

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED SEPTEMBER 25, 2024

NEW ISSUE

NOT RATED

PROSPECTIVE PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS” HEREIN. THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 3(A)(2) THEREIN. NO ACTION HAS BEEN TAKEN TO QUALIFY THE BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY STATE. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS” HEREIN.

In the opinion of Bond Counsel, defined below, under existing law, interest on the Bonds (i) is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended, and (ii) is not a specific preference item for purposes of the alternative minimum tax on individuals. See “TAX MATTERS” herein, including information regarding potential alternative minimum tax consequences for corporations.



\$5,435,000*

CITY OF MESQUITE, TEXAS,

(a municipal corporation of the State of Texas located in Dallas and Kaufman Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024

(SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 PROJECTS)

THE BONDS WILL NOT BE DESIGNATED AS “QUALIFIED TAX-EXEMPT OBLIGATIONS” FOR FINANCIAL INSTITUTIONS.

Dated Date: October 1, 2024

Interest to Accrue from Date of Delivery

Due: September 1, as shown on the inside cover

The City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2024 (Solterra Public Improvement District Improvement Area C-3 Projects) (the “Bonds”), are being issued by the City of Mesquite, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal amount and any integral multiple of \$1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months, and will be payable on each March 1 and September 1, commencing March 1, 2025, 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, Dallas, Texas, 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 expected to be adopted by the City Council of the City (the “City Council”) on October 7, 2024, and an Indenture of Trust (the “Indenture”) to be entered into by and between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Improvement Area C-3 Project Costs, (ii) funding the Bond Reserve Account of the Reserve Fund, (iii) funding a portion of the Delinquency and Prepayment Reserve Account, and (iv) paying the costs of issuance of the Bonds. See “THE IMPROVEMENT AREA C-3 PROJECTS” and “APPENDIX A — Form of 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 Improvement Area C-3 of the District in accordance with a Service and Assessment Plan, and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. 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 significant degree of risk, are speculative in nature and are not suitable for all investors. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.” 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.

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 “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 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 Bracewell LLP, Bond Counsel, 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, Locke Lord LLP, for the Master Developer by its counsel Polsinelli, PC, and its special counsel, Shupe Ventura, PLLC, and for Lennar by its counsel Cinclair Law, PLLC. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about November 4, 2024 (“Date of Delivery”).



* Preliminary; subject to change.

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

CUSIP Prefix: _____ (a)

\$5,435,000*
CITY OF MESQUITE, TEXAS,
(a municipal corporation of the State of Texas located in Dallas and Rockwall Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 PROJECTS)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield ____%; CUSIP Suffix ____ (a) (b) (c)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield ____%; CUSIP Suffix ____ (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 by FactSet Research Systems Inc. on behalf of the American Bankers Association. 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 maturing on or after September 1, 20 __ are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20 __, at a redemption price equal to the principal amount of Bonds to be called for redemption plus accrued and unpaid interest to the date of redemption as described 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 MESQUITE, TEXAS
CITY COUNCIL**

<u>Name</u>	<u>Position</u>	<u>Term Expires</u>
Daniel Aleman, Jr.	Mayor	November 2025
Jeff Casper	Councilmember	November 2025
Elizabeth Rodriguez-Ross	Councilmember	November 2025
Brandon Murden	Councilmember	November 2025
Kenny Green	Councilmember	November 2025
Tandy Boroughs	Councilmember	November 2025
B.W. Smith	Councilmember	November 2025

CITY MANAGER	ASSISTANT CITY MANAGER	ASSISTANT CITY MANAGER	ASSISTANT CITY MANAGER	CITY SECRETARY	DIRECTOR OF FINANCE
Cliff Keheley	Chris Sanchez	Raymond Rivas	Suzy Cluse	Sonja Land	Ted Chinn

ADMINISTRATOR
P3Works, LLC

FINANCIAL ADVISOR TO THE CITY
Hilltop Securities Inc.

BOND COUNSEL
Bracewell LLP

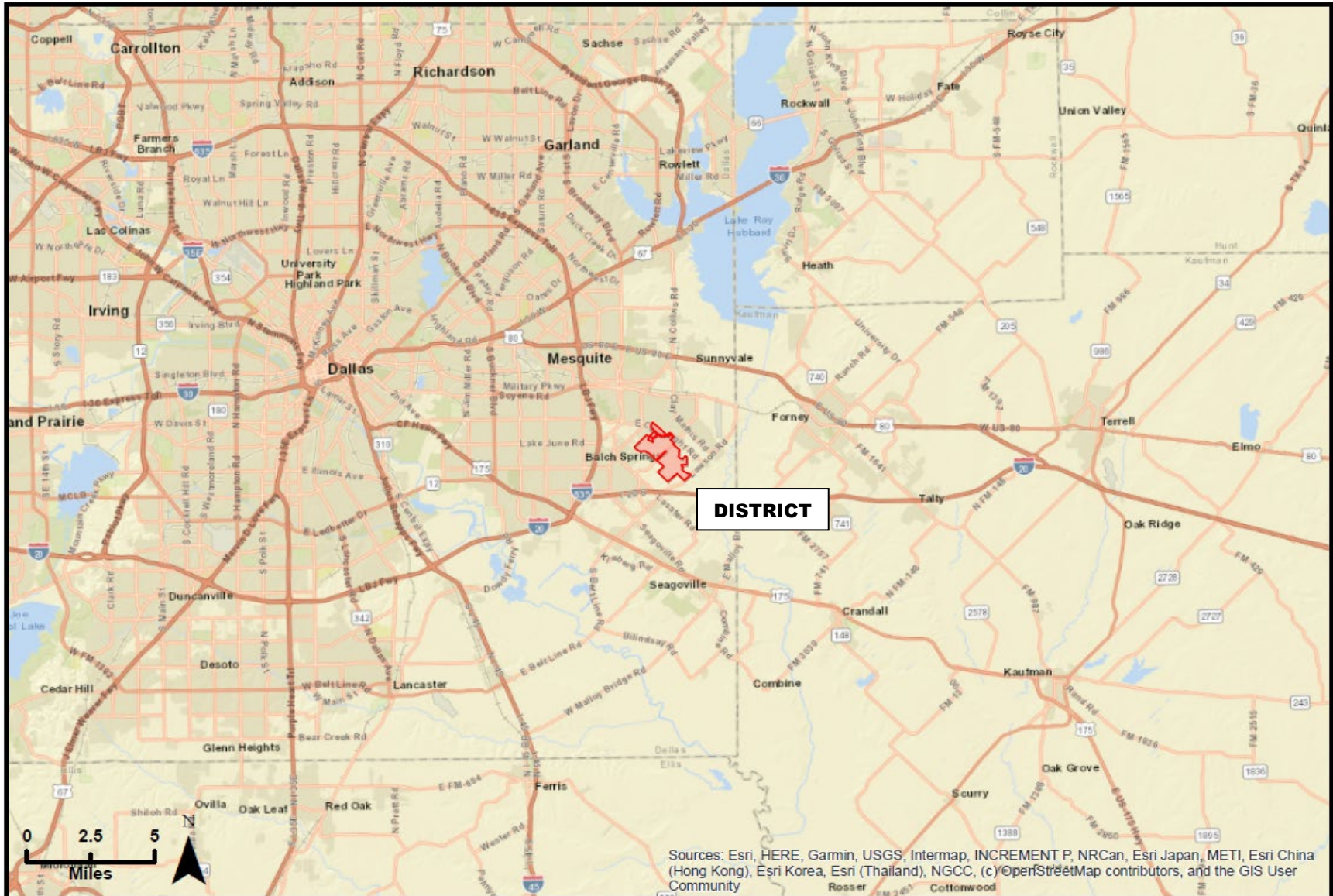
UNDERWRITER'S COUNSEL
Locke Lord LLP

For additional information regarding the City, please contact:

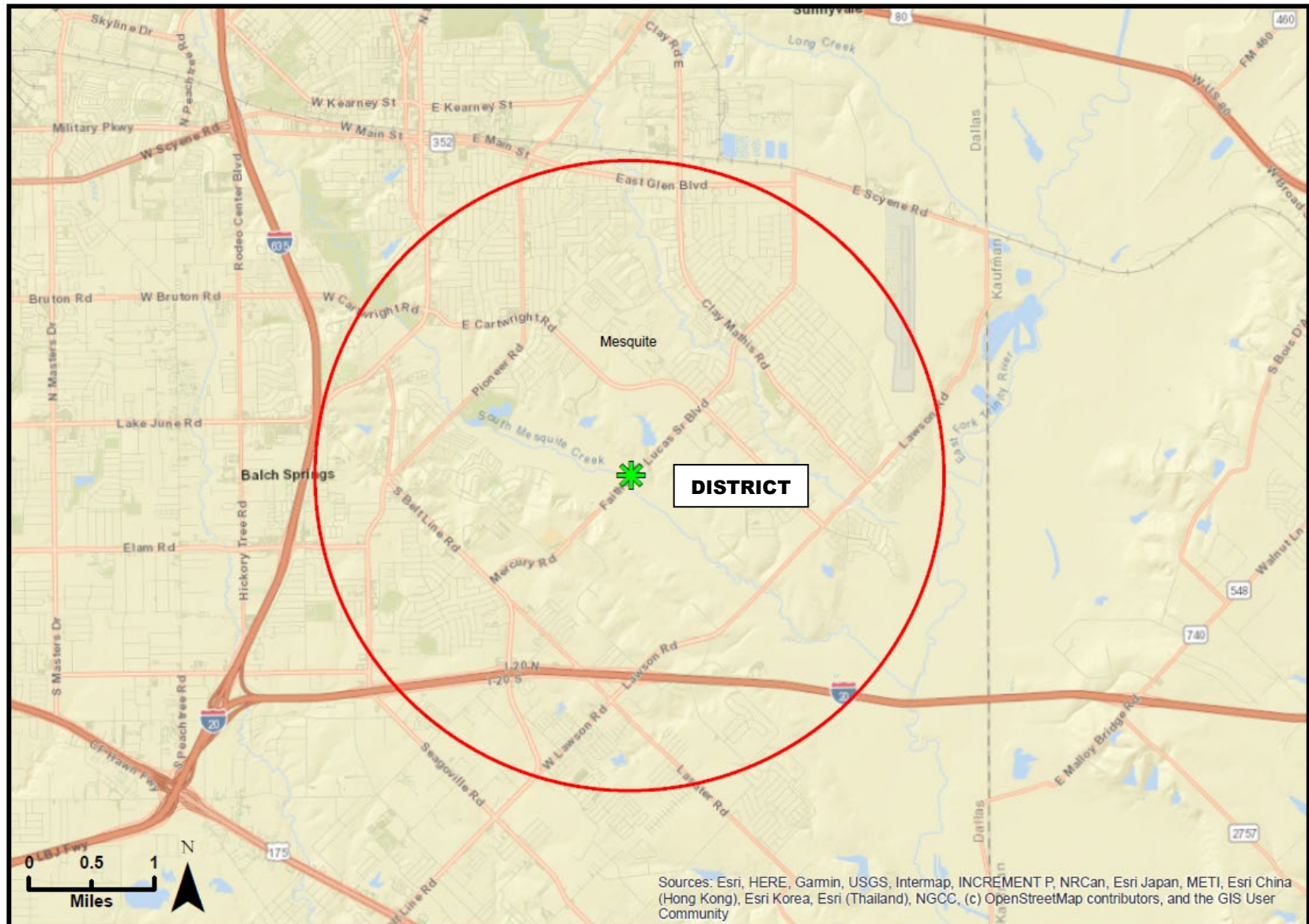
Cliff Keheley
City Manager
City of Mesquite, Texas
757 N. Galloway Ave.
Mesquite, Texas 75185
(972) 216-6404
ckeheley@cityofmesquite.com

Jason Hughes
Hilltop Securities Inc.
717 N. Harwood Street
Suite 3400
Dallas, Texas 75201
(214) 953-8707
Jason.Hughes@hilltopsecurities.com

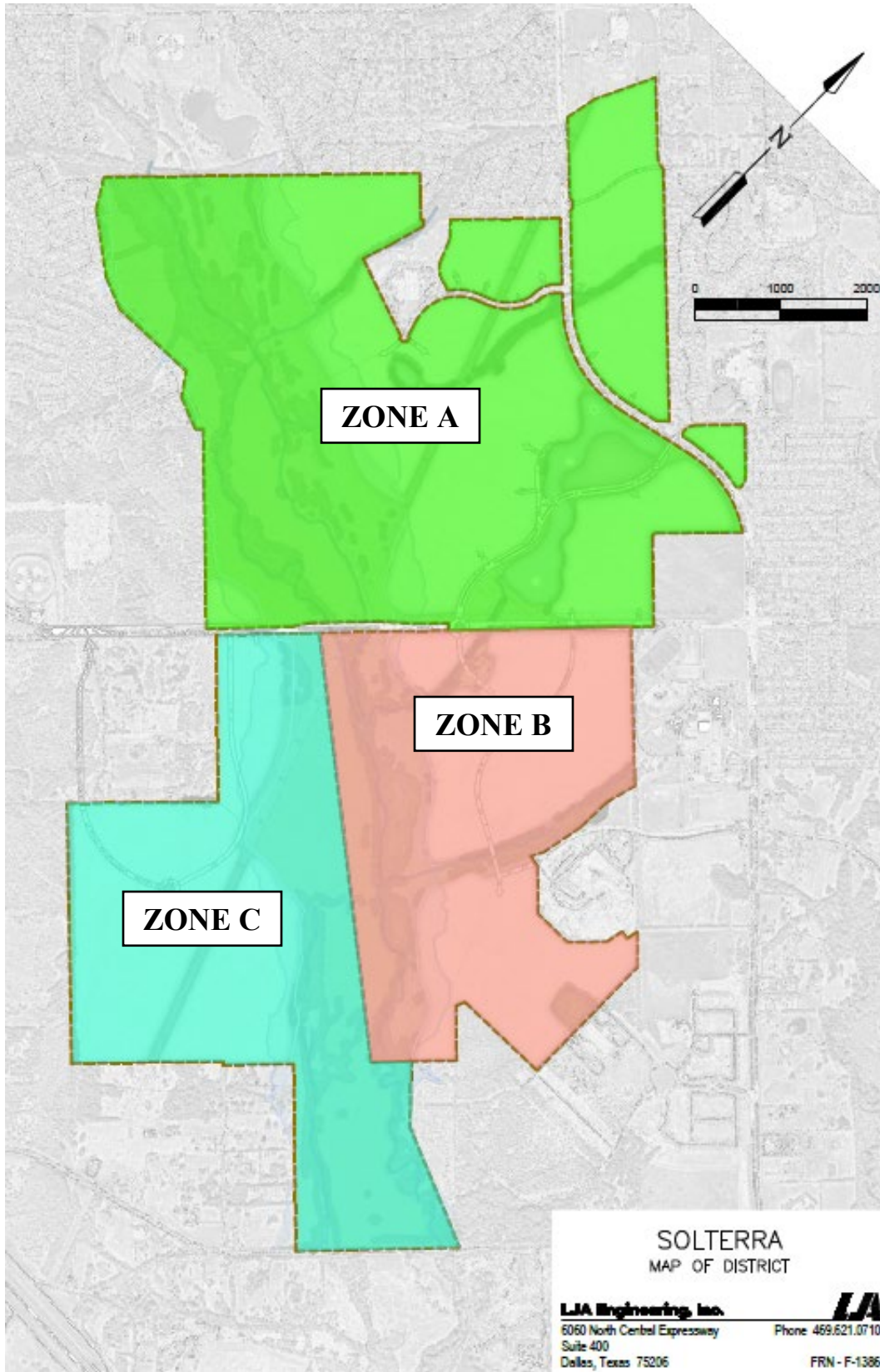
REGIONAL LOCATION MAP OF THE DISTRICT



AREA LOCATION MAP



MAP SHOWING BOUNDARIES OF THE DISTRICT AND IMPROVEMENT ZONES



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, THIS DOCUMENT CONSTITUTES A PRELIMINARY 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.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING 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 PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. EACH PROSPECTIVE 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 THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS" HEREIN. EACH PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

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.

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 HAS BEEN OBTAINED FROM SOURCES, INCLUDING THE MASTER DEVELOPER AND LENNAR, 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, THE MASTER DEVELOPER OR LENNAR SINCE THE DATE HEREOF.

NEITHER THE CITY, THE CITY'S FINANCIAL ADVISOR 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 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 OF 1933. 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” HEREIN.

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.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, RULE 15C2-12.

TABLE OF CONTENTS

INTRODUCTION	1	Foreclosure Proceedings.....	33
PLAN OF FINANCE	2	ASSESSMENT AND COLLECTION DATA FOR	
The District.....	2	THE DISTRICT	34
District Development Plan, Status of		Collection, Delinquency and	
Development and Plan of Finance.....	2	Prepayment History in	
The Bonds	6	Improvement Area A-1 of the	
DESCRIPTION OF THE BONDS	6	District.....	34
General Description.....	6	Collection, Delinquency and	
Redemption Provisions.....	6	Prepayment History in	
BOOK-ENTRY ONLY SYSTEM	8	Improvement Area C-1 of the	
LIMITATIONS APPLICABLE TO INITIAL		District.....	35
PURCHASERS	10	Collection, Delinquency and	
SECURITY FOR THE BONDS.....	12	Prepayment History in	
General	12	Improvement Area C-2 of the	
Pledged Revenues.....	13	District.....	35
TIRZ Revenues May Reduce		Collection, Delinquency and	
Assessments	13	Prepayment History of the	
Collection and Deposit of Assessments.....	15	Assessments in Improvement Area	
Unconditional Levy of Assessments	15	C-3 of the District.....	36
Perfected Security Interest.....	15	THE CITY	36
Pledged Revenue Fund.....	16	Background	36
Bond Fund.....	17	City Government	36
Project Fund	17	Major Employers.....	37
Bond Reserve Account.....	18	Historical Employment in the City.....	37
Delinquency and Prepayment Reserve		Surrounding Economic Activity.....	38
Account	19	THE DISTRICT	38
Administrative Fund.....	19	General	38
Defeasance.....	20	Powers and Authority	38
Events of Default.....	20	THE DEVELOPMENT AGREEMENT	39
Immediate Remedies for Default.....	21	THE IMPROVEMENT AREA C-3 PROJECTS ...	42
Restriction on Owner’s Actions	21	General	42
Application of Revenues and Other		Ownership and Maintenance of	
Moneys After Event of Default.....	22	Improvement Area C-3 Projects.....	46
Investment or Deposit of Funds.....	23	THE DEVELOPMENT.....	46
Against Encumbrances	23	Overview	46
Other Obligations or Other Liens	23	Overall Development Plan	46
SOURCES AND USES OF FUNDS.....	24	Concept Plan.....	47
DEBT SERVICE REQUIREMENTS	25	Improvement Area A-1 – Status of	
OVERLAPPING TAXES AND DEBT.....	26	Development	49
Overlapping Taxes	26	Improvement Zone C, the Lennar Zone	
Homeowner’s Association.....	27	C Contract and the Lennar Zone C	
ASSESSMENT PROCEDURES.....	27	Phase One Option Agreement	49
General	27	Expected Build-Out of the District.....	52
Assessment Methodology.....	28	Future Improvement Area Bonds	54
Collection and Enforcement of		Zoning/Permitting	54
Assessment Amounts	29	Amenities	54
Assessment Amounts.....	30	Education.....	57
Prepayment of Assessments	33	Existing Mineral Rights and Other	
Priority of Lien	33	Third Party Property Rights	57
		Environmental	57
		Flood Designation	58

Geotechnical Report	58	Bankruptcy Limitation to Bondholders’	
Utilities	58	Rights	72
THE MASTER DEVELOPER	58	Tax-Exempt Status of the Bonds	72
General	59	Management and Ownership	72
Description of the Master Developer.....	59	General Risks of Real Estate Investment	
Master Developer Executive		and Development.....	73
Biographies	60	Availability of Utilities.....	73
History and Financing of the District	60	Dependence Upon Lennar	73
LENNAR.....	62	Potential Future Changes in State Law	
Description of Lennar.....	63	Regarding Public Improvement	
Lennar Executive Biographies.....	63	Districts	73
THE ADMINISTRATOR	63	Use of Appraisal.....	74
APPRaisal	64	Risk from Weather Events.....	74
The Appraisal	64	100-Year Flood Plain	74
BONDHOLDERS’ RISKS.....	64	Judicial Foreclosures	75
General	64	No Credit Rating	75
Deemed Representations and		Limited Secondary Market for the	
Acknowledgment by Investors	65	Bonds.....	75
Assessment Limitations.....	65	TAX MATTERS	75
Delay of Acquisition or Termination of		Tax Exemption	75
Option Under Lucas Parties		Additional Federal Income Tax	
Contract Could Delay or Affect		Considerations.....	76
Development in the District	66	LEGAL MATTERS	78
Competition.....	67	Legal Proceedings	78
The Lennar Zone C Phase One Option		Legal Opinions	78
Agreement.....	67	Litigation — The City	79
Recent Changes in State Law Regarding		Litigation — The Master Developer.....	79
Public Improvement Districts;		Litigation — Lennar	79
Failure of Developer to Deliver		SUITABILITY FOR INVESTMENT	79
Required Notice Pursuant to Texas		ENFORCEABILITY OF REMEDIES	79
Property Code May Affect		NO RATING	80
Absorption Schedule and Provide		CONTINUING DISCLOSURE.....	80
for Prepayments Causing Partial		The City.....	80
Redemptions of Bonds	67	The City’s Compliance With Prior	
Completion of Homes.....	68	Undertakings	80
Absorption Rate.....	68	Lennar.....	80
Risks Related to Current Increase in		Lennar’s Compliance With Prior	
Costs of Building Materials.....	68	Undertakings	81
TIRZ Annual Credit Amount and		UNDERWRITING	81
Marketing of the Development.....	68	REGISTRATION AND QUALIFICATION OF	
Loss of Tax Exemption	68	BONDS FOR SALE.....	81
Bankruptcy	69	LEGAL INVESTMENT AND ELIGIBILITY TO	
Direct and Overlapping Indebtedness,		SECURE PUBLIC FUNDS IN TEXAS.....	81
Assessments and Taxes	69	INVESTMENTS	82
Depletion of Bond Reserve Account of		INFORMATION RELATING TO THE	
the Reserve Fund.....	69	TRUSTEE.....	84
Hazardous Substances	69	SOURCES OF INFORMATION	84
Exercise of Third Party Property Rights.....	70	General	84
Regulation	70	Source of Certain Information.....	85
Bondholders’ Remedies and		Experts.....	85
Bankruptcy	70		
No Acceleration.....	72		

Updating of Limited Offering Memorandum	85
FORWARD-LOOKING STATEMENTS	86
AUTHORIZATION AND APPROVAL	86
APPENDIX A	Form of Indenture
APPENDIX B	Form of Service and Assessment Plan
APPENDIX C	Form of Opinion of Bond Counsel
APPENDIX D-1	Form of City Disclosure Agreement
APPENDIX D-2	Form of Lennar Disclosure Agreement
APPENDIX E	Appraisal
APPENDIX F	PID Reimbursement Agreement
APPENDIX G	Photographs of Completed Development in the District

(THIS PAGE IS INTENTIONALLY LEFT BLANK.)

PRELIMINARY LIMITED OFFERING MEMORANDUM

\$5,435,000*

CITY OF MESQUITE, TEXAS,

(a municipal corporation of the State of Texas located in Dallas and Kaufman Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024

(SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 PROJECTS)

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 Mesquite, Texas (the “City”), of its \$5,435,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Solterra Public Improvement District Improvement Area C-3 Projects) (the “Bonds”).

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT OF 1933”) AND “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. 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, REDEMPTION PREMIUM, IF ANY, 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 expected to be enacted by the City Council of the City (the “City Council”) on October 7, 2024 (the “Bond Ordinance”), an Indenture of Trust (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 of and lien upon the Trust Estate (as defined in the Indenture) consisting primarily of assessments levied against Assessed Property (as defined herein) located in Improvement Area C-3 (the “Assessments”) of the Solterra Public Improvement District (the “District”) for the Improvement Area C-3 Projects (as defined herein) pursuant to a separate ordinance enacted by the City Council on July 17, 2023 (the “Assessment Ordinance”). The City created the District pursuant to a resolution adopted by the City Council on April 5, 2021 (the “Creation Resolution”).

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.”

Set forth herein are brief descriptions of the City, the District, the Administrator (as defined herein), the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the TIRZ Creation Ordinance (as defined herein), the TIRZ Project and Finance Plan (as defined herein), the Solterra Development Agreement by and between the City and HC Solterra, LLC, a Texas limited liability company (the “Master Developer”) dated October 19, 2020, as amended by that Solterra First Amendment to Development Agreement dated as of March 15, 2021 and further amended by that Solterra Second Amendment to Development Agreement dated as of February 20, 2023 (together, the “Development Agreement”), 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 in their entirety by reference to such documents or such PID Act 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 Underwriter, FMSBonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Phone: (214) 302-2245. The Form of Indenture appears in

* Preliminary; subject to change.

APPENDIX A and the Form of Service and Assessment Plan appears in 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.

PLAN OF FINANCE

The District

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries and extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Improvement Area C-3 Projects, authorized by the PID Act and approved by the City Council, that confer a special benefit on the Assessed Property within the District. The District is not a separate political entity from the City but rather reflects an area within the City that City Council has designated and within which the City is authorized to levy assessments for public improvements. The District is located entirely within the corporate limits of the City. See “THE DISTRICT — Powers and Authority.”

District Development Plan, Status of Development and Plan of Finance

The District is composed of approximately 1,424.398 acres which are being developed in multiple phases as a master-planned residential community commonly known as Solterra (the “Development”) which is expected to consist of 3,331 single-family residential lots in varying sizes at buildout. See “THE DEVELOPMENT.” The District is divided into three zones: “Improvement Zone A,” “Improvement Zone B,” and “Improvement Zone C” (collectively, the “Improvement Zones”). Each Improvement Zone is expected to be further subdivided into separate improvement areas. Improvement Zone A consists of 721.818 acres, which includes the 257.640 acres designated as “Improvement Area A-1” and the approximately 464.178 acres designated as the “Improvement Zone A – Remainder Property.” Improvement Zone B consists of approximately 285.50 acres. Improvement Zone C consists of 417.08 acres, which includes the 90.988 acres designated as “Improvement Area C-1,” the 38.882 acres designated as “Improvement Area C-2,” the 34.79 acres designated as “Improvement Area C-3,” and the approximately 252.42 acres designated as the “Improvement Zone C – Remainder Property.” The boundaries of the District and the Improvement Zones (shown thereon as Zone A, Zone B and Zone C, respectively) are shown in the “MAP SHOWING BOUNDARIES OF THE DISTRICT AND IMPROVEMENT ZONES” on page v.

The Master Developer purchased approximately 1,097.336 acres of land within the District in four separate transactions between December 2020 and May 2021. On December 15, 2020, the Master Developer purchased approximately 72 acres and an additional approximately 34 acres in two transactions using cash. On April 19, 2021, the Master Developer purchased approximately 695 acres in the District from the Lucas Parties (as defined herein), and on May 26, 2021, the Master Developer acquired an additional approximately 295 acres from the Lucas Parties. Such acquisitions by the Master Developer were funded through a combination of cash and the Trez Loan (as defined herein) which has since been paid off. As further described below, the Lucas Parties retained ownership of approximately 300.358 acres in the District. See “THE MASTER DEVELOPER – History and Financing of the District.”

The Master Developer sold approximately 237.562 acres of land in Improvement Zone C of the District to Solterra South, LLC (“Solterra South”), an entity affiliated with the Master Developer, on June 15, 2021 at a price of \$4,000,000. Solterra South’s purchase of such land was funded with cash equity contributions from the members of Solterra South. The Master Developer partially assigned its rights under the Development Agreement relating to the land in Improvement Zone C to Solterra South in connection with such transfer. Such 237.562 acre portion of land was purchased by Lennar Homes of Texas Land and Construction, Ltd. (“Lennar”) on March 5, 2024 at a cash purchase price of \$8,000,000.

The Master Developer also sold an approximately 164.659 acre portion of the property located in Improvement Zone C (the “Zone C Phase One Property”) of the District to Lennar on June 17, 2021. On February 9, 2022, Lennar conveyed the “Zone C Phase One Property,” which includes all the land in Improvement Area C-1, Improvement Area C-2, and Improvement Area C-3, to KLLB AIV, LLC (“KLLB”) as a land bank for Lennar for

long term financing purposes pursuant to the Lennar Zone C Phase One Option Agreement (as defined herein). KLLB is the current owner of the Zone C Phase One Property (including the land in Improvement Area C-3) except for 206 lots (as of August 1, 2024) which have been repurchased by Lennar pursuant to the Lennar Zone C Phase One Option Agreement.

Lennar is responsible for the construction and funding of the Improvement Area C-1 Projects, the Improvement Area C-2 Projects, and the Improvement Area C-3 Projects (each as defined herein) pursuant to a Construction Agreement (as defined herein) with KLLB. Solterra South retained rights to reimbursements related to public improvements constructed by Lennar in Improvement Zone C (the “Lennar Zone C Public Improvements”); provided that Solterra South shall transfer up to \$10,000,000 in reimbursements received from the proceeds of certain bonds issued for the Lennar Zone C Public Improvements to Lennar as described under “THE MASTER DEVELOPER – History and Financing of the District – *Subsequent Transfers (Solterra South and Lennar)*.” See also “THE DEVELOPMENT – Improvement Zone C, the Lennar Zone C Contract and Lennar Zone C Phase One Option Agreement.”

Approximately 36.3 acres of land within the District is City owned right of way, a portion of which is in Improvement Zone A and a portion of which is in Improvement Zone C. The Master Developer is the owner of all land in Improvement Zone A except for 553 lots which have been transferred to builders in Improvement Area A-1, on which 71 homes which have been closed to buyers in Improvement Area A-1, and approximately 34.4 acres of City owned right-of-way located in Improvement Zone A. See “THE DEVELOPMENT – Improvement Area A-1 – Status of Development.” Lennar and KLLB are the owners of the land in Improvement Zone C except for the right of way located in Improvement Zone C owned by the City and the 14.858 acres owned by the Lucas Parties, as described below. The remaining approximately 300.358 acres in the District (the “Lucas Property”), all of which is located partially in Improvement Zone B (285.5 acres) and partially in Improvement Zone C (14.858 acres), is owned by Lucas Farms Joint Venture, George F. Lucas Irrevocable Descendants Trust, Faithon P. Lucas, Jr. Family Trust (collectively, the “Lucas Parties”). The Master Developer holds an option to purchase the Lucas Property pursuant to the Lucas Parties Contract (as defined herein) as described under the heading “THE MASTER DEVELOPER – History and Financing of the District – *Lucas Parties Purchase, Option Contract, and Acquisitions*.” See “THE MASTER DEVELOPER – History and Financing of the District.”

The Master Developer is expected to install certain Major Improvements (as defined herein) that benefit the entire District and to develop the land in Improvement Zone A and Improvement Zone B into finished lots for sale to various homebuilders. Lennar is expected to develop finished lots and build homes in Improvement Zone C of the District. The Master Developer and Lennar are expected to develop their respective zones in the District in phases. The initial phases of development are Improvement Area A-1, in Improvement Zone A, and Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 in Improvement Zone C. The phases of the development after Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 are referred to herein as the “Future Improvement Areas.” See “THE DEVELOPMENT — Overall Development Plan.”

Improvement Zone A and Major Improvements – The Master Developer. In October 2021, the Master Developer began the initial phase of development within Improvement Zone A by commencing construction of: (1) certain excavation, street improvements, storm drainage collection system improvements, and landscaping improvements benefitting the entire District (the “Major Improvements”); (2) certain excavation, street improvements, water distribution system improvements, sanitary sewer collection system improvements, storm drainage collection system improvements, and landscaping, parks and open space improvements that will benefit only property within Improvement Zone A of the District (the “Improvement Zone A Improvements”), and (3) certain excavation, street improvements, water distribution system improvements, sanitary sewer collection system improvements, storm drainage collection system improvements, and landscaping improvements that will benefit only Improvement Area A-1 of the District (the “Improvement Area A-1 Improvements”). The Improvement Area A-1 Improvements, the pro rata portion of the Improvement Zone A Improvements benefitting Improvement Area A-1, and the pro rata portion of the Major Improvements benefitting Improvement Area A-1 are collectively referred to herein as the “Improvement Area A-1 Projects.”

The Master Developer completed construction of the Improvement Area A-1 Projects in various subphases, the last of which was completed in November 2023. Final plats for the various subphases were filed in 2022 and

2023. In the future, the Master Developer will develop the remaining land in Improvement Zone A and Improvement Zone B into finished lots for sale to various homebuilders.

Of the 787 lots in Improvement Area A-1, 710 are under contract with merchant homebuilders as of the date hereof. As of August 1, 2024, the Master Developer has transferred 669 lots of the 710 lots under contract within Improvement Area A-1 to homebuilders in Improvement Area A-1. See “THE DEVELOPMENT –Improvement Area A-1 – Status of Development.” As of August 1, 2024, 239 homes are under construction and 132 homes had been closed to end users in Improvement Area A-1. The average sales price of homes in Improvement Area A-1 is \$418,174. See “THE DEVELOPMENT – Improvement Area A-1 – Status of Development.”

The City has entered into a reimbursement agreement with the Master Developer (the “Improvement Area A-1 PID Reimbursement Agreement”) to reimburse a portion of the costs of the Improvement Area A-1 Projects and a portion of the costs of the Improvement Area C-1 Projects (as defined herein). Under the Improvement Area A-1 PID Reimbursement Agreement, the City will reimburse the Master Developer a portion of the costs of the Improvement A-1 Projects from proceeds of the Improvement Area A-1 Bonds (as defined herein) and a portion of the costs of the Improvement Area C-1 Projects from the proceeds of the Improvement Area C-1 Bonds (as defined herein). Under the Lennar Zone C Contract (as defined herein), Lennar may receive up to \$10,000,000 in reimbursements from the proceeds of bonds issued for the Lennar Zone C Public Improvements. Pursuant to the Service and Assessment Plan, the Improvement Area A-1 PID Reimbursement Agreement, and the Development Agreement, the Master Developer will be responsible for any costs of the Improvement Area A-1 Projects in excess of the amounts funded by the Improvement Area A-1 Bonds. The City has also entered into the PID Reimbursement Agreement (defined below) to reimburse the Master Developer for a portion of the costs of the Improvement Area C-3 Projects. See “THE IMPROVEMENT AREA C-3 PROJECTS,” “THE DEVELOPMENT – Improvement Zone C, the Lennar Zone C Contract and the Lennar Zone C Phase One Option Agreement,” “THE MASTER DEVELOPER – History and Financing of the District – Subsequent Transfers (Solterra South and Lennar),” and “APPENDIX F – PID Reimbursement Agreement.”

Prior Improvement Zone A Bonds. The City has previously issued its \$33,425,000 City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2023 (Solterra Public Improvement District Improvement Area A-1 Projects) (the “Improvement Area A-1 Bonds”) to finance a portion of the Improvement Area A-1 Projects. The Improvement Area A-1 Bonds are secured by assessments on property in Improvement Area A-1 of the District (the “Improvement Area A-1 Assessments”). The Improvement Area A-1 Bonds are currently outstanding in the principal amount of \$33,131,000. **The Improvement Area A-1 Assessments are not pledged to and do not secure the Bonds.**

Improvement Zone C – Lennar. Lennar has developed finished lots and is building homes in Improvement Zone C of the District.

Lennar began development in Improvement Zone C with (1) certain excavation, street improvements, water distribution system improvements, sanitary sewer collection system improvements, storm drainage collection system improvements, and landscaping, parks and open space improvements that will benefit only property within Improvement Zone C of the District (the “Improvement Zone C Improvements”), (2) certain excavation, street improvements, water distribution system improvements, sanitary sewer collection system improvements, storm drainage collection system improvements, and landscaping improvements that will benefit only Improvement Area C-1 of the District (the “Improvement Area C-1 Improvements”), (3) certain excavation, street improvements, water distribution system improvements, sanitary sewer collection system improvements, storm drainage collection system improvements, and landscaping improvements that will benefit only Improvement Area C-2 of the District (the “Improvement Area C-2 Improvements”), and (4) certain excavation, street improvements, water distribution system improvements, sanitary sewer collection system improvements, storm drainage collection system improvements, and landscaping improvements that will benefit only Improvement Area C-3 of the District (the “Improvement Area C-3 Improvements”).

The Improvement Area C-1 Improvements, the pro rata portion of the Improvement Zone C Improvements benefitting Improvement Area C-1, and the pro rata portion of the Major Improvements benefitting Improvement Area C-1 (which Major Improvements are being constructed and financed by the Master Developer) are collectively referred to herein as the “Improvement Area C-1 Projects.” The Improvement Area C-2 Improvements, the pro rata portion

of the Improvement Zone C Improvements benefitting Improvement Area C-2, and the pro rata portion of the Major Improvements benefitting Improvement Area C-2 (which Major Improvements are being constructed and financed by the Master Developer) are collectively referred to herein as the “Improvement Area C-2 Projects.” The Improvement Area C-3 Improvements, the pro rata portion of the Improvement Zone C Improvements benefitting Improvement Area C-3, and the pro rata portion of the Major Improvements benefitting Improvement Area C-3 (which Major Improvements are being constructed and financed by the Master Developer) are collectively referred to herein as the “Improvement Area C-3 Projects.”

Construction of the Improvement Area C-1 Projects (excluding the Major Improvements being constructed by the Master Developer) began in October 2021 and was completed in September 2023. A final plat for Improvement Area C-1 was filed on July 26, 2023. Construction of the Improvement Area C-2 Projects (excluding the Major Improvements being constructed by the Master Developer) began in October 2021 and was completed in February 2024. A final plat for Improvement Area C-2 was filed on January 18, 2024. Construction of the Improvement Area C-3 Projects (excluding the Major Improvements being constructed by the Master Developer) began in November 2022 and was completed in August 2024. A final plat for Improvement Area C-3 was filed on April 29, 2024. As of August 1, 2024, Lennar had expended \$25,488,437 on improvements benefitting Improvement Zone C, including \$6,772,257 on the Improvement Area C-1 Improvements, and \$6,094,009 on the Improvement Area C-2 Improvements, and \$6,814,751 on the Improvement Area C-3 Improvements, with the remainder funding the Improvement Zone C Improvements, all of which was funded with cash. As of August 1, 2024, 84 homes were under construction in Improvement Area C-1, one model home was constructed and 13 homes were under contract in Improvement Area C-1. The average sales price of homes in Improvement Area C-1 is \$380,000. No homes have been closed to end users in Improvement Area C-1. No homes are under construction or under contract in Improvement Area C-2 or Improvement Area C-3. Construction of the portion of Improvement Zone C Improvements attributable to the Improvement Zone C Remainder Property is expected to be completed by March 2026.

The City has also entered into a separate reimbursement agreement with the Master Developer (the “PID Reimbursement Agreement”) to reimburse a portion of the costs of the Improvement Area C-3 Projects. The cost of the Improvement Area C-3 Projects is expected to be approximately \$8,526,105*. Proceeds of the Bonds in the amount of \$5,435,000* are expected to pay for a portion of the Improvement Area C-3 Project Costs. The balance of such costs, to the extent it constitutes Improvement Area C-3 Improvements or Improvement Zone C Improvements, has been or is expected to be paid by Lennar with cash.

Prior Improvement Zone C Bonds. The City has previously issued its \$7,000,000 City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2023 (Solterra Public Improvement District Improvement Area C-1 Projects) (the “Improvement Area C-1 Bonds”) to finance a portion of the Improvement Area C-1 Projects. The Improvement Area C-1 Bonds are secured by assessments on property in Improvement Area C-1 of the District (the “Improvement Area C-1 Assessments”). The Improvement Area C-1 Bonds are currently outstanding in the principal amount of \$6,923,000. The City has previously issued its \$3,525,000 City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2023 (Solterra Public Improvement District Improvement Area C-2 Projects) (the “Improvement Area C-2 Bonds”) to finance a portion of the Improvement Area C-2 Projects. The Improvement Area C-2 Bonds are secured by assessments on property in Improvement Area C-2 of the District (the “Improvement Area C-2 Assessments”). The Improvement Area C-2 Bonds are currently outstanding in the principal amount of \$3,525,000. **The Improvement Area C-1 Assessments and Improvement Area C-2 Assessments are not pledged to and do not secure the Bonds.**

Future Improvement Area Bonds. The City expects to issue one or more series of bonds (collectively, the “Future Improvement Area Bonds”) to finance the cost of improvements benefitting only Future Improvement Areas of the District. The estimated costs of the improvements benefitting Future Improvement Areas will be determined as such phase is developed, and the Service and Assessment Plan will be updated to identify the improvements to be constructed within Future Improvement Areas and financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessed property within Future Improvement Areas. The Master Developer anticipates that Future Improvement

* Preliminary; subject to change.

Area Bonds will be issued over a period of fifteen years. See “THE DEVELOPMENT – Future Improvement Area Bonds.”

The Bonds

Proceeds of the Bonds will be used to (i) pay a portion of the Improvement Area C-3 Project Costs, (ii) fund the Bond Reserve Account of the Reserve Fund, (iii) fund a portion of the Delinquency and Prepayment Reserve Account, and (iv) pay the costs of issuance of the Bonds. Any funds in the Costs of Issuance Account not needed to pay costs of issuance shall be transferred to the Improvement Area C-3 Improvement Account of the Project Fund. See “THE IMPROVEMENT AREA C-3 PROJECTS,” “APPENDIX A – Form of Indenture” and “SOURCES AND USES OF FUNDS.”

Payment of the Bonds is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of the Pledged Revenues, which consist primarily of Assessments levied against the Assessed Property within Improvement Area C-3 of the District, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS,” “ASSESSMENT PROCEDURES,” “APPENDIX A – Form of Indenture” and “APPENDIX B – Form of Service and Assessment Plan.”

The Bonds, the Improvement Area A-1 Bonds, the Improvement Area C-1 Bonds, the Improvement Area C-2 Bonds and any Future Improvement Area Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (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 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. The Improvement Area A-1 Bonds, the Improvement Area C-1 Bonds, the Improvement Area C-2 Bonds, and the Future Improvement Area Bonds to be issued by the City are not offered pursuant to this Limited Offering Memorandum.

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 each March 1 and September 1, commencing March 1, 2025 (each an “Interest Payment Date”), until maturity or prior redemption. Wilmington Trust, National Association, Dallas, Texas, is the initial Trustee, Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000, or any integral multiple of \$1,000 in excess thereof (“Authorized Denominations”), subject to the partial redemption provisions of the Indenture authorizing redemptions of less than \$100,000 in denominations of \$1,000 and any multiple of \$1,000 in excess thereof. No physical delivery of the Bonds will be made to the beneficial owners thereof. 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, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to beneficial owners of the Bonds. See “BOOK-ENTRY ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

Redemption Provisions

Optional Redemption. The City reserves the option to redeem Bonds in whole or from time to time in part before their respective scheduled maturity dates, on September 1, 20__, or on any date thereafter such redemption date or dates to be fixed by the City, 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. At least forty-five (45) days before the

redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Extraordinary Optional Redemption. The Bonds are subject to extraordinary optional redemption by the City prior to their respective scheduled maturity dates, in whole or in part, on any Business Day, at a Redemption Price of 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued and unpaid interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments, including related transfers to the Redemption Fund as provided in the Indenture or any other transfers to the Redemption Fund under the terms of the Indenture, including from transfers of Foreclosure Proceeds. The City direction for such redemption shall include details with regard to a corresponding reduction in the Bond Reserve Account Requirement, as further described in the Indenture. Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to the above unless it has at least \$1,000 available in the Redemption Fund with which to redeem the Bonds.

Mandatory Sinking Fund Redemption. The Bonds (referred to as “Term Bonds” below) are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a Redemption Price from money available for such purpose in the Principal and Interest Account of the Bond Fund, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$ Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20__	
September 1, 20__†	

\$ Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20__	
September 1, 20__†	

† Stated maturity.

At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by the Indenture, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to the Indenture shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional or extraordinary redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Notice of Redemption. 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. 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, then subject to the terms of the Indenture, 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 given

as provided in this paragraph 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, and not otherwise rescinded as provided by, 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 or the principal of and interest on such Bonds, as applicable, 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.

In the Indenture, the City reserves the right in the case of an optional or extraordinary optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Additional Provisions with Respect to Redemption. If less than all of the Bonds are to be redeemed pursuant to optional or extraordinary optional redemption, such redemption shall be effected by redeeming Bonds in such manner as may be specified by the City in a City Certificate; provided, however that in the absence of such instruction from the City by the date required for the sending of notice of redemption pursuant to the Indenture, the Bonds shall be redeemed by any method selected by the Trustee that results in a pro rata reduction of the Outstanding maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose.

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 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.

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

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 DTC 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 City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes 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 United States

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 companies 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 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 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).

Principal, interest and all other payments 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 payment 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 nor its nominee, 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 principal, interest and payments 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 or the Trustee. Under such circumstances, in the event that a successor securities 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 transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

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 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 PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC 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.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to "accredited investors" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an "Investor") will be deemed to have acknowledged, represented and warranted 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 and 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 the Bonds 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 Improvement Area C-3 Projects, 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 fraud or willful misconduct, to the extent permitted by law. 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 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 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 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.

SECURITY FOR THE BONDS

The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds. Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See “APPENDIX A — Form of Indenture.”

General

THE BONDS ARE SPECIAL AND 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.

NOTWITHSTANDING THE FOREGOING, THE CITY HAS CREATED “REINVESTMENT ZONE NUMBER 15, CITY OF MESQUITE, TEXAS” (THE “TIRZ”), WHICH INCLUDES THE LAND WITHIN THE DISTRICT AS WELL AS ADDITIONAL LAND, AND INTENDS TO USE ANNUAL TAX INCREMENT REVENUES COLLECTED WITHIN THE TIRZ, CONSISTING OF AN AMOUNT EQUAL TO 60% OF ALL REAL PROPERTY TAXES LEVIED, ASSESSED AND COLLECTED WITHIN THE TIRZ ON ALL REAL PROPERTY IN THE TIRZ TAXABLE BY THE CITY THEREIN BASED ON THE PRIORITY DESCRIBED UNDER “THE DEVELOPMENT AGREEMENT.” THE APPLICATION OF A PORTION OF SUCH ANNUAL TIRZ REVENUES MAY INCLUDE THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THE BONDS WHICH WILL RESULT IN A REDUCTION IN ANNUAL INSTALLMENTS OF ASSESSMENTS RELATED TO THE BONDS BY A CORRESPONDING AMOUNT AS DESCRIBED UNDER “SECURITY FOR THE BONDS — TIRZ REVENUES MAY REDUCE ASSESSMENTS”. SUCH TAX INCREMENT REVENUE IS NOT PLEDGED TO THE BONDS UNDER THE INDENTURE, NOR WILL SUCH TAX INCREMENT BE PLEDGED PURSUANT TO ANY INDENTURE RELATING TO THE BONDS, THE IMPROVEMENT AREA A-1 BONDS, THE IMPROVEMENT AREA C-1 BONDS, THE IMPROVEMENT AREA C-2 BONDS, AND ANY FUTURE IMPROVEMENT AREA BONDS. SEE “TIRZ REVENUES MAY REDUCE ASSESSMENTS” BELOW.

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 of primarily of Assessments levied against the assessable parcels or lots within Improvement Area C-3 of the District and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, the City has caused the preparation of a Service and Assessment Plan (as amended and supplemented, the “Service and Assessment Plan”), which describes the special benefit received by Improvement Area C-3 of the District, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of Assessments and provides for the allocation of Assessments for payment of principal of, premium, if any, and interest on the Bonds.

