\$ 40,000.00	\$ 528,500.00
2023	\$ 68,998.11	\$ 419,925.00	\$ 40,800.00	\$ 529,723.11
2024	\$ 72,793.01	\$ 416,130.10	\$ 41,616.00	\$ 530,539.11
2025	\$ 76,796.62	\$ 412,126.49	\$ 42,448.32	\$ 531,371.43
2026	\$ 81,020.44	\$ 407,902.67	\$ 43,297.29	\$ 532,220.40
2027	\$ 152,228.63	\$ 336,694.48	\$ 44,163.23	\$ 533,086.34
2028	\$ 159,215.92	\$ 329,707.19	\$ 45,046.50	\$ 533,969.61
2029	\$ 166,523.93	\$ 322,399.18	\$ 45,947.43	\$ 534,870.54
2030	\$ 174,167.38	\$ 314,755.73	\$ 46,866.38	\$ 535,789.49
2031	\$ 182,161.66	\$ 306,761.45	\$ 47,803.70	\$ 536,726.81
2032	\$ 190,522.88	\$ 298,400.23	\$ 48,759.78	\$ 537,682.89
2033	\$ 199,267.88	\$ 289,655.23	\$ 49,734.97	\$ 538,658.08
2034	\$ 208,414.28	\$ 280,508.83	\$ 50,729.67	\$ 539,652.78
2035	\$ 217,980.49	\$ 270,942.62	\$ 51,744.27	\$ 540,667.38
2036	\$ 227,985.80	\$ 260,937.31	\$ 52,779.15	\$ 541,702.26
2037	\$ 238,450.35	\$ 250,472.76	\$ 53,834.73	\$ 542,757.84
2038	\$ 249,395.22	\$ 239,527.89	\$ 54,911.43	\$ 543,834.54
2039	\$ 260,842.46	\$ 228,080.65	\$ 56,009.66	\$ 544,932.77
2040	\$ 272,815.13	\$ 216,107.98	\$ 57,129.85	\$ 546,052.96
2041	\$ 285,337.34	\$ 203,585.77	\$ 58,272.45	\$ 547,195.56
2042	\$ 298,434.33	\$ 190,488.79	\$ 59,437.90	\$ 548,361.01
2043	\$ 312,132.46	\$ 176,790.65	\$ 60,626.65	\$ 549,549.76
2044	\$ 326,459.34	\$ 162,463.77	\$ 61,839.19	\$ 550,762.30
2045	\$ 341,443.82	\$ 147,479.29	\$ 63,075.97	\$ 551,999.08
2046	\$ 357,116.10	\$ 131,807.01	\$ 64,337.49	\$ 553,260.60
2047	\$ 373,507.73	\$ 115,415.39	\$ 65,624.24	\$ 554,547.35
2048	\$ 390,651.73	\$ 98,271.38	\$ 66,936.72	\$ 555,859.84
2049	\$ 408,582.64	\$ 80,340.47	\$ 68,275.46	\$ 557,198.57
2050	\$ 427,336.59	\$ 61,586.52	\$ 69,640.97	\$ 558,564.08
2051	\$ 446,951.34	\$ 41,971.77	\$ 71,033.79	\$ 559,956.90
2052	\$ 467,466.40	\$ 21,456.71	\$ 72,454.46	\$ 561,377.57
Total	\$ 7,700,000.00	\$ 7,456,193.33	\$ 1,695,177.63	\$ 16,851,370.96

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.59% dated 11/4/2021, as allowed by the PID Act. Interest is calculated at 4.59% each year thereafter, which is 2% above the Bond Buyer Index of 2.59% dated 11/4/2021, as allowed by the PID Act.

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

APPENDIX B-11 – PHASE 2A AND 3A2 LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 2A AND 3A2 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$28,461.76

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 *Williamsburg Public Improvement District No. 1* (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 2A AND 3A2 LOT TYPE 1

Installment Due 1/31	Principal	Interest ^[a]	Collection Costs	Total ^[b]
2022	\$ 240.26	\$ 1,565.40	\$ 147.85	\$ 1,953.51
2023	\$ 240.26	\$ 1,552.18	\$ 150.81	\$ 1,943.25
2024	\$ 253.47	\$ 1,538.97	\$ 153.83	\$ 1,946.27
2025	\$ 267.42	\$ 1,525.03	\$ 156.90	\$ 1,949.35
2026	\$ 282.12	\$ 1,510.32	\$ 160.04	\$ 1,952.48
2027	\$ 572.14	\$ 1,220.30	\$ 163.24	\$ 1,955.68
2028	\$ 597.83	\$ 1,194.61	\$ 166.51	\$ 1,958.95
2029	\$ 624.67	\$ 1,167.77	\$ 169.84	\$ 1,962.28
2030	\$ 652.72	\$ 1,139.72	\$ 173.23	\$ 1,965.68
2031	\$ 682.03	\$ 1,110.42	\$ 176.70	\$ 1,969.14
2032	\$ 712.65	\$ 1,079.79	\$ 180.23	\$ 1,972.67
2033	\$ 744.65	\$ 1,047.79	\$ 183.84	\$ 1,976.28
2034	\$ 778.08	\$ 1,014.36	\$ 187.51	\$ 1,979.96
2035	\$ 813.02	\$ 979.42	\$ 191.26	\$ 1,983.71
2036	\$ 849.52	\$ 942.92	\$ 195.09	\$ 1,987.53
2037	\$ 887.67	\$ 904.78	\$ 198.99	\$ 1,991.43
2038	\$ 927.52	\$ 864.92	\$ 202.97	\$ 1,995.41
2039	\$ 969.17	\$ 823.27	\$ 207.03	\$ 1,999.47
2040	\$ 1,012.68	\$ 779.76	\$ 211.17	\$ 2,003.61
2041	\$ 1,058.15	\$ 734.29	\$ 215.39	\$ 2,007.84
2042	\$ 1,105.66	\$ 686.78	\$ 219.70	\$ 2,012.14
2043	\$ 1,155.31	\$ 637.13	\$ 224.10	\$ 2,016.54
2044	\$ 1,207.18	\$ 585.26	\$ 228.58	\$ 2,021.02
2045	\$ 1,261.38	\$ 531.06	\$ 233.15	\$ 2,025.59
2046	\$ 1,318.02	\$ 474.42	\$ 237.81	\$ 2,030.25
2047	\$ 1,377.20	\$ 415.24	\$ 242.57	\$ 2,035.01
2048	\$ 1,439.04	\$ 353.41	\$ 247.42	\$ 2,039.86
2049	\$ 1,503.65	\$ 288.79	\$ 252.37	\$ 2,044.81
2050	\$ 1,571.16	\$ 221.28	\$ 257.42	\$ 2,049.86
2051	\$ 1,641.71	\$ 150.73	\$ 262.56	\$ 2,055.01
2052	\$ 1,715.42	\$ 77.02	\$ 267.82	\$ 2,060.26
Total	\$ 28,461.76	\$ 27,117.16	\$ 6,265.94	\$ 61,844.86

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

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

APPENDIX B-12 – PHASE 2A AND 3A2 LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FATE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[SAMPLE]

STREET ADDRESS

PHASE 2A AND 3A2 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$27,586.01

As the purchaser of the real property described above, you are obligated to pay assessments to City of Fate, 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 **Williamsburg Public Improvement District No. 1** (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 Fate. The exact amount of each annual installment will be approved each year by the Fate 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 Fate.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall 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:

[SAMPLE]
SIGNATURE OF PURCHASER

[SAMPLE]
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:

[SAMPLE]
SIGNATURE OF SELLER

[SAMPLE]
SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

[SAMPLE]

SIGNATURE OF PURCHASER

[SAMPLE]

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Rockwall County.

ANNUAL INSTALLMENTS - PHASE 2A AND 3A2 LOT TYPE 2

Installment Due						
1/31	Principal	Interest ^[a]	Collection Costs	Total ^[b]		
2022	\$ 232.87	\$ 1,517.23	\$ 143.30	\$	\$	1,893.40
2023	\$ 232.87	\$ 1,504.42	\$ 146.17	\$	\$	1,883.46
2024	\$ 245.67	\$ 1,491.62	\$ 149.09	\$	\$	1,886.38
2025	\$ 259.19	\$ 1,478.10	\$ 152.08	\$	\$	1,889.37
2026	\$ 273.44	\$ 1,463.85	\$ 155.12	\$	\$	1,892.41
2027	\$ 554.54	\$ 1,182.75	\$ 158.22	\$	\$	1,895.51
2028	\$ 579.43	\$ 1,157.86	\$ 161.38	\$	\$	1,898.67
2029	\$ 605.45	\$ 1,131.84	\$ 164.61	\$	\$	1,901.90
2030	\$ 632.64	\$ 1,104.65	\$ 167.90	\$	\$	1,905.19
2031	\$ 661.04	\$ 1,076.25	\$ 171.26	\$	\$	1,908.55
2032	\$ 690.72	\$ 1,046.57	\$ 174.69	\$	\$	1,911.98
2033	\$ 721.73	\$ 1,015.56	\$ 178.18	\$	\$	1,915.47
2034	\$ 754.14	\$ 983.15	\$ 181.74	\$	\$	1,919.03
2035	\$ 788.00	\$ 949.29	\$ 185.38	\$	\$	1,922.67
2036	\$ 823.38	\$ 913.91	\$ 189.09	\$	\$	1,926.38
2037	\$ 860.35	\$ 876.94	\$ 192.87	\$	\$	1,930.16
2038	\$ 898.98	\$ 838.31	\$ 196.73	\$	\$	1,934.02
2039	\$ 939.35	\$ 797.94	\$ 200.66	\$	\$	1,937.95
2040	\$ 981.52	\$ 755.77	\$ 204.67	\$	\$	1,941.96
2041	\$ 1,025.59	\$ 711.70	\$ 208.77	\$	\$	1,946.06
2042	\$ 1,071.64	\$ 665.65	\$ 212.94	\$	\$	1,950.23
2043	\$ 1,119.76	\$ 617.53	\$ 217.20	\$	\$	1,954.49
2044	\$ 1,170.04	\$ 567.25	\$ 221.54	\$	\$	1,958.83
2045	\$ 1,222.57	\$ 514.72	\$ 225.98	\$	\$	1,963.27
2046	\$ 1,277.47	\$ 459.82	\$ 230.50	\$	\$	1,967.79
2047	\$ 1,334.82	\$ 402.47	\$ 235.11	\$	\$	1,972.40
2048	\$ 1,394.76	\$ 342.53	\$ 239.81	\$	\$	1,977.10
2049	\$ 1,457.38	\$ 279.91	\$ 244.60	\$	\$	1,981.89
2050	\$ 1,522.82	\$ 214.47	\$ 249.50	\$	\$	1,986.79
2051	\$ 1,591.19	\$ 146.10	\$ 254.49	\$	\$	1,991.78
2052	\$ 1,662.64	\$ 74.65	\$ 259.58	\$	\$	1,996.87
Total	\$ 27,586.01	\$ 26,282.79	\$ 6,073.14	\$	\$	59,941.94

Notes:

[a] Interest is calculated at 5.5% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act. Interest is calculated at 4.49% each year thereafter, which is 2% above the Bond Buyer Index of 2.49% dated 11/18/2021, as allowed by the PID Act.

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

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

THIS PAGE IS LEFT BLANK INTENTIONALLY.

Proposed Form of Opinion of Bond Counsel

An opinion in substantially the following form will be delivered by McCall, Parkhurst & Horton L.L.P., Bond Counsel, upon the delivery of the Bonds, assuming no material changes in facts or law.

**CITY OF FATE, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1 PHASE 2A AND 3A2)**

IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ _____

AS BOND COUNSEL for the City of Fate, Texas (the “Issuer”), we have examined into the legality and validity of the issue of the bonds described above (the “Bonds”), which bear interest from the date specified in the text of the Bonds, until maturity or prior redemption, at the rates and payable on the dates as stated in the text of the Bonds, all in accordance with the Ordinance authorizing the issuance of the Bonds (the “Bond Ordinance”) and the Trust Indenture (as defined below).

WE HAVE EXAMINED the applicable and pertinent provisions of the Constitution and laws of the State of Texas, and have examined and relied upon a transcript of certified proceedings of the Issuer and other pertinent instruments furnished by the Issuer relating to the authorization, issuance and delivery of the Bonds; and we have examined various certificates and documents executed by officers and officials of the Issuer upon which certificates and documents we rely as to certain matters stated below. We have also examined one executed Bond which we found to be in proper form and duly executed.

BASED ON SAID EXAMINATION, IT IS OUR OPINION that the Bonds have been duly authorized, and have been duly issued and delivered, all in accordance with law, and that, except as may be limited by laws relating to governmental immunity, bankruptcy, reorganization, and other similar matters affecting creditors’ rights or by general principles of equity which permit the exercise of judicial discretion, (i) the Bonds constitute valid and legally binding obligations of the Issuer which are payable as to principal and interest from the sources provided in the Bond Ordinance and the Indenture of Trust between the Issuer and Wilmington Trust, National Association (the “Trust Indenture”), (ii) the covenants and agreements in the Trust Indenture constitute valid and binding obligations of the Issuer, (iii) the Bonds constitute valid and legally binding special obligations of the Issuer secured as set forth under the Trust Indenture, and (iv) the Bonds are payable in accordance with the priorities established in the Trust Indenture from the sources provided therein.

THE ISSUER has reserved the right, subject to the restrictions stated in the Trust Indenture, to amend the Trust Indenture in the manner provided therein; and under some (but not all) circumstances amendments thereto must be approved by the registered owners



of a majority in principal amount of all outstanding bonds affected by such amendment and secured by the Trust Indenture.

THE REGISTERED OWNERS of the Bonds shall never have the right to demand payment of the principal thereof or interest thereon out of any funds raised or to be raised by taxation, or from any source whatsoever other than specified in the Trust Indenture.

IT IS FURTHER OUR OPINION that, except as discussed below, the interest on the Bonds is excludable from the gross income of the owners for federal income tax purposes under the statutes, regulations, published rulings, and court decisions existing on the date of this opinion. We are further of the opinion that the Bonds are not “specified private activity bonds” and that, accordingly, interest on the Bonds will not be included as an individual alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the “Code”). In expressing the aforementioned opinions, we have relied on certain representations, the accuracy of which we have not independently verified, and assume compliance with certain covenants regarding the use and investment of the proceeds of the Bonds and the use of the property financed therewith. We call your attention to the fact that if such representations are determined to be inaccurate or if the Issuer fails to comply with such covenants, interest on the Bonds may become includable in gross income retroactively to the date of issuance of the Bonds.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Bonds, including the amount, accrual or receipt of interest on, the Bonds. Owners of the Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Bonds.

OUR OPINIONS ARE BASED ON EXISTING LAW, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the “Service”); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Issuer as the taxpayer. We observe that the Issuer has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.



WE EXPRESS NO OPINION as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bonds, nor as to any such insurance policies issued in the future.

OUR SOLE ENGAGEMENT in connection with the issuance of the Bonds is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering our opinions with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Bonds for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the Issuer, or the disclosure thereof in connection with the sale of the Bonds, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Bonds. Our role in connection with the Issuer's Limited Offering Memorandum prepared for use in connection with the sale of the Bonds has been limited as described therein.

Respectfully,

THIS PAGE IS LEFT BLANK INTENTIONALLY.

APPENDIX D-1

FORM OF DISCLOSURE AGREEMENT OF ISSUER

THIS PAGE IS LEFT BLANK INTENTIONALLY.

**CITY OF FATE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1 PHASE 2A AND 3A2)**

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of May 1, 2022 (this “Disclosure Agreement”) is executed and delivered by and between the City of Fate, Texas (the “Issuer”), P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. (in such capacity, the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2022 (Williamsburg Public Improvement District No. 1 Phase 2A and 3A2)” (the “Bonds”). The Issuer, the Administrator and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of April 15, 2022, between the Issuer and the Trustee relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean P3Works, LLC, or an officer or employee of the City or third-party designee of the City who is not an officer or employee thereof, identified in any indenture of trust relating to the Bonds, the Service and Assessment Plan, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

“Affiliate” shall mean an entity that owns property within the District and is controlled by, controls, or is under common control with the Developer.

“Annual Administrative Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Bond Disclosure Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4(a) of this Disclosure Agreement.

“Assessments” shall have the meaning assigned to such term in the Indenture.

“Business Day” shall have the meaning assigned to such term in the Indenture.

“Developer” shall mean D.R. Horton – Texas, Ltd., a Texas limited partnership, and its successors and assigns, including any Affiliate.

“Disclosure Agreement of the Developer” shall mean the Continuing Disclosure Agreement of Developer dated as of the date hereof, executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean such officer or employee of the Issuer as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Williamsburg Public Improvement District No. 1.

“EMMA” shall mean the Electronic Municipal Market Access System administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the calendar year from October 1 through September 30.

“Foreclosure Proceeds” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall have the meaning assigned to such term in the Indenture.

Section 3. Provision of Annual Bond Disclosure Reports.

(a) The Issuer shall cause and hereby directs the Administrator to compile and prepare the Annual Issuer Report. The Administrator shall provide such Annual Issuer Report to the Issuer and the Dissemination Agent no later than 10 Business Days before the expiration of six months after the end of each Fiscal Year.

(b) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ended September 30, 2022, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six months after the end of the Issuer's Fiscal Year. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Issuer shall or shall cause the Dissemination Agent to:

(1) determine the filing address or other filing location of the MSRB each year within ten (10) Business Days prior to filing the Annual Issuer Report on the date required in subsection (a);

(2) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof;

(3) file audited financial statements of the Issuer pursuant to Section 4(b) herein; and

(4) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

Section 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) Within six months after the end of each Fiscal Year (any or all of which may be unaudited),

(1) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding; and

(B) The amounts in the funds and accounts held under the Indenture securing the Bonds.

(2) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(3) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented, including any changes to the methodology for levying the Assessments since the report of the most recent Fiscal Year.

(4) The individual and aggregate taxable assessed valuation (for both land value and improvement value to the extent such information is available from the relevant Appraisal Districts) for parcels or lots within Phase 2A and 3A2 of the District, including the owner of each parcel or lot and a summary of lot/parcel count by ownership, based on the most recent certified tax roll available to the Issuer.

(5) The current or delinquent status of the payment of the Assessment for each parcel or lot in Phase 2A or 3A2 of the District as of March 1 of the calendar year immediately succeeding such Fiscal Year.

(6) The total amount of (A) Annual Installments invoiced, (B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator), (C) delinquent Annual Installments, (D) delinquent Assessments collected, (E) Foreclosure Proceeds collected, and (F) prepaid Assessments collected, as of the March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(7) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited

financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator or, if no Administrator is designated, the Issuer's staff, shall prepare the Annual Financial Information.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person,

other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a financial obligation of the obligated person, if material, or agreements to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the issuance of additional bonds under the Indenture or the incurrence of additional obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 5 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Issuer more than ten (10) Business Days after the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. The form for submitting such notice is attached hereto as Exhibit A.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than three (3) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. The Issuer acknowledges the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subsection (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

Section 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent

may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

Section 7. Dissemination Agent. The Dissemination Agent agrees to perform the duties set forth in this Disclosure Agreement. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder is set forth in Section 2.

Section 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may (and, at the request of the Owners of at least 25% aggregate principal amount of Outstanding Bonds, the Dissemination Agent shall, upon being indemnified to its satisfaction) take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event

described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

The Administrator shall not have any responsibility for the (1) accuracy of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, or (2) the untimeliness of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, except where such untimeliness is attributable to the actions or inactions of the Administrator. The Administrator shall have only such duties as are specifically set forth in Sections 3 and 4 of this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability resulting from information provided to the Administrator by the Issuer, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties or the Developer, or the failure of any third party or the Developer to provide information to the Administrator as and when required under this Disclosure Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN

THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. NEITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR IS UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit B which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

Section 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator or the Dissemination Agent in other than that person's official capacity.

Section 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

Section 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Administrative Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from Assessments collected from the property

owners in the District, for fees and expenses for the Dissemination Agent's or Administrator's services, as the case may be, rendered in accordance with this Disclosure Agreement. The Dissemination Agent and the Administrator both separately agree and represent that the total compensation due to the Dissemination Agent or the Administrator, as the case may be, pursuant to this Disclosure Agreement shall not exceed the dollar limitation set forth in Section 2271.002, Texas Government Code, Section 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and Section 2274.002(a)(2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

Section 18. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator, each respectively, represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator, each respectively, and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

Section 19. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

Section 20. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

Section 21. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Section 22. Disclosure Agreement of the Developer. Concurrently with the execution and delivery of this Disclosure Agreement, the Dissemination Agent and Administrator have entered into the Disclosure Agreement of the Developer. Except as provided in Section 6 of the Disclosure Agreement of the Developer, the parties agree that the Issuer has no obligation to assume any of the duties of the Developer under the terms of the Disclosure Agreement of the Developer.

CITY OF FATE, TEXAS

By: _____
City Manager

DISSEMINATION AGENT:

HTS Continuing Disclosure Services, a Division of
Hilltop Securities, Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

ADMINISTRATOR:

P3Works, LLC a Texas limited liability company

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT

Name of Issuer: City of Fate, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022 (Williamsburg Public Improvement District No. 1 Phase 2A and 3A2)
Date of Delivery: _____

NOTICE IS HEREBY GIVEN that the City of Fate, Texas, has not provided [an Annual Issuer Report] [annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement dated May 1, 2022, between the Issuer and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report] [annual audited financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., on behalf of the City of Mesquite, Texas (as Dissemination Agent)

By: _____
Title: _____

cc: City of Fate, Texas

EXHIBIT B

BASIC TIMELINE FOR SPECIAL ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	Assessments Delinquent if not received
		Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.
		Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 1. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified.
		Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment
		At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure.
		Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 1. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified.
February 15	15	Issuer and/or Administrator should be aware of actual and specific delinquencies
		Trustee pays bond interest payments to bondholders.
		Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
		Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or Fund for debt service.
		Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.
		Issuer determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 5	33/34	Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies.
		If any property owner with ownership of property responsible for more than \$10,000 of the Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Assessments.
April 15	74/75	Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity.
		If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	89/90	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	103/104	The designated lawyers or law firm will be preparing the formal foreclosure documents and

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
		will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
June 1	120/121	Foreclosure action to be filed with the court.
June 15	134/135	Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status. Dissemination Agent notifies bondholders.
July 1	150/151	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

THIS PAGE IS LEFT BLANK INTENTIONALLY.

APPENDIX D-2

FORM OF DISCLOSURE AGREEMENT OF DEVELOPER

THIS PAGE IS LEFT BLANK INTENTIONALLY.

CITY OF FATE, TEXAS,

**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WILLIAMSBURG PUBLIC IMPROVEMENT DISTRICT NO. 1 PHASE 2A AND 3A2)**

CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER

This Continuing Disclosure Agreement dated as of May 1, 2022 (this “Disclosure Agreement”) is executed and delivered by and among D.R. Horton – Texas, Ltd., a Texas limited partnership (the “Developer”), P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. (in such capacity, the “Dissemination Agent”) with respect to the “City of Fate, Texas, Special Assessment Revenue Bonds, Series 2022 (Williamsburg Public Improvement District No. 1 Phase 2A and 3A2)” (the “Bonds”). The Developer, Administrator and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Developer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of April 15, 2022, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean P3Works, LLC, or an officer or employee of the City or third-party designee of the City who is not an officer or employee thereof, identified in any indenture of trust relating to the Bonds, the Service and Assessment Plan, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

“Affiliate” shall mean an entity that owns property within the District and is controlled by, controls, or is under common control with the Developer, including any Subsequent Third-Party Owner.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Assessments” shall have the meaning assigned to such term in the Indenture.

“Business Day” shall have the meaning assigned to such term in the Indenture.

“Developer” shall mean D.R. Horton-Texas, Ltd. a Texas limited partnership, its successors and assigns, including any Affiliate of the Developer.

“Dissemination Agent” shall mean HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Williamsburg Public Improvement District No. 1.

“EMMA” shall mean the Electronic Municipal Market Access System administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the twelve (12) month period from October 1 through September 30.

“Issuer” shall mean the City of Fate, Texas.

“Issuer Disclosure Agreement” shall mean the Continuing Disclosure Agreement of the Issuer dated as of the date hereof executed and delivered by the Issuer, the Administrator and the Dissemination Agent.

“Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Phase 2A and 3A2 Improvements” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Quarterly Filing Date” shall mean each March 31, June 30, September 30 and December 31, beginning September 30, 2022.

“Quarterly Improvement Implementation Report” shall mean any Quarterly Improvement Implementation Report prepared by the Administrator pursuant to, and as described in, Section 3 of this Disclosure Agreement.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Subsequent Third-Party Owner” shall have the meaning assigned to such term in Section 3(h) of this Disclosure Agreement.

“Termination Notice” shall have the meaning assigned to such term in Section 5(b) of this Disclosure Agreement.

“Trustee” shall have the meaning assigned to such term in the Indenture.

Section 3. Quarterly Improvement Implementation Reports.

(a) The Developer shall provide, or cause to be provided, to the Administrator, at its cost and expense, no more than twenty (20) Business Days and no less than fifteen (15) Business Days prior to each Quarterly Filing Date, any information in its knowledge or possession or that will enable the Administrator to complete each Quarterly Improvement Implementation Report containing the information described in this Section 3 for the quarter ending on such Quarterly Filing Date (or cause to be provided by a Subsequent Third-Party Owner as set forth in Section 3(h) herein), such information required for the preparation of each Quarterly Improvement Implementation Report during the period from the delivery of the Bonds until such time as the Developer is no longer responsible for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installments of Assessments for any year.

(b) The Administrator shall provide to the Issuer, the Developer and the Dissemination Agent, at least ten (10) days prior to each Quarterly Filing Date, each Quarterly Improvement Implementation Report containing the information described in this Section 3 for such quarter.

(c) The Developer shall review each Quarterly Improvement Implementation Report submitted by the Administrator pursuant to Section 3(b) above and shall, no less than five (5) days prior to each Quarterly Filing Date, authorize the Dissemination Agent to provide such information to the MSRB.

(d) The Dissemination Agent shall, subject to Section 3(a) through 3(c) above, file each Quarterly Improvement Implementation Report on or before the corresponding Quarterly Filing Date.

(e) The Dissemination Agent shall, upon written notice from the Developer, notify the MSRB, in a timely manner, of any failure by to provide all or any part of the Quarterly Report as required under this Disclosure Agreement. Additionally, if the Developer neither files nor provides or causes to be provided to the Dissemination all or any part of the Quarterly Report by the fifteenth Business day after the Quarterly Filing Date, the Dissemination Agent shall file a Notice of Failure to File with the MSRB.

(f) Each Quarterly Improvement Implementation Report shall include:

(i) Statement from the Developer as to the status of acquisition loans, development loans and any permanent financing with respect to any development undertaken by the Developer in Phase 2A and 3A2 of the District not financed with Bond proceeds, including loan balance, existence of deeds of trust or other similar encumbrances

against the property in Phase 2A and 3A2 of the District, and the existence of any default and remaining term;

(ii) Status of lot sales from the Developer to any other party by type and average pricing, as well as anticipated future absorption projections; and

(iii) A statement as to material changes, if any, in the form, organization or controlling ownership of the Developer.

(g) Additionally, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

(i) The number, dollar amount, and property type (e.g., developed lots, undeveloped pads, parcels, raw land) in Phase 2A and 3A2 of the District under contract with wholesale purchasers and the name of each such purchaser;

(ii) A listing of any Subsequent Third-Party Owners liable for payment of at least twenty percent (20%) of the Assessments, the amount of the levy of Assessments against the property owned by such Subsequent Third-Party Owner, and the percentage of such Assessments relative to the entire levy of Assessments; and

(iii) For each residential home builder (including the Developer so long as it acts as a residential home builder within in Phase 2A and 3A2 of the District, on a per quarter and running total basis, (A) the number of residential units for which construction has begun, (B) the number of residential units for which construction has been completed, (C) the number of residential units which have been sold to end users and the average sales price therefor and (D) the estimated date of completion for all residential units expected to be constructed in 2A and 3A2 of the District.

(h) If the Developer sells, assigns or otherwise transfers ownership of real property in the Phase 2A and 3A2 of the District to a third party, which results in such third party, including any Affiliate of such third party, owning property representing at least twenty percent (20%) of the total Annual Installments of the Assessments first coming due after such transfer of ownership (a "Subsequent Third-Party Owner"), the Developer shall require such Subsequent Third-Party Owner to comply with the Developer's obligations hereunder with respect to such acquired real property for so long as such Subsequent Third-Party Owner is the owner of property representing at least twenty percent (20%) of the total of Annual Installments of the Assessments next coming due. The Developer shall deliver to the Dissemination Agent and the Issuer, a written acknowledgement from each Subsequent Third-Party Owner, acknowledging its obligations under this Disclosure Agreement. Upon any such transfer to a Subsequent Third-Party Owner, and such Subsequent Third-Party Owner's assumption of Developer's obligations under this Disclosure Agreement as to the property transferred, Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred. For the avoidance of doubt, Developer shall require that any Subsequent Third-Party Owner comply with the obligations of this Section 3(h) with respect to any subsequent transfers to other Subsequent Third-Party Owners by such Subsequent Third-Party Owner.

Section 4. Event Reporting Obligations of Developer.

(a) Pursuant to the provisions of this Section 4, each of the following is a Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes due or any assessments levied and due within in Phase 2A and 3A2 of the District on a parcel owned by the Developer before such taxes and Assessments become delinquent;

(ii) Material damage to or destruction of any development or improvements in Phase 2A and 3A2 of the District, including the Phase 2A and 3A2 Improvements;

(iii) The bankruptcy, insolvency, or similar filing of the Developer or any determination that the Developer is unable to pay its debts as they become due;

(iv) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(v) The filing of any lawsuit against the Developer which would materially adversely affect the financial condition of the Developer; and

(vi) Any material change in the legal structure, chief executive officer or controlling ownership of the Developer.

Whenever the Developer obtains actual knowledge of the occurrence of a Listed Event, the Developer shall, within five (5) Business Days, notify the Issuer the Administrator and the Dissemination Agent in writing and the Developer shall direct the Dissemination Agent, to immediately file a notice of such occurrence with the MSRB. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the Developer desires to make, the written authorization of the Developer for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after Developer becomes aware of the occurrence of the Listed Event); provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Developer more than ten (10) Business Days after the occurrence of such Listed Event.

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Issuer and the Developer of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Developer to do so; provided that the Dissemination Agent shall file such

notice by the tenth Business Day after such event if no written instructions from the Developer have been received. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Developer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Developer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Developer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If the Dissemination Agent has been instructed by the Developer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Developer more than ten (10) Business Days after the occurrence of such Listed Event.

Section 5. Termination of Reporting Obligations.

(a) The obligations of the Developer, any Subsequent Third-Party Owner, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate (i) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (ii) when the Developer, or any Subsequent Third-Party Owner, is no longer responsible for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installment of Assessments for any year.

(b) At such time that neither the Developer, or any Subsequent Third-Party Owner, is responsible for payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installments of Assessment for any year, the Administrator shall provide written notice to the Developer, any Subsequent Third-Party Owner, and the Issuer that no party is responsible for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installment of Assessments for any year (the “Termination Notice”). The Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB within ten (10) Business Days of its receipt thereof.

(c) The reporting obligations of the Administrator and the Dissemination Agent under this Disclosure agreement shall terminate (i) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (ii) when the Developer and any Subsequent Third-Party Owner, if any, are no longer responsible for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installment of Assessments for any year and any Termination Notice required by subsection (b) of this Section 5 has been provided to the MSRB

Section 6. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out the

Developer's obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc.

Section 7. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent or the Issuer may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed).

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Developer shall describe such amendment in the next related Quarterly Improvement Implementation Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Developer. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 7 to the Issuer.

Section 8. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If the Developer chooses to include any information in any Quarterly Improvement Implementation Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

Section 9. Default. In the event of a failure of the Developer or Administrator to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial

owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Developer and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer or Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by the Developer shall not be deemed a default by the Issuer under the Issuer Disclosure Agreement, and a default by the Issuer under the Issuer Disclosure Agreement shall not be deemed a default by the Developer or Administrator under the Disclosure Agreement.

Section 10. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a financial advisory relationship with the Issuer in connection with the transaction described in the Indenture shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 4 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Developer agrees to hold harmless the Administrator, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the

Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an “obligated person” under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE DEVELOPER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DEVELOPER, THE DISSEMINATION AGENT OR THE ADMINISTRATOR, RESPECTIVELY, \WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 11. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Developer, the Administrator or Dissemination Agent in other than that person’s official capacity.

Section 12. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the Administrator, the Dissemination Agent, the Issuer, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 14. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute an Annual Administrative Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Dissemination Agent has entered into a separate agreement with the Issuer, which agreement provides for the payment of the fees and expenses of the Dissemination Agent for its services render in accordance with this Disclosure Agreement.

Section 15. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute an Annual Administrative Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services render in accordance with this Disclosure Agreement.

Section 16. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

Section 17. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Developer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

The remainder of this page is intentionally left blank.

DISSEMINATION AGENT:

HTS Continuing Disclosure Services a division of
Hilltop Securities, Inc.

By: _____

Name: _____

Title: _____

ADMINISTRATOR:

P3Works, LLC a Texas limited liability company

By: _____

Name: _____

Title: _____

DEVELOPER:

D.R. HORTON – TEXAS, LTD., a Texas limited partnership

By: D.R. HORTON, INC.,
a Delaware corporation,
Authorized Agent

By: _____

Name: _____

Title: _____

THIS PAGE IS LEFT BLANK INTENTIONALLY.

APPENDIX E
FUNDING AGREEMENT
(INCLUDING ASSIGNMENT TO DEVELOPER)

THIS PAGE IS LEFT BLANK INTENTIONALLY.

ASSIGNMENT OF DEVELOPMENT AGREEMENTS

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENTS (this "Assignment") is entered into as of the Effective Date (hereinafter defined) by **CTMGT Williamsburg, LLC**, a Texas limited liability company ("Assignor") and **DRH Land Opportunities I, Inc.**, a Delaware corporation ("Assignee").

RECITALS:

A. Assignor has, contemporaneously with the execution of this Assignment, conveyed to Assignee certain real property depicted in Exhibit A, attached hereto and made a part hereof, and more particularly described in Exhibit B, attached hereto and made a part hereof (the "Property").

B. Assignor has entered into the following agreements:

i. that certain Amended and Restated Land Use & Development Regulations Agreement for Certain Public Improvements (the "Amended and Restated Agreement") dated February 6, 2012, with the City of Fate (the "City"), Fate I-30, LP, Fate I-30 Commercial, LP, Fate 551, LP and Centamtar Terras, LLC;

ii. that certain Addendum to Amended and Restated Land Use & Development Regulations Agreement for Certain Public Improvements For Certain Public Improvements For the Fate Williamsburg Planned Development (the "Addendum") dated January 21, 2013, with the City, Fate I-30, LP, Fate I-30 Commercial, LP, Fate 551, LP, Centamtar Terras, LLC and Beazer Homes; and

iii. that certain Agreement as to Allocation of Impact Fees (the "Allocation of Impact Fees") dated May 4, 2015, which the City attached to Resolution No. R-866.

The Amended and Restated Agreement, the Addendum, and the Allocation of Impact Fees are collectively referred to in this Assignment as the "Development Agreements";

C. The Development Agreements provide for the development of the Property as part of the Williamsburg Planned Development (the "Project");

D. In connection with conveyance of the Property by Assignor to Assignee, Assignor has agreed to assign to Assignee the Development Agreements; and

E. The Amended and Restated Agreement provides that Assignor may assign its interest in the Amended and Restated Agreement with the prior written consent of the City of Fate, Texas (the "City");

NOW, THEREFORE, for and in consideration of the foregoing recitals, the respective agreements and obligations hereinafter set forth, and certain good and valuable consideration

delivered by the parties one to the other, the receipt and sufficiency of which are acknowledged by the parties, Assignor and Assignee agree as follows:

1. Assignment. Assignor assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Development Agreements pertaining to the Property. Further, to secure Assignee's performance in the development of the Property in the same manner as Assignor has been developing the Property, Assignee agrees that for itself and its assigns, the same house elevation may not be duplicated within four (4) lots on the same side of the street and within three (3) lots on the opposite side of the street.

2. Assumption. Assignee assumes and will observe and perform all obligations and duties of Assignor as owner under the Development Agreements pertaining to the Property arising from and after the Effective Date.

3. Covenants of Assignor. Assignor represents, covenants and warrants as follows:

a. To the current, actual knowledge of Assignor, without the requirement of inquiry, no default exists on the part of Assignor or the City under the Development Agreements.

b. There are no oral agreements between Assignor and the other parties under the Development Agreements.

c. There are no amendments to the Development Agreements.

d. The Facilities Lease Agreement (as described in the Recitals of the Amended and Restated Agreement) was terminated prior to the Effective Date and the infrastructure improvements described in the Recitals of the Amended and Restated Agreement were conveyed to the City prior to the Effective Date.

e. Assignor conveyed the portion of the land for the extension of Memorial Parkway that Assignor owned as described in Section 6 of the Amended and Restated Agreement prior to the Effective Date.

f. Assignor has not delivered written notice to the City regarding beginning of construction of the Road Improvements as set forth in Section 7(b) of the Amended and Restated Agreement.

g. Construction of the One Million Gallon Water Tank (as described in Section 8 of the Amended and Restated Agreement and in the Allocation of Impact Fees) has been completed by the City prior to the Effective Date and there are no amounts owed to the City by Assignor for the construction of the One Million Gallon Water Tank under the Development Agreements.

h. As of the Effective Date, Water Impact Fees and Sewer Impact Fees under the Amended and Restated Agreement have been paid to the City for 359 single-family residential lots.

i. Assignor paid \$25,000 to the City for a portable generator for Lift Station #3 and other City Lift Stations per Section 9(i) of the Amended and Restated Agreement prior to the Effective Date.

j. Construction of the parking lot to serve the Smith Family Park (as described in the Addendum) was completed prior to the Effective Date.

k. Assignor has not previously assigned or conveyed any of its right, title or interest in or to the Development Agreements or any of them.

4. Indemnification. Assignee covenants and agrees to indemnify and hold harmless Assignor from and against any and all liabilities, damages, claims, causes of action, costs and expenses (including, without limitation, and intended by way of example only, reasonable attorney's fees, disbursements and amounts paid in settlement of claims) arising out of Assignee's failure to perform the obligations, duties and responsibilities assumed by Assignee in Section 2 above pertaining to the Property from and after the Effective Date. Assignor covenants and agrees to indemnify and hold harmless Assignee from and against any and all liabilities, damages, claims, causes of action, costs and expenses (including, without limitation, and intended by way of example only, reasonable attorney's fees, disbursements and amounts paid in settlement of claims) arising out of (a) Assignor's failure to perform the obligations, duties and responsibilities of Assignor under the Development Agreements prior to the Effective Date that are not assumed by Assignee pursuant to Section 2 above, or (b) any of the representations and warranties set forth in Section 3 above being untrue or incorrect in any material respect as of the Effective Date.

5. Notices. The notice addresses for CTMGT Williamsburg, LLC set forth in Section 23 of the Amended and Restated Agreement and Section VI.D of the Addendum are amended to be:

DRH Land Opportunities I, Inc.
Attn: David Booth
4306 Miller Road
Rowlett, TX 75088

With copies to: (which will not constitute notice)

D.R. Horton, Inc.
Attn: Jim Ilkenhans, Regional Counsel
4306 Miller Road
Rowlett, TX 75088

Koons Real Estate Law
Attn: Tiffany Sanford
3400 Carlisle Street, Suite 400

Dallas, TX 75204

6. Successors and Assigns. The agreements, covenants, warranties and representations set forth in this Assignment will be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

7. Counterparts. This instrument may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

8. Interpretation. Any reference in this Assignment to the obligations, duties and responsibilities of Assignor arising or accruing prior to the Effective Date will mean the executory obligations of Assignor that were required to be performed prior to the Effective Date under the terms of the Development Agreements.

[Signature Pages Follow]

EXECUTED to be effective as of the 25 day of April, 2016 (the "Effective Date").

ASSIGNOR:

CTMGT Williamsburg, LLC,
a Texas limited liability company

By: Centamtar Terras, LLC,
a Texas limited liability company,
Its Manager

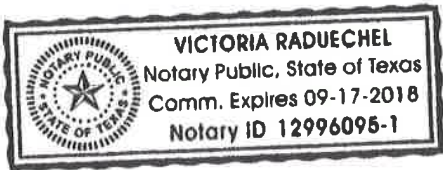
By: CTMGT, LLC,
a Texas limited liability company,
Its Manager

By: [Signature]
Name: Mehrdad Moayedi
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25 day of April, 2016, by Mehrdad Moayedi, as Manager of CTMGT, LLC, a Texas limited liability company, as Manager of Centamtar Terras, LLC, a Texas limited liability company, as Manager of CTMGT Williamsburg, LLC, a Texas limited liability company, on behalf of said entities.

[Signature]
Notary Public, State of Texas



ASSIGNEE:

DRH LAND OPPORTUNITIES I, INC.,
a Delaware corporation,


By:



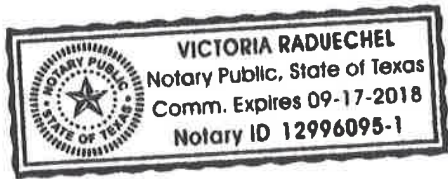
David L. Booth,
Assistant Vice President, DFW – East Division

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on April 25, 2016, by David L. Booth, Assistant Vice President, DFW – East Division, of DRH Land Opportunities I, Inc., a Delaware corporation, on behalf of said corporation.



Notary Public, State of Texas




JOINDER BY CITY

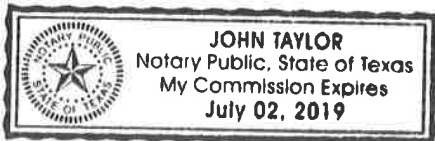
The City, by its execution below, (a) consents to the assignment by Assignor to Assignee of the Development Agreements and (b) confirms the following as of the Effective Date of this Assignment:

- i. to the current, actual knowledge of the City, without the requirement of inquiry, no default exists on the part of Assignor under the Development Agreements;
- ii. there are no oral agreements between the City and the other parties under the Development Agreements;
- iii. there are no amendments to the Development Agreements;
- iv. Water Impact Fees and Sewer Impact Fees under the Amended and Restated Agreement have been paid to the City for 359 single-family residential lots;
- v. construction of the One Million Gallon Water Tank (as described in Section 8 of the Amended and Restated Agreement and in the Allocation of Impact Fees) has been completed by the City and there are no amounts owed to the City by Assignor for the construction of the One Million Gallon Water Tank under the Development Agreements;
- vi. Assignor paid \$25,000 to the City for a portable generator for Lift Station #3 and other City Lift Stations per Section 9(i) of the Amended and Restated Agreement; and
- vii. construction of the parking lot to serve the Smith Family Park (as described in the Addendum) has been completed and the City reimbursed Assignor for a portion of such costs as provided in the Addendum.

CITY OF FATE, TEXAS,
a home-rule municipality


By: 
Michael W. Kovacs, City Manager

ATTEST:

Vickey Raduechel, City Secretary



THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on this 25 day of April,
2016 by Michael Kovacs, the City manager of the
City of Fate, a home-rule municipality, on behalf of said municipality.



Notary Public, State of Texas

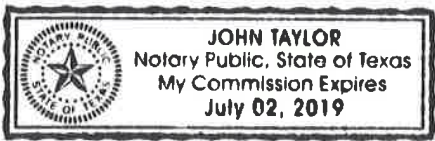


EXHIBIT A

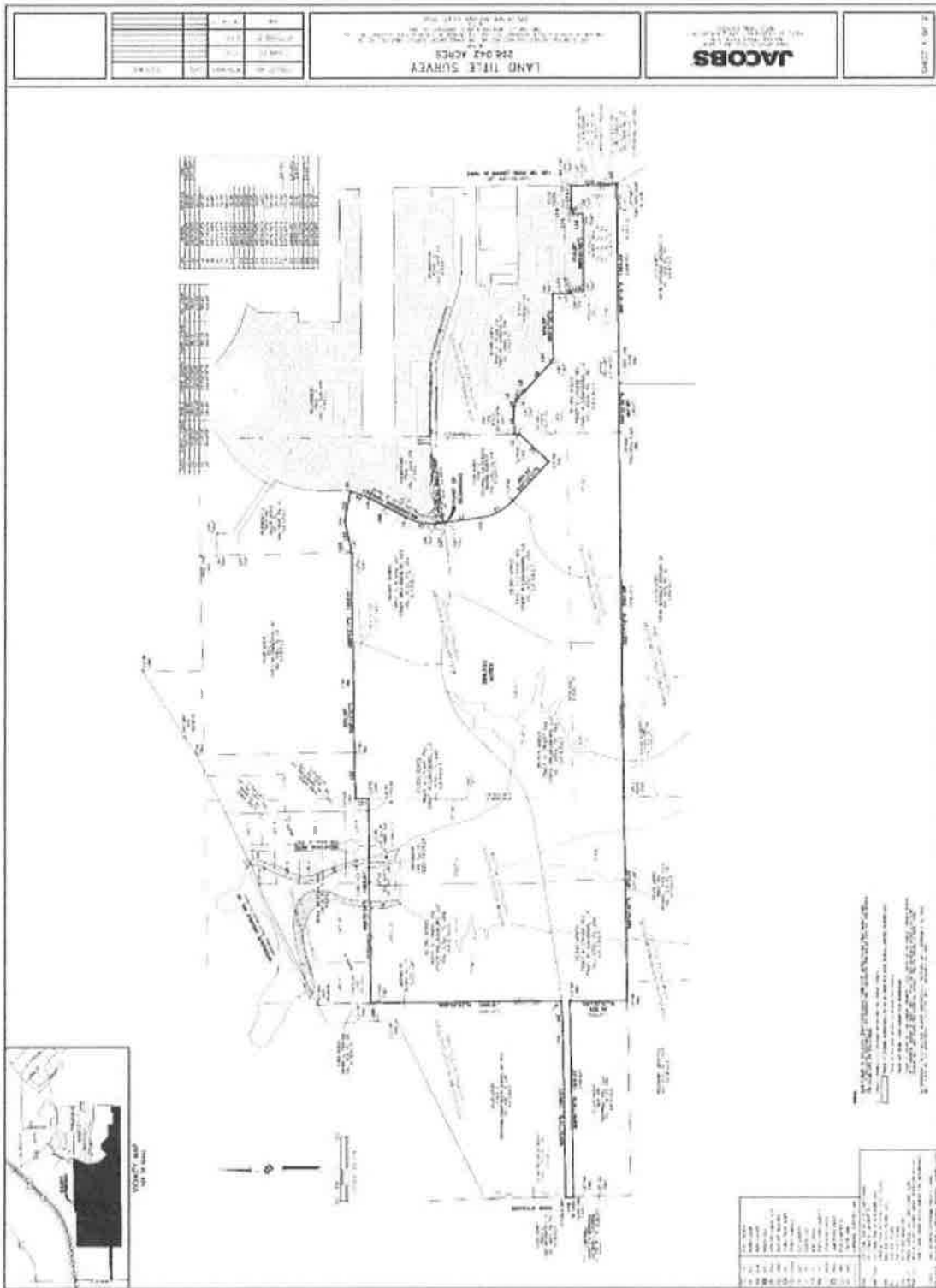


EXHIBIT B

The Property

BEING A 298.042 ACRE TRACT OF LAND SITUATED IN THE S.B. CRABTREE SURVEY, ABSTRACT NO. 58, THE JAMES EIDSON SURVEY, ABSTRACT NO. 78, THE J.B. MERCHANT SURVEY, ABSTRACT NO. 159, THE GEORGE W. RIDLIN SURVEY, ABSTRACT NO. 184 AND THE J.T. SPILLERS SURVEY, ABSTRACT NO. 205, IN THE CITY OF FATE, ROCKWALL COUNTY, TEXAS AND BEING PART OF A CALLED 97.388 ACRE TRACT OF LAND CONVEYED AS "TRACT 2: (PHASE 1B)" TO CTMGT WILLIAMSBURG, LLC, AS RECORDED IN VOLUME 6628, PAGE 180, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, ALL OF A CALLED 65.515 ACRE TRACT OF LAND CONVEYED AS "TRACT 1: (PHASE 2A)", ALL OF A CALLED 28.365 ACRE TRACT OF LAND CONVEYED AS "TRACT 2: (PHASE 2B)", ALL OF A CALLED 26.893 ACRE TRACT OF LAND CONVEYED AS "TRACT 3: (PHASE 2C)", ALL OF A CALLED 61.556 ACRE TRACT OF LAND CONVEYED AS "TRACT 4: (PHASE 3A)", ALL OF A CALLED 42.104 ACRE TRACT OF LAND CONVEYED AS "TRACT 5: (PHASE 3B)" AND ALL OF A CALLED 20.142 ACRE TRACT OF LAND CONVEYED AS "TRACT 6: (PHASE 3C)" TO CTMGT WILLIAMSBURG, LLC, AS RECORDED IN VOLUME 6753, PAGE 264, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID 298.042 ACRE TRACT, HAVING A BEARING BASIS OF GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR THE NORTHWEST CORNER OF A CALLED 14.23 ACRE TRACT OF LAND CONVEYED AS "TRACT II" TO ROCKWALL INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN VOLUME 4661, PAGE 249, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, THE NORTHEAST CORNER OF SAID 28.365 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 26.893 ACRE TRACT AND THE SOUTHWEST CORNER OF WILLIAMSBURG PHASE 1A, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN CABINET G, SLIDE 216, PLAT RECORDS, ROCKWALL COUNTY, TEXAS, SAID POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF WILLIAMSBURG PARKWAY (A 60' RIGHT-OF-WAY) AND THE SOUTH RIGHT-OF-WAY LINE OF GETTYSBURG BOULEVARD (A 60' RIGHT-OF-WAY);

THENCE, ALONG THE EAST LINE OF SAID 28.365 ACRE TRACT AND THE WEST LINE OF SAID 14.23 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 07 DEGREES 03 MINUTES 29 SECONDS EAST, A DISTANCE OF 330.36 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40 DEGREES 11 MINUTES 49 SECONDS, A RADIUS OF 500.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 27 DEGREES 09 MINUTES 23 SECONDS EAST, A DISTANCE OF 343.63 FEET;

EXHIBIT B

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 350.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 28.365 ACRE TRACT, A SOUTHWEST CORNER OF SAID 14.23 ACRE TRACT AND A NORTHWEST CORNER OF AFORESAID 97.388 ACRE TRACT;

THENCE, SOUTH 47 DEGREES 15 MINUTES 17 SECONDS EAST, ALONG THE NORTH LINE OF SAID 97.388 ACRE TRACT AND THE SOUTHWEST LINE OF SAID 14.23 ACRE TRACT, A DISTANCE OF 493.33 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID 14.23 ACRE TRACT AND AN INTERIOR ELL CORNER OF SAID 97.388 ACRE TRACT;

THENCE, NORTH 42 DEGREES 51 MINUTES 00 SECONDS EAST, CONTINUING ALONG THE NORTH LINE OF SAID 97.388 ACRE TRACT AND THE SOUTHEAST LINE OF SAID 14.23 ACRE TRACT, A DISTANCE OF 370.51 FEET TO A 3/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 14.23 ACRE TRACT;

THENCE, NORTH 01 DEGREES 03 MINUTES 58 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF SAID 97.388 ACRE TRACT AND THE EAST LINE OF SAID 14.23 ACRE TRACT, A DISTANCE OF 42.57 FEET TO A POINT FOR CORNER, FROM WHICH A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND BEARS SOUTH 87 DEGREES 07 MINUTES 48 SECONDS WEST, A DISTANCE OF 0.67 FEET;

THENCE, OVER AND ACROSS SAID 97.388 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 241.03 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

SOUTH 76 DEGREES 14 MINUTES 45 SECONDS EAST, A DISTANCE OF 64.23 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

SOUTH 56 DEGREES 31 MINUTES 44 SECONDS EAST, A DISTANCE OF 42.46 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

SOUTH 47 DEGREES 15 MINUTES 27 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

SOUTH 41 DEGREES 44 MINUTES 03 SECONDS EAST, A DISTANCE OF 50.23 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

EXHIBIT B

SOUTH 47 DEGREES 15 MINUTES 27 SECONDS EAST, A DISTANCE OF 350.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

SOUTH 65 DEGREES 16 MINUTES 52 SECONDS EAST, A DISTANCE OF 35.38 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

NORTH 89 DEGREES 37 MINUTES 58 SECONDS EAST, A DISTANCE OF 600.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

SOUTH 00 DEGREES 22 MINUTES 02 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

NORTH 89 DEGREES 37 MINUTES 58 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

SOUTH 00 DEGREES 22 MINUTES 02 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

NORTH 89 DEGREES 37 MINUTES 58 SECONDS EAST, A DISTANCE OF 710.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

NORTH 00 DEGREES 22 MINUTES 02 SECONDS WEST, A DISTANCE OF 97.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

NORTH 89 DEGREES 37 MINUTES 58 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

NORTH 00 DEGREES 22 MINUTES 02 SECONDS WEST, A DISTANCE OF 13.00 FEET TO AN "X" CUT FOUND FOR CORNER;

NORTH 89 DEGREES 37 MINUTES 58 SECONDS EAST, PASSING AT A DISTANCE OF 217.36 FEET A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND, CONTINUING IN ALL A TOTAL DISTANCE OF 217.64 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID 97.388 ACRE TRACT AND THE WEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 551 (AN 80' RIGHT-OF-WAY);

EXHIBIT B

THENCE, ALONG THE EAST LINE OF SAID 97.388 ACRE TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID FARM TO MARKET ROAD NO. 551, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 50 MINUTES 59 SECONDS EAST, A DISTANCE OF 351.09 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19 DEGREES 25 MINUTES 03 SECONDS, A RADIUS OF 205.13 FEET, AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 69.19 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 69.52 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 97.388 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 18 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 97.388 ACRE TRACT, PASSING AT A DISTANCE OF 2.36 FEET A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "RSCI RPLS 5034" FOUND FOR THE NORTHEAST CORNER OF A CALLED 15.13 ACRE TRACT OF LAND CONVEYED TO SOUTH ROCKWALL HOLDINGS, LP, AS RECORDED IN VOLUME 3656, PAGE 202, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, PASSING AT A DISTANCE OF 12.17 FEET A 3/8 INCH IRON ROD FOUND, CONTINUING ALONG THE NORTH LINE OF SAID 15.13 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 1849.54 FEET TO A 1 INCH STEEL PIPE FOUND FOR THE NORTHWEST CORNER OF SAID 15.13 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 212.25 ACRE TRACT OF LAND CONVEYED TO SOUTH ROCKWALL HOLDINGS, LP, AS RECORDED IN VOLUME 3625, PAGE 34, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 35 MINUTES 56 SECONDS WEST, CONTINUING ALONG THE SOUTH LINE OF SAID 97.388 ACRE TRACT AND THE NORTH LINE OF SAID 212.25 ACRE TRACT, A DISTANCE OF 447.95 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "RSCI RPLS 5034" FOUND FOR CORNER;

THENCE, SOUTH 89 DEGREES 17 MINUTES 18 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF SAID 212.25 ACRE TRACT, THE SOUTH LINE OF SAID 97.388 ACRE TRACT, THE SOUTH LINE OF AFORESAID 28.365 ACRE TRACT AND THE SOUTH LINE OF AFORESAID 65.515 ACRE TRACT, A DISTANCE OF 3367.86 FEET TO AN AXLE FOUND FOR THE NORTHWEST CORNER OF SAID 212.25 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 85.479 ACRE TRACT OF LAND CONVEYED AS "TRACT TWO" TO ROCKWALL FUND, L.L.C., AS RECORDED IN VOLUME 1110, PAGE 190, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

EXHIBIT B

THENCE, SOUTH 88 DEGREES 58 MINUTES 48 SECONDS WEST, CONTINUING ALONG THE SOUTH LINE OF SAID 65.515 ACRE TRACT, THE SOUTH LINE OF AFORESAID 20.142 ACRE TRACT, THE NORTH LINE OF SAID 85.479 ACRE TRACT AND THE NORTH LINE OF A TRACT OF LAND CONVEYED TO DISCOVERY LAKES, LLC, AS RECORDED IN VOLUME 2015, PAGE 15193, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, A DISTANCE OF 1873.20 FEET TO A 1/2 INCH IRON ROD FOUND FOR A SOUTHWEST CORNER OF SAID 20.142 ACRE TRACT AND THE SOUTHEAST CORNER OF A CALLED 21.935 ACRE TRACT OF LAND CONVEYED AS "TRACT ONE" TO ROCKWALL FUND, L.L.C., AS RECORDED IN VOLUME 1110, PAGE 190, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, SAID POINT BEING ON THE NORTH LINE OF SAID DISCOVERY LAKES, LLC TRACT;

THENCE, NORTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, ALONG THE WEST LINE OF SAID 20.142 ACRE TRACT AND THE EAST LINE OF SAID 21.935 ACRE TRACT, A DISTANCE OF 528.76 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 20.142 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 21.935 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 01 MINUTES 15 SECONDS WEST, ALONG A SOUTH LINE OF SAID 20.142 ACRE TRACT AND THE NORTH LINE OF SAID 21.935 ACRE TRACT, A DISTANCE OF 1809.92 FEET TO A RAILROAD SPIKE FOUND FOR A SOUTHWEST CORNER OF SAID 20.142 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 21.935 ACRE TRACT, SAID POINT BEING IN ROCHELLE ROAD;

THENCE, NORTH 00 DEGREES 56 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF SAID 20.142 ACRE TRACT AND WITH SAID ROCHELLE ROAD, A DISTANCE OF 70.00 FEET TO A P.K. NAIL SET FOR THE NORTHWEST CORNER OF SAID 20.142 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 49.50 ACRE TRACT CONVEYED AS "TRACT I" TO ROCKWALL INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN VOLUME 4661, PAGE 249, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, ALONG THE NORTH LINE OF SAID 20.142 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 49.50 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 01 MINUTES 15 SECONDS EAST, A DISTANCE OF 1490.51 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 39 MINUTES 43 SECONDS, A RADIUS OF 5000.00 FEET AND A LONG CHORD THAT BEARS NORTH 87 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 319.51 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 319.56 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED

EXHIBIT B

"JACOBS" SET FOR THE SOUTHWEST CORNER OF AFORESAID 42.104 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 49.50 ACRE TRACT;

THENCE, ALONG THE WEST LINE OF SAID 42.104 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 26 MINUTES 25 SECONDS WEST, A DISTANCE OF 1696.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF A CALLED 2.000 ACRE TRACT OF LAND CONVEYED TO ROBERT L. PROCTOR, AS RECORDED IN VOLUME 1009, PAGE 280, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

NORTH 00 DEGREES 28 MINUTES 34 SECONDS WEST, ALONG THE EAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 57.89 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 42.104 ACRE TRACT AND THE SOUTHWEST CORNER OF BROWN INDUSTRIAL PARK, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN CABINET C, PAGE 16, PLAT RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 25 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF SAID 42.104 ACRE TRACT, THE NORTH LINE OF AFORESAID 61.556 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID BROWN INDUSTRIAL PARK, PASSING AT A DISTANCE OF 1772.28 FEET A 3/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID BROWN INDUSTRIAL PARK AND THE SOUTHWEST CORNER OF A CALLED 16.80 ACRE TRACT OF LAND CONVEYED TO FATE I-30 COMMERCIAL, L.P., AS RECORDED IN VOLUME 3945, PAGE 225, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, CONTINUING ALONG THE NORTH LINE OF SAID 61.556 ACRE TRACT AND THE SOUTH LINE OF SAID 16.80 ACRE TRACT, A DISTANCE OF 1883.61 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 61.556 ACRE TRACT AND AN EXTERIOR ELL CORNER OF SAID 16.80 ACRE TRACT;

THENCE, ALONG THE NORTH LINE OF SAID 61.556 ACRE TRACT AND THE SOUTH LINE OF SAID 16.80 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 120.47 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN EXTERIOR ELL CORNER OF SAID 61.556 ACRE TRACT AND AN INTERIOR ELL CORNER OF SAID 16.80 ACRE TRACT;

NORTH 89 DEGREES 06 MINUTES 16 SECONDS EAST, A DISTANCE OF 431.92 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 16.80 ACRE TRACT AND THE SOUTHWEST CORNER OF A 63.88 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO FATE I-30 COMMERCIAL, LP,

EXHIBIT B

AS RECORDED IN VOLUME 4167, PAGE 151, OFFICIAL PUBLIC RECORDS,
ROCKWALL COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 13 MINUTES 57 SECONDS EAST, ALONG THE NORTH
LINE OF SAID 61.556 ACRE TRACT AND THE SOUTH LINE OF SAID 63.88 ACRE
TRACT, A DISTANCE OF 635.30 FEET TO A 1 INCH IRON ROD FOUND FOR CORNER;

THENCE, NORTH 89 DEGREES 03 MINUTES 17 SECONDS EAST, CONTINUING
ALONG THE NORTH LINE OF SAID 61.556 ACRE TRACT, THE SOUTH LINE OF SAID
63.88 ACRE TRACT AND THE NORTH LINE OF AFORESAID 26.893 ACRE TRACT, A
DISTANCE OF 1203.21 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST
CORNER OF SAID 63.88 ACRE TRACT, SAID POINT BEING ON THE NORTH LINE OF
SAID 26.893 ACRE TRACT AND THE WEST LINE OF THE REMAINDER OF A CALLED
224.56 ACRE TRACT OF LAND CONVEYED AS "TRACT ONE" TO FATE I-30, LP, AS
RECORDED IN VOLUME 3625, PAGE 40, OFFICIAL PUBLIC RECORDS, ROCKWALL
COUNTY, TEXAS;

THENCE, CONTINUING ALONG THE NORTH LINE OF SAID 26.893 ACRE TRACT, THE
FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 56 MINUTES 13 SECONDS EAST, A DISTANCE OF 26.20
FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED
"JACOBS" SET FOR CORNER;

NORTH 77 DEGREES 16 MINUTES 10 SECONDS EAST, A DISTANCE OF 273.70
FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED
"JACOBS" SET FOR CORNER;

SOUTH 79 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 274.12
FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED
"JACOBS" SET FOR THE NORTHEAST CORNER OF SAID 26.893 ACRE TRACT,
SAID POINT BEING ON THE WEST LINE OF AFORESAID WILLIAMSBURG,
PHASE 1A, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE
TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 16 MINUTES 02
SECONDS, A RADIUS OF 600.00 FEET AND A LONG CHORD THAT BEARS
SOUTH 19 DEGREES 04 MINUTES 39 SECONDS WEST, A DISTANCE OF 180.14
FEET;

THENCE, ALONG THE EAST LINE OF SAID 26.893 ACRE TRACT AND THE WEST
LINE OF SAID WILLIAMSBURG, PHASE 1A, THE FOLLOWING COURSES AND
DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF
180.82 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED
"JACOBS" SET FOR CORNER;

EXHIBIT B

SOUTH 27 DEGREES 42 MINUTES 39 SECONDS WEST, A DISTANCE OF 384.19 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34 DEGREES 46 MINUTES 09 SECONDS, A RADIUS OF 500.00 FEET AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 19 MINUTES 36 SECONDS WEST, A DISTANCE OF 298.78 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 303.42 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "USA INC PROP. COR." FOUND FOR CORNER;

SOUTH 07 DEGREES 03 MINUTES 29 SECONDS EAST, A DISTANCE OF 53.16 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 298.042 ACRES OF LAND, MORE OR LESS.

Fate

**AMENDED AND RESTATED
LAND USE & DEVELOPMENT REGULATIONS AGREEMENT
FOR CERTAIN PUBLIC IMPROVEMENTS
(WILLIAMSBURG PLANNED DEVELOPMENT)**

Effective February 16th, 2012

**AMENDED AND RESTATED
LAND USE & DEVELOPMENT REGULATIONS AGREEMENT
FOR CERTAIN PUBLIC IMPROVEMENTS**

This Amended and Restated Land Use and Development Regulations Agreement for Certain Public Improvements ("Agreement") is made by and between the City of Fate, Texas, a home rule city (the "City"), certain entities which own real property in the City: CTMGT Williamsburg, LLC; Fate I-30, LP; Fate I-30 Commercial, LP; Fate 551, LP and Centamtar Terras, LLC (such entities collectively referred to as the "Owners" and each individually referred to as an "Owner"), Fate-Smith, LP, owner of a portion of the Property, as hereafter defined, prior to a conveyance to MU Williamsburg, LLC, and no longer owning any interest in the Property, and MU Williamsburg, LLC, owner of a portion of the Property prior to conveyances to CTMGT Williamsburg, LLC, and Centamtar Terras, LLC, and no longer owning any interest in the Property ("Prior Owners") and Williamsburg Asset Holdings, Inc., owner of property adjacent to the Property.

RECITALS

WHEREAS, Fate I-30, LP, Fate I-30 Commercial, LP, Fate 551, LP and Fate-Smith, LP (the "Original Owners") and the City of Fate entered into that certain Land Use & Development Regulations Agreement for Certain Public Improvements dated May 22, 2006 (the "Original Agreement"); and

WHEREAS, the Original Agreement encompassed 622.53 acres of land in Rockwall County, Texas (the "County") in the City's extraterritorial jurisdiction (the "Original Property"), consisting of a 481.53-acre tract ("Tract 1") and a 141-acre tract ("Tract 2") described in Exhibit A attached hereto and incorporated herein and depicted in Exhibit A-1 attached hereto and incorporated herein; and

WHEREAS, the Original Agreement provided for development of a mixed-use residential, commercial, retail and government use development on the Original Property, including without limitation provisions for dedication of land, funding of improvements and construction of infrastructure; and

WHEREAS, the City annexed the Original Property by Ordinance Nos. 0-0171 through 0-0175 adopted by the City Council on May 22, 2006; and

WHEREAS, the City zoned the Original Property by Ordinance No. 0-1085 adopted by the City Council on June 19, 2006 (the "Zoning Ordinance"); and

WHEREAS, Fate I-30, LP conveyed approximately 63.73 acres out of Tract 1 to the Rockwall Independent School District by warranty deed dated July 18, 2006, recorded in the County real property records as Instrument No. 2006-00358679, attached hereto as Exhibit B, consisting of a 49.50-acre tract and a 14.23-acre tract depicted in Exhibit B-1 attached hereto and incorporated herein (the "Rockwall ISD Tracts"); and

WHEREAS, after conveyance of the Rockwall ISD Tracts, Tract 1 consisted of approximately 417 acres depicted in Exhibit B-1 (the "Tract 1 Remainder"); and

WHEREAS, Fate I-30, LP conveyed 317.21 acres of land, including a portion of the Tract 1 Remainder, to MU Williamsburg, LLC ("MU Williamsburg"), by Special Warranty Deed with Vendor's Lien dated January 25, 2007, recorded in the County real property records on January 29, 2007, as Document No. 2007-00370840; and

WHEREAS, the 317.21 acres of land conveyed by Fate I-30, LP to MU Williamsburg included approximately 41 acres of land that does not constitute a part of the Original Property but is included in PID 1, as hereafter defined; and

WHEREAS, CTMGT Williamsburg, LLC ("CTMGT") and the City will cooperate to zone such 41 acres of land consistent with the Zoning Ordinance; and

WHEREAS, Fate-Smith, L.P. conveyed 119.753 acres, consisting of a portion of the Tract 1 Remainder, to MU Williamsburg, consisting of a 19.273-acre tract and a 100.48-acre tract, by Special Warranty Deed with Vendor's Lien dated January 25, 2007, recorded in the County real property records on January 29, 2007, as Document No. 2007-00370839; and

WHEREAS, the above-described 317.21 acres and 119.753 acres, being 436.963 acres, are hereafter collectively referred to as the "MU Williamsburg Property", and are described in Exhibit C attached hereto and incorporated herein and depicted in Exhibit C-1 attached hereto and incorporated herein; and

WHEREAS, the Original Owners assigned to MU Williamsburg, and MU Williamsburg assumed, all rights, benefits, titles, privileges and interests in, to and under the Original Agreement with respect to the MU Williamsburg Property pursuant to that certain Partial Assignment of Land Use & Development Regulations Agreement for Certain Public Improvements dated January 25, 2007 (the "Partial Assignment"); and

WHEREAS, the Original Owners retained all rights and obligations in, to and under the Original Agreement with respect to Tract 2 and all the Tract 1 Remainder that was not conveyed to MU Williamsburg; and

WHEREAS, for purposes of this Agreement, the "Property" consists of approximately 604 acres, consisting of the MU Williamsburg Property, all of the Tract 1 Remainder that is not included in the MU Williamsburg Property, and Tract 2, as depicted in Exhibit D attached hereto and incorporated herein; and

WHEREAS, the City created City of Fate Public Improvement District No. 1 (Residential) ("PID 1") encompassing the MU Williamsburg Property by Resolution R-226 adopted by the City Council on November 6, 2006; and

WHEREAS, the City created City of Fate Public Improvement District No. 2 ("PID 2") encompassing Tract 2 by Resolution R-227 adopted by the City Council on November 6, 2006; and

WHEREAS, PID 1 and PID 2 are depicted in Exhibit E attached hereto and incorporated herein; and

WHEREAS, the City approved a preliminary plat encompassing approximately 578.69 acres of the Property and providing for 1,768 residential lots on June 15, 2006, which preliminary plat has not expired and remains in full force and effect; and

WHEREAS, a final plat for Subphase 1A of the Property, encompassing 92.373 acres consisting of 287 residential lots and 20 home owners association lots ("Subphase 1A"), was approved by the City and was recorded at Cabinet G, Pages G-215 through G-219, Rockwall County plat records, on November 28, 2007; and

WHEREAS, the City and the Owners contemplate development of the Property in Phases 1, 2 and 3 on Tract 1 (in Subphases 1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C), and Phase 4 on Tract 2 (in Subphases 4A, 4B, 4C) as depicted on Exhibit F; and

WHEREAS, PID 1 Service and Assessment Plan for Subphase 1A was approved by the City Council on August 25, 2008; and

WHEREAS, an ordinance levying assessments for PID 1, Subphase 1A, was approved by the City Council on September 16, 2008; and

WHEREAS, no other service and assessment plans or assessment levies for PID 1 or PID 2 have been approved by the City; and

WHEREAS, CTMGT became the owner of approximately 192 acres of the MU Williamsburg Property pursuant to that certain Substitute Trustee's Deed and Bill of Sale dated November 1, 2011, recorded in the County real property records on December 2, 2011, as Document No. 2011-00459259; and

WHEREAS, Centamtar Terras, LLC became the owner of the remainder of the MU Williamsburg Property, consisting of approximately 244.575 acres, pursuant to that certain Deed in Lieu of Foreclosure dated December 30, 2011, recorded in the County real property records on December 30, 2011, as Document No. 00460505; and

WHEREAS, the Owners intend to develop the Property for residential, commercial and multi-family uses, including approximately 1,768 single-family residences, in accordance with the Zoning Ordinance and this Agreement; and

WHEREAS, the Parties intend that the City will approve a revised PID 1 service and assessment plan and ordinance levying assessments for Phase 1A; and

WHEREAS, the City and CTMGT have executed that certain Escrow Agreement (Punch List Repairs, Phase 1A, Williamsburg) dated November 21, 2011, providing for certain repairs to infrastructure constructed to serve Subphase 1A (the "Punch List Escrow Agreement"); and

WHEREAS, simultaneously with executing this Agreement, the City and CTMGT will execute an agreement giving the City the right, but not the obligation, to complete the construction of an amenity center to serve residents of the Property (the "Amenity Center Escrow Agreement"); and

WHEREAS, CTMGT and Centamtar Terras, LLC will convey to the City by March 1, 2012, certain infrastructure improvements described in that certain Facilities Lease Agreement executed by the City, MU Williamsburg and Meritage Homes of Texas, LLC dated June 2, 2008 (the "Facilities Lease Agreement"); and

WHEREAS, the Facilities Lease Agreement shall be terminated on or after the effective date of that certain Williamsburg PID No.1, Phase 1A Reimbursement Agreement between the City and CTMGT; and

WHEREAS, the City has adopted water, sewer and thoroughfare impact fees in accordance with Chapter 395 by Ordinance No. 01-1167 adopted February 14, 2011, as it presently exists or may be hereafter amended (the "Impact Fee Ordinance"); and

WHEREAS, the purpose of this Agreement is to amend, restate and supersede in its entirety the Original Agreement; and

WHEREAS, Williamsburg Asset Holdings, Inc. is the owner of an approximately 15.985-acre tract located in the City's extraterritorial jurisdiction adjacent to the Property (the "Williamsburg Tract") depicted on **Exhibit D**; and

WHEREAS, the City agrees to annex the Williamsburg Tract upon submittal of an annexation petition by Williamsburg Asset Holdings, Inc. and to zone the Williamsburg Tract for single-family residential use consistent with the Zoning Ordinance, provided Williamsburg Asset Holdings, Inc. pays all associated costs including without limitation professional fees and filing fees; and

WHEREAS, this Agreement is authorized by Texas Local Government Code Chapter 212, Subchapter C, and the participation in cost and the construction of some of the improvements set forth below is authorized by Texas Local Government Code Chapter 212, Subchapter C, entitled Developer Participation in Contract for Public Improvements; and

WHEREAS, in relation to development of the Property, the Owners agree to:

1. Design and construction of certain public improvements, as more particularly described and defined in this Agreement;
2. Donations, dedications and contributions of funds and property, all as more particularly described and defined in this Agreement;
3. Submittal to the City of final plats for each stage of development which comply with the Zoning Ordinance and all orders, regulations, ordinances, rules, expiration dates, and other properly adopted requirements of the City (all of the foregoing, with the specifically noted exemptions and exceptions, are hereinafter collectively referred to as the "Applicable Regulations"), except that if any provision of the Zoning Ordinance is deemed by the City to be in conflict with current ordinances, rules and regulations, the Zoning Ordinance shall prevail; and

4. Payment to the City for reasonable professional fees incurred by the City in connection with preparation and approval of service and assessment plans and reimbursement agreements for PID 1 or PID 2 at the request of such Owner, which payments will be made within 30 days of receipt of an invoice.