The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (as 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 — Form of Service and Assessment Plan.”

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of law to finance the Improvement Area C-3 Projects by levying Assessments upon properties in Improvement Area C-3 of the District benefitted thereby. For a description of the assessment methodology and the amounts of Assessments levied in Improvement Area C-3 of the District, see “ASSESSMENT PROCEDURES” and “APPENDIX B — Form of Service and Assessment Plan.”

Pursuant to the Indenture, Pledged Revenues are the sum of (i) Annual Installments (excluding the portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs), (ii) the moneys held in any of the Pledged Funds and Accounts, and (iii) any additional revenues that the City may pledge to the payment of the Bonds.

“Annual Installments” means, collectively, with respect to each Assessed Property, each annual payment of the Assessments as shown on the Assessment Roll and related to the Bonds and the Improvement Area C-3 Projects, including (i) principal; (ii) interest (iii) Annual Collection Costs, and (iv) the 0.50% additional interest rate (the “Additional Interest”) collected pursuant to the Service and Assessment Plan and deposited to the Delinquency and Prepayment Reserve Account as described in the Indenture. The term “Annual Collection Costs” means the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Roll and annual updates to the Service an Assessment Plan; (6) paying and redeeming Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with the Service and Assessment Plan, the PID Act, and any Indenture, with respect to the Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with Bonds, including their respective legal counsel. See “SECURITY FOR THE BONDS — Pledged Revenue Fund,” “APPENDIX A — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.”

The City will covenant in the Indenture that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof to be enforced continuously. 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 State, county, school district, or municipality ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named, and runs with the land. 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” herein. 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. See “BONDHOLDERS’ RISKS – Assessment Limitations.” There are currently no properties within Improvement Area C-3 that have claimed a homestead exemption.

TIRZ Revenues May Reduce Assessments

The Assessments levied by the City according to the Assessment Ordinance and described in the Service and Assessment Plan are set at a level sufficient to fund a portion of the costs of the Improvement Area C-3 Projects.

Pursuant to Chapter 311 of the Texas Tax Code (the “TIRZ Act”), on May 3, 2021 the City held a public hearing on the creation of the TIRZ and the preliminary project and financing plan for the TIRZ. Pursuant to Ordinance No. 4869 adopted on June 7, 2021 (the “TIRZ Creation Ordinance”), the City created the TIRZ and was presented with the Reinvestment Zone Number Fifteen, City of Mesquite, Texas (Solterra) Preliminary Project and Financing Plan (“Preliminary TIRZ Project and Finance Plan”). The TIRZ contains approximately 1,920 acres, and encompasses the land within the Development and additional land.

The City Council approved a final Project and Finance Plan for the TIRZ (the “TIRZ Project and Finance Plan”) on July 17, 2023 with the adoption of an ordinance which authorizes the use of certain TIRZ Revenues (defined below) for project costs under the TIRZ Act, relating to certain public improvements, which include the Improvement Area C-3 Projects, as provided for in the TIRZ Project and Finance Plan (including amendments or supplements thereto).

Pursuant to the TIRZ Act, the tax increment base of the City is the total taxable value of all real property taxable by the City within the boundaries of the District, determined as of January 1 the year in which the TIRZ was designated as a reinvestment zone (the “Tax Increment Base”). As described in the TIRZ Project and Finance Plan, the “Tax Increment” for a year includes 60% of property taxes (based on the ad valorem tax rate in effect on the date of establishment of the TIRZ), levied and collected by the City within the TIRZ on the Captured Appraised Value (which amount is expected to be used to reduce Assessments within the District, as described below). Consistent with Section 311.012(b) of the TIRZ Act, the “Captured Appraised Value” of real property taxable by the City for a year is the total appraised value of all real property taxable by the City and located in the TIRZ for that year less the Tax Increment Base.

Pursuant to the TIRZ Project and Finance Plan, the Development Agreement and the Service and Assessment Plan, the City intends to hold the annual City Tax Increment Revenues collected from the TIRZ (the “TIRZ Revenues”) in a “TIRZ Fund” and to dedicate all City ad valorem tax revenue in the TIRZ Fund to be used in the priority set forth under “THE DEVELOPMENT AGREEMENT – TIRZ Reimbursement Agreement.” As described under such subheading, the City expects to use the TIRZ Revenues to pay the TIRZ Annual Credit Amount (as defined herein) after the payment of administrative costs of the TIRZ and the payment of an annual wildlife mitigation fee of up to \$100,000 if applicable. See “THE DEVELOPMENT AGREEMENT – TIRZ Reimbursement Agreement.”

The City shall determine the TIRZ Annual Credit Amount allocable to Improvement Area C-3 each year and shall transfer such amount to the Pledged Revenue Fund for the Bonds. Such Annual Credit Amount shall reduce the Annual Installments for that year for all assessments that have been levied within the District, and shall also reduce Future Improvement Areas Assessments, when levied, if any.

In the Service and Assessment Plan, the City has established a maximum annual credit for each lot type. See “ASSESSMENT PROCEDURES – Assessment Amounts – TIRZ Annual Credit Amount”. The TIRZ Annual Credit Amount is applied to each Assessed Property (as such term is defined in the Service and Assessment Plan) on a parcel-by-parcel basis and under the terms of the Service and Assessment Plan.

The deposit of the TIRZ Revenues collected from the TIRZ shall continue until the earlier of: (i) the expiration of the TIRZ on December 31, 2071; (ii) at such time that the total aggregate amount reimbursed to the Master Developer is equal to the total amount of the Public Improvement Project Costs (as defined in the Development Agreement) allocated to each improvement area, as set forth in the Service and Assessment Plan, whether paid from bond proceeds or TIRZ revenues, up to \$297,560,206 in the aggregate across all improvement areas paid from any source; or (iii) termination of the TIRZ Reimbursement Agreement (as defined herein) pursuant to an event of default thereunder; provided however that the use of TIRZ Revenues for the payment of PID Bonds (as defined in the Development Agreement) or TIRZ Bonds then outstanding (as defined in the Development Agreement) shall continue until all PID Bonds and TIRZ Bonds shall have been discharged or paid in full.

THE TIRZ REVENUES, IF AVAILABLE, WILL NOT BE PLEDGED TO THE PAYMENT OF THE BONDS, AND THERE IS NO GUARANTEE THAT THERE WILL EVER BE SUFFICIENT TIRZ REVENUES TO GENERATE THE TIRZ ANNUAL CREDIT AMOUNT. THE TIRZ ANNUAL CREDIT AMOUNT WILL NOT BE APPLIED IN ANY MANNER THAT WOULD AFFECT THE COLLECTION AND CONTINUOUS ENFORCEMENT OF ASSESSMENTS COLLECTED FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS AND ANNUAL COLLECTION COSTS AND THE FUNDING OF THE DELINQUENCY AND PREPAYMENT RESERVE ACCOUNT REQUIREMENT, IN THE MANNER AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. THE FULL TIRZ ANNUAL CREDIT AMOUNT IS NOT EXPECTED TO BE AVAILABLE TO REDUCE THE ANNUAL INSTALLMENT FOR ANY ASSESSED PROPERTY UNTIL THE SECOND YEAR THAT A HOME ON SUCH LOT IS ASSESSED. MOREOVER, THE TIRZ ANNUAL CREDIT AMOUNT IS NOT EXPECTED TO BE SUFFICIENT TO PROVIDE FOR THE

TARGETED NET AVERAGE ANNUAL INSTALLMENT UNTIL THE SECOND YEAR THAT A HOME ON SUCH LOT IS ASSESSED. SEE “OVERLAPPING TAXES AND DEBT.”

Collection and Deposit of Assessments

The Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds are shown on the Assessment Roll. The Assessments, together with the interest thereon, will be deposited in the Pledged Revenue Fund for the payment of the principal of, premium, if any, and interest on the Bonds, as and to the extent provided in the Service and Assessment Plan and the Indenture. See “SECURITY FOR THE BONDS — Pledged Revenue Fund” and “APPENDIX B — Form of Indenture.”

The Assessments assessed to pay debt service on the Bonds, 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. An Annual Installment of Assessments has been made payable in the Assessment Ordinance in each Fiscal Year preceding the date of final maturity of the Bonds which, if collected, will be sufficient to pay the portion of the debt service requirements attributable to Assessments in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

Any sums collected for the payment of Annual Collection Costs shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City has imposed Assessments on the property within Improvement Area C-3 of the District 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 are effective from 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. Pursuant to the Assessment Ordinance, interest on the Assessments for each lot within Improvement Area C-3 and allocated to the Bonds, begins to accrue on the date specified in the Service and Assessment Plan and, bears interest at the rate of interest on the Bonds plus the 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act (“Additional Interest Rate”). Each Annual Installment, including the interest on the unpaid amount of Assessments, will be determined by September 30 of each year and generally billed in October of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.003(b)(14) of the PID Act, the City will levy, assess and collect each year while the Bonds are Outstanding and unpaid, an assessment to pay the Annual Collection Costs. The portion of each Annual Installment of an Assessment used to pay the Annual Collection Costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the levy after an annual review in any year pursuant to Section 372.015(d) of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance, and shall be billed in October of each year with the Assessments and shall be delinquent if not paid by February 1 of the following year. **Amounts collected for 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.

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

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, and execution and delivery of the Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of the 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 the Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding such that the pledge of the Trust Estate granted by the City under the 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 Texas 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. See “APPENDIX B — Form of Indenture.”

Pledged Revenue Fund

On or before February 1 (provided that Pledged Revenues have been received by the City, or if not, then as soon available) while the Bonds are Outstanding, beginning February 1, 2025, the City shall deposit or cause to be deposited the Annual Installments (which excludes, for the avoidance of doubt that portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited pursuant to the Indenture) into the Pledged Revenue Fund. Specifically, except as set forth in the Indenture, the Pledged Revenues shall be deposited to the Pledged Revenue Fund to be used in the following order of priority: (1) first, to the Principal and Interest Account of the Bond Fund amounts sufficient to pay debt service on the Bonds coming due in the next Bond Year, (2) second, to the Bond Reserve Account in an amount to cause the amount in the Bond Reserve Account to equal the Bond Reserve Account Requirement as described in the Indenture, (3) third, amounts representing Additional Interest to the Delinquency and Prepayment Reserve Account of the Reserve Fund in an amount equal to the Delinquency and Prepayment Reserve Requirement, and (4) fourth, in accordance with the written direction of the City, to the Redemption Fund or to pay other costs permitted by the PID Act.

Notwithstanding the foregoing, if any funds remain on deposit in the Pledged Revenue Fund after the transfers required by clauses (1) through (3) above are made, the City shall have the option, in its sole and absolute discretion, to transfer such excess funds into the Redemption Fund to redeem Bonds as provided in the Indenture. The City or the Administrator on behalf of the City shall direct the Trustee in writing with respect to the portions of the Pledged Revenues to be deposited pursuant to the Indenture as Additional Interest, Prepayments or Foreclosure Proceeds.

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 Bond Pledged Revenue Account of 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, 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 the subcaption “Bond Reserve Account of the Reserve Fund” below), there are insufficient funds to make the payments to the Principal and Interest Account of the Bond Fund described 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.

Notwithstanding the foregoing:

- (1) the Trustee shall deposit Additional Interest to the Pledged Revenue Fund and shall transfer such Additional Interest to the Delinquency and Prepayment Reserve Account as described in the foregoing paragraph and as otherwise directed by the Indenture; and
- (2) the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund;
- (3) the Trustee shall deposit Foreclosure Proceeds (excluding Delinquent Collection Costs) to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund, to restore any transfers from the applicable account of the Reserve Fund made with respect to the Assessed Property to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

Notwithstanding the foregoing, any portion of Foreclosure Proceeds that are attributable to Annual Collection Costs (as identified to the Trustee in writing) shall be deposited to the Administrative Fund, and any portion of Foreclosure Proceeds attributable to Delinquent Penalties and Interest (as identified to the Trustee in writing) shall be deposited to the Delinquency and Prepayment Reserve Account of the Reserve Fund until the Delinquency and Prepayment Reserve Requirement is met and then to the Administrative Fund.

After satisfaction of the requirements to (i) provide for the payment of the principal and interest on the Bonds, and (ii) to fund any deficiency that may exist in the Reserve Fund (including the funding of the Delinquency and Prepayment Reserve Account), the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid.

Assessments representing Delinquent Penalties and Interest (as identified to the Trustee in writing) shall be deposited first to the Delinquency and Prepayment Reserve Account of the Reserve Fund (including the funding of the Delinquency and Prepayment Reserve Account) until the Delinquency and Prepayment Reserve Account Reserve Requirement is met and then to the Administrative Fund.

Any Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Assessments may be used under the PID Act and such payments shall be applied in accordance with written direction from a City Representative to the Trustee.

Bond Fund

No later than 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.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth in the paragraph above, the Trustee shall withdraw first from the Delinquency and Prepayment Reserve Account of the Reserve Fund and second from the Bond Reserve Account of the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Project Fund

The Project Fund under the Indenture contains the Improvement Area C-3 Improvement Account and the Costs of Issuance Account.

Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Moneys disbursed at closing to pay for the costs of creating the District shall be paid pursuant to a Closing Disbursement Request.

Except as otherwise provided in the Indenture, money on deposit in the Improvement Area C-3 Improvement Account of the Project Fund, shall be used solely to pay the costs of the Improvement Area C-3 Projects as set forth in the applicable Certificate for Payment. Upon receipt of a reviewed and approved Certificate for Payment for any Improvement Area C-3 Project Costs, the Trustee shall make payment from the Improvement Area C-3 Improvement Account.

If the City Representative determines in his or her sole discretion that amounts then on deposit in any of the subaccounts of the Improvement Area C-3 Improvement Account are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of any of the Improvement Area C-3 Projects, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area C-3 Improvement Account will ever be expended for the purposes thereof, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area C-3 Improvement Account that are not expected to be used for purposes thereof. If such City Certificate is so filed, the amounts identified on the City Certificate currently on deposit in the applicable subaccount of the Improvement Area C-3 Improvement Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has

been provided in accordance with the Indenture. In making any determination pursuant to the Indenture, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

Upon the filing of a City Certificate stating that all Improvement Area C-3 Projects have been completed and that all Improvement Area C-3 Projects Costs have been paid, or that any such costs are not required to be paid from the Improvement Area C-3 Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Area C-3 Improvement Account to the Principal and Interest Account or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee and shall close the Improvement Area C-3 Improvement Account of the Project Fund.

Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Bond Reserve Account

Pursuant to the Indenture, a Bond Reserve Account will be created within the Reserve Fund for the benefit of the Bonds and held by the Trustee and will be funded with proceeds of the Bonds in the amount of the Reserve Fund Requirement. Pursuant to the Indenture, the "Bond Reserve Account Requirement" for the Bonds shall be the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the stated principal amount of the Bonds as of the date of issuance; provided, however that subsequent to the date of issuance of the Bonds, such Bond Reserve Account Requirement shall be recalculated for compliance with the above upon (a) any transfers made pursuant to the Indenture, (b) a mandatory sinking fund redemption pursuant to the terms of the Indenture, (c) an optional redemption pursuant to the terms of the Indenture or (d) an extraordinary optional redemption pursuant to the terms of the Indenture. As of the date of delivery of the Bonds, the Bond Reserve Account Requirement is \$_____.

Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the amount in the Bond Reserve Account exceeds the Bond Reserve Account Requirement, the Trustee shall provide written notice to the City Representative and the Administrator of the amount of the excess. Upon receipt of a City Certificate, the Trustee shall transfer such excess to (i) the Principal and Interest Account, (ii) the Redemption Fund or (iii) the Administrative Fund, as set forth in the City Certificate. The excess amounts transferred from the Bond Reserve Account to the Administrative Fund will be presumed to have been transferred, first, from sources other than Bond proceeds (including investment earnings on such proceeds) and, second, from amounts that are Bond proceeds (including investment earnings on such proceeds). The cumulative amount of any Bond proceeds (including investment earnings on such proceeds) that are transferred to the Administrative Fund pursuant to the provisions of (iii) above and subsequently used for the payment of operating costs directly relating to the Improvement Area C-3 Projects will not exceed 5% of sale proceeds of the Bonds

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

At the final maturity of the Bonds, the amount on deposit in the Bond 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 Bond Reserve Account, together with the amounts held in the Pledged Revenue Fund and the Principal and Interest Account and Redemption Fund, is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to the Indenture, a proportionate amount in the Bond Reserve Account shall be transferred on the Business Day prior to the redemption

date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds as detailed in a City Certificate. The amount so transferred from the Bond Reserve Account shall be a proportional amount equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Bond Reserve Account, as a percentage of the Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Bond Reserve Account, as a percentage of the Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest on the Bonds, 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 as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

Delinquency and Prepayment Reserve Account

Pursuant to the Indenture, a Delinquency and Prepayment Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. A portion of the Delinquency and Prepayment Reserve shall be funded with bond proceeds and, each year, Additional Interest shall be deposited to the Delinquency and Prepayment Reserve Account of the Reserve Fund pursuant to the provisions of the Indenture until such time that the amount on deposit in the Delinquency and Prepayment Reserve Account is at least equal to the Delinquency and Prepayment Reserve Requirement. Whenever, at the written request of the City Representative, on any Interest Payment Date or on any other date, the amount in the Delinquency and Prepayment Reserve Account exceeds the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess. The City shall direct the Trustee in writing to transfer the amounts of such excess in the Delinquency and Prepayment Reserve Account to (i) the Bond Reserve Account to restore any deficiency in the Bond Reserve Account up to the Bond Reserve Account Requirement, (ii) the Administrative Fund for payment of Annual Collection Costs, or (iii) to the Redemption Fund to be used to redeem Bonds pursuant to the Indenture. The excess amounts transferred from the Delinquency and Prepayment Reserve Account of the Reserve Fund to the Administrative Fund will be presumed to have been transferred, first, from sources other than Bond proceeds (including investment earnings on such proceeds) and, second, from amounts that are Bond proceeds (including investment earnings on such proceeds). In the event that the Trustee does not receive a City Certificate directing the transfer of the excess Delinquency and Prepayment Reserve funds within forty-five (45) days of providing notice to the City of such excess Delinquency and Prepayment Reserve amount, the Trustee shall transfer the excess Delinquency and Prepayment Reserve amount to the Redemption Fund and provide the City with written notification of the transfer.

Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to the provisions of the Indenture, if there are insufficient funds in the Redemption Fund from such Prepayments to redeem the Bonds on their redemption date, the Trustee shall transfer funds from the Delinquency and Prepayment Reserve Account to the Redemption Fund in the amount of the deficiency and such funds shall be used to redeem Bonds pursuant to the Indenture. The Trustee shall incur no liability for the validity of this transfer if in compliance with the above provisions.

At the final maturity of the Bonds, the amount on deposit 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.

Administrative Fund

The City has created under the Indenture an Administrative Fund held by the Trustee. The City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs and Delinquent Collection Costs. The City or the Administrator, on behalf of the City, shall direct the Trustee pursuant to the City Certificate with respect to the portions of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs to be deposited pursuant to the Indenture.

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 Certificate 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 is not security for the Bonds.

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

Defeasance

All 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 if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then rating the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys so 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 as the case may be, only upon receipt by the Trustee of (i) a report by an independent certified public accountant selected by the City, after giving effect to such request, verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (ii) an opinion of Bond Counsel stating that that no adverse federal tax consequences will result from reinvesting such cash. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“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 (the “PFIA”); and provided further such investments and 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 Pledged 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) 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; and
- (iv) default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the aggregate outstanding principal amount of the Bonds at the time Outstanding requesting that the failure be remedied.

Immediate Remedies for Default

Upon the happening and continuance of any Event of Default, the Owners of at least 25% the aggregate outstanding principal of the Bonds, may proceed against the City for the purpose of protecting and enforcing 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 herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall 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 all 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 the Indenture, 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 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 judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner shall have 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 hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the 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 indemnity as provided in the Indenture, (iv) the Trustee has for ninety (90) 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 direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered 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; 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 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 registered owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, 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, during the continuance of an Event of Default, 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 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

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.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners.

In the event funds are not adequate to cure any of the Events of Default described in above, 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 the Indenture.

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 established pursuant to the Indenture shall be invested by the Trustee as directed by the City pursuant to a City Order filed with the Trustee at least two (2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the PFIA, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times as set forth in the Indenture.

Obligations purchased as an investment of moneys in any Fund 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

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 Pledged Revenues and the Pledged Funds and Accounts, 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.

Other Obligations or Other Liens

The City reserves the right, subject to the provisions of the Indenture, to issue Additional 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.

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

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 or omitted to be done any matter or things whatsoever whereby the lien of the Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with the Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds and Accounts; provided, however, that nothing in the Indenture shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would adversely affect the ability of the City to timely pay the debt service due and owing on the Bonds.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Uses of Funds:

Deposit to the Improvement Area C-3 Improvement Account of the Project Fund
Deposit to Bond Reserve Account of the Reserve Fund
Deposit to Administrative Fund
Deposit to Delinquency and Prepayment Reserve Account
Deposit to Cost of Issuance Account of the Project Fund
Underwriter's Discount⁽¹⁾
Total Uses

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DEBT SERVICE REQUIREMENTS

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

<u>Year Ending</u> <u>(September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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			
2053			
Total			

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

OVERLAPPING TAXES AND DEBT

Overlapping Taxes

The land within Improvement Area C-3 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 levied by the City. In addition to the City, Dallas County, the Mesquite Independent School District, Dallas County Community College District, and the Dallas County Hospital District may each levy ad valorem taxes upon land in Improvement Area C-3 of the District for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Improvement Area C-3 of the District. The District is located within corporate limits of the City, and primarily within the Mesquite Independent School District, and within Dallas County, Texas.

OVERLAPPING TAX RATES

<u>Taxing Entity</u>	<u>Tax Year 2023 Ad Valorem Tax Rate⁽¹⁾</u>
City of Mesquite	\$0.690000
Dallas County, Texas (Including School Equalization)	0.215718
Mesquite Independent School District	1.099200
Dallas County Community College District	0.110028
Dallas County Hospital District	<u>0.219500</u>
Total Existing Tax Rate	<u>\$2.334446</u>
Estimated Average Annual Installment in Improvement Area C-3 of the District as tax rate equivalent per Parcel ⁽²⁾	<u>\$0.615117</u>
Less Maximum TIRZ Annual Credit Amount per lot as tax rate equivalent ⁽²⁾	<u>(\$0.073675)</u>
“Targeted Net Average Annual Installment” as tax rate equivalent⁽²⁾	<u>\$0.541442</u>
Net Estimated Total Tax Rate and Average Annual Installment in Improvement Area C-3 of the District as tax rate equivalent per Parcel⁽²⁾	<u>\$2.875888</u>

⁽¹⁾ As reported by the taxing entities. Per \$100 in taxable assessed value.

⁽²⁾ Source: The Administrator. Derived from information presented in the Service and Assessment Plan. See “APPENDIX B — Service and Assessment Plan.” Includes Assessments initially levied for payment of the Bonds. See “SECURITY FOR THE BONDS — TIRZ Revenues May Reduce Assessments.” Preliminary, subject to change.

As noted above, Improvement Area C-3 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 with respect to the property within Improvement Area C-3 of the District and City debt secured by the Assessments:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

OVERLAPPING DEBT

<u>Taxing or Assessing Entity</u>	Gross Outstanding Debt as of 8/1/2024	Estimated Percentage Applicable ⁽¹⁾	Direct and Estimated Overlapping Debt ⁽²⁾
The City (Assessments - The Bonds) ⁽²⁾	\$ 5,435,000	100.000%	\$5,435,000
The City (Ad Valorem Taxes)	286,650,000	0.078%	224,846
Dallas County, Texas	198,645,000	0.003%	5,650
Mesquite Independent School District	655,349,280	0.079%	518,555
Dallas County Community College	318,675,000	0.003%	9,037
Dallas County Hospital District	<u>527,660,000</u>	0.003%	<u>14,644</u>
TOTAL	<u>\$1,992,414,280</u>		<u>\$6,207,732</u>

⁽¹⁾ Based on the Appraisal and on the Tax Year 2024 Net Taxable Assessed Valuations for the taxing entities.

⁽²⁾ Preliminary, subject to change.

Sources: Dallas Central Appraisal District and Municipal Advisory Council of Texas

Homeowner’s Association

In addition to the Assessments described above, Lennar anticipates that each lot owner in Improvement Area C-3 of the District will pay a maintenance and operation fee and/or a property owner’s association fee of \$1,250 per year to a homeowner’s association (the “HOA”) formed by the Master Developer. The HOA will maintain the privately owned open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, parks, trails, lawns, and any other common improvements.

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given to such terms 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 Improvement Area C-3 Projects through Assessments, it must adopt a resolution generally describing the Improvement Area C-3 Projects and the land within Improvement Area C-3 of the District to be subject to Assessments to pay the cost therefor. The City has caused an assessment roll to be prepared (the “Assessment Roll”), which Assessment Roll showed the land within Improvement Area C-3 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. The Assessment Roll was filed with the City Secretary and made available for public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area C-3 Projects and funding a portion of the same with Assessments. The City levied the Assessments and adopted the Assessment Ordinance on July 17, 2023. After such adoption, the Assessments became legal, valid and binding liens upon the property against which the Assessments are made.

Under the PID Act, the costs of the Improvement Area C-3 Projects may be assessed by the City against the Assessed Property in Improvement Area C-3 of the District so long as the special benefit conferred upon the assessed property in Improvement Area C-3 (the “Assessed Property”) by the Improvement Area C-3 Projects equals or exceeds the Assessments. The costs of the Improvement Area C-3 Projects 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 the District, including land in Improvement Area C-3, is set forth in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX B — Form of Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each lot of Assessed Property as a result of the Improvement Area C-3 Projects, provides the basis and justification for the determination that such special benefit exceeds the Assessments levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area C-3 Projects to lots in a manner that results in equal shares of costs being apportioned to lots similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Improvement Area C-3 Projects are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues, including the Assessment Revenues. As set forth in the Service and Assessment Plan, the City Council has determined that the Actual Costs (as defined in the Service and Assessment Plan) associated with the Improvement Area C-3 Projects will be allocated to the Assessed Property against which the Assessments are levied based on the ratio of estimated total buildout value of the Assessed Property as set forth in the Service and Assessment Plan. The costs of the Improvement Area C-3 Projects are allocated to each lot based on the estimated buildout value of the Parcel.

Pursuant to the TIRZ Project and Finance Plan and the TIRZ Reimbursement Agreement, the City has agreed to use TIRZ Revenues derived from the City's ad valorem taxes (60% of the City's real property ad valorem taxes) generated from Assessed Property within the TIRZ to offset a portion of the Annual Installment attributable to the costs of the Authorized Improvements (the "TIRZ Annual Credit Amount"). In the Service and Assessment Plan, the City has established a maximum annual credit for each lot type (the "Maximum TIRZ Annual Credit Amount") as described under "ASSESSMENT PROCEDURES – Assessment Amounts – *TIRZ Annual Credit Amount*". The TIRZ Annual Credit Amount is applied on a per parcel basis and under the terms of the Service and Assessment Plan. The Annual Installment for each Assessed Property shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Assessed Property. See "SECURITY FOR THE BONDS – TIRZ Revenues May Reduce Assessments".

For further explanation of the Assessment methodology, see "APPENDIX B — Form of Service and Assessment Plan."

The City has determined that the foregoing method of allocation will result in the imposition of equal shares of the Assessments on lots similarly situated within Improvement Area C-3 of 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 all current and future owners and developers within the District. See "APPENDIX B — Form of Service and Assessment Plan."

The following table provides additional analysis with respect to special assessment methodology, including the value to assessment burden ratio per unit (lot), equivalent tax rate per unit, and leverage per unit. The information in the tables was obtained from and calculated using information provided in the Service and Assessment Plan and the Appraisal. See "APPENDIX B — Service and Assessment Plan" and "APPENDIX E — Appraisal."

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**LIEN TO VALUE ANALYSIS, ASSESSMENT ALLOCATION, AND ASSESSMENT RATIO PER UNIT IN
IMPROVEMENT AREA C-3 OF THE DISTRICT***

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit ⁽¹⁾	Projected Average Home Value per unit ⁽¹⁾	Maximum Assessment per unit ⁽²⁾ , (3)	Average Annual Installment per unit ⁽²⁾ , (3)	Tax Rate Equivalent of Average Annual Installment (per \$100 Lot Value) (2)	Tax Rate Equivalent of Average Annual Installment (per \$100 Home Value) ⁽²⁾	Ratio of Assessment to Lot Value	Ratio of Assessment to Average Home Value
14	58	\$72,000	\$450,000	\$35,538	\$2,768	\$3.8445	\$0.6151	2.03	12.66
15	89	\$85,000	\$480,000	\$37,908	\$2,953	\$3.4736	\$0.6151	2.24	12.66

Source: Derived and calculated from information in Service and Assessment Plan.

⁽¹⁾ Lennar estimate.

⁽²⁾ Does not reflect application of any potential TIRZ Annual Credit Amount. See “SECURITY FOR THE BONDS — TIRZ Revenues May Reduce Assessments.”

⁽³⁾ Information presented in the Service and Assessment Plan.

* Preliminary, subject to change.

The estimated aggregate retail value of the assessable property in Improvement Area C-3 of the District, assuming construction of the Improvement Area C-3 Projects, subject to the limiting conditions therein, is approximately \$11,741,000. See “THE DEVELOPMENT — Improvement Zone C, the Lennar Zone C Contract and the Lennar Zone C Phase One Option Agreement” for further information regarding the expected completion of the development within Improvement Area C-3 of the District, and “APPRAISAL.”

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 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” herein.

In the Indenture, the City will covenant to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City 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 among all Parcels in proportion to the amount of the Annual Installments for the Parcels as described in the Service and Assessment Plan.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds are Outstanding, that 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 to the extent reasonably practical, 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. The Annual Installments 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 April 1 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, to the extent reasonably practical, the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the City’s Continuing Disclosure Agreement set forth in APPENDIX D-1 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.

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 when billed 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 accrues 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 are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The maximum amounts of the Assessments will be established by the methodology described in the Service and Assessment Plan. The Assessment Roll sets forth for each year the Annual Installment for each Assessed Property consisting of (i) the annual payment allocable to the Bonds, including the Additional Interest, for the Improvement Area C-3 Projects for each Assessed Property and (ii) the annual payment allocable to Annual Collection Costs. The Annual Installments for the Assessments may not exceed the amounts shown on the Assessment Roll. The Assessments have been levied against the lots comprising the Assessed Property as indicated on the Assessment Roll. See “APPENDIX B — Form of Service and Assessment Plan.”

The Annual Installments shown on the Assessment Roll will be reduced to equal the actual costs of repaying the Bonds (which amount will include Additional Interest of the interest costs) and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shall be further reduced by any offset or credit of applicable TIRZ Annual Credit Amount.

TIRZ Annual Credit Amount. The City, in accordance with the TIRZ Reimbursement Agreement, has agreed to use a portion of TIRZ Revenue generated from each Assessed Property to offset a portion of such property’s Assessment as applicable. The Improvement Area C-3 principal and interest for an Assessed Property shall receive a TIRZ Annual Credit Amount equal to the TIRZ Revenue generated by the Assessed Property for the previous tax year

(i.e. TIRZ Revenue collected from the Assessed Property for Tax Year 2024 shall be applied as the TIRZ Annual Credit Amount applicable to the Assessed Property’s Improvement Area C-3 principal and interest levied and to be collected in Tax Year 2025), but in no event shall the TIRZ Annual Credit Amount exceed the Maximum TIRZ Annual Credit Amount. The TIRZ Annual Credit Amount is applied on a per Parcel basis and under the terms of the Service and Assessment Plan. Such TIRZ Annual Credit Amount will be derived only from the City ad valorem property taxes but in no event shall the TIRZ Annual Credit Amount exceed the Maximum TIRZ Annual Credit Amount as set forth in the Service and Assessment Plan.

The “Maximum TIRZ Annual Credit Amount” applicable to each Assessed Property was calculated so that the average Improvement Area C-3 principal and interest minus the Maximum TIRZ Annual Credit Amount for each lot does not produce an equivalent tax rate for such lot which exceeds a total of \$3.12 for the total ad valorem tax rate taking into consideration (i) the tax rates of all applicable overlapping taxing units and (ii) the equivalent tax rate of the Annual Installments of the Assessments based on assumed buildout values at the time of the Assessment Ordinance approval (the “Targeted Net Average Annual Installment”). See “APPENDIX C – Form of the Service and Assessment Plan.” TIRZ Revenues are not pledged as security for the Bonds under the Indenture. The Maximum TIRZ Annual Credit Amounts are shown in the following table:

Maximum TIRZ Annual Credit Amount Per Lot Type in the District

Lot Type	Maximum TIRZ Annual Credit Amount per Lot
14	\$331.54
15	\$353.64

⁽¹⁾ The Maximum TIRZ Annual Credit Amount for each Lot Type was established based on the Targeted Net Average Annual Installment. See “OVERLAPPING DEBT AND TAXES” and “APPENDIX B — Service and Assessment Plan.”

Lots in Improvement Area C-3 of the District are expected to receive the Maximum TIRZ Annual Credit Amount per lot as soon as TIRZ Revenues are sufficient therefor, which is expected to be the second year that a home on such lot is assessed.

The TIRZ Revenues are generated only from ad valorem taxes levied and collected by the City on the captured appraised value in the TIRZ in any year. Consequently, TIRZ Revenues are generated only if the appraised value of real property in any year is greater than the base value. Any delay or failure of the Master Developer to develop Improvement Area C-3 of the District may result in a reduced amount of the TIRZ Revenue being available to credit the Assessments. **The TIRZ Annual Credit Amount is not expected to be sufficient to provide for the Targeted Net Average Annual Installment until the second year that a home on such lot is assessed. See “OVERLAPPING TAXES AND DEBT.” Such TIRZ Revenues, if available, are not pledged as security for the Bonds under the Indenture.**

If, after the application of the TIRZ Annual Credit Amount, there is an excess of TIRZ Revenues available from the TIRZ Fund, such excess TIRZ Revenues shall be held in a segregated account by the City and shall be used to reimburse the Master Developer for public improvements up to the Reimbursement Cap, as further described in the Development Agreement. See “THE DEVELOPMENT AGREEMENT.”

Method of Apportionment of Assessments. For purpose of the Service and Assessment Plan, the City Council has determined that the estimated costs of the Improvement Area C-3 Projects shall be allocated to the Improvement Area C-3 Assessed Property by spreading the entire Assessment across the Assessed Property to be developed based on the estimated buildout value as set forth in the Service and Assessment Plan. See “APPENDIX B — Form of Service and Assessment Plan.” See “ASSESSMENT PROCEDURES — Assessment Methodology.”

Mandatory Prepayment of Assessments. If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes Assessed Property or portion thereof to become Non-Benefited Property, the owner of such Assessed Property or portion thereof shall pay to the City the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs (as defined

in the Service and Assessment Plan), for such Assessed Property or portion thereof prior to any such transfer or act (a “Mandatory Prepayment”). The amount of a Mandatory Prepayment of an Assessment shall be calculated in accordance with the terms of the Service and Assessment Plan.

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the estimated buildout value of the newly divided Assessed Property

D = the sum of the estimated buildout value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the estimated buildout value of that Assessed Property, as provided by Lennar, relying on information from homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

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

Upon Subdivision by a Recorded Subdivision Plat. Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on estimated buildout value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the estimated buildout value of all newly subdivided lots with same lot type

D = the sum of the estimated buildout value for all of the newly subdivided lots excluding Non-Benefitted Property

E = the number of newly subdivided lots with same lot type

Prior to the recording of a subdivision plat, Lennar shall provide the City an estimated buildout value as of the date of the recorded subdivision plat for each lot created by the recorded subdivision plat. The calculation of the Assessment for a lot shall be performed by the Administrator and confirmed by the City Council based on estimated buildout value information provided by Lennar, homebuilders, third party consultants, and/or the official public records of the County regarding the lot.

The sum of the Assessments for all newly subdivided lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under

Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

Upon Consolidation. If two or more Parcels are consolidated, the Administrator shall allocate the Assessments against the Parcels before the consolidation to the consolidated Parcel, which allocation shall be reflected in the next Annual Service Plan Update and approved by the City Council. The Assessment for any resulting parcel may not exceed the Maximum Assessment for the applicable lot type and compliance may require a mandatory Prepayment of Assessments.

True-Up of Assessments if Maximum Assessment Exceeded at Plat. Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per lot for any lot type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per lot for any lot type will exceed the Maximum Assessment for that lot type, then (1) the Assessment applicable to each lot type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts.

Reduction of Assessments. If, as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement, the Actual Costs of completed Authorized Improvements are less than the Assessments, the Assessments shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess Bond proceeds shall be applied to redeem outstanding Bonds or for such other purposes authorized by the Indenture. The Assessments shall not, however, be reduced to an amount less than the amount required to pay all debt service requirements on all outstanding 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.

Prepayment of Assessments

Pursuant to the PID Act and the Indenture, the owner of any property assessed may voluntarily prepay (a "Prepayment") all or part of any Assessment levied against any Assessed Property, 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.

Priority of Lien

The Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute 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 lien is effective from the date of the Assessment Ordinance until the Assessment is 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, 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 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 Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase the property or to pay the delinquent Assessment on the corresponding Assessed Property. In addition, the payment of delinquent ad valorem taxes is superior to the payment of the delinquent Annual Installment.

In the Indenture, the City will covenant 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 in 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 are then distributed to the Redemption Fund in accordance with the Indenture. See “APPENDIX A – Form of Indenture.” See also “APPENDIX D-1 – Form of City Disclosure Agreement” for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

In the Indenture, the City creates the Delinquency and Prepayment Reserve Account under the Reserve Fund 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 funds in the Administrative Fund are insufficient 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,” and “– Administrative Fund,” “APPENDIX A – Form of Indenture” and “APPENDIX B – Form of Service and Assessment Plan.”

ASSESSMENT AND COLLECTION DATA FOR THE DISTRICT

Collection, Delinquency and Prepayment History in Improvement Area A-1 of the District

The following table shows the collection and delinquency history of the Improvement Area A-1 Assessments.

COLLECTION AND DELINQUENCY HISTORY OF IMPROVEMENT AREA A-1 ASSESSMENTS

Collected in Fiscal Year Ending 9/30	Tax Year Billed	Assessment Billed	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Assessments Collected ⁽¹⁾
2024	2023	\$2,315,716.38	\$360,066.04	15.55%	\$0	0%	\$2,315,716.38

⁽¹⁾ Does not include interest and penalties.

Source: Information from P3Works, LLC based upon Dallas County Tax Assessor and Collectors’ records.

THE COLLECTION AND DELINQUENCY HISTORY OF THE IMPROVEMENT AREA A-1 ASSESSMENTS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY; NO ASSURANCE CAN BE GIVEN THAT THE FUTURE COLLECTION OF THE ASSESSMENTS WILL MIRROR THE COLLECTION HISTORY OF THE IMPROVEMENT AREA A-1 ASSESSMENTS IN PAST YEARS. THE IMPROVEMENT AREA A-1 ASSESSMENTS ARE NOT SECURITY FOR THE PAYMENT OF THE BONDS.

Delinquency History in Improvement Area A-1. As of September 1, 2024, annual installment delinquencies in Improvement Area A-1 the District were as follows: (i) delinquent for greater than six months: \$0; (ii) delinquent for greater than one year: \$0; (iii) delinquent for greater than two years: \$0.

Foreclosure History in Improvement Area A-1. As of September 1, 2024 there has never been a foreclosure sale of any of the Assessed Property within Improvement Area A-1 of the District.

Prepayment History in Improvement Area A-1. As of September 1, 2024, there have been no prepayments of Improvement Area A-1 Assessments.

Collection, Delinquency and Prepayment History in Improvement Area C-1 of the District

The following table shows the collection and delinquency history of the Improvement Area C-1 Assessments.

COLLECTION AND DELINQUENCY HISTORY OF IMPROVEMENT AREA C-1 ASSESSMENTS

Collected in Fiscal Year Ending 9/30	Tax Year Billed	Assessment Billed	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Assessments Collected ⁽¹⁾
2024	2023	\$560,739.14	\$0	0%	\$0	\$0	\$560,739.14

(1) Does not include interest and penalties.
 Source: Information from P3Works, LLC based upon Dallas County Tax Assessor and Collectors' records

Delinquency History in Improvement Area C-1. As of September 1, 2024, annual installment delinquencies in Improvement Area C-1 the District were as follows: (i) delinquent for greater than six months: \$0; (ii) delinquent for greater than one year: \$0; (iii) delinquent for greater than two years: \$0.

Foreclosure History in Improvement Area C-1. As of September 1, 2024 there has never been a foreclosure sale of any of the Assessed Property within Improvement Area C-1 of the District.

Prepayment History in Improvement Area C-1. As of September 1, 2024, there have been no prepayments of Improvement Area C-1 Assessments.

THE COLLECTION AND DELINQUENCY HISTORY OF THE IMPROVEMENT AREA C-1 ASSESSMENTS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY; NO ASSURANCE CAN BE GIVEN THAT THE FUTURE COLLECTION OF THE ASSESSMENTS WILL MIRROR THE COLLECTION HISTORY OF THE IMPROVEMENT AREA C-1 ASSESSMENTS IN PAST YEARS. THE IMPROVEMENT AREA C-1 ASSESSMENTS ARE NOT SECURITY FOR THE PAYMENT OF THE BONDS.

Collection, Delinquency and Prepayment History in Improvement Area C-2 of the District

The following table shows the collection and delinquency history of the Improvement Area C-2 Assessments.

COLLECTION AND DELINQUENCY HISTORY OF IMPROVEMENT AREA C-2 ASSESSMENTS

Collected in Fiscal Year Ending 9/30	Tax Year Billed	Assessment Billed	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Assessments Collected ⁽¹⁾
2024	2023	\$57,625.00	\$0	0%	\$0	0%	\$57,625.00

(1) Does not include interest and penalties.
 Source: Information from P3Works, LLC based upon Dallas County Tax Assessor and Collectors' records.

Delinquency History in Improvement Area C-2. As of September 1, 2024, annual installment delinquencies in Improvement Area C-2 the District were as follows: (i) delinquent for greater than six months: \$0; (ii) delinquent for greater than one year: \$0; (iii) delinquent for greater than two years: \$0.

Foreclosure History in Improvement Area C-2. As of September 1, 2024 there has never been a foreclosure sale of any of the Assessed Property within Improvement Area C-2 of the District.

Prepayment History in Improvement Area C-2. As of September 1, 2024, there have been no prepayments of Improvement Area C-2 Assessments.

THE COLLECTION AND DELINQUENCY HISTORY OF THE IMPROVEMENT AREA C-2 ASSESSMENTS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY; NO ASSURANCE CAN BE GIVEN THAT THE FUTURE COLLECTION OF THE ASSESSMENTS WILL MIRROR THE COLLECTION HISTORY OF THE IMPROVEMENT AREA C-2 ASSESSMENTS IN PAST YEARS. THE IMPROVEMENT AREA C-2 ASSESSMENTS ARE NOT SECURITY FOR THE PAYMENT OF THE BONDS.

Collection, Delinquency and Prepayment History of the Assessments in Improvement Area C-3 of the District

The following table shows the collection and delinquency history of the Assessments.

COLLECTION AND DELINQUENCY HISTORY OF THE ASSESSMENTS

Collected in Fiscal Year Ending 9/30	Tax Year Billed	Assessment Billed	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Assessments Collected ⁽¹⁾
2024	2023	\$40,000.00	\$0	0%	\$0	0%	\$40,000.00

⁽¹⁾ Does not include interest and penalties.
 Source: Information from P3Works, LLC based upon Dallas County Tax Assessor and Collectors' records.

Delinquency History in Improvement Area C-3. As of September 1, 2024, Annual Installment delinquencies in Improvement Area C-3 the District were as follows: (i) delinquent for greater than six months: \$0; (ii) delinquent for greater than one year: \$0; (iii) delinquent for greater than two years: \$0.

Foreclosure History in Improvement Area C-3. As of September 1, 2024 there has never been a foreclosure sale of any of the Assessed Property within Improvement Area C-3 of the District.

Prepayment History in Improvement Area C-3. As of September 1, 2024, there have been no prepayments of the Assessments.

THE COLLECTION AND DELINQUENCY HISTORY OF THE ASSESSMENTS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY; NO ASSURANCE CAN BE GIVEN THAT THE FUTURE COLLECTION OF THE ASSESSMENTS WILL MIRROR THE PRIOR COLLECTION HISTORY OF THE ASSESSMENTS.

THE CITY

Background

The City is located in the eastern portion Dallas County and the northwest portion of Kaufman County, adjacent to the City of Dallas. Access to the City is provided by Interstate 30, Interstate 635 and Interstate 20. The City covers approximately 47.22 square miles. Some of the services that the City provides are: public safety (police and fire personnel and equipment), health inspection and enforcement, water and sewer facilities, street and drainage facilities and parks and recreational facilities. The 2020 Census population for the City was 150,108, and U.S. Census Bureau estimated the 2024 population at 150,108.

City Government

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City was incorporated in 1887, and first adopted its Home Rule Charter in 1953. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Councilmembers. The Mayor and Councilmembers are elected for two year terms

with elections held in November of odd-numbered years. The City Manager is the chief administrative officer for the City. The current members of the City Council and principal administrators of the City are listed on page ii hereof.

The City provides all the functions normally associated with a municipality including, but not limited to, public safety (i.e., police and fire personnel and equipment), health inspection and enforcement, water and sewer facilities, street and drainage facilities and parks and recreational facilities.

Major Employers

The major employers in the City are set forth in the table below.

<u>Employer</u>	<u>Product or Service</u>	<u>Employees</u>
Mesquite Independent School District	Education	5,487
Town East Mall	Shopping Center	2,750
United Parcel Service Inc.	Postal Carrier	2,300
Baker Triangle	Distribution/Delivery	1,900
City of Mesquite	Public Administration	1,251
Eastfield College	Education	950
Dallas Regional Medical Center	Health Care	900
Wal-Mart Supercenter	Retail	850
Pepsi Beverages Co	Manufacturing	800
Ashley Furniture	Distribution/Manufacturing	785

Source: Municipal Advisory Council of Texas (FY 2022)

Historical Employment in the City

	Average Annual ⁽¹⁾					
	2024 ⁽²⁾	2023	2022	2021	2020	2019
Civilian Labor Force	81,087	79,120	77,102	74,645	72,159	79,120
Total Employed	77,622	76,176	74,165	70,317	66,429	76,176
Total Unemployed	3,465	2,944	2,937	4,328	5,730	2,944
Unemployment Rate	4.3%	3.7%	3.8%	5.8%	7.9%	3.7%

⁽¹⁾ Source: Texas Workforce Commission.

⁽²⁾ As of July 2024.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Surrounding Economic Activity

The major employers of municipalities surrounding the City are set forth in the table below.

City of Dallas Approximately 11 miles from the City		City of Garland Approximately 10 miles from the City		City of Richardson Approximately 14 miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees
UT Southwestern Medical Center	23,817	Kraft Foods	1,222	State Farm Insurance	10,000
Dallas ISD	23,217	Sherwin Williams	636	Richardson ISD	5,961
City of Dallas	16,000	Epiroc Drilling Solutions	525	University of Texas at Dallas	3,455
Southwest Airlines Co	14,618	US Food Service	520	Blue Cross Blue Shield of Texas	3,100
Parkland Health & Hosp System	13,000	Andersen Windows	425	GEICO	2,300
Medical City Dallas	10,974	Arrow Fabricated Tubing	340	Raytheon	2,200
Dallas County Community College	8,230	General Dynamics	329	RealPage	2,100
Texas Instruments Inc.	7,722	Bass Pro Shops	300	Cisco	2,000
Dallas County	6,500	Plastipak Packaging	279	Texas Instruments	1,800
Methodist Dallas Medical Center	6,452	BearCom	250	United Health Care	1,700

City of Rockwall Approximately 13 miles from the City	
Employer	Employees
Rockwall Independent School District	1,944
L-3 Harris Technologies	700
Pegasus Foods	700
Texas Health Presbyterian Hospital	700
Wal-Mart Superstore	450
Channell Commercial	380
Rockwall County	364
City of Rockwall	353
Texas Star Express	275
Karat by Lollicup USA	260

City of Forney Approximately 8 miles from the City	
Employer	Employees
Forney Independent School District	1,458
Amazon	650
Wal-Mart	398
Smurfit Kappa	260
Intex Electrical	250
City of Forney	224
Kroger Marketplace	222
Steve Silver Co.	200
Lowe's	165
Goodyear Tire and Rubber	160

Source: Municipal Advisory Council of Texas

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 the Creation Resolution for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Improvement Area C-3 Projects, authorized by the PID Act and approved by the City Council that confer a special benefit on the District property being developed. 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 page v 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 District is currently located

entirely within the corporate limits of the City. See “THE DEVELOPMENT AGREEMENT” and “THE MASTER DEVELOPER – History and Financing of the District”. 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 Improvement Area C-3 Projects. See “THE IMPROVEMENT AREA C-3 PROJECTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of the Improvement Area C-3 Projects and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds from the Pledged Revenues. See “SECURITY FOR THE BONDS,” “ASSESSMENT PROCEDURES,” “APPENDIX A — Form of Indenture,” and “APPENDIX B — Form of Service and Assessment Plan.”

THE DEVELOPMENT AGREEMENT

The Master Developer, Huffines Communities, and the City entered into the Development Agreement with respect to the property in the District which sets forth certain rights and responsibilities of the City and the Master Developer with respect to the development of the project. Capitalized terms used under this heading “THE DEVELOPMENT AGREEMENT” and not otherwise defined herein shall have the meanings given to them in the Development Agreement.

The Development Agreement includes, inter alia, (i) certain agreements by the City with respect to the issuance of bonds for development in the District (“PID Bonds”), (ii) certain agreements by the Master Developer to fund amounts required for the development of Authorized Improvements in excess of those on deposit in the applicable project fund for bonds issued to fund such Authorized Improvements and to fund any “Developer Contribution” required by the City, (iii) certain agreements by the City in relation to the TIRZ assisting with financing of Public Improvements, (v) standards of construction for and the ownership and maintenance of the Authorized Improvements, (iv) development standards for the District, including an agreed on concept plan, and (vi) agreements with respect to permit, inspection, plan review, plat review and permit, public safety, park, and impact fees.

Issuance of PID Bonds. The Development Agreement further provides that the following conditions, inter alia, must be met prior to the issuance of PID Bonds:

- (i) the aggregate maximum par amount of all PID Bonds shall not exceed \$295,000,000; and
- (ii) the maximum overlapping tax rate when including all taxing entities and after the applicable TIRZ credit is applied shall be no greater than \$3.12 per \$100 of assessed value at the time of the levy of the Assessment on each PID Phase based on the Estimated Build Out Value of each parcel; such rate limit for each PID Phase as determined at the time of the levy of the Assessments applies on an individual assessed parcel basis by Lot Type based on Estimated Build Out Value, as will be set forth in more detail in the Service and Assessment Plan; and
- (iii) the City will only issue a series of PID Bonds if:
 - A. For Up Front Bonds: the total assessment value to lien ratio is at least 2:1 at the time of the levy of assessments and the total assessment value to lien ratio of each series of PID Bonds for each PID Phase is at least 3:1 at the time of the issuance of PID Bonds for each PID Phase; such values shall be confirmed by appraisal from licensed MAI appraiser; or
 - B. For Reimbursement Bonds: the total assessment value to lien ratio is at least 2:1 at the time of issuance of PID Bonds for each PID Phase in the Solterra Development; such values shall be confirmed by appraisal from a licensed MAI appraiser; provided, however, that the value to lien ratio of Improvement Area A-1 and Improvement Area C-1, as set forth

in the applicable Service and Assessment Plan shall have a value to lien ratio of at least 1.5:1 at the time of the levy of Assessments; and

- C. Notwithstanding the foregoing, the City, subject to the discretion of the City Council, may agree to a total assessment value to lien ratio for each PID Phase at the time of the levy of assessments that is less than the ratio stated above and as set forth in the Development Agreement.
- D. Notwithstanding the foregoing, if the City, subject to the discretion of the City Council, issues PID Bonds at a time when a portion, but not all, of the Public Improvements to be financed by such PID Bonds are complete, then the City may approve a total assessment value to lien ratio for such PID Bonds of less than 3:1 based on the amount of completed Public Improvements compared to the amount of Public Improvements to be completed at the time such PID Bonds are issued.

The Development Agreement requires the Master Developer require the HOA, at its cost, to provide the City with a reserve study to calculate costs related to the public art, fountains, and monument signs (“Enhanced Features”) located within City rights-of-way that have been financed with the Bonds or that are owned by the City and maintained by the HOA (“Reserve Amount”). The funding of the Reserve Amount must begin within three years after the City accepts the Enhanced Features.

Amenities. Pursuant to the Development Agreement, the following amenities were required to be started, and were started, prior to the issuance of the Certificate of Occupancy or final inspection for the 100th single family attached or detached residence within the Property and completed within 36 months after the City's final acceptance of the first platted phase of the “Public Improvements” as defined in the Development Agreement:

- (i) An amenity center with the following:
 - A. a minimum 9,000 square foot community building;
 - B. a minimum 1,200 square foot fishing building; and
 - C. a minimum 3,000 square foot indoor fitness facility;
- (ii) A pool complex with one junior Olympic-sized lap pool, one resort pool, one adult pool, and one tot pool with splash toys;
- (iii) A minimum of one playground;
- (iv) A covered community outdoor gathering space;
- (v) A minimum of one shade structure, two picnic tables, and two park benches for each active park (i.e., a park with playground equipment, sports field, or other similar facilities for activity);
- (vi) A minimum of two dog waste stations;
- (vii) Trash cans; and
- (viii) Park signage.

The Master Developer shall, at a minimum, construct the following amenities within open space by the time the Building Official approves the final inspection or the certificate of occupancy for the 200th dwelling unit within the District:

- (i) A minimum of one play structure (such as climbers, hangers, slides or spinners);
- (ii) A minimum of two picnic tables and two park benches for each active park (i.e., a park with playground equipment, sports field, or other similar facilities for activity);
- (iii) A minimum of one dog waste station;
- (iv) Trash cans;

- (v) Park signage;
- (vi) A minimum of one shade structure per park; and
- (vii) A pedestrian bridge improvement and extension to the existing trail as depicted in the Development Agreement.

In addition to the amenities described above, the Master Developer shall also construct the Mesquite Valley Road intersection improvements (estimated to cost \$1,194,429), the Twin Oaks Signalization Improvements (estimated to cost \$171,114). Such improvements shall be Public Improvements, and the cost of such improvements shall be Public Improvement Project Costs.

Termination Events. The Development Agreement provides that the Master Developer’s rights to develop the Project may be terminated by the City if any of the following events occur:

- (i) The Master Developer does not own fee simple title to the Improvement Area A-1 property by December 1, 2023 or title to all property within the District by March 1, 2030;
- (ii) The City determines both (i) not to issue PID bonds to fund the construction of the Public Improvements for such PID Phase, and (ii) not to levy Assessments and enter into a PID Reimbursement Agreement and TIRZ Reimbursement Agreement, no later than the applicable Public Improvement Financing Date;
- (iii) The Master Developer fails to commence construction in Improvement Area A-1 by October 19, 2025;
- (iv) With respect to any Future Improvement Areas, if the Public Improvements do not reach the applicable Phase Completion Date, as may be extended pursuant to the Development Agreement;
- (v) The Master Developer does not satisfy the required Developer Contribution; or
- (vi) The occurrence of a material uncured Event of Default by the Master Developer as outlined in the Development Agreement.

Applicability of Development Agreement. The provisions in the Development Agreement shall apply to the property in the Development, or each portion thereof, only once such portion of the property has been acquired by the Master Developer. Prior to the sale of approximately 237.562 acres to Solterra South, an affiliate of the Master Developer in June 2021, the Master Developer owned approximately 1,097.336 acres of land in the District, including all land in Improvement Area A-1. Huffines Land Holdings, an affiliate of the Master Developer, has an option to purchase the Lucas Property consisting of approximately 300.358 acres within the District as described under the heading “THE MASTER DEVELOPER – History and Financing of the District – Lucas Parties Purchase and Option Contract, and Acquisitions.” See “THE MASTER DEVELOPER – History and Financing of the District.” No assurance can be given that Huffines Land holdings or the Master Developer will purchase the Lucas Property. Notwithstanding the foregoing, the Lucas Parties Contract provides that the Master Developer shall assign the Development Agreement with respect to any portions of the property for which the option to purchase such property has expired. Any assignment of the Development Agreement to a non-Affiliate of the Master Developer requires prior written consent of the City. See “THE MASTER DEVELOPER – History and Financing of the District – Lucas Parties Purchase and Option Contract, and Acquisitions.”

TIRZ Reimbursement Agreement. The City and the Master Developer have entered into a TIRZ Reimbursement Agreement pursuant to which the City shall reimburse the Master Developer for Public Improvement Project Costs in Improvement Area A-1, Improvement Area C-1, Improvement Area C-2, Improvement Area C-3 and in Future Improvement Areas. Revenues from each Improvement Area will go (i) first to pay the City administrative costs relating to the TIRZ, including any reasonable third-party administrative costs; (ii) second, for calendar years 2023-2032, to pay any outstanding invoices for wildlife mitigation services if the Master Developer or the HOA has not fully paid the amounts within thirty (30) days; provided, however, the aggregate payments for wildlife mitigation services within the Solterra Development, whether paid by the Master Developer, the HOA or

from the TIRZ Fund shall not exceed \$100,000 per year; (iii) third to subsidize Assessments levied in each Improvement Area, including Future Improvement Areas, in order to lower Annual Installments of the Assessments in each Improvement Area to a level that produces an overall tax equivalent tax rate of \$3.12 per \$100 of assessed value (determined at the time of the levy) for each parcel within each Improvement Area, as set forth in the Service and Assessment Plan. After the uses described above, for the remaining TIRZ Revenues: (i) a portion shall be used to reimburse the Master Developer for additional Public Improvement Project Costs in each Improvement Area, including Future Improvement Areas, that have not otherwise been paid or reimbursed, and (ii) a portion shall be used by the City for any lawful purposes.

TIRZ Revenues are not pledged to the Bonds and the City does not represent that TIRZ Revenues will be available to subsidize the Assessments in any year. See “SECURITY FOR THE BONDS – TIRZ Revenues May Reduce Assessments.”

THE IMPROVEMENT AREA C-3 PROJECTS

General

The Improvement Area C-3 Projects consist of (a) Improvement Area C-3’s proportionate share of the costs of the Major Improvements, (b) Improvement Area C-3’s proportionate share of the costs of the Improvement Zone C Improvements, and (c) the costs of the Improvement Area C-3 Improvements. Lennar is responsible for the completion of the construction, acquisition or purchase of the Improvement Area C-3 Improvements and the Improvement Zone C Improvements, and Lennar or its designee will act as construction manager. The Master Developer is responsible for the completion of the construction, acquisition or purchase of the Major Improvements, a portion of which benefit Improvement Area C-3, and the Master Developer or its designee will act as construction manager. The City will pay a portion of the project costs for the Improvement Area C-3 Projects from proceeds of the Bonds. The Master Developer (on behalf of Lennar with respect to the Improvement Area C-3 Improvements and the Improvement Zone C Improvements) will submit payment requests on a monthly basis for costs actually incurred in developing and constructing the Improvement Area C-3 Projects and be reimbursed in accordance with the Indenture, the Development Agreement, the PID Reimbursement Agreement and the TIRZ Reimbursement Agreement. See “THE DEVELOPMENT – Improvement Zone C, the Lennar Zone C Contract and the Lennar Zone C Phase One Option Agreement.”

Improvement Area C-3 Improvements. The Improvement Area C-3 Improvements, a portion of which are being financed with proceeds of the Bonds, include road, water, sanitary sewer, storm drainage and landscaping, parks and open space improvements, including soft costs, benefitting only Improvement Area C-3 of the District.

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including alleys, mews, and turn lanes), testing, handicapped ramps, sidewalks/trails, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area C-3.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Area C-3.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Area C-3.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Area C-3.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park and open space for the benefit of the Lots within Improvement Area C-3.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area C-3 Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

Improvement Zone C Improvements. The Improvement Area C-3 Projects will also include Improvement Area C-3's allocable share of certain Improvement Zone C Improvements, as described below:

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, sidewalk/trails, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Zone C.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, aerial creek crossing, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Zone C.

- *Storm Sewer*

Improvements including floodplain reclamation, earthen channels, swales, curb and drop inlets, RCP piping and concrete box culvers, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Zone C.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Zone C.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Zone C Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

Major Improvements. The Improvement Area C-3 Projects will also include Improvement Area C-3's allocable share of certain Major Improvements, as described below:

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including left/right turn lanes and roundabouts), testing, handicapped ramps, sidewalks/trails, traffic signalization, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements

will provide benefit to each Lot within the District.

- *Storm Sewer*

Improvements including earthen channels, lakes, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, lake edge walls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for all Lots within the District.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, ponds, park and open space for the benefit of all Lots within the District.

- *Soft Costs*

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

The cost of the Improvement Area C-3 Projects and costs of issuance relating to the Bonds is expected to be approximately \$8,526,105*. Proceeds of the Bonds in the amount of \$5,435,000* are expected to pay for a portion of the Improvement Area C-3 Project Costs. The balance of such costs has been or is expected to be paid by Lennar with cash. Lennar also expects to construct certain amenities as described under “THE DEVELOPMENT – Amenities – Improvement Zone C Amenities.”

The following table reflects the total expected costs of the Improvement Area C-1 Improvements, Improvement Area C-2 Improvements, Improvement Area C-3 Improvements, and the Improvement Zone C Improvements, along with the allocation of the Improvement Zone C Improvements and Major Improvements to the Improvement Zone C Remainder Property, and bond issuance costs:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

* Preliminary; subject to change.

	Total Cost	Private Cost	Authorized Improvements	Improvement Zone C									
				Improvement Area C-1		Improvement Area C-2		Improvement Area C-3		Improvement Zone C Remainder Area			
				%	Cost	%	Cost	%	Cost	%	Cost		
Improvement Zone C Improvements ^{[a],[b]}													
Roads	\$ 2,359,306	\$ -	\$ 2,359,306	19.43%	\$ 458,426	12.40%	\$ 292,440	20.39%	\$ 481,074	47.78%	\$ 1,127,365		
Sanitary Sewer	597,954	-	597,954	19.43%	116,186	12.40%	74,118	20.39%	121,926	47.78%	285,725		
Storm Sewer	1,800,939	-	1,800,939	19.43%	349,932	12.40%	223,230	20.39%	367,221	47.78%	860,557		
Water	579,756	-	579,756	19.43%	112,650	12.40%	71,862	20.39%	118,215	47.78%	277,029		
Soft Costs	1,512,100	-	1,512,100	19.43%	293,809	12.40%	187,428	20.39%	308,325	47.78%	722,538		
	<u>\$ 6,850,055</u>	<u>\$ -</u>	<u>\$ 6,850,055</u>		<u>\$ 1,331,002</u>		<u>\$ 849,077</u>		<u>\$ 1,396,761</u>		<u>\$ 3,273,214</u>		
Improvement Area C-1 Improvements ^[a]													
Roads	\$ 1,741,836	\$ -	\$ 1,741,836	100.00%	\$ 1,741,836	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -		
Sanitary Sewer	1,069,668	-	1,069,668	100.00%	1,069,668	0.00%	-	0.00%	-	0.00%	-		
Storm Sewer	886,380	-	886,380	100.00%	886,380	0.00%	-	0.00%	-	0.00%	-		
Water	856,896	-	856,896	100.00%	856,896	0.00%	-	0.00%	-	0.00%	-		
Landscaping	1,021,462	-	1,021,462	100.00%	1,021,462	0.00%	-	0.00%	-	0.00%	-		
Soft Costs	959,800	-	959,800	100.00%	959,800	0.00%	-	0.00%	-	0.00%	-		
	<u>\$ 6,536,042</u>	<u>\$ -</u>	<u>\$ 6,536,042</u>		<u>\$ 6,536,042</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		
Improvement Area C-2 Improvements ^[a]													
Roads	\$ 1,362,447	\$ -	\$ 1,362,447	0.00%	\$ -	100.00%	\$ 1,362,447	0.00%	\$ -	0.00%	\$ -		
Sanitary Sewer	725,355	-	725,355	0.00%	-	100.00%	725,355	0.00%	-	0.00%	-		
Storm Sewer	765,776	-	765,776	0.00%	-	100.00%	765,776	0.00%	-	0.00%	-		
Water	571,245	-	571,245	0.00%	-	100.00%	571,245	0.00%	-	0.00%	-		
Landscaping	145,266	-	145,266	0.00%	-	100.00%	145,266	0.00%	-	0.00%	-		
Retaining Walls	36,063	36,063	-	0.00%	-	100.00%	-	0.00%	-	0.00%	-		
Soft Costs	915,098	-	915,098	0.00%	-	100.00%	915,098	0.00%	-	0.00%	-		
	<u>\$ 4,521,250</u>	<u>\$ 36,063</u>	<u>\$ 4,485,187</u>		<u>\$ -</u>		<u>\$ 4,485,187</u>		<u>\$ -</u>		<u>\$ -</u>		
Improvement Area C-3 Improvements ^[a]													
Roads	\$ 1,975,103	\$ -	\$ 1,975,103	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,975,103	0.00%	\$ -		
Sanitary Sewer	1,051,528	-	1,051,528	0.00%	-	0.00%	-	100.00%	1,051,528	0.00%	-		
Storm Sewer	1,110,133	-	1,110,133	0.00%	-	0.00%	-	100.00%	1,110,133	0.00%	-		
Water	828,118	-	828,118	0.00%	-	0.00%	-	100.00%	828,118	0.00%	-		
Landscaping	160,927	-	160,927	0.00%	-	0.00%	-	100.00%	160,927	0.00%	-		
Retaining Walls	52,276	52,276	-	0.00%	-	0.00%	-	100.00%	-	0.00%	-		
Soft Costs	1,308,561	-	1,308,561	0.00%	-	0.00%	-	100.00%	1,308,561	0.00%	-		
	<u>\$ 6,486,646</u>	<u>\$ 52,276</u>	<u>\$ 6,434,370</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 6,434,370</u>		<u>\$ -</u>		
Major Improvements ^{[a],[b],[c]}													
Roads	\$ 1,241,499	\$ -	\$ 1,241,499	3.74%	\$ 241,230	2.39%	\$ 153,886	3.93%	\$ 253,148	9.21%	\$ 593,235		
Storm Sewer	285,690	-	285,690	3.74%	55,511	2.39%	35,412	3.93%	58,254	9.21%	136,514		
Landscaping	1,353,682	-	1,353,682	3.74%	263,028	2.39%	167,791	3.93%	276,023	9.21%	646,840		
Soft Costs	527,449	-	527,449	3.74%	102,486	2.39%	65,378	3.93%	107,550	9.21%	252,035		
	<u>\$ 3,408,320</u>	<u>\$ -</u>	<u>\$ 3,408,320</u>		<u>\$ 662,255</u>		<u>\$ 422,468</u>		<u>\$ 694,974</u>		<u>\$ 1,628,624</u>		
Private Improvements ^[a]	<u>\$ 6,925,448</u>	<u>\$ 6,925,448</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		
Bond Issuance Costs ^[d]													
Debt Service Reserve Fund	\$ 1,151,540	\$ -	\$ 1,151,540		\$ 486,931		\$ 253,633		\$ 410,976		\$ -		
Capitalized Interest	209,478	-	209,478		-		209,478		-		-		
Underwriter Discount	478,800	-	478,800		210,000		105,750		163,050		-		
Original Issue Discount	21,729	-	21,729		-		21,729		-		-		
Cost of Issuance	900,422	-	900,422		357,058		209,165		334,199		-		
	<u>\$ 2,761,969</u>	<u>\$ -</u>	<u>\$ 2,761,969</u>		<u>\$ 1,053,989</u>		<u>\$ 799,754</u>		<u>\$ 908,225</u>		<u>\$ -</u>		
Other Costs													
Initial Deposit to Administrative Fund	\$ 120,000	\$ -	\$ 120,000		\$ 40,000		\$ 40,000		\$ 40,000		\$ -		
	<u>\$ 120,000</u>	<u>\$ -</u>	<u>\$ 120,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ -</u>		
Total	\$ 37,609,730	\$ 7,013,787	\$ 30,595,943		\$ 9,623,288		\$ 6,596,486		\$ 9,474,330		\$ 4,901,838		

Footnotes:

[a] Based on the Engineer's Report dated 5/17/2023 and subject to change, attached hereto as **Appendix A**. Authorized Improvement costs are estimates and will be updated with each Annual Service Plan Update, or the Service and Assessment Plan as amended.

[b] Cost allocated based on Estimated Buildout Value at the time of the 2023 Service and Assessment Plan.

[c] Major Improvements only show Improvement Zone C costs, as further described in **Exhibit B-4**.

[d] Bonds Issuance Costs for Improvement Area C-3 Bonds are estimates only and subject to change upon pricing.

It is noted that footnotes presented in the table above refer to exhibits and appendices which appear in the Service and Assessment Plan. It is further noted that the allocations in the table above relating to Major Improvements are based on the projected lot count of 3,324 lots, which was the expected lot count in the District at the time of levy of the Assessments in 2023 and remains the assumed lot count in the Service and Assessment Plan. See "APPENDIX B — Form of Service and Assessment Plan."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Ownership and Maintenance of Improvement Area C-3 Projects

The Improvement Area C-3 Projects will be dedicated to and accepted by the City and will constitute a portion of the City's infrastructure improvements. The City will provide for the ongoing operation, maintenance and repair of such Improvement Area C-3 Projects constructed and conveyed, except as described below.

Lennar or the HOA shall maintain certain landscaping, medians, major trail segments, creeks, and parks in Improvement Area C-3 pursuant to a maintenance agreement with the City.

THE DEVELOPMENT

The following information, as it relates to the Master Developer, has been provided by the Master Developer and as it relates to Lennar, has been provided by Lennar. 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. See "SOURCES OF INFORMATION – Source of Certain Information."

Overview

The Development is an approximately 1,424 acre master planned project located within the corporate limits of the City, near the intersection of E. Cartwright Road and Faithon P. Sr. Lucas Boulevard. The Development is located approximately 18 miles east of the City of Dallas, 25 miles southeast of Dallas Love Field Airport and 38 miles southeast of Dallas-Fort Worth International Airport. The City is located in the eastern portion of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area. The Development is located within the Mesquite Independent School District.

The Master Developer develops infrastructure and community improvements (amenities, parks, trails, etc.) and sells residential lots to high-quality production homebuilders under lot takedown contracts. See "THE MASTER DEVELOPER." The Development will include a variety of parks, trails, an amenity center and open space areas for its residents and others to enjoy. This combination will provide its residents a community environment in which to live. Lennar is a subsidiary of a publicly-traded production homebuilding company which develops infrastructure and communities and purchases completed lots under lot takedown contracts. See "LENNAR."

Overall Development Plan

The Development is composed of approximately 1,424.398 acres which are being developed in multiple phases as a master-planned residential community commonly known as Solterra, which is expected to consist of 3,331 single-family residential lots in Townhome, Cluster (35'), 40', 50', 60' and 70' sizes at buildout. The District is divided into three Improvement Zones: Improvement Zone A, Improvement Zone B, and Improvement Zone C. Each Improvement Zone is expected to be further subdivided into separate improvement areas. Improvement Zone A consists of 721.818 acres, which includes the 257.640 acres designated as Improvement Area A-1 and the approximately 464.178 acres designated as the Improvement Zone A – Remainder Property. Improvement Zone B consists of approximately 285.50 acres. Improvement Zone C consists of 417.08 acres, which includes the 90.988 acres designated as Improvement Area C-1, the 38.882 acres designated as Improvement Area C-2, the 34.79 acres designated as Improvement Area C-3, and the approximately 252.42 acres designated as the Improvement Zone C – Remainder Property. The boundaries of the District and the Improvement Zones are shown in the "MAP SHOWING BOUNDARIES OF THE DISTRICT AND IMPROVEMENT ZONES" on page v.

The Master Developer expects to complete the Development in Improvement Zones A and B in 7 phases over a fifteen year period, with the expected completion of the infrastructure serving the District by Q1 2036. The current development plan begins with the development of Improvement Area A-1, followed by the development of the Future Improvement Areas, including the Major Improvements and Improvement Zone improvements that benefit each Future Improvement Area. The Master Developer installed certain Major Improvements that benefit the entire District and to develop the land in Improvement Zone A and Improvement Zone B into finished lots for sale to various homebuilders. Lennar is expected to develop finished lots and build homes in Improvement Zone C of the District.

Lennar expects to complete the development in Improvement Zone C over a period of 3 years. The Master Developer and Lennar are expected to develop their respective land in the District in phases.

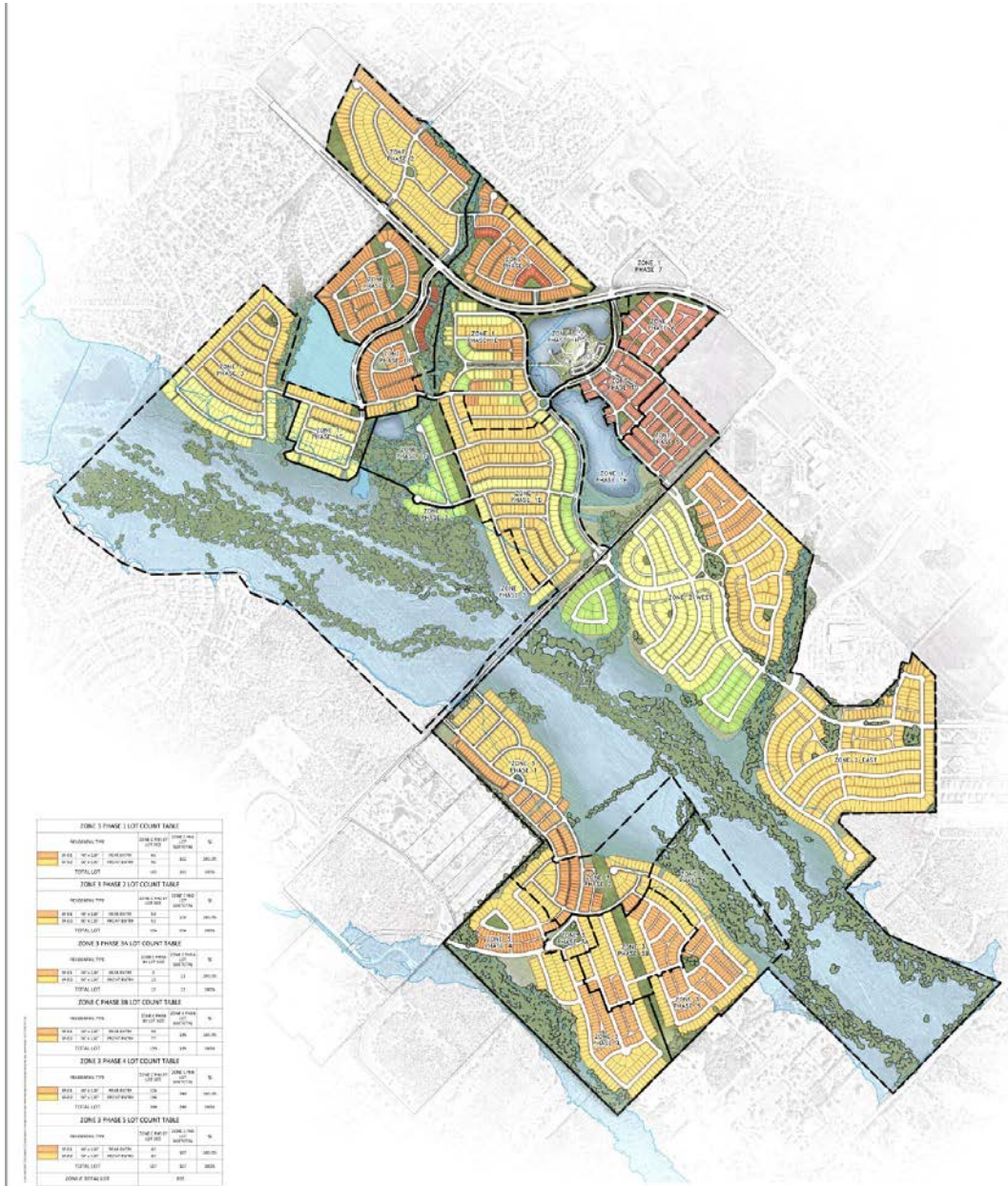
The current ownership of land in the District is as follows:

Improvement Zone	Owner	Acres/Finished Lots
A	HC Solterra	859.774 (less 553 lots delivered to builders or sold to homeowners and less 34.4 acres City ROW)
A-1	Homebuilders in Improvement Area A-1	482 lots
A-1	Individual homeowners	71 homes
B/C	Lucas Parties	300.358
C	KLLB (held pursuant to the Lennar Zone C Phase One Option Agreement)	207 finished lots
	Lennar (Repurchased under the Lennar Zone C Phase One Option Agreement)	206 finished lots
	KLLB	237.562 acres
A/C	City of Mesquite (Public Right of Way)	36.3

Concept Plan

Below is the current concept plan of the Development as approved by the City. The concept plan is conceptual and subject to change consistent with the City’s zoning and subdivision regulations. It is noted that lot count of 3,331 lots shown below differs from the 3,324 lots set forth in the Service and Assessment Plan as the expected lot count in the District, which was the expected lot count at the time of levy of the Assessments in 2023 and remains the assumed lot count in the Service and Assessment Plan. See “APPENDIX B — Form of Service and Assessment Plan.”

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



ZONE 1 PHASE 1 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 1 PHASE 1 LOT COUNT	ZONE 1 PHASE 1 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 1 PHASE 2 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 1 PHASE 2 LOT COUNT	ZONE 1 PHASE 2 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 1 PHASE 3A LOT COUNT TABLE			
REGULATORY TYPE	ZONE 1 PHASE 3A LOT COUNT	ZONE 1 PHASE 3A LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 1 PHASE 3B LOT COUNT TABLE			
REGULATORY TYPE	ZONE 1 PHASE 3B LOT COUNT	ZONE 1 PHASE 3B LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 1 PHASE 4 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 1 PHASE 4 LOT COUNT	ZONE 1 PHASE 4 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 1 PHASE 5 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 1 PHASE 5 LOT COUNT	ZONE 1 PHASE 5 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 1 PHASE 6 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 1 PHASE 6 LOT COUNT	ZONE 1 PHASE 6 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 2 PHASE 1 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 2 PHASE 1 LOT COUNT	ZONE 2 PHASE 1 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 2 PHASE 2 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 2 PHASE 2 LOT COUNT	ZONE 2 PHASE 2 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 2 PHASE 3 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 2 PHASE 3 LOT COUNT	ZONE 2 PHASE 3 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 2 PHASE 4 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 2 PHASE 4 LOT COUNT	ZONE 2 PHASE 4 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 2 PHASE 5 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 2 PHASE 5 LOT COUNT	ZONE 2 PHASE 5 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 2 PHASE 6 LOT COUNT TABLE			
REGULATORY TYPE	ZONE 2 PHASE 6 LOT COUNT	ZONE 2 PHASE 6 LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 2 WEST LOT COUNT TABLE			
REGULATORY TYPE	ZONE 2 WEST LOT COUNT	ZONE 2 WEST LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

ZONE 2 EAST LOT COUNT TABLE			
REGULATORY TYPE	ZONE 2 EAST LOT COUNT	ZONE 2 EAST LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

SOLTERRA LOT COUNT TABLE			
REGULATORY TYPE	LOT COUNT	LOT COUNT	%
RESIDENTIAL	100	100	100%
TOTAL LOT	100	100	100%

SOLTERRA
SITE PLAN

MUNICIPAL OFFICIAL COUNTY OF COCONINO

Improvement Area A-1 – Status of Development

In October 2021, the Master Developer began the initial phase of development within Improvement Zone A by commencing construction of: (1) the Major Improvements; (2) the Improvement Zone A Improvements, and (3) the Improvement Area A-1 Improvements.

The Master Developer completed construction of the Improvement Area A-1 Projects in various subphases, the last of which was completed in November 2023. Final plats for the various subphases were filed in 2022 and 2023. The Improvement Zone A Improvements were completed in March 2024. As of August 1, 2024, \$20,153,810 has been spent on construction of the Major Improvements. The final Major Improvement, landscaping, is expected to be completed in September 2024.

In the future, the Master Developer will develop the remaining land in Improvement Zone A and Improvement Zone B into finished lots for sale to various homebuilders.

Of the 787 lots in Improvement Area A-1, 710 are under contract with the following builders:

- Cadence Homes
- Castle Rock
- Chesmar Homes
- First Texas Homes, Inc.
- Highland Homes
- Impression Homes
- Coventry Homes (MHI Partners)
- Shaddock Homes
- Brightland (Gehan) Homes
- David Weekley Homes
- St. Vincent Homes*

The builders within Improvement Area A-1 of the District are regional homebuilders active throughout Texas. As of August 1, 2024, the Master Developer has transferred 669 lots of the 710 lots under contract within Improvement Area A-1 to homebuilders in Improvement Area A-1. As of August 1, 2024, 239 homes are under construction and 132 homes had been closed to end users in Improvement Area A-1. The average sales price of homes in Improvement Area A-1 is \$418,174.

Improvement Zone C, the Lennar Zone C Contract and the Lennar Zone C Phase One Option Agreement

Lennar is serving as the finished lot developer and the homebuilder in Improvement Zone C and will construct the Lennar Zone C Public Improvements, which include the Improvement Area C-1 Projects, the Improvement Area C-2 Projects and the Improvement Area C-3 Projects.

The Master Developer entered into a Contract of Sale with Lennar for the land in Improvement Zone C (the “Lennar Zone C Contract”) pursuant to which the Master Developer sold an approximately 164.659 acre portion of the property located in Improvement Zone C of the District to Lennar on June 17, 2021 at a price of \$9,200,000. Such purchase was funded by Lennar with cash. The Lennar Zone C Contract was subsequently assigned by the Master Developer to Solterra South. Lennar purchased the approximately 237.562 acres of the remaining land located in Improvement Zone C (the “Zone C Phase Two Property”) pursuant to the Lennar Zone C Contract on March 5, 2024 at a purchase price of \$8,000,000 in addition to the additional consideration provided through reimbursements from the issuance of bonds to fund improvements as described under “THE MASTER DEVELOPER – History and Financing of the District – *Subsequent Transfers (Solterra South and Lennar)*.” Such acquisition by Lennar was funded in cash.

Solterra South retained rights to reimbursements related to the Lennar Zone C Public Improvements provided that Solterra South shall transfer up to \$10,000,000 in reimbursements received from the proceeds of bonds issued for the Lennar Zone C Public Improvements to Lennar as described under “THE MASTER DEVELOPER – History and Financing of the District – *Subsequent Transfers (Solterra South and Lennar)*.”

* St. Vincent Homes is owned by Terence Huffines, the son of Donald Huffines, Co-Chief Executive of the Master Developer.

Under the Lennar Zone C Contract, Lennar is obligated to construct certain amenities for exclusive use by residents in Improvement Zone C. See “THE DEVELOPMENT – Amenities – Improvement Zone C Amenities.”

Lennar Zone C Phase One Option Agreement. Lennar and KLLB entered into an Option Agreement related to the Zone C Phase One Property, effective as of February 9, 2022, as amended by that Omnibus Amended to Option Agreements dated August 1, 2022, as further amended by that Second Amendment to Option Agreement dated June 13, 2023 and as further amended by that Third Amendment to Option Agreement dated October 24, 2023 (the “Lennar Zone C Phase One Option Agreement”). Pursuant to the Lennar Zone C Phase One Option Agreement, KLLB took title to the Zone C Phase One Property and holds such Zone C Phase One Property as a land bank for Lennar for long term financing purposes. KLLB is a single purpose entity formed by Kennedy Lewis Investment Management, LLC, a privately held investment management firm that focuses on middle-market companies that are facing disruption and partnering with high growth companies to provide structured capital solutions. More information on Kennedy Lewis Investment Management, LLC can be found at <https://www.klimllc.com>.

At closing of the Lennar Zone C Phase One Option Agreement, Lennar paid a non-refundable option fee in the amount of \$5,463,938 to KLLB (the “Option Fee”). Pursuant to the Lennar Zone C Phase One Option Agreement, Lennar holds an exclusive option to buy back the Zone C Phase One Property, which property is expected to be taken down as approximately 413 finished lots (each, an “Option Lot” and collectively, the “Option Lots”). The Option Lots are comprised of 177 forty (40’) lots and 236 fifty (50’) lots. During KLLB’s ownership of the Zone C Phase One Property during the option period (which extends to October 2025), KLLB is expected to finance 100% of the development costs (to the extent any development costs remained), taxes, and other customary costs Lennar, as owner, would otherwise have incurred, all of which is factored into the buyback price for the real estate once Lennar elects its option to buy a developed Option Lot back.

Upon completion of the development work related to an Option Lot, Lennar expects to buy back all the Option Lots on a pre-negotiated takedown schedule, currently 13-25 of the 40’ Option Lots every third month beginning in July 2023 and 4-36 of 50’ Option Lots every third month beginning in October 2023. Lennar may also elect to accelerate such lot takedowns or repurchase the Zone C Phase One Property in bulk pursuant to the terms of the Lennar Zone C Phase One Option Agreement. In addition, the Lennar Zone C Phase One Option Agreement provides that, upon the occurrence of certain “Market Conditions” (a seasonally adjusted home sale price decline of greater than 10% in the MSA in which the Option Lots are located or a pandemic or similar event which materially and adversely effects Lennar’s ability to construct and market homes), Lennar and KLLB may designate a 6 month “Pause Period” during which no closings will occur. The Pause Period may be extended during the Option Term subject to the existence of a Market Condition. During such Pause Period, Lennar shall pay a monthly option payment. The price of each Option Lot will pay back the original purchase price of the real estate (on a per lot allocated basis) plus all additional development costs advanced, interest and a preferred return. Upon completion of the last Option Lot takedown, Lennar’s exclusive option terminates. As of August 1, 2024 Lennar has purchased 206 lots under the Lennar Zone C Phase One Option Agreement.

The Lennar Zone C Phase One Option Agreement does not obligate Lennar to repurchase the Zone C Phase One Property, and a failure to exercise the option granted by the Lennar Zone C Phase One Option Agreement does not constitute a default under such agreement. In addition, to the extent that Lennar has not repurchased all or a portion of the Zone C Phase One Property upon the expiration or termination of the Lennar Zone C Phase One Option Agreement, Lennar shall pay to KLLB a pro rata portion of any reimbursement amounts due to Lennar and relating to the District and the applicable portion of the Improvement Area C-1 Improvements.

Lennar and KLLB have entered into a Construction Agreement dated as of February 9, 2022, as amended by that First Amendment to Construction Agreement dated April 18, 2023 (the “Construction Agreement”) pursuant to which KLLB has engaged Lennar as “Contractor” for the development of the Option Lots on the Zone C Phase One Property and related improvements, including the Zone C Exclusive Amenities (as defined herein) (the “Work”). Under the Construction Agreement, Lennar, as Contractor, shall provide and pay for (or cause to be provided and paid for) labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and “Completion” (as defined in the Construction Agreement) of the Work by or on behalf of Lennar, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The Construction Agreement requires Lennar to commence the Work on the Property no later than (a) on the Phase 1 Property (defined as the 162 lots in Improvement Area C-1) no later than the Effective Date, (b) on the Phase 2 Property (defined as certain 104 Option Lots) no later than October 1, 2022 and (c) on the Phase 3 Property (defined as certain 147 Option Lots) no later than June 1, 2023, and proceed with Completion of the Work in accordance with the construction schedule approved by KLLB in its reasonable discretion. Lennar has met such deadlines. Subject to force majeure, Lennar shall achieve Completion of the Work no later than (a) on the Phase 1 Property no later than August 31, 2023, (b) on the Phase 2 Property no later than January 1, 2024 and (c) on the Phase 3 Property no later than September 1, 2024. Lennar has met such deadlines. Lennar Corporation, the parent company of Lennar, provided a corporate guaranty to KLLB to secure its obligation to complete such development work pursuant to the Construction Agreement.

Status of Development in Improvement Zone C. Lennar is expected to develop finished lots and build homes in Improvement Zone C of the District.

Construction of the Improvement Area C-1 Projects (excluding the Major Improvements being constructed by the Master Developer) began in October 2021 and was completed in September 2023. A final plat for Improvement Area C-1 was filed on July 26, 2023. Construction of the Improvement Area C-2 Projects (excluding the Major Improvements being constructed by the Master Developer) began in October 2021 and was completed in February 2024. A final plat for Improvement Area C-2 was filed on January 18, 2024. Construction of the Improvement Area C-3 Projects (excluding the Major Improvements being constructed by the Master Developer) began in November 2022 and was completed in August 2024. A final plat for Improvement Area C-3 was filed on April 29, 2024. As of August 1, 2024, Lennar had expended \$25,488,437 on improvements benefitting Improvement Zone C, including \$6,772,257 on the Improvement Area C-1 Improvements, and \$6,094,009 on the Improvement Area C-2 Improvements, and \$6,814,751 on the Improvement Area C-3 Improvements, with the remainder funding the Improvement Zone C Improvements, all of which was funded with cash. As of August 1, 2024, 84 homes were under construction in Improvement Area C-1, one model home was constructed and 13 homes were under contract in Improvement Area C-1. The average sales price of homes in Improvement Area C-1 is \$380,000. No homes have been closed to end users in Improvement Area C-1. No homes are under construction or under contract in Improvement Area C-2 or Improvement Area C-3. Construction of the portion of Improvement Zone C Improvements attributable to the Improvement Zone C Remainder Property is expected to be completed by March 2026.

The cost of the Improvement Area C-3 Projects is expected to be approximately \$8,526,105*. Proceeds of the Bonds in the amount of \$5,435,000* are expected to pay for a portion of the costs of the Improvement Area C-3 Project Costs. The balance of such costs, to the extent it constitutes Improvement Area C-3 Improvements or Improvement Zone C Improvements, has been or is expected to be paid by Lennar with cash.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

* Preliminary; subject to change.

Expected Build-Out of the District

The following tables provide the Master Developer’s and Lennar’s expected build-out schedule of their respective land in the District and estimated home prices in the District.

EXPECTED BUILD-OUT SCHEDULE

<u>Improvement Zone</u>	<u>Improvement Area</u>	<u>Single-Family Lots</u>	<u>Actual/Expected Infrastructure Start Date</u>	<u>Actual/Expected Infrastructure Completion Date</u>
A	A-1	787	Q4 2021	Q3 2023 (Major Improvements Q3 2024)
A (Zone A Remainder Property)	Phase 2	216	Q3 2024	Q4 2025
	Phase 3	244	Q3 2024	Q3 2025
	Phase 4	153	Q3 2024	Q4 2025
	Phase 5	185	Q1 2027	Q1 2028
	Phase 6/7	175	Q1 2028	Q1 2029
Improvement Zone B	Phase 8	151	Q1 2031	Q1 2032
	Phase 9	300	Q1 2033	Q1 2034
	Phase 10	300	Q1 2035	Q1 2036
C	C-1	162	October 2021	September 2023
	C-2	104	October 2021	February 2024
	C-3	147	November 2022	August 2024
C (Zone C Remainder Property)	Phase 4	240	March 2024	August 2025
	Phase 5	167	March 2024	November 2025

ESTIMATED HOME PRICES

<u>Improvement Area</u>	<u>Lot Size (Width in Ft.)</u>	<u>Quantity</u>	<u>Average Base Lot Price⁽¹⁾</u>	<u>Average Base Home Price⁽²⁾</u>
MASTER DEVELOPER IMPROVEMENT ZONES				
A-1	Townhomes	111	\$51,500	\$309,000
	35’(Paseo/Cluster)	20	\$59,000	\$357,000
	40’	200	\$66,500	\$399,000
	50’	278	\$77,000	\$462,000
	60’	132	\$89,000	\$534,000
	70’	46	\$98,250	\$589,500
Future Improvement Areas (Zone A Remainder Property)	Townhome	360	\$61,746	\$372,438
	35’(Paseo/Cluster)	19	\$70,738	\$430,492
	40’	155	\$79,730	\$480,914
	50’	340	\$92,319	\$556,848
	60’	90	\$106,706	\$643,630
	70’	9	\$117,797	\$710,524
Future Improvement Areas (Improvement Zone B)	40’	83	\$95,559	\$583,907
	50’	425	\$110,648	\$676,103
	60’	178	\$127,891	\$781,470
	70’	65	\$141,184	\$862,690

LENNAR IMPROVEMENT ZONE				
Improvement Area C-1	40'	66	\$58,412.81 ⁽³⁾	\$390,000
	50'	96	\$56,579.75- \$70,524.07 ⁽³⁾	\$415,000
Improvement Area C-2	40'	53	\$58,412.81 ⁽³⁾	\$390,000
	50'	51	\$56,579.75- \$70,524.07 ⁽³⁾	\$415,000
Improvement Area C-3	40'	58	\$62,920 ⁽⁴⁾	\$450,000
	50'	89	\$78,510 - \$80,182 ⁽⁴⁾	\$480,000
Future Improvement Areas (Improvement Zone C)	40'	189	\$62,920 ⁽⁴⁾	\$450,000+ ⁽⁴⁾
	50'	218	\$78,510 - \$80,182 ⁽⁴⁾	\$480,000+ ⁽⁴⁾

⁽¹⁾ Excludes fees payable under the lot purchase and sale agreements.

⁽²⁾ Master Developer estimates for Improvement Zone A and Improvement Zone B, which estimates for Future Improvement Areas are averages assuming 3.5% annual inflation factor for construction costs between the years 2025-2043. Lennar estimates for Improvement Zone C. May differ from assumed home values in the Service and Assessment Plan.

⁽³⁾ Based on the Option Price in the Zone C Phase One Option Agreement. May differ from estimated lot values used in the Service and Assessment Plan.

⁽⁴⁾ Estimate provided by Lennar.

The following table sets forth Lennar's expected absorption of lots in Improvement Zone C and absorption of homes in Improvement Zone C of the District.