NOW THEREFORE, in consideration of ten dollars (\$10.00), the mutual covenants of the Parties, and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **TERM.** This Agreement shall commence on the last date all the Parties have executed this Agreement (the "Effective Date"). This Agreement shall terminate on the earlier of: (a) the expiration of fifteen years after all the Improvements (hereinafter defined) have been constructed and, to the extent applicable, inspected and accepted by the City; (b) the date the Owners and the City have fully satisfied all the terms and conditions of this Agreement; (c) mutual agreement of the Owners and the City; (d) thirty five (35) years after the last PID assessments are levied by PID 1 and PID 2; and (e) termination by the City pursuant to Section 18.

2. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth herein unless the context clearly requires otherwise:

- (a) Applicable Regulations shall have the meaning set forth in this Agreement.
- (b) Approved Plans shall mean plans and specifications in compliance with the Applicable Regulations regarding the Development or Property and approved by the City Manager.
- (c) Blackland shall have the meaning set forth in Section 12 of this Agreement.
- (d) CCN shall mean a certificate of convenience and necessity for water or wastewater service issued by the Texas Commission on Environmental Quality or a predecessor agency.
- (e) Chapter 372 shall mean Chapter 372 of the Texas Local Government Code, as amended.
- (f) Chapter 395 shall mean Chapter 395 of the Texas Local Government Code, as amended.
- (g) City Council shall mean the City Council of the City of Fate, Texas.
- (h) City Engineer shall mean the engineer designated by the City as the City Engineer.
- (i) City Manager shall mean the City Manager of the City or his/her designee.
- (j) Completion of Construction shall mean that (1) construction has been substantially completed in accordance with the Approved Plans; (2) a certificate of substantial completion has been delivered to the City signed by the Owner's general contractor, engineer, or architect; and (3) the Improvements covered by such certificate have been accepted in writing by the City Manager.

(k) Development shall mean development of the Property for residential, commercial and/or multifamily uses in accordance with the Zoning Ordinance, including approximately 1,768 single-family residences within Phases 1, 2 and 3 on the MU Williamsburg Property (in Subphases 1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C) and Phase 4 on Tract 2 (in Subphases 4A, 4B, 4C) as depicted in Exhibit F.

(l) Effective Date shall have the meaning set forth in this Agreement.

(m) End-Buyer of a fully developed and improved lot shall have the meaning set forth in Section 31 of this Agreement.

(n) Event of Bankruptcy or Insolvency shall mean: (1) the filing of bankruptcy by an Owner pursuant to federal bankruptcy laws; (2) the dissolution or termination of an Owner's existence as a going business; (3) the insolvency of an Owner; (4) the appointment of a receiver for any part of a portion of the Property owned by an Owner and such appointment is not terminated within ninety (90) days after such appointment is initially made; (5) any general assignment for the benefit of an Owner's creditors; or (6) the commencement of any proceeding under any bankruptcy or insolvency laws by or against an Owner, provided such proceeding is not dismissed within ninety (90) days after the filing thereof.

(o) Facility Improvement Land shall have the meaning set forth in Section 5 of this Agreement.

(p) Facility Improvements shall have the meaning set forth in Section 5 of this Agreement.

(q) Force Majeure shall mean any unforeseen contingency or cause beyond the reasonable control of an Owner including, without limitation, acts of God or public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Owner), fires, explosions or floods, strikes, slowdowns or work stoppages, shortage of materials and labor in the area, or unreasonable delay by the City (which unreasonable delay shall constitute a force majeure if such delay continues ten (10) days after delivery of written notice by an Owner to the City of the unreasonable delay). In the event of a force majeure event, such Owner is relieved of its obligations in this Agreement only so long as the force majeure event prevents reasonable compliance with this Agreement.

(r) Improvements shall mean, collectively, the improvements described in Section 6, MEMORIAL PARKWAY; Section 7, ROCHELLE ROAD AND GETTYSBURG DRIVE; Section 8, WATER IMPROVEMENTS; Section 9, SANITARY SEWER IMPROVEMENTS; and Section 10, PARKS AND OPEN SPACE DEDICATION, IMPROVEMENT AND MAINTENANCE and all other improvements designed and constructed, as needed to serve the Property.

(s) Parties shall mean CTMGT Williamsburg, LLC; Centamtar Terras, LLC; Fate I-30, LP; Fate I-30 Commercial, LP; Fate 551, LP and the City of Fate, and, when the context dictates, Fate-Smith, LP, MU Williamsburg, LLC and/or Williamsburg Asset Holdings, Inc.

(t) PID shall mean a public improvement district created pursuant to Chapter 372, including PID 1 and PID 2.

(u) Project Costs shall mean the actual planning, engineering and construction costs of the Improvements, including any necessary property acquisition related to the Development (excepting such right of way as the City is required by this Agreement to provide).

(v) Property shall mean approximately 604 acres, consisting of the MU Williamsburg Property, all of the Tract 1 Remainder that is not included in the MU Williamsburg Property, and Tract 2, as depicted in Exhibit D attached hereto and incorporated herein.

(w) Subphase means the areas delineated as subphases 1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B and 4C depicted on Exhibit F, each of which constitutes a Subphase.

(x) Zoning Ordinance shall mean Ordinance No. 0-1085 adopted by the City Council on June 19, 2006 zoning the Original Property.

3. **APPROVED PLANS AND PROJECT COSTS.** Plans and specifications for the design and construction of the Improvements shall be submitted to the City for approval by the City Manager in accordance with the Applicable Regulations, which approvals shall not be unreasonably withheld or delayed. Excavation and grading may begin prior to approval of design and construction plans, provided a grading and drainage plan has been submitted and approved by the City Engineer. No construction of any Improvements other than excavating and grading shall begin until Approved Plans have been approved by the City Engineer. The Parties acknowledge and agree that the City has no obligation to pay any Project Costs for any Improvements except for the obligation of the City under this Agreement to reimburse CTMGT for Water Impact Fee Reimbursements and/or Sewer Impact Fee Reimbursements and to fund a portion of the One Million Gallon Elevated Storage Tank (as hereafter defined) pursuant to Section 8. To facilitate development of the Property, the City has created PID 1 and PID 2. The Owners and the City agree that the ad valorem tax rate equivalent of assessment levied for all or any portion of PID 1 or PID 2 by the adoption by the City of a service and assessment plan, when combined with the then-current City ad valorem tax rate, shall not exceed \$1.00 per \$100.00 of valuation, based on estimated average land and home value. Notwithstanding, the City shall at all times have the sole discretion to increase its ad valorem tax rate.

4. **PRIOR OWNERS RELEASE.** The Prior Owners, having no obligations under this Agreement, by and through their authorized representatives, hereby fully and completely release the City of and from any and all obligations, conditions, covenants and responsibilities owed to the Prior Owners by the City under the Original Agreement. The Prior Owners further release and shall not retain any rights, privileges or benefits under the Original Agreement. The City hereby fully and completely releases the Prior Owners of and from any and all obligations, conditions, covenants and responsibilities owed to the City by the Prior Owners under the Original Agreement.

5. **CITY FACILITY IMPROVEMENTS.** Development of the Property included the contribution of funds by certain of the Owners to the City totaling two million two hundred fifty

thousand dollars (\$2,250,000) pursuant to the Original Agreement, which have been received by the City and have been, or shall be, used exclusively by the City to offset the costs of a new City of Fate City Hall and purchase of a fire truck (collectively the "Facility Improvements"). The Original Agreement provided for dedication to the City of a five-acre tract (described in Exhibit C to the Original Agreement as the "Facility Improvement Land") in part for construction of the Facility Improvements. The Parties agree that the City Hall will not be located on the Property, but shall be constructed at a location of the City's choosing. Fate I-30 Commercial, LP, the current owner of the Facility Improvement Land, shall retain title to the Facility Improvement Land and shall have no obligation to convey the Facility Improvement Land to the City.

Cost estimates for the Facility Improvements are:

City Hall - \$1,950,000

Fire Truck - \$250,000

City Permanent Entry Sign and beautification of surrounding area (including landscaping and irrigation system) and other municipal purposes - \$50,000

The City will select an architect and general contractor or construction manager and oversee all elements of planning, engineering, construction and all purchases of the Facility Improvements. The Owners shall have no responsibility or liability for design, construction or equipping the Facility Improvements. If all or any portion of the \$2,250,000 paid to the City for the Facility Improvements is eligible for reimbursement by the PIDs, the City agrees to levy a PID assessment in accordance with Chapter 372 to reimburse each Owner for the amount such Owner paid to the City.

6. **MEMORIAL PARKWAY.** Development of the Property requires the design, engineering, dedication and construction of six lanes of SH 551 from the south boundary of the Memorial Parkway bridge or underpass to the north boundary of Subphase 1A of the Property, as depicted in **Exhibit G** (the "**Memorial Parkway Extension**"). As of the Effective Date, CTMGT, Fate I-30 Commercial, LP and/or Fate I-30 LP owns the necessary right-of-way for the future three eastern lanes of the Memorial Parkway Extension (the "**East Lanes**") and shall within 30 days of the Effective Date dedicate or convey their interest in such right-of-way to the City at no cost to the City. Fate I-30 Commercial, LP and/or Fate I-30, LP owns land adjacent to the East Lanes. At the time of platting such property, Fate I-30 Commercial, LP, Fate I-30, LP and/or subsequent owners of such property shall be assessed roadway impact fees by the City in accordance with City Ordinance O-1167, as amended, which shall be paid to the City at the time the City issues a building permit.

7. **ROCHELLE ROAD and GETTYSBURG PARKWAY.**

(a) Development of the Property requires the design, engineering, construction and dedication of right of way (if owned by CTMGT) by CTMGT of two lanes of Rochelle Road and two lanes of Gettysburg Parkway (both, 25 feet back to back) described in **Exhibit H** (the "**Road Improvements**") to provide a second point of access, egress and ingress to Subphase 3B

and Subphase 3C. Engineering, design, construction and dedication of the Road Improvements shall be performed by CTMGT and will be in accordance with all Applicable Regulations and built to specifications required by the City of Fate Engineering Standards and the City of Fate Master Thoroughfare Plan, as amended, and will be at no cost to the City.

(b) All Owners that own any right of way necessary for the Road Improvements shall dedicate such right of way to the City at no cost to the City. CTMGT shall give the City at least nine months' written notice of CTMGT's intent to begin construction of the Road Improvements in order for the City to obtain additional right of way, if any, required for construction of the Road Improvements. The City shall acquire any necessary right of way not owned by the Owners, at no cost to the Owners.

(c) CTMGT shall construct and maintain temporary connections for traffic between Subphases 2C and 3A and between Subphases 2A and 2B, as shown on Exhibit H prior to approval by the City of a building permit for Subphase 3A or Subphase 2A. CTMGT shall remove such temporary connections upon construction and acceptance of the Road Improvements.

(d) CTMGT shall design, engineer, and attain Completion of Construction of Gettysburg Parkway to the western boundary of Subphase 3B as Phases are developed in accordance with this Agreement, Applicable Regulations and generally applicable City regulations for design and construction of public infrastructure within the City. CTMGT shall construct the Road Improvements prior to acceptance by the City of the infrastructure Improvements for Subphase 3B or Subphase 3C, and the City shall not approve a building permit for Subphase 3B or Subphase 3C until Completion of Construction of the Road Improvements; provided, however, if the City fails to acquire right of way for the Road Improvements within nine months after receipt of notice from CTMGT pursuant to Section 7(b) above, the City may not withhold approval of building permits for Subphases 3B or 3C pending completion of construction of the Road Improvements. If the cost of the Road Improvements is eligible for reimbursement by PIDs, the City agrees to levy a PID assessment in accordance with Chapter 372 to reimburse CTMGT for such costs. Notwithstanding the above, Fate I-30 Commercial, LP and Fate I-30, LP shall have no obligation to pay for any of such costs for the design, engineering and construction of Rochelle Road and Gettysburg Parkway, as described in this Section 7.

8. WATER IMPROVEMENTS.

(a) Subject to the provisions of this Agreement, the Property and the Williamsburg Tract (upon annexation by the City) are subject to and the City will assess and collect water impact fees for each lot in the Property ("Water Impact Fees"). Water Impact Fees for residential lots within the Property and the Williamsburg Tract shall remain at the current rate, as contained in Ordinance O-1167, for ten (10) years from the Effective Date, but thereafter may change. The City shall assess and collect Water Impact Fees for commercial lots within the Property at the rate in effect pursuant to the Impact Fee Ordinance as it presently exists or may be subsequently amended.

(b) Subject to the terms and provisions herein, (i) the City shall design and engineer at City's cost, and CTMGT shall construct, dedicate and fund the one-million gallon elevated storage tank (the "One Million Gallon Elevated Storage Tank"), subject to the City's authority to construct the One Million Gallon Elevated Storage Tank pursuant to Section 8(h) and the City's contribution to the cost of the One Million Gallon Elevated Storage Tank pursuant to Section 8(k); and (ii) CTMGT shall design, engineer, construct, dedicate and fund the on-site oversized water line (the "Gettysburg Water Line"), subject to the City's authority to construct the Gettysburg Water Line pursuant to Section 8(h). The One Million Gallon Elevated Storage Tank and the Gettysburg Water Line (collectively, the "Water Improvements") are described in Exhibits I-1 and I-2, and shall be constructed and installed in the locations generally depicted on Exhibit I-2 attached hereto and in accordance with engineering plans, specifications and designs approved by the City Engineer, which approval shall not be unreasonably withheld or delayed. Conveyance plats may be approved and recorded at any time in accordance with the ordinances of the City, including but not limited to the City's Subdivision Regulations, and state law. The property for the One Million Gallon Elevated Storage Tank, consisting of 1.547 acres depicted in Exhibit I-3, shall be dedicated in fee to the City by CTMGT within 30 days after the Effective Date, provided the City timely approves a conveyance plat for such property.

(c) In consideration for Completion of Construction of certain off-site and on-site water infrastructure pursuant to the Original Agreement and the Water Improvements, CTMGT shall receive Water Impact Fees reimbursements from the City in the amount of Two Million Two Hundred Ten Thousand and no/100 dollars (\$2,210,000) ("Water Impact Fee Reimbursements"), subject to the provisions of this Agreement, as follows:

Number of residential lots on the Property to receive Water Impact Fee Reimbursements	Amount of Water Impact Fee per residential lot to be reimbursed to CTMGT	Value of Water Impact Fee Reimbursements to CTMGT
1,768	\$1,250	\$2,210,000

The City shall collect Water Impact Fees for each residential lot within the Property at the time the City issues a building permit for such lot. Commencing with the Water Impact Fee collected for the 801st residential lot on the Property, the City shall pay such Water Impact Fees to CTMGT on a quarterly basis within thirty (30) days following each March 31, June 30, September 30 and December 31 until CTMGT has received the full amount of Water Impact Fee Reimbursements. Water Impact Fees collected by the City for each residential lot on the Property in excess of \$1,250 shall be retained by the City. CTMGT acknowledges and agrees that the City will collect Water Impact Fees only upon issuance of building permits by the City for the 1,768 residences. The City does not guarantee the amount of Water Impact Fees that will actually be collected because it is unknown if and when builders will obtain building permits for the 1,768 lots. The City is only responsible to CTMGT for actual Water Impact Fees collected as a condition of issuance of building permits for the 1,768 residences, whether equal to or less than the Water Impact Fee Reimbursements.

(d) Notwithstanding Sections 8(b) and (c) above, the Water Impact Fee Reimbursements for the first 800 residential lots on the Property shall be placed by CTMGT into an escrow account designated to be used by CTMGT or the City solely for the Gettysburg Water Line and the One Million Gallon Elevated Storage Tank (the "Escrow Account"). The Escrow Account shall be maintained by a third party escrow agent selected by CTMGT, which agent and the form of the escrow agreement shall be subject to approval by the Parties, which approval shall not be unreasonably withheld, conditioned or delayed. CTMGT shall provide an accounting of the Escrow Account to the City, including Water Impact Fee Reimbursements and Sewer Impact Fee Reimbursements deposited to the Escrow Account pursuant to Section 9(d), on a quarterly basis within thirty (30) days following each March 31, June 30, September 30 and December 31.

(e) The City will begin engineering the One Million Gallon Elevated Storage Tank no later than when a Water Impact Fee is collected on the 200th residential lot on the Property. Provided the City has completed engineering and has paid the City Contribution pursuant to Section 8(k), CTMGT shall begin construction of the One Million Gallon Elevated Storage Tank in accordance with the City's design and construction plans when a Water Impact Fee is collected on the 800th residential lot on the Property and shall diligently pursue construction of the One Million Gallon Elevated Storage Tank until completion and final acceptance by the City. Notwithstanding the foregoing, if the Completion of Construction of the One Million Gallon Elevated Storage Tank is not complete after the 1,000th residential building permit has been issued for the Property, no further building permits will be issued for the Property until after Completion of Construction of the One Million Gallon Elevated Storage Tank by CTMGT.

(f) CTMGT shall design, engineer and construct the Gettysburg Water Line at no cost to the City. The Gettysburg Water Line shall be constructed in phases simultaneously with construction of Gettysburg Parkway pursuant to Section 7.

(g) Upon Completion of Construction of all or a portion of the One Million Gallon Elevated Storage Tank or design, engineering or construction of all or a portion of the Gettysburg Water Line, CTMGT may from time to time obtain a disbursement from the Escrow Account for such expenditures by providing invoices or other evidence of payment of costs by CTMGT to the escrow agent for the Escrow Account, with a copy to the City. Notwithstanding the foregoing, if any contractor or subcontractor providing materials or supplies in connection with construction of the One Million Gallon Elevated Storage Tank or the Gettysburg Water Line, requires that CTMGT pre-pay for any such materials or supplies prior to delivery ("Prepaid Materials"), then CTMGT shall be entitled to provide notice to the escrow agent for the Escrow Account, with a copy to the City, for a disbursement from the Escrow Account of the cost of such Prepaid Materials (as evidenced by an invoice from such contractor or subcontractor).

(h) If the City determines in its sole discretion that the One Million Gallon Elevated Storage Tank is needed sooner than CTMGT is required to build such facility pursuant to this Section 8 or the Gettysburg Water Line is needed sooner than CTMGT is required to build such facility pursuant to Section 8(f), CTMGT shall provide all funds in the Escrow Account to the City to be used by the City solely for such construction, upon the City's written request. If the Water Impact Fees and Sewer Impact Fees have been collected for fewer than 800 residential lots at the time the City begins construction of the One Million Gallon Elevated Storage Tank

and/or the Gettysburg Water Line, then the City may at its sole discretion retain the Water Impact Fee Reimbursements and the Sewer Impact Fee Reimbursements (instead of giving them to CTMGT to place in the Escrow Account) to offset the cost to the City for such construction. The City shall provide an accounting of the City's expenditures pursuant to this Section 8 and the Water Impact Fees and Sewer Impact Fees collected and retained by the City to CTMGT on a quarterly basis within thirty (30) days following each March 31, June 30, September 30 and December 31 until the City has retained Water Impact Fees and Sewer Impact Fees for the first 800 residential lots. The City will then resume the quarterly payments for the Water Impact Fee Reimbursements and Sewer Impact Fee Reimbursements to CTMGT when the Water Impact Fee and Sewer Impact Fee are collected on the 801st residential lot in the Property.

(i) The phrase "Water Improvement Costs" as used in this Agreement shall mean all actual costs and expenses incurred by or on behalf of CTMGT, solely and directly in connection with the Water Improvements for: (i) engineering, designing, staking, installing, construction management, constructing, testing and inspecting the Water Improvements; (ii) materials and labor; and (iii) all permits, licenses and other fees and charges of any governmental authorities actually incurred. The Parties acknowledge and agree that any Water Improvement Costs shall be borne solely by CTMGT and the City shall not pay any Water Improvement Costs, except for design and engineering of the One Million Gallon Elevated Storage Tank, the City Contribution for construction of the One Million Gallon Elevated Storage Tank pursuant to Section 8(k) and payment of the Water Impact Fee Reimbursements pursuant to Section 8(c). CTMGT acknowledges and agrees that any Water Improvement Costs for which it is not receiving Water Impact Fee Reimbursements or the City Contribution are CTMGT's proportionate share of the Water Improvement Costs necessitated by the Development.

(j) The Water Impact Fee Reimbursements shall be payable solely from Water Impact Fees collected by the City in connection with issuance of building permits for 1,768 residential lots on the Property. In no event shall the City be responsible to CTMGT from any City revenues, its general fund or assets for the Water Impact Fee Reimbursements.

(k) Upon City bid and construction specifications, CTMGT shall obtain bids for construction of the One Million Gallon Elevated Storage Tank and for construction of a 500,000 gallon elevated storage tank. The City in consultation with CTMGT will select the approved bidder. The City shall pay to CTMGT 50% of the difference between the bid for construction of the One Million Gallon Elevated Storage Tank and the bid for construction of a 500,000 gallon elevated storage tank (the "City Contribution"). The current estimate of the cost difference between the One Million Gallon Elevated Storage Tank and a 500,000 gallon elevated storage tank is \$200,000, as shown in **Exhibit I-1**. Provided, however, the City's obligation to pay the City Contribution is in no way limited or reduced by the cost estimates shown in **Exhibit I-1**. If the City fails or refuses to deliver the City Contribution to CTMGT within sixty (60) days after request by CTMGT, CTMGT may permanently reduce the size of the One Million Gallon Elevated Storage Tank to 500,000 gallons and proceed with construction in full satisfaction of CTMGT's obligations with respect to an elevated storage tank pursuant to this Section 8, and CTMGT shall be released from all obligations to construct the One Million Gallon Elevated Storage Tank.

(l) The City may retain \$350,000 in the Escrow Account until (i) the Water Improvements are completed and accepted by the City, and (ii) CTMGT provides evidence, in a form reasonably acceptable to the City, that all Water Improvement Costs have been paid by CTMGT, including, but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens. The City shall deliver all funds in the Escrow Account to CTMGT within thirty (30) days after Completion of Construction of the Water Improvements and subsections (i) and (ii) occur.

9. **SANITARY SEWER IMPROVEMENTS.**

(a) Subject to the provisions of this Agreement, the Property and the Williamsburg Tract (upon annexation by the City) are subject to and the City will assess and collect wastewater impact fees for each lot in the Property ("Sewer Impact Fees"). Sewer Impact Fees for residential lots within the Property and the Williamsburg Tract shall remain at the current rate, as contained in Ordinance O-1167, for ten (10) years from the Effective Date, but thereafter may change. The City shall assess and collect Sewer Impact Fees for commercial lots within the Property at the rate in effect pursuant to the Impact Fee Ordinance as it presently exists or may be subsequently amended.

(b) Pursuant to the terms and provisions hereof, CTMGT will design, construct, dedicate and fund the sewer infrastructure improvements described in Exhibit J (the "Sewer Improvements"). The Sewer Improvements are designed to serve the Property and are oversized to serve certain other property. The Sewer Improvements shall be constructed and installed in the locations generally depicted on Exhibit J attached hereto and in accordance with engineering plans, specifications and designs approved by the City Engineer, which approval shall not be unreasonably withheld or delayed.

(c) CTMGT shall design and engineer the Sewer Improvements upon the first building permit in Subphase 1B and shall submit construction plans for the Sewer Improvements to the City for approval. Upon approval by the City, the construction plans for the Sewer Improvements shall not expire. CTMGT shall construct the Sewer Improvements in phases as such improvements are needed to serve Subphases 2A, 3A, 3B and 3C including oversizing in accordance with Exhibit J; provided, however, in the event that a final plat is approved by the City for the commercial tract located north of IH-30 depicted on Exhibit J before CTMGT constructs the Sewer Improvements, the City may, in its sole discretion, give written notice to CTMGT directing CTMGT to construct the Sewer Improvements to serve such commercial tract. CTMGT shall attain Completion of Construction of the Sewer Improvements within six months after receipt of such notice from the City. CTMGT shall have no obligation to construct any sewer infrastructure outside the boundaries of the Property.

(d) In consideration for construction of certain off-site and on-site sewer infrastructure pursuant to the Original Agreement and the Sewer Improvements, CTMGT shall receive Sewer Impact Fees reimbursements in the amount of Two Million Two Hundred Ten Thousand and no/100 dollars (\$2,210,000) ("Sewer Impact Fee Reimbursements"), subject to the provisions of this Agreement, as follows:

Number of residential lots on the Property to receive Sewer Impact Fee Reimbursements	Amount of Sewer Impact Fee per residential lot to be reimbursed to CTMGT	Value of Sewer Impact Fee Reimbursements to CTMGT
1,768	\$1,250	\$2,210,000

The City shall collect Sewer Impact Fees for each residential lot within the Property at the time the City issues a building permit for such lot. Commencing with the Sewer Impact Fee collected for the 801st residential lot on the Property, the City shall pay such Sewer Impact Fees on a quarterly basis within thirty (30) days following each March 31, June 30, September 30 and December 31 until CTMGT has received the full amount of Sewer Impact Fee Reimbursements. Sewer Impact Fees collected by the City for each residential lot in excess of \$1,250 shall be retained by the City. CTMGT acknowledges and agrees that the City will collect Sewer Impact Fees only upon issuance of building permits by the City for the 1,768 residences. The City does not guarantee the amount of Sewer Impact Fees that will actually be collected because it is unknown if and when builders will obtain building permits for the 1,768 lots. The City is only responsible to CTMGT for actual Sewer Impact Fees collected as a condition of issuance of building permits for the 1,768 residences, whether equal to or less than the Sewer Impact Fee Reimbursements.

(e) Notwithstanding Paragraph 9(d) above, the Sewer Impact Fee Reimbursements for the first 800 residential lots on the Property shall be placed by CTMGT into the Escrow Account designated to be used solely for the Gettysburg Water Line and the One Million Gallon Elevated Storage Tank in accordance with Section 8.

(f) After paying Sewer Impact Fee Reimbursements in the amount totaling \$1,869,000, the City may withhold the final Sewer Impact Fee Reimbursements in the amount of \$350,000 until (i) the Sewer Improvements are completed and accepted by the City, and (ii) CTMGT provides evidence, in a form reasonably acceptable to the City, that all Sewer Improvement Costs have been paid by CTMGT, including, but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens. The City shall deliver the final Sewer Impact Fee Reimbursements to CTMGT within thirty (30) days after Completion of Construction of the Sewer Improvements and subsections (i) and (ii) occur.

(g) The phrase "Sewer Improvement Costs" as used in this Agreement shall mean all actual costs and expenses incurred by or on behalf of CTMGT, solely and directly in connection with the Sewer Improvements for: (i) engineering, designing, staking, installing, construction management, constructing, testing and inspecting the Sewer Improvements, (ii) materials and labor, and (iii) all permits, licenses and other fees and charges of any governmental authorities actually incurred. The Parties acknowledge and agree that any Sewer Improvement Costs shall be borne solely by CTMGT, and the City shall not pay any Sewer Improvement Costs. CTMGT acknowledges and agrees that any Sewer Improvement Costs for which it is not receiving Sewer Impact Fee Reimbursements under this Agreement are CTMGT's proportionate share of the Sewer Improvement Costs necessitated by the Development.

(h) The Sewer Impact Fee Reimbursements shall be payable solely from Sewer Impact Fees collected by the City in connection with issuance of building permits for 1,768 residential lots on the Property. In no event shall the City be responsible to CTMGT from any City revenues, its general fund or assets for the Sewer Impact Fee Reimbursements.

(i) CTMGT shall pay \$25,000 to the City to be used for the sole purpose of purchasing a portable generator to be used to meet Texas Commission on Environmental Quality requirements for Lift Station #3 and other City lift stations. CTMGT shall pay such amount to the City simultaneously with execution of this Agreement.

10. **PARKS AND OPEN SPACE DEDICATION, IMPROVEMENT AND MAINTENANCE.** Each final plat for any portion of the Property shall require and include dedication of parks and open space and construction of park Improvements and eight-foot wide hike and bike trails as generally depicted on **Exhibit K** attached hereto and incorporated herein. Actual quantity and design of the open space, park space and hike and bike trails will be determined at the time of platting of the specific tract involved. Before the first residential building permit is issued on Tract 2, Tract 2 shall join the existing homeowners association (HOA) for the Property or shall be included in a separate HOA. Documentation regarding the Tract 2 joinder or formation of a homeowners association shall be provided to the City within 14 days of such action. All parks, open space and hike and bike trails located on the Property shall be dedicated to the City and maintained by the HOA having jurisdiction over the specific subdivision in whose boundaries such parks, open space and trails are located, in accordance with the maintenance schedule shown on **Exhibit K**, which may be amended by mutual agreement of the City and the applicable HOA from time to time. If the responsible HOA fails to maintain the parks, open space and hike and bike trails within the MU Williamsburg Property, CTMGT shall have the obligation to maintain such parks, open space and hike and bike trails. If the responsible HOA fails to maintain the parks, open space and hike and bike trails within Tract 2, Fate 551, LP shall have the obligation to maintain such parks, open space and hike and bike trails until Fate 551, LP sells 125 lots within Tract 2, and thereafter Fate 551, LP shall have no such maintenance obligations. Owners shall use reasonable efforts to construct the hike and bike trails as required by the American with Disabilities Act. CTMGT and Fate 551, LP shall ensure that the HOA involved with their respective properties shall agree to these maintenance obligations and include them in their covenants, conditions and restrictions.

11. **CITY SIGNAGE.**

(a) Fate I-30 Commercial, LP shall allow the City to use the sign located on the Property owned by Fate I-30 Commercial, LP in the location depicted on **Exhibit L**, which is currently used to direct the public to the Williamsburg development (the "**Temporary Sign**"), to also promote the City, until a building permit is issued for the property on which the Temporary Sign is located or within five years after the Effective Date, whichever occurs first. Within 90 days from the Effective Date, CTMGT shall submit a design to the City, with a copy to the Parties, reflecting proposed upgrades to the Temporary Sign and landscaping improvements, including signage that states "Fate" or "City of Fate" acceptable to the City. Upon approval of such design by the City, CTMGT shall upgrade the Temporary Sign and install landscaping at no cost to the City and thereafter shall illuminate the Temporary Sign and maintain landscaping around the Temporary Sign at no cost to the City.

(b) Within five years after the Effective Date or when a building permit is issued for commercial development of the property on which the Temporary Sign is located, whichever occurs first, Fate I-30 Commercial, LP shall dedicate to the City two permanent sign lots on the Fate I-30 Commercial, LP property, one on the north side of I-30 and the second on the south side of I-30. Such signs shall be located within 50 feet from the right of way of the north and south intersections of FM 551 and the I-30 service road in the approximate locations shown on Exhibit L. The actual locations of the permanent sign lots and the content and design of such signs shall be subject to mutual agreement by the City and Fate I-30 Commercial, LP. Each permanent sign lot shall be at least 10 feet by 10 feet, and shall have permanent easements dedicated by Fate I-30 Commercial, LP to the City to allow access to the permanent sign lots. Fate I-30 Commercial, LP, shall at the same time also convey a temporary construction easement to the City to allow construction of each permanent sign on each permanent sign lot. The City shall illuminate and maintain landscaping around the permanent signs at the City's sole cost.