EXPECTED ABSORPTION OF LOTS IN IMPROVEMENT ZONE C PROPERTY*

Improvement Area C-1		Improvement Area C-2		Improvement Area C-3	
<u>Expected/Actual Final Purchase Date</u>	<u>Total Lots</u>	<u>Expected Final Purchase Date</u>	<u>Total Lots</u>	<u>Expected Final Purchase Date</u>	<u>Total Lots</u>
2023	33	2024	89	2024	24
2024	122	2025	15	2025	123
2025	7	Total	104	Total	147
Total	162				

Remainder Zone C Property (Phases 4-5)	
<u>Expected Final Purchase Date</u>	<u>Total Lots</u>
2025	0
2026	130
2027	156
2028	102
2029	19
Total	407

*Absorption of Lots interpreted as Lennar's purchase of finished lots from land bank entity and/or completion of future lots that are non-land bank owned.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXPECTED ABSORPTION OF HOMES IN IMPROVEMENT ZONE C*

Improvement Area C-1		Improvement Area C-2		Improvement Area C-3	
<u>Expected Final Sale Date</u>	<u>Total Lots</u>	<u>Expected Final Sale Date</u>	<u>Total Lots</u>	<u>Expected Final Sale Date</u>	<u>Total Lots</u>
2024	79	2025	49	2025	0
2025	83	2026	55	2026	77
Total	162	Total	104	2027	70
				Total	147

Remainder Zone C Property (Phases 4-5)	
<u>Expected Final Sale Date</u>	<u>Total Lots</u>
2026	0
2027	169
2028	130
2029	88
2030	20
Total	407

*Absorption of Homes interpreted as Lennar’s sale/closing of completed home to homebuyers.

Future Improvement Area Bonds

Future Improvement Area Bonds to finance the cost of specific improvements benefitting the Future Improvement Areas are anticipated to be issued in the future. The estimated costs of the specific improvements benefitting the Future Improvement Areas of the District will be determined at the time the Future Improvement Areas are developed, and the Service and Assessment Plan will be updated to identify the improvements to be constructed within the Future Improvement Areas of the District and financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessed property within the Future Improvement Areas of the District. The Master Developer anticipates that Future Improvement Area Bonds will be issued over the next fifteen years.

The Bonds, the Improvement Area A-1 Bonds, the Improvement Area C-1 Bonds, the Improvement Area C-2 Bonds, and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities. The City reserves the right to issue Future Improvement Area Bonds for any purpose permitted by the PID Act, including those described above.

Zoning/Permitting

The property within the District is currently zoned as Planned Development-Residential per Ordinance No. 4818 approved by City Council on October 5, 2020. The zoning allows a variety of single family residential uses and establishes guidelines pertaining to purpose, height, area, setbacks, landscaping, garages and the like.

Amenities

Amenities in the Development will include a pool complex, access to a 25-acre lake, bike and hiking trails, a fitness facility, a dog park, a beer garden and a unique treehouse park designed by HGTV’s Treehouse Masters. The community will also feature a restaurant, an event lawn and space for a farmers market and food truck park.

In accordance with the Development Agreement, the Master Developer is constructing certain amenities during construction of Improvement Area A-1 to serve the District, including, but not limited to (collectively, the “Amenities”):

1. An amenity center with the following:
 - a. a minimum 9,000 square foot community building;
 - b. a minimum 1,200 square foot fishing building; and
 - c. a minimum 3,000 square foot indoor fitness facility;
2. A pool complex with one junior Olympic-sized lap pool, one resort pool, one adult pool and one tot pool with splash toys;
3. A minimum of one playground;
4. A covered community outdoor gathering space;
5. A minimum of one shade structure, two picnic tables, and two park benches for each active park;
6. A minimum of two dog waste stations;
7. Trash cans; and
8. Park signage.

Construction of the amenity center (including related pools), the junior Olympic pool, the community outdoor gathering space and the remaining required items above began in June 2023 and is expected to be completed in 2Q 2025. The Development Agreement provides that construction of such amenities must be started prior to the issuance of the certificate of occupancy for the 100th single family residence in the District and completed within 36 months after the City’s final acceptance of the first platted Phase in the District. See “THE DEVELOPMENT AGREEMENT.” Additionally, the Master Developer has completed construction of a 25-acre lake and the treehouse park. The Master Developer has also completed construction of a portion of the planned trail amenities, the playground, and a fire pit in Improvement Area A-1.

The expected cost of the amenities to be constructed within the Development by the Master Developer is approximately \$13.7 million. As of August 1, 2024, the Master Developer has expended approximately \$9,018,993 on construction of such amenities which was financed with the Trez Loan. The Master Developer anticipates obtaining additional financing to finance additional amenities in the District as future phases are developed.

The following table sets forth, as of August 1, 2024, the total expected budget, costs incurred to date, status of construction and expected or actual construction completion dates for each of the amenity construction projects.

AMENITIES BUDGET AND TIMELINE OVERVIEW

Amenities	Total Expected Construction Budget	Total Costs spent as of August 1, 2024	Status of Construction	Expected or Actual Completion Date
Amenity Center ⁽¹⁾	\$7,800,000	\$5,094,847	In progress	6/1/2025
Pool Complex ⁽²⁾	2,000,000	200,001	In progress	6/1/2025
Playground 1	253,000	253,000	Complete	8/1/2023
Playground 2	200,000	229,080	Complete	6/1/2024
Covered Outdoor Gathering Space	80,000	85,937	Complete	3/31/2024
Active Park 1 ⁽³⁾	1,800,000	1,560,064	Complete	3/31/2024
Active Park 2 ⁽³⁾	1,000,000	861,553	Complete	3/31/2024
Dog Waste Station 1	500	500	Complete	8/1/2023
Dog Waste Station 2	500	500	Complete	8/1/2023
Pedestrian Bridge Improvement	610,000	733,511.12	Complete	3/31/2024

⁽¹⁾ Minimum 9,000 sq. ft. community building; 1,200 sq. ft. fishing building, and 3,000 sq. ft. indoor fitness facility

⁽²⁾ One junior Olympic-sized lap pool; one resort pool; one adult pool; and one toy pool with splash toys

⁽³⁾ Minimum one shade structure, two picnic tables and two park benches.

Photos of completed amenities are shown in APPENDIX G. Renderings of the amenity center, pool complex and tennis courts are shown below:



Improvement Zone C Amenities. Lennar is expected to construct a swimming pool and a pavilion (the “Zone C Exclusive Amenities”) that shall be exclusive to the residents of Lennar’s development in Improvement Zone C. Construction of the Zone C Exclusive Amenities must commence within 12 months of the recording of the plat for Improvement Area C-1 and complete such construction within 12 months following commencement thereof. Construction of the Zone C Exclusive Amenities began in July 2024 and is expected to be completed in June 2025. The expected cost of the Zone C Exclusive Amenities is \$3,175,574, which Lennar expects to finance with cash.

Education

The Mesquite Independent School District (“MISD”) serves the District. MISD encompasses approximately 59.41 square miles. Its western and southern boundaries are coterminous with the Dallas Independent School District, and it is bounded on the north and east by the Garland Independent School District, the Sunnyvale Independent School District and the Kaufman County Line. MISD enrolls over 38,000 students in 52 campuses (38 elementary, 8 middle, 5 senior high and 1 alternative and the Mesquite Academy). Students in the District will attend Achziger Elementary, Gentry Elementary, or Smith Elementary, Don Woolley Middle School or Berry Middle School, and John Horn High School. For the 2021-22 school year (the latest year for which ratings are available), schools the children in the District will attend received the following grades from the Texas Education Agency (“TEA”) and Greatschools.org:

<u>School</u>	<u>TEA Accountability Grade</u>	<u>Greatschools.org Rating</u>	<u>Approximate Distance from the Development</u>
Mesquite ISD	B	N/A	N/A
Achziger Elementary	B	4/10	1.6 miles
Gentry Elementary	B	5/10	1.4 miles
Smith Elementary	C	3/10	1.9 miles
Don Woolley Middle School	C	4/10	0.9 miles
Berry Middle School	B	5/10	0.7 miles
John Horn High School	B	4/10	0.5 miles

Existing Mineral Rights and Other Third Party Property Rights

Third parties hold title to certain rights applicable to real property within and around the District (the “Mineral Owners”), including reservations of mineral rights and royalty interests and easements (collectively, the “Third Party Property Rights”) pursuant to various instruments in the chain of title for various tracts of land within and immediately adjacent to the District. Some of these reservations of mineral rights include a waiver by the Mineral Owners of their right to enter onto the surface of the property to explore, develop, drill, produce or extract minerals within the District. If the waiver is applicable, such Mineral Owners may only develop such mineral interests by means of wells drilled on land outside of the property of the District.

The Master Developer and Lennar are not aware of any ongoing mineral rights development or exploration on or adjacent to the property within their respective property in the District. The Master Developer and Lennar are not aware of any interest in real property (including mineral rights) owned by the Mineral Owners adjacent to their respective property in the District. Certain rules and regulations of the Texas Railroad Commission may also restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues. Additionally, the City has zoning regulations that restrict the distance of drilling operations from rights-of-way and abutting property.

Although the Master Developer and Lennar do not expect the above-described Third Party Property Rights, or the exercise of such rights or any other third party real property rights in or around the District, to have a material adverse effect on the Development, their respective property within the District, or the ability of landowners within the District to pay Assessments, the Master Developer and Lennar make no guarantee as to such expectation. See “BONDHOLDERS’ RISKS — Exercise of Third Party Property Rights.”

Environmental

A Phase One Environmental Site Assessment (a “Phase One ESA”) of the land within the District, was completed on November 1, 2019, and updated on March 10, 2021 by Symonds Ecology, Ltd. Based on the information

presented in the Phase One ESA, the property contained drums labeled as containing oil and plastic containers of hydraulic fluid. There appeared to be some soil staining around the hydraulic fluid containers. Due to the location and extent of staining, groundwater was not suspected of being an issue. The Phase One ESA stated that the stained soils should be removed and disposed of at a designated facility, and the drums and containers should be tested and disposed of at a designated facility. The drums and containers were disposed of by Green Planet, Inc. in March, 2021, and any testing performed by Green Planet, Inc. did not indicate further investigation or procedures were necessary.

According to the website for the United States Fish and Wildlife Service, the whooping crane is an endangered species in Dallas and Kaufman Counties. The Master Developer and Lennar are not aware of any endangered species located on their respective property in the District.

Flood Designation

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Community Panel Number 48113C0530K and 48113C0535K, each dated July 7, 2014, portions of land in the District, on the north, east, and south, are located in Zone X and areas on the central portion of the property are within the floodway and Zone AE – within the 100-year floodplain. Approximately 572 acres in the District were in the effective Zone AE floodplain prior to construction. During construction, the Master Developer completed the necessary improvements to reclaim approximately 72 acres of land in the District, including 11.9 acres in Improvement Area A-1, 19.3 acres in Improvement Area C-1 and 11.1 acres in Improvement Area C-2 from the floodplain and FEMA has provided Letters of Map Revision relating to the same. Based on these approved Letters of Map Revision, no land in Improvement Area A-1, Improvement Area C-1 or Improvement Area C-2 are located within the Zone AE floodplain. The remainder of the areas in the floodplain will be dedicated to the City and used as open space.

Geotechnical Report

Alpha Testing prepared Geotechnical Exploration Reports (the “Geotechnical Reports”) dated October 19, 2019 and September 3, 2020 for certain portions of the property in the District. The Geotechnical Reports indicated that a portion of the lots in the District have potential seasonal movements provided for slab foundations in excess of normally accepted industry standards (4½ inches). For such portions, the Geotechnical Report indicated that certain subgrade improvements consisting of moisture conditioning and water pressure injection is required for slab-on-grade foundation systems constructed on lots. The Master Developer and Lennar indicate that the development of their respective lots will be consistent with the recommendations made in the Geotechnical Reports.

Utilities

Water and sewer service are expected to be provided by the City. The City’s source of treated wholesale water is the North Texas Municipal Water District (“NTMWD”). The current City distribution capacity is 60 million gallons per day (“MGD”). The City will spend approximately \$12 million in 2025 to upgrade the Southeast Pump Station, which serves the pressure plane where the District is located which should provide increased capacity. NTMWD also treats the City’s wastewater at the South Mesquite Regional Wastewater Treatment Plant (RWWTP) located in Mesquite. The current wastewater capacity for the City is 33 MGD. Planned upgrades to RWWTP will expand the City’s capacity to 41 MGD by 2027. According to NTMWD, the final design for the 41 MGD expansion was approved at the NTMWD board meeting in May 2022. A notice to proceed was issued upon approval, and design is anticipated to take one year (complete in 2024). Completion of construction is expected by 2027.

The Master Developer expects additional utilities will be provided by: (1) Phone/Data – Spectrum; (2) Electric – Oncor; (3) Cable – Spectrum; and (4) Natural Gas – Atmos.

THE MASTER DEVELOPER

The following information, as it relates to the Master Developer, has been provided by the Master Developer and as it relates to Lennar, has been provided by Lennar. 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. See “SOURCES OF INFORMATION – Source of Certain Information.”

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 revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, 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 Master Developer

The Master Developer, HC Solterra, LLC, is an affiliate of Huffines Communities (“Huffines”) and was created by Huffines for the purpose of managing and ultimately conveying property in the District to third parties, as described under the caption “THE DEVELOPMENT.”

The Master Developer is controlled by entities affiliated with Donald Huffines and Phillip Huffines. Donald and Phillip Huffines control Huffines.

Huffines was founded in 1985 and has owned, or has developed or entitled for development, over 15,000 residential lots. Among its “Signature” communities are the following:

<u>Community</u>	<u>Project Type</u>	<u>Estimated Total Units Upon Full Buildout</u>	<u>Location</u>	<u>Status / Year Completed</u>
Waterview	Master Planned Residential	1,800 single family	Rowlett, TX	Completed 2006
Providence	Master Planned Residential	2,261 single family	Providence, TX	Completed 2017
Savannah	Master Planned Residential	2,447 single family	Savannah	In Progress (approx. 2,000 occupied homes)
Inspiration	Master Planned Residential	1,400 single family	Wylie, TX	In Progress (approx. 250 occupied homes)
Hebron 121 Station	Transit Oriented Design	1,755 multi-family	Lewisville, TX	In Progress (approx. 920 occupied units)
Harmony	Urban Design	644 multi-family	Rowlett, TX	In Progress (approx. 320 occupied units)

Huffines has significant experience as the developer of master planned communities located within special districts in Texas similar to the District. Entities affiliated with Huffines have made advances to such districts to finance the construction of public improvements and to pay for district operating needs, creating an obligation on the part of the districts to reimburse the developer for those advances through future bond issuances. According to the Master Developer, Huffines has made a strategic decision to work with each of those districts to establish and maintain a level and competitive combined district tax rate. Huffines’ more significant district experience includes the following:

- Providence Village Water Control and Improvement District of Denton County (formerly Denton County Fresh Water Supply District No. 9).
- Collin County Water Control and Improvement District No. 3.

- Denton County Fresh Water Supply District No. 10.
- Viridian Municipal Management District. (Sold property 2015)
- Verandah Municipal Utility District of Hunt County (formerly Verandah Fresh Water Supply District of Hunt County). (Sold property 2005)

These districts have issued over \$150,000,000 in tax exempt road and utility bonds during Huffines' involvement with them.

The Master Developer is a nominally capitalized limited liability, the primary asset of which is unsold property within the District. The Master Developer will have no source of funds with which to pay Assessments or taxes levied by the City or any other taxing entity other than funds resulting from the sale of property within the District or funds advanced to the Master Developer by an affiliated party. The Master Developer's ability to make full and timely payments of Assessments or taxes will directly affect the City's ability to meet its obligation to make payments on the Bonds.

Master Developer Executive Biographies

Phillip Huffines, Co-Chief Executive, graduated summa cum laude from the University of Texas at Austin in 1981 with a BBA in Petroleum Land Management. He soon entered real estate where he and his brother, Donald Huffines, began investing in large land tracts and brokering and developing shopping centers and residential properties in the Dallas/Fort Worth area forming Huffines Communities in 1985. In the 1990's they started focusing on master planned communities and began the first of their "Signature" communities. Phillip and Donald Huffines control the Huffines entities.

Donald Huffines, Co-Chief Executive, graduated from the University of Texas at Austin in 1981 with a BBA in Finance. In 1982 he started his career with the largest commercial brokerage company in Texas, Henry S. Miller Company. Donald gained valuable experience in office leasing, retail development and income property sales. In 1984 he was the 4th top producer of over 130 commercial brokers and was promoted to Vice President. In 1985, along with his brother Phillip, he formed Huffines Communities with the company's primary focus being land investing and development.

Sue Blankenship, Senior Vice President, shares responsibility for business planning, project strategy and management, and organizational development of the company. She has over 30 years of experience in the real estate industry, including tenure as the Director of Land Development for a homebuilder in Dallas developing over 3,500 single-family lots and entitling/acquiring additional lots in over 50 metroplex communities. She graduated from Northern Arizona University with a Bachelor of Science degree in Civil Engineering and is a registered Professional Engineer in Texas and California.

Barry Jameson, Special Districts Manager, is responsible for managing Huffines Communities' involvement with special districts in which Huffines Entities' developments are located. He has served in that role since 2004. Before that, he worked in public accounting with Ernst & Young and financial reporting with Crow Family Holdings. Barry graduated in 1986 from the University of North Texas with a Master of Science in Accounting.

History and Financing of the District

The Master Developer initially acquired approximately 1,097.336 of land within District in four transactions between December 2020 and May 2021, a portion of which has been transferred to an affiliated entity and a portion of which has been sold to Lennar as further described below. See "Subsequent Transfers (Solterra South and Lennar)." The Master Developer holds an option to purchase the remaining 300.358 acres of land within the District pursuant to the Lucas Parties Contract. See "Lucas Parties Purchase, Option Contract, and Acquisitions." The City also owns approximately 36.3 acres of right-of-way in the District, which is located in Improvement Zone A and Improvement Area C-1.

Initial Property Acquisitions: On December 15, 2020, the Master Developer purchased approximately 72 acres and an additional approximately 34 acres using cash in two transactions. The total purchase price of such land was \$609,887 for the 72 acre tract and \$590,885 for the 34 acre tract.

Lucas Parties Purchase, Option Contract, and Acquisitions. Huffines Land Holdings entered into a Contract of Sale with the Lucas Parties, as amended (the “Lucas Parties Contract”) pursuant to which the Lucas Parties agreed to sell or grant Huffines Land Holdings the exclusive option to purchase 4 tracts of land containing 1,284.262 gross acres total, comprised as follows:

- 604.13 gross acres (the “Lucas Phase 1 Property”)
- 92.72 gross acres (the “Lucas Phase 2 Property”)
- 285.5 gross acres (which acreage was later corrected to 295.76 acres) (the “Lucas Phase 3 Property”)
- 299.612 gross acres (the “Lucas Phase 4 Property” and, together with the Lucas Phase 2 Property and the Lucas Phase 3 Property, the “Lucas Option Property”).

Huffines Land Holdings assigned its rights in the Lucas Parties Contract to the Master Developer. As so assigned, the Lucas Parties Contract grants the Master Developer the right to purchase the Lucas Phase 1 Property at a price of \$37,000 per acre and the exclusive option to purchase the Lucas Phase 2 Property at a price of \$37,000 per acre, the Lucas Phase 3 Property at a price of \$37,000 per acre, and the Lucas Phase 4 Property (i) at a price of \$37,000 per acre for portions not owned by George F. Lucas Irrevocable Descendants Trust (“GFLIDT”) and (ii) \$26,000 per acre for portions owned by GFLIDT.

The Lucas Parties Contract provides that for a period of five years following the closing date on the Lucas Phase 1 Property, the Master Developer may elect to purchase the Lucas Option Property, provided that any initial exercise of such option was required to include the exercise of the option to purchase the Lucas Phase 2 Property.

Pursuant to the Second Amendment to the Lucas Parties Contract, the Lucas Parties acknowledged the existence of the District and required the Master Developer to enter into an indemnity agreement for any assessments imposed on the Lucas Option Property to the extent such property is owned by the Lucas Parties. The Master Developer entered into such indemnity agreement on January 28, 2021. In addition, the Second Amendment to the Lucas Parties Contract requires the Master Developer to execute an assignment of rights to the Development Agreement for any portions of the Lucas Option Property for which the purchase option granted under the Lucas Parties Contract has expired. Pursuant to the terms of the Development Agreement, any such assignment of the Development Agreement by the Master Developer is subject to the written consent of the City.

The Master Developer acquired the Lucas Phase 1 Property and the Lucas Phase 2 Property (the “Initial Lucas Purchased Land”) from the Lucas Parties on April 19, 2021. Accordingly, the option period granted under the Lucas Parties Contract shall expire on April 19, 2026. The Master Developer acquired the Lucas Phase 3 Property on May 26, 2021.

Master Developer Acquisition and Development Financing. The purchase of the Initial Lucas Purchased Land was funded with a loan (the “Trez Loan”). The Trez Loan, as modified, provided for funds in a total amount of up to \$66,036,544 to the Master Developer for the purchase and development of the Improvement Area A-1 Property. The Trez Loan was paid off on August 30, 2023.

Chapter 380 Agreement. The Master Developer and the City have entered into the Chapter 380 Agreement pursuant to which the City has agreed to reimburse the Master Developer for the cost of oversizing of certain public improvements within the District with impact fee credits and for intersection improvements, signalization improvements, and pedestrian bridge improvements from the “Roadway Capital Recovery Fee,” a \$3,000 fee charged to each commercial and residential lot within each PID Phase as set forth in the Development Agreement. The Master Developer anticipates that the grant payable to the Master Developer from such impact fee credits and Roadway Capital Recovery Fees will total approximately \$9.71 million.

Subsequent Transfers (Solterra South and Lennar). On June 15, 2021, the Master Developer sold approximately 237.562 acres constituting the Zone C Phase Two Property to Solterra South for \$4,000,000. In

connection with the sale to Solterra South, the Master Developer partially assigned, and Solterra South assumed, all rights and obligations under the Development Agreement relating to the transferred land in Improvement Zone C. The Master Developer generally assigned, and Solterra South assumed, all contracts affecting such transferred land, which included the Lennar Zone C Contract. The Master Developer also partially assigned, and Solterra South assumed, all rights and obligations specifically related to the Zone C Phase Two Property under the Lennar Zone C Contract. Solterra South's purchase of such land was funded with cash equity contributions from the members of Solterra South.

On June 17, 2021, the Master Developer sold the Zone C Phase One Property, consisting of approximately 164.659 acre portion of the property located in Improvement Zone C of the District to Lennar at a price of \$9,200,000, which acquisition by Lennar was funded with cash. A portion of such property constitutes the land in Improvement Area C-1. On March 5, 2024 Lennar purchased the Zone C Phase Two Property from the Master Developer pursuant to the Lennar Zone C Contract at a purchase price of \$8,000,000. See "THE DEVELOPMENT – Improvement Zone C, the Lennar Zone C Contract and the Lennar Zone C Phase One Option Agreement."

Solterra South has retained rights to reimbursements related to the Lennar Zone C Public Improvements constructed by Lennar, provided that Solterra South shall transfer up to \$10,000,000 in reimbursements received from the proceeds of bonds issued for the Lennar Zone C Public Improvements ("Zone C PID Bond Proceeds") as described below.

Upon the issuance (the "First Issuance") of the first set of bonds ("Zone C PID Bonds") to reimburse Solterra South for the Lennar Zone C Public Improvements, Solterra South was required to transfer to Lennar the first \$4,000,000 in reimbursement for the Lennar Zone C Public Improvements from Zone C PID Bond Proceeds. Following the First Issuance, the next \$4,000,000 in Zone C PID Bond Proceeds from Zone C PID Bonds secured by assessments levied against the Zone C Phase One Property or the Zone C Phase Two Property (such property, together, the "Lennar Zone C Property") for the actual costs of Lennar Zone C Public Improvements requested by Solterra South on behalf of Lennar relating to the Lennar Zone C Property shall be retained by Solterra South as additional consideration for the sale of the Zone C Phase Two Property. Once Solterra South has received such \$4,000,000 from the second issuance of Zone C PID Bonds and paid such amount to Lennar after the Phase Two Closing in accordance with the terms of the Lennar Zone C Contract, all subsequent Zone C PID Bond Proceeds shall be shared equally by Lennar and Solterra South until Lennar has been reimbursed up to \$10,000,000 in the aggregate for the actual costs paid by Lennar for the Lennar Zone C Public Improvements for which assessments securing the applicable series of Zone C PID Bonds have been levied against the Lennar Zone C Property. Thereafter, any and all Zone C PID Bond Proceeds from Zone C PID Bond issuances relating to property within the District, including the Lennar Zone C Property, shall be retained by Solterra South and Lennar shall have no further right to any Zone C PID Bond Proceeds. Solterra South and Lennar shall only be entitled to receipt of Zone C PID Bond Proceeds for actual costs of the Lennar Zone C Public Improvements that benefit the Lennar Zone C Property on which assessments securing the applicable series of Zone C PID Bonds have been levied. As of August 1, 2024, of the aggregate \$10,000,000 owed to Lennar under the Lennar Zone C Contract, Lennar has received \$4,109,420.67 of such payments.

On February 9, 2022, Lennar conveyed the Zone C Phase One Property to KLLB as a land bank for Lennar for long term financing purposes pursuant to the Lennar Zone C Phase One Option Agreement. KLLB is the current owner of the Zone C Phase One Property except for 206 lots which have been repurchased by Lennar pursuant to the Zone C Phase One Option Agreement. See "THE DEVELOPMENT — Improvement Zone C, the Lennar Zone C Contract and the Lennar Zone C Phase One Option Agreement."

Lennar financed the development of property in Improvement Zone C of the District with cash.

LENNAR

The following information has been provided by Lennar. 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. See "SOURCES OF INFORMATION – Source of Certain Information."

Description of Lennar

Lennar is a subsidiary of Lennar Corporation (“Lennar Corp.”) and was created by Lennar Corp. for the purpose of acquiring, owning, holding, managing, operating, investing, reinvesting, accumulating, improving, and developing residential housing upon property located in the State, including developing, managing and ultimately conveying property to third parties. Lennar is wholly owned by Lennar Corp.

Lennar Corp. stock trades on the New York Stock Exchange under the symbol LEN. Lennar Corp. is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the “SEC”). The file number for Lennar Corp. is No-1-11749. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC’s internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. All documents subsequently filed by Lennar Corp. pursuant to the requirements of the Securities and Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

THE BONDS AND THE ASSESSMENTS DO NOT CONSTITUTE INDEBTEDNESS OF, AND ARE NOT GUARANTEED BY, LENNAR CORP., OR LENNAR.

Lennar Executive Biographies

Greg Urech. Greg Urech has lived in the North Texas area for 36 years and has over 15 years of land development and acquisition experience. Since graduating from Southern Methodist University in 2003 with a Bachelor of Science in Finance, he has worked for several homebuilders in the North Texas market, including Pulte and Centex in addition to Lennar. As Division Land President for Lennar, Greg has led the acquisition of over \$1 billion in assets in the past 5 years.

Kyle Dickerson. Kyle Dickerson began his career with Lennar as a Construction Manager in 2005 and currently serves as Vice President of Land Development. While serving within the Land Department of Lennar, Kyle has managed the development of over 50,000 lots in the North Texas market.

Michael Poole. Michael Poole is a Due Diligence Manager for Lennar, with over ten years of land experience. While at Lennar, he has managed multiple bond issues in the North Texas market.

THE ADMINISTRATOR

The following information has been provided by the 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 City has selected P3Works, LLC as the initial Administrator for the District. The City has entered into an agreement with the Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and is based in Keller, Texas.

The Administrator’s duties will include:

- Preparation of the annual update to the Service and Assessment Plan
- Preparation of assessment rolls for City billing and collection
- Establishing and maintaining a database of all City parcel IDs within the District
- Trust account analysis and reconciliation
- Property owner inquires
- Determination of Prepayment amounts
- Preparation and review of disclosure notices with Dissemination Agent

- Review of developer draw requests for reimbursement of authorized improvement costs.

APPRAISAL

The Appraisal

General. Integra Realty Resources Dallas (the “Appraiser”), prepared an appraisal report for the City dated June 3, 2024, and effective June 30, 2024, based upon a physical inspection of the District on May 16, 2024 (the “Appraisal”). The Appraisal was prepared at the request of the City. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to Improvement Area C-3 of the District. The Appraisal is attached hereto as APPENDIX E and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See “APPENDIX E — Appraisal.”

Value Estimates. The Appraiser estimated the aggregate market value of the fee simple interest in various tracts of land comprising the land in Improvement Area C-3 of the District. See “THE IMPROVEMENT AREA C-3 PROJECTS.” The Appraisal provides the fee simple estate values for Improvement Area C-3 of the District. See “APPENDIX E — Appraisal.”

The value estimate for the Assessed Property within Improvement Area C-3 of the District using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of June 30, 2024 is \$11,741,000.

None of the City, Lennar, the Financial Advisor, or the Underwriter makes any representation as to the accuracy, completeness, assumptions or information contained in the Appraisal. The assumptions and qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized and the City, Lennar and the Underwriter make no representation as to the reasonableness of such assumptions.

Prospective investors should read the complete Appraisal in order to make an informed decision regarding any contemplated purchase of the Bonds. The complete Appraisal is attached as APPENDIX E hereto.

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.

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.

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 Improvement Area C-3 of the District to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area C-3 of the District, (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 Improvement Area C-3 of the District, 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 Improvement Area C-3 of the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within Improvement Area C-3 of the District should proceed more slowly than expected and Lennar 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 Improvement Area C-3 of the District. 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 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 such Investor, either alone or with its purchaser representative(s) (as defined in Rule 501(h) of Regulation D under the Securities Act of 1933), 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.

Assessment Limitations

Annual Installments of Assessments are billed to property owners in Improvement Area C-3 of the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as described under "ASSESSMENT PROCEDURES" herein. 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 and the Annual Collection Costs for such year. See "ASSESSMENT PROCEDURES" herein. 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 Assessment payments 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 Improvement Area C-3 of the District, 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” herein.

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area C-3 of the District, any lien securing an Assessment that is 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 in Improvement Area C-3. Furthermore, neither KLLB nor Lennar is eligible to claim homestead rights and Lennar and KLLB owned all property within Improvement Area C-3 of the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Parcels 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 Fund, delay in foreclosure proceedings, or 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 WILL 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 WILL BE PERSONAL OBLIGATIONS OF AND CHARGES AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA C-3 OF THE DISTRICT.

Delay of Acquisition or Termination of Option Under Lucas Parties Contract Could Delay or Affect Development in the District

If the Master Developer or Huffines Land Holdings do not acquire the Lucas Phase 4 Property within the Option Period, development within the District could be delayed. No assurance can be given that the Master Developer or Huffines Land Holdings will acquire such land within the Option Period. Further, while the Master Developer will be required to assign its rights under the Development Agreement to the Lucas Parties for any portions of the Lucas Phase 4 Property, no assurance can be given that the City will agree to such assignment or that the Lucas Parties will continue the development of such land as provided in the Development Agreement. Accordingly, there

can be no assurances that that development within the District on the Lucas Phase 4 Property will progress as described herein.

Competition

The housing industry in the Dallas-Fort Worth area is very competitive, and none of Lennar, the Master Developer, the City, the City’s Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will be completed in accordance with Lennar’s expectations. The competitive position of Lennar in the 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 the District. 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 be able to compete with the Development. A sample of competitive projects near the Development is below.

Project Name	# of Units	Proximity to District (Miles)	Developer	Date Started	Completed/ Expected Completion Date	Expected Home Sale Prices	# of Units Remaining
Ridge Ranch	1009	Approx. 2	Bloomfield Homes	4Q '18	Mid-2028	\$381K - \$525K	685
Caldwell Lakes	252	Approx. 5.5	Pat Atkins, K. Hovnanian Homes	3Q '22	Late 2026	\$340K - \$401K	228
Wellington Farms	247	Approx. 6	D.R. Horton	2Q '21	2Q 2023	\$291K - \$351K	45
Wellington Farms East	23	Approx. 6	D.R. Horton	2Q '21	1Q 2023	\$291K - \$351K	0

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.

The Lennar Zone C Phase One Option Agreement

The Lennar Zone C Phase One Option Agreement does not obligate Lennar to repurchase the Option Lots, and a failure to exercise the option granted by the Lennar Zone C Phase One Option Agreement does not constitute a default under such agreement. No assurance can be given that Lennar will repurchase the Option Lots pursuant to the Lennar Zone C Phase One Option Agreement.

Recent Changes in State Law Regarding Public Improvement Districts; Failure of Developer to Deliver Required Notice Pursuant to Texas Property Code May Affect Absorption Schedule and Provide for Prepayments Causing Partial Redemptions of Bonds

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 or purchase and sale. If Lennar or any other homebuilders within Improvement Area C-3 of the District do not provide the required notice and prospective purchasers of property within Improvement Area C-3 of 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 is expected to be prepaid. In the event of such prepayment, a partial redemption of the Bonds could occur. See “DESCRIPTION OF THE BONDS – Redemption Provisions.” 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 however, if Lennar or any other homebuilders within Improvement Area C-3 of 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 form of notice to be provided to homebuyers is attached to the Service and Assessment Plan. See “APPENDIX B – Form of Service and Assessment Plan.”

Completion of Homes

The cost and time for completion of homes by the homebuilders is uncertain and may be affected by changes in national, regional and local and 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 yet 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; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of Lennar.

Absorption Rate

There can be no assurance that Lennar will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the Development, could impair the economic viability of the Development and could reduce the ability or desire of property owners in Improvement Area C-3 to pay the Assessments.

Risks Related to Current Increase in Costs of Building Materials

As a result of low supply, high 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 construction costs associated with completing homes in Improvement Area C-3 of the District are substantially higher than the estimated costs or if the homebuilders within Improvement Area C-3 of the District are unable to access building materials in a timely manner, it may affect the ability of such homebuilders in Improvement Area C-3 of the District to complete the construction of homes or pay the Assessments when due. 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 Improvement Area C-3 of the District.

TIRZ Annual Credit Amount and Marketing of the Development

The TIRZ Revenues are generated only from ad valorem taxes levied and collected by the City on the captured appraisal value in the TIRZ in any year. Any delay or failure by Lennar to develop its land within the District may result in a reduced amount of the TIRZ Revenues being available to credit the Assessments. TIRZ Revenues generated from the captured appraised value for each parcel in the TIRZ during the development of such parcel will result in a TIRZ Annual Credit Amount which is not sufficient to achieve the Targeted Net Average Annual Installment for the Assessed Parcels. The TIRZ Annual Credit Amount will likely not provide for the Targeted Net Average Annual Installment until the second year that a home on such parcel is assessed. See “OVERLAPPING TAXES AND DEBT.”

It is uncertain what impact, if any, the TIRZ Annual Credit Amount application to the Annual Installments of the Assessments will have on the underwriting of residential mortgages. If the underwriter of a residential mortgage does not recognize the TIRZ Annual Credit Amount it may make it more difficult for a borrower to qualify for a home mortgage which could have a negative impact on home sales and projected absorption.

Loss of Tax Exemption

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” herein, 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.

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.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within Improvement Area C-3 of 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 Improvement Area C-3 of the District and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area C-3 of the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Assessments.

Depletion of Bond Reserve Account of the Reserve Fund

Failure of the owners of property within Improvement Area C-3 of the District to pay the Assessments when due could result in the rapid, total depletion of Bond Reserve Account 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 Bond Reserve Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Bond Reserve Account of the Reserve Fund is less than the Bond Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Bond Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under "SECURITY FOR THE BONDS — Bond Reserve Account" herein.

Hazardous Substances

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 Improvement Area C-3 of the District be affected by a hazardous substance, the marketability and value of such 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 Improvement Area C-3 of the District does not take into account the possible liability of Lennar for the remediation of a hazardous substance condition on the property in Improvement Area C-3 of the District. The City has not independently verified, and is not aware, that Lennar has such a current liability with

respect to its property; 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 Improvement Area C-3 of the District 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. The actual occurrence of any of these possibilities could significantly negatively affect the value of a parcel that is realizable upon a foreclosure.

See “THE DEVELOPMENT – Environmental” for discussion of the Phase One ESA performed on certain property within the District.

Exercise of Third Party Property Rights

As described herein under “THE DEVELOPMENT – Existing Mineral Rights and Other Third Party Property Rights,” there are certain Third-Party Property Rights located within the District and not owned by the Master Developer or Lennar. 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 Dallas County.

Lennar does not expect the existence or exercise of any Third Party Property Rights, mineral rights or related real property rights in or around Improvement Area C-3 of the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within Improvement Area C-3 of the District to pay Assessments. However, none of the City, the Financial Advisor, or the Underwriter, provide any assurances as to such Developer expectations.

Regulation

Development within the District 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 the District, 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 the District and property values.

Bondholders’ Remedies and Bankruptcy

In the event of default in the payment of principal or of interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of at least 25% of the owners of the Bonds then Outstanding, 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 City’s obligations under the Bonds or the Indenture and such 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 Improvement Area C-3 of the District or sell property within Improvement Area C-3 of the District 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” herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within Improvement Area C-3 of the District 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 judgement, is justiciable against a municipality.

The City is not aware of any State 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 State courts. In general, State 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. State 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).

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

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. 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 Federal Bankruptcy Code, 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 Federal Bankruptcy Code, (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.

Tax-Exempt Status of the Bonds

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. 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 disagree, 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.

Management and Ownership

The management and ownership of Lennar and related 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 development projects comparable to that of the Development.

General Risks of Real Estate Investment and Development

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 Lennar, including those derived from the Development, are not within the control of Lennar. 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 Lennar.

Furthermore, the operating revenues of Lennar may be materially adversely affected if specific conditions in the Lennar Phase One Zone C Option Agreement are not met. As described herein, the Assessments are an imposition against the land only. None of Lennar, KLLB, or any other subsequent landowner is a guarantor of the Assessments and the recourse for the failure of Lennar, KLLB or any other landowner to pay the Assessments is limited to the collection proceedings against the land as described herein.

Development in Improvement Zone C cannot be completed without Lennar obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction 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 Lennar.

Availability of Utilities

The progress of development within the District is also dependent upon the City providing an adequate supply of water and sufficient capacity for the collection and treatment of wastewater. If the City fails to supply water and wastewater services to the property in the District, the Development of the land in the District could be adversely affected. See “THE DEVELOPMENT — Utilities.”

Dependence Upon Lennar

Lennar currently has the obligation for payment of the Assessments. The ability of Lennar 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. There can be no assurances given as to the financial ability of Lennar to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether Lennar will advance such funds.

Lennar will not guarantee or otherwise be obligated to pay debt service on the Bonds.

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 88th Legislative Session of the State (the “88th Regular Session”) concluded on May 29, 2023. When the regular Legislature is not in session, the Governor of Texas may call one or more special sessions, at the Governor’s direction, each lasting no more than 30 days, and for which the Governor sets the agenda. Upon conclusion of the 88th Regular Session, the Governor called four special sessions all of which have

ended without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. It is impossible to predict what new proposals may be presented regarding the PID Act and the issuance of special assessment bonds during any upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Texas Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any such future legislation will or may have on the security for the Bonds..

Use of Appraisal

Caution should be exercised in the evaluation and use of valuations included in the Appraisal. The Appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation and specified therein. The estimated market value specified in the Appraisal is not a precise measure of value, but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in the Appraisal is based on various assumptions of future expectations and while the Appraiser's forecasts for properties in the District is considered to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future. The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District.

In performing its analysis, the Appraiser makes numerous assumptions with respect to general business, economic and regulatory conditions and other matters, many of which are beyond the Appraiser's, Underwriter's and City's control, as well as certain factual matters. Furthermore, the Appraiser's analysis, opinions and conclusions are necessarily based upon market, economic, financial and other circumstances and conditions existing prior to the valuation and date of the Appraisal. The Appraisal is not a determination of benefit with respect to the Improvement Area C-3 Projects on the property within Improvement Area C-3.

Risk from Weather Events

All of the State, including the City and the District, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, flooding, heavy rains, extreme heat 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 or the District, including land within the District.

100-Year Flood Plain

According to the FEMA FIRM Community Panel Number 48113C0530K and 48113C0535K, each dated July 7, 2014, portions of the land in the District, on the north, east, and south, are located in Zone X and areas on the central portion of the property are within the floodway and Zone AE – within the 100-year floodplain. Approximately 572 acres in the District were in the effective Zone AE floodplain prior to construction. During construction, the Master Developer completed the necessary improvements to reclaim approximately 72 acres of land in the District, including 11.9 acres in Improvement Area A-1, 19.3 acres in Improvement Area C-1 and 11.1 acres in Improvement Area C-2 from the floodplain and FEMA has provided Letters of Map Revision relating to the same. Based on these approved Letters of Map Revision, no land in Improvement Area A-1, Improvement Area C-1 or Improvement Area C-2 are located within the Zone AE floodplain. The remainder of the areas in the floodplain will be dedicated to the City and used as open space.

FEMA will from time to time revise its FIRMs. None of the City, the Underwriter, Lennar or the Master Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may occur more often than assumed in creating the 100-year flood plain.

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted (subject to provisions set forth in the Indenture) 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 Improvement Area C-3 of 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 foreclosure 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 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.

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.

TAX MATTERS

The following discussion of certain federal income tax considerations is for general information only and is not tax advice. Each prospective purchaser of the Bonds should consult its own tax advisor as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

Tax Exemption

In the opinion of Bond Counsel, under existing law, interest on the Bonds (i) is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) is not a specific preference item for purposes of the alternative minimum tax on individuals.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service (the "Service"). The City has covenanted in the Indenture that it will comply with these requirements.

Bond Counsel's opinion will assume continuing compliance with the covenants of the Indenture pertaining to those sections of the Code that affect the excludability of interest on the Bonds from gross income for federal

income tax purposes and, in addition, will rely on representations by the City and other parties involved with the issuance of the Bonds with respect to matters solely within the knowledge of the City and such parties, which Bond Counsel has not independently verified. If the City fails to comply with the covenants in the Indenture or if such representations are determined to be inaccurate or incomplete, interest on the Bonds could become includable in gross income from the date of delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Bond Counsel will express no opinion as to the amount or timing of interest on the Bonds or, except as stated above, to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds. Certain actions may be taken or omitted subject to the terms and conditions set forth in the Indenture upon the advice or with the approving opinion of Bond Counsel. Bond Counsel will express no opinion with respect to Bond Counsel's ability to render an opinion that such actions, if taken or omitted, will not adversely affect the excludability of interest of the Bonds from gross income for federal income tax purposes.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel's knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems 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 as to 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 City as the taxpayer and the Owners may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds regardless of the ultimate outcome of the audit.

Additional Federal Income Tax Considerations

Collateral Tax Consequences. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences, including but not limited to those noted below. Therefore, prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

An "applicable corporation" (as defined in section 59(k) of the Code) may be subject to a 15% alternative minimum tax imposed under section 55 of the Code on its "adjusted financial statement income" (as defined in section 56A of the Code) for such taxable year. Because interest on tax-exempt obligations, such as the Bonds, is included in a corporation's "adjusted financial statement income," ownership of the Bonds could subject certain corporations to alternative minimum tax consequences.

Ownership of tax-exempt obligations also may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the "branch profits tax" on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Bonds.

Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Tax Accounting Treatment of Original Issue Premium. If the issue price of a maturity of the Bonds exceeds the stated redemption price payable at maturity of such Bonds, such Bonds (the "Premium Bonds") are considered for federal income tax purposes to have "bond premium" equal to the amount of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such

initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Premium Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

Tax Accounting Treatment of Original Issue Discount. If the issue price of a maturity of the Bonds is less than the stated redemption price payable at maturity of such Bonds (the “OID Bonds”), the difference between (i) the amount payable at the maturity of each OID Bond, and (ii) the initial offering price to the public of such OID Bond constitutes original issue discount with respect to such OID Bond in the hands of any owner who has purchased such OID Bond in the initial public offering of the Bonds. Generally, such initial owner is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such OID Bond equal to that portion of the amount of such original issue discount allocable to the period that such OID Bond continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussions regarding interest on the Bonds under the captions “TAX MATTERS – Tax Exemption” and “TAX MATTERS – Additional Federal Income Tax Considerations – Collateral Tax Consequences” and “—Tax Legislative Changes” generally apply and should be considered in connection with the discussion in this portion of the Limited Offering Memorandum.

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

The foregoing discussion assumes that (i) the Underwriter has purchased the Bonds for contemporaneous sale to the public and (ii) all of the OID Bonds have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm’s-length transactions for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the inside cover page of this Limited Offering Memorandum. Neither the City nor Bond Counsel has made any investigation or offers any comfort that the OID Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each OID Bond accrues 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 OID 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 (i) 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 (ii) the amounts payable as current interest during such accrual period on such Bond.

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

or other disposition of such OID Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such OID Bonds.

Tax Legislative Changes. Current law may change so as to directly or indirectly reduce or eliminate the benefit of the excludability of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax counsel.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General 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.

Bracewell LLP serves as Bond Counsel to the City. Locke Lord 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 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 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 thereof and interest thereon, are payable from and secured by a pledge of and lien on the Pledged Revenues. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes, 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" (except for the last paragraph under the subcaption "General"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — 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 to the Underwriter 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 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 Pledged Revenues, 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 Master Developer

At the time of delivery and payment for the Bonds, the Master Developer will certify to the Underwriter 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 knowledge of the Master Developer, threatened against or affecting the Master Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Master Developer or its members or would adversely affect (i) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the PID Reimbursement Agreement, the Development Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (ii) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”).

Litigation — Lennar

At the time of delivery and payment for the Bonds, Lennar will certify to the Underwriter 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 knowledge of Lennar, threatened against or affecting Lennar wherein an unfavorable decision, ruling or finding would have a Material Adverse Effect on the financial condition or operations of Lennar or would adversely affect (i) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the PID Reimbursement Agreement, the Development Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (ii) the tax-exempt status of interest on the Bonds.

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 Lennar, 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 — Bondholders’ 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 United States 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 “City Disclosure Agreement”) 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 City Disclosure Agreement, 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 City Disclosure Agreement.” Under certain circumstances, the failure of the City to comply with its obligations under the City Disclosure Agreement 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 City Disclosure Agreement 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 City Disclosure Agreement. 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 City Disclosure Agreement. 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 City Disclosure Agreement or from any statement made pursuant to the City Disclosure Agreement. The City has no obligations or liabilities arising from the Lennar Disclosure Agreement (defined below).

The City’s Compliance With Prior Undertakings

The City has complied in all material respects with its continuing disclosure undertakings made pursuant to the Rule within the last five years.

Lennar

Lennar, the Administrator, and the Dissemination Agent have entered into a Continuing Disclosure Agreement (the “Lennar Disclosure Agreement”) 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 Lennar Disclosure Agreement, certain information regarding the Development and the Improvement Area C-3 Projects (collectively, the “Lennar Reports”). The specific nature of the information to be contained in the Lennar Reports is set forth in “APPENDIX D-2 — Form of Lennar Disclosure Agreement.” Under certain circumstances, the failure of Lennar or the Administrator to comply with its obligations under the Lennar Disclosure Agreement 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 Lennar Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance. The Lennar Disclosure Agreement is a voluntary agreement made for the benefit of the holders of the Bonds and is not entered into pursuant to the Rule.

Lennar 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 Lennar Disclosure Agreement. Lennar 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 Lennar Disclosure Agreement. Lennar 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. Lennar disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Lennar Disclosure Agreement or from any statement made pursuant to the Lennar Disclosure Agreement.

Lennar's Compliance With Prior Undertakings

Lennar has complied in all material respects with its undertakings to provide continuing disclosure within the last five years.

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 a reoffering discount of \$ _____ less an underwriting discount of \$ _____, which includes Underwriter's Counsel's fee 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.

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 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" above. 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, including the Federal Home Loan Banks; (2) direct obligations of the State 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 or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation 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 or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor, (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this State that the City selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in the State that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as its custodian of the banking deposits issued for its account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under Securities and Exchange Commission Rule 15c3-3; (9) certificates of deposit and share certificates (i) issued by or through an institution that either has its main office or a branch office in the State, and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Insurance Fund, or are secured as to principal by obligations described in the clauses (1) through (6) or in any other manner and amount provided by law for City deposits, or (ii) where (a) the funds are invested by the City through (I) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law or (II) a depository institution that has its main office or a branch office in the State that is selected by the City; (b) the broker or the depository institution selected by the City 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 City; (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) 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; (11) 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) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1) through (6) above, clauses (13) through (15) below, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name 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, (12) certain bankers' acceptances with the remaining term of 270 days or less, 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, (13)

commercial paper with a stated maturity of 365 days or less 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, (14) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and comply with federal Securities and Exchange Commission Rule 2a-7, and (15) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, and have a duration of one year or more and are invested exclusively in obligations described in this paragraph or have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described in the next succeeding paragraph.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than “AAA” or “AAA-m” or an equivalent by at least one nationally recognized rating service. 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 10 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 fund’s 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 and fund type invested at the beginning and end of the reporting period by the type of asset and fund type invested, (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 national banking association 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.

Additional information about the Trustee may be found at its website at www.wilmingtontrust.com. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Preliminary Limited Offering Memorandum has been obtained primarily from the City's records, the Master Developer and its representatives, Lennar 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 Preliminary 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 Preliminary 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, the Master Developer or Lennar described herein since the date hereof. This Preliminary 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 Preliminary Limited Offering Memorandum relating to Improvement Zone A, Improvement Zone B, the Development and the Master Developer generally and, in particular, the information included in the sections captioned “PLAN OF FINANCE – District Development Plan, Status of Development and Plan of Finance” (as it pertains to the Master Developer and Improvement Zone A and Improvement Zone B), “THE DEVELOPMENT” (as it pertains to the Master Developer, Improvement Zone A and Improvement Zone B), “THE MASTER DEVELOPER” (as it pertains to the Master Developer), and “LEGAL MATTERS — Litigation — The Master Developer,” APPENDIX F and APPENDIX G (as it pertains to Improvement Zone A and Improvement Zone B) has been provided by the Master Developer, and the Master Developer warrants and represents that the information contained herein 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. At the time of delivery of the Bonds to the Underwriter, the Master Developer will deliver a certificate to this effect to the City and the Underwriter.

The information contained in this Preliminary Limited Offering Memorandum relating to the description of the Improvement Zone C of the Development and Lennar generally and, in particular, the information included in the sections captioned “PLAN OF FINANCE – District Development Plan, Status of Development and Plan of Finance” (as it pertains to Lennar and Improvement Zone C), “THE IMPROVEMENT AREA C-3 PROJECTS,” “THE DEVELOPMENT” (as it pertains to Lennar and Improvement Zone C), “THE MASTER DEVELOPER” (as it pertains to Lennar), “LENNAR,” “CONTINUING DISCLOSURE – Lennar,” “BONDHOLDERS’ RISKS” (only as it pertains to Lennar, the Improvement Area C-3 Projects and the Development), and “LEGAL MATTERS — Litigation — Lennar,” “APPENDIX D-2” and APPENDIX G (as it pertains to Improvement Zone C) has been provided by Lennar, and Lennar warrants and represents that the information contained herein 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. At the time of delivery of the Bonds to the Underwriter, Lennar will deliver a certificate to this effect to the City and the Underwriter.

Experts

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

The information regarding the Appraisal in this Preliminary Limited Offering Memorandum has been provided by the Appraiser, and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property.

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 Preliminary 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 of 1933. 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 HEREIN 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" HEREIN.

AUTHORIZATION AND APPROVAL

In the Bond Ordinance, the City will approve the form and content of this Preliminary Limited Offering Memorandum and the City Council will authorize this Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds. Also in the Bond Ordinance, the City Council will approve the form and content of the Final Limited Offering Memorandum.

APPENDIX A
FORM OF INDENTURE

(THIS PAGE IS INTENTIONALLY LEFT BLANK.)

INDENTURE OF TRUST

By and Between

CITY OF MESQUITE, TEXAS

and

WILMINGTON TRUST, NATIONAL ASSOCIATION

as Trustee

DATED AS OF October 1, 2024

SECURING

CITY OF MESQUITE, TEXAS

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (SOLTERRA PUBLIC
IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 PROJECTS)

TABLE OF CONTENTS

Page

ARTICLE 1

	DEFINITIONS, FINDINGS AND INTERPRETATION	4
Section 1.1	<u>Definitions</u>	4
Section 1.2	<u>Findings</u>	12
Section 1.3	<u>Table of Contents, Titles and Headings</u>	12
Section 1.4	<u>Interpretation</u>	12

ARTICLE 2

	THE BONDS	12
Section 2.1	<u>Security for the Bonds</u>	12
Section 2.2	<u>Limited Obligations</u>	13
Section 2.3	<u>Authorization for Indenture</u>	13
Section 2.4	<u>Contract with Owners and Trustee</u>	13

ARTICLE 3

	AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS	13
Section 3.1	<u>Authorization</u>	13
Section 3.2	<u>Date, Denomination, Maturities, Numbers and Interest</u>	14
Section 3.3	<u>Conditions Precedent to Delivery of Bonds</u>	14
Section 3.4	<u>Medium, Method and Place of Payment</u>	14
Section 3.5	<u>Execution and Registration of Bonds</u>	15
Section 3.6	<u>Ownership</u>	16
Section 3.7	<u>Registration, Transfer and Exchange</u>	17
Section 3.8	<u>Cancellation</u>	18
Section 3.9	<u>Temporary Bonds</u>	18
Section 3.10	<u>Replacement Bonds</u>	18
Section 3.11	<u>Book-Entry Only System</u>	19
Section 3.12	<u>Successor Securities Depository: Transfer Outside Book-Entry- Only System</u>	20
Section 3.13	<u>Payments to Cede & Co</u>	20

ARTICLE 4

	REDEMPTION OF BONDS BEFORE MATURITY	21
Section 4.1	<u>Limitation on Redemption</u>	21
Section 4.2	<u>Mandatory Sinking Fund Redemption</u>	21
Section 4.3	<u>Optional Redemption</u>	23
Section 4.4	<u>Extraordinary Optional Redemption</u>	23
Section 4.5	<u>Partial Redemption</u>	23
Section 4.6	<u>Notice of Redemption to Owners</u>	24
Section 4.7	<u>Payment Upon Redemption</u>	25
Section 4.8	<u>Effect of Redemption</u>	25

TABLE OF CONTENTS
(continued)

	<u>Page</u>
ARTICLE 5	
FORM OF THE BONDS	25
Section 5.1 <u>Form Generally</u>	25
Section 5.2 <u>CUSIP Registration</u>	26
Section 5.3 <u>Legal Opinion</u>	26
ARTICLE 6	
FUNDS AND ACCOUNTS	26
Section 6.1 <u>Establishment of Funds and Accounts</u>	26
Section 6.2 <u>Initial Deposits to Funds and Accounts</u>	27
Section 6.3 <u>Pledged Revenue Fund</u>	28
Section 6.4 <u>Bond Fund</u>	29
Section 6.5 <u>Project Fund</u>	30
Section 6.6 <u>Redemption Fund</u>	31
Section 6.7 <u>Bond Reserve Account</u>	31
Section 6.8 <u>Delinquency and Prepayment Reserve Account</u>	33
Section 6.9 <u>Rebate Fund</u>	33
Section 6.10 <u>Administrative Fund</u>	34
Section 6.11 <u>Investment of Funds</u>	34
Section 6.12 <u>Investment Income</u>	36
Section 6.13 <u>Security of Funds</u>	36
ARTICLE 7	
COVENANTS	36
Section 7.1 <u>Confirmation of Assessments</u>	36
Section 7.2 <u>Collection and Enforcement of Assessments</u>	36
Section 7.3 <u>Against Encumbrances</u>	37
Section 7.4 <u>Records, Accounts, Accounting Reports</u>	37
ARTICLE 8	
FEDERAL INCOME TAX MATTERS	37
Section 8.1 <u>General</u>	37
Section 8.2 <u>No Private Activity Bonds</u>	37
Section 8.3 <u>No Federal Guaranty</u>	38
Section 8.4 <u>No Hedge Bonds</u>	38
Section 8.5 <u>No-Arbitrage</u>	38
Section 8.6 <u>Arbitrage Rebate</u>	38
Section 8.7 <u>Information Reporting</u>	38
Section 8.8 <u>Record Retention</u>	38
Section 8.9 <u>Registration</u>	39
Section 8.10 <u>Favorable Opinion of Bond Counsel</u>	39

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 8.11	<u>Continuing Obligation</u>39
ARTICLE 9	
	LIABILITY OF CITY39
ARTICLE 10	
	THE TRUSTEE40
Section 10.1	<u>Trustee as Registrar and Paying Agent</u>40
Section 10.2	<u>Trustee Entitled to Indemnity</u>40
Section 10.3	<u>Responsibilities of the Trustee</u>41
Section 10.4	<u>Property Held in Trust</u>46
Section 10.5	<u>Trustee Protected in Relying on Certain Documents</u>46
Section 10.6	<u>Compensation</u>46
Section 10.7	<u>Permitted Acts</u>47
Section 10.8	<u>Resignation of Trustee</u>47
Section 10.9	<u>Removal of Trustee</u>48
Section 10.10	<u>Successor Trustee</u>48
Section 10.11	<u>Transfer of Rights and Property to Successor Trustee</u>49
Section 10.12	<u>Merger, Conversion or Consolidation of Trustee</u>49
Section 10.13	<u>Trustee to File Continuation Statements</u>49
Section 10.14	<u>Accounts, Periodic Reports and Certificates</u>50
Section 10.15	<u>Construction of Indenture</u>50
ARTICLE 11	
	MODIFICATION OR AMENDMENT OF THIS INDENTURE50
Section 11.1	<u>Amendments Permitted</u>50
Section 11.2	<u>Owners' Meetings</u>51
Section 11.3	<u>Procedure for Amendment with Written Consent of Owners</u>51
Section 11.4	<u>Effect of Supplemental Indenture</u>52
Section 11.5	<u>Endorsement or Replacement of Bonds Issued After Amendments</u>52
Section 11.6	<u>Amendatory Endorsement of Bonds</u>52
Section 11.7	<u>Execution of Supplemental Indenture</u>52
ARTICLE 12	
	DEFAULT AND REMEDIES53
Section 12.1	<u>Events of Default</u>53
Section 12.2	<u>Immediate Remedies for Default</u>53
Section 12.3	<u>Restriction on Owner's Action</u>54
Section 12.4	<u>Application of Revenues and Other Moneys After Default</u>55
Section 12.5	<u>Effect of Waiver</u>56

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 12.6	<u>Evidence of Ownership of Bonds</u>56
Section 12.7	<u>Waiver of Default</u>56
Section 12.8	<u>No Acceleration</u>57
Section 12.9	<u>Mailing of Notice</u>57
Section 12.10	<u>Exclusion of Bonds</u>57
ARTICLE 13	
	GENERAL COVENANTS AND REPRESENTATIONS57
Section 13.1	<u>Representations as to Pledged Revenues</u>57
Section 13.2	<u>General</u>58
ARTICLE 14	
	SPECIAL COVENANTS58
Section 14.1	<u>Further Assurances; Due Performance</u>58
Section 14.2	<u>Additional Obligations; Other Obligations or Other Liens</u>58
Section 14.3	<u>Books of Record</u>59
ARTICLE 15	
	PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE59
Section 15.1	<u>Trust Irrevocable</u>59
Section 15.2	<u>Satisfaction of Indenture</u>59
Section 15.3	<u>Bonds Deemed Paid</u>59
ARTICLE 16	
	MISCELLANEOUS60
Section 16.1	<u>Benefits of Indenture Limited to Parties</u>60
Section 16.2	<u>Successor is Deemed Included in All References to Predecessor</u>60
Section 16.3	<u>Execution of Documents and Proof of Ownership by Owners</u>61
Section 16.4	<u>Waiver of Personal Liability</u>61
Section 16.5	<u>Notices to and Demands on City and Trustee</u>61
Section 16.6	<u>Partial Invalidity</u>63
Section 16.7	<u>Applicable Laws</u>63
Section 16.8	<u>Payment on Business Day</u>63
Section 16.9	<u>Counterparts</u>63
Section 16.10	<u>Statutory Verifications</u>63
Section 16.11	<u>Form 1295 Exemption</u>64

EXHIBIT A - Form of Bond

TABLE OF CONTENTS
(continued)

Page

EXHIBIT B – Form of Certificate for Payment

INDENTURE OF TRUST

This Indenture of Trust, dated as of October 1, 2024 is by and between the City of Mesquite, Texas (the “City”), and Wilmington Trust, National Association a national banking association, 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 1.

WHEREAS, a petition was submitted by the Petitioner and filed with the City Secretary of the City (the “City Secretary”) pursuant to Texas Local Government Code, Chapter 372, 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 the Solterra Public Improvement District (the “District”); and

WHEREAS, the petition contained the signatures of the owners of taxable 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 Dallas Central Appraisal District, and the signatures of the record owners of 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, on April 5, 2021, after due notice, the City Council of the City (the “City Council”) held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and the City Council made the findings required by Section 372.009(b) of the PID Act and, by resolution, adopted by the City Council, authorized the District in accordance with its findings as to the advisability of the improvement projects and services; and

WHEREAS, the City published notice of its authorization of the District in the Dallas Morning News, a newspaper of general circulation in the City; and

WHEREAS, the City Council, pursuant to Section 372.016 of the PID Act, adopted a resolution accepting preliminary assessment rolls of the District and directing that the City Secretary make the same available for inspection, and directing City staff that notice be mailed to the property owners in Improvement Area C-3 of the District and published in a newspaper of general circulation within the City; and

WHEREAS, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing (the “Assessment Hearing”) a newspaper of general circulation in the City, to consider the proposed Assessment Roll for Improvement Area C-3 of the District (the “Assessment Roll”) and the Service and Assessment Plan and the levy of assessments for the Improvement Area C-3 Projects (the “Assessments”) on property within Improvement Area C-3 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, 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 Improvement Area C-3 of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, at the Assessment Hearing, all persons who appeared, or requested to appear, in person or through a representative acting on their behalf, were given the opportunity to contend for or contest the proposed Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of Improvement Area C-3 Project Costs, the purposes of the Assessment, the special benefits conferred on property within the District by the Improvement Area C-3 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessment; and

WHEREAS, at the 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 Improvement Area C-3 Project Costs, the Assessment Roll, and 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 hearing, including all written comments and statements filed with the City, the City approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance and therein approved the Assessment Roll and levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Improvement Area C-3 Project Costs, (ii) funding a reserve fund for payment of principal and interest on the Bonds, and (iii) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2024 (Solterra Public Improvement District Improvement Area C-3 Projects)” (the “Bonds”), such Bonds being payable solely from the Pledged Revenues (defined herein) and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in the preamble of this Indenture; 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 and all moneys and investments held in the Pledged Funds and Accounts 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;

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, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released and any Assessments due pursuant to such lien shall no longer constitute a part of the Trust Estate;

PROVIDED, FURTHER, 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 all 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;

IN ADDITION, the Bonds are special and limited obligations of the City payable solely from the Pledged Revenues, 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 Pledged Revenues. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Pledged Revenues.

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"):

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 1

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” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“Actual Costs” shall have the meaning assigned to it in the Service and Assessment Plan.

“Additional Interest” means the 0.50% additional interest charged on the Assessments pursuant to Section 372.018 of the PID Act and described in Section V of the Service and Assessment Plan.

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 6.10 hereof.

“Administrator” means an officer or employee of the City or third party designee of the City who is not an officer or employee thereof, 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 Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and annual updates to the Service an Assessment Plan; (6) paying and redeeming Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with Bonds, including their respective legal counsel.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the 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, collectively, with respect to each Improvement Area C-3 Assessed Property, each annual payment of the Assessments as shown on the Assessment Roll and related to the Bonds and the Improvement Area C-3 Projects, including (i) principal; (ii) interest (iii) Annual Collection Costs and (iv) Additional Interest collected pursuant to Section V of the Service and Assessment Plan and deposited to the Delinquency and Prepayment Reserve Account as described in Section 6.8 herein.

“Annual Service Plan Update” means the annual review and update of the Service and Assessment Plan required by and in compliance with Section 372.013 of the PID Act and the Service and Assessment Plan.

“Applicable Laws” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, 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” means an Assessment levied against Improvement Area C-3 Assessed Property, for the costs of the Improvement Area C-3 Projects and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions in the Service and Assessment Plan and in the PID Act.

“Assessment Hearing” has the meaning set forth in the recitals.

“Assessment Ordinance” means the ordinance adopted by the City Council levying the Assessments on the Improvement Area C-3 Assessed Property.

“Assessment Roll” means the Assessment Roll for the Improvement Area C-3 Assessed Property as set forth in Exhibit ___ to the Service and Assessment Plan, as updated, modified or amended from time to time in accordance with procedures set forth in the Service and Assessment Plan and in the PID Act (including updates prepared in connection with the issuance of the Bonds or in connection with any Annual Service Plan Update), showing the total amount of the Assessment against each Improvement Area C-3 Assessed Property.

“Authorized Denomination” means \$100,000 and any integral multiple of \$1,000 in excess of \$100,000, or a smaller denomination, if any, resulting from a partial redemption of Bonds as determined in accordance with Section 4.5 hereof or as a result of any partial defeasance of the Bonds.

“Authorized Improvements” means, with respect to Improvement Area C-3, the improvements authorized by Section 372.003 of the PID Act, including Improvement Zone C

Improvements, Improvement Area C-3 Improvements, Major Improvements, Bond Issuance Costs, and Annual Collection Costs, as described the Service and Assessment Plan.

“Authorized Officer” means (i) the City Manager of the City, (ii) an Assistant City Manager of the City designated by the City Manager of the City for such purpose, or (iii) the Director of Finance of the City.

“Bonds” means the City of Mesquite, Texas Special Assessment Revenue Bonds, Series 2024 (Solterra Public Improvement District Improvement Area C-3 Projects) issued by the City pursuant to this Indenture and payable from and secured in whole or in part by the Assessments including any Refunding Bonds and any Bonds issued in exchange or replacement thereof as permitted by this Indenture.

“Bond Counsel” means Bracewell LLP 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 and administered as provided in Section 6.4.

“Bond Ordinance” means that certain ordinance adopted by the City Council on October 7, 2024 authorizing the 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 Reserve Account” means the Account within the Reserve Fund established pursuant to Section 6.1 and administered as provided in Section 6.7.

“Bond Reserve Account Requirement” the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the stated principal amount of the Bonds, such Bond Reserve Account Requirement shall be recalculated for compliance with the above upon (a) any transfers made pursuant to Section 6.7(c), (b) a mandatory sinking fund redemption pursuant to the terms of this Indenture, (c) an optional redemption pursuant to the terms of this Indenture or (d) an extraordinary optional redemption pursuant to the terms of a this Indenture

“Bond Year” or “Fiscal Year” means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

“Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Texas 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 B attached hereto approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed with respect to the Improvement Area C-3 Projects and the Actual Costs thereof, and requesting payment for such costs from money on deposit in the Project Fund as further described in Section 6.5 herein.

“City Certificate” means a certificate or written instructions signed by the City Representative and delivered to the Trustee.

“City Representative” means any official or agent of the City authorized by the City Council to undertake the action referenced herein. As of the date hereof, the Director of Finance, the City Manager, and/or designees are the authorized City Representatives.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Costs of Issuance Account” means the Account within the Project Fund established pursuant to Section 6.1.

“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 in accordance with Section 6.1 and administered as provided in Section 6.8.

“Delinquency and Prepayment Reserve Requirement” means an amount equal to 5.5% of the principal amount of the Outstanding Bonds which may be funded from Bond proceeds and revenues received from the payment of Assessments, deposited to the Pledged Revenue Fund.

“Delinquent Collection Costs” means the costs related to the foreclosure on an Improvement Area C-3 Assessed Property and the costs of collection of a delinquent Assessment, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing Delinquent Penalties and Interest.

“Delinquent Penalties and Interest” means any delinquent interest and delinquent penalty interest collected on a delinquent Assessment.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Dallas, Texas, or such other location 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 HC Solterra, LLC, a Texas limited liability company, and its respective successors and assigns.

“Development Agreement” means the agreement executed by and between the Developer, and the City effective October 19, 2020, that “First Amendment to Development Agreement” effective March 15, 2021, and that “Second Amendment to the Development Agreement” effective February 20, 2023.

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

“DTC Participant” shall mean 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.

“Favorable Opinion of Bond Counsel” means an opinion or opinions of nationally recognized bond counsel to the effect that the action proposed to be taken is authorized or permitted and will not adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

“Foreclosure Proceeds” means the proceeds, including Delinquent Penalties and Interest, received by the City from the enforcement of the Assessments against any Improvement Area C-3 Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“Improvement Area C-3” means approximately 38.882 acres located within the District, as more specifically described and depicted in the Service and Assessment Plan.

“Improvement Area C-3 Assessed Property” means any Parcel within Improvement Area C-3 against which an Assessment relating to the Improvement Area C-3 Projects is levied, in accordance with the Service and Assessment Plan.

“Improvement Area C-3 Improvements” means the Authorized Improvements which only benefit the Improvement Area C-3 Assessed Property, as further described in the Service and Assessment Plan.

“Improvement Area C-3 Improvement Account” means the Account within the Project Fund established pursuant to Section 6.1 and administered as provided in Section 6.5.

“Improvement Area C-3 Project Costs” means the Actual Costs, as defined in the Service and Assessment Plan, of the Improvement Area C-3 Projects.

“Improvement Area C-3 Projects” means collectively, (1) the pro rata portion of the Improvement Zone C Improvements allocable to Improvement Area C-3; (2) the Improvement Area C-3 Improvements; (3) the pro rata portion of the Major Improvements allocable to Improvement Area C-3; (4) the pro rata portion of the First Year Annual Collection Costs based

on outstanding Assessment related to the Bonds; and (5) the pro rata portion of the Bond Issuance Costs based on outstanding Assessment incurred in connection with the issuance of Bonds.

“Improvement Zone C” means approximately 417.080 acres located within the District, more specifically described in the Service and Assessment Plan.

“Improvement Zone C Improvements” means those Authorized Improvements that confer a special benefit to all of the Assessed Property within Improvement Zone C, as further described in the Service and Assessment Plan.

“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 Bond” means the Initial Bond as set forth in Exhibit A attached hereto.

“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 March 1 and September 1 of each year, commencing March 1, 2025.

“Investment Securities” means those authorized investments described in the City’s official investment policy as approved by the City Council from time to time, and eligible for the investment of public funds by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

“Major Improvements” means those Authorized Improvements that confer a special benefit to all of the Assessed Property within the District, as further described and depicted in the Service and Assessment Plan.

“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 the 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 4, and (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 herein.

“Owner” means the Person who is the registered Owner of a Bond, 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 herein.

“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.

“PID Act” means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

“Pledged Funds and Accounts” means the following funds and the accounts therein: the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Bond Reserve Account, and the Redemption Fund.

“Pledged Revenue Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.2 hereof.

“Pledged Revenues” means the sum of (i) Annual Installments (excluding the portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs), (ii) the moneys held in any of the Pledged Funds and Accounts, and (iii) any additional revenues that the City may pledge to the payment of Bonds.

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

“Principal and Interest Account” means the Account within the Bond Fund established pursuant to Section 6.1 and administered as provided in Section 6.4 herein.

“Project Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

“Purchaser” means the initial purchaser of the Bonds.

“Rebate Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.9 herein.

“Record Date” means the close of business on the fifteenth business day of the month next preceding an Interest Payment Date.

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

“Redemption Price” means, when used with respect to any Bonds or portion thereof, the principal amount of such Bonds or such portion thereof plus the applicable premium, if any, plus

accrued and unpaid interest on such Bonds to the date fixed for redemption payable upon redemption.

“Refunding Bonds” means refunding bonds secured by a parity lien, with the Outstanding Bonds, on the Trust Estate, as more specifically described in the applicable indenture, authorizing the refunding of all or any portion of the Outstanding Bonds.

“Register” means the register specified in Article 3 of this Indenture.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Reserve Fund” means that fund established pursuant to Section 6.1 comprising of the Bond Reserve Account and the Delinquency and Prepayment Reserve Account administered pursuant to Sections 6.7 and 6.8 herein.

“Service and Assessment Plan” means the document, including the Assessment Roll, which is attached as Exhibit A 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 Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“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 the 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.

“Tax Certificate” means the Federal Tax Certificate delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date relating to the tax-exempt status of the Bonds.

“Trustee” means Wilmington Trust, National Association, a national banking association, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article 10 hereof, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

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

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 2

THE BONDS

Section 2.1 Security for the Bonds.

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.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Pledged Revenues, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered Owners the perfection of the security interest in said

pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, 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 Pledged Funds and Accounts; and the Bonds and any other obligations incurred by the City under the terms of this Indenture 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 the Bond Ordinance. 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 or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and 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 3

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 of Texas, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of \$ _____ for the purpose of (i) paying or reimbursing a portion of the Improvement Area C-3 Project Costs, (ii) funding the Bond Reserve Account of the Reserve Fund, (iii) funding a portion of the Delinquency and Prepayment Account, and (iv) paying the costs of issuance of the Bonds.

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

(a) The Bonds shall be dated October 1, 2024 (the “Bond Date”) 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 date of initial delivery of the Bonds 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 otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2025 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Term Bonds</u>		
<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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 4 herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

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 copy of the executed Assessment Ordinance;
- (b) a copy of the executed Bond Ordinance;
- (c) a copy of this Indenture executed by the Trustee and the City;
- (d) an executed opinion of Bond Counsel; and
- (e) approving opinion of the Attorney General of the State and the State Comptroller’s registration certificate.

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; 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 (the "Special Payment Date," 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 appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(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 of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such 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 of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor 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 (the "Certificate of Trustee" included in the Form of Bond attached hereto as Exhibit A), 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 at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein (the "Comptroller's Registration Certificate"), included in the Form of Bond attached hereto as Exhibit A, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On the Closing 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 of Public Accounts, 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 relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor 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 as is acceptable to the Paying Agent/Registrar, 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. 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 Authorized 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.

(h) Prior to any transfer of any Bond outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor of a Bond shall provide or cause to be provided to the Paying Agent/Registrar all information necessary to allow the Paying Agent/Registrar to comply with any applicable tax reporting obligations, including without limitation, any cost basis reporting obligations under Section 6045 of the Code, as amended. The Paying Agent/Registrar shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

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. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

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 Authorized Denominations, 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 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 of Texas and in the absence of written notice 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:

(1) 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;

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

(3) 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

(4) 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, 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 letter of representations from the City to DTC. On the Closing 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 relevant Record Date, 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 letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A 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 4

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 4.

Section 4.2 Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at 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 of the Bond Fund pursuant to Article 6 of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$ _____ Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__ *	

*maturity

\$ _____ Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__ *	

*maturity

(b) At least forty-five (45) days prior to each scheduled mandatory sinking fund redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term 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 the Term Bonds required to be redeemed on any 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 Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3 Optional Redemption.

(a) The City reserves the option to redeem Bonds maturing on or after September 1, 20__ in whole or any part, before their respective scheduled maturity dates, on September 1, 20__, or on any date thereafter such redemption date or dates to be fixed by the City, 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.

(b) The City, at least 45 days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.4 Extraordinary Optional Redemption.

(a) Notwithstanding any provision in this Indenture to the contrary, but subject to the provisions of Section 4.6(d), the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any Business Day, at a Redemption Price of 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued and unpaid interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(h)) or any other transfers to the Redemption Fund under the terms of this Indenture, including from transfers of Foreclosure Proceeds and transfers pursuant to Sections 6.5(f), 6.5(h) and 6.3. The City direction for such redemption shall include details with regard to a corresponding reduction in the Bond Reserve Account Requirement.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least \$1,000 available in the Redemption Fund with which to redeem the Bonds.

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, 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 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 to be redeemed pursuant to optional or extraordinary optional redemption, such redemption shall be effected by redeeming Bonds in such manner as may be specified by the City in a City Certificate; provided, however that in the absence of such instruction from the City by the date required for the sending of notice of redemption pursuant to Section 4.6, the Bonds shall be redeemed by any method selected by the Trustee that results in a pro rata reduction of the Outstanding maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose.

(c) 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) 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 hereof, 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 reserves the right, in the case of an optional or extraordinary optional redemption pursuant to Sections 4.3 or 4.4 herein, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

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, and not otherwise rescinded as provided by, 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 or the principal of and interest on such Bonds, as applicable, 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 5

FORM OF THE BONDS

Section 5.1 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Initial Bond, and 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 Exhibit A to this Indenture 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 of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2 CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, 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 Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The City prohibits any Bond to be issued in a denomination of less than an Authorized Denomination and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than an Authorized Denomination 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 Owners of the Bonds¹ and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3 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 6

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:

- (1) Pledged Revenue Fund;
- (2) Bond Fund;
- (3) Project Fund;
- (4) Reserve Fund;
- (5) Redemption Fund;
- (6) Rebate Fund; and
- (7) Administrative Fund.

(b) Creation of Accounts.

(1) The following Accounts are hereby created and established within the Bond Fund:

(A) Principal and Interest Account.

(2) The following Accounts are hereby created and established within the Project Fund:

(A) Improvement Area C-3 Improvement Account;

(B) Costs of Issuance Account; and

(3) The following Accounts are hereby created and established within the Reserve Fund:

(A) Bond Reserve Account; and

(B) Delinquency and Prepayment Reserve Account.

(c) Each Fund and Account created within such Fund shall be only established as needed and maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds and Accounts 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:

(1) to the Bond Reserve Account: \$ _____;

(2) to the Costs of Issuance Account: \$ _____;

(3) to the Administrative Fund: \$ _____;

(4) to the Delinquency and Prepayment Reserve Account: \$ _____.

(5) to the Improvement Area C-3 Improvement Account of the Project Fund:
\$ _____.

Section 6.3 Pledged Revenue Fund.

(a) On or before February 1 (provided that Pledged Revenues have been received by the City, or if not, then as soon available) while the Bonds are Outstanding, beginning February 1, 2025, the City shall deposit or cause to be deposited the Pledged Revenues (which excludes, for the avoidance of doubt that portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited pursuant to Section 6.10 hereof) into the Pledged Revenue Fund which deposit shall be directed by the City to the Trustee pursuant to a City Certificate. Specifically, except as set forth in Section 6.3(f), the Pledged Revenues shall be deposited to the Pledged Revenue Fund to be used in the following order of priority:

(1) first, to the Bond Fund amounts sufficient to pay debt service on the Bonds coming due in the next Bond Year;

(2) second, to the Bond Reserve Account in an amount to cause the amount in the Bond Reserve Account to equal the Bond Reserve Account Requirement as described in Section 6.7(a) and Section 6.7(e);

(3) third, amounts representing Additional Interest to the Delinquency and Prepayment Reserve Account of the Reserve Fund in an amount equal to the Delinquency and Prepayment Reserve Requirement; and

(4) fourth, in accordance with the written direction of the City, to pay other costs permitted by the PID Act.

(b) Notwithstanding the foregoing, if any funds remain on deposit in the Pledged Revenue Fund after the transfers required by clauses (1) through (3) above are made, the City shall have the option, in its sole and absolute discretion, to transfer such excess funds into the Redemption Fund to redeem Bonds as provided in Article 4.

(c) The City or the Administrator on behalf of the City shall direct the Trustee in writing with respect to the portions of the Pledged Revenues to be deposited pursuant to Section 6.3(f) as Additional Interest, Prepayments or Foreclosure Proceeds. For the avoidance of doubt, all portions of the Annual Installment collected as Additional Interest shall be deposited pursuant only to (a)(3) above.

(d) 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, 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.

(e) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (d) 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.

(f) Notwithstanding Section 6.3(a) above:

(1) the Trustee shall deposit Additional Interest to the Pledged Revenue Fund and shall transfer all or a portion of such Additional Interest to the Delinquency and Prepayment Reserve Account as set forth in 6.3(a) above and as otherwise directed by Section 6.8(a) hereof; and

(2) the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund;

(3) the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund, to restore any transfers from the applicable account of the Reserve Fund made with respect to the Improvement Area C-3 Assessed Property to which the Foreclosure Proceeds relate, and second, to the Redemption Fund. Notwithstanding the foregoing, any portion of Foreclosure Proceeds that are attributable to Annual Collection Costs (as identified to the Trustee in writing) shall be deposited to the Administrative Fund, and any portion of Foreclosure Proceeds attributable to Delinquent Penalties and Interest (as identified to the Trustee in writing) shall be deposited to the Delinquency and Prepayment Reserve Account of the Reserve Fund until the Delinquency and Prepayment Reserve Requirement is met and then to the Administrative Fund.

(g) After satisfaction of the requirements to (i) provide for the payment of the principal and interest on the Bonds and (ii) to fund any deficiency that may exist in the Reserve Fund (including the funding of the Delinquency and Prepayment Reserve Account), the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid.

(h) Assessments representing Delinquent Penalties and Interest (as identified to the Trustee in writing) shall be deposited first to the Delinquency and Prepayment Reserve Account of the Reserve Fund until the Delinquency and Prepayment Reserve Account Reserve Requirement is met and then to the Administrative Fund.

(i) Any Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Assessments may be used under the PID Act and such payments shall be applied in accordance with written direction from a City Representative to the Trustee.

Section 6.4 Bond Fund.

(a) No later than 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 first from the Delinquency and Prepayment Reserve Account of the Reserve Fund and second from the Bond Reserve Account of the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Section 6.5 Project Fund.

(a) Money on deposit in the Improvement Area C-3 Improvement Account, and Costs of Issuance Account of the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates or pursuant to a closing memo drafted by the City's financial advisor for disbursement at closing of the Bonds.

(c) Except as otherwise provided in Sections 6.5(f) and 6.5(h) herein, money on deposit in the Improvement Area C-3 Improvement Account of the Project Fund, shall be used solely to pay the costs of the Improvement Area C-3 Projects as set forth in the applicable Certificate for Payment. Upon receipt of a reviewed and approved Certificate for Payment for any Improvement Area C-3 Project Costs, the Trustee shall make payment from the Improvement Area C-3 Improvement Account.

(d) [reserved]

(e) [reserved].

(f) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Area C-3 Improvement Account are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of any of the Improvement Area C-3 Projects, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area C-3 Improvement Account will ever be expended for the purposes thereof, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area C-3 Improvement Account that are not expected to be used for purposes thereof. If such City Certificate is so filed, the amounts identified on the City Certificate currently on deposit in the Improvement Area C-3 Improvement Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture.

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

(h) Upon the filing of a City Certificate stating that all Improvement Area C-3 Projects have been completed and that all Improvement Area C-3 Projects Costs have been paid, or that any such costs are not required to be paid from applicable subaccounts of the Improvement Area

C-3 Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Area C-3 Improvement Account to the Principal and Interest Account or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee and shall close the Improvement Area C-3 Improvement Account of the Project Fund.

(i) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6 Redemption Fund.

(a) Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article 4.

(b) The Trustee shall cause to be deposited to the Redemption Fund from Prepayments and Foreclosure Proceeds, an amount sufficient to redeem Bonds as provided in Section 4.4 on the dates specified for redemption as provided in Section 4.4. If after such transfer, 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 as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(c) The Trustee shall cause to be deposited to the Redemption Fund from Pledged Revenues and pursuant to any transfers made pursuant to Section 6.7, an amount sufficient to redeem Bonds as provided in Sections 4.2, 4.3 and 4.4 at the written direction of the City.

Section 6.7 Bond Reserve Account.

(a) The City agrees with the Owners of the Bonds to accumulate, and when accumulated, maintain in the Bond Reserve Account, an amount equal to not less than the Bond Reserve Account Requirement. Subject to subsection (c) below, all amounts deposited in the Bond Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund in the event of any deficiency in such Principal and Interest Account on any Interest Payment Date or any date on which principal of the Bonds is due.

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

(c) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the amount in the Bond Reserve Account exceeds the Bond Reserve Account Requirement, the Trustee shall provide written notice to the City Representative and the Administrator of the amount of the excess. Upon receipt of a City Certificate, the Trustee shall transfer such excess to (i) the Principal and Interest Account, (ii) the Redemption Fund or (iii) the

Administrative Fund (in compliance with Section 6.7(j) herein), as set forth in the City Certificate. The excess amounts transferred from the Bond Reserve Account to the Administrative Fund will be presumed to have been transferred, first, from sources other than Bond proceeds (including investment earnings on such proceeds) and, second, from amounts that are Bond proceeds (including investment earnings on such proceeds).

(d) [reserved]

(e) If, after a Bond Reserve Account withdrawal, the amount on deposit in the Bond Reserve Account is less than the Bond Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Bond Reserve Account the amount of such deficiency, in accordance with Section 6.3, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(f) At the final maturity of the Bonds, the amount on deposit in the Bond 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.

(g) If the amount held in the Bond Reserve Account, together with the amounts held in the Pledged Revenue Fund and the Principal and Interest Account and Redemption Fund, is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the City may, pursuant to a City Certificate transfer such moneys to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

(h) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Bond Reserve Account shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds as detailed in a City Certificate. The amount so transferred from the Bond Reserve Account shall be a proportional amount equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Bond Reserve Account, as a percentage of the Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Bond Reserve Account, as a percentage of the Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest on the Bonds, 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 as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(i) If the amount held in the Bond Reserve Account, together with the amounts held in the Pledged Revenue Fund, Principal and Interest Account and Redemption Fund, is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

(j) The cumulative amount of any Bond proceeds (including investment earnings on such proceeds) that are transferred to the Administrative Fund pursuant to the provisions of Section 6.7(c) and subsequently used for the payment of operating costs directly relating to the Improvement Area C-3 Projects will not exceed 5% of sale proceeds of the Bonds. The Trustee shall have no liability or responsibility for compliance with this section so long as it follows the written instructions from the City.

Section 6.8 Delinquency and Prepayment Reserve Account.

(a) In addition to the initial deposit to the Delinquency and Prepayment Reserve Account of the Reserve Fund pursuant to Section 6.2, Additional Interest shall be deposited to the Delinquency and Prepayment Reserve Account of the Reserve Fund pursuant to Section 6.3 herein until such time that the amount on deposit in the Delinquency and Prepayment Reserve Account is at least equal to the Delinquency and Prepayment Reserve Requirement. Whenever, at the written request of the City Representative, on any Interest Payment Date or on any other date, the amount in the Delinquency and Prepayment Reserve Account exceeds the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess. The City shall direct the Trustee in writing to transfer the amounts of such excess in the Delinquency and Prepayment Reserve Account to (i) the Bond Reserve Account to restore any deficiency in the Bond Reserve Account up to the Bond Reserve Account Requirement, (ii) the Administrative Fund for payment of Annual Collection Costs (in compliance with Section 6.7(j) herein), or (iii) to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.3. The excess amounts transferred from the Delinquency and Prepayment Reserve Account of the Reserve Fund to the Administrative Fund will be presumed to have been transferred, first, from sources other than Bond proceeds (including investment earnings on such proceeds) and, second, from amounts that are Bond proceeds (including investment earnings on such proceeds). In the event that the Trustee does not receive a City Certificate directing the transfer of the excess Delinquency and Prepayment Reserve funds within forty-five (45) days of providing notice to the City of such excess Delinquency and Prepayment Reserve amount, the Trustee shall transfer the excess Delinquency and Prepayment Reserve amount to the Redemption Fund and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer if compliant with this section.

(b) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, if there are insufficient funds in the Redemption Fund from such Prepayments to redeem the Bonds on their redemption date, the Trustee shall transfer funds from the Delinquency and Prepayment Reserve Account to the Redemption Fund in the amount of the deficiency and such funds shall be used to redeem Bonds pursuant to Section 4.4. The Trustee shall incur no liability for the validity of this transfer if in compliance with this section.

Section 6.9 Rebate Fund.

(a) 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 is not security for the Bonds.

(b) In order to assure that the amount required to be rebated to the federal government is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made as directed by the City in a written direction and in accordance with the Code, Tax Certificate and Section 8.6 hereof. The Trustee may conclusively rely on such written instructions as set forth in this section and shall not be responsible for any loss or liability resulting from the investment of funds hereunder.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 8.6 and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section and Section 8.6 in the absence of written instructions from the City.

(d) If, on the date of each calculation made Article 8 the amount on deposit in the Rebate Fund exceeds the amount required to be rebated to the federal government, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the amount required to be rebated to the federal government to the Bond Fund.

Section 6.10 Administrative Fund.

(a) The City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs and Delinquent Collection Costs. The City or the Administrator, on behalf of the City, shall direct the Trustee pursuant to the City Certificate with respect to the portions of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs to be deposited pursuant to this section.

(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 Certificate 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 is not security for the Bonds.

(c) In accordance with Section 10.6 hereof, the Trustee shall transfer its authorized fees and expenses from the Administrative Fund to pay the foregoing unless the Trustee receives written objection from the City within 10 Business Days of its delivery of notice of such costs to the City. No City Certificate is necessary for the Trustee to receive compensation for the services rendered hereunder.

Section 6.11 Investment of Funds.

(a) Money in any Fund established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) Business Days in advance of the making of such investment in time deposits, other bank deposit products, or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act Chapter 2256 Texas Government Code, as amended, or any successor law, as in

effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times set forth in this Indenture. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments 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 are held by or on behalf of each such Fund. If necessary, the Trustee is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Indenture to prevent any default. In the absence of investment instructions from the City, the Trustee shall hold monies held by it uninvested and shall have no obligation to invest or reinvest such monies.

(b) Obligations purchased as an investment of moneys in any Fund 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.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment and may receive compensation in connection with any investment if authorized by the City Representative in writing. 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, shall have no discretion in the investment of funds and may conclusively rely on the City's written instructions as to the directed investments. 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 the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, the Trustee is not required to provide brokerage confirmations unless the Trustee receives a written request from 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. No monthly cash transaction statement need to be furnished if no activity occurred during such month.

(f) The Trustee may conclusively rely on City Certificates pursuant to Section 6.11(a) that such an investment will comply with the City's investment policy and with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

Section 6.12 Investment Income.

(a) Interest and income derived from investment of the Project Fund shall be deposited to the credit of the Principal and Interest Account of the Bond Fund.

(b) Interest and income derived from investment of the Bond Fund shall be credited to the Principal and Interest Account of the Bond Fund.

(c) Interest and income derived from investment of the Bond Reserve Account and Delinquency and Prepayment Reserve Account of the Reserve Fund shall be credited to such Accounts.

Section 6.13 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 7

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 respective Improvement Area C-3 Assessed Property from which the Pledged 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 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.

(b) The City will determine or cause to be determined, no later than April 1 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 Improvement Area C-3 Assessed Property.

Section 7.3 Against Encumbrances.

(a) Other than bonds issued to refund all or a portion of the 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 Pledged Revenues, 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 Refunding Bonds issued to refund all or a portion of the Bonds, secured by any pledge of or other lien or charge on the Pledged Revenues 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 of the Bonds or Outstanding Bonds or any interest thereon remain outstanding and unpaid and the obligation to the Developer to reimburse it for funds it has contributed to pay Improvement Area C-3 Project Costs remain outstanding and unpaid, 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.

ARTICLE 8

FEDERAL INCOME TAX MATTERS

Section 8.1 General.

The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on any issue of Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with each issue of Bonds.

Section 8.2 No Private Activity Bonds.

The City covenants that it will use the proceeds of each issue of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code.

Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes an issue of the Bonds to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations. The City covenants and agrees that the levied Assessments will meet the requirements for the “tax assessment loan exception” within the meaning of Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements.

Section 8.3 No Federal Guaranty.

The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause an issue of Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

Section 8.4 No Hedge Bonds.

The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause an issue of Bonds to be “hedge bonds” within the meaning of Section 149(g) of the Code.

Section 8.5 No-Arbitrage.

The City covenants that it will make use of the proceeds of each issue of Bonds (including investment income) and regulate the investment of such proceeds of each such issue of Bonds so that such issue will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

Section 8.6 Arbitrage Rebate.

The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds each issue of Bonds, be rebated to the United States.

Section 8.7 Information Reporting.

The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning each issue of Bonds in accordance with section 149(e) of the Code.

Section 8.8 Record Retention.

The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

Section 8.9 Registration.

If an issue of Bonds are “registration-required bonds” under section 149(a)(2) of the Code, such issue will be issued in registered form.

Section 8.10 Favorable Opinion of Bond Counsel.

Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received a Favorable Opinion of Bond Counsel.

Section 8.11 Continuing Obligation.

Notwithstanding any other provision of this Indenture, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of an issue of Bonds for as long as such matters are relevant to the excludability of interest on such issue Bonds from gross income for federal income tax purposes.

ARTICLE 9

LIABILITY OF CITY

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.

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.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved by the City 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 revenues or other funds or otherwise incur any financial liability in the performance of any of its obligations hereunder, the sole source of payment of obligations incurred by the City under the Bond Documents being limited to the Pledged Revenues.

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.

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 it may deem reasonable.

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 10

THE TRUSTEE

Section 10.1 Trustee as Registrar and Paying Agent.

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

Section 10.2 Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, 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 pursuant to a written instrument by the Owners of the Bonds 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. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers as Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder. To the extent permitted by law, the Owners agree to indemnify the Trustee for, and to hold it harmless against, any loss, liability, or expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of this Indenture or the Trust Estate, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its rights or duties hereunder.

Section 10.3 Responsibilities of the Trustee.

The Trustee accepts the trusts imposed upon it by this Indenture, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article, to all of which the parties hereto and the Owners agree.

(a) Prior to the occurrence of an Event of Default of which the Trustee has been notified in writing, and after the cure or waiver of all defaults or Events of Default which may have occurred,

(1) the Trustee undertakes to perform only those duties and obligations which are set forth specifically and expressly in this Indenture, and no other duties or obligations shall be implied to the Trustee, these duties shall be deemed purely ministerial in nature and the Trustee shall not be liable except for the performance of such duties, and no implied covenants shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform on their face to the requirements of this Indenture.

(b) In case an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified in writing, or is deemed to have notice pursuant to subparagraph (k) below), the Trustee shall, subject to the rights and limitations of liabilities contained herein, exercise those rights and powers vested in it by this Indenture and shall, subject to the rights and limitations of liabilities contained herein, use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(1) this subparagraph shall not be construed to affect the limitation of the Trustee's duties and obligations provided in subparagraph (a)(1) of this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in subparagraph (a)(2) of this Section;

(2) the Trustee shall not be liable for any action taken or error of judgment made in good faith by any one of its officers, employees or agents, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts;

(3) 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 written direction of the controlling Owners 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; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(5) This subparagraph shall not be construed to affect Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties provided in Section 10.2 (with respect to actions taken without negligence, bad faith or willful misconduct) or subparagraphs (d)-(v) of this Section, or otherwise provided for in this Indenture.

Whether or not therein expressly so provided, every provision of this Indenture or any other Bond Document relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article 10.

(d) 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 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, or (v) to undertake any other action unless specifically authorized pursuant to a written direction provided by the City or pursuant to this Indenture.

(e) 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.

(f) 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 responsible or liable for incidental, indirect, punitive, special or consequential losses or damages in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area C-3 Projects irrespective of whether the Trustee has been advised of the likelihood of such losses or damages and regardless of such losses or damages and regardless of the form of action. The Trustee shall have no liability for any action taken, or errors in judgment made in good faith by it or any of its officers, agents or employees unless it shall have been negligent in employing such agent or in ascertaining the pertinent facts.

(g) The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees (but shall be answerable therefor only in accordance with the standard specified above), and (ii) shall be entitled to the advice of counsel concerning all matters of trusts hereof and duties hereunder.