12. WATER AND SEWER SERVICE.

(a) As additional consideration for the Completion of Construction of the Improvements, the City shall provide water and sewer services for the Property at the same level as other similar properties in the City consistent with the uses permitted by the Zoning Ordinance, including without limitation 1,768 single-family residential units and multifamily and/or commercial development, provided the Owner or developer of such Property constructs on-site water and wastewater facilities needed to serve the Property.

(b) The City shall provide water and sewer services for the Williamsburg Tract at the same level as other similar properties in the City provided (i) the Williamsburg Tract is annexed by the City; (ii) the Williamsburg Tract is not located within the certificate of convenience and necessity ("CCN") for Blackland Water Supply Corporation ("Blackland") or other utility provider; (iii) Water Impact Fees and Sewer Impact Fees are paid to the City for each lot in the Williamsburg Tract at the rate specified in Sections 8(a) and 9(a) and thereafter at the rate then in effect pursuant to the Impact Fee Ordinance as it presently exists or may be subsequently amended; and (iv) the owner or developer of the Williamsburg Tract constructs on-site water and wastewater facilities needed to serve the Williamsburg Tract.

(c) A portion of the Property is within the Certificate of Convenience and Necessity ("CCN") owned by Blackland. The City, Fate 551, LP and Blackland entered into that certain Agreement Concerning Transfer of Portion of Retail Water Service dated October 5, 2006 (the "Blackland Agreement"), providing for the City to acquire Blackland CCN No. 11305 for 147.81 acres of the Property described on Exhibit M (the "Blackland CCN Area"). Certain of the Owners have paid all costs and fees necessary for the City to purchase the portion of the CCN owned by Blackland covering the Blackland CCN Area, consisting of payments totaling \$490,500. The Owners shall support, assist and shall not oppose transfer of Blackland's CCN rights to the City pursuant to such agreement, including necessary execution of transfer documents. If the costs of the CCN are eligible for reimbursement by the PIDs, then the City agrees to levy a PID assessment against lots specially benefitting from the CCN transfer in accordance with Chapter 372 to reimburse the Owner or Owners making such payments.

13. **AMENITY CENTER AND PUNCH LIST.**

(a) CTMGT covenants, represents and warrants that CTMGT will attain Completion of Construction of the Williamsburg Amenity Center located at 100 Williamsburg Parkway, Fate, Texas 75032, in accordance with commercial building permit issued by the City on or about November 22, 2011 (Project # COM-11-246), on or before September 30, 2012. The required pool and landscaping will be temporarily exempted by Force Majeure from any default by CTMGT if there are mandatory water restrictions that prevent their timely Completion of Construction.

(b) CTMGT covenants, represents and warrants that CTMGT will attain Completion of Construction of all repairs described in the Punch List Escrow Agreement on or before July 31, 2012. Upon completion of all repairs described in the Punch List Escrow Agreement, the City will issue a letter to CTMGT accepting all infrastructure constructed to serve Subphase 1A.

14. **PAVEMENT.** Owners shall construct paved roads in accordance with the Applicable Regulations and paving and subgrade design developed by a licensed geotechnical engineer based on soil tests for the Property.

ADDITIONAL PROVISIONS

15. **PID NOTICES.** An Owner selling property within PID 1 or PID 2 shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within PID 1 or PID 2 notifying the purchaser: (a) that the property is located in PID 1 or PID 2; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy Assessments; (d) of the unpaid reimbursement amount of the Assessment against the property; (e) of the estimated Annual Installments if Assessments are not paid in full; and (f) of the estimated duration of the Assessment and Annual Installments. Further, such Owner shall require builders selling homes to continuously post a notice of the Assessments in a conspicuous location in each model home and provide an explanation of the Assessments in written brochures and promotional materials given to each prospective purchaser. Notwithstanding Section 31, this Section 15 applies to all Owners of all or any portion of the Property.

16. **EVENT OF DEFAULT.** If an Owner or the City breaches any of the terms or conditions of this Agreement (including, but not limited to, Completion of Construction of the Improvements in accordance with this Agreement, applicable state law or the Applicable Regulations), then the breaching party, after the expiration of the notice and cure periods described in this Agreement, shall be in default under this Agreement. In addition, an Owner shall be in default under this Agreement if an Event of Bankruptcy or Insolvency occurs with respect to such Owner and the Event of Bankruptcy or Insolvency results in a default under this Agreement. In no event shall default by one Owner constitute a default by any other Owner.

17. **NOTICE TO AND CURE BY AN OWNER.** Upon an alleged breach by an Owner, the City shall notify all Owners in writing specifying, in detail, the alleged breach. The Owner alleged to have committed a breach shall have ninety (90) days from receipt of the notice in

which to cure the alleged breach specified in the City's notice. If the alleged breach cannot reasonably be cured within such ninety (90) day period and such Owner has diligently pursued such remedies as shall be reasonably necessary to cure the alleged breach, then the City may, in its discretion, extend the cure period for no longer than thirty (30) days. In no event shall an Owner have a duty to cure an alleged breach of any other Owner.

18. REMEDIES OF THE CITY.

(a) If an Owner fails to cure an alleged breach within the time period provided in Section 17 then such Owner shall be in default under this Agreement and the City, at its sole option, shall have the right to pursue any one or more of the following remedies: (i) withhold final acceptance of infrastructure or Improvements within the Subphase to which the default applies; (ii) withhold the issuance of any additional permits for the Subphase to which the default applies; (iii) issue a stop work order on any construction in the Subphase to which the default applies; (iv) pursue any administrative remedies otherwise available to the City under the Applicable Regulations, including without limitation, issuance of citations, with respect to the Subphase to which the default applies; (5) seek all available legal remedies for the specific enforcement of this Agreement (including reasonable attorney's fees); or (6) terminate the Agreement.

(b) Notwithstanding Section 18(a), the City may terminate this Agreement as to CTMGT upon receipt of thirty (30) days written notice to CTMGT if CTMGT (i) fails to attain timely Completion of Construction of the One Million Gallon Elevated Storage Tank in accordance with Section 8; (ii) fails to attain timely Completion of Construction of the Sewer Improvements in accordance with Section 9; (iii) fails to attain timely Completion of Construction of the Amenity Center in accordance with Section 13; or (iv) fails to construct and dedicate by Subphase water, sewer, drainage facilities, roads, parks or hike and bike trails within the Property in accordance with this Agreement, Applicable Regulations and generally applicable City regulations for design and construction of public infrastructure within the City, as such property develops; and CTMGT fails to cure the alleged breach after notice and opportunity to cure pursuant to Section 17. No other event of default by CTMGT shall entitle the City to terminate this Agreement as to CTMGT. CTMGT may cure such default within the 30-day period after receipt of a termination notice, in which case the City may not terminate this Agreement. The City may not terminate this Agreement with CTMGT pursuant to Section (b)(iv) above for any phase of the Property for which the City has accepted Improvements. In the event of termination of this Agreement, CTMGT shall be entitled to retain all Water Impact Fee Reimbursements and Sewer Impact Fee Reimbursements paid to CTMGT as of the date of termination but shall not be entitled after termination to receive any further payments of Water Impact Fee Reimbursements or Sewer Impact Fee Reimbursements. In addition to the other remedies of the City, if CTMGT is in default involving Water Improvements, Sewer Improvements or Road Improvements, the City at its sole discretion may withhold Water Impact Fee Reimbursements and/ or Sewer Impact Fee Reimbursements until the default is cured.

19. NOTICE TO AND CURE BY THE CITY. Upon an alleged breach by the City, an Owner shall notify the City in writing specifying, in detail, the alleged breach, with a copy to all Owners. The City shall have sixty (60) days from receipt of the notice in which to cure the

alleged breach specified in the Owner's notice. If the alleged breach cannot reasonably be cured within such sixty (60) day period and the City has diligently pursued such remedies as shall be reasonably necessary to cure the alleged breach, then an Owner may, in its discretion, extend the cure period.

20. **REMEDIES OF THE OWNER.** If the City fails to cure an alleged breach within the time period provided herein or, as such time period may be extended, then the City shall be in default and an Owner, at its sole option, shall have the right to: (a) seek a writ of mandamus for any failure by the City to perform an administrative or ministerial function; (b) pursue any administrative remedies otherwise available to an Owner under the Applicable Regulations; or (c) seek all available legal remedies for the specific enforcement of this Agreement (including reasonable attorney's fees).

21. **EARLY TERMINATION BY AGREEMENT.** This Agreement may be terminated by written agreement of all the Parties. In the event of such a termination, CTMGT shall be entitled to retain all Water Impact Fee Reimbursements and Sewer Impact Fee Reimbursements paid to CTMGT as of the date of termination but shall not be entitled after termination to receive any further payments of Water Impact Fee Reimbursements or Sewer Impact Fee Reimbursements.

22. **NO WAIVER BY CITY.** The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Owners to enforce their remedies under this Agreement.

23. **NOTICES.** All notices required by this Agreement shall be in writing and shall be addressed to the following, or to such address as a Party designates in writing in accordance with this Agreement. Notices shall be provided by certified mail, postage prepaid, or by hand delivery, and shall be considered given when actually received.

If intended for the City, to:

Vicki Mikel
City Manager
P.O. Box 159
Fate, Texas 75132

With copies to: (which shall not constitute Notice)

Andy Messer
Messer, Campbell & Brady LLP
6351 Preston Road, Suite 350
Frisco, Texas 75034

If intended for the Owners, to:

Fate I-30, LP
1601 Elm Street, Suite 3400
Dallas, Texas 75201
Attn: Tom Nelson

Fate I-30 Commercial, LP
1601 Elm Street, Suite 3400
Dallas, Texas 75201
Attn: Tom Nelson

Fate 551, LP
1601 Elm Street, Suite 3400
Dallas, Texas 75201
Attn: Tom Nelson

CTMGT Williamsburg, LLC
1221 North I-35 East
Suite 200
Carrollton, Texas 75006
Attn: Mehrdad Moayedi

Centamtar Terras, LLC
1221 North I-35 East
Suite 200
Carrollton, Texas 75006
Attn: Mehrdad Moayedi

24. **TRANSFER OF WARRANTIES.** Any Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Improvements. The Parties acknowledge that no bonds or warranties have been or will be transferred to the City for Subphase 1A Improvements.

25. **WAIVER OF ACTIONS.**

(a) Nothing in the dealings between the Parties prior to the Effective Date, this Agreement or the Original Agreement shall be considered an illegal impact fee or exaction. The Owners, the Prior Owners and the Original Owners agree and stipulate that all terms of Local Government Code Section 212.904 have been met by the City and that the Owners', Prior Owners' and Original Owners' portion of the costs of municipal infrastructure Improvements required by this Agreement, the Original Agreement and/or the Parties' dealings prior to the Effective Date do not exceed the amount required for infrastructure Improvements that are roughly proportionate to the proposed development.

(b) Expressly subject to the conditions set forth in this Section 25(b), the Owners, the Prior Owners, and the Original Owners and their related entities, successors and assigns (collectively the "Developer Parties") release and discharge the City, its past and present employees, officers, council members, attorneys and other representatives (including city consultants, the city attorney, the city engineer, city building official and city bond counsel) (collectively the "City Parties") from any and all claims, demands, controversies, and causes of action for breach of contract, takings, exactions, civil rights (including under the United States and Texas constitutions and 42 U.S.C. § 1983), negligence, claims under Texas Local

Government Code Chapter 395, and claims under the Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, and all claims for reimbursements and monies under the Original Agreement that relate to the Development and that occurred prior to the date of execution of this Agreement, provided, however, notwithstanding anything to the contrary in this Section 25(b), the Parties do not release any future contract rights arising under or related to this Agreement. Any claims against the City Parties by the Developer Parties arising prior to the Effective Date which are not specifically released by this Section 25(b) are hereby assigned by the Developer Parties to the City.

(c) The City Parties hereby release the Developer Parties from all claims, demands, controversies, and causes of action against the Developer Parties, their past and present employees, attorneys and other representatives (i) arising from the Original Agreement; or (ii) that relate to the Development and that occurred prior to the date of execution of this Agreement; provided, however, notwithstanding anything to the contrary in this paragraph of this Agreement, the City Parties do not release any present or future contract rights arising under or related to this Agreement and nothing herein releases CTMGT from its obligations pursuant to the Punch List Escrow Agreement and/ or the Amenity Center Escrow Agreement.

(d) The City represents and warrants to the Developer Parties that it has no knowledge of any claims, demands, controversies, and causes of action against the Developer Parties, their past and present employees, officers, attorneys and other representatives, arising through the date hereof.

(e) The Developer Parties represent and warrant to the City Parties that they have no knowledge of any claims, demands, controversies, and causes of action against the City Parties, their past and present employees, officers, attorneys and other representatives, arising through the date hereof.

26. DEVELOPER PARTIES' ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT AND INDEMNIFICATION.

(A) EACH OWNER, PRIOR OWNER AND ORIGINAL OWNER ACKNOWLEDGES AND AGREES THAT:

(i) THE IMPROVEMENTS TO BE CONSTRUCTED AND THE FEES TO BE IMPOSED BY THE CITY REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED;
- (C) NUISANCE; AND/OR

(D) VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION GIVING RISE TO A CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST THE CITY.

(II) THE AMOUNT OF EACH OWNER'S, PRIOR OWNER'S AND ORIGINAL OWNER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT AND/OR THE ORIGINAL AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH OWNER'S, PRIOR OWNER'S AND ORIGINAL OWNER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) EACH OWNER, PRIOR OWNER AND ORIGINAL OWNER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT OR CONVEYED TO THE CITY OR ACQUIRED FOR THE CITY PURSUANT TO THE ORIGINAL AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND EACH OWNER, PRIOR OWNER AND ORIGINAL OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE. EACH OWNER, PRIOR OWNER AND ORIGINAL OWNER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF OWNER'S, PRIOR OWNER'S AND ORIGINAL OWNER'S TRACT ON THE CITY'S INFRASTRUCTURE. OWNERS, PRIOR OWNERS, ORIGINAL OWNERS AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(IV) INDEMNIFICATION. EACH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES AND AGENTS FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO SUCH OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, AND/OR TRUSTEES, REGARDING THE DEVELOPMENT OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE DEVELOPMENT, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF THE CITY PARTIES. THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER PARTIES.

(B) EACH OWNER, PRIOR OWNER AND ORIGINAL OWNER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS

RELATING TO EACH OWNER'S, PRIOR OWNER'S AND ORIGINAL OWNER'S OBLIGATIONS CREATED IN THIS AGREEMENT AND/OR THE ORIGINAL AGREEMENT.

(C) EACH OWNER, PRIOR OWNER AND ORIGINAL OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION RELATING TO EACH OWNER'S, PRIOR OWNER'S AND ORIGINAL OWNER'S OBLIGATIONS CREATED IN THIS AGREEMENT OR THE ORIGINAL AGREEMENT.

(D) THIS SECTION 26 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

27. **ASSIGNMENT.** This Agreement is made solely for the benefit of the City and the Owners, and is not assignable except as follows: (i) each Owner may, without further consent or acknowledgement of the City, assign its rights (but not its obligations) under this Agreement to any lender or financial institution; (ii) each Owner may, without the consent of the City, assign its rights and obligations under this Agreement to a related entity that assumes such interest and is financially and fully capable of performing the obligations of such Owner under this Agreement; (iii) Centamtar Terras, LLC may assign its rights and obligations under this agreement to CTMGT upon conveyance of Centamtar Terras, LLC's title to a portion of the MU Williamsburg Property to CTMGT; and (iv) each Owner may, with the prior written consent of the City (which consent shall be considered by the City in good faith based upon financial and performance criteria, and which shall not be unreasonably withheld, conditioned or delayed), otherwise assign its rights and obligations under this Agreement. Each Owner shall be released from its obligations under this Agreement upon delivery to the City of an executed assignment and assumption agreement that expressly assumes all of such Owner's rights and obligations to the City. Upon valid assignment, the City shall execute a document evidencing such Owner's release upon the written request to do so by such Owner. No assignment of future obligations, however, shall release such Owner from any duties or obligations that arose prior to the effective date of the assignment unless the City agrees to such a release. This Agreement may not be assigned by the City. No other person or entity shall acquire or have any right hereunder or by virtue hereof.

28. **SEVERABILITY.** In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

29. **GOVERNING LAW.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Rockwall County, Texas.

30. **ENTIRE AGREEMENT.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of

this Agreement; provided, however, the City and the responsible HOA may amend the parks maintenance schedule on **Exhibit K** from time to time, with notice to the other Parties.

31. **RECORDATION.** A certified copy of this Agreement shall be recorded in the Deed Records of Rockwall County, Texas and shall run with the Property. This Agreement shall be binding on the City and each Owner and its respective successors and assigns except as provided in this section. Notwithstanding the foregoing, however, this Agreement shall not be binding on, and shall not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot. For purposes of this Agreement, the City and the Owners agree that the term "end-buyer of a fully developed and improved lot" shall mean any owner, lessee, or occupant of a lot on the Property for which the City has approved a final plat and all infrastructure to serve such lot has been constructed and accepted or security has been posted with the City to construct all infrastructure to serve such lot. The City and the Owners further agree that this Agreement shall not be binding upon any property (whether or not platted) used or intended to be used for (a) public streets, roads, alleys, easements, or other public rights of way or (b) a church, school, police/fire/EMS facility, library, public park, public community center, or any other public use unless otherwise shown in this Agreement. Notwithstanding anything in this Section 31 to the contrary, any person or entity selling property within PID 1 or PID 2 shall comply with the notice provision contained in Section 15.

32. **RELEASES.** From time to time upon written request by an Owner or any other owner, lessee, or occupant, the City shall execute, in recordable form, a full and unconditional release of this Agreement consistent with the provisions of Section 31 above. In addition, the City Manager shall have the authority (but not the obligation), from time to time, to execute further releases of this Agreement with respect to specific tracts of land if, in the sole discretion of the City Manager, such releases are in the best interest of the City. Notwithstanding, if more than one release is requested within a consecutive 12-month period, the City shall not provide the second or subsequent releases unless the requestor has paid a fee of \$800 per release.

33. **INCORPORATION OF RECITALS.** The recitals contained in this Agreement are true and correct and are hereby incorporated herein as part of this Agreement.

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

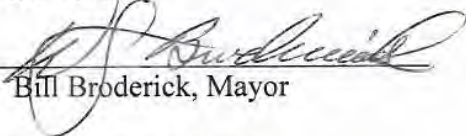
35. **COUNCIL AUTHORIZATION.** This Agreement has been specifically approved by the City at a duly-called and authorized public meeting of the City Council by the passage of Ordinance No. _____.

36. **EXHIBITS.** The following exhibits are attached to and incorporated as part of this Agreement for all purposes:


- Exhibit A Legal Description of Original Property
- Exhibit A-1 Map of Original Property
- Exhibit B Deed to Rockwall Independent School District
- Exhibit B-1 Map of Rockwall Independent School District Property
- Exhibit C Legal Description of MU Williamsburg Property (PID 1)
- Exhibit C-1 Map of MU Williamsburg Property
- Exhibit D Map of the Property
- Exhibit E Map of PID 1 and PID 2
- Exhibit F Phasing Plan for the Property
- Exhibit G Memorial Parkway Extension
- Exhibit H Rochelle Road and Gettysburg Parkway Improvements
- Exhibit I-1 Water Tower and Cost Estimate
- Exhibit I-2 Water Improvements and Locations
- Exhibit I-3 Water Tower Tract
- Exhibit J Sewer Improvements
- Exhibit K Parks and Open Space Dedication, Improvements and Maintenance
- Exhibit L Locations of Temporary Sign and Permanent Signs
- Exhibit M Blackland CCN Area

Executed in multiple originals this 6th day of February, 2012.

CITY OF FATE:

By: 
 Bill Broderick, Mayor

APPROVED AS TO FORM


 Wm. Andrew Messer, City Attorney

ATTEST


 Jean Dwinell, City Secretary



STATE OF TEXAS §

COUNTY OF Rockwall §
§

This instrument was acknowledged before me on this 7th day of February,
2012, by Bill Broderick, Mayor, on behalf of the City of Fate.

Christy Schell
Notary Public, State of Texas



OWNERS:

FATE I-30, LP

a Texas limited partnership

By: Hunt Land Holdings, LLC,
its General Partner

By: Alan Bain
Name: Alan Bain
Its: Vice President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 3rd day of February, 2012, by Alan Bain, Vice President of Hunt Land Holdings, LLC, general partner of Fate I-30, LP, a Texas limited partnership, on behalf of said Texas limited partnership.



Susan M. Lecroy
Notary Public, State of Texas

FATE I-30 COMMERCIAL, LP
a Texas limited partnership

By: Hunt Land Holdings, LLC,
its General Partner

By: Alan Bain
Name: Alan Bain
Its: Vice President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 3rd day of February, 2012, by Alan Bain, Vice President, of Hunt Land Holdings, LLC, general partner of Fate I-30 Commercial, LP, a Texas limited partnership, on behalf of said limited partnership.



Susan M. Lecroy
Notary Public, State of TEXAS

FATE 551, LP
a Texas limited partnership

By: Pittman Investments, LLC,
its General Partner

By: Alan Bain
Name: Alan Bain
Its: Vice President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 3rd day of February, 2012, by Alan Bain, Vice President, of Pittman Investments, LLC, a Texas limited liability company, general partner of Fate 551, LP, on behalf of said limited partnership.



Susan M. Lecroy
Notary Public, State of Texas

CTMGT WILLIAMSBURG, LLC
a Texas limited liability company

By: Centamtar Terras, LLC,
a Texas limited liability company,
its manager

By: CTMGT, LLC,
a Texas limited liability company,
its manager

By: *Mehrdad Moayedi*
Mehrdad Moayedi,
Manager and Member

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 6 day of February, 2012, by Mehrdad Moayedi, Manager and Member of CTMGT, LLC, a Texas limited liability company, manager of Centamtar Terras, LLC, manager of CTMGT Williamsburg, LLC, a Texas limited liability company, on behalf of said limited liability company.



Laura Wayland
Notary Public, State of Texas

PRIOR OWNERS:

FATE-SMITH, LP

a Texas limited partnership

By: AFRE, LLC,
its General Partner

By: T Nelson
Name: T E Nelson
Its: MANAGER

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 3rd day of February, 2012, by T.E. Nelson, manager, of AFRE, LLC, a Texas limited liability company, general partner of Fate-Smith, LP, a Texas limited partnership, on behalf of said limited partnership.



Susan M. Lecroy
Notary Public, State of Texas

MU WILLIAMSBURG, LLC
a Texas limited liability company

By: MU Williamsburg Holdings, LLC,
a Texas limited liability company,
its sole member

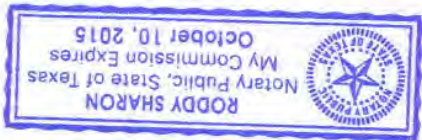
By: ^{MS, Delaware} United Development Funding, LP,
a Nevada limited partnership,
its sole member

By: ^{MS, Delaware} United Development Funding, Inc.,
a Nevada corporation,
its general partner

By: Melissa Youngblood
Name: Melissa Youngblood
Its: Vice President

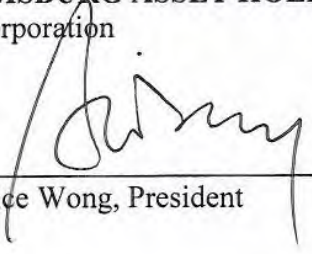
STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 6 day of Feb,
2012, by Melissa, Youngblood, of United Development Funding,
Inc., general partner of United Development Funding, LP, sole member of MU Williamsburg
Holdings, LLC, sole member of MU Williamsburg, LLC, a Texas limited liability company, on
behalf of said limited liability company.



Roddy Sharon
Notary Public, State of _____

WILLIAMSBURG ASSET HOLDINGS INC.,
a Texas corporation

By: 
Alice Wong, President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 4th day of February, 2012, by Alice Wong, President of Williamsburg Asset Holdings Inc., a Texas corporation, on behalf of said corporation.

Kelley L. Latham
Notary Public, State of Texas



EXHIBIT A

Legal Description of Original Property

Exhibit A

1270.024\25224.8

EXHIBIT A

PROPERTY DESCRIPTION

TRACT 1:

BEING a tract or parcel of land situated in the J.H. Bailey Survey, Abstract No. 44, the D. Thedford Survey, Abstract No. 208, the G.W. Ridlin Survey, Abstract No. 184, the J. Edison Survey, Abstract No. 78, the S.B. Crabtree Survey, Abstract No. 58, the J.B. Merchant Survey, Abstract No. 159 and the J.T. Spillers Survey, Abstract No. 205, Rockwall County, Texas, and being part of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3569, Page 275 of the Real Property Records of Rockwall County, Texas (R.P.R.R.C.T.), all of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3542, Page 39 (R.P.R.R.C.T.), all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3717, Page 75 (R.P.R.R.C.T.), all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3879, Page 181 of the Official Public Records of Rockwall County, Texas (O.P.R.R.C.T.), all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3879, Page 174 (O.P.R.R.C.T.), all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3879, Page 195 (O.P.R.R.C.T.), all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3879, Page 188 (O.P.R.R.C.T.), and also being part of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3525, Page 229 (R.P.R.R.C.T.), part of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3625, Page 40 (R.P.R.R.C.T.), part of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3893, Page 211 (O.P.R.R.C.T.), part of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3784, Page 58 (O.P.R.R.C.T.), part of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3784, Page 52 (O.P.R.R.C.T.), part of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3784, Page 45 (O.P.R.R.C.T.), part of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3625, Page 47 (R.P.R.R.C.T.), and part of that tract of land described in a Deed to Fate I-30, LP, as recorded in Volume 3589, Page 21, (R.P.R.R.C.T.), and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for corner at the Southeast corner of the above cited Fate-Smith, LP tract recorded in Volume 3717, Page 75, said point also being in the Westerly line of F.M. Highway No. 551 (80' right-of-way);

THENCE North 89 degrees 38 minutes 03 seconds West departing the Westerly line of said highway, and along the South line of said Fate-Smith tract, for a distance of 1846.95 feet to a 1 inch steel bar found for corner, said point being the Northwest corner of a tract of land described in a Deed to Fate I-30, LP, as recorded in Volume 3656, Page 202 (R.P.R.R.C.T.);

THENCE North 89 degrees 21 minutes 21 seconds West along the South line of said Fate-Smith tract, for a distance of 448.37 feet to a ½ inch iron rod found for corner at the Southwest corner of same, said point also being the Southeast corner of a 224.56 acre tract of land conveyed to Fate I-30, L.P. as recorded Volume 3625, Page 40 (R.P.R.R.C.T.);

THENCE North 89 degrees 39 minutes 03 seconds West along the South line of said 224.56 acre tract, for a distance of 3367.35 feet to a 2" axle rod found for corner at the Southwest corner of same, said point also being the Southeast corner of the above cited Fate I-30, LP tract recorded in Volume 3542, Page 39;

THENCE North 89 degrees 57 minutes 39 seconds West along the South line of said Fate I-30, LP tract, for a distance of 1872.07 feet to ½ inch iron rod set for corner at the Southwest corner of same;

THENCE North 00 degrees 18 minutes 55 seconds East along the West line of Fate I-30, LP tract, for a distance of 529.52 feet to ½ inch iron rod found for corner at the Southeast corner of the above cited Fate I-30, LP tract recorded in Volume 3525, Page 229 (R.P.R.R.C.T.);

EXHIBIT A (continued)

THENCE North 89 degrees 55 minutes 51 seconds West along the South line of said Fate I-30, LP tract, for a distance of 1809.22 feet to a ½ inch iron rod found for corner in the centerline of Rochelle Road (variable width right-of-way);

THENCE North 00 degrees 00 minutes 24 seconds West along the centerline of said Rochelle Road, for a distance of 819.80 feet to a point for corner;

THENCE North 64 degrees 51 minutes 16 seconds East, departing Rochelle Road along the Northerly line of said Fate I-30, LP., recorded in Volume 3525, Page 229 (R.P.R.R.C.T.) for a distance of 1830.45 feet to a ½ inch iron rod found for corner;

THENCE North 00 degrees 19 minutes 21 seconds West along the Northwesterly line of said Fate I-30, LP., recorded in Volume 3525, Page 229 (R.P.R.R.C.T.) for a distance of 174.21 feet to a ½ inch iron rod found for corner;

THENCE North 89 degrees 11 minutes 30 seconds East along the most Northerly line of said Fate I-30, LP., recorded in Volume 3525, Page 229 (R.P.R.R.C.T.) for a distance of 172.54 feet to a ½ inch iron rod found for corner;

THENCE South 07 degrees 23 minutes 14 seconds West along the West line of said Fate I-30, LP tract recorded in Volume 3569, Page 275 for a distance of 76.62 feet to a point for corner;

THENCE South 00 degrees 18 minutes 55 seconds West along the West line of the above cited Fate I-30, LP tract recorded in Volume 3569, Page 275, for a distance of 837.20 feet to a point for corner;

THENCE South 89 degrees 42 minutes 19 seconds East along the South line of said Fate I-30, LP tract recorded in Volume 3569, Page 275 tract, for a distance of 1881.30 feet to a point of corner;

THENCE North 01 degrees 03 minutes 13 seconds East along the East line of said Fate I-30, LP tract recorded in Volume 3569, Page 275, for a distance of 965.02 feet to a ½ inch iron rod found for corner at the Northeast corner of same;

THENCE North 00 degrees 50 minutes 40 seconds East along the West line of said Fate I-30, LP tract recorded in Volume 3625, Page 40, for a distance of 120.23 feet to a ½ inch iron rod found for corner at the Northwest corner of same;

THENCE South 89 degrees 48 minutes 30 seconds East along the North line of said Fate I-30, LP tract recorded in Volume 3625, Page 40, for a distance of 431.22 feet to a ½ inch iron rod found of corner;

THENCE South 89 degrees 40 minutes 31 seconds East along the North line of said Fate I-30, LP tract recorded in Volume 3625, Page 40, for a distance of 635.31 feet to a 1 inch iron rod found for corner;

THENCE South 89 degrees 53 minutes 50 seconds East along the North line of said Fate I-30, LP tract recorded in Volume 3625, Page 40, for a distance of 1203.20 feet to a ½ inch iron rod found for corner;

THENCE North 00 degrees 00 minutes 20 seconds East along the most Northerly West line of said Fate I-30, LP tract recorded in Volume 3625, Page 40, for a distance of 1386.54 feet to a 1" iron pipe found for corner in the center of Ben Payne Road;

EXHIBIT A (continued)

THENCE South 89 degrees 36 minutes 08 seconds East along the center of said road, and along the most Northerly line of said Fate I-30 LP tract recorded in Volume 3625, Page 40, for a distance of 552.91 feet to a 1/2" iron rod found for corner;

THENCE South 89 degrees 35 minutes 57 seconds East along the center of said road, and along the most Northerly line of said Fate I-30 LP., tract recorded in Volume 3625, Page 40, for a distance of 532.56 feet to a point for corner said point being the Northeast corner of said tract,

THENCE North 89 degrees 38 minutes 26 seconds East along the center of said road, and along the most Northerly line of said Fate I-30 LP., tract recorded in Volume 3625, Page 47, for a distance of 1179.65 feet to a 1/2" iron rod found for corner in the Westerly right of way of F.M. Highway No. 551;

THENCE along the Westerly right of way line of said F.M. Highway No. 551 as follows:

South 00 degrees 54 minutes 29 seconds West a distance of 367.05 feet to a 1/2 inch iron rod found for corner at the beginning of a non-tangent curve to the left;

Southeasterly, along said non-tangent curve to the left having a central angle of 40 degrees 37 minutes 50 seconds, a radius of 174.46 feet, a chord bearing of South 22 degrees 08 minutes 31 seconds East, a chord distance of 121.14 feet and an arc length of 123.72 feet to a point for corner;

THENCE South 37 degrees 15 minutes 49 seconds West departing the Westerly line of said highway, and along the Easterly line of the above cited Fate I-30, LP tract recorded in Volume 3625, Page 47, for a distance of 123.64 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degrees 10 minutes 39 seconds East along the Easterly line of said Fate I-30, LP tract recorded in Volume 3625, Page 47, for a distance of 362.26 feet to a 1/2 inch iron rod found for corner at the Southeast corner of same;

THENCE North 89 degrees 18 minutes 06 seconds West along the South line of said Fate I-30, LP tract, for a distance of 98.53 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degrees 26 minutes 46 seconds West, departing the South line of said Fate I-30, LP tract, for a distance of 380.67 feet to a point for corner;

THENCE South 89 degrees 23 minutes 54 seconds East along the North line of Fate-Smith LP tract recorded in Volume 3784, Page 58, for a distance of 952.41 feet to a point for corner;

THENCE South 89 degrees 54 minutes 24 seconds East continuing along the North line of said Fate-Smith LP tract, for a distance of 273.39 feet to a point for corner in the West line of said F.M. Highway No. 551;

THENCE South 00 degrees 15 minutes 55 seconds West along the West line of said highway, for a distance of 190.09 feet to a point for corner;

THENCE North 89 degrees 31 minutes 20 seconds West along the South line of the above cited Fate-Smith LP., tract recorded in Volume 3784, Page 58, for a distance of 2286.40 feet to a 3/8 inch iron rod found for corner at the Southwest corner of same;

THENCE South 00 degrees 39 minutes 50 seconds West along the Easterly line of the above cited Fate I-30, LP tract recorded in Volume 3625, Page 40, for a distance of 304.25 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 27 minutes 47 seconds East departing the Easterly line of said Fate I-30, LP tract recorded in Volume 3625, Page 40, for a distance of 2288.57 feet to a 1/2 inch iron rod found for corner in the West line of said F.M. Highway No. 551;

EXHIBIT A (continued)

THENCE South 00 degrees 09 seconds 48 minutes West along the West line of said highway, for a distance of 762.52 feet to a ½ inch iron rod found for corner;

THENCE North 89 degrees 28 minutes 16 seconds West departing the West line of said highway, for a distance of 905.38 feet to a point for corner;

THENCE South 00 degrees 11 minutes 08 seconds West for a distance of 381.40 feet to a point for corner in the North line of the above cited Fate-Smith, LP tract recorded in Volume 3717, Page 75;

THENCE South 89 degrees 27 minutes 32 seconds East along the North line of said Fate-Smith, LP tract, for a distance 905.38 feet to a ½ inch iron rod found for corner in the West line of said F.M. Highway No. 551;

THENCE South 00 degrees 36 minutes 39 seconds West along the West line of said highway, for a distance 834.63 feet to a point for corner at the beginning of a non-tangent curve to the left;

THENCE in a Southeasterly direction, along the West line of said highway, and along said non-tangent curve to the left having a central angle of 23 degrees 07 minutes 57 seconds, a radius of 205.13 feet, a chord bearing of South 10 degrees 47 minutes 55 seconds East, a chord distance of 82.26 feet, and an arc length of 82.82 feet to a ½ inch iron rod found for corner at the POINT OF BEGINNING, and containing 481.53 acres of land.