(h) Except for its certificate of authentication on the Bonds, the Trustee shall not be responsible for:

(1) the validity, priority, recording, re-recording, filing or re-filing of this Indenture or any Supplemental Indenture,

(2) any instrument or document of further assurance or collateral assignment,

(3) the filing, execution, delivery, recording or authorization of any financing statements, amendments thereto or continuation statements (unless otherwise instructed in this Indenture),

(4) insurance of the Improvement Area C-3 Projects or collection of insurance money,

(5) the validity of the execution by the City of this Indenture, any Supplemental Indenture or instruments or documents of further assurance, or

(6) the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(i) The Trustee shall not be accountable for the application by any Person of the proceeds of any Bonds authenticated or delivered hereunder.

(j) The Trustee may request, conclusively rely on and shall be protected, in the absence of bad faith or negligence on its part, in acting upon any notice, request, direction, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the written direction, request, authority

or consent of any Person who is the Owner of any Bonds at the time of making the request or giving the authority or consent, shall be conclusive and binding upon all future Owners of the same Bond and of Bonds issued in exchange therefor or in place thereof.

(k) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default, except Events of Default described in Section 12.1(1), 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 more than 50% of the aggregate outstanding principal amount of Bonds referring to this Indenture, describing such Event of Default and stating that such notice is a “notice of default”. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted above.

(l) The Trustee shall not be required to give any bond or surety with respect to the execution of these trusts and powers or otherwise in respect of the premises.

(m) Any resolution by the City, and any opinions, certificates and other instruments and documents for which provision is made in this Indenture, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

(n) The Trustee shall be entitled to file proofs of claim in bankruptcy. Ordinary trustee and paying agent/registrars fees and expenses and extraordinary fees and expenses of the Trustee and the Paying Agent/Registrar incurred hereunder are intended to constitute Annual Collection Costs in bankruptcy.

(o) 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 for trustee and paying agent/registrars services shall survive the Trustee’s resignation or removal, the discharge of this Indenture, and final payment of the Bonds.

(p) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit), irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(q) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(r) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(s) The Trustee shall not be responsible or liable for the environmental condition or any contamination of the Improvement Area C-3 Projects or any real property or improvements related thereto or for any diminution in value of the same as a result of any contamination by any hazardous substance, hazardous material, pollutant or contaminant. The Trustee shall not be liable for any claims by or on behalf of the Owners or any other person or entity arising from contamination by any hazardous substance, hazardous material, pollutant or contaminant, and shall have no duty or obligation to assess the environmental condition of the Improvement Area C-3 Projects or any real property or improvements related thereto or with respect to compliance thereof under state or federal laws pertaining to the transport, storage, treatment or disposal of, hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits or licenses issued under such laws.

(t) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the City, or any of its directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all other persons or entities of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other party or Person.

(u) In the event that any 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 such assets, the Trustee is hereby expressly authorized to respond 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, at its own expense, 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.

(v) 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 that prohibits the required actions of the Trustee pursuant to this Indenture; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage of computer systems by outside actors; new epidemics not in effect on the date of this Indenture; riots; loss or malfunctions of utilities, computer (hardware or software) communications service, or interruptions or accidents that are not caused by the Trustee's actions or inactions, including failure to maintain or upgrade equipment or software; 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 on the date a transfer of funds is required.

Section 10.4 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 10.5 Trustee Protected in Relying on Certain Documents.

The Trustee may, at the expense of the Owners, request, conclusively rely on and shall be protected in acting or refraining from acting upon any resolution, instrument, report, direction, order, judgment, notice, opinion, request, consent, waiver, certificate, statement, affidavit, requisition, bond, debenture, note 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, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant to be qualified in relation to the subject matter or selected by the City in accordance with this Indenture, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of, and the Trustee shall not be liable for, any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

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 Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate 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 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 10.13 herein.

Section 10.6 Compensation.

From time to time, the Trustee shall determine and the Trustee shall provide the City Representative with an invoice setting forth the reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, 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, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by a specific agreement, if any, 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. Unless written objection is made invoice received by the City within ten (10) days of its delivery to the City, the Trustee shall transfer from the Administrative Fund the amount set forth thereon. 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 there are 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 may make such payment from lawfully available funds under the Indenture (other than funds designated by the City for arbitrage rebate purposes) in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

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, costs and expenses, occasioned by any such delay, controversy, litigation or event; provided, however, that all such payments to the Trustee shall be only from funds available in the Administrative Fund. or if such funds are insufficient then the Owner of Bonds shall provide such payment.

Section 10.7 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 in aggregate outstanding principal amount of the Bonds.

Section 10.8 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' written 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 earlier of the appointment of a successor as provided in Section 9.10 or the appointment of a successor trustee by a court of competent jurisdiction pursuant to Section 9.10 hereof and the acceptance of such appointment by such successor.

Section 10.9 Removal of Trustee.

The Trustee may be removed at any time upon at least 30 days prior written notice by (i) the Owners of at least a majority of the aggregate outstanding principal 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% of the aggregate outstanding principal of the Bonds.

Section 10.10 Successor Trustee.

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.

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 twenty-five percent (25%) of the aggregate outstanding principal 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.

Until such successor trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith (and in no event in excess of thirty (30) days after such vacancy occurs) 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 thirty (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 requisite Owners of Bonds.

If in a proper case no appointment of a successor trustee shall be made within thirty (30) days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein 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.

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.

Each successor trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds, and each of the Owners of the Bonds.

Section 10.11 Transfer of Rights and Property to Successor Trustee.

Any successor trustee appointed under the provisions of Section 10.10 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 (without representation or warranty, express implied or statutory) 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 any 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 10.12 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, and will have and succeed to the rights, powers, duties, immunities and privileges as predecessor, 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 10.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 10.13 Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, 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. The Trustee shall only be responsible for making such filings upon written direction from the City. The Trustee shall have no responsibility to file financing statements or continuation statements other than to file continuation statements that are delivered to it.

Section 10.14 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 aggregate outstanding principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 10.15 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 11

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 11.1 Amendments Permitted.

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 at a majority of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the 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, or (ii) permit the creation by the City of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws or this Indenture), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its prior written consent.

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:

(1) 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;

(2) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(3) 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 and the Trustee 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; and

(4) 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.

Section 11.2 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 rules and regulations for the conduct of said meeting.

Section 11.3 Procedure for Amendment with Written Consent of Owners.

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 11.1 herein, to take effect when and as provided in this Section. The City shall provide written direction to the Trustee to provide a copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, be mailed by the Trustee first class mail 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.

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 and a notice shall have been mailed as hereinafter in this Section provided. 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 12.6 herein. 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.

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 11.3 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 ninety (90) 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 ninety-day period.

Section 11.4 Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article 11, 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 11.5 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 11 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 Payment/Transfer Office of the Trustee, 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 11.6 Amendatory Endorsement of Bonds.

The provisions of this Article 11 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 11.7 Execution of Supplemental Indenture.

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 and any Applicable Laws. The Trustee may,

but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

ARTICLE 12

DEFAULT AND REMEDIES

Section 12.1 Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(1) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(2) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(3) 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; and

(4) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the aggregate outstanding principal amount of the Bonds at the time Outstanding requesting that the failure be remedied.

Section 12.2 Immediate Remedies for Default.

(a) Subject to Article 8, upon the happening and continuance of any of the Events of Default described in Section 12.1, the Owners of at least 25% aggregate outstanding principal amount of the Bonds then Outstanding, may proceed against the City for the purpose of protecting and enforcing 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) 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 all 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 Certificate, 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 Certificate, 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.

(d) Whenever moneys are to be applied pursuant to this Article 12, 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 Applicable Laws 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 proper for the purpose which may be designated in such request.

Section 12.3 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, (ii) such default has become an Event of Default and the Owners of 25% of the 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 herein, (iv) the Trustee has for ninety (90) 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 direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered 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; 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 registered owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall 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 9, 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 12.4 Application of Revenues and Other Moneys After Default.

(a) 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 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), 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 12.2 hereof, 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 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

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.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 12.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 12.1, 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 12.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 12.5 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 12.6 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 of Bonds 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:

(1) 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.

(2) 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 Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 12.7 Waiver of Default.

With the written consent 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 the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 12.8 No Acceleration.

In the event of the occurrence of an Event of Default under Section 12.1 hereof, 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 12.9 Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 12.10 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 13

GENERAL COVENANTS AND REPRESENTATIONS

Section 13.1 Representations as to Pledged Revenues.

(a) The City represents and warrants that Applicable Laws authorize the City to 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 Pledged Revenues are 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 Pledged Revenues 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 available funds, the City will 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.

(d) To the extent permitted by law and reasonably practical, 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. Notwithstanding the foregoing, if the City is unable in every year to send notice of the Annual Installment on the same statement as ad valorem taxes, the City shall send or shall cause

to be sent, a separate notice of the Annual Installment in a timely fashion such that the Annual Installment can be collected in the same time frame as ad valorem taxes.

Section 13.2 General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE 14

SPECIAL COVENANTS

Section 14.1 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 14.2 Additional Obligations; Other Obligations or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 14.2, to issue Additional 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) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture other than (i) a lien or pledge subordinate to the lien and pledge of such property related to the Bonds, and (ii) a lien for Refunding Bonds.

(c) 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 or omitted 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; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds and Accounts; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond

Counsel or counsel to the Trustee, the same would adversely affect the ability of the City to timely pay the debt service due and owing on the Bonds.

Section 14.3 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 dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds and Accounts, 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 14.3 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. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE 15

PAYMENT AND CANCELLATION OF THE BONDS
AND SATISFACTION OF THE INDENTURE

Section 15.1 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 14.

Section 15.2 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 the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in 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 15.3 Bonds Deemed Paid.

All 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 if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys

deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. 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. 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 in writing 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, only upon receipt by the Trustee of (i) a report by an independent certified public accountant selected by the City, after giving effect to such request, verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (ii) an opinion of Bond Counsel stating that that no adverse federal tax consequences will result from reinvesting such cash. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE 16

MISCELLANEOUS

Section 16.1 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 16.2 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 16.3 Execution of Documents and Proof of Ownership by Owners.

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.

Except as otherwise herein expressly provided, 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.

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.

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 16.4 Waiver of Personal Liability.

No member of the City Council of the City, or any 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 16.5 Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate or Certificate for payment shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:

City of Mesquite, Texas
1515 N. Galloway Ave.
Mesquite, Texas 75149
Attn: City Manager
Telephone: (972) 288-7711

With a copy to:

City of Mesquite, Texas
1515 N. Galloway Ave.
Mesquite, Texas 75149
Attn: City Attorney
Telephone: (972) 288-7711

And:

Bracewell LLP
Attn: Julie Partain
1445 Ross Ave.
Suite 3800
Dallas, Texas 75202
Email: julie.partain@bracewell.com
(214) 758-1606

If to the Trustee, also acting in the capacity of
Paying Agent/Registrar:

Wilmington Trust, National Association
Attention: Parker Merritt
15950 North Dallas Parkway, Suite 200
Dallas, TX 75248
(714) 384-4174
pmerritt@wilmingtontrust.com

Any such notice, demand, or request may also be transmitted to the appropriate party by 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.

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 (5) Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to the Indenture and delivered using Electronic Means (“Electronic Means” means the following communications methods: email, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are

solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such Instructions conflict or are inconsistent with a subsequent written Instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 16.6 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 any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 16.7 Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 16.8 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 16.9 Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 16.10 Statutory Verifications. The Trustee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a

profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(a) *Not a Sanctioned Company.* 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 2270.0201, Government Code. The foregoing representation 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.

(b) *No Boycott of Israel.* 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 will not boycott Israel during the term of this Indenture. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities.* The Trustee 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 Indenture. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies.* The Trustee 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 Indenture. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 16.11 Form 1295 Exemption.

The Trustee represents that it is a wholly owned subsidiary of M&T Bank Corporation, a publicly traded business entity, and therefore this Indenture is exempt from Section 2252.908, Texas Government Code, as amended.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF MESQUITE, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

[CITY SEAL]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, AS TRUSTEE

By: _____
Authorized Officer

EXHIBIT A

(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.

THE TRANSFER OF THIS BOND IS SUBJECT TO THE TERMS AND RESTRICTIONS DESCRIBED HEREIN.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF MESQUITE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(SOLTERRA PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA C-3 PROJECTS)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	September 1, ____	_____, 2024	_____

The City of Mesquite, 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 Date of Delivery, 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 commencing on March 1, 2025, and on each March 1 and September 1 thereafter until maturity or prior redemption.

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 Dallas, Texas (the “Designated Payment/Transfer Office”), of Wilmington Trust, National Association, a national banking association, as trustee and paying agent/registrars (the “Trustee,” which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrars, 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, 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 fifteenth 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 (the “Special Payment Date,” which shall be 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 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 October 1, 2024 and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of October 1, 2024 (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 or reimbursing a portion of the Improvement Area C-3 Projects Costs, (ii) funding a debt service reserve fund for payment of principal and interest on the Bonds, (iii) funding a portion of the Delinquency and Prepayment Account, and (iv) paying the costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. 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.

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 \$100,000, or any integral multiple of \$1,000 in excess thereof (“Authorized Denominations”), subject to the partial redemption provisions of the Indenture authorizing redemptions of less than \$100,000 in denominations of \$1,000 and any multiple of \$1,000 in excess thereof.

The Bonds are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at 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 of the Bond Fund pursuant to Article 6 of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$ _____ Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__ *	

*maturity

\$ _____ Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__*

*maturity

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments 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 the Indenture.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date 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 sinking fund redemption date (i) shall have been acquired by the City and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 2053 before their scheduled maturity dates, in whole or in part, on any date, on or after September 1, 2033, such redemption date or dates to be fixed by the City, at a price of par plus accrued and unpaid interest to the date of redemption:

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any Business Day, 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, other transfers to the Redemption Fund pursuant to the Indenture, or any other transfers to the Redemption Fund permitted in the Indenture.

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 notice so given

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

The City reserves the right, in the case of an optional or extraordinary optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

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 Trustee 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.

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 OF MESQUITE, TEXAS; DALLAS COUNTY, TEXAS; 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 Council of the City has caused this Bond to be executed under the official seal of the City.

City Secretary, City of Mesquite, Texas

Mayor, City of Mesquite, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on each 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 an opinion 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

By: _____
Authorized Signatory

DATED: _____

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and 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 transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

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), (b) and (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) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Installments Interest Rates"

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. ____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the “Indenture”) relating to the “City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2024 (Solterra Public Improvement District Improvement Area C-3 Projects)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

The undersigned is an agent for _____, a Texas limited partnership (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

The Improvement Area C-3 Improvement Account of the Project Fund from Wilmington Trust, National Association, (the “Trustee”), in the amount of _____ (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Improvement Area C-3 Projects providing a special benefit to property within the Solterra Public Improvement District.

In connection with 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 Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Improvement Area C-3 Projects 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 itemized amounts listed for the Improvement Area C-3 Projects below is a true and accurate representation of the Improvement Area C-3 Projects associated with the creation, acquisition, or construction of said Improvement Area C-3 Projects and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Improvement Area C-3 Projects as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, related to property located in the Solterra Public Improvement District or the TIRZ and has no outstanding delinquencies for such taxes or Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Improvement Area C-3 Projects referenced below (or its completed segment) has been completed, and the City has inspected such Improvement Area C-3 Projects (or its completed segment).

8. 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.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Improvement Area C-3 Projects identified may be paid until the work with respect to such Improvement Area C-3 Project has been completed and the City has accepted such Improvement Area C-3 Project.

10. Developer has completed the spreadsheet required by the City's PID Administrator and has attached the completed spreadsheet to this Payment Certificate.

11. 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.

12. Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Improvement Area C-3 Project and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

13. Developer has submitted or attached hereto any documents or schedules required by the City's PID Administrator.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, a Texas limited
partnership

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

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 authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Improvement Area C-3 Project.

Amount of Payment Certificate Request	Amount requested be paid from the Improvement Area C-3 Account
\$ _____	\$ _____

CITY OF MESQUITE, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX B

FORM OF SERVICE AND ASSESSMENT PLAN

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

Solterra Public Improvement District

2024 A&R SERVICE AND ASSESSMENT PLAN

OCTOBER 7, 2024



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

TABLE OF CONTENTS

Table of Contents	1
Introduction	4
Section I: Definitions	6
Section II: The District	23
Section III: Authorized Improvements	24
Section IV: Service Plan	32
Section V: Assessment Plan	33
Section VI: Terms of the Assessments	46
Section VII: Assessment Roll	52
Section VIII: Additional Provisions	53
Section IX: Additional Information.....	54
Exhibits.....	67
Appendices.....	68
Exhibit A-1 – Map of the District.....	69
Exhibit A-2 – Map of Improvement Zone A	70
Exhibit A-3 – Map of Improvement Area A-1.1	71
Exhibit A-4 – Map of Improvement Area A-1.2	72
Exhibit A-5 – Map of Improvement Area A-1.3	73
Exhibit A-6 – Map of Improvement Zone A Remainder Area	74
Exhibit A-7 – Map of Improvement Zone B	75
Exhibit A-8 – Map of Improvement Zone C	76
Exhibit A-9 – Map of Improvement Area C-1.....	77
Exhibit A-10 – Map of Improvement Area C-2.....	78
Exhibit A-11 – Map of Improvement Area C-3.....	79
Exhibit A-12 – Map of Improvement C Remainder Area	80
Exhibit A-13 – Improvement Zone A Lot Type Classification Map	81
Exhibit A-14 – Improvement Zone C Lot Type Classification Map.....	82
Exhibit B-1 – Authorized Improvements – Improvement Zone A	83
Exhibit B-2 – Authorized Improvements – Improvement Zone B.....	84
Exhibit B-3 – Authorized Improvements – Improvement Zone C.....	85

Exhibit B-4 – Authorized Improvements – Summary	87
Exhibit B-5 – Apportionment of Costs	88
Exhibit C – Service Plan	89
Exhibit D – Sources and Uses of Funds	91
Exhibit E – Maximum Assessment and Tax Rate Equivalent	92
Exhibit F – TIRZ No. 15 Annual Credit Amount by Lot Type.....	93
Exhibit G-1 – Improvement Area A-1.1 Assessment Roll.....	94
Exhibit G-2 – Improvement Area A-1.1 Annual Installments	101
Exhibit H-1 – Improvement Area A-1.2 Assessment Roll.....	102
Exhibit H-2 – Improvement Area A-1.2 Annual Installments	110
Exhibit I-1 – Improvement Area A-1.3 Assessment Roll	111
Exhibit I-2 – Improvement Area A-1.3 Annual Installments	114
Exhibit J-1 – Improvement Area C-1 Assessment Roll	115
Exhibit J-2 – Improvement Area C-1 Annual Installments	119
Exhibit K-1 – Improvement Area C-2 Assessment Roll	120
Exhibit K-2 – Improvement Area C-2 Annual Installments	124
Exhibit L-1 – Improvement Area C-3 Assessment Roll.....	125
Exhibit L-2 – Improvement Area C-3 Annual Installments.....	130
Exhibit M-1 – Maps of Improvement Zone A Improvements.....	131
Exhibit M-2– Maps of Improvement Area A-1 Improvements.....	135
Exhibit M-3 – Maps of Improvement Zone C Improvements	140
Exhibit M-4 – Maps of Improvement Area C-1 Improvements	145
Exhibit M-5 – Maps of Improvement Area C-2 Improvements	150
Exhibit M-6 – Maps of Improvement Area C-3 Improvements	155
Exhibit M-7 – Maps of Major Improvements	160
Exhibit N – Form of Notice of Assessment Termination.....	163
Exhibit O-1 – Debt Service Schedule for Improvement Area A-1 Bonds	166
Exhibit O-2 – Debt Service Schedule for Improvement Area C-1 Bonds	167
Exhibit O-3 – Debt Service Schedule for Improvement Area C-2 Bonds	168
Exhibit O-4 – Debt Service Schedule for Improvement Area C-3 Bonds	169
Exhibit P-1 – District Legal Description	170
Exhibit P-2 – Improvement Zone A Legal Description	176
Exhibit P-3 –Improvement Area A-1.1 Legal Description	184

Exhibit P-4 –Improvement Area A-1.2 Legal Description	194
Exhibit P-5 –Improvement Area A-1.3 Legal Description	202
Exhibit P-6 – Improvement Zone B Legal Description	212
Exhibit P-7 – Improvement Zone C Legal Description	217
Exhibit P-8 – Improvement Area C-1 Legal Description.....	221
Exhibit P-9 – Improvement Area C-2 Legal Description.....	225
Exhibit P-10 – Improvement Area C-3 Legal Description.....	232
Appendix A – Engineer’s Report	244
Appendix B – Buyer Disclosures.....	321
Solterra Public Improvement District Improvement Area A-1.1 Lot Type 1 Buyer Disclosure ..	322
Solterra Public Improvement District Improvement Area A-1.1 Lot Type 2 Buyer Disclosure ..	328
Solterra Public Improvement District Improvement Area A-1.1 Lot Type 3 Buyer Disclosure ..	334
Solterra Public Improvement District Improvement Area A-1.1 Lot Type 4 Buyer Disclosure ..	340
Solterra Public Improvement District Improvement Area A-1.2 Lot Type 5 Buyer Disclosure ..	346
Solterra Public Improvement District Improvement Area A-1.2 Lot Type 6 Buyer Disclosure ..	352
Solterra Public Improvement District Improvement Area A-1.2 Lot Type 7 Buyer Disclosure ..	358
Solterra Public Improvement District Improvement Area A-1.2 Lot Type 8 Buyer Disclosure ..	364
Solterra Public Improvement District Improvement Area A-1.3 Lot Type 9 Buyer Disclosure ..	370
Solterra Public Improvement District Improvement Area C-1 Initial Parcel Buyer Disclosure ..	376
Solterra Public Improvement District Improvement Area C-1 Lot Type 10 Buyer Disclosure....	382
Solterra Public Improvement District Improvement Area C-1 Lot Type 11 Buyer Disclosure....	388
Solterra Public Improvement District Improvement Area C-2 Initial Parcel Buyer Disclosure ..	394
Solterra Public Improvement District Improvement Area C-2 Lot Type 12 Buyer Disclosure....	400
Solterra Public Improvement District Improvement Area C-2 Lot Type 13 Buyer Disclosure....	406
Solterra Public Improvement District Improvement Area C-3 Initial Parcel Buyer Disclosure ..	412
Solterra Public Improvement District Improvement Area C-3 Lot Type 14 Buyer Disclosure....	418
Solterra Public Improvement District Improvement Area C-3 Lot Type 15 Buyer Disclosure....	424

INTRODUCTION

Capitalized terms used in this 2024 A&R Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2024 A&R 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 2024 A&R Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2024 A&R Service and Assessment Plan for all purposes.

On April 5, 2021, the City Council passed and approved Resolution No. 15-2021 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 1,424.398 acres located within the corporate limits of the City, as described by the legal description on **Exhibit P-1** and depicted on **Exhibit A-1**.

On July 7, 2023, the City Council approved the 2023 Service and Assessment Plan and the Improvement Area C-3 Reimbursement Agreement and levied the Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District by approving the 2023 Assessment Ordinance. The 2023 Service and Assessment Plan identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The City also adopted an Assessment Roll for Improvement Area A-1.1, Improvement Area A-1.2, Improvement A-1.3, Improvement Area C-1, Improvement Area C-2, and Improvement Area C-3 identifying the Assessment on each Parcel of Assessed Property, based on the method of assessment identified in the 2023 Service and Assessment Plan.

This 2024 A&R Service and Assessment Plan serves to update the 2023 Service and Assessment Plan in its entirety for the purposes of (1) issuing the Improvement Area C-3 Bonds to fund the Improvement Area C-3 Reimbursement Agreement and (2) updating the Assessment Roll.

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

The PID Act requires that the Service Plan include an Assessment Plan that apportions the Actual Costs of the Authorized Improvements to be assessed against the Assessed Property within the

District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Assessment Roll for Improvement Area A-1.1 is included as **Exhibit G-1**. The Assessment Roll for Improvement Area A-1.2 is included as **Exhibit H-1**. The Assessment Roll for Improvement Area A-1.3 is included as **Exhibit I-1**. The Assessment Roll for Improvement Area C-1 is included as **Exhibit J-1**. The Assessment Roll for Improvement Area C-2 is included as **Exhibit K-1**. The Assessment Roll for Improvement Area C-3 is included as **Exhibit L-1**.

[Remainder of page intentionally left blank.]

SECTION I: DEFINITIONS

“2023 Assessment Ordinance” means Ordinance No. 5031 approved and adopted by the City Council on July 17, 2023, which levied the Improvement Area A-1.1 Assessment, Improvement Area A-1.2 Assessment, Improvement Area A-1.3 Assessment, Improvement Area C-1 Assessment, Improvement Area C-2 Assessment, and Improvement Area C-3 Assessment against Improvement Area A-1.1, Improvement Area A-1.2, Improvement Area A-1.3, Improvement Area C-1, Improvement Area C-2, and Improvement Area C-3, respectively, and approved the 2023 Service and Assessment Plan.

“2023 Service and Assessment Plan” means the Solterra Public Improvement District Final Service and Assessment Plan that was approved by the City Council on July 17, 2023.

“2024 A&R Service and Assessment Plan” means this Solterra Public Improvement District Service and Assessment Plan as updated, amended, or supplemented from time to time.

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developers, (either directly or through affiliates), including : (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if the Developer is serving as construction manager but not the general contractor.

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

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

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this 2024 A&R Service and Assessment Plan, any Indenture, or any

other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this 2024 A&R Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and may reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the PID Bonds, if applicable. The principal and interest amount in an Annual Installment may be reduced by the TIRZ No. 15 Annual Credit Amount.

“Annual Service Plan Update” means an update to this 2024 A&R Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Apportioned Property” means any Parcel within the District against which the costs of the Authorized Improvements are apportioned based on special conferred benefit and against which an Assessment is anticipated to be levied, but has not yet been levied.

“Apportionment of Costs” means an amount allocated by this 2024 A&R Service and Assessment Plan to a Parcel within the District for future Authorized Improvement costs, other than Non-Benefited Property, subject to a future levy of Assessments by the City, as shown on **Exhibit B-5**, and also subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

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

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

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

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

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area A-1.1 Assessment Roll, Improvement Area A-1.2 Assessment Roll, Improvement Area A-1.3 Assessment Roll, Improvement Area C-1 Assessment Roll, Improvement Area C-2 Assessment Roll, and Improvement Area C-3 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in any Annual Service Plan Updates.

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act, including Improvement Zone A Improvements, Improvement Area A-1 Improvements, Improvement Zone C Improvements, Improvement Area C-1 Improvements, Improvement Area C-2 Improvements, Improvement Area C-3 Improvements, Major Improvements, Bond Issuance Costs, and Annual Collection Costs, as described in **Sections III**, and as further depicted on **Exhibit M-1, Exhibit M-2, Exhibit M-3, Exhibit M-4, Exhibit M-5, Exhibit M-6, and Exhibit M-7**.

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

“City” means the City of Mesquite, Texas.

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

“County” means Dallas County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 A&R Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

"**Developer(s)**" means an individual or entity that intends to develop property in the District for the ultimate purpose of transferring title to end users, including the Master Developer, Improvement Zone A Developer, and Improvement Zone C Developer, and any successor or assigns thereof.

"**District**" means the Solterra Public Improvement District containing approximately 1,424.398 acres located within the corporate limits of the City, and more specifically described in **Exhibit P-1** and depicted on **Exhibit A-1**.

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

"**Engineer's Report**" means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A** for Improvement Zone A Improvements, Improvement Area A-1 Improvements, Improvement Zone C Improvements, Improvement Area C-1 Improvements, Improvement Area C-2 Improvements, Improvement Area C-3 Improvements, and Major Improvements.

"**Estimated Buildout Value**" means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developers and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**. The Estimated Buildout Value for all the Assessed Property within Improvement Zone A and Improvement Zone C will remain consistent as shown on **Exhibit E**, unless provided with an updated appraisal by an independent third-party.

"**First Year Annual Collection Costs**" means the estimated Annual Collection Costs to be accrued prior to collection of the first Annual Installment of the Assessment securing the applicable PID Bonds, as shown on **Exhibit D**.

"**Improvement Area A-1 Bonds**" means those certain "City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2023 (Solterra Public Improvement District Improvement Area A-1 Projects)" that are secured by Improvement Area A-1.1 Assessments, Improvement Area A-1.2 Assessments, and Improvement Area A-1.3 Assessments.

"**Improvement Area A-1 Improvements**" means the Authorized Improvements which only benefit the Improvement Area A-1.1 Assessed Property, the Improvement Area A-1.2 Assessed

Property, and the Improvement Area A-1.3 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit M-2**.

“Improvement Area A-1.1” means approximately 69.573 acres located within Improvement Area A-1, more specifically described in **Exhibit P-3** and depicted on **Exhibit A-3**.

“Improvement Area A-1.1 Annual Installment” means the Annual Installment of the Improvement Area A-1.1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) the pro rata portion of the Annual Collection Costs based on outstanding Assessment related to the Improvement Area A-1 Bonds related to Improvement Area A-1.1; and (4) the pro rata portion of the Additional Interest based on outstanding Assessment related to Improvement Area A-1.1, as shown on **Exhibit G-2**. The principal and interest amount of the Improvement Area A-1.1 Assessments may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

“Improvement Area A-1.1 Assessed Property” means any Parcel within Improvement Area A-1.1 against which an Improvement Area A-1.1 Assessment is levied.

“Improvement Area A-1.1 Assessment” means an Assessment levied against Improvement Area A-1.1 Assessed Property, related to the Improvement Area A-1.1 Projects, and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area A-1.1 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area A-1.1 Assessment Roll” means the Assessment Roll for the Improvement Area A-1.1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area A-1.1 Assessment Roll is included in this 2024 A&R Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area A-1.1 Initial Parcel” means all of the Improvement Area A-1.1 Assessed Property, which is described on **Exhibit P-3**, and generally depicted on **Exhibit A-3**, against which the entire Improvement Area A-1.1 Assessment was initially levied at the time the City Council approved the 2023 Assessment Ordinance.

“Improvement Area A-1.1 Projects” means collectively, (1) the pro rata portion of the Zone A Improvements allocable to Improvement Area A-1.1; (2) the pro rata portion of the Improvement Area A-1 Improvements allocable to Improvement Area A-1.1; (3) the pro rata portion of the Major Improvements allocable to Improvement Area A-1.1; (4) the pro rata portion of the First Year Annual Collection Costs based on outstanding Assessment related to the Improvement Area

A-1 Bonds; and (5) the pro rata portion of the Bond Issuance Costs based on outstanding Assessment incurred in connection with the issuance of Improvement Area A-1 Bonds.

“Improvement Area A-1.2” means approximately 123.110 acres located within the Improvement Area A-1, more specifically described in **Exhibit P-4** and depicted on **Exhibit A-4**.

“Improvement Area A-1.2 Annual Installment” means the Annual Installment of the Improvement Area A-1.2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) the pro rata portion of the Annual Collection Costs based on outstanding Assessment related to the Improvement Area A-1 Bonds related to Improvement Area A-1.2; and (4) the pro rata portion of the Additional Interest based on outstanding Assessment related to Improvement Area A-1.2, as shown on **Exhibit H-2**. The principal and interest amount of the Improvement Area A-1.2 Assessments may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

“Improvement Area A-1.2 Assessed Property” means any Parcel within Improvement Area A-1.2 against which an Improvement Area A-1.2 Assessment is levied.

“Improvement Area A-1.2 Assessment” means an Assessment levied against Improvement Area A-1.2 Assessed Property, related to the Improvement Area A-1.2 Projects, and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area A-1.2 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area A-1.2 Assessment Roll” means the Assessment Roll for the Improvement Area A-1.2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area A-1.2 Assessment Roll is included in this 2024 A&R Service and Assessment Plan as **Exhibit H-1**.

“Improvement Area A-1.2 Initial Parcel” means all of the Improvement Area A-1.2 Assessed Property, which is described on **Exhibit P-4**, and generally depicted on **Exhibit A-4**, against which the entire Improvement Area A-1.2 Assessment was initially levied at the time the City Council approved the 2023 Assessment Ordinance.

“Improvement Area A-1.2 Projects” means collectively, (1) the pro rata portion of the Zone A Improvements allocable to Improvement Area A-1.2; (2) the pro rata portion of the Improvement Area A-1 Improvements allocable to Improvement Area A-1.2; (3) the pro rata portion of the Major Improvements allocable to Improvement Area A-1.2; (4) the pro rata portion of the First Year Annual Collection Costs based on outstanding Assessment related to the Improvement Area

A-1 Bonds; and (5) the pro rata portion of the Bond Issuance Costs based on outstanding Assessment incurred in connection with the issuance of Improvement Area A-1 Bonds.

“Improvement Area A-1.3” means approximately 17.153 acres located within the District, more specifically described in **Exhibit P-5** and depicted on **Exhibit A-5**.

“Improvement Area A-1.3 Annual Installment” means the Annual Installment of the Improvement Area A-1.3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) the pro rata portion of the Annual Collection Costs based on outstanding Assessment related to the Improvement Area A-1 Bonds related to Improvement Area A-1.3; and (4) the pro rata portion of the Additional Interest based on outstanding Assessment related to Improvement Area A-1.3, as shown on **Exhibit I-2**. The principal and interest amount of the Improvement Area A-1.3 Assessments may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

“Improvement Area A-1.3 Assessed Property” means any Parcel within Improvement Area A-1.3 against which an Improvement Area A-1.3 Assessment is levied.

“Improvement Area A-1.3 Assessment” means an Assessment levied against Improvement Area A-1.3 Assessed Property, related to the Improvement Area A-1.3 Projects, and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area A-1.3 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area A-1.3 Assessment Roll” means the Assessment Roll for the Improvement Area A-1.3 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area A-1.3 Assessment Roll is included in this 2024 A&R Service and Assessment Plan as **Exhibit I-1**.

“Improvement Area A-1.3 Initial Parcel” means all of the Improvement Area A-1.3 Assessed Property, which is described on **Exhibit P-5**, and generally depicted on **Exhibit A-5**, against which the entire Improvement Area A-1.3 Assessment is levied, as shown on the Improvement Area A-1.3 Assessment Roll.

“Improvement Area A-1.3 Projects” means collectively, (1) the pro rata portion of the Zone A Improvements allocable to Improvement Area A-1.3; (2) the pro rata portion of the Improvement Area A-1 Improvements allocable to Improvement Area A-1.3; (3) the pro rata portion of the Major Improvements allocable to Improvement Area A-1.3; (4) the pro rata portion of the First Year Annual Collection Costs based on outstanding Assessment related to the Improvement Area

A-1 Bonds; and (5) the pro rata portion of the Bond Issuance Costs based on outstanding Assessment incurred in connection with the issuance of Improvement Area A-1 Bonds.

“Improvement Area C-1” means approximately 90.988 acres located within the District, more specifically described in **Exhibit P-8** and depicted on **Exhibit A-9**.

“Improvement Area C-1 Annual Installment” means the Annual Installment of the Improvement Area C-1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area C-1; and (4) Additional Interest related to Improvement Area C-1 Bonds, as shown on **Exhibit J-2**. The principal and interest amount of the Improvement Area C-1 Assessment may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

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

“Improvement Area C-1 Assessment” means an Assessment levied against Improvement Area C-1 Assessed Property, related to the Improvement Area C-1 Projects, and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area C-1 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area C-1 Assessment Roll” means the Assessment Roll for the Improvement Area C-1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area C-1 Assessment Roll is included in this 2024 A&R Service and Assessment Plan as **Exhibit J-1**.

“Improvement Area C-1 Bonds” means those certain “City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2023 (Solterra Public Improvement District Improvement Area C-1 Project)” that are secured by Improvement Area C-1 Assessments.

“Improvement Area C-1 Improvements” means the Authorized Improvements which only benefit the Improvement Area C-1 Assessed Property, as further described in **Section III.D** and depicted on **Exhibit M-4**.

“Improvement Area C-1 Initial Parcel” means all of the Improvement Area C-1 Assessed Property, which is described on **Exhibit P-8**, and generally depicted on **Exhibit A-9**, against which the entire Improvement Area C-1 Assessment was initially levied at the time the City Council approved the 2023 Assessment Ordinance.

“Improvement Area C-1 Projects” means collectively, (1) the pro rata portion of the Improvement Zone C Improvements allocable to Improvement Area C-1; (2) the Improvement

Area C-1 Improvements; (3) the pro rata portion of the Major Improvements allocable to Improvement Area C-1; (4) the First Year Annual Collection Costs related to the Improvement Area C-1 Bonds; and (5) the Bond Issuance Costs in connection with the issuance of Improvement Area C-1 Bonds.

“Improvement Area C-2” means approximately 38.882 acres located within the District, more specifically described in **Exhibit P-9** and depicted on **Exhibit A-10**.

“Improvement Area C-2 Annual Installment” means the Annual Installment of the Improvement Area C-2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area C-2; and (4) Additional Interest related to Improvement Area C-2 Bonds, as shown on **Exhibit K-2**. The principal and interest amount of the Improvement Area C-2 Assessment may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

“Improvement Area C-2 Assessed Property” means any Parcel within Improvement Area C-2 against which an Improvement Area C-2 Assessment is levied.

“Improvement Area C-2 Assessment” means an Assessment levied against Improvement Area C-2 Assessed Property, related to the Improvement Area C-2 Projects, and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area C-2 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area C-2 Assessment Roll” means the Assessment Roll for the Improvement Area C-2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area C-2 Assessment Roll is included in this 2024 A&R Service and Assessment Plan as **Exhibit K-1**.

“Improvement Area C-2 Bonds” means those certain “City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2023 (Solterra Public Improvement District Improvement Area C-2 Project)” that are secured by Improvement Area C-2 Assessments.

“Improvement Area C-2 Improvements” means the Authorized Improvements which only benefit the Improvement Area C-2 Assessed Property, as further described in **Section III.E** and depicted on **Exhibit M-5**.

“Improvement Area C-2 Initial Parcel” means all of the Improvement Area C-2 Assessed Property, which is described on **Exhibit P-9**, and generally depicted on **Exhibit A-10**, against which the entire Improvement Area C-2 Assessment was initially levied at the time the City Council approved the 2023 Assessment Ordinance.

“Improvement Area C-2 Projects” means collectively, (1) the pro rata portion of the Improvement Zone C Improvements allocable to Improvement Area C-2; (2) the Improvement Area C-2 Improvements; (3) the pro rata portion of the Major Improvements allocable to Improvement Area C-2; (4) the First Year Annual Collection Costs related to the Improvement Area C-2 Bonds; and (5) the Bond Issuance Costs in connection with the issuance of Improvement Area C-2 Bonds.

“Improvement Area C-3” means approximately 34.79 acres located within the District, more specifically described in **Exhibit P-10** and depicted on **Exhibit A-11**.

“Improvement Area C-3 Annual Installment” means the Annual Installment of the Improvement Area C-3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area C-3; and (4) Additional Interest related to Improvement Area C-3 Bonds, as shown **Exhibit L-2**. The principal and interest amount of the Improvement Area C-3 Assessment may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

“Improvement Area C-3 Assessed Property” means any Parcel within Improvement Area C-3 against which an Improvement Area C-3 Assessment is levied.

“Improvement Area C-3 Assessment” means an Assessment levied against Improvement Area C-3 Assessed Property, related to the Improvement Area C-3 Projects, and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area C-3 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area C-3 Assessment Roll” means the Assessment Roll for the Improvement Area C-3 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area C-3 Assessment Roll is included in this 2024 A&R Service and Assessment Plan as **Exhibit L-1**.

“Improvement Area C-3 Bonds” means those certain “City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2024 (Solterra Public Improvement District Improvement Area C-3 Project)” that are secured by Improvement Area C-3 Assessments.

“Improvement Area C-3 Improvements” means the Authorized Improvements which only benefit the Improvement Area C-3 Assessed Property, as further described in **Section III.F** and depicted on **Exhibit M-6**.

“Improvement Area C-3 Initial Parcel” means all of the Improvement Area C-3 Assessed Property, which is described on **Exhibit P-10**, and generally depicted on **Exhibit A-11**, against

which the entire Improvement Area C-3 Assessment was initially levied at the time the City Council approved the 2023 Assessment Ordinance.

“Improvement Area C-3 Reimbursement Agreement” means that certain “Solterra Public Improvement District Reimbursement Agreement,” effective July 17, 2023, by and between the City and the Master Developer.

“Improvement Area C-3 Reimbursement Obligation” means an amount not to exceed \$5,435,000.00 secured by the Improvement Area C-3 Assessments to be paid to the Master Developer pursuant to the Improvement Area C-3 Reimbursement Agreement. The Annual Installments of the Improvement Area C-3 Assessments for the Improvement Area C-3 Reimbursement Obligation are shown on **Exhibit L-2**.

“Improvement Area C-3 Projects” means collectively, (1) the pro rata portion of the Improvement Zone C Improvements allocable to Improvement Area C-3; (2) the Improvement Area C-3 Improvements; (3) the pro rata portion of the Major Improvements allocable to Improvement Area C-3; (4) the First Year Annual Collection Costs related to the Improvement Area C-3 Bonds; and (5) the Bond Issuance Costs in connection with the issuance of Improvement Area C-3 Bonds.

“Improvement Zone A” means approximately 721.818 acres located within the District, more specifically described in **Exhibit P-2** and depicted on **Exhibit A-2**. Improvement Zone A is inclusive of Improvement Area A-1.1, Improvement Area A-1.2, Improvement Area A-1.3, and the Improvement Zone A Remainder Area.

“Improvement Zone A Developer” means HC Solterra, LLC, a Texas limited liability company and any successors or assigns thereof that intends to develop the property in Improvement Zone A for the ultimate purpose of transferring title to end users and is responsible for constructing Improvement Zone A Improvements, Improvement Area A-1 Improvements, and Improvement Zone A’s pro rata portion of the Major Improvements.

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

“Improvement Zone A Remainder Area” means all of Improvement Zone A, save and except Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-1.3, consisting of approximately 464.178 acres, to be developed as one or more future improvement areas, as further depicted on **Exhibit A-6**.

“Improvement Zone A Remainder Area Apportioned Property” means any property within the Improvement Zone A Remainder Area against which a portion of the Actual Costs of the

Improvement Zone A Remainder Area Projects are apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but not yet levied.

“Improvement Zone A Remainder Area Apportionment of Costs” means an Apportionment of Costs against any property within the Improvement Zone A Remainder Area for the Improvement Zone A Remainder Area Projects, as shown on **Exhibit B-5**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Zone A Remainder Area Projects” means collectively, (1) the pro rata portion of the Improvement Zone A Improvements allocable to the Improvement Zone A Remainder Area Apportioned Property; and (1) the pro rata portion of the Major Improvements allocable to the Improvement Zone A Remainder Area Apportioned Property.

“Improvement Zone B” means approximately 285.50 acres located within the District, more specifically described in **Exhibit P-6** and depicted on **Exhibit A-7**.

“Improvement Zone B Apportioned Property” means any property within the Improvement Zone B against which a portion of the Actual Costs of the Major Improvements are apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but have not yet been levied.

“Improvement Zone B Apportionment of Costs” means an Apportionment of Costs against any property within Improvement Zone B for the Improvement Zone B Projects, as shown on **Exhibit B-5**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Zone B Owner” means Lucas Farms Joint Venture and any successors or assigns thereof that owns the property in Improvement Zone B for the ultimate purpose of transferring title to the Master Developer.

“Improvement Zone B Projects” means the pro rata portion of the Major Improvements allocable to the Improvement Zone B Apportioned Property based on Estimated Buildout Value.

“Improvement Zone C” means approximately 417.080 acres located within the District, more specifically described in **Exhibit P-7** and depicted on **Exhibit A-8**. Improvement Zone C is inclusive of Improvement Area C-1, Improvement Area C-2, Improvement Area C-3, and the Improvement Zone C Remainder Area.

“Improvement Zone C Developer” means Lennar Homes of Texas Land and Construction, Ltd., LLC, a Texas limited liability company and any successors or assigns thereof that intends to develop the property in Improvement Zone C for the ultimate purpose of transferring title to end users and is responsible for constructing Improvement Zone C Improvements, Improvement Area

C-1 Improvements, Improvement Area C-2 Improvements, and Improvement Area C-3 Improvements.

“Improvement Zone C Improvements” means those Authorized Improvements that confer a special benefit to all of the Assessed Property within Improvement Zone C, as further described in **Section III.C**, and depicted on **Exhibit M-3**.

“Improvement Zone C Remainder Area” means all of Improvement Zone C, save and except Improvement Area C-1 Improvement Area C-2, and Improvement Area C-3, consisting of approximately 252.42 acres, to be developed as one or more future improvement areas, as further depicted on **Exhibit A-12**.

“Improvement Zone C Remainder Area Apportioned Property” means any property within the Improvement Zone C Remainder Area against which the Actual Costs of the Improvement Zone C Remainder Area Projects are apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but not yet levied.

“Improvement Zone C Remainder Area Apportionment of Costs” means an Apportionment of Costs against a Parcel within the Improvement Zone C Remainder Area Apportioned Property for the Improvement Zone C Remainder Area Projects, as shown on **Exhibit B-5**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Zone C Remainder Area Projects” means collectively, (1) the pro rata portion of the Major Improvements allocable to the Improvement Zone C Remainder Area Apportioned Property; and (2) the pro rata portion of the Zone C Improvements allocable to the Improvement Zone C Remainder Area Apportioned Property.

“Improvement Zone C Remainder Area Owner” means Solterra South, LLC and any successors or assigns thereof that owns the property in Improvement Area C-3 and Improvement Zone C Remainder Area for the ultimate purpose of transferring title to Improvement Zone C Developer.

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

“Initial Parcel” means all of the Assessed Property against which an entire Assessment is levied, as shown on the corresponding Assessment Roll.

“LOM” means a certain final Limited Offering Memorandum for use in connection with the offering, sale, and distribution of a certain series of PID Bonds.

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

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Developer, and confirmed by the City Council, as shown on **Exhibit E**. The buyer disclosure for each Lot Type is attached in **Appendix B**.

“Lot Type 1” means a Lot within Improvement Area A-1.1 marketed to homebuilders as a 35’ Lot with an Estimated Buildout Value of \$354,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 2” means a Lot within Improvement Area A-1.1 marketed to homebuilders as a 40’ Lot with an Estimated Buildout Value of \$399,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 3” means a Lot within Improvement Area A-1.1 marketed to homebuilders as a 50’ Lot with an Estimated Buildout Value of \$462,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 4” means a Lot within Improvement Area A-1.1 marketed to homebuilders as a 60’ Lot with an Estimated Buildout Value of \$534,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 5” means a Lot within Improvement Area A-1.2 marketed to homebuilders as a 40’ Lot with an Estimated Buildout Value of \$399,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 6” means a Lot within Improvement Area A-1.2 marketed to homebuilders as a 50’ Lot with an Estimated Buildout Value of \$462,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 7” means a Lot within Improvement Area A-1.2 marketed to homebuilders as a 60’ Lot with an Estimated Buildout Value of \$534,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 8” means a Lot within Improvement Area A-1.2 marketed to homebuilders as a 70’ Lot with an Estimated Buildout Value of \$589,500 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 9” means a Lot within Improvement Area A-1.3 marketed to homebuilders as a 22’ Lot with an Estimated Buildout Value of \$309,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 10” means a Lot within Improvement Area C-1 marketed to homebuilders as a 40’ Lot with an Estimated Buildout Value of \$390,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 11” means a Lot within Improvement Area C-1 marketed to homebuilders as a 50’ Lot with an Estimated Buildout Value of \$415,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 12” means a Lot within Improvement Area C-2 marketed to homebuilders as a 40’ Lot with an Estimated Buildout Value of \$390,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 13” means a Lot within Improvement Area C-2 marketed to homebuilders as a 50’ Lot with an Estimated Buildout Value of \$415,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 14” means a Lot within Improvement Area C-3 marketed to homebuilders as a 40’ Lot with an Estimated Buildout Value of \$450,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Lot Type 15” means a Lot within Improvement Area C-3 marketed to homebuilders as a 50’ Lot with an Estimated Buildout Value of \$480,000 as of the date of adoption of the 2023 Assessment Ordinance approving the 2023 Service and Assessment Plan.

“Major Improvements” means those Authorized Improvements that confer a special benefit to all of the Assessed Property and Apportioned Property within the District, including District Formation Expenses, as further described in **Section III.G**, and depicted on **exhibit M-7**.

“Master Developer” means HC Solterra, LLC, a Texas limited liability company including its successors or assigns, as developer of certain property within the District and that is responsible for building the Major Improvements, Improvement Zone A Improvements, and Improvement Zone B Improvements.

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

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

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

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

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

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

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

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

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

“TIRZ No. 15” means the Reinvestment Zone Number Fifteen, City of Mesquite, Texas (Solterra).

“TIRZ No. 15 Agreement” means the TIRZ Reimbursement Agreement, effective as of July 17, 2023.

“TIRZ No. 15 Annual Credit Amount” is defined in **Section V.F**, which amount shall not annually exceed the TIRZ No. 15 Maximum Annual Credit Amount, and which shall be transferred from the TIRZ No. 15 Fund to the applicable principal and interest account of the applicable pledged revenue fund held by the Trustee and used to pay the PID Bonds pursuant to the TIRZ No. 15 Agreement.

“TIRZ No. 15 Fund” means the tax increment fund created pursuant to the TIRZ No. 15 Ordinance where TIRZ No. 15 Revenues are deposited annually.

“TIRZ No. 15 Maximum Annual Credit Amount” means for each Lot Type, the amount of TIRZ No. 15 Revenues that results in an equivalent tax rate of \$3.12 per \$100 of assessed value for such Lot Type taking into consideration the tax rates of all applicable overlapping taxing units and the equivalent tax rate of each applicable Assessment levied on each Lot Type, based on Estimated Buildout Value at the time the City Council approves each Assessment Ordinance levying each respective Assessment. The Estimated Buildout Value per Lot Type is shown on **Exhibit E**. The Estimated Buildout Value for all of Improvement Zone A and Improvement Zone C will remain consistent as shown on **Exhibit E**, unless provided with an updated appraisal by an independent third-party.

“TIRZ No. 15 Ordinance” means Ordinance No. 4869 adopted by the City Council on June 7, 2021, which approved the creation of TIRZ No. 15 and authorized the use of TIRZ No. 15 Revenues for project costs under the Chapter 311, Texas Tax Code as amended, and related to certain public improvements as provided for in the TIRZ No. 15 Project Plan.

“TIRZ No. 15 Project Plan” means the Reinvestment Zone Number Fifteen, City of Mesquite, Texas (Solterra) Final Project and Finance Plan, as periodically amended or updated, dated July 17, 2023.

“TIRZ No. 15 Revenues” means, for each year, the amounts which are deposited in the TIRZ No. 15 Fund pursuant to the TIRZ No. 15 Ordinance, and TIRZ No. 15 Project Plan.

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

SECTION II: THE DISTRICT

The District includes approximately 1,424.398 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 3,324 Lots developed with single-family homes.

Improvement Zone A includes approximately 721.818 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-2** and depicted on **Exhibit A-2**. Development of Improvement Zone A is anticipated to include approximately 1,760 Lots developed with single-family homes. Improvement Zone A is inclusive of (1) Improvement Area A-1, which is inclusive of (i) Improvement Area A-1.1, (ii) Improvement Area A-1.2, and (iii) Improvement Area A-1.3, and (2) the Improvement Zone A Remainder Area.

Improvement Area A-1.1 includes approximately 69.573 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-3** and depicted on **Exhibit A-3**. Development of Improvement Area A-1.1 is fully platted, as described in **Section IX.A**, and contains 287 Lots developed with single-family homes (20 single-family homes that are on Lots classified as Lot Type 1, 174 single-family homes that are on Lots classified as Lot Type 2, 41 single-family homes that are on Lots classified as Lot Type 3, and 52 single-family homes that are on Lots classified as Lot Type 4).

Improvement Area A-1.2 includes approximately 123.110 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-4** and depicted on **Exhibit A-4**. Development of Improvement Area 1.2 is fully platted, as described in **Section IX.A**, and contains 389 Lots developed with single-family homes (26 single-family homes that are on Lots classified as Lot Type 5, 237 single-family homes that are on Lots classified as Lot Type 6, 80 single-family homes that are on Lots classified as Lot Type 7, and 46 single-family homes that are on Lots classified as Lot Type 8).

Improvement Area A-1.3 includes approximately 17.153 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-5** and depicted on **Exhibit A-5**. Development of Improvement Area 1.3 is fully platted, as described in **Section IX.A**, and contains 111 Lots developed with single-family homes (all 111 single-family homes that are on Lots classified as Lot Type 9).

The Improvement Zone A Remainder Area includes approximately 464.178 contiguous acres located within the corporate limits of the City. Development of Improvement Zone A Remainder Area is anticipated to include approximately 973 Lots developed with single-family homes.

Improvement Zone B includes approximately 285.50 contiguous acres, the boundaries of which are more particularly described on **Exhibit P-6** and depicted on **Exhibit A-7**. Development of Improvement Zone B is anticipated to include approximately 751 Lots developed with single-family homes.

Improvement Zone C includes approximately 417.080 contiguous acres, the boundaries of which are more particularly described on **Exhibit P-7** and depicted on **Exhibit A-8**. Development of Improvement Zone C is anticipated to include approximately 813 Lots developed with single-family homes. Improvement Zone C is inclusive of Improvement Area C-1, Improvement Area C-2, Improvement Area C-3, and the Improvement Zone C Remainder Area.

Improvement Area C-1 includes approximately 90.988 contiguous acres, the boundaries of which are more particularly described on **Exhibit P-8** and depicted on **Exhibit A-9**. Development of Improvement Area C-1 is fully platted, as described in **Section IX.A**, and contains 162 Lots developed with single-family homes (66 single-family homes that are on Lots classified as Lot Type 10 and 96 single-family homes that are on Lots classified as Lot Type 11.)

Improvement Area C-2 includes approximately 38.882 contiguous acres, the boundaries of which are more particularly described on **Exhibit P-9** and depicted on **Exhibit A-10**. Development of Improvement Area C-2 is fully platted, as described in **Section IX.A**, and contains 104 Lots developed with single-family homes (53 single-family homes that are on Lots classified as Lot Type 12 and 51 single-family homes that are on Lots classified as Lot Type 13).

Improvement Area C-3 includes approximately 34.79 contiguous acres, the boundaries of which are more particularly described on **Exhibit P-10** and depicted on **Exhibit A-11**. Development of Improvement Area C-3 is fully platted, as described in **Section IX.A**, and contains 147 Lots developed with single-family homes (58 single-family homes that are on Lots classified as Lot Type 14 and 89 single-family homes that are on Lots classified as Lot Type 15).

The Improvement Zone C Remainder Area includes approximately 252.42 contiguous acres. Development of the Improvement Zone C Remainder Area is anticipated to include approximately 400 Lots developed with single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided in the Engineer’s Report by the Developers and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property and the Apportioned Property. Authorized Improvements will be designed and constructed in accordance with the City’s standards and specifications and will be owned and operated by the City or by a third party pursuant to a qualified management contract/except as otherwise noted

below. The budget for the Authorized Improvements is shown on **Exhibit B-1, Exhibit B-2, Exhibit B-3, and Exhibit B-4**. The Apportionment of Costs is shown on **Exhibit B-5**.

A. Improvement Zone A Improvements

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, sidewalk/trails, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Zone A.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Zone A.

- *Storm Sewer*

Improvements including floodplain reclamation, earthen channels, swales, curb and drop inlets, RCP piping and concrete box culvers, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Zone A.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Zone A.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, and improvement of parks and open spaces for the benefit of the Lots within Improvement Zone A.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Zone A Improvements including land planning and landscape design, City and other regulatory

agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

B. Improvement Area A-1 Improvements

▪ *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including alleys, mews, and turn lanes), testing, handicapped ramps, sidewalks/trails and streetlights. All related earthwork, excavation, erosion control, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-1.3.

▪ *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-1.3.

▪ *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for each Lot within Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-3.

▪ *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-1.3.

▪ *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park

and open space for the benefit of the Lots within Improvement Area A-1.1, Improvement Area A-1.2 and Improvement Area A-1.3.

- *Soft Costs*

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

C. Improvement Zone C Improvements

- *Roads*

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

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, aerial creek crossing, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Zone C.

- *Storm Sewer*

Improvements including floodplain reclamation, earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Zone C.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Zone C.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Zone C Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

D. Improvement Area C-1 Improvements

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including alleys, mews, and turn lanes), testing, handicapped ramps, sidewalks/trails, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area C-1.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Area C-1.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Area C-1.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Area C-1.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park and open space for the benefit of the Lots within Improvement Area C-1.

- *Soft Costs*

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

E. Improvement Area C-2 Improvements

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including alleys, mews, and turn lanes), testing, handicapped ramps, sidewalks/trails and streetlights. All related earthwork, excavation, erosion control, intersections, signage, striping, barricades, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area C-2.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Area C-2.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Area C-2.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork,

excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Area C-2.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park and open space for the benefit of the Lots within Improvement Area C-2.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area C-2 Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

F. Improvement Area C-3 Improvements

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including alleys, mews, and turn lanes), testing, handicapped ramps, sidewalks/trails and streetlights. All related earthwork, excavation, erosion control, intersections, signage, striping, barricades, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area C-3.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Area C-3.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Area C-3.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Area C-3.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park and open space for the benefit of the Lots within Improvement Area C-3.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area C-3 Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

G. Major Improvements

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including left/right turn lanes and roundabouts), testing, handicapped ramps, sidewalks/trails, traffic signalization, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within the District.

- *Storm Sewer*

Improvements including earthen channels, lakes, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, lake edge walls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for all Lots within the District.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, ponds, park and open space for the benefit of all Lots within the District.

- *Soft Costs*

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

H. Bond Issuance Costs

- *Debt Service Reserve Fund*

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

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest on a series of PID Bonds under an applicable Indenture in connection with the issuance of such PID Bonds.

- *Underwriter's Discount*

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

- *Cost of Issuance*

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

I. First Year Annual Collection Costs

- *Initial Deposit to Administrative Fund*

Equals the amount necessary to fund the first year of Annual Collection Costs immediately following the issuance of a series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the

Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2024 A&R Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property and the Apportioned Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City 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 City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2024 A&R Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit apportioned to the Assessed Property equals or exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

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

A. Assessment Methodology

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

- At the time the City Council approved the 2023 Service and Assessment Plan, the costs of the Improvement Zone A Improvements were allocated or apportioned to Improvement Area A-1.1, Improvement Area A-1.2, Improvement Area A-1.3, and the Improvement Zone A Remainder Area Apportioned Property based upon Estimated Buildout Value of each Parcel or Assessed Property to the Estimated Buildout Value of Improvement Zone A. Improvement Area A-1.1 was allocated 14.86% of the Improvement Zone A Improvement costs, Improvement Area A-1.2 was allocated 22.88% of the Improvement Zone A Improvement costs, Improvement Area A-1.3 was allocated 4.14% of the Improvement Zone A Improvement costs, and the Improvement Zone A Remainder Area Apportioned Property was apportioned 58.12% of the Improvement Zone A Improvement costs. The allocation and apportionment of the Improvement Zone A Improvement costs are shown on **Exhibit B-1**, **Exhibit B-4**, and **Exhibit B-5**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.
- At the time the City Council approved the 2023 Service and Assessment Plan, the costs of the Improvement Area A-1 Improvements were allocated to each Parcel within Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-1.3 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area A-1.1 Assessed Property, Improvement Area A-1.2 Assessed Property, and Improvement Area A-1.3 Assessed Property to the Estimated Buildout Value of all Assessed Property within Improvement Area A-1. Improvement Area A-1.1 was allocated 35.49% of the Improvement Area A-1 Improvement costs, Improvement Area A-1.2 was allocated 54.64% of the Improvement Area A-1 Improvement costs, and Improvement Area A-1.3 was allocated 9.88% of the Improvement Area A-1 Improvement costs. The allocation of the Improvement Area A-1 Improvement costs is shown on **Exhibit B-1** and **Exhibit B-4**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.
- At the time the City Council approved the 2023 Service and Assessment Plan, the costs of the Improvement Zone C Improvements were allocated or apportioned to Improvement Area C-1, Improvement Area C-2, Improvement Area C-3, and the Improvement Zone C Remainder Area Apportioned Property based upon the Estimated Buildout Value of each Parcel or Assessed Property to the Estimated Buildout Value of Improvement Zone C. Improvement Area C-1 was allocated 19.43% of the Improvement Zone C Improvement costs, Improvement Area C-2 was allocated 12.40% of the Improvement Zone C Improvement costs, Improvement Area C-3 was allocated 20.39% of the Improvement Zone C Improvement costs, and the Improvement Zone C Remainder Area Apportioned

Property was apportioned 47.78% of the Improvement Zone C Improvement costs. The allocation and apportionment of the Improvement Zone C Improvement costs are shown on **Exhibit B-3**, **Exhibit B-4**, and **Exhibit B-5**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.

- At the time the City Council approved the 2023 Service and Assessment Plan, the costs of the Improvement Area C-1 Projects were allocated to each Parcel of Assessed Property within Improvement Area C-1 based on the ratio of the Estimated Buildout Value of such Parcel to the Estimated Buildout Value of all Improvement Area C-1 Assessed Property. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.
- At the time the City Council approved the 2023 Service and Assessment Plan, the costs of the Improvement Area C-2 Projects were allocated to each Parcel of Assessed Property within Improvement Area C-2 based on the ratio of the Estimated Buildout Value of such Parcel to the Estimated Buildout Value of all Improvement Area C-2 Assessed Property. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.
- At the time the City Council approved the 2023 Service and Assessment Plan, the costs of the Improvement Area C-3 Projects were allocated to each Parcel of Assessed Property within Improvement Area C-3 based on the ratio of the Estimated Buildout Value of such Parcel to the Estimated Buildout Value of all Improvement Area C-3 Assessed Property. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.
- At the time the City Council approved the 2023 Service and Assessment Plan, the costs of the Major Improvements were allocated to Improvement Area A-1.1, Improvement Area A-1.2, Improvement Area A-1.3, the Improvement Zone A Remainder Area AppORTioned Property, the Improvement Zone B AppORTioned Property, Improvement Area C-1, Improvement Area C-2, Improvement Area C-3, and the Improvement Zone C Remainder Area AppORTioned Property based upon Estimated Buildout Value of each Parcel or Assessed Property to the Estimated Buildout Value of the District. Improvement Area A-1.1 was allocated 7.03% of the Major Improvement costs, Improvement Area A-1.2 was allocated 10.83% of the Major Improvement costs, Improvement Area A-1.3 was allocated 1.96% of the Major Improvement costs, the Improvement Zone A Remainder Area AppORTioned Property was apportioned 27.50% of the Major Improvement costs, the Improvement Zone B AppORTioned Property was apportioned 33.41% of the Major Improvement costs, Improvement Area C-1 was allocated 3.74% of the Major

Improvement costs, Improvement Area C-2 was allocated 2.39% of the Major Improvement costs, Improvement Area C-3 was allocated 3.93% of the Major Improvement costs, and the Improvement Zone C Remainder Area Apportioned Property was apportioned 9.21% of the Major Improvement costs. The allocation and appropriation of Major Improvement costs are shown on **Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, and Exhibit B-5**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.

B. Assessments

The Assessments were levied on the respective Initial Parcels by the 2023 Assessment Ordinance and, since subdivided, are currently outstanding in the amounts shown on the applicable Assessment Roll. The Improvement Area A-1.1 Annual Installments, Improvement Area A-1.2 Annual Installments, Improvement Area A-1.3 Annual Installments, Improvement Area C-1 Annual Installments, Improvement Area C-2 Annual Installments, and Improvement Area C-3 Annual Installments are shown on **Exhibit G-2, Exhibit H-2, Exhibit I-2, Exhibit J-2, Exhibit K-2, and Exhibit L-2**, respectively, and are subject to revisions made during any Annual Service Plan Update. Upon division or subdivision of an Assessed Property, the Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, Lot Type 10, Lot Type 11, Lot Type 12, Lot Type 13, Lot Type 14, or Lot Type 15, respectively, exceed the corresponding Maximum Assessment for each Lot Type classification.

C. Findings of Special Benefit

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

- *Improvement Area A-1.1*
 - The costs of the Improvement Area A-1.1 Projects equal \$15,893,310 as shown on **Exhibit B-1**; and
 - The Improvement Area A-1.1 Assessed Property receives special benefit from the Improvement Area A-1.1 Projects equal to or greater than the Actual Cost of the Improvement Area A-1.1 Projects; and

- At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Area A-1.1 Initial Parcel was allocated 100% of the Improvement Area A-1.1 Assessment levied for the Improvement Area A-1.1 Projects, which equals \$11,430,000, and since has been subdivided; the Improvement Area A-1.1 Assessment are allocated on the subdivided parcels per **Section IV**; outstanding in the amount of \$11,279,356.50 as further described in **Section IX.C** and shown on the Improvement Area A-1.1 Assessment Roll attached hereto as **Exhibit G-1**; and
- The special benefit (\geq \$15,893,310) received by the Improvement Area A-1.1 Assessed Property from the Improvement Area A-1.1 Projects is equal to or greater than the amount of the Improvement Area A-1.1 Assessment (\$11,430,000) initially levied on the Improvement Area A-1.1 Initial Parcel for the Improvement Area A-1.1 Projects; and
- At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Zone A Developer, or a merchant homebuilder that has closed on a lot pursuant to a contract with the Developer of Improvement Zone A, owned 100% of the Improvement Area A-1.1 Initial Parcel. The Improvement Zone A Developer and any merchant homebuilder that has closed on a lot pursuant to a contract with the Developer of Improvement Zone A, if applicable, acknowledged that the Improvement Area A-1.1 Projects confer a special benefit on the Improvement Area A-1.1 Initial Parcel and consented to the imposition of the Improvement Area A-1.1 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone A Developer and each merchant homebuilder that owned property within Improvement Area A-1.1, if applicable, ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Improvement Area A-1.1 Assessment on the Improvement Area A-1.1 Initial Parcel.
- *Improvement Area A-1.2*
 - The costs of the Improvement Area A-1.2 Projects equal \$24,610,873 as shown on **Exhibit B-1**; and
 - The Improvement Area A-1.2 Assessed Property receives special benefit from the Improvement Area A-1.2 Projects Area equal to or greater than the Actual Costs of the Improvement Area A-1.2 Projects; and

- At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Area A-1.2 Initial Parcel was allocated 100% of the Improvement Area A-1.2 Assessment levied for the Improvement Area A-1.2 Projects, which equals \$18,565,000, and since has been subdivided; the Improvement Area A-1.2 Assessment are allocated on the subdivided parcels per **Section IV**; outstanding in the amount of \$18,385,000 as further described in **Section IX.C** and shown on the Improvement Area A-1.2 Assessment Roll attached hereto as **Exhibit H-1**;
 - The special benefit (\geq \$24,610,873) received by the Improvement Area A-1.2 Assessed Property from the Improvement Area A-1.2 Projects is equal to or greater than the amount of the Improvement Area A-1.2 Assessment (\$18,565,000) initially levied on the Improvement Area A-1.2 Initial Parcel for the Improvement Area A-1.2 Projects; and
 - At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Zone A Developer owned 100% of the Improvement Area A-1.2 Initial Parcel. The Improvement Zone A Developer acknowledged that the Improvement Area A-1.2 Projects confer a special benefit on the Improvement Area A-1.2 Initial Parcel and consented to the imposition of the Improvement Area A-1.2 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone A Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Improvement Area A-1.2 Assessment on the Improvement Area A-1.2 Initial Parcel.
- *Improvement Area A-1.3*
 - The costs of the Improvement Area A-1.3 Projects equal \$4,665,742 as shown on **Exhibit B-1**; and
 - The Improvement Area A-1.3 Assessed Property receives special benefit from the Improvement Area A-1.3 Projects Area equal to or greater than the Actual Cost of the Improvement Area A-1.3 Projects; and
 - At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Area A-1.3 Initial Parcel was allocated 100% of the Improvement Area A-1.3 Assessment levied for the Improvement Area A-1.3 Projects, which equals \$3,430,000, and since has been subdivided; the Improvement Area A-1.3 Assessment are allocated on the subdivided parcels per **Section IV**; outstanding in

the amount of \$3,430,000 as further described in **Section IX.C** and shown on the Improvement Area A-1.3 Assessment Roll attached hereto as **Exhibit I-1**; and

- The special benefit (\geq \$4,665,742) received by the Improvement Area A-1.3 Assessed Property from the Improvement Area A-1.3 Projects is equal to or greater than the amount of the Improvement Area A-1.3 Assessment (\$3,430,000) initially levied on the Improvement Area A-1.3 Initial Parcel for the Improvement Area A-1.3 Projects; and
- At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Zone A Developer owned 100% of the Improvement Area A-1.3 Initial Parcel. The Improvement Zone A Developer acknowledged that the Improvement Area A-1.3 Projects confer a special benefit on the Improvement Area A-1.3 Initial Parcel and consented to the imposition of the Improvement Area A-1.3 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone A Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Improvement Area A-1.3 Assessment on the Improvement Area A-1.3 Initial Parcel.
- *Improvement Zone A Remainder Area Apportioned Property*
 - The total costs of the Improvement Zone A Remainder Area Projects allocable to the Improvement Zone A Remainder Area Apportioned Property as financed by the Improvement Zone A Developer equals \$9,456,677, as shown on **Exhibit B-1**; and
 - The Improvement Zone A Remainder Area receives special benefit from the Improvement Zone A Remainder Area Projects equal to or greater than the Actual Cost of the Improvement Zone A Remainder Area Projects apportioned to the Improvement Zone A Remainder Area Apportioned Property; and
 - At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Zone A Remainder Area Apportioned Property was apportioned 100% of the Improvement Zone A Remainder Area Apportionment of Costs for the Improvement Zone A Remainder Area Projects, which equals \$9,456,677, as shown on **Exhibit B-5**, of which all or a portion of such amount is expected to be levied by the City at a later date; and

- At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Zone A Developer owned 100% of the Improvement Zone A Remainder Area Apportioned Property. The Improvement Zone A Developer acknowledged that the Improvement Zone A Remainder Area Projects confer a special benefit on the Improvement Zone A Remainder Area Apportioned Property and consented to the imposition of the Improvement Zone A Remainder Area Apportionment of Costs in anticipation of a future levy by the City Council to pay for all or a portion of the Improvement Zone A Remainder Area Apportionment of Costs of Improvement Zone A Remainder Area Projects associated therewith. The Improvement Zone A Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) the 2023 Service and Assessment Plan; and (3) the Apportionment of Costs on the Improvement Zone A Remainder Area Apportioned Property.

- *Improvement Zone B Apportioned Property*
 - The total costs of the Improvement Zone B Projects allocable to the Improvement Zone B as financed by the Master Developer equals \$5,910,714, as shown on **Exhibit B-2**; and
 - The Improvement Zone B Apportioned Property receives special benefit from the Improvement Zone B Projects equal to or greater than the Actual Cost of the Improvement Zone B Projects apportioned to the Improvement Zone B; and
 - At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Zone B Apportioned Property was apportioned 100% of the Improvement Zone B Apportionment of Costs for the Improvement Zone B Projects, which equals \$5,910,714, as shown on **Exhibit B-5**, of which all or a portion of such amount is expected to be levied by the City at a later date; and
 - At the time the City Council approved the 2023 Service and Assessment Plan, the Master Developer owned 100% of the Improvement Zone B Apportioned Property. The Master Developer acknowledged that the Improvement Zone B Projects confer a special benefit on the Improvement Zone B Apportioned Property and consented to the imposition of the Improvement Zone B Apportionment of Costs in anticipation of a future levy by the City Council to pay for all or a portion of the Improvement Zone B Apportionment of Costs of Improvement Zone B Projects associated therewith. The Master Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) the

2023 Service and Assessment Plan; and (3) the Apportionment of Costs on the Improvement Zone B Apportioned Property.

▪ *Improvement Area C-1*

- The costs of the Improvement Area C-1 Projects equal \$9,623,288 as shown on **Exhibit B-3**; and
- The Improvement Area C-1 Assessed Property receives special benefit from the Improvement Area C-1 Projects equal to or greater than the Actual Costs of the Improvement Area C-1 Projects; and
- At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Area C-1 Initial Parcel was allocated 100% of the Improvement Area C-1 Assessment levied for the Improvement Area C-1 Projects, which equals \$7,000,000, and since has been subdivided; the Improvement Area C-1 Assessment are allocated on the subdivided parcels per **Section IV**; outstanding in the amount of \$6,923,000 as further described in **Section IX.C** and shown on the Improvement Area C-1 Assessment Roll attached hereto as **Exhibit J-1**; and
- The special benefit (\geq \$9,623,288) received by the Improvement Area C-1 Assessed Property from the Improvement Area C-1 Projects is equal to or greater than the amount of the Improvement Area C-1 Assessment (\$7,000,000) initially levied on the Improvement Area C-1 Initial Parcel for the Improvement Area C-1 Projects; and
- At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Zone C Developer owned 100% of the Improvement Area C-1 Initial Parcel. The Improvement Zone C Developer acknowledged that the Improvement Area C-1 Projects confer a special benefit on the Improvement Area C-1 Initial Parcel and consented to the imposition of the Improvement Area C-1 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone C Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Improvement Area C-1 Assessment on the Improvement Area C-1 Initial Parcel.

▪ *Improvement Area C-2*

- The costs of the Improvement Area C-2 Projects equal \$6,632,549 as shown on **Exhibit B-3**; and

- The Improvement Area C-2 Assessed Property receives special benefit from the Improvement Area C-2 Projects equal to or greater than the Actual Cost of the Improvement Area C-2 Projects; and
 - At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Area C-2 Initial Parcel was allocated 100% of the Improvement Area C-2 Assessment levied for the Improvement Area C-2 Projects, which equals \$3,525,000, and since has been subdivided; the Improvement Area C-2 Assessment are allocated on the subdivided parcels per **Section IV**; outstanding in the amount of \$3,525,000 as further described in **Section IX.C** and shown on the Improvement Area C-2 Assessment Roll attached hereto as **Exhibit K-1**; and
 - The special benefit (\geq \$6,632,549) received by the Improvement Area C-2 Assessed Property from the Improvement Area C-2 Projects is equal to or greater than the amount of the Improvement Area C-2 Assessment (\$3,525,000) initially levied on the Improvement Area C-2 Initial Parcel for the Improvement Area C-2 Projects; and
 - At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Zone C Developer owned 100% of the Improvement Area C-2 Initial Parcel. The Improvement Zone C Developer acknowledged that the Improvement Area C-2 Projects confer a special benefit on the Improvement Area C-2 Initial Parcel and consented to the imposition of the Improvement Area C-2 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone C Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the 2023 A&R Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Improvement Area C-2 Assessment on the Improvement Area C-2 Initial Parcel.
- *Improvement Area C-3*
 - The costs of the Improvement Area C-3 Projects equal \$9,526,606 as shown on **Exhibit B-3**; and
 - The Improvement Area C-3 Assessed Property receives special benefit from the Improvement Area C-3 Projects equal to or greater than the Actual Cost of the Improvement Area C-3 Projects; and
 - At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Area C-3 Initial Parcel was allocated 100% of the Improvement Area

C-3 Assessment levied for the Improvement Area C-3 Projects, which equals \$5,435,000, and since has been subdivided; the Improvement Area C-3 Assessment are allocated on the subdivided parcels per **Section IV**; outstanding in the amount of \$5,435,000 as further described in **Section IX.C** and shown on the Improvement Area C-3 Assessment Roll attached hereto as **Exhibit L-1**; and

- The special benefit (\geq \$9,526,606) received by the Improvement Area C-3 Assessed Property from the Improvement Area C-3 Projects is equal to or greater than the amount of the Improvement Area C-3 Assessment (\$5,435,000) initially levied on the Improvement Area C-3 Initial Parcel for the Improvement Area C-3 Projects; and
- At the time the City Council approved the 2024 Service and Assessment Plan, the Improvement Zone C Developer owned 100% of the Improvement Area C-3 Initial Parcel. The Improvement Zone C Remainder Area Owner acknowledged that the Improvement Area C-3 Projects confer a special benefit on the Improvement Area C-3 Initial Parcel and consented to the imposition of the Improvement Area C-3 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone C Remainder Area Owner ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the 2023 Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area C-3 Assessment on the Improvement Area C-3 Initial Parcel.
- *Improvement Zone C Remainder Area Apportioned Property*
 - The total costs of the Improvement Zone C Remainder Area Projects allocable to the Improvement Zone C Remainder Area Apportioned Property as financed by the Improvement Zone C Developer equals \$4,901,838, as shown on **Exhibit B-3**; and
 - The Improvement Zone C Remainder Area Apportioned Property receives special benefit from the Improvement Zone C Remainder Area Projects equal to or greater than the Actual Cost of the Improvement Zone C Remainder Area Projects apportioned to the Improvement Zone C Remainder Area Apportioned Property; and
 - At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Zone C Remainder Area Apportioned Property was apportioned 100% of the Improvement Zone C Remainder Area Apportionment of Costs for the

Improvement Zone C Remainder Area Projects, which equals \$4,901,838, as shown on **Exhibit B-5**, of which all or a portion of such amount is expected to be levied by the City at a later date; and

- At the time the City Council approved the 2023 Service and Assessment Plan, the Master Developer owned 100% of the Improvement Zone C Remainder Area Apportioned Property. The Master Developer acknowledged that the Improvement Zone C Remainder Area Projects confer a special benefit on the Improvement Zone C Remainder Area Apportioned Property and consented to the imposition of the Improvement Zone C Remainder Area Apportionment of Costs in anticipation of a future levy by the City Council to pay for all or a portion of the Improvement Zone C Remainder Area Apportionment of Costs of Improvement Zone C Remainder Area Projects associated therewith. The Master Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) the 2023 Service and Assessment Plan; and (3) the Apportionment of Costs on the Improvement Zone C Remainder Area Apportioned Property.

D. Annual Collection Costs

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

E. Additional Interest

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

F. TIRZ No. 15 Annual Credit Amount

The City Council, in accordance with the TIRZ No. 15 Agreement, has agreed to use a portion of TIRZ No. 15 Revenues generated from each Parcel of Assessed Property, on a parcel-by-parcel basis, to offset a portion of the principal and interest of such Assessed Property's Improvement Area A-1.1 Assessment, Improvement Area A-1.2 Assessment, Improvement Area A-1.3 Assessment, Improvement Area C-1 Assessment, Improvement Area C-2 Assessment, or Improvement Area C-3 Assessment, as applicable.

1. The principal and interest portion of the Improvement Area A-1.1 Annual Installment, the Improvement Area A-1.2 Annual Installment, the Improvement Area A-1.3 Annual Installment, the Improvement Area C-1 Annual Installment, the Improvement Area C-2 Annual Installment, or the Improvement Area C-3 Annual Installment for an Assessed Property shall be reduced by a TIRZ No. 15 Annual Credit Amount on a parcel-by-parcel basis equal to the TIRZ No. 15 Revenue generated by the Assessed Property for the previous Tax Year (e.g. TIRZ No. 15 Revenue collected from the Assessed Property for Tax Year 2023 shall be applied as the TIRZ No. 15 Annual Credit Amount applicable to the Assessed Property's Improvement Area A-1.1 Annual Installment, Improvement Area A-1.2 Annual Installment, Improvement Area A-1.3 Annual Installment, Improvement Area C-1 Annual Installment, Improvement Area C-2 Annual Installment, or Improvement Area C-3 Annual Installment to be collected in Tax Year 2024), but in no event shall the TIRZ No. 15 Annual Credit Amount exceed the TIRZ No. 15 Maximum Annual Credit Amount shown in **Section V.F.2** as calculated on **Exhibit F** for each applicable Lot Type of Assessed Property.
2. The TIRZ No. 15 Maximum Annual Credit Amount available to reduce the principal and interest portion of the Improvement Area A-1.1 Annual Installment, the Improvement Area A-1.2 Annual Installment, the Improvement Area A-1.3 Annual Installment, the Improvement Area C-1 Annual Installment, Improvement Area C-2 Annual Installment, or Improvement Area C-3 Annual Installment for an Assessed Property is calculated for each Lot Type, as shown on **Exhibit F**. The TIRZ No. 15 Maximum Annual Credit Amount is calculated so that the average Improvement Area A-1.1 Annual Installment, Improvement Area A-1.2 Annual Installment, Improvement Area A-1.3 Annual Installment, Improvement Area C-1 Annual Installment, Improvement Area C-2 Annual Installment, or Improvement Area C-3 Annual Installment minus the TIRZ No. 15 Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate (\$3.12 per \$100 of assessed value) taking into consideration the 2022 tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Improvement Area A-1.1 Annual Installments, Improvement Area A-1.2 Annual Installments, Improvement Area A-1.3 Annual Installments, Improvement Area C-1 Annual Installments, Improvement Area C-2 Annual Installments, or Improvement Area C-3 Annual Installment based on the Estimated Buildout Values at the time the applicable Assessment Ordinance is approved. The resulting TIRZ No. 15 Maximum Annual Credit Amount for each Lot Type is shown on **Exhibit F**.
3. After the TIRZ No. 15 Annual Credit Amount is applied to provide a credit towards the principal and interest portion of the Improvement Area A-1.1 Annual Installment,

Improvement Area A-1.2 Annual Installment, Improvement Area A-1.3 Annual Installment, Improvement Area C-1 Annual Installment, Improvement Area C-2 Annual Installment, or Improvement Area C-3 Annual Installment for the Assessed Property, any excess TIRZ No. 15 Revenues available from the Solterra PID Account of the TIRZ No. 15 Fund shall be held in a segregated account by the City and shall be used in accordance with the TIRZ No. 15 Project Plan and the TIRZ No. 15 Agreement.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Developers, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, Lot Type 10, Lot Type 11, Lot Type 12, Lot Type 13, Lot Type 14, and Lot Type 15 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates, but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

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

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

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

Prior to the recording of a subdivision plat, the Developers shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information which has been provided as of the approval of the 2023 Service and Assessment Plan, by the Developers, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, Lot Type 10, Lot Type 11, Lot Type 12, Lot Type 13, Lot Type 14, and Lot Type 15 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding. The Estimated Buildout Value for all of Improvement Zone A and Improvement Zone C will remain consistent as shown on **Exhibit E**, unless provided with an updated appraisal by an independent third-party.

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

3. Upon Consolidation

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

B. Mandatory Prepayment of Assessments

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

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

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

D. Reduction of Assessments

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds as directed by the City pursuant to the terms of such Indenture, and the TIRZ No. 15 Annual Credit Amount will be reduced in the same proportion as the Assessments. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

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

E. Prepayment of Assessments

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

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

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

will be reduced to the extent of the Prepayment made; and (4) the City shall provide the owner with a recordable “Notice of Assessment Termination.”

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-2** shows the estimated Improvement Area A-1.1 Annual Installments, **Exhibit H-2** shows the estimated Improvement Area A-1.2 Annual Installments, **Exhibit I-2** shows the estimated Improvement Area A-1.3 Annual Installments, **Exhibit J-2** shows the estimated Improvement Area C-1 Annual Installments, **Exhibit K-2** shows the estimated Improvement Area C-2 Annual Installments, and **Exhibit L-2** shows the estimated Improvement Area C-3 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefited Property or Non-Assessed Property, as shown by the Dallas Central Appraisal District for each tax parcel identification number.

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

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

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments

so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute “PID Bonds.”

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area A-1.1 Assessments, Improvement Area A-1.2 Assessments, Improvement Area A-1.3 Assessments, Improvement Area C-1 Assessments, Improvement Area C-2 Assessments, and Improvement Area C-3 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2024.

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

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

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the “**Remaining Property**”), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of the 2023 Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in

lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

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

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

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

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

SECTION VII: ASSESSMENT ROLL

The Improvement Area A-1.1 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area A-1.1 Assessment Roll and Improvement Area A-1.1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area A-1.2 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area A-1.2 Assessment Roll and Improvement Area A-1.2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area A-1.3 Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area A-1.3 Assessment Roll and Improvement Area A-1.3 Annual Installments for each Parcel as part of each Annual Service Plan Update.

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

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

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

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 A&R Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 A&R Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2024 A&R 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 2024 A&R 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 2024 A&R Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 A&R 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 2024 A&R Service and Assessment Plan. Interpretations of this 2024 A&R Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure; Filing in Real Property Records

Within seven days of approval by the City Council, the City shall file and record in the Official Public Records of the County the executed Ordinance of this 2024 A&R Service and Assessment Plan. In addition, the City shall similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date of each respective Annual Service Plan Update is approved.

E. Severability

If any provision of this 2024 A&R Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

SECTION IX: ADDITIONAL INFORMATION

A. Parcel Subdivision

Improvement Area A-1.1

- The final plat of Solterra, Phase 1A was filed and recorded with the County on December 20, 2022, and consists of 116 residential Lots and 6 Lots of Non-Benefited Property.
- The final plat of Solterra, Phase 1B was filed and recorded with the County on January 12, 2023, and consists of 90 residential Lots and 7 Lots of Non-Benefited Property.
- The final plat of Solterra, Phase 1C was filed and recorded with the County on March 6, 2023, and consists of 81 residential Lots and 4 Lots of Non-Benefited Property.

See the Lot Type classification summary within Improvement Area A-1.1 below:

Improvement Area A-1.1	
Lot Type	Number of Lots
Lot Type 1	20
Lot Type 2	174
Lot Type 3	41
Lot Type 4	52
IA A-1.1 Total	287

Improvement Area A-1.2

- The final plat of Solterra, Phase 1D was filed and recorded with the County on June 15, 2023, and consists of 234 residential Lots and 2 Lots of Non-Benefited Property.
- The final plat of Solterra, Phase 1E was filed and recorded with the County on June 15, 2023, and consists of 134 residential Lots and 2 Lots of Non-Benefited Property.
- The final plat of Solterra, Phase 1F was filed and recorded with the County on June 15, 2023, and consists of 21 residential Lots and 2 Lots of Non-Benefited Property.

See the Lot Type classification summary within Improvement Area A-1.2 below:

Improvement Area A-1.2	
Lot Type	Number of Lots
Lot Type 5	26
Lot Type 6	237
Lot Type 7	80
Lot Type 8	46
IA A-1.2 Total	389

Improvement Area A-1.3

- The final plat of Solterra, Phase 1G was filed and recorded with the County on July 26, 2023, and consists of 111 residential Lots and 4 Lots of Non-Benefited Property.

See the Lot Type classification summary within Improvement Area A-1.3 below:

Improvement Area A-1.3	
Lot Type	Number of Lots
Lot Type 9	111
IA A-1.3 Total	111

See **Exhibit A-13** for the Improvement Zone A Lot Type classification map.

Improvement Area C-1

- The final plat of Solterra South, Phase 1 was filed and recorded with the County on July 26, 2023, and consists of 162 residential Lots and 8 Lots of Non-Benefited Property.

See the Lot Type classification summary within Improvement Area C-1 below:

Improvement Area C-1	
Lot Type	Number of Lots
Lot Type 10	66
Lot Type 11	96
IA C-1 Total	162

Improvement Area C-2

- The final plat of Solterra South, Phase 2 was filed and recorded with the County on January 18, 2024, and consists of 104 residential Lots and 2 Lots of Non-Benefited Property.

See the Lot Type classification summary within Improvement Area C-2 below:

Improvement Area C-2	
Lot Type	Number of Lots
Lot Type 12	53
Lot Type 13	51
IA C-2 Total	104

Improvement Area C-3

- The final plat of Solterra South, Phase 3A, attached hereto as **Exhibit C-10**, was filed and recorded with the County on April 29, 2024, and consists of 12 residential Lots and 4 Lots of Non-Benefited Property.
- The final plat of Solterra South, Phase 3B, attached hereto as **Exhibit C-11**, was filed and recorded with the County on April 29, 2024, and consists of 135 residential Lots and 3 Lots of Non-Benefited Property.

See the Lot Type classification summary within Improvement Area C-3 below:

Improvement Area C-3	
Lot Type	Number of Lots
Lot Type 14	58
Lot Type 15	89
IA C-3 Total	147

See **Exhibit A-14** for the Improvement Zone C Lot Type classification map.

B. Lot and Home Sales

Improvement Area A-1

Per the Quarterly Report dated March 31, 2024, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 1: 7 Lots
 - Lot Type 2 and Lot Type 5: 36 Lots
 - Lot Type 3 and Lot Type 6: 71 Lots
 - Lot Type 4 and Lot Type 7: 25 Lots
 - Lot Type 8: 8 Lots
 - Lot Type 9: 87 Lots
- Homebuilder Owned:
 - Lot Type 1: 9 Lots
 - Lot Type 2 and Lot Type 5: 118 Lots
 - Lot Type 3 and Lot Type 6: 187 Lots
 - Lot Type 4 and Lot Type 7: 107 Lots
 - Lot Type 8: 37 Lots
 - Lot Type 9: 24 Lots
- End-User Owner:
 - Lot Type 1: 4 Lots
 - Lot Type 2 and Lot Type 5: 46 Lots
 - Lot Type 3 and Lot Type 6: 20 Lots
 - Lot Type 4 and Lot Type 7: 0 Lots
 - Lot Type 8: 1 Lots
 - Lot Type 9: 0 Lots

Improvement Area C-1

Per the Quarterly Report dated March 31, 2024, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 10: 3 Lots
 - Lot Type 11: 21 Lots
- Homebuilder Owned:
 - Lot Type 10: 63 Lots
 - Lot Type 11: 75 Lots
- End-User Owner:
 - Lot Type 10: 0 Lots
 - Lot Type 11: 0 Lots

Improvement Area C-2

Per the Quarterly Report dated March 31, 2024, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 12: 53 Lots
 - Lot Type 13: 50 Lots
- Homebuilder Owned:
 - Lot Type 12: 0 Lots
 - Lot Type 13: 1 Lots
- End-User Owner:
 - Lot Type 12: 0 Lots
 - Lot Type 13: 0 Lots

Improvement Area C-3

Per the Developer, as of June 5, 2024, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 14: 58 Lots
 - Lot Type 15: 89 Lots
- Homebuilder Owned:
 - Lot Type 14: 0 Lots
 - Lot Type 15: 0 Lots
- End-User Owner:
 - Lot Type 14: 0 Lots
 - Lot Type 15: 0 Lots

See **Appendix B** for the buyer disclosures.

C. Outstanding Assessment

Improvement Area A-1.1

Net of the principal bond payment due September 1, Improvement Area A-1.1 has an outstanding Assessment of \$11,279,356.50. The outstanding Assessment is less than the \$11,316,000 in outstanding Improvement Area A-1 Bonds attributable to Improvement Area A-1.1 due to prepayment of an Assessment for which Improvement Area A-1 Bonds have not yet been redeemed.

Improvement Area A-1.2

Net of the principal bond payment due September 1, Improvement Area A-1.2 has an outstanding Assessment of \$18,385,000.

Improvement Area A-1.3

Net of the principal bond payment due September 1, Improvement Area A-1.3 has an outstanding Assessment of \$3,430,000.

Improvement Area C-1

Net of the principal bond payment due September 1, Improvement Area C-1 has an outstanding Assessment of \$6,923,000.

Improvement Area C-2

Net of the principal bond payment due September 1, Improvement Area C-2 has an outstanding Assessment of \$3,525,000.

Improvement Area C-3

Improvement Area C-3 has an outstanding Assessment of \$5,435,000.

D. Annual Installment Due 1/31/2025

Improvement Area A-1.1

- **Principal and Interest** – The total principal and interest required for the Improvement Area A-1.1 Annual Installment is \$797,915.00.
 - **TIRZ Credit** - The total principal and interest credit from the TIRZ No. 15 Fund for the Improvement Area A-1.1 Annual Installment is \$22,403.83.
- **Additional Interest** – The total Prepayment and Delinquency Reserve Requirement, as defined in the applicable Indenture, is equal to \$1,822,205.00 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional

Interest on the outstanding Improvement Area A-1.1 Assessment, resulting in an Additional Interest amount due of \$56,580.00.

- **Annual Collection Costs** – The cost of administering the District and collecting the Improvement Area A-1.1 Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Improvement Area A-1.1 Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Improvement Area A-1.1 Annual Installment is \$22,242.48.

Annual Collection Costs	
Improvement Area A-1.1	
P3Works Administration	\$ 17,684.64
City Auditor	\$ 231.17
Filing Fees	\$ 231.17
County Collection	\$ 278.02
Misc.	\$ 231.17
PID Trustee Fees	\$ 1,536.99
Dissemination Agent	\$ 1,195.44
Draw Request Review	\$ -
Arbitrage Calculation	\$ 853.88
Total	\$ 22,242.48

Improvement Area A-1.1	
Due January 31, 2025	
Principal	\$ 169,000.00
Interest	628,915.00
	\$ 797,915.00
TIRZ Credit	\$ (22,403.83)
Additional Interest	\$ 56,580.00
Annual Collection Costs	\$ 22,242.48
Total	\$ 854,333.65

See the LOM for the Improvement Area A-1 pay period. See **Exhibit O-1** for the debt service schedule for the Improvement Area A-1 Bonds as shown in LOM.

Improvement Area A-1.2

- **Principal and Interest** – The total principal and interest required for the Improvement Area A-1.2 Annual Installment is \$1,290,205.00.
 - **TIRZ Credit** - The total principal and interest credit from the TIRZ No. 15 Fund for the Improvement Area A-1.2 Annual Installment is \$18,703.45.

- **Additional Interest** – The total Prepayment and Delinquency Reserve Requirement, as defined in the applicable Indenture, is equal to \$1,822,205.00 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional Interest on the outstanding Improvement Area A-1.2 Assessment, resulting in an Additional Interest amount due of \$91,925.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Improvement Area A-1.2 Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Improvement Area A-1.2 Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Improvement Area A-1.2 Annual Installment is \$36,137.15.

Annual Collection Costs	
Improvement Area A-1.2	
P3Works Administration	\$ 28,732.07
City Auditor	\$ 375.58
Filing Fees	\$ 375.58
County Collection	\$ 451.70
Misc.	\$ 375.58
PID Trustee Fees	\$ 2,497.13
Dissemination Agent	\$ 1,942.21
Draw Request Review	\$ -
Arbitrage Calculation	\$ 1,387.30
Total	\$ 36,137.15

Improvement Area A-1.2	
Due January 31, 2025	
Principal	\$ 268,000.00
Interest	1,022,205.00
	<u>\$ 1,290,205.00</u>
TIRZ Credit	\$ (18,703.45)
Additional Interest	\$ 91,925.00
Annual Collection Costs	\$ 36,137.15
Total	\$ 1,399,563.71

See the LOM for the Improvement Area A-1 pay period. See **Exhibit O-1** for the debt service schedule for the Improvement Area A-1 Bonds as shown in LOM.

Improvement Area A-1.3

- **Principal and Interest** – The total principal and interest required for the Improvement Area A-1.3 Annual Installment is \$248,150.00.

- **TIRZ Credit** - The total principal and interest credit from the TIRZ No. 15 Fund for the Improvement Area A-1.3 Annual Installment is \$3,489.41.
- **Additional Interest** – The total Prepayment and Delinquency Reserve Requirement, as defined in the applicable Indenture, is equal to \$1,822,205.00 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional Interest on the outstanding Improvement Area A-1.3 Assessment, resulting in an Additional Interest amount due of \$17,150.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Improvement Area A-1.3 Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Improvement Area A-1.3 Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Improvement Area A-1.3 Annual Installment is \$6,741.93.