TRACT 2:

BEING all that certain lot, tract or parcel of land situated in the J.B. MERCHANT SURVEY, ABSTRACT NO. 159, Rockwall County, Texas, and being the residue of a 143.5 acres tract of land as described in a Warranty deed from J.O. Wallace and wife, Mary E. Wallace to W.E. Garrett, dated November 2, 1950 and being recorded in Volume 55, Page 162 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the South boundary line of said 143.5 acres tract and the South line of said Merchant Survey with the East right-of-way line of F.M. Highway 551, said point also being at the Northwest corner of SMITH ACRES, an Addition to Rockwall County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 8 of the Plat Records of Rockwall County, Texas;

THENCE in a Northerly direction along a non-tangent curve to the right having a central angle of 39 degrees 18 minutes 05 seconds, a radius of 125.13 feet, a chord of N. 18 degrees 52 minutes 59 seconds W., 84.16 feet, along said right-of-way line, an arc distance of 85.83 feet to a point for corner;

THENCE North 00 degrees 23 minutes 48 seconds East, along said right-of-way line, a distance of 1775.04 feet to a point for corner;

THENCE North 00 degrees 00 minutes 10 seconds West along said right-of-way line, a distance of 207.62 feet to a point for corner at the Southwest corner of a 6.00 acres tract as described as Tract One in a Deed recorded in Volume 937, Page 164 of the Real Property Records of Rockwall County, Texas;

EXHIBIT A (continued)

THENCE South 89 degrees 40 minutes 47 seconds East a distance of 1222.50 feet to a point for corner at the Southeast corner of said 6.00 acres tract;

THENCE North 01 degrees 26 minutes 39 seconds East a distance of 1731.06 feet to a point for corner in the Northeast line of said Merchant survey and in the Southwest line of the C.V. Haya Survey, Abstract No. 112;

THENCE South 44 degrees 21 minutes 51 seconds East along the Southwest line of a 53.271 acres tract as described in a Deed from Philip Harvey to Donald D. Harvey J. as recorded in Volume 766, Page 166 of the Real Property Records of Rockwall County, Texas, a distance of 1432.96 feet to a ½" iron rod found for corner at the South most corner of same, said point being the West most corner of Lot 1 of WINDY HILL ESTATES, an Addition to Rockwall County, Texas according to the Plat thereof recorded in Cabinet C, Slide 155 of the Plat Records of Rockwall County, Texas;

THENCE South 45 degrees 41 minutes 17 seconds East along the Southwest line of said Lot 1 a distance of 108.95 feet to a ½" iron rod found for corner at turn in said Lot 1 and being in the East line of said Merchant Survey;

THENCE South 00 degrees 06 minutes 01 seconds East along the West boundary of said Windy Hill Estates, a distance of 973.09 feet to a ½" iron rod found for corner at the South corner of Lot 2;

THENCE South 00 degrees 07 minutes 55 seconds West a distance of 1706.89 feet to a concrete monument found for corner at the Southeast corner of said Merchant Survey and said 143.5 acres tract;

THENCE South 89 degrees 52 minutes 01 seconds West along the North line of said Smith Acres, a distance of 2328.84 feet to the **POINT OF BEGINNING** and containing 141.0 acres of land.

EXHIBIT A-1

Map of Original Property

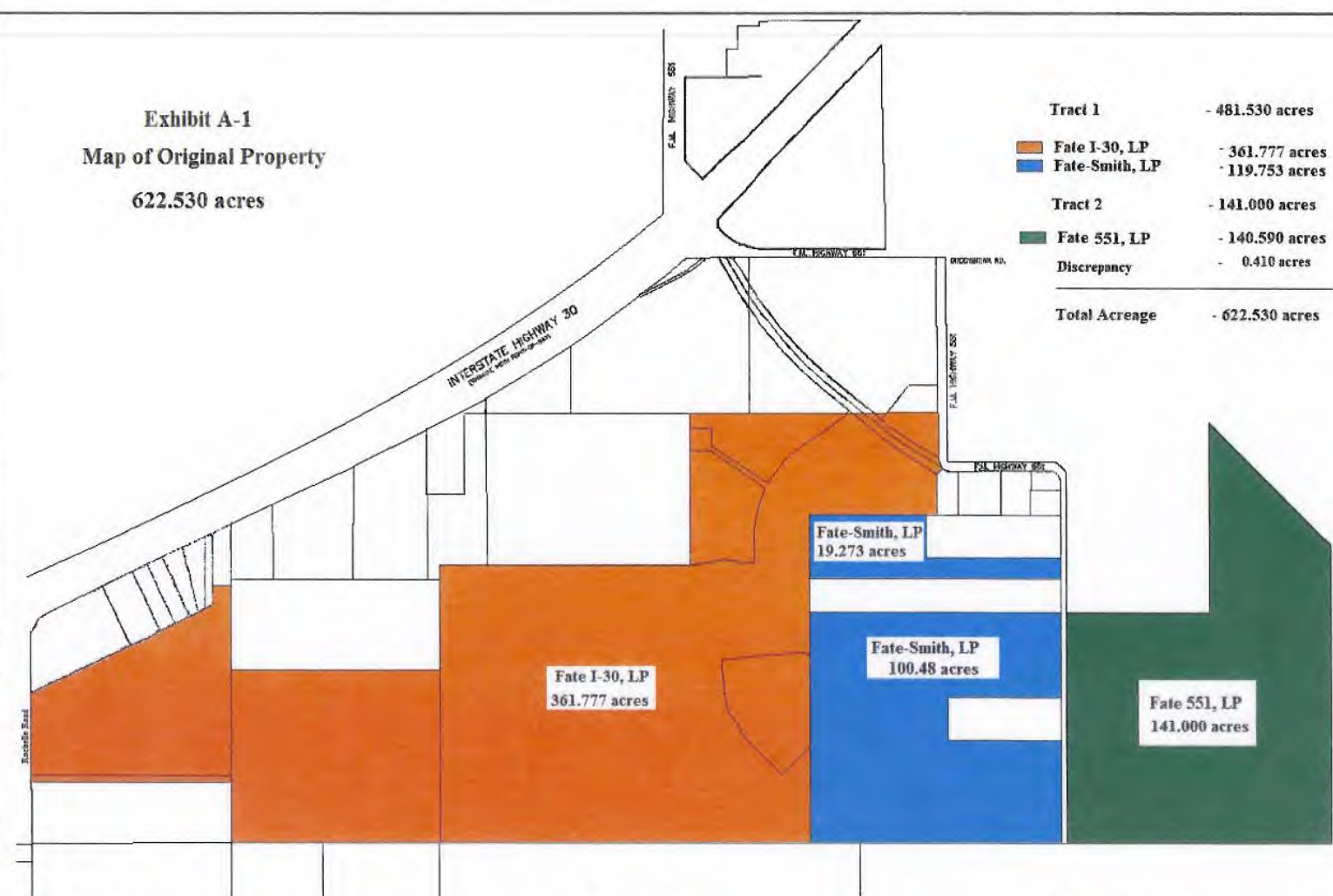
Exhibit A-1

1270.024\25224.8

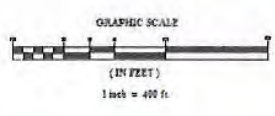
Exhibit A-1
Map of Original Property
622.530 acres



Tract 1	- 481.530 acres
■ Fate I-30, LP	- 361.777 acres
■ Fate-Smith, LP	- 119.753 acres
Tract 2	- 141.000 acres
■ Fate 551, LP	- 140.590 acres
Discrepancy	- 0.410 acres
Total Acreage	- 622.530 acres



Developer:
 Fate-Smith, LP
 Fate I-30, LP
 Fate I-30 Comm'l, LP
 Fate 551, LP



Williamsburg Development
City of Fate, Texas

EXHIBIT B

Deed to Rockwall Independent School District

Exhibit B

1270.024\25224.8

Rockwall County
Paulette Burks
County Clerk
Rockwall, Texas 75087 (972) 862-0220



Instrument Number: 2006-00358679

As
Recordings

Recorded On: July 21, 2006

Parties: FATE I-30 LP

To ROCKWALL ISD

Billable Pages: 7

Number of Pages: 7

Comment: WD

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings	36.00
Total Recording:	36.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-00358679

Receipt Number: 162258

Recorded Date/Time: July 21, 2006 10:06:59A

Book-Vol/Pg: BK-OR VL-4661 PG-249

User / Station: F - Cashier Station #4

Record and Return To:

ROCKWALL ISD

1050 WILLIAMS ST

Rockwall TX 75087



Paulette Burks
Rockwall County Clerk

200504546-05

WARRANTY DEED

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

Date: JULY 18, 2006

Grantor: FATE I-30, L.P., a Texas limited partnership

Grantor's mailing address:
1601 ELM STREET, SUITE 3400
DALLAS, TX 75201

Grantee: ROCKWALL INDEPENDENT SCHOOL DISTRICT

Grantee's mailing address:
1050 WILLIAMS STREET
ROCKWALL, TEXAS 75087

Consideration: Ten and No/100 Dollars (\$10.00) Cash and other good and valuable consideration.

Property (including any improvements):
TRACT 1

BEING A TRACT OF LAND SITUATED IN THE G.W. RIDLIN SURVEY ABSTRACT NO. 184, AND BEING PART OF A TRACT OF LAND AS DESCRIBED BY DEED TO FATE I-30, L.P., RECORDED IN VOLUME 3525, PAGE 229 REAL PROPERTY RECORDS OF ROCKWALL COUNTY, TEXAS (O.P.R.R.C.T.), SAID TRACT ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 60 "D" NAIL FOUND FOR CORNER AT THE MOST NORTHWESTERLY CORNER OF SAID FATE I-30, L.P. TRACT SAME BEING IN THE CENTER OF ROCHELLE ROAD AND THE EASTERLY LINE OF A TRACT OF LAND AS DESCRIBED BY DEED TO TED WHITWORTH, RECORDED IN VOLUME 715, PAGE 328 (R.P.R.R.C.T.), SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED TO CMH HOMES, INC. A TENNESSEE CORPORATION, RECORDED IN VOLUME 1404, PAGE 260 (R.P.R.R.C.T.);

THENCE NORTH 64 DEGREES 51 MINUTES 16 SECONDS EAST PASSING A 1/2 INCH IRON ROD FOUND AT 16.29 FEET AND CONTINUING IN ALL A DISTANCE OF 1830.45 FEET ALONG THE SOUTH LINE OF THE FOLLOWING TRACTS, JAMES BLANKS AND KAY BLANKS RECORDED IN VOLUME 1746, PAGE 208 (R.P.R.R.C.T.), SHANNON AND STACY IRBY RECORDED IN VOLUME 1335, PAGE 83 (O.P.R.R.C.T.), DENNIS A. VIERLING RECORDED IN VOLUME 1217, PAGE 96 (R.P.R.R.C.T.), JAMES AND SHANNON WAGONER RECORDED IN VOLUME 1454, PAGE 25

(R.P.R.C.T.), MICHAEL R. ASBURY RECORDED IN VOLUME 2453, PAGE 157 (R.P.R.C.T.), FIRST UNITED PENTECOSTAL CHURCH RECORDED IN VOLUME 1349, PAGE 181 (R.P.R.C.T.), TO A ½ INCH IRON ROD FOUND FOR CORNER AT THE SOUTHEAST CORNER OF SAID FIRST UNITED PENTECOSTAL CHURCH TRACT:

THENCE NORTH 00 DEGREES 19 MINUTES 21 SECONDS WEST A DISTANCE 174.21 FEET ALONG THE EAST LINE OF SAID FIRST UNITED PENTECOSTAL CHURCH TRACT TO A ½ INCH IRON ROD FOUND FOR CORNER AT THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED BY DEED TO ROBERT L. PROCTOR RECORDED IN VOLUME 1009, PAGE 280 (R.P.R.C.T.);

THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST A DISTANCE OF 172.54 FEET ALONG THE SOUTH LINE OF SAID ROBERT L. PROCTOR TRACT TO A ½ INCH IRON ROD FOUND FOR CORNER, SAME BEING THE SOUTHEAST CORNER OF SAID PROCTOR TRACT AND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED BY DEED TO FATE 1-30, L.P., RECORDED IN VOLUME 3569, PAGE 275 (O.P.R.C.T.);

THENCE SOUTH 07 DEGREES 23 MINUTES 14 SECONDS WEST, A DISTANCE OF 76.62 FEET TO A ½ INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "U.S.A. INC. PROP. COR.", FOR CORNER (HEREINAFTER CALLED A ½ IRON ROD SET UNLESS NOTED OTHERWISE);

THENCE SOUTH 00 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 1620.26 FEET TO A ½ INCH IRON ROD SET FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS 5000.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 39 MINUTES 35 SECONDS, A CHORD BEARING SOUTH 88 DEGREES 14 MINUTES 22 SECONDS WEST, A CHORD DISTANCE OF 319.31 FEET, AND AN ARC LENGTH OF 319.36 FEET TO A ½ INCH IRON ROD SET FOR CORNER;

THENCE NORTH 89 DEGREES 55 MINUTES 51 SECONDS WEST, A DISTANCE OF 1490.51 FEET TO A 60 "D" NAIL SET FOR CORNER IN THE CENTER OF AFORESAID ROCHELLE ROAD;

THENCE NORTH 00 DEGREES 00 MINUTES 24 SECONDS WEST, A DISTANCE OF 749.80 FEET ALONG SAID ROCHELLE ROAD TO THE PLACE OF BEGINNING, AND CONTAINING 49.50 ACRES OF LAND.

and

TRACT II

BEING A TRACT OF LAND SITUATED IN THE S.B. CRABTREE SURVEY ABSTRACT NO. 58, AND BEING PART OF A TRACT OF LAND AS DESCRIBED BY DEED TO FATE 1-30, L.P., RECORDED IN VOLUME 3625,

1000000000

PAGE 40 OFFICIAL PUBLIC RECORDS OF ROCK WALL COUNTY, TEXAS (O.P.R.C.T.), SAID TRACT ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND IN THE EASTERLY LINE OF THE ABOVE CITED FATE I-30, L.P. TRACT, SAID POINT BEING AT THE MOST SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A CONTRACT BETWEEN THE VETERANS LAND BOARD AND WILLIAM ARTHUR MILLER RECORDED IN VOLUME 717, PAGE 324 OF THE (D.R.R.C.T.);

THENCE SOUTH 43 DEGREES 52 MINUTES 31 SECONDS WEST DEPARTING THE EASTERLY LINE OF SAID FATE I-30 L.P. TRACT, A DISTANCE OF 370.33 FEET TO A 1/2 INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "U.S.A. INC. PROP. COR." (HEREINAFTER CALLED A 1/2 INCH IRON ROD SET FOR CORNER);

THENCE NORTH 46 DEGREES 10 MINUTES 29 SECONDS WEST A DISTANCE OF 493.84 FEET TO A 1/4 INCH IRON ROD SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN A NORTHWESTERLY DIRECTION WITH SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 40 DEGREES 10 MINUTES 21 SECONDS, A CHORD BEARING NORTH 26 DEGREES 05 MINUTES 19 SECONDS WEST, A CHORD DISTANCE OF 343.43 FEET, AND AN ARC LENGTH OF 350.57 FEET TO A 1/4 INCH IRON ROD FOR CORNER;

THENCE NORTH 06 DEGREES 00 MINUTES 09 SECONDS WEST A DISTANCE OF 329.64 FEET TO A 1/4 INCH IRON ROD SET FOR CORNER;

THENCE NORTH 83 DEGREES 59 MINUTES 51 SECONDS EAST A DISTANCE OF 433.66 FEET TO A 1/4 INCH IRON ROD SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN A EASTERLY DIRECTION WITH SAID CURVE HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 43 MINUTES 02 SECONDS, A CHORD BEARING NORTH 87 DEGREES 21 MINUTES 22 SECONDS EAST, A CHORD DISTANCE OF 234.34 FEET, AND AN ARC LENGTH OF 234.48 FEET TO A 1/4 INCH IRON ROD FOR CORNER;

THENCE SOUTH 89 DEGREES 07 MINUTES 05 SECONDS EAST A DISTANCE OF 137.86 FEET TO A 1/2" IRON ROD FOUND BEARS SOUTH 89 DEG. 28 MIN. 20 SEC. EAST A DISTANCE OF 0.85 FEET, IN THE EASTERLY LINE OF SAID FATE I-30, L.P. TRACT, AT THE NORTHWESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO THITSADA SRANGSUK AND SOUMPHONE SIVANNARATH RECORDED IN VOLUME 729, PAGE 258 OF THE (D.R.R.C.T.);

THENCE SOUTH 00 DEGREES 17 MINUTES 31 SECONDS WEST ALONG THE WESTERLY LINE OF THE THITSADA SRANGSUK AND SOUMPHONE SIVANNARATH TRACT, A DISTANCE OF 384.63 FEET TO A

5/28/2011 10:40 AM

3

3/8 INCH IRON ROD FOUND FOR CORNER AT THE SAME, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE ABOVE CITED MILLER TRACT;

THENCE SOUTH 00 DEGREES 00 MINUTES 37 SECONDS WEST ALONG THE WESTERLY LINE OF SAID MILLER TRACT, A DISTANCE OF 381.21 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 14.23 ACRES OF LAND.

Reservations from and Exceptions to Conveyance to the extent they affect the property:

RESTRICTIONS

NONE OF RECORD

EASEMENTS

EASEMENT EXECUTED BY MINNIE W. O'BANION TO KAUFMAN-VAN ZANDT SOIL AND WATER CONSERVATION DISTRICT, FILED AUGUST 1, 1967 AS RECORDED IN VOLUME 79, PAGE 525, REAL ESTATE RECORDS, ROCKWALL COUNTY, TEXAS AND AS SHOWN ON SURVEY BY ROCKWALL SURVEYING COMPANY, INC., JOB NO. 20020905, DATED JANUARY 12, 2004 (14.23 ACRE TRACT)

ENCROACHMENTS/PROTRUSIONS OF ALL FENCING ALONG THE NORTHERN AND SOUTHERN BOUNDARIES AND NEAR THE EASEMENT TO KAUFMAN-VAN ZANDT SOIL AND WATER CONSERVATION DISTRICT AS SHOWN ON SURVEY BY ROCKWALL SURVEYING COMPANY, INC., JOB NO. 20020905, DATED JANUARY 12, 2004. (14.23 ACRE TRACT)

ALL POWER POLES AND LINES ALONG THE NORTHERN AND SOUTHERN BOUNDARIES AS SHOWN ON SURVEY BY ROCKWALL SURVEYING COMPANY, INC., JOB NO. 20020905, DATE JANUARY 12, 2004 (14.23 ACRE TRACT)

ANY PORTION OF THE PROPERTY LYING WITHIN BEN PAYNE ROAD AS SHOWN ON SURVEY BY ROCKWALL SURVEYING COMPANY, INC., JOB NO. 20020905, DATED JANUARY 12, 2004 (14.23 ACRE TRACT)

EASEMENT DATED OCTOBER 29, 1998, FROM DAVID A. LEWIS AND THOMAS EUGENE LEWIS TO CITY OF FATE FILED DECEMBER 2, 1998 AS RECORDED IN VOLUME 1519, PAGE 119, REAL ESTATE RECORDS, ROCKWALL COUNTY, TEXAS AND AS SHOWN ON SURVEY BY ROCKWALL SURVEYING CO., INC. R.P.L.S. NO. 5034, UNDER JOB NO. 20032354, DATED JANUARY 12, 2004. (49.50 ACRE TRACT)

PART OF THE PROPERTY LYING WITHIN ROCHELLE ROAD AS SHOWN ON SURVEY BY ROCKWALL SURVEYING CO., INC., R.P.L.S. NO. 5034, UNDER JOB NO. 20032354, DATED JANUARY 12, 2004. (49.50 ACRE TRACT)

4002741.001

4

WATER VALVES IN THE NORTHWEST CORNER OF THE PROPERTY AS SHOWN ON SURVEY BY ROCKWALL SURVEYING CO., INC., R.P.L.S. NO. 5034, UNDER JOB NO. 20032354, DATED JANUARY 12, 2004. (49.50 ACRE TRACT)

PORTION OF TRACT 2 LIES WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON SURVEY BY ROCKWALL SURVEYING CO., INC., R.P.L.S. NO. 5034, UNDER JOB NO. 20032354, DATED JANUARY 12, 2004. (49.50 ACRE TRACT)

15' WATERLINE EASEMENT FROM DAVID A. LEWIS ET AL TO CITY OF FATE FILED DECEMBER 2, 1998 AS RECORDED IN VOLUME 1519, PAGE 119, REAL ESTATE RECORDS, ROCKWALL COUNTY, TEXAS. (49.50 ACRE TRACT)

VISIBLE AND APPARENT EASEMENTS ON OR ACROSS THE PROPERTY.

ANY PORTION OF THE PROPERTY HEREIN DESCRIBED WHICH FALLS WITHIN THE BOUNDARIES OF ANY ROAD OR ROADWAY.

RESERVATION

A 1/2 MINERAL RESERVATION IN DEED EXECUTED BY PAUL A. HARRIS AND JANE E. HARRIS TO J.W. O'BANION, FOR ANY PORTIONS OF THE PROPERTY WITHIN THE CITY LIMITS OF ROCKWALL, TEXAS OR FATE, TEXAS AS TO SURFACE RIGHTS OF THE INTEREST OWNER(S) EXERCISABLE ON THE LAND FOR PURPOSES OF EXPLORATION AND RECOVERY OF OIL, GAS OR OTHER MINERALS, INCLUDING THE RIGHT OF EGRESS AND INGRESS FOR SUCH PURPOSES, FILED OCTOBER 16, 1954 AS RECORDED IN VOLUME 50, PAGE 446, REAL ESTATE RECORDS, ROCKWALL COUNTY, TEXAS. (14.23 ACRE TRACT)

MINERAL RESERVATION IN DEED FROM DAVID A. LEWIS ET AL TO FATE I-30, LP FILED MAY 20, 2004 AS RECORDED IN VOLUME 3525, PAGE 229, REAL ESTATE RECORDS, ROCKWALL COUNTY, TEXAS. (49.50 ACRE TRACT)

GRANTOR RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS ALL OF THE OIL, GAS AND OTHER MINERAL ESTATE INTERESTS THAT THEY OWN LOCATED ON, IN AND/OR UNDER THE PROPERTY BUT EXPRESSLY WAIVE ALL RIGHTS TO THE SURFACE THEREOF FOR ALL PURPOSES INCLUDING BUT NOT LIMITED TO INGRESS AND EGRESS, EXPLORING, DEVELOPING, MINING OR DRILLING FOR SAME. GRANTEE SHALL HAVE SOLE AND EXCLUSIVE RIGHT TO USE THE SURFACE OF THE PROPERTY.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all

2006-04-14

5

and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

FATE I-30, L.P., a Texas limited partnership

BY: HUNT LAND HOLDINGS, LLC,
a Texas limited liability company, its General Partner

BY: Alan Bain
ALAN BAIN, Vice President

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on July 19, 2006, by ALAN BAIN, Vice President of HUNT LAND HOLDINGS, LLC, a Texas limited liability company, General Partner of FATE I-30, L.P., a Texas limited partnership.



Susan D. Leary
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
ROCKWALL INDEPENDENT SCHOOL DISTRICT
1050 WILLIAMS STREET
ROCKWALL, TEXAS 75087



EXHIBIT B-1

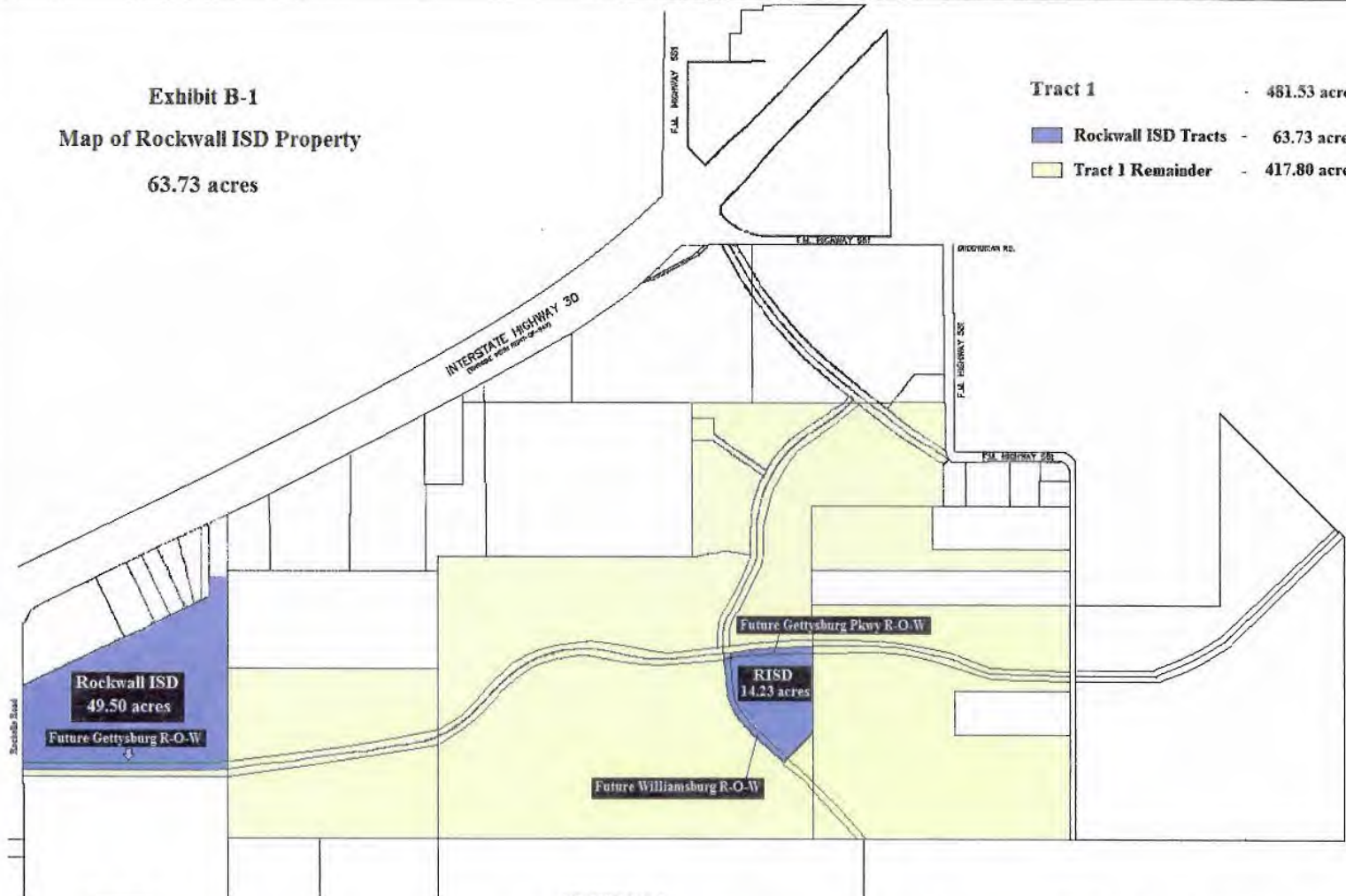
Map of Rockwall Independent School District Property

Exhibit B-1

1270.024\25224.8

Exhibit B-1
Map of Rockwall ISD Property
63.73 acres

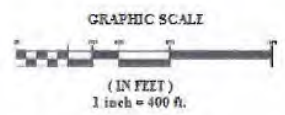
Tract 1	-	481.53 acres
 Rockwall ISD Tracts	-	63.73 acres
 Tract 1 Remainder	-	417.80 acres



Rockwall ISD
49.50 acres
 Future Gettysburg R.O.W.

RISD
14.23 acres

Developer:
 Fate-Smith, LP
 Fate I-30, LP
 Fate I-30 Comm'l, LP
 Fate 551, LP



Williamsburg Development
 City of Fate, Texas

EXHIBIT C

**Legal Description of
MU Williamsburg Property (PID No. 1)**

Exhibit C

1270.02425224.8

FIELD NOTES
FATE I-30, LP. TRACT

BEING a tract or parcel of land situated in the J.H. Bailey Survey, Abstract No. 44, the D. Thedford Survey, Abstract No. 208, the G.W. Ridlin Survey, Abstract No. 184, the J. Edlson Survey, Abstract No. 78, the S.B. Crabtree Survey, Abstract No. 58, the J.B. Merchant Survey, Abstract No. 159 and the J.T. Spillers Survey, Abstract No. 205, Rockwall County, Texas, and being all of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3569, Page 275 of the Official Public Records of Rockwall County, Texas, all of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3542, Page 39 of the Official Public Records of Rockwall County, Texas, and being part of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3525, Page 229 of the Official Public Records of Rockwall County, Texas, and part of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3625, Page 40 of the Official Public Records of Rockwall County, Texas, and part of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3625, Page 47 of the Official Public Records of Rockwall County, Texas, and part of that tract of land described in a Deed to Fate I-30, L.P., as recorded in Volume 3589, Page 21 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the Southeast corner of the above cited Fate I-30 tract recorded in Volume 3625, Page 40, said point also being the Southwest corner of a tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3717, Page 75;

THENCE North 89 degrees 39 minutes 58 seconds West along the South line of said Fate I-30 tract, for a distance of 3367.29 feet to a 2" axle rod found for corner at the Southwest corner of same, said point also being the Southeast corner of the above cited Fate I-30, LP tract recorded in Volume 3542, Page 39;

THENCE North 89 degrees 58 minutes 27 seconds West along the South line of said Fate I-30 tract, for a distance of 1871.96 feet to 1/2 inch iron rod with cap stamped "USA PROP COR" set (hereinafter called 1/2 inch iron rod set) for corner at the Southwest corner of same;

THENCE North 00 degrees 21 minutes 53 seconds East along the West line of Fate I-30 tract, for a distance of 529.52 feet to 1/2 inch iron rod found for corner at the Southeast corner of the above cited Fate I-30 tract recorded in Volume 3525, Page 229;

THENCE North 89 degrees 56 minutes 50 seconds West along the South line of said Fate I-30 tract, for a distance of 1809.83 feet to a RR spike found for corner in the centerline of Rochelle Road;

THENCE North 00 degrees 05 minutes 02 seconds East along the centerline of said Rochelle Road, for a distance of 70.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 56 minutes 50 seconds East, departing said Rochelle Road, for a distance of 1490.51 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left;

THENCE in an Easterly direction, along said curve to the left having a central angle of 03 degrees 39 minutes 43 seconds, a radius of 5000.00 feet, a chord bearing of North 88 degrees 14 minutes 17 seconds East, a chord distance of 319.51 feet, and an arc length of 319.56 feet to a 1/2 inch iron rod set for corner in the West line of said Fate I-30 tract recorded in Volume 3542, Page 39;

THENCE North 00 degrees 37 minutes 10 seconds East along said West line of said Fate I-30 tract, for a distance of 1696.42 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 21 minutes 13 seconds East along the West line of said Fate I-30 tract, for a distance of 58.18 feet to a 3/8 inch iron rod found for corner at the Northwest corner of the above cited Fate I-30 tract recorded in Volume 3569, Page 275;

THENCE South 89 degrees 32 minutes 21 seconds East along the North line of said Fate I-30 tract recorded in Volume 3569, Page 275, passing a 1/2 inch iron rod found at the Southeast corner of Brown Industrial Park, an Addition to Rockwall County, Texas, as recorded in Cabinet B, Page 385 of the Plat Records of Rockwall County, Texas at a distance of 1772.85 feet, and continuing along said North line for a total distance of 1884.14 feet to a 1/2 inch iron rod found for corner in the West line of said Fate I-30 tract recorded in Volume 3625, Page 40;

THENCE North 00 degrees 45 minutes 36 seconds East along the West line of said Fate I-30 tract, for a distance of 120.49 feet to a 1/2 inch iron rod set for corner at the Northwest corner of same;

THENCE South 89 degrees 48 minutes 47 seconds East along the North line of said Fate I-30 tract, for a distance of 431.63 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 40 minutes 31 seconds East along the North line of said Fate I-30 tract, for a distance of 635.31 feet to a 1 inch iron rod found for corner;

THENCE South 89 degrees 53 minutes 50 seconds East along the North line of said Fate I-30 tract, for a distance of 1203.20 feet to a 1/2 inch iron rod found for corner at an interior corner of same;

THENCE North 89 degrees 59 minutes 37 seconds East for a distance of 26.00 feet to a 1/2 inch iron rod set for corner;

THENCE North 78 degrees 19 minutes 37 seconds East for a distance of 273.70 feet to a 1/2 inch iron rod set for corner;

THENCE South 78 degrees 31 minutes 25 seconds East for a distance of 274.51 feet to a 1/2 inch iron rod set for corner at the beginning of a non-tangent curve to the left;

THENCE in a Northerly direction, along said non-tangent curve to the left having a central angle of 09 degrees 48 minutes 44 seconds, a radius of 600.00 feet, a chord bearing of North 06 degrees 34 minutes 13 seconds East, a chord distance of 102.63 feet and an arc length of 102.75 feet to a 1/2 inch iron rod set for corner;

THENCE North 01 degrees 39 minutes 51 seconds East for a distance of 163.25 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction, along said curve to the right having a central angle of 25 degrees 09 minutes 42 seconds, a radius of 1020.00 feet, a chord bearing of North 14 degrees 15 minutes 45 seconds East, a chord distance of 444.35 feet and an arc length of 447.94 feet to a 1/2 inch iron rod set for corner;

THENCE North 55 degrees 29 minutes 47 seconds West for a distance of 600.55 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 59 minutes 02 seconds West for a distance of 184.01 feet to a 1/2 inch iron rod set for corner in the most Northerly West line of said Fate I-30 tract recorded in Volume 3625, Page 40;

THENCE North 00 degrees 00 minutes 20 seconds East along said West line, for a distance of 200.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 59 minutes 02 seconds East for a distance of 200.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 00 minutes 20 seconds West for a distance of 143.44 feet to a 1/2 inch iron rod set for corner;

THENCE South 55 degrees 29 minutes 47 seconds East for a distance of 622.18 feet to a 1/2 inch iron rod set for corner at the beginning of a non-tangent curve to the right;

THENCE in a Northeasterly direction, along said non-tangent curve to the right having a central angle of 27 degrees 49 minutes 22 seconds, a radius of 1020.00 feet, a chord bearing of North 43 degrees 34 minutes 49 seconds East, a chord distance of 490.46 feet, and an arc length of 495.31 feet to a 1/2 inch iron rod set for corner;

THENCE North 57 degrees 29 minutes 30 seconds East for a distance of 213.64 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction, along said curve to the left having a central angle of 16 degrees 22 minutes 20 seconds, a radius of 1000.00 feet, a chord bearing of North 49 degrees 18 minutes 20 seconds East, a chord distance of 284.78 feet, and an arc length of 285.75 feet to a 1/2 inch iron rod set for corner;

THENCE North 51 degrees 10 minutes 48 seconds West for a distance of 248.25 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the right;

THENCE in a Northwesterly direction, along said curve to the right having a central angle of 16 degrees 37 minutes 36 seconds, a radius of 3560.00 feet, a chord bearing of North 42 degrees 52 minutes 00 seconds West, a chord distance of 1029.45 feet and an arc length of 1033.07 feet to a 1/2 inch iron rod set for corner in the West line of the above cited Fate I-30, LP tract recorded in Volume 3589, Page 21, said point also being in the East line of a tract of land conveyed to Fate I-30 Commercial, L.P., by Deed recorded in Volume 3665, Page 138 of the Official Public Records of Rockwall County, Texas;

THENCE North 00 degrees 04 minutes 24 seconds East along the East line of said Fate I-30 Commercial, L.P. tract, for a distance of 219.54 feet to a 1/2 inch iron rod set for corner at the beginning of a non-tangent curve to the left;

THENCE in a Southeasterly direction, along said curve to the left having a central angle of 19 degrees 38 minutes 13 seconds, a radius of 3440.00 feet, a chord bearing of South 41 degrees 21 minutes 41 seconds East, a chord distance of 1173.22 feet and an arc length of 1178.98 feet to a 1/2 inch iron rod set for corner;

THENCE South 51 degrees 10 minutes 48 seconds East for a distance of 749.52 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left;

THENCE in a Southeasterly direction, along said curve to the left having a central angle of 22 degrees 15 minutes 21 seconds, a radius of 1040.00 feet, a chord bearing of South 62 degrees 18 minutes 28 seconds East, a chord distance of 401.44 feet, and an arc length of 403.98 feet to a 1/2 inch iron rod set for corner in the Westerly line of F.M. Highway No. 551, said point being at the beginning of a non-tangent curve to the left;

THENCE in a Southeasterly direction, along the Westerly line of said highway and along said non-tangent curve to the left having a central angle of 30 degrees 22 minutes 26 seconds, a radius of 174.46 feet, a chord bearing of South 25 degrees 26 minutes 56 seconds East, a chord distance of 91.41 feet, and an arc length of 92.49 feet to a 1/2 inch iron rod set for corner;

THENCE South 38 degrees 56 minutes 47 seconds West departing the Westerly line of said highway, and along the Easterly line of the above cited Fate I-30 tract recorded in Volume 3625, Page 47, for a distance of 124.53 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degrees 10 minutes 13 seconds East along the Easterly line of said Fate I-30 tract, for a distance of 362.96 feet to a 1/2 inch iron rod found for corner at the Southeast corner of same;

THENCE North 89 degrees 19 minutes 23 seconds West along the South line of said Fate I-30 tract, for a distance of 1157.55 feet to a 1/2 inch iron rod found for corner at the Southwest corner of same, said point also being at the Northwest corner of a tract of land described in deed to Fate-Smith, L.P., as recorded in Volume 3784, Pg. 45;

THENCE South 00 degrees 26 minutes 46 seconds West along the West line of said Fate-Smith, L.P. tract, for a distance of 575.10 feet to a 3/8" iron rod found for corner, said point being the Southwest corner of a tract of land described in deed to Fate-Smith, L.P., by Deed recorded in Volume 3784, Page 58, said point also being the Northwest corner of a tract of land described in a Deed to Kathleen Denson, as recorded in Volume 3776, Page 176;

THENCE South 00 degrees 39 minutes 50 seconds West along the West line of said Denson tract, for a distance of 304.25 feet to a 1/2" iron rod found for corner at the Southwest corner of same, said point also being the Northwest corner of a tract of land described in deed to Fate-Smith, L.P., by Deed recorded in Volume 3879, Page 188;

THENCE South 00 degrees 17 minutes 31 seconds West along the West line of said Fate-Smith, L.P. tract, for a distance of 361.50 feet to a 1/2 inch iron rod found for corner, from which a 1/2 inch iron rod found bears South 89 degrees 28 minutes 20 seconds East a distance of 0.85 feet, said point being in the Easterly line of the above cited Fate I-30, L.P tract recorded in Volume 3625, Page 40, said point also being the Northwest corner of a tract of land described in a deed to Fate-Smith, LP, as recorded in Volume 3879, Page 181;

THENCE North 89 degrees 28 minutes 20 seconds West, departing the Easterly line of said Fate I-30, L.P tract, for a distance of 175.48 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to the left;

THENCE in an Westerly direction, with said curve to the left having a central angle of 06 degrees 31 minutes 48 seconds, a radius of 2000.00 feet, a chord bearing of South 87 degrees 15 minutes 45 seconds West, a chord distance of 227.82 feet and an arc length of 227.94 feet to a 1/2 inch iron rod found for corner;

THENCE South 83 degrees 59 minutes 51 seconds West for a distance of 399.35 feet to a 1/2 inch iron rod found for corner;

THENCE South 06 degrees 00 minutes 09 seconds East for a distance of 329.64 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to the left;

THENCE in a Southeasterly direction, with said curve to the right having a central angle of 40 degrees 10 minutes 21 seconds, a radius of 500.00 feet, a chord bearing South 26 degrees 05 minutes 19 seconds East, a chord distance of 343.43 feet and an arc length of 350.57 feet to a 1/2 inch iron rod found for corner;

THENCE South 46 degrees 10 minutes 29 seconds East for a distance of 493.84 feet to a 1/2 inch iron rod found for corner;

THENCE North 43 degrees 52 minutes 31 seconds East for a distance of 370.13 feet to a 3/8 inch iron rod found for corner at the Southwest corner of a tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3893, Page 211, said point also being the Northwest corner of a tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3717, Page 75;

THENCE South 00 degrees 02 minutes 09 seconds West along the West line of said Fate-Smith, L.P. tract recorded in Volume 3717, Page 75, for a distance of 305.57 feet to a 3/8 inch iron rod found for corner;

THENCE South 00 degrees 01 minutes 53 seconds East along the West line of said Fate-Smith, L.P. tract, for a distance of 614.59 feet to the POINT OF BEGINNING, and containing 317.21 acres of land, more or less.

FIELD NOTES
FATE-SMITH, L.P. TRACTS

TRACT 1

BEING a tract of land situated in the J.D. Merchant Survey, Abstract No. 159, Rockwall County, Texas, and being all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3784, Page 45 of the Official Public Records of Rockwall County, Texas, and being all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3784, Page 52 of the Official Public Records of Rockwall County, Texas, and being all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3784, Page 58 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod with cap stamped "USA INC. PROP. COR." set (hereinafter called ½" iron rod set) for corner in the West line of F.M. Highway No. 551 (80' right-of-way), said point being at the Northeast corner of said Fate-Smith tract recorded in Volume 3784, Page 58;

THENCE South 00 degrees 03 minutes 04 seconds West along the West line of said highway, for a distance of 190.08 feet to a ½" iron rod set for corner at the Southeast corner of said Fate-Smith tract recorded in Volume 3784, Page 58;

THENCE North 89 degrees 28 minutes 05 seconds West along the South line of said Fate-Smith tract recorded in Volume 3784, Page 58, for a distance of 2286.17 feet to a 3/8" iron rod found for corner at the Southwest corner of same;

THENCE North 00 degrees 26 minutes 46 seconds East along the West line of said Fate-Smith, L.P. tract recorded in Volume 3784, Page 58, for a distance of 575.10 feet to a ½" iron rod found for corner, said point being the Northwest corner of the above cited Fate-Smith tract recorded in Volume 3784, Page 45;

THENCE South 89 degrees 19 minutes 23 seconds East along the North line of said Fate-Smith tract recorded in Volume 3784, Page 45, for a distance of 1060.01 feet to a ½" iron rod set for corner at the Northeast corner of same;

THENCE South 00 degrees 20 minutes 43 seconds West, along the East line of said Fate-Smith tract recorded in Volume 3784, Page 45, for a distance of 383.22 feet to a ½" iron rod set for corner in the North line of the above cited Fate-Smith tract recorded in Volume 3784, Page 58, said point also being the Southeast corner of said Fate-Smith tract recorded in Volume 3784, Page 52;

THENCE South 89 degrees 23 minutes 36 seconds East along the North line of said Fate-Smith tract recorded in Volume 3784, Page 58 for a distance of 952.32 feet to a ½" iron rod set for corner;

THENCE South 89 degrees 54 minutes 44 seconds East along the North line of said Fate-Smith tract recorded in Volume 3784, Page 58, for a distance of 271.87 feet to the **POINT OF BEGINNING**, and containing 19.273 acres of land, more or less.

TRACT 2

BEING a tract of land situated in the J.D. Merchant Survey, Abstract No. 159, Rockwall County, Texas, and being all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3879, Page 188 of the Official Public Records of Rockwall County, Texas, and being all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3879, Page 195 of the Official Public Records of Rockwall County, Texas, and being all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3879, Page 174 of the Official Public Records of Rockwall County, Texas, and being all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3879, Page 181 of the Official Public Records of Rockwall County, Texas, and being all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3893, Page 211 of the Official Public Records of Rockwall County, Texas, and being all of that tract of land described in a Deed to Fate-Smith, L.P., as recorded in Volume 3717, Page 75 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod with cap stamped "USA INC. PROP. COR." set (hereinafter called ½" iron rod set) for corner at the Southeast corner of the above cited Fate-Smith tract recorded in Volume 3717, Page 75, said point also being in the Westerly line of F.M. Highway No. 551 (80' right-of-way);

THENCE North 89 degrees 38 minutes 02 seconds West departing the Westerly line of said highway, and along the South line of said Fate-Smith tract recorded in Volume 3717, Page 75, for a distance of 1849.70 feet to a 1" steel bar found for corner;

THENCE North 89 degrees 21 minutes 21 seconds West along the South line of said Fate-Smith tract, for a distance of 448.37 feet to a ½" iron rod found for corner at the Southwest corner of same, said point also being the Southeast corner of a tract of land described in to Fate I-30, LP., as recorded in Volume 3625, Page 40;

THENCE North 00 degrees 01 minutes 53 seconds West, along the West line of said Fate-Smith tract recorded in Volume 3717, Page 75, for a distance of 614.59 feet to a 3/8" iron rod found for corner;

THENCE North 00 degrees 02 minutes 09 seconds East along the West line of said Fate-Smith tract recorded in Volume 3717, Page 75, for a distance of 305.57 feet to a 3/8" iron rod found for corner at the Northwest corner of same, said point also being the Southwest corner of said Fate-Smith tract recorded in Volume 3893, Page 211;

THENCE North 00 degrees 00 minutes 38 seconds West along the West line of said Fate-Smith tract recorded in Volume 3893, Page 211, for a distance of 381.12 feet to a 3/8" iron rod found for corner at the Northwest corner of same, said point also being the Southwest corner of said Fate-Smith tract recorded in Volume 3879, Page 181;

THENCE North 00 degrees 17 minutes 31 seconds East along the West line of said Fate-Smith tract recorded in Volume 3879, Page 181, for a distance of 762.83 feet to a ¼" iron rod found for corner at the Northwest corner of said Fate-Smith tract recorded in Volume 3879, Page 188;

THENCE South 89 degrees 27 minutes 47 seconds East along the North line of said Fate-Smith tract recorded in Volume 3879, Page 188, for a distance of 2289.43 feet to a ½" iron rod set for corner at the Northeast corner of said Fate-Smith tract recorded in Volume 3879, Page 195, said point also being in the West line of said F.M. Highway No. 551;

THENCE South 00 degrees 03 seconds 04 minutes West along the West line of said highway, for a distance of 212.79 feet to a ½" iron rod set for corner;

THENCE South 00 degrees 12 seconds 04 minutes West along the West line of said highway, for a distance of 549.73 feet to a ½" iron rod set for corner at the Southeast corner of said Fate-Smith tract recorded in Volume 3879, Page 174;

THENCE North 89 degrees 28 minutes 16 seconds West departing the West line of said highway, and along the South line of said Fate-Smith tract recorded in Volume 3879, Page 174, for a distance of 906.29 feet to a ½" iron rod set for corner at the Northeast corner of said Fate-Smith tract recorded in Volume 3893, Page 211;

THENCE South 00 degrees 11 minutes 08 seconds West along the East line of said Fate-Smith tract recorded in Volume 3893, Page 211, for a distance of 381.40 feet to a ½" iron rod set for corner at the Southeast corner of same, said point also being in the North line of said Fate-Smith tract recorded in Volume 3717, Page 75;

THENCE South 89 degrees 27 minutes 32 seconds East along the North line of said Fate-Smith tract recorded in Volume 3717, Page 75, for a distance 906.18 feet to a ½" iron rod set for corner in the West line of said F.M. Highway No. 551;

THENCE South 00 degrees 12 minutes 04 seconds West along the West line of said highway, for a distance 847.17 feet to a ½" iron rod set for corner at the beginning of a curve to the left;

THENCE in a Southeasterly direction, along the West line of said highway, and along said curve to the left having a central angle of 19 degrees 25 minutes 03 seconds, a radius of 205.13 feet, a chord bearing of South 09 degrees 30 minutes 25 seconds East, a chord distance of 69.19 feet, and an arc length of 69.52 feet to the POINT OF BEGINNING, and containing 100.48 acres of land, more or less.

EXHIBIT C-1

**Map of
MU Williamsburg Property**

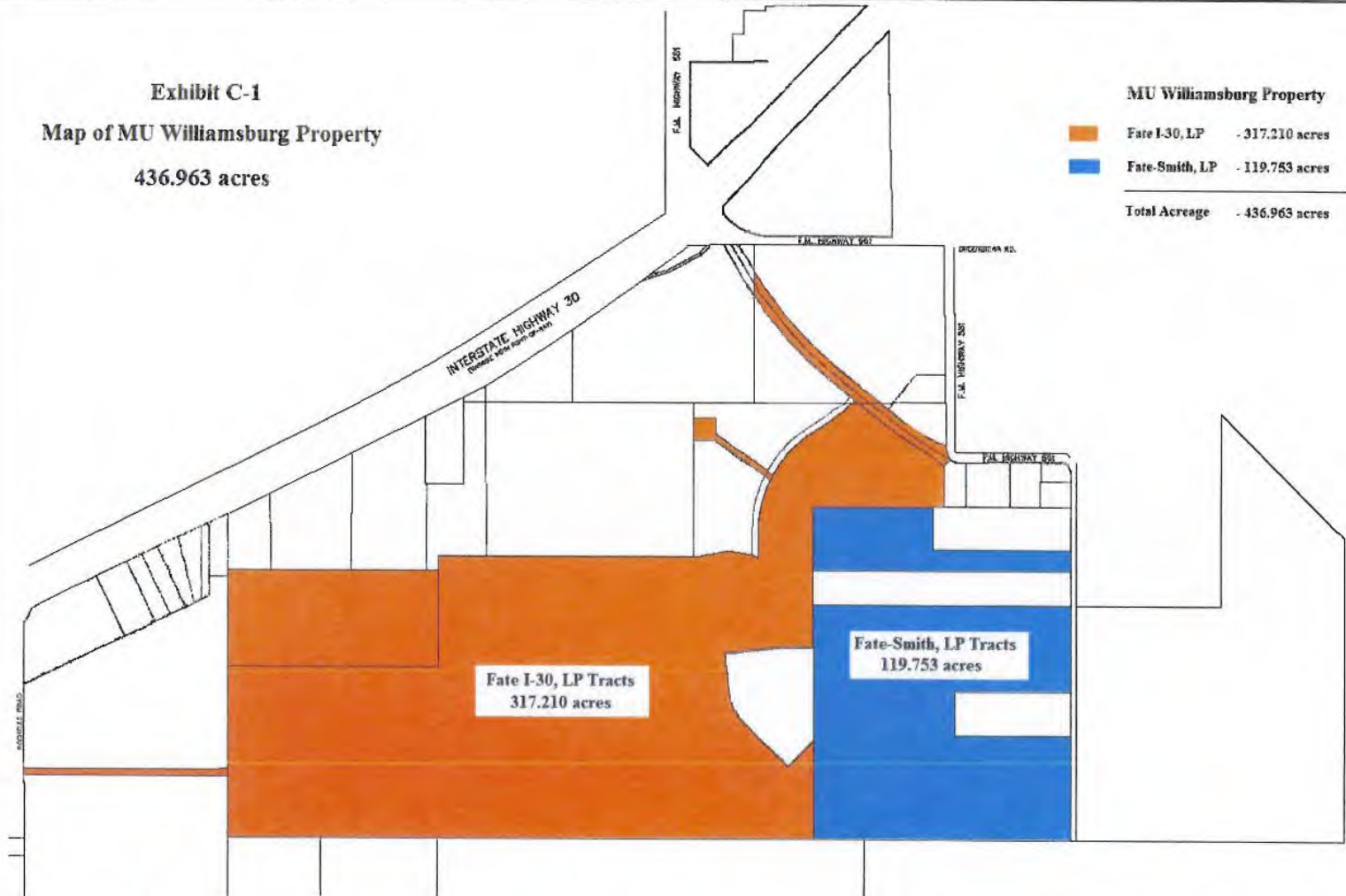
Exhibit C-1

1270.024\25224.8

Exhibit C-1
Map of MU Williamsburg Property
436.963 acres

MU Williamsburg Property

■	Fate I-30, LP	- 317.210 acres
■	Fate-Smith, LP	- 119.753 acres
Total Acreage		- 436.963 acres



Developer:
 Fate I-30, LP
 Fate-Smith, LP
 Fate 551, LP
 Fate I-30 Comm'l, LP



Williamsburg Development
City of Fate, Texas

EXHIBIT D

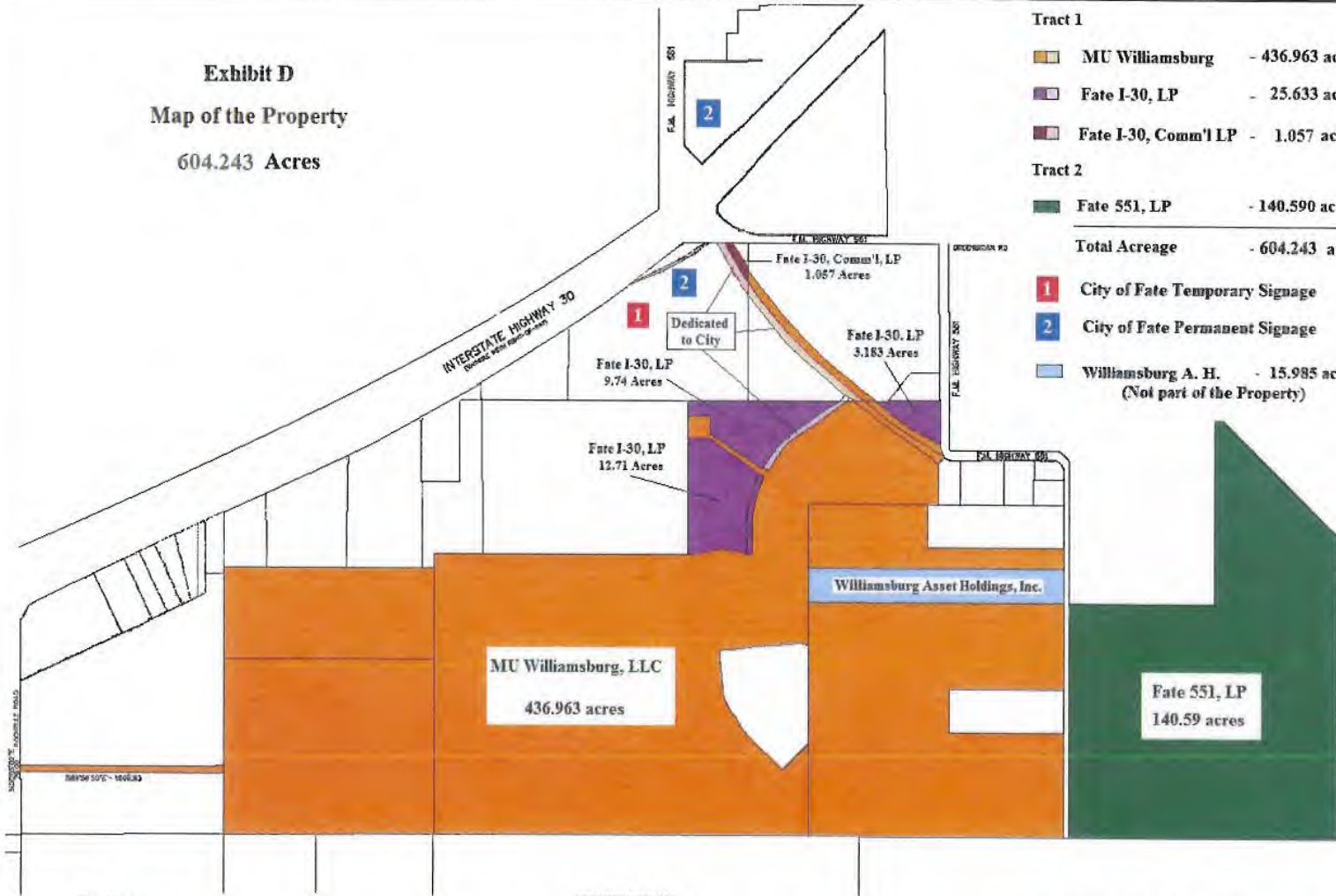
Map of the Property

Exhibit D

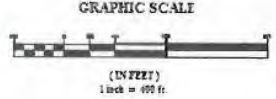
1270.024\25224.8

Exhibit D
Map of the Property
604.243 Acres

Tract 1	
	MU Williamsburg - 436.963 acres
	Fate I-30, LP - 25.633 acres
	Fate I-30, Comm'l LP - 1.057 acres
Tract 2	
	Fate 551, LP - 140.590 acres
<hr/>	
Total Acreage - 604.243 acres	
	City of Fate Temporary Signage
	City of Fate Permanent Signage
	Williamsburg A. H. - 15.985 acres (Not part of the Property)



Developer:
 Fate-Smith, LP
 Fate I-30, LP
 Fate I-30 Comm'l, LP
 Fate 551, LP



Williamsburg Development
City of Fate, Texas



EXHIBIT E

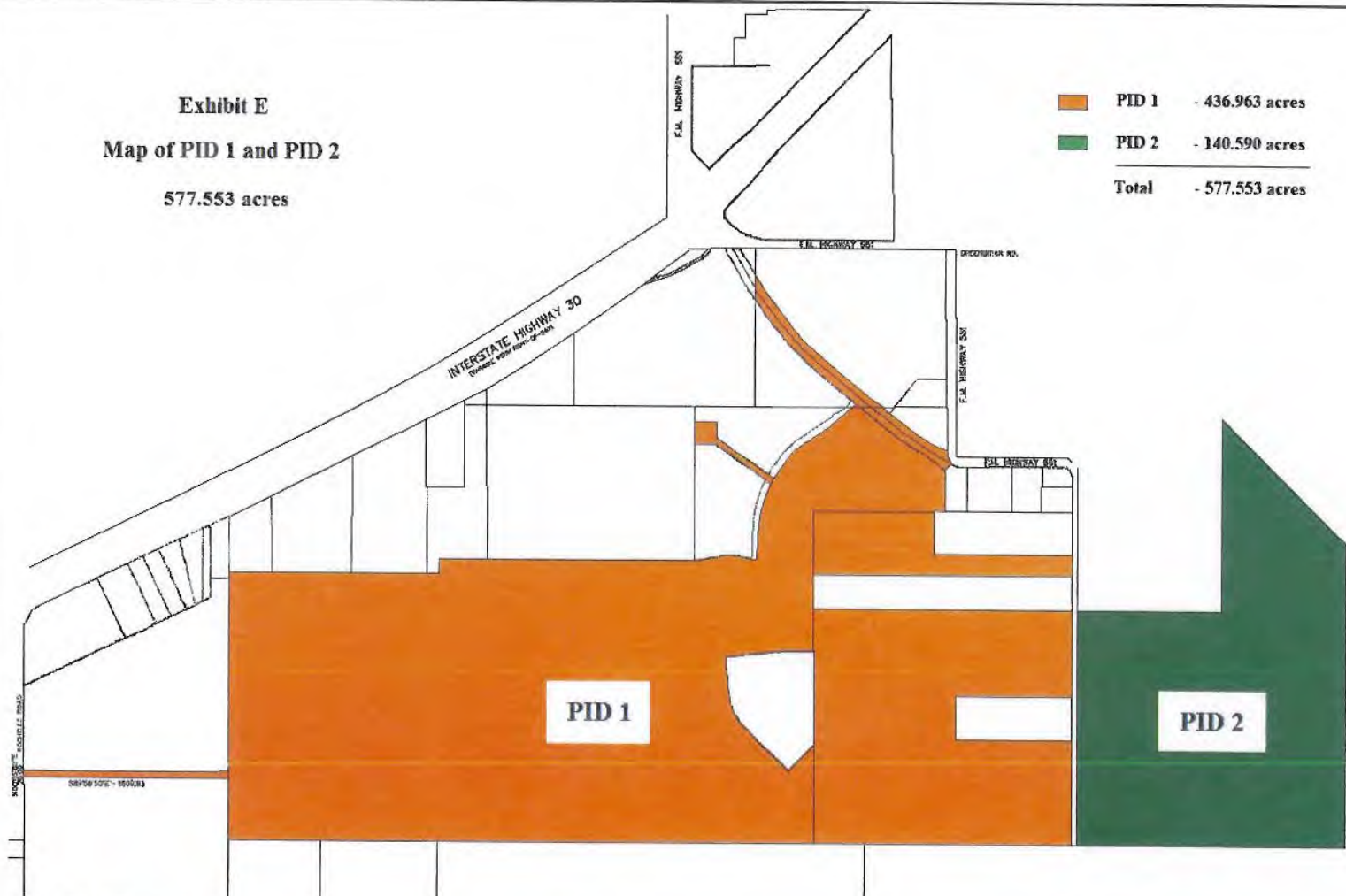
Map of PID 1 and PID 2

Exhibit E

1270.024\25224.8

Exhibit E
Map of PID 1 and PID 2
577.553 acres

	PID 1	- 436.963 acres
	PID 2	- 140.590 acres
	Total	- 577.553 acres



Developer:
 Fate I-30, LP
 Fate-Smith, LP
 Fate 551, LP
 Fate I-30 Comm'l, LP



Williamsburg Development
City of Fate, Texas

EXHIBIT F

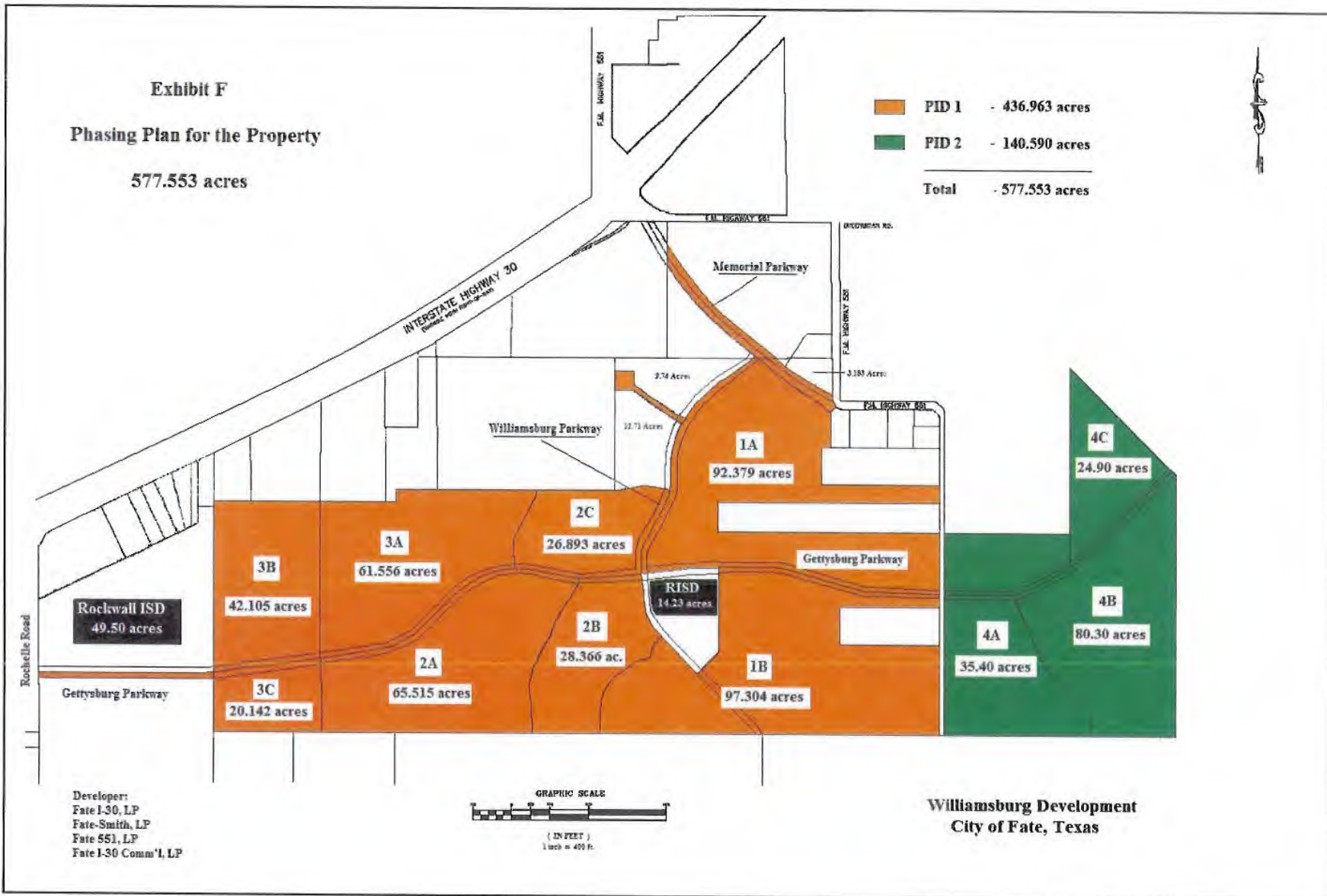
Phasing Plan for the Property

Exhibit F

1270.024\25224.8

Exhibit F
Phasing Plan for the Property
577.553 acres

	PID 1	- 436.963 acres
	PID 2	- 140.590 acres
Total		- 577.553 acres



Developers:
 Fate I-30, LP
 Fate-Smith, LP
 Fate 551, LP
 Fate I-30 Comm'l, LP

Williamsburg Development
City of Fate, Texas

EXHIBIT G

Memorial Parkway Extension

Exhibit G

1270.024\25224.8

EXHIBIT "G" - MEMORIAL PARKWAY EXTENSION
Williamsburg Planned Development
City of Fate, Texas

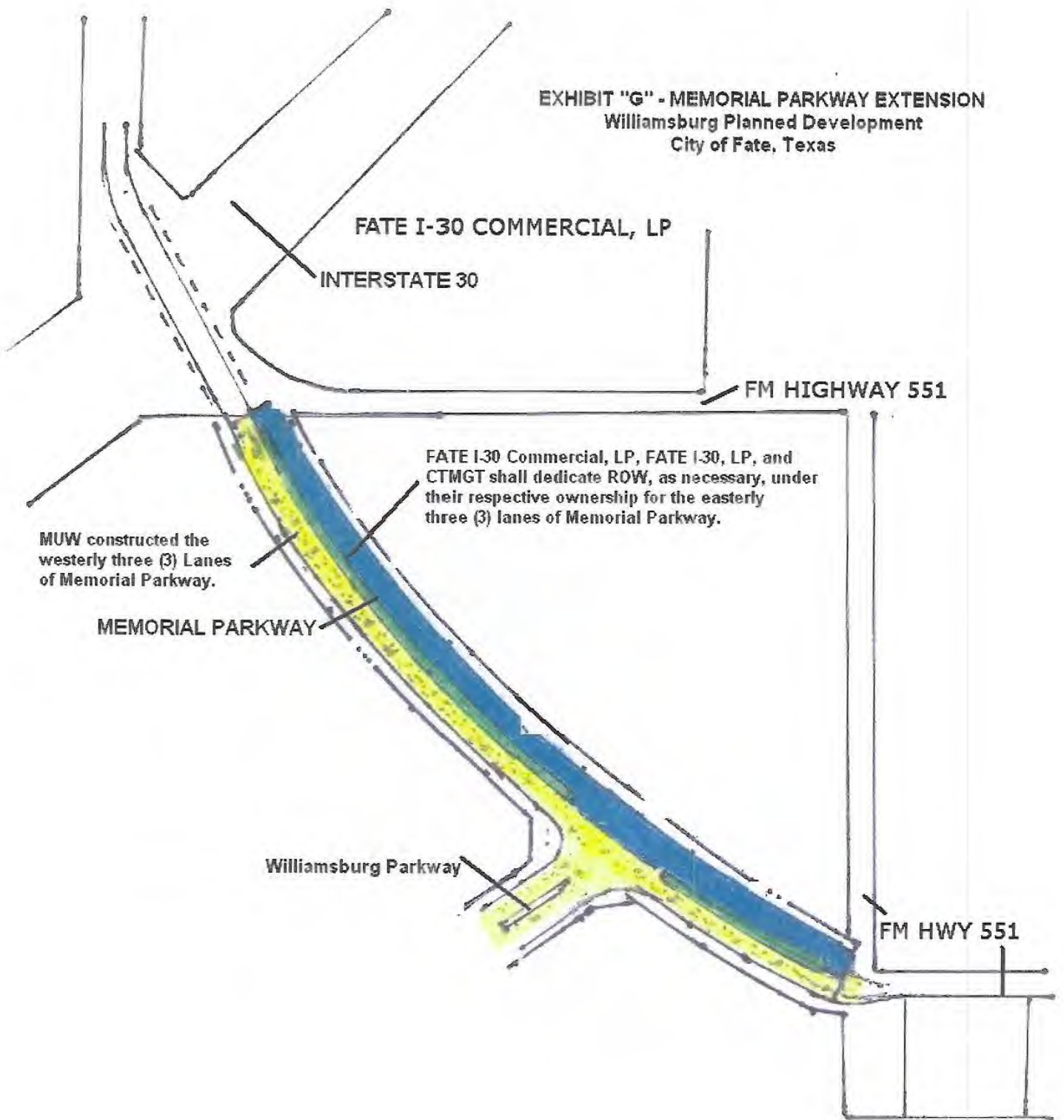


EXHIBIT H

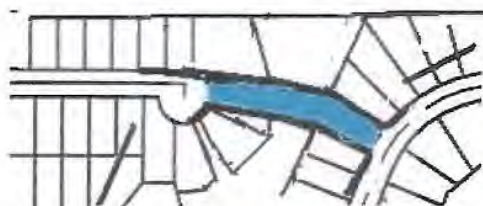
Rochelle Road and Gettysburg Parkway Improvements

Exhibit H

1270.024\25224.8

EXHIBIT "H" - Gettysburg Parkway and Rochelle Road

**Williamsburg Planned Development
City of Fate, Texas**



Temporary all weather emergency access connections to be designed and constructed by CTMGT with Phases 2A and 3A. Refer to section 7 (c)

EXHIBIT I-1

Water Tower and Cost Estimate

Exhibit I-1

1270.024\25224.8

**Exhibit I-1
Water Improvements and Estimates of Probable Cost
Williamsburg Planned Development District
City of Fate, Texas**

Overhead Storage Tank

The 1,000,000 gallon Composite Elevated Water Storage Tank will be constructed on a 1.547 acre tract of land dedicated to the City. The tank will have pedestal and tank dimensions in accordance with those specified by the City Engineer's design. It will be designed to operate in conjunction with the City of Fate's overall ultimate water system. The tank will be designed in conformance with AWWA D-108 specifications and a design wind speed of 100mph. The tank will have lightning protection, corrosion protection and the appropriate obstruction lighting in accordance with FAA standards. The tank will have telemetry equipment to provide water level and security alarm information to the City's SCADA system. The telemetry system will be the same brand as used by the City on their current water system. The tank will be painted the same color and have the same "fate" logo as the City's current 500,000 gallon elevated water storage tank.

Estimate of Probable Cost- 1,000,000 gallon Elevated Storage Tank

1. Mobilization	1	LS	\$120,000.00	\$120,000.00
2. SWPPP	1	LS	\$5,000.00	\$5,000.00
3. 1.0MG Composite Tank	1	LS	\$1,800,000.00	\$1,800,000.00
4. 20" Fill/Discharge Line	300	LF	\$115.00	\$34,500.00
5. Concrete Sidewalk	150	SY	\$30.00	\$4,500.00
6. Concrete Driveway	150	SY	\$50.00	\$7,500.00
7. Site Grading	1	LS	\$20,000.00	\$20,000.00
8. 8' Security Fence	600	LF	\$50.00	\$30,000.00
9. Landscaping	1	LS	\$10,000.00	\$10,000.00
10. Irrigation System	1	LS	\$10,000.00	\$10,000.00
11. Recirculation System	1	LS	\$20,000.00	\$20,000.00
12. Hydraulic Valve	1	LS	\$20,000.00	\$20,000.00
Total =				\$2,081,500.00

Estimate of Probable Cost- 1,000,000 gallon Elevated Storage Tank

13. Mobilization	1	LS	\$120,000.00	\$120,000.00
14. SWPPP	1	LS	\$5,000.00	\$5,000.00
15. 1.0MG Composite Tank	1	LS	\$1,400,000.00	\$1,400,000.00
16. 20" Fill/Discharge Line	300	LF	\$115.00	\$34,500.00
17. Concrete Sidewalk	150	SY	\$30.00	\$4,500.00
18. Concrete Driveway	150	SY	\$50.00	\$7,500.00
19. Site Grading	1	LS	\$20,000.00	\$20,000.00
20. 8' Security Fence	600	LF	\$50.00	\$30,000.00
21. Landscaping	1	LS	\$10,000.00	\$10,000.00
22. Irrigation System	1	LS	\$10,000.00	\$10,000.00
23. Recirculation System	1	LS	\$20,000.00	\$20,000.00
24. Hydraulic Valve	1	LS	\$20,000.00	\$20,000.00
Total =				\$1,681,500.00

**Difference between 1MG and 0.5MG Tank is estimated at \$400,000.00
City of Fate Estimated Cost at Fifty (50%) = \$200,000.00**

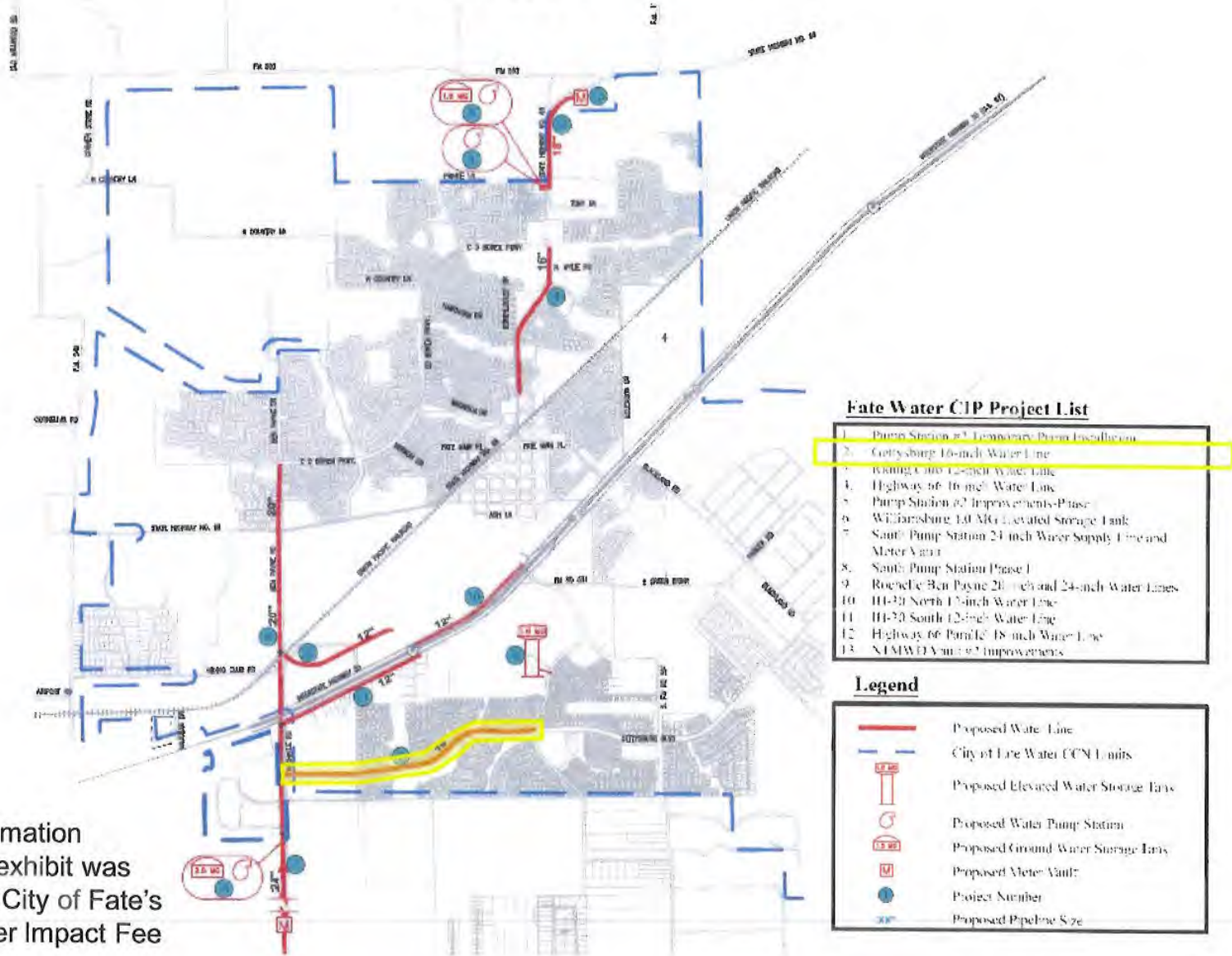
EXHIBIT I-2

Water Improvements and Locations

Exhibit I-2

1270.024\25224.8

EXHIBIT I-2



Note: The information shown on this exhibit was taken from the City of Fate's July 2010 Water Impact Fee CIP.

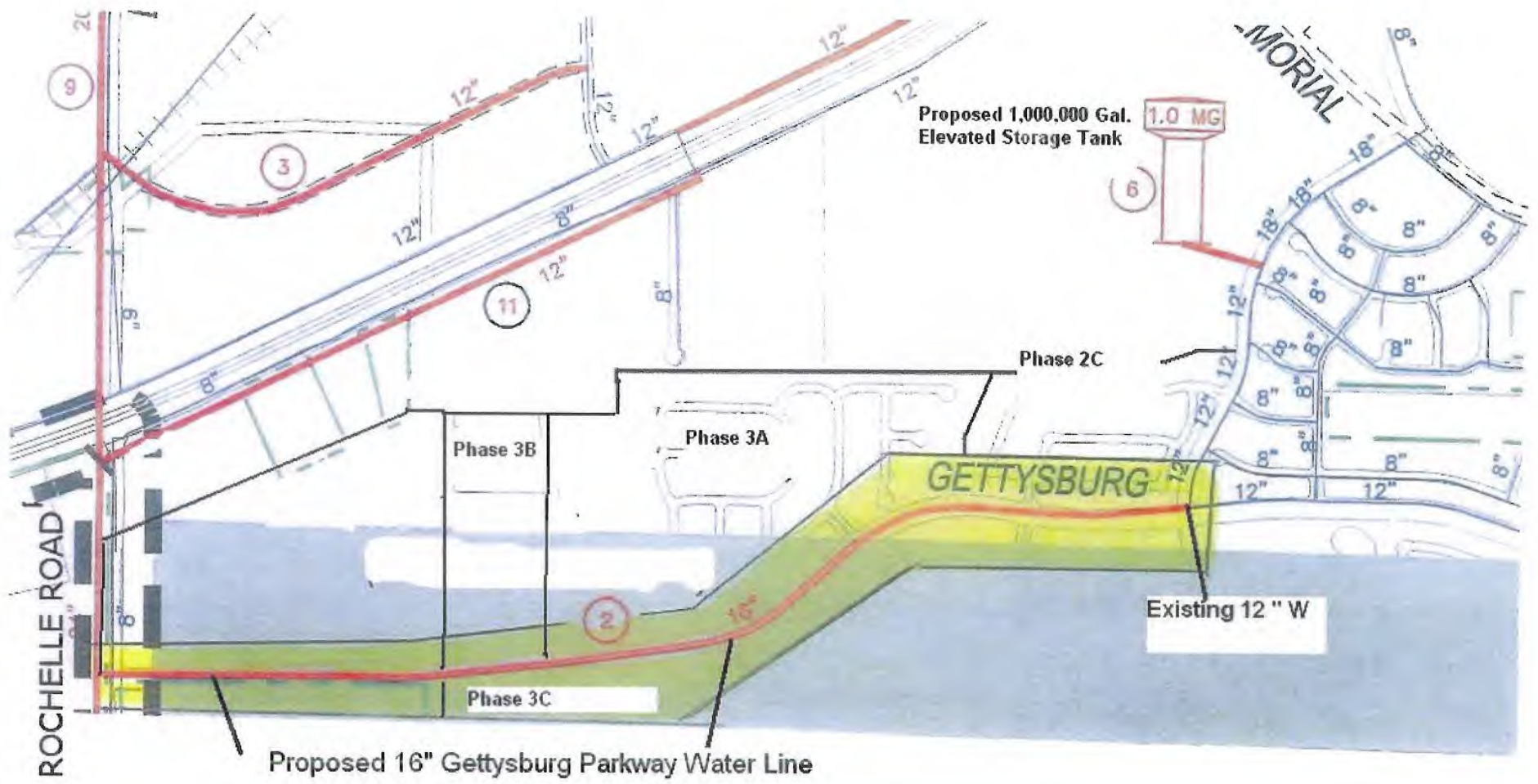


EXHIBIT I-2

Gettysburg Parkway Water Line Oversizing
 And
 1,000,000 Gallon Elevated Storage Tank
 Williamsburg Planned Development District
 City of Fate, Texas

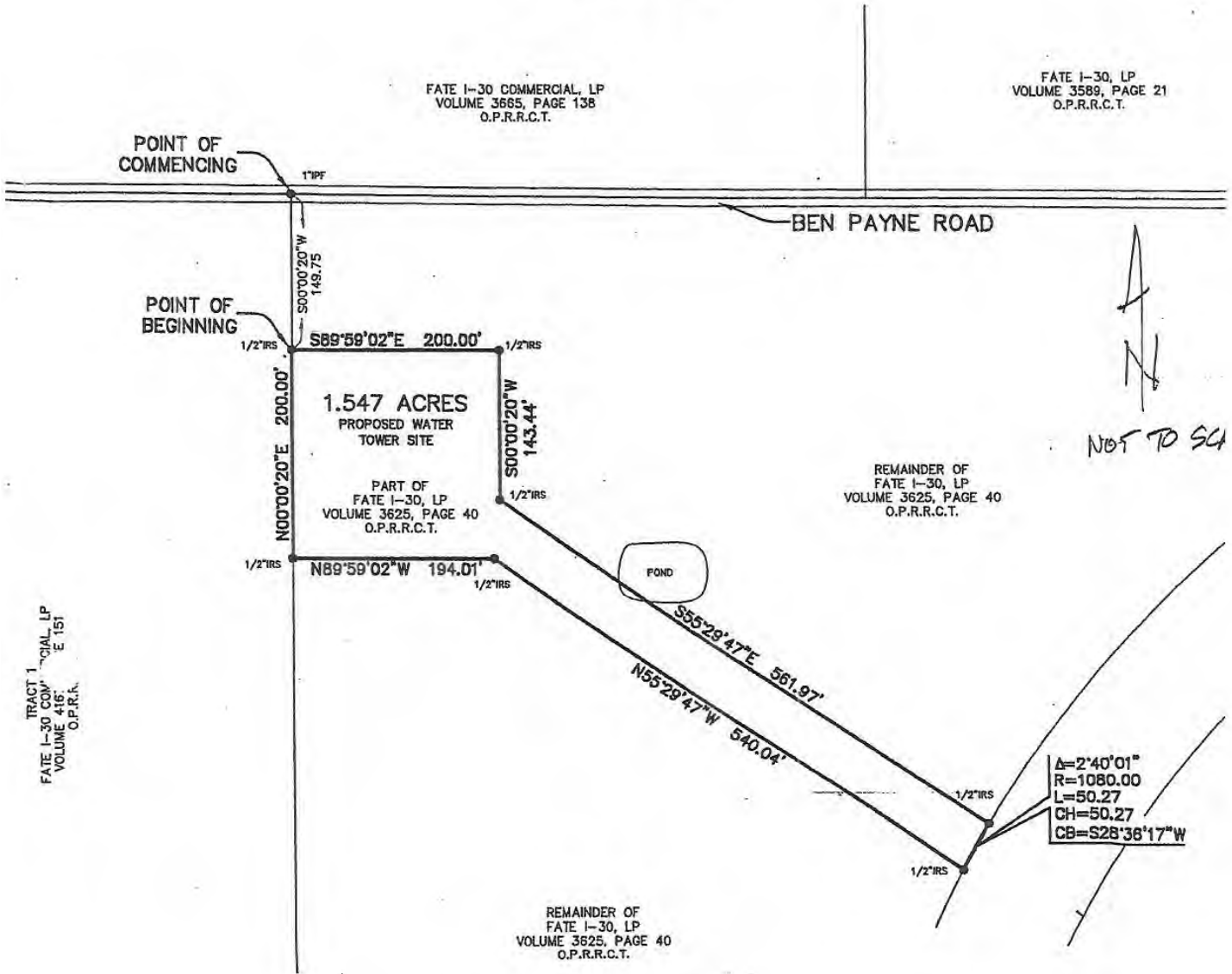
EXHIBIT I-3

Water Tower Tract

Exhibit I-3

1270.024\25224.8

Exhibit I-3



BOUNDARY EXHIBIT
 OF 1.547 ACRES OF LAND
 SITUATED IN THE
 S.B. CRABTREE SURVEY, ABSTRACT NO. 58
 ROCKWALL COUNTY, TEXAS



USA PROFESSIONAL SERVICES GROUP, INC.
 CIVIL ENGINEERS - SURVEYORS - PLANNERS - LANDSCAPE ARCHITECTS
 1525 VICEROY DRIVE
 DALLAS, TEXAS 75235
 (214) 634-3300 FAX (214) 634-3338

FEBRUARY 21 2006 *Sheet 1 of 2*

FIELD NOTES FOR PROPOSED WATER TOWER SITE:

BEING a tract or parcel of land situated in the S. B. Crabtree Survey, Abstract No. 58, City of Fate, Rockwall County, Texas, and being known as part of a tract of land described in a Deed to Fate I-30 LP, as recorded in Volume 3625, Page 40 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at a 1" iron pipe found for corner at the most Northwest corner of the above cited Fate I-30 LP tract, said point also being the Northeast corner of a tract of land described as Tract I, in a Deed to Fate I-30 Commercial, LP, as recorded in Volume 4167, Page 151 of the Official Public Records of Rockwall County, Texas;

THENCE South 00 degrees 00 minutes 20 seconds West along the most East line of said Tract I and the West line of said Fate I-30 LP. tract, for a distance of 149.75 feet to the POINT OF BEGINNING for the herein described tract, said point also being a 1/2" iron rod with plastic cap stamped "USA INC. PROP. COR." set for corner (hereinafter called a 1/2" inch iron rod set for corner);

THENCE South 89 degrees 59 minutes 02 seconds East for a distance of 200.00 feet to a 1/2" inch iron rod set for corner;

THENCE South 00 degrees 00 degrees 20 seconds West for a distance of 143.44 feet to a 1/2" inch iron rod set for corner;

THENCE South 55 degrees 29 degrees 47 seconds East for a distance of 561.97 feet to a 1/2" inch iron rod set for corner at the beginning of a non-tangent curve to the left;

THENCE in a Southwesterly direction, along said non-tangent curve to the left having a central angle of 02 degrees 40 minutes 01 seconds, a radius of 1080.00 feet, a chord bearing of South 28 degrees 36 minutes 17 seconds West, a chord distance of 50.27 feet and an arc length of 50.27 feet to a 1/2" inch iron rod set for corner;

THENCE North 55 degrees 29 minutes 47 seconds West for a distance of 540.04 feet to a 1/2" inch iron rod set for corner;

THENCE North 89 degrees 59 minutes 02 seconds West for a distance of 194.01 feet to a 1/2" inch iron rod set for corner in the West line of said Fate I-30 LP. Tract;

THENCE North 00 degrees 00 minutes 20 seconds East along the East line of said Tract I and the West line of said Fate I-30 LP. tract, for a distance of 200.00 feet to the POINT OF BEGINNING, and containing 1.547 acres of land.

EXHIBIT J

Sewer Improvements

Exhibit J

1270.024\25224.8

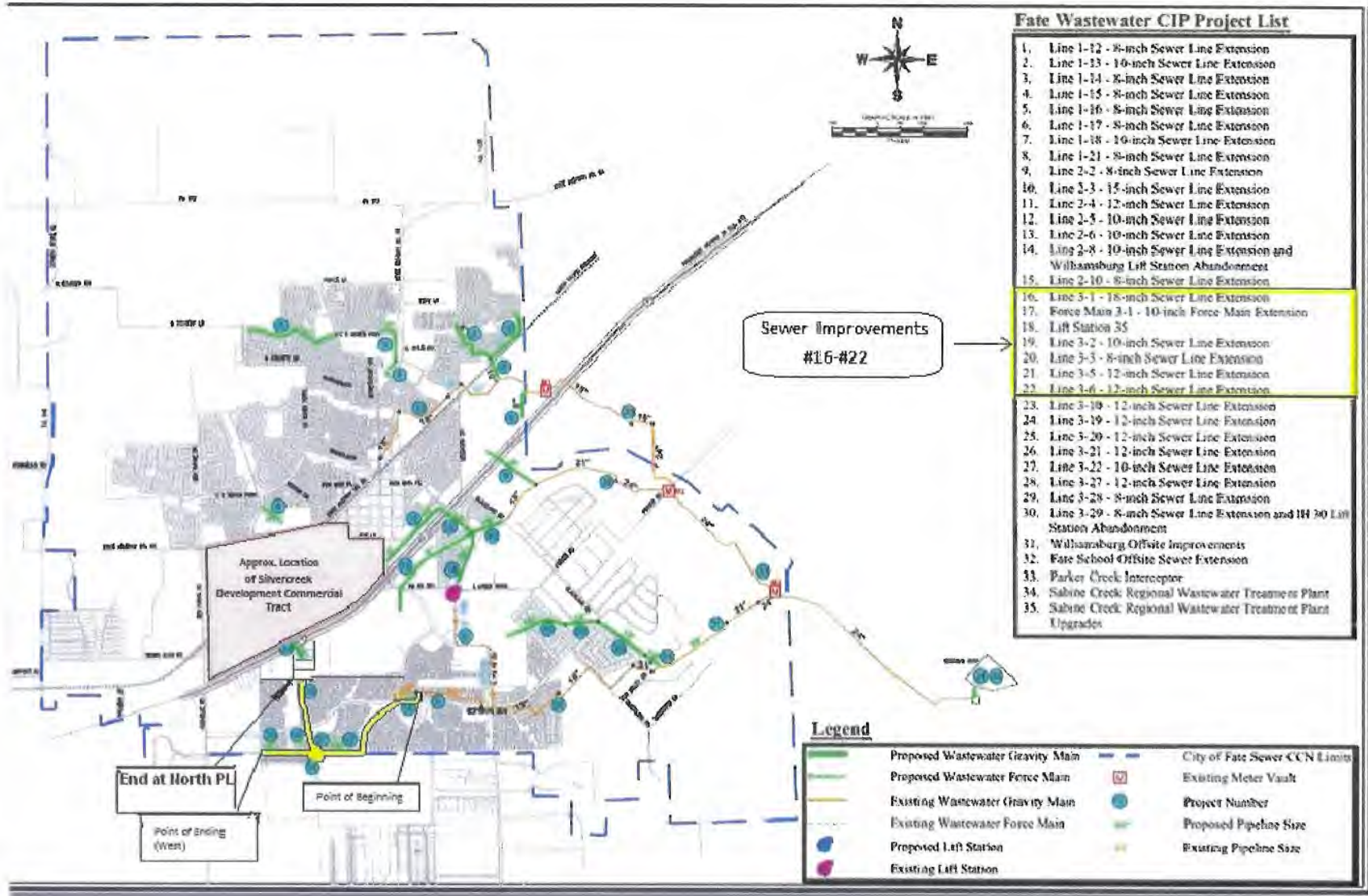


Exhibit J

EXHIBIT K

**Parks and Open Space Dedication,
Improvements and Maintenance**

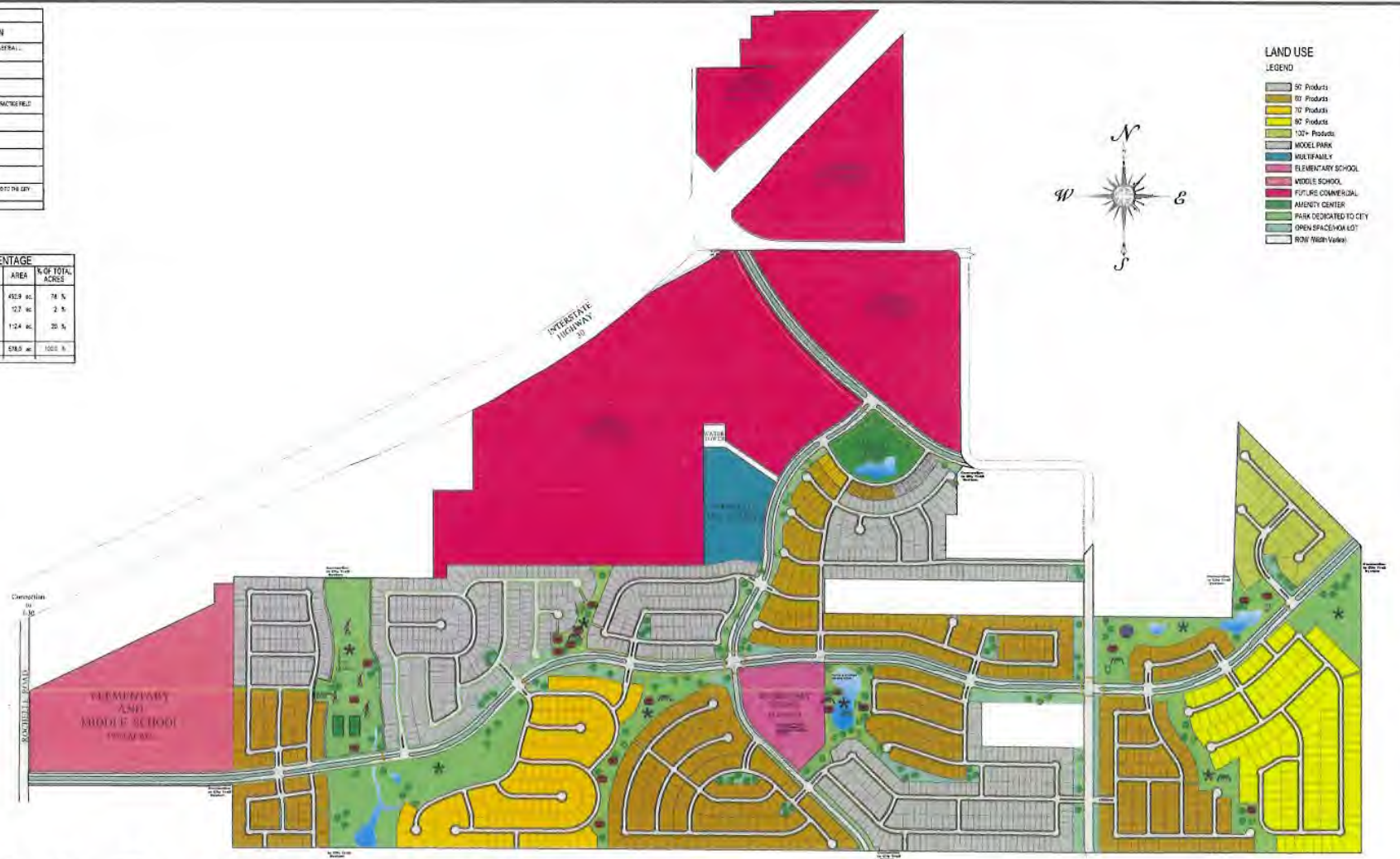
Exhibit K

1270.024\25224.8

LEGEND	
SYMBOL	DESCRIPTION
	JUNIOR NON-OFFICIAL BASEBALL PRACTICE FIELD
	PLAY/GOLF COURSE
	EXERCISE AREA
	JUNIOR HIGH OFFICIAL SOCCER PRACTICE FIELD
	FUTURE PARK
	WET LAND
	CEMETERY
	EXISTING PARKLAND
	APPROXIMATELY 150 ACRES TO BE DEDICATED TO THE CITY OF FATE AS PARKLAND

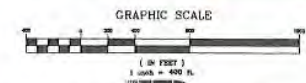
PARK LAND USE PERCENTAGE		
TITLE	AREA	% OF TOTAL ACRES
	452.8 AC	74 %
	12.2 AC	2 %
	112.4 AC	20 %
TOTAL	577.4 AC	100.0 %

LAND USE LEGEND	
	50' Products
	60' Products
	70' Products
	80' Products
	100' Products
	MODEL PARK
	MULTIFAMILY
	ELEMENTARY SCHOOL
	MIDDLE SCHOOL
	FUTURE COMMERCIAL
	AMENITY CENTER
	PARK DEDICATED TO CITY
	OPEN SPACE/LOT
	ROW (Right-of-Way)



Land & Park Master Plan

Williamsburg Fate, Texas



* To Be Dedicated To City Of Fate As Public Parkland

USA PROFESSIONAL SERVICES GROUP, INC.
 CIVIL ENGINEERS - SURVEYORS - PLANNERS
 LANDSCAPE ARCHITECTS
 14220 WOODWAY DRIVE
 DALLAS, TEXAS 75244
 (214) 634-2300 (214) 634-3336 (FAX)
 DECEMBER 14, 2011 JOB # 2004032 © FILE NAME: EX - CON LANDPARK (12-15-11).dwg

EXHIBIT K
 Sheet 1 of 2

This document is copyrighted by usa professional services group, inc. - 2006, all rights reserved. Original and creative design concepts were utilized on this exclusive work product. This document contains confidential, proprietary information, of which the ownership belongs to usa professional services group, inc. No reproduction of this document, its contents or ideas, shall be performed in any manner without the exclusive prior written consent of usa professional services group, inc. This plan is intended for illustrative purposes only. The streets, lots, open space, and other areas shown are subject to change without notice at the discretion of the developer. No reliance shall be placed on this drawing by prospective home owners, lot owners or other developers. This land plan is conceptual in nature and does not represent any regulatory approval.

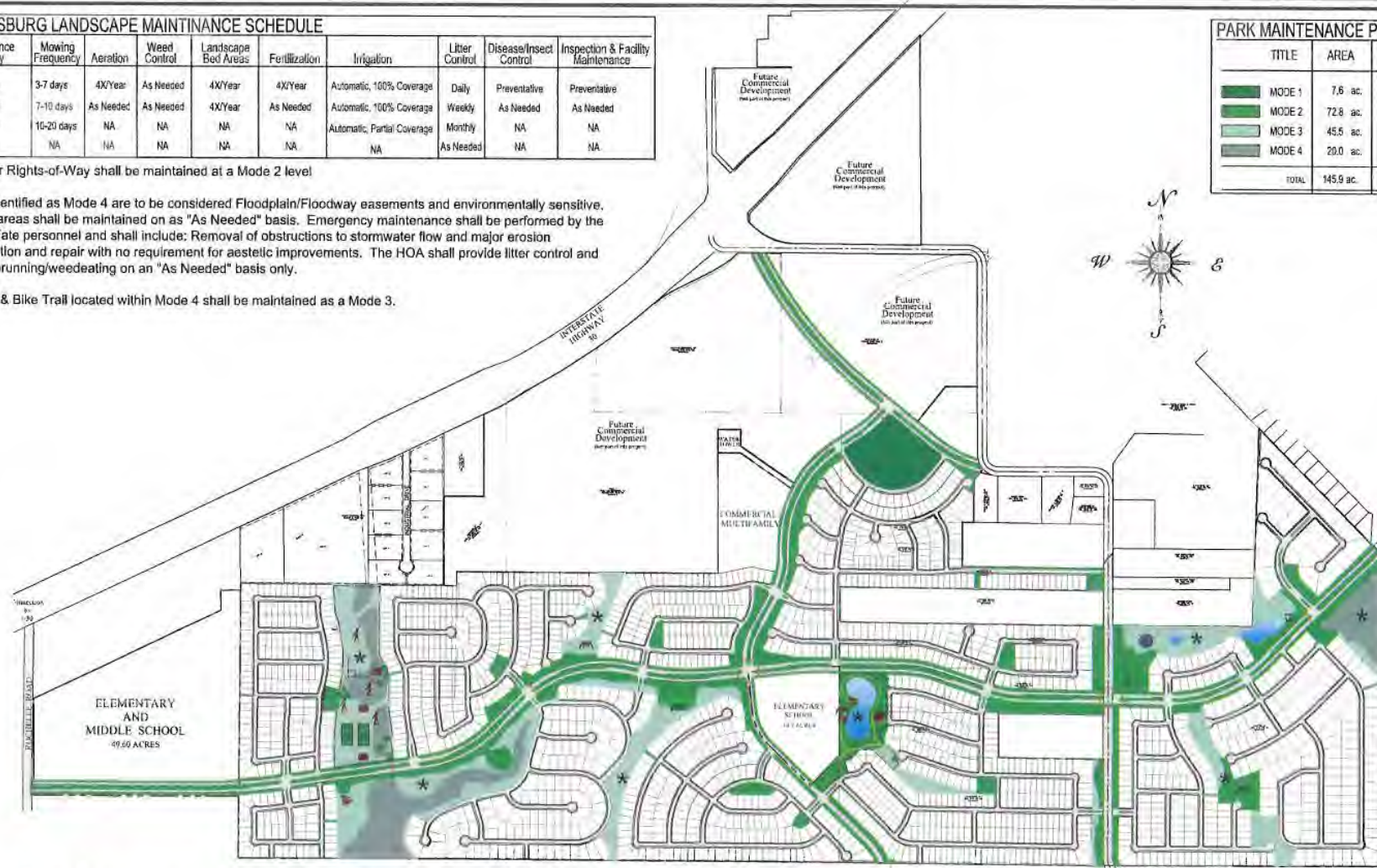
WILLIAMSBURG LANDSCAPE MAINTINANCE SCHEDULE									
Maintenance Category	Mowing Frequency	Aeration	Weed Control	Landscape Bed Areas	Fertilization	Irrigation	Litter Control	Disease/Insect Control	Inspection & Facility Maintenance
MODE 1	3-7 days	4X/Year	As Needed	4X/Year	4X/Year	Automatic, 100% Coverage	Daily	Preventative	Preventative
MODE 2	7-10 days	As Needed	As Needed	4X/Year	As Needed	Automatic, 100% Coverage	Weekly	As Needed	As Needed
MODE 3	15-20 days	NA	NA	NA	NA	Automatic, Partial Coverage	Monthly	NA	NA
MODE 4	NA	NA	NA	NA	NA	NA	As Needed	NA	NA

* All Major Rights-of-Way shall be maintained at a Mode 2 level

* Areas identified as Mode 4 are to be considered Floodplain/Floodway easements and environmentally sensitive. These areas shall be maintained on as "As Needed" basis. Emergency maintenance shall be performed by the City of Fate personnel and shall include: Removal of obstructions to stormwater flow and major erosion stabilization and repair with no requirement for aesthetic improvements. The HOA shall provide litter control and limited pruning/weeding on an "As Needed" basis only.

* All Hike & Bike Trail located within Mode 4 shall be maintained as a Mode 3.

PARK MAINTENANCE PERCENTAGE		
TITLE	AREA	% OF TOTAL ACRES
MODE 1	7.6 ac.	5.2 %
MODE 2	72.8 ac.	49.9 %
MODE 3	45.5 ac.	31.2 %
MODE 4	20.0 ac.	13.7 %
TOTAL	145.9 ac.	100.0 %



Maintenance Plan

Williamsburg Fate, Texas

* To Be Dedicated To City Of Fate As Public Parkland



USA PROFESSIONAL SERVICES GROUP, INC.
 CIVIL ENGINEERS - ARCHITECTS - PLANNERS
 LANDSCAPE ARCHITECTS
 1001 WOODWAY DRIVE
 DALLAS, TEXAS 75228
 (214) 834-3300 FAX (214) 834-3324 (TX)
 DECEMBER 15, 2011 JOB # 3004032.0 FILE NAME: EX - MAINTENANCE (12-15-11)

EXHIBIT K
 Sheet 2 of 2

This document is copyrighted by usa professional services group, inc. © 2006, all rights reserved. Original and creative design concepts were utilized on this exclusive work product. This document contains confidential, proprietary information, of which the ownership belongs to usa professional services group, inc. No reproduction of this document, its concepts or ideas, shall be performed in any manner without the exclusive prior written consent of usa professional services group, inc. This plan is intended for illustrative purposes only. The streets, lots, open space, and other areas shown are subject to change without notice at the discretion of the developer. No reliance shall be placed on this drawing by prospective frame owners, for owners or other developers. This land plan is conceptual in nature and does not represent any regulatory approval.

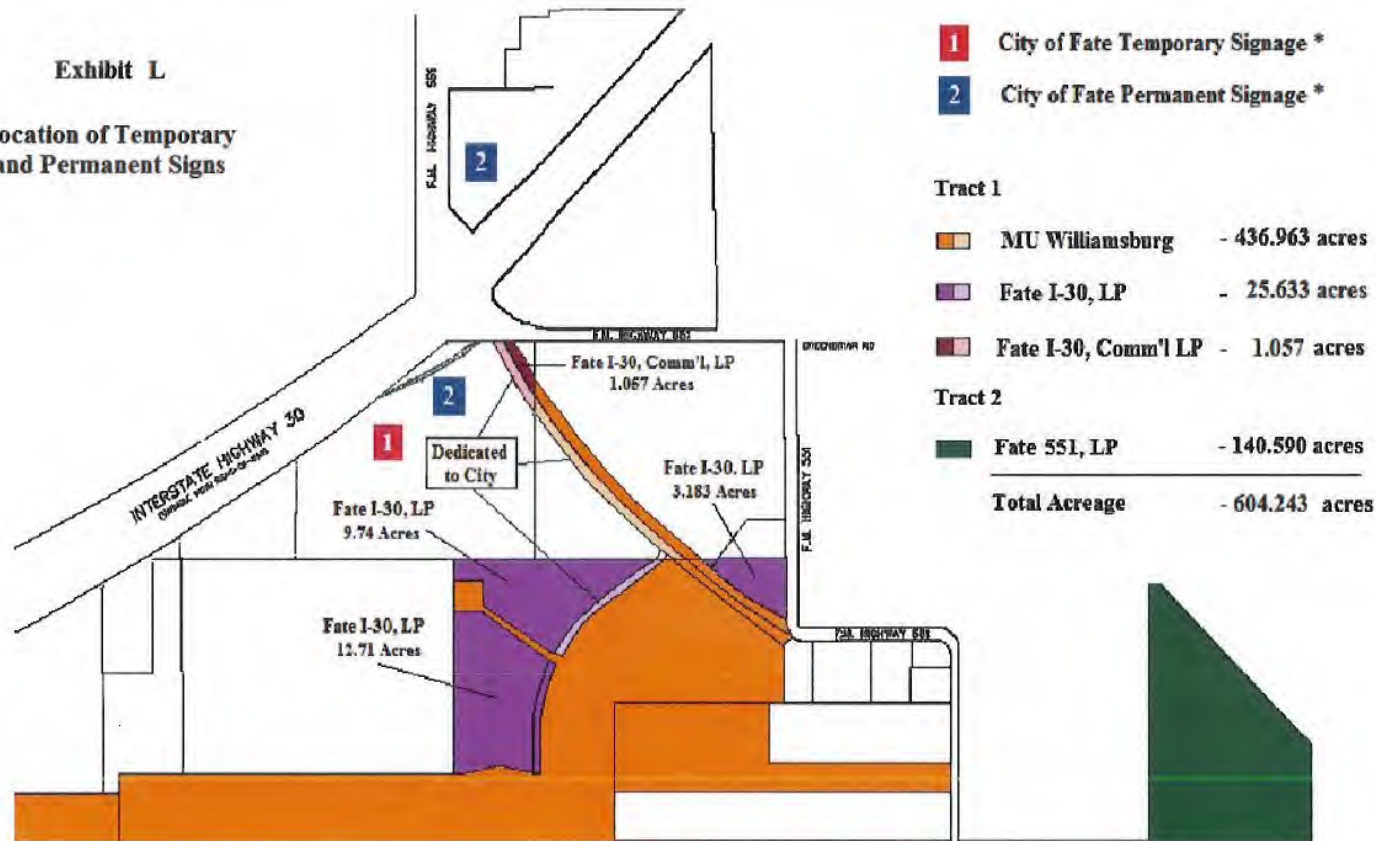
EXHIBIT L

Locations of Temporary Sign and Permanent Signs

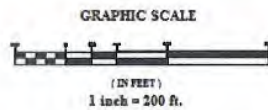
Exhibit L

1270.024\25224.8

Exhibit L
Location of Temporary and Permanent Signs



Developer:
 Fate-Smith, LP
 Fate I-30, LP
 Fate I-30 Comm'l, LP
 Fate 551, LP



* General location - not to scale

Williamsburg Development
City of Fate, Texas

EXHIBIT M

Blackland CCN Area

Exhibit M

1270.024\25224.8

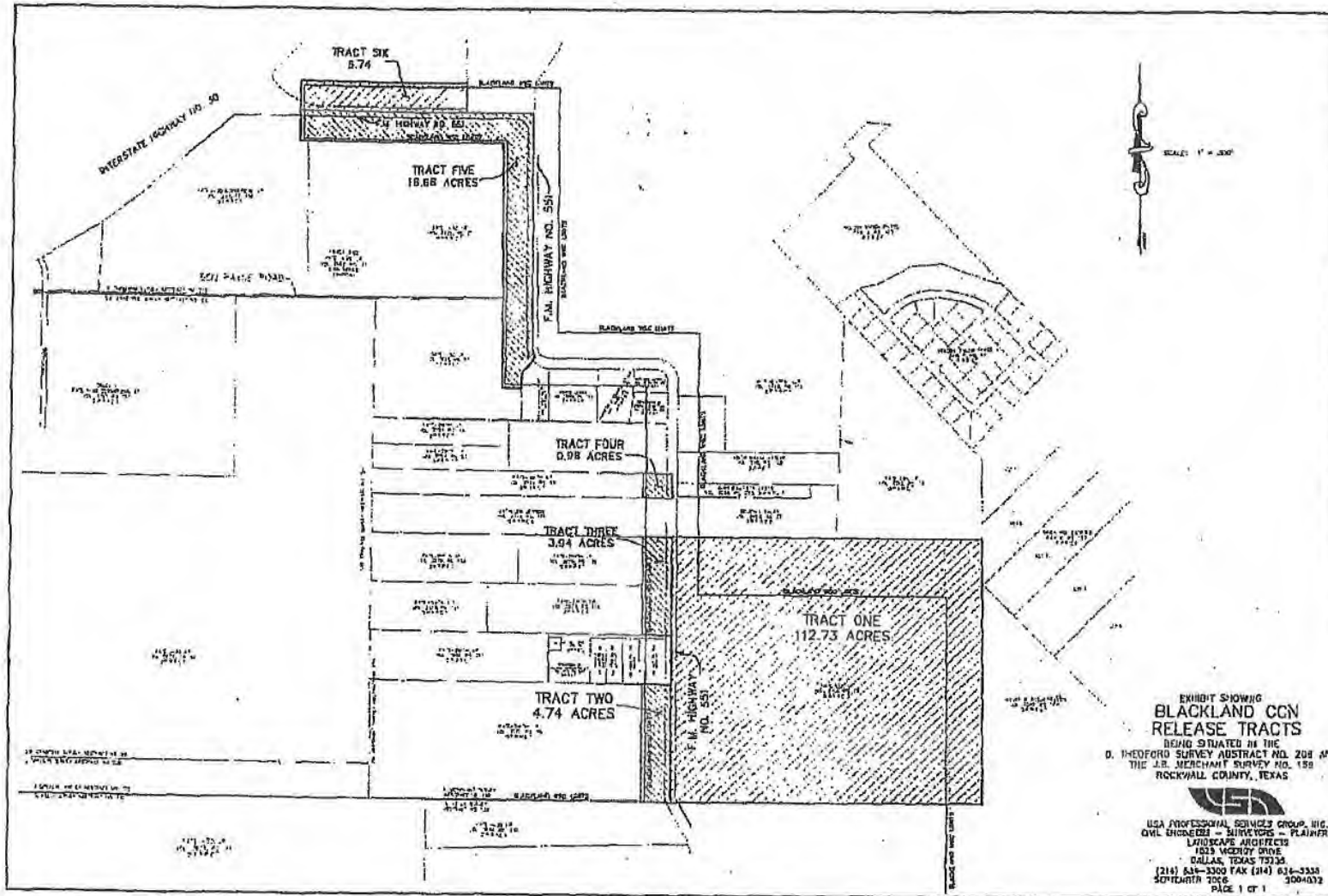


EXHIBIT SHOWING
**BLACKLAND CGN
 RELEASE TRACTS**
 BEING SITUATED IN THE
 D. THEODOR SURVEY ABSTRACT NO. 208 AND
 THE J.B. MERCHANT SURVEY NO. 158
 ROCKWALL COUNTY, TEXAS


 USA PROFESSIONAL SERVICES GROUP, INC.
 CIVIL ENGINEERS - SURVEYORS - PLANNERS
 LANDSCAPE ARCHITECTS
 1023 VICTORY DRIVE
 DALLAS, TEXAS 75235
 (214) 644-3300 FAX (214) 614-3338
 SEPTEMBER 2006 3004032
 PAGE 1 OF 1

APPENDIX F
REIMBURSEMENT AGREEMENT

THIS PAGE IS LEFT BLANK INTENTIONALLY.

WILLIAMSBURG PID NO. 1

PHASE 2A AND 3A2 REIMBURSEMENT AGREEMENT

This Williamsburg PID No. 1 Phase 2A and 3A2 Reimbursement Agreement (the "Reimbursement Agreement") is executed between the City of Fate, Texas (the "City") and D R Horton - Texas Ltd. ("Developer") to be effective December 6, 2021 (individually referred to as a "Party" and collectively as the "Parties").

RECITALS

- A. WHEREAS, on November 6, 2006, the City Council of the City of Fate, Texas (the "City Council" and the "City") passed and approved Resolution No. R-226 authorizing the creation of the "City of Fate Public Improvement District No. 1 (Residential)" ("PID 1") pursuant to Chapter 372, Texas Local Government Code, as amended (the "Act");
- B. WHEREAS, PID 1 includes approximately 436.963 acres located within the corporate limits of the City and described by metes and bounds in Resolution No. R-226 (the "PID 1 Property");
- C. WHEREAS, the fourth phase of the PID 1 Property is being developed as approximately 97.302 acres and 275 residential lots, which metes and bounds description and preliminary plats are attached hereto as Exhibit A (the "Phase 2A and 3A2 Property").
- D. WHEREAS, the public improvement projects under construction confer a special benefit on the Phase 2A and 3A2 Property (the "Phase 2A and 3A2 Improvements") which Phase 2A and 3A2 Improvements are described in the "Williamsburg Public Improvement District No. 1 2021 Amended and Restated Service and Assessment Plan" (the "Service and Assessment Plan");
- E. WHEREAS, on December 6, 2021, the City Council adopted an ordinance (the "Assessment Ordinance") approving the Service and Assessment Plan, including the cost of the Phase 2A and 3A2 Improvements in the amount of \$9,119,401 (the "Phase 2A and 3A2 Cost");
- F. WHEREAS, in the Service and Assessment Plan, the City levies assessments (the "Assessments") against the Phase 2A and 3A2 Property in the amount of the Phase 2A and 3A2 Cost;
- G. WHEREAS, the Service and Assessment Plan provides, in part, that in the event an Assessment is not paid in full, it shall be due and payable in "Annual Installments" (as defined in the Service and Assessment Plan);
- H. WHEREAS, on December 19, 2011, the City, CTMGT Williamsburg, LLC, and MU Williamsburg, LLC entered into the "Williamsburg Public Improvement District No. 1 Funding Agreement" (the "Funding Agreement"), which provides for development of the therein defined Property (including the Phase 2A and 3A2 Property) and reimbursement of the applicable developer;
- I. WHEREAS, effective April 28, 2016 the Funding Agreement was assigned to Developer and

pursuant to which this Reimbursement Agreement is being entered into;

- J. WHEREAS, revenue received and collected by the City from Assessments (excluding Annual Collection Costs, Delinquent Collection Costs, and Annual Administrative Costs as defined in the Service and Assessment Plan), together with interest thereon (the "Phase 2A and 3A2 Assessment Revenue") shall be deposited into a project fund that is segregated from other funds of the City (the "Phase 2A and 3A2 Project Fund") in the manner set forth herein;
- K. WHEREAS, the Phase 2A and 3A2 PID Project Fund shall be used to reimburse the Developer as set forth in this Reimbursement Agreement and subject to the provisions of any trust indenture (the "2A and 3A2 Indenture") relating to Phase 2A and 3A2 Bonds (hereinafter defined) to pay the Reimbursement Amount (hereinafter defined);
- L. WHEREAS, the Phase 2A and 3A2 Improvements will be conveyed to the City in accordance with the Funding Agreement;
- M. WHEREAS, upon completion of the Phase 2A and 3A2 Improvements all obligations of Developer with respect to the design, construction, installation, and conveyance or dedication to the City of the Phase 2A and 3A2 Improvements shall have, for purposes of this Reimbursement Agreement, been satisfied including, but not limited to, all obligations set forth in the Funding Agreement; and
- N. WHEREAS, upon such completion, approval by the City and conveyance to the City, all requirements and conditions precedent to Developer's right to receive the Phase 2A and 3A2 Assessment Revenue will have been, for purposes of this Reimbursement Agreement, satisfied including, but not limited to, all requirements and conditions set forth in the Funding Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. Upon completion of the applicable Improvement to serve a phase of the Phase 2A and 3A2 Properties, and the triggering of the Phase 2A and 3A2 Assessments for such phase, the City shall cause to be deposited into the Phase 2A and 3A2 PID Project Fund, unless Phase 2A and 3A2 Bonds are issued, all Phase 2A and 3A2 Revenues collected (excluding Delinquent Collection Costs and annual Administrative Expenses). If Phase 2A and 3A2 Bonds are issued, then funds shall be deposited into the funds and accounts set forth in, and pursuant to, a Phase 2A and 3A2 Indenture. The Phase 2A and 3A2 PID Project Fund shall only be used as provided in this Reimbursement Agreement and for no other purposes.

Strictly subject to the terms, conditions, and requirements and solely from the revenues herein provided, Developer shall receive reimbursements until 2053 (the "Maturity Date") in an amount up to Seven Million Seven Hundred Thousand Dollars \$7,700,000 (plus interest owed) or so much thereof as from time to time remains outstanding (such outstanding amount, from time to time, is referred to as the "Reimbursement Amount") solely from Phase 2A and 3A2 Assessment Revenue received and collected by the City. The Reimbursement Amount shall bear simple interest per annum at the rate of (i) 5.50% for years one through five, and (ii) the maximum amount allowed under the Act for

years six through 30 or until the Phase 2A and 3A2 Bonds are sold, if ever. If any portion of the Reimbursement Amount remains unpaid after the City sold the Phase 2A and 3A2 Bonds, the interest rate paid to Developer shall be the same as the interest rate on the Phase 2A and 3A2 Bonds.

2. The Reimbursement Amount, plus interest as described above (collectively, the "Unpaid Balance"), which interest shall begin to accrue on the date improvements are accepted by the City, are payable to Developer pursuant to the Funding Agreement and this Reimbursement Agreement and are secured by and payable solely: (i) from the proceeds of one or more series of revenue bonds issued by the City pursuant to the Act and the Funding Agreement and secured by all or a portion of the Phase 2A and 3A2 Assessment Revenue (the "Phase 2A and 3A2 Bonds"); and (ii) if the Phase 2A and 3A2 Bonds are not issued, from Phase 2A and 3A2 Assessment Revenue received and collected by the City. Payment of the Unpaid Balance shall be solely from Phase 2A and 3A2 Assessment Revenue, and no other City funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full. If, notwithstanding its collection efforts, the City fails to receive all or any part of the Phase 2A and 3A2 Assessment Revenue and, as a result, is unable to make payments to Developer of the Unpaid Balance, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement. This Reimbursement Agreement and/or any Phase 2A and 3A2 Bonds shall not and shall never give rise to or create:
 - (1) a charge against the general credit or taxing powers of the City or any other taxing unit; or
 - (2) a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from Phase 2A and 3A2 Assessment Revenue and funds in the Phase 2A and 3A2 Project Fund; or
 - (3) any obligation of the City to issue Phase 2A and 3A2 Bonds or other obligations; or
 - (4) any obligation of the City to pay any amount due or to become due under this Reimbursement Agreement or any Phase 2A and 3A2 Bonds other than from Phase 2A and 3A2 Assessment Revenue, funds in the Phase 2A and 3A2 Project Fund, and any other funds established under any Phase 2A and 3A2 Indenture.
3. If Phase 2A and 3A2 Bonds are issued, the proceeds from the Phase 2A and 3A2 Bonds shall be used to pay the Unpaid Balance (or portion thereof) after deducting costs of issuance (including costs paid or incurred by the City in connection with the issuance if not otherwise paid under the Funding Agreement) ("Net Phase 2A and 3A2 Bond Proceeds"). Until Phase 2A and 3A2 Bonds are issued, Phase 2A and 3A2 Assessment Revenue shall be paid to Developer annually and applied against the Unpaid Balance. Phase 2A and 3A2 Assessment Revenue, if and when collected by the City, shall be paid to Developer annually beginning 2023, and continuing on each April 1 thereafter until the earlier of (i) the Maturity Date, or (ii) the date the Unpaid Balance is paid in full, at which time this Reimbursement Agreement shall terminate. Notwithstanding the foregoing, the City's payment obligations under this Reimbursement Agreement shall be subject to the following conditions: (i) either (1) if the Developer is the payee under this Reimbursement Agreement, the Developer must be current on all taxes, fees and obligations to the City, or (2) if any Transferee

(defined below) is the payee under this Reimbursement Agreement, the Transferee must be current on all taxes, fees and obligations to the City and the Developer must be current on all taxes, fees and obligations to the City relating to Phase 2A and 3A2 Property, and (ii) the Developer and/or any Transferee is not in default under this Reimbursement Agreement.

4. On the Maturity Date, after application of Net Phase 2A and 3A2 Bond Proceeds and all Phase 2A and 3A2 Assessment Revenue, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable; provided, however, if any Phase 2A and 3A2 Assessment Revenue remains due and payable and is uncollected on the Maturity Date, such Phase 2A and 3A2 Assessment Revenue, when, as, and if collected after the Maturity Date, shall first be applied to any amounts due in connection with outstanding Phase 2A and 3A2 Bonds and then paid to Developer and applied to the Unpaid Balance.
5. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest to payments under this Reimbursement Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Unpaid Balance, whether such payments are from the Phase 2A and 3A2 Bond Proceeds or the Phase 2A and 3A2 PID Project Fund (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. In addition, no Transfer, whether with or without the City's prior consent, shall (i) increase the liability of, or impose additional liabilities upon, or (ii) increase the duties or expenses of, or impose additional duties or expenses upon, the City beyond what is specifically provided for herein. Notwithstanding the foregoing, no Transfer shall be effective until five (5) days after notice of the Transfer is received by the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice
6. The inability or failure of the City to issue the Phase 2A and 3A2 Bonds shall not constitute a Failure or Default as defined in this Reimbursement Agreement.
7. The obligations of the City under this Reimbursement Agreement are non-recourse payable only from Phase 2A and 3A2 Assessment Revenue and do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
8. Until the Phase 2A and 3A2 Bonds are issued, if ever, there will be no conditions or defenses to the

obligation of the City to use the Phase 2A and 3A2 Assessment Revenue to pay the Unpaid Balance. When Phase 2A and 3A2 Bonds are issued, there will be no conditions or defenses to (i) the pledge of Phase 2A and 3A2 Assessment Revenue to the payment of the Phase 2A and 3A2 Bonds in accordance with the applicable Phase 2A and 3A2 Indenture, (ii) the use of the Net Phase 2A and 3A2 Bond Proceeds to pay the Unpaid Balance, or (iii) the use of any excess Phase 2A and 3A2 Assessment Revenue to pay the remainder of the Unpaid Balance, if any.

9. Notwithstanding the fact that there will be no defenses to the obligation of the City to use Phase 2A and 3A2 Assessment Revenue as provided in Section 8, nothing in this Reimbursement Agreement or in the Funding Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Phase 2A and 3A2 Improvements.
10. The City will consider issuing one or more series of Phase 2A and 3A2 Bonds when requested by Developer to pay the Unpaid Balance; however, the Parties covenant and acknowledge that approval of the issuance of the Phase 2A and 3A2 Bonds by the City Council is a governmental function within the City's sole discretion. To the extent Phase 2A and 3A2 Assessment Revenue exceeds the amount necessary to pay the Phase 2A and 3A2 Bonds in accordance with the applicable Phase 2A and 3A2 Indenture, the excess shall continue to be paid to Developer and applied against the Unpaid Balance, if any.
11. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, the undersigned agrees that venue for such dispute shall lie in any court of competent jurisdiction in Rockwall County, Texas.
12. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested; or (iii) upon delivery by personal delivery or by courier service.

City: Attn: City Manager
1900 CD Boren Parkway
Fate, Texas 75087

With a copy to: Mr. Timothy Dunn
Messer, Fort & McDonald
6371 Preston Road, Suite 200
Frisco, Texas 75034

With a copy to: City Attorney
1900 CD Boren Parkway

Fate, Texas 75087

With a copy to: Chris Settle
McCall, Parkhurst & Horton, LLP
717 North Harwood, Ste. 900
Dallas, Texas 75034

Developer: D R Horton – Texas Ltd.
Attention: Mr. David Booth
4306 Miller Road
Rowlett, TX 75088

With a copy to: Mr. Jim Ilkenhans
D.R. Horton Rowlett
4306 Miller Road
Rowlett, Texas 75088

With a copy to: Timothy Green
Coats Rose, P.C.
14755 Preston Road, Ste. 600
Dallas, TX 75254

Any Party may change its address by delivering written notice of such change in accordance with this section.

13. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

14. Failure; Default; Remedies.

(a) If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the nonperforming Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have thirty (30) days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional thirty (30) day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the right, but not the obligation, to cure any alleged Failure by Developer within the same time periods that are provided to Developer. The election by a Transferee to cure a Failure by Developer shall constitute a cure by Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement unless the Transferee agrees to be bound.

- (b) If Developer is in Default, the City's sole and exclusive remedies shall be to: (1) seek injunctive relief to compel performance by Developer; (2) seek specific enforcement of this Reimbursement Agreement; or (3) terminate this Reimbursement Agreement. Prior to any termination of this Reimbursement Agreement, however, the City shall give additional written notice of its intent to terminate to Developer, each Transferee and any trustee under any Phase 2A and 3A2 Indenture and provide Developer and each Transferee with an additional 60-day period during which to cure the Default. Notwithstanding the foregoing, in the event the Developer attempts to transfer its interests in this Reimbursement Agreement in violation of Section 5 of this Reimbursement Agreement, the City, in its sole discretion shall have the right to terminate this Reimbursement Agreement effective immediately.
- (c) If the City is in Default, Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; (2) seek specific enforcement of this Reimbursement Agreement; or (3) terminate this Reimbursement Agreement.
15. In the event of any conflict between this Reimbursement Agreement and any other agreement between the City and Developer directly or indirectly related to the use of Phase 2A and 3A2 Assessment Revenue (including, but not limited to, the Funding Agreement), the Parties intend that the provisions and intent of this Reimbursement Agreement shall control.
16. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
17. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow Developer to enforce its remedies under this Reimbursement Agreement.
18. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and Developer any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement contained by or on behalf of the City or Developer shall be for the sole and exclusive benefit of the City and Developer.
19. This Reimbursement Agreement may be amended only by written agreement of the Parties.
20. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original. The Parties agree that electronic signatures to this Reimbursement Agreement may be regarded as original signatures.
21. No Boycott of Israel. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for

ordinary business purposes.

22. Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

23. No Discrimination Against Fossil Fuel Companies. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.
24. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply

with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

(a) discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

(b) firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

25. **Affiliate.** As used in Sections 21 through 24, the Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

26. Form 1295. Submitted herewith or prior hereto is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of December 6, 2021.

CITY OF FATE, TEXAS:

By: _____
Mayor

APPROVED AS TO FORM

By: _____
Mr. Timothy Dunn, City Attorney

D R Horton – Texas Ltd., a Texas Limited Partnership

By: D.R. Horton, Inc., a Delaware Corporation

Its: Authorized Agent

By: _____

Name: _____

Its: _____

EXHIBIT A

Metes and Bounds Description and Preliminary Plats

WHEREAS D.R. HORTON - TEXAS, LTD., IS THE OWNER OF A 50.236 ACRE TRACT OF LAND SITUATED IN THE S.B. CRABTREE SURVEY, ABSTRACT NO. 58, THE JAMES EDISON SURVEY, ABSTRACT NO. 78, AND THE J.T. SPILLERS SURVEY, ABSTRACT NO. 205, IN THE CITY OF FATE, ROCKWALL COUNTY, TEXAS AND BEING PART OF A 298.042 ACRE TRACT OF LAND CONVEYED TO D.R. HORTON - TEXAS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20180000000437, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID 50.236 ACRE TRACT, HAVING A BEARING BASIS OF GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8 IRON IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF LOT 40, BLOCK F OF WILLIAMSBURG, PHASE 2B, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190000011266, OFFICIAL RECORDS, ROCKWALL COUNTY, TEXAS, SAID POINT BEING THE SOUTHWEST CORNER OF SAID WILLIAMSBURG, PHASE 2B AND BEING ON THE SOUTH LINE OF SAID 298.042 ACRE TRACT AND THE COMMON NORTH LINE OF 212.25 ACRE TRACT OF LAND CONVEYED TO SOUTH ROCKWALL HOLDINGS, LP, AS RECORDED IN VOLUME 3625, PAGE 34, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 17 MINUTES 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 298.042 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 212.25 ACRE TRACT, A DISTANCE OF 1436.57 FEET TO AN AXLE FOUND FOR THE NORTHWEST CORNER OF SAID 212.25 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 85.479 ACRE TRACT OF LAND, CONVEYED AS TRACT TWO, TO ROCKWALL FUND, L.L.C., AS RECORDED IN VOLUME 1110, PAGE 190, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, SOUTH 88 DEGREES 58 MINUTES 48 SECONDS WEST, CONTINUING ALONG THE SOUTH LINE OF SAID 298.042 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 85.479 ACRE TRACT, A DISTANCE OF 656.60 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 06 DEGREES 06 MINUTES 18 SECONDS EAST, A DISTANCE OF 315.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 00 MINUTES 57 SECONDS EAST, A DISTANCE OF 472.36 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 52 DEGREES 26 MINUTES 20 SECONDS EAST, A DISTANCE OF 361.89 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 85 DEGREES 09 MINUTES 07 SECONDS EAST, A DISTANCE OF 336.53 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 52 DEGREES 58 MINUTES 27 SECONDS EAST, A DISTANCE OF 152.51 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 06 DEGREES 42 MINUTES 55 SECONDS EAST, A DISTANCE OF 377.89 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 33 MINUTES 28 SECONDS EAST, A DISTANCE OF 160.41 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF WILLIAMSBURG, PHASE 3A-1, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20200000012076, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF GEORGE CALVERT WAY, (AN 80 FOOT RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT, AND ALONG THE SOUTH LINE OF SAID WILLIAMSBURG, PHASE 3A-1, THE FOLLOWING COURSES AND DISTANCES:

NORTH 48 DEGREES 31 MINUTES 53 SECONDS EAST, OVER AND ACROSS SAID GEORGE CALVERT WAY, A DISTANCE OF 80.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE NORTHEAST RIGHT-OF-WAY LINE OF SAID GEORGE CALVERT WAY;

NORTH 41 DEGREES 28 MINUTES 07 SECONDS WEST, ALONG SAID NORTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION

OF SAID NORTHEAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF GETTYSBURG BOULEVARD, (A 120 FOOT RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1;

NORTH 05 DEGREES 03 MINUTES 20 SECONDS EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 27.52 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE NORTH END OF SAID CORNER CLIP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49 DEGREES 16 MINUTES 47 SECONDS, A RADIUS OF 940.00 FEET AND A LONG CHORD THAT BEARS NORTH 76 DEGREES 49 MINUTES 45 SECONDS EAST A DISTANCE OF 783.80 FEET;

ALONG SAID SOUTH RIGHT-OF-WAY LINE OF GETTYSBURG BOULEVARD AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT, PASSING AT AN ARC DISTANCE OF 568.20 FEET A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR THE SOUTHEAST CORNER OF SAID WILLIAMSBURG, PHASE 3A-1 AND THE COMMON SOUTHWEST CORNER OF WILLIAMSBURG, PHASE 2C, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20190000005246, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF GETTYSBURG BOULEVARD, (A 120 FOOT RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 2C AND ALONG THE SOUTH LINE OF SAID WILLIAMSBURG, PHASE 2C, FOR A TOTAL ARC DISTANCE OF 808.49 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR CORNER;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID WILLIAMSBURG, PHASE 2C, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 78 DEGREES 31 MINUTES 51 SECONDS EAST, A DISTANCE OF 90.66 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 51 MINUTES 50 SECONDS, A RADIUS OF 2060.00 FEET AND A LONG CHORD THAT BEARS SOUTH 82 DEGREES 57 MINUTES 47 SECONDS EAST A DISTANCE OF 318.37 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 318.69 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF LOT 53X, BLOCK F, OF AFORESAID WILLIAMSBURG, PHASE 2B. SAID POINT BEING THE NORTHWEST CORNER OF SAID WILLIAMSBURG, PHASE 2B;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT, AND ALONG THE WEST LINE OF SAID WILLIAMSBURG, PHASE 2B, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 27 DEGREES 15 MINUTES 01 SECOND WEST, A DISTANCE OF 999.77 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 640.05 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 50.236 ACRES OF LAND.

WHEREAS D.R. HORTON - TEXAS, LTD., IS THE OWNER OF A 47.066 ACRE TRACT OF LAND SITUATED IN THE S.B. CRABTREE SURVEY, ABSTRACT NO. 58 AND THE JAMES EDISON SURVEY, ABSTRACT NO. 78, IN THE CITY OF FATE, ROCKWALL COUNTY, TEXAS AND BEING PART OF A 298.042 ACRE TRACT OF LAND CONVEYED TO D.R. HORTON - TEXAS, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20180000000437, OFFICAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID 47.066 ACRE TRACT, HAVING A BEARING BASIS OF GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR AN EXTERIOR ELL CORNER OF SAID 298.042 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF A 16.80 ACRE TRACT OF LAND CONVEYED TO FATE I-30 COMMERCIAL, L.P., BY DEED RECORDED IN VOLUME 3945, PAGE 225, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 06 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID 298.042 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 16.80 ACRE TRACT, A DISTANCE OF 365.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF LOT 41, BLOCK A OF WILLIAMSBURG, PHASE 3A-1, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20200000012076, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 16.80 ACRE TRACT, BEARS NORTH 89 DEGREES 06 MINUTES 16 SECONDS EAST, A DISTANCE OF 66.93 FEET;

THENCE, OVER AND ACROSS SAID 298.042 ACRE TRACT AND ALONG THE WEST LINE OF SAID WILLIAMSBURG, PHASE 3A-1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 158.61 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE SOUTH RIGHT-OF-WAY LINE OF PHILADELPHIA STREET, (A 50' RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1 AND THE COMMON NORTH LINE OF LOT 21, BLOCK E OF SAID WILLIAMSBURG, PHASE 3A-1;

SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 12.57 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 20 MINUTES 24 SECONDS EAST, A DISTANCE OF 118.41 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 340.20 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 08 DEGREES 21 MINUTES 16 SECONDS WEST, A DISTANCE OF 68.12 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 19 DEGREES 41 MINUTES 37 SECONDS WEST, A DISTANCE OF 68.08 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 31 DEGREES 21 MINUTES 30 SECONDS WEST, A DISTANCE OF 60.60 FEET A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 54 DEGREES 05 MINUTES 09 SECONDS EAST, A DISTANCE OF 110.68 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE NORTHWEST RIGHT-OF-WAY LINE OF FORT LANE, (A 50' RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 19 MINUTES 16 SECONDS, A RADIUS OF 445.00 FEET AND A LONG CHORD THAT BEARS SOUTH 37 DEGREES 34 MINUTES 29 SECONDS WEST A DISTANCE OF 25.79 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT AND SAID NORTHWEST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 25.79 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 50 DEGREES 45 MINUTES 53 SECONDS EAST, OVER AND ACROSS SAID FORT LANE, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID FORT LANE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREE 09 MINUTES 27 SECONDS, A RADIUS OF 495.00 FEET AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 39 MINUTES 24 SECONDS EAST A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT AND SAID SOUTHEAST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE WEST END OF A CORNER CLIP AT THE INTERSECTION OF SAID SOUTHEAST RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF GEORGE CALVERT WAY, (AN 80' RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1;

NORTH 80 DEGREES 42 MINUTES 15 SECONDS EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 14.58 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE EAST END OF SAID CORNER CLIP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13 DEGREES 31 MINUTES 12 SECONDS, A RADIUS OF 260.00 FEET AND A LONG CHORD THAT BEARS SOUTH 48 DEGREES 13 MINUTES 43 SECONDS EAST A DISTANCE OF 61.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT AND SAID WEST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 61.35 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 41 DEGREES 28 MINUTES 07 SECONDS EAST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 88.08 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF GETTYSBURG BOULEVARD, (A 120' RIGHT-OF-WAY) OF SAID WILLIAMSBURG, PHASE 3A-1;

SOUTH 02 DEGREES 10 MINUTES 47 SECONDS WEST, ALONG SAID CORNER CLIP, A DISTANCE OF 28.94 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE SOUTH END OF SAID CORNER CLIP;

SOUTH 44 DEGREES 40 MINUTES 43 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 22.53 FEET TO A 5/8 INCH IRON ROD

WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 55 MINUTES 49 SECONDS EAST, OVER AND ACROSS SAID GETTYSBURG BOULEVARD, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID WILLIAMSBURG, PHASE 3A-1 AND SAID GETTYSBURG BOULEVARD;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID WILLIAMSBURG, PHASE 3A-1, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 28 MINUTES 18 SECONDS EAST, A DISTANCE OF 13.18 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE WEST END OF A CORNER CLIP AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF AFORESAID GEORGE CALVERT WAY;

SOUTH 87 DEGREES 59 MINUTES 34 SECONDS EAST, ALONG SAID CORNER CLIP, A DISTANCE OF 27.52 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE EAST END OF A CORNER CLIP;

SOUTH 41 DEGREES 28 MINUTES 07 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND BEING ON THE COMMON NORTH LINE OF WILLIAMSBURG, PHASE 2A, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, PLAT RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT, ALONG THE NORTH LINE OF SAID WILLIAMSBURG, PHASE 2A, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 33 MINUTES 28 SECONDS WEST, A DISTANCE OF 160.41 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 06 DEGREES 42 MINUTES 55 SECONDS WEST, A DISTANCE OF 377.89 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 52 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 152.51 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 85 DEGREES 09 MINUTES 07 SECONDS WEST, A DISTANCE OF 336.53 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 52 DEGREES 26 MINUTES 20 SECONDS WEST, A DISTANCE OF 361.89 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 00 MINUTES 57 SECONDS WEST, A DISTANCE OF 472.36 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST NORTHWEST CORNER OF SAID WILLIAMSBURG, PHASE 2A;

THENCE, CONTINUING OVER AND ACROSS SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 07 DEGREES 36 MINUTES 57 SECONDS EAST, DEPARTING THE NORTH LINE OF SAID WILLIAMSBURG, PHASE 2A, A DISTANCE OF 409.84 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 80 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 266.15 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 09 DEGREES 01 MINUTE 18 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 80 DEGREES 58 MINUTES 42 SECONDS WEST, A DISTANCE OF 266.15 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 09 DEGREES 01 MINUTE 18 SECONDS WEST, A DISTANCE OF 167.94 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 04 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 549.36 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 08 DEGREES 57 MINUTES 53 SECONDS WEST, A DISTANCE OF 810.97 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE NORTH LINE OF SAID 298.042 ACRE TRACT, AND THE COMMON SOUTH LINE OF LOT 5, BLOCK A OF THE BROWN INDUSTRIAL PARK, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN CABINET C, PAGE 16, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS;

THENCE, ALONG THE NORTH LINE OF SAID 298.042 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 25 MINUTES 37 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BROWN INDUSTRIAL PARK, PASSING AT A DISTANCE OF 660.30 FEET, A 3/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID BROWN INDUSTRIAL PARK, AND CONTINUING ALONG THE SOUTH LINE OF AFORESAID 16.80 ACRE TRACT, FOR A TOTAL DISTANCE OF 770.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 298.042 ACRE TRACT, AND A COMMON EXTERIOR ELL CORNER OF SAID 16.80 ACRE TRACT;

NORTH 00 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 120.47 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA 47.066 ACRES OF LAND.