Annual Collection Costs	
Improvement Area A-1.3	
P3Works Administration	\$ 5,360.40
City Auditor	\$ 70.07
Filing Fees	\$ 70.07
County Collection	\$ 84.27
Misc.	\$ 70.07
PID Trustee Fees	\$ 465.88
Dissemination Agent	\$ 362.35
Draw Request Review	\$ -
Arbitrage Calculation	\$ 258.82
Total	\$ 6,741.93

Improvement Area A-1.3	
Due January 31, 2025	
Principal	\$ 58,000.00
Interest	190,150.00
	\$ 248,150.00
TIRZ Credit	\$ (3,489.41)
Additional Interest	\$ 17,150.00
Annual Collection Costs	\$ 6,741.93
Total	\$ 268,552.52

See the LOM for the Improvement Area A-1 pay period. See **Exhibit O-1** for the debt service schedule for the Improvement Area A-1 Bonds as shown in LOM.

Improvement Area C-1

- **Principal and Interest** – The total principal and interest required for the Improvement Area C-1 Annual Installment is \$485,681.26.
 - **TIRZ Credit** - The total principal and interest credit from the TIRZ No. 15 Fund for the Improvement Area C-1 Annual Installment is \$7,841.40.
- **Additional Interest** – The total Prepayment and Delinquency Reserve Requirement, as defined in the applicable Indenture, is equal to \$380,765.00 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional Interest on the outstanding Improvement Area C-1 Assessment, resulting in an Additional Interest amount due of \$34,615.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Improvement Area C-1 Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Improvement Area C-1 Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Improvement Area C-1 Annual Installment is \$25,435.59.

Annual Collection Costs	
Improvement Area C-1	
P3Works Administration	\$ 10,843.37
City Auditor	\$ 141.74
Filing Fees	\$ 141.74
County Collection	\$ 167.00
Misc.	\$ 141.74
PID Trustee Fees	\$ 4,500.00
Dissemination Agent	\$ 3,500.00
Draw Request Review	\$ 5,000.00
Arbitrage Calculation	\$ 1,000.00
Total	\$ 25,435.59

Improvement Area C-1	
Due January 31, 2025	
Principal	\$ 110,000.00
Interest	375,681.26
	\$ 485,681.26
TIRZ Credit	\$ (7,841.40)
Additional Interest	\$ 34,615.00
Annual Collection Costs	\$ 25,435.59
Total	\$ 537,890.45

See the LOM for the Improvement Area C-1 pay period. See **Exhibit O-2** for the debt service schedule for the Improvement Area C-1 Bonds as shown in LOM.

Improvement Area C-2

- **Principal and Interest** – The total principal and interest required for the Improvement Area C-2 Annual Installment is \$253,361.26.
 - **TIRZ Credit** - The total principal and interest credit from the TIRZ No. 15 Fund for the Improvement Area C-2 Annual Installment is \$3,992.62.
- **Additional Interest** – The total Prepayment and Delinquency Reserve Requirement, as defined in the applicable Indenture, is equal to \$193,875.00 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional Interest on the outstanding Improvement Area C-2 Assessment, resulting in an Additional Interest amount due of \$17,625.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Improvement Area C-2 Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Improvement Area C-2 Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Improvement Area C-2 Annual Installment is \$19,675.55.

Annual Collection Costs		
Improvement Area C-2		
P3Works Administration	\$	5,460.41
City Auditor	\$	71.38
Filing Fees	\$	71.38
County Collection	\$	1.00
Misc.	\$	71.38
PID Trustee Fees	\$	4,500.00
Dissemination Agent	\$	3,500.00
Draw Request Review	\$	5,000.00
Arbitrage Calculation	\$	1,000.00
Total	\$	19,675.55

Improvement Area C-2	
Due January 31, 2025	
Principal	\$ 59,000.00
Interest	194,361.26
	<u>\$ 253,361.26</u>
TIRZ Credit	\$ (3,992.62)
Additional Interest	\$ 17,625.00
Annual Collection Costs	\$ 19,675.55
Total	\$ 286,669.19

See the LOM for the Improvement Area C-2 pay period. See **Exhibit O-3** for the debt service schedule for the Improvement Area C-2 Bonds as shown in LOM.

Improvement Area C-3

- **Principal and Interest** – The total principal and interest required for the Improvement Area C-3 Annual Installment is \$410,976.08.
 - **TIRZ Credit** - The total principal and interest credit from the TIRZ No. 15 Fund for the Improvement Area C-3 Annual Installment is \$6,156.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Improvement Area C-3 Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Improvement Area C-3 Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Improvement Area C-3 Annual Installment is \$13,750.25.

Annual Collection Costs	
Improvement Area C-3	
P3Works Administration	\$ 8,419.10
City Auditor	\$ 110.05
Filing Fees	\$ 110.05
County Collection	\$ 1.00
Misc.	\$ 110.05
Draw Request Review	\$ 5,000.00
Total	\$ 13,750.25

Improvement Area C-3	
Due January 31, 2025	
Principal	\$ 141,000.00
Interest	269,976.08
	<u>\$ 410,976.08</u>
TIRZ Credit	\$ (6,156.00)
Additional Interest	\$ 27,175.00
Annual Collection Costs	\$ 13,750.25
Total	\$ 445,745.33

See the LOM for the Improvement Area C-3 pay period. See **Exhibit O-4** for the debt service schedule for the Improvement Area C-3 Bonds as shown in LOM.

EXHIBITS

The following Exhibits are attached to and made a part of this 2024 A&R Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Zone A
Exhibit A-3	Map of Improvement Area A-1.1
Exhibit A-4	Map of Improvement Area A-1.2
Exhibit A-5	Map of Improvement Area A-1.3
Exhibit A-6	Map of Improvement Zone A Remainder Area
Exhibit A-7	Map of Improvement Zone B
Exhibit A-8	Map of Improvement Zone C
Exhibit A-9	Map of Improvement Area C-1
Exhibit A-10	Map of Improvement Area C-2
Exhibit A-11	Map of Improvement Area C-3
Exhibit A-12	Map of Improvement Zone C Remainder Area
Exhibit A-13	Improvement Zone A Lot Type Classification Map
Exhibit A-14	Improvement Zone C Lot Type Classification Map
Exhibit B-1	Authorized Improvements – Improvement Zone A
Exhibit B-2	Authorized Improvements – Improvement Zone B
Exhibit B-3	Authorized Improvements – Improvement Zone C
Exhibit B-4	Authorized Improvements – Summary
Exhibit B-5	Apportionment of Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F	TIRZ No. 15 Annual Credit Amount by Lot Type
Exhibit G-1	Improvement Area A-1.1 Assessment Roll
Exhibit G-2	Improvement Area A-1.1 Annual Installments
Exhibit H-1	Improvement Area A-1.2 Assessment Roll
Exhibit H-2	Improvement Area A-1.2 Annual Installments
Exhibit I-1	Improvement Area A-1.3 Assessment Roll
Exhibit I-2	Improvement Area A-1.3 Annual Installments
Exhibit J-1	Improvement Area C-1 Assessment Roll
Exhibit J-2	Improvement Area C-1 Annual Installments
Exhibit K-1	Improvement Area C-2 Assessment Roll
Exhibit K-2	Improvement Area C-2 Annual Installments
Exhibit L-1	Improvement Area C-3 Assessment Roll

Exhibit L-2	Improvement Area C-3 Annual Installments
Exhibit M-1	Maps of Improvement Zone A Improvements
Exhibit M-2	Maps of Improvement Area A-1 Improvements
Exhibit M-3	Maps of Improvement Zone C Improvements
Exhibit M-4	Maps of Improvement Area C-1 Improvements
Exhibit M-5	Maps of Improvement Area C-2 Improvements
Exhibit M-6	Maps of Improvement Area C-3 Improvements
Exhibit M-7	Maps of Major Improvements
Exhibit N	Form of Notice of Assessment Termination
Exhibit O-1	Debt Service Schedule for Improvement Area A-1 Bonds
Exhibit O-2	Debt Service Schedule for Improvement Area C-1 Bonds
Exhibit O-3	Debt Service Schedule for Improvement Area C-2 Bonds
Exhibit O-4	Debt Service Schedule for Improvement Area C-3 Bonds
Exhibit P-1	District Legal Description
Exhibit P-2	Improvement Zone A Legal Description
Exhibit P-3	Improvement Area A-1.1 Legal Description
Exhibit P-4	Improvement Area A-1.2 Legal Description
Exhibit P-5	Improvement Area A-1.3 Legal Description
Exhibit P-6	Improvement Area B Legal Description
Exhibit P-7	Improvement Zone C Legal Description
Exhibit P-8	Improvement Area C-1 Legal Description
Exhibit P-9	Improvement Area C-2 Legal Description
Exhibit P-10	Improvement Area C-3 Legal Description

APPENDICES

The following Appendices are attached to and made a part of this 2024 A&R Service and Assessment Plan for all purposes:

Appendix A	Engineer's Report
Appendix B	Buyer Disclosures

EXHIBIT A-1 – MAP OF THE DISTRICT

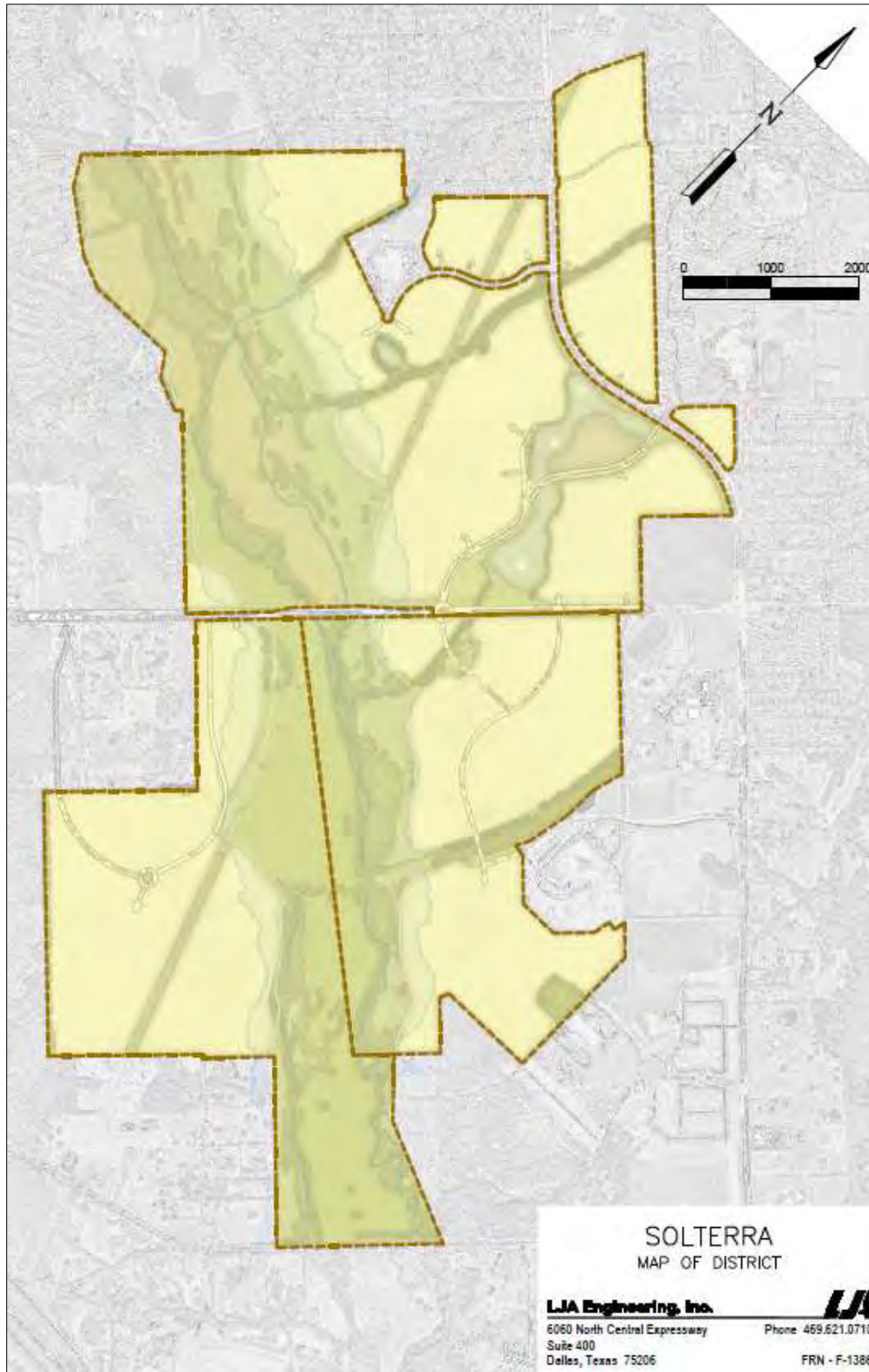


EXHIBIT A-2 – MAP OF IMPROVEMENT ZONE A

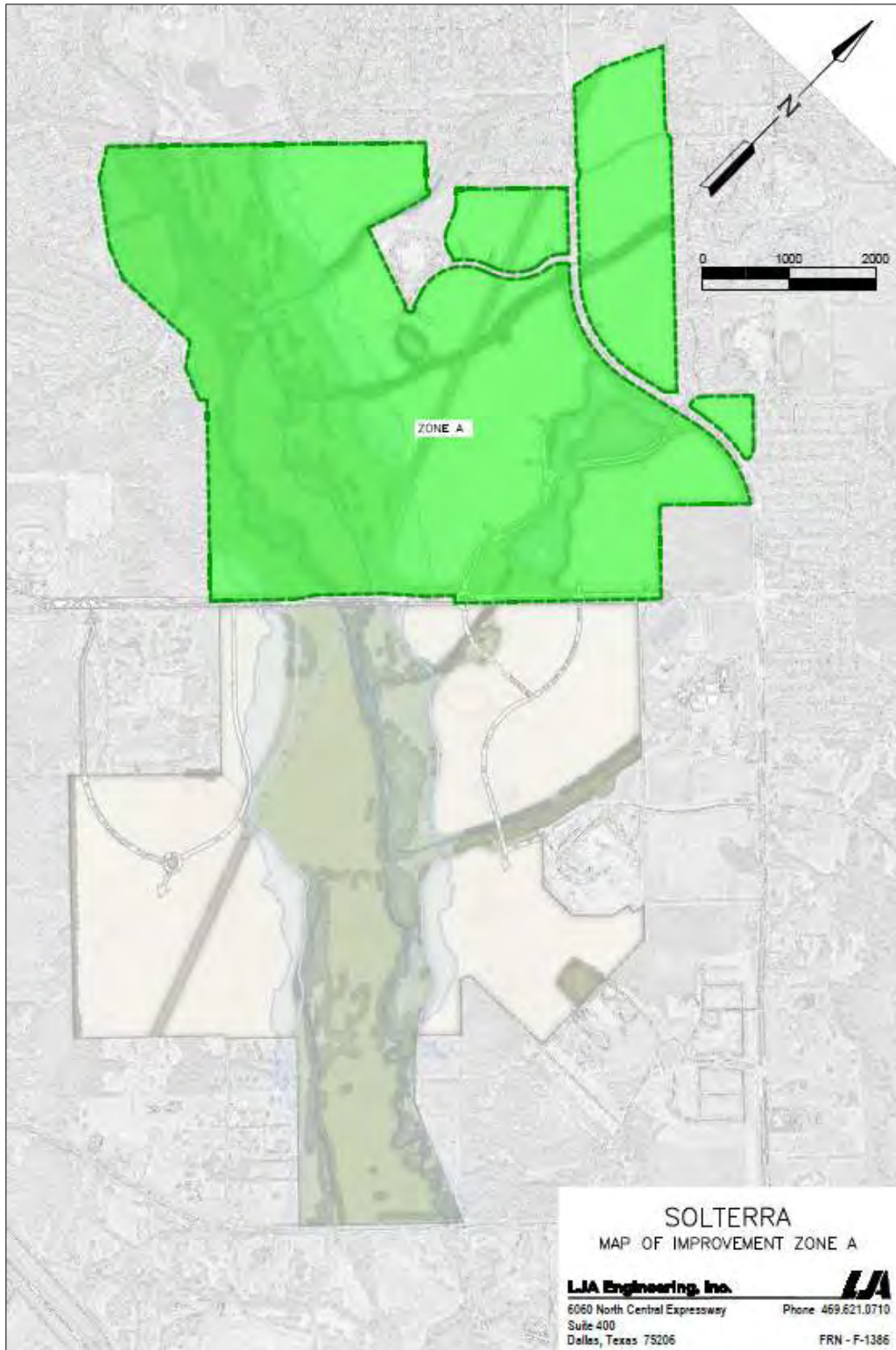


EXHIBIT A-3 – MAP OF IMPROVEMENT AREA A-1.1

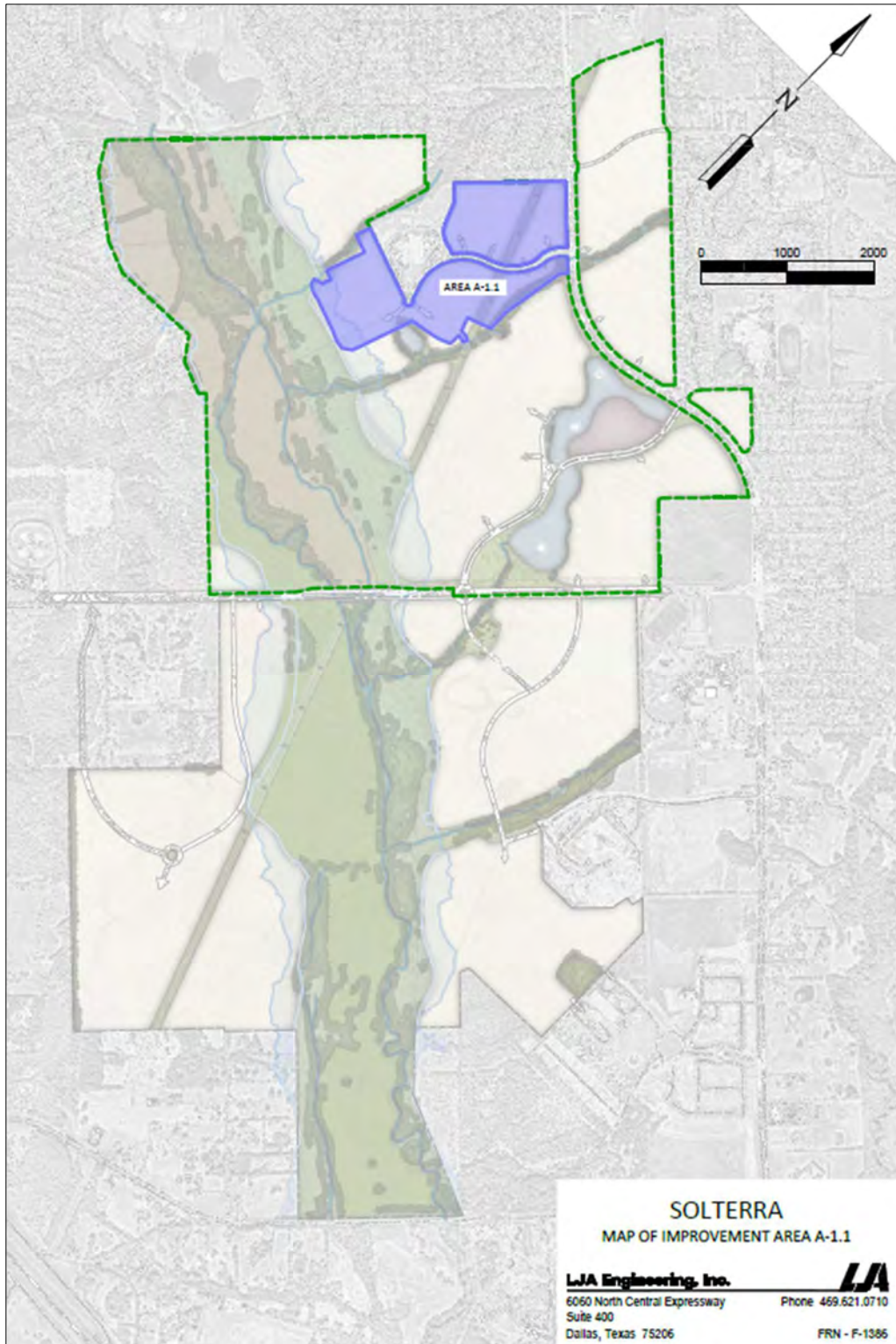


EXHIBIT A-4 – MAP OF IMPROVEMENT AREA A-1.2

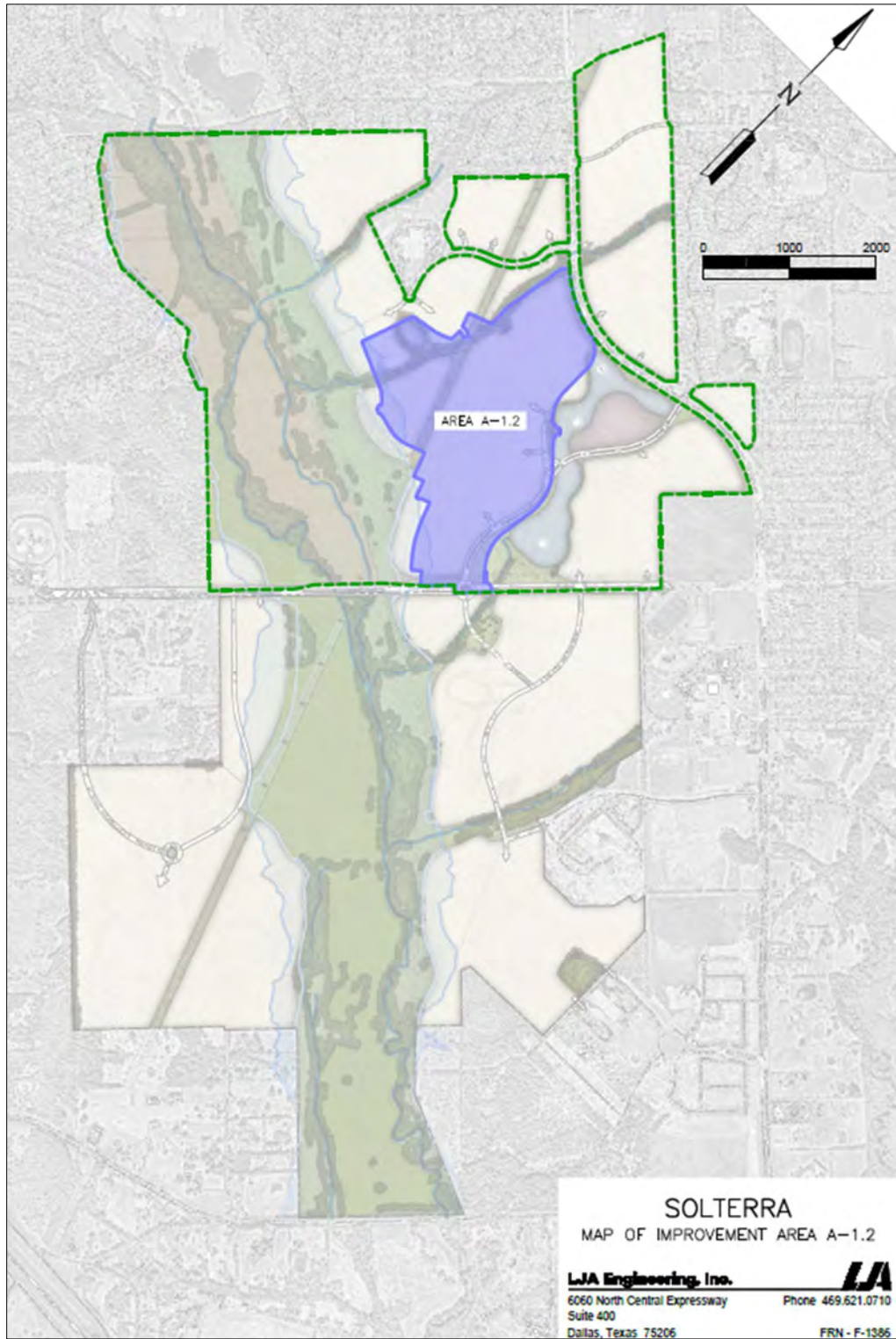


EXHIBIT A-5 – MAP OF IMPROVEMENT AREA A-1.3

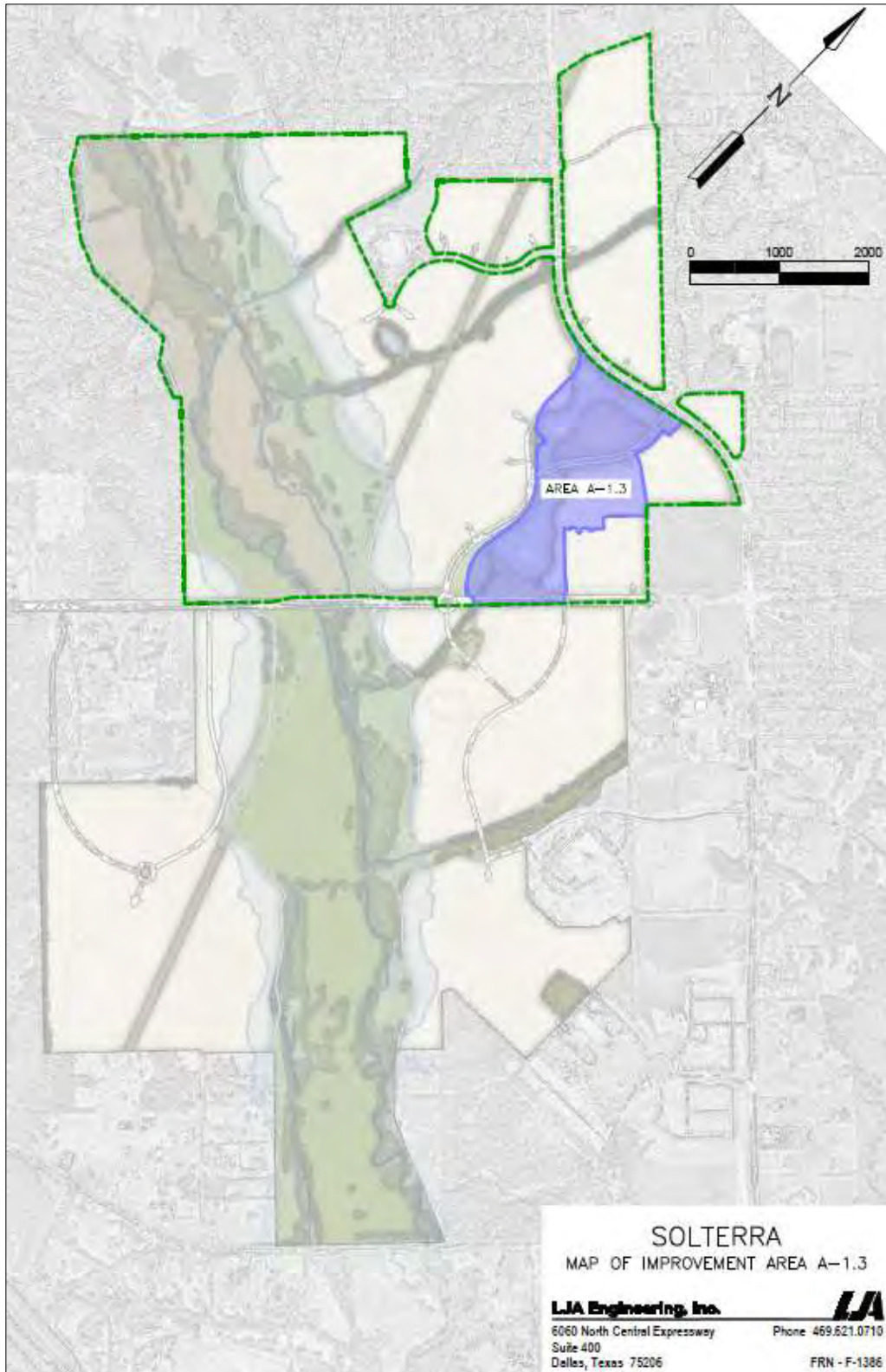


EXHIBIT A-6 – MAP OF IMPROVEMENT ZONE A REMAINDER AREA

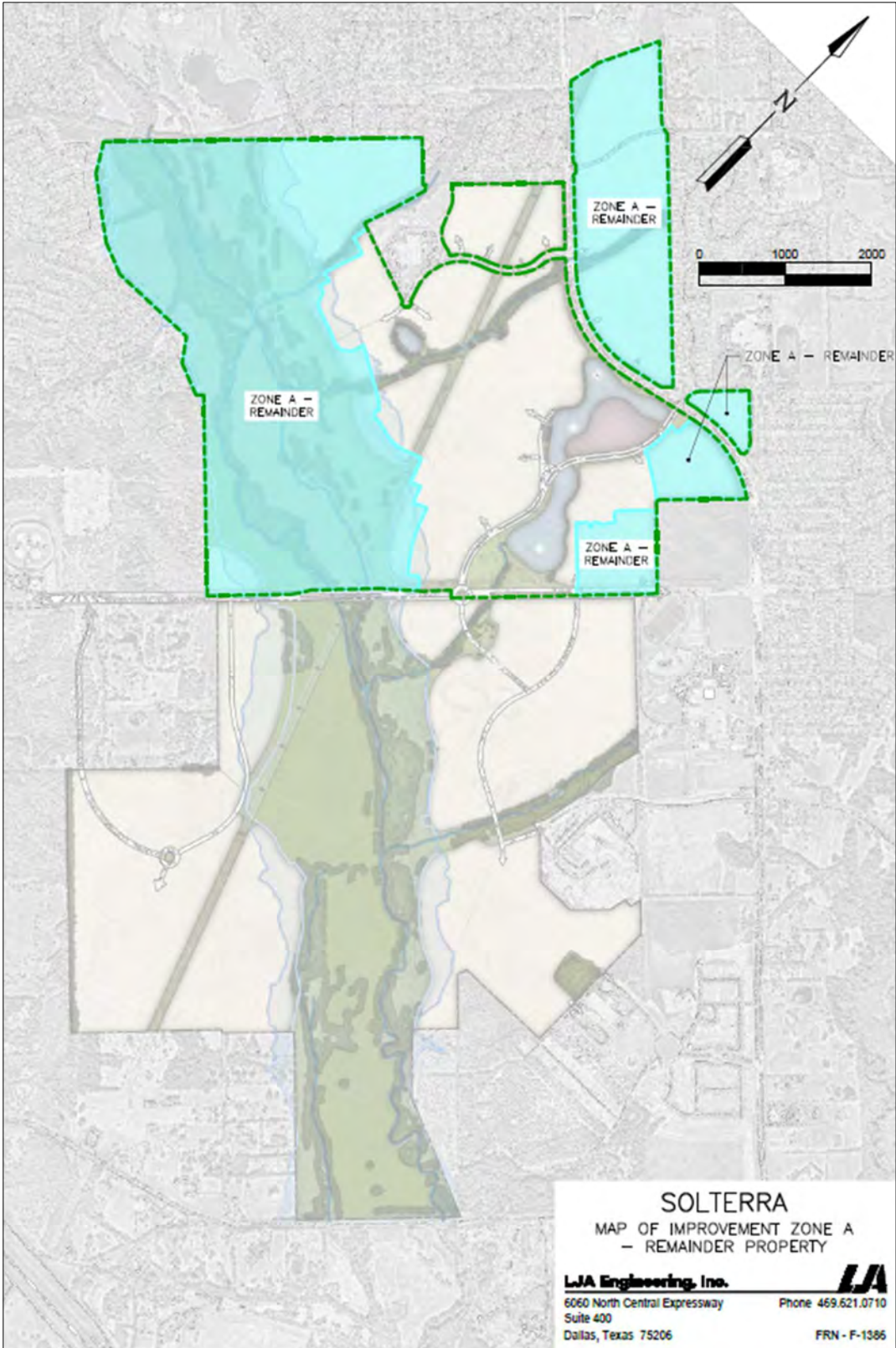


EXHIBIT A-7 – MAP OF IMPROVEMENT ZONE B

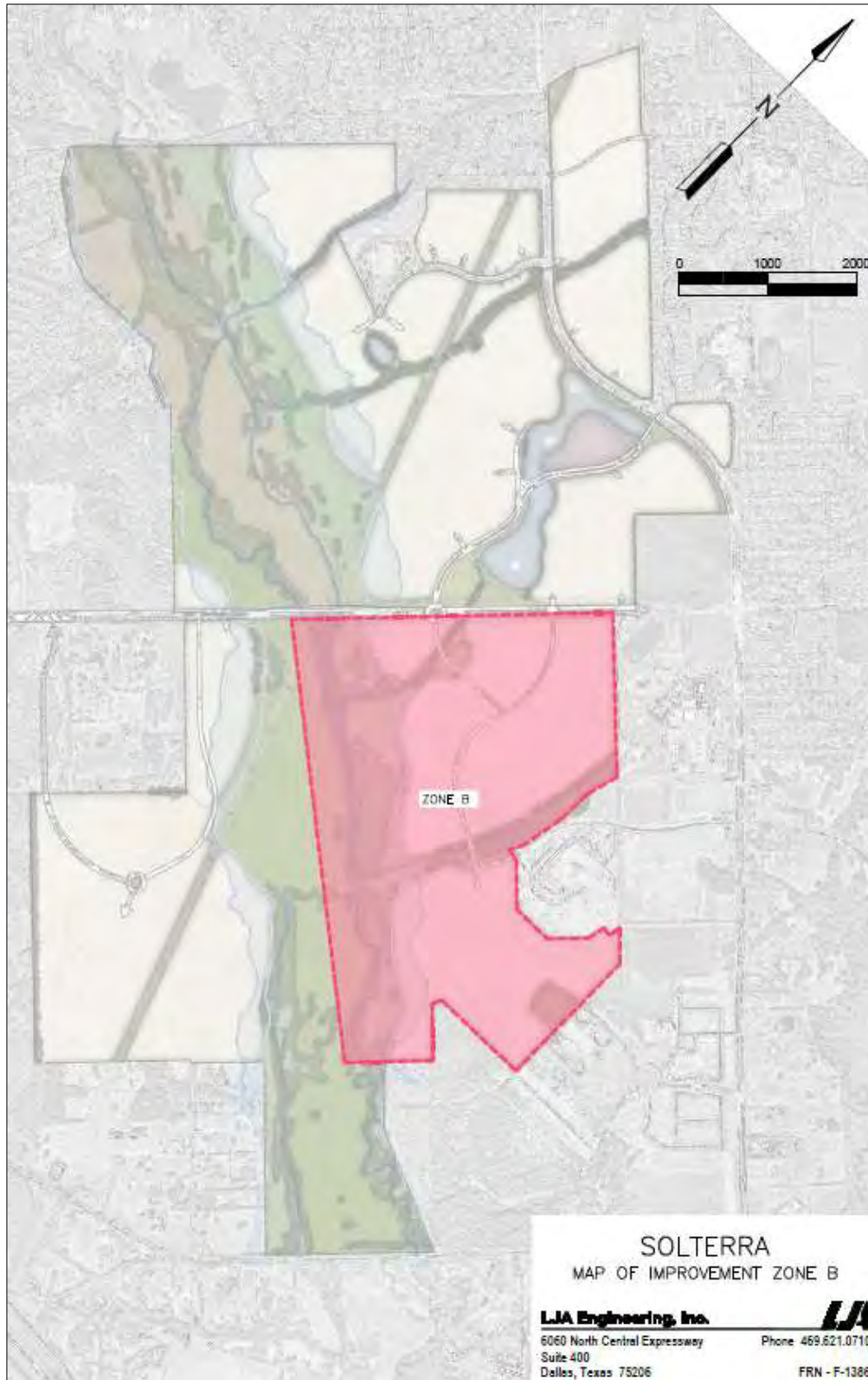


EXHIBIT A-8 – MAP OF IMPROVEMENT ZONE C

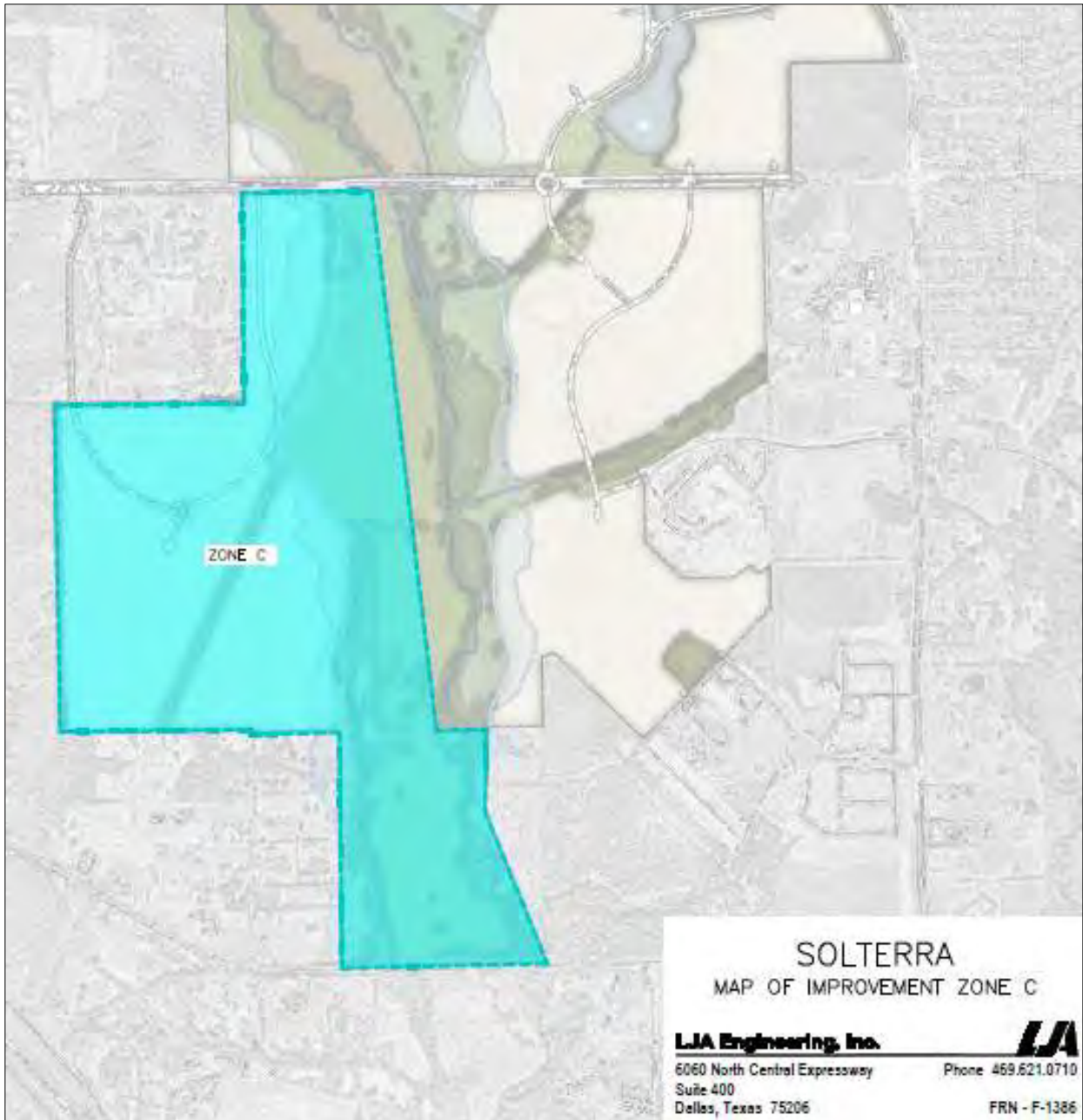


EXHIBIT A-9 – MAP OF IMPROVEMENT AREA C-1

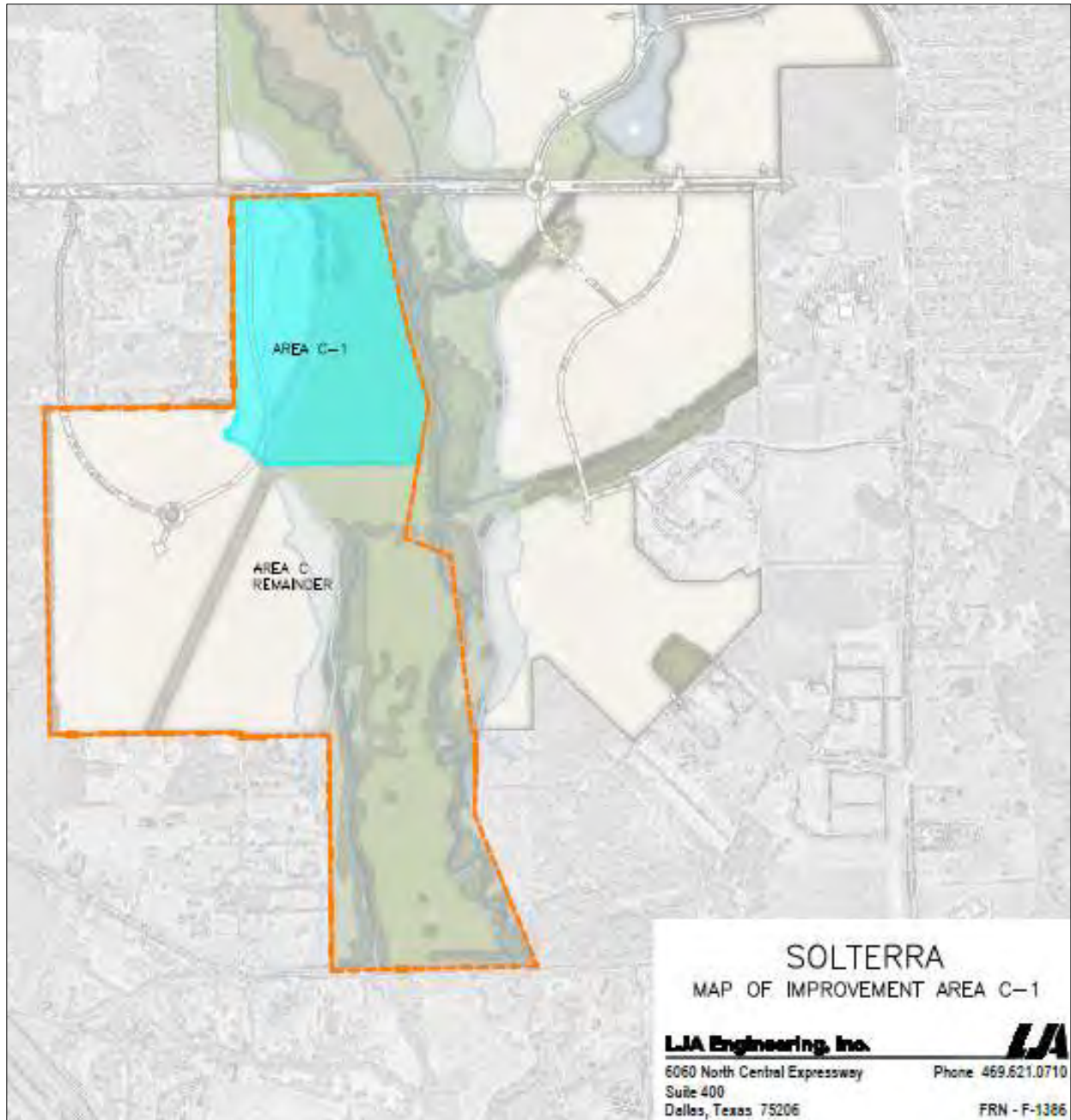


EXHIBIT A-10 – MAP OF IMPROVEMENT AREA C-2

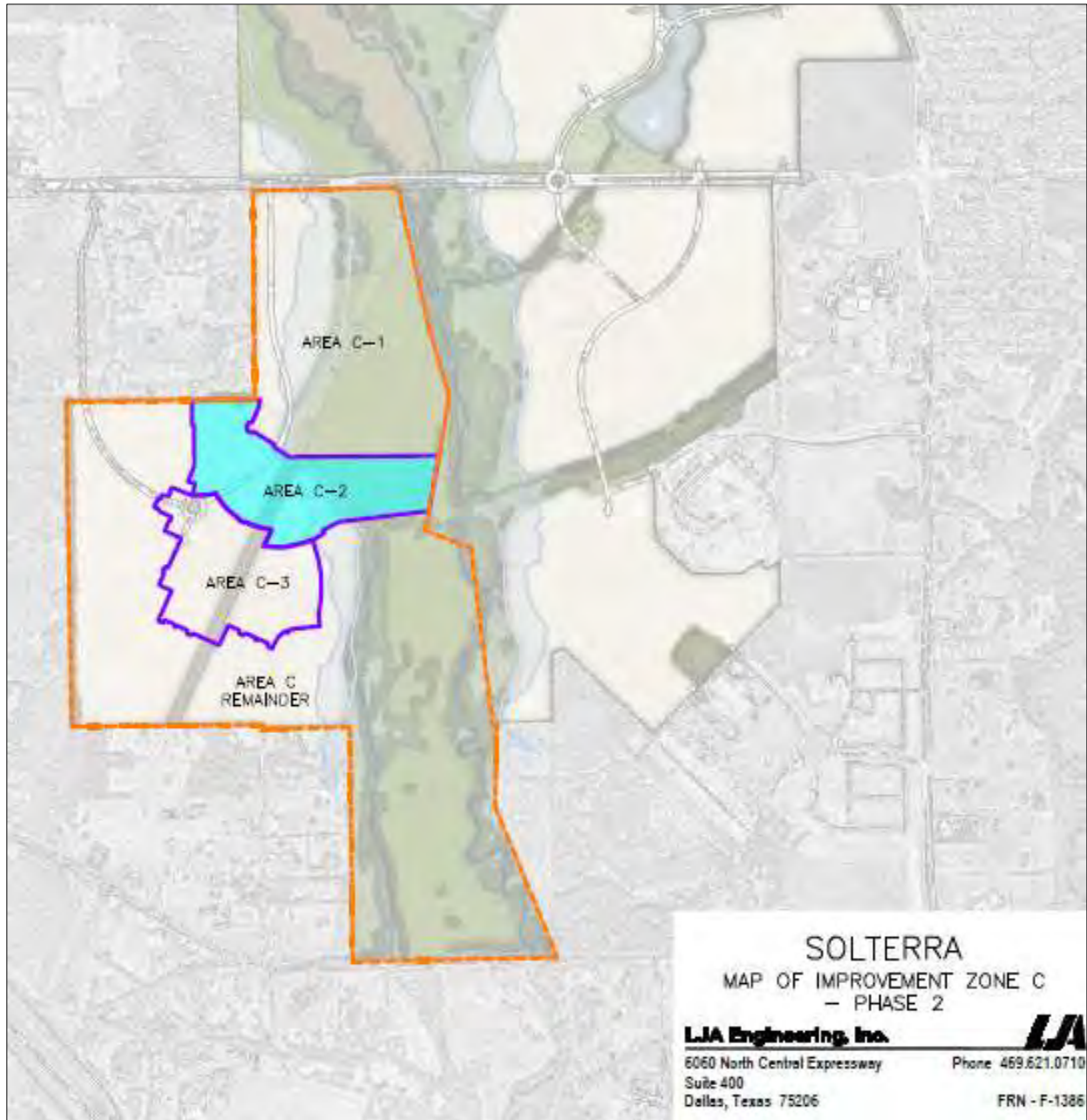


EXHIBIT A-11 – MAP OF IMPROVEMENT AREA C-3

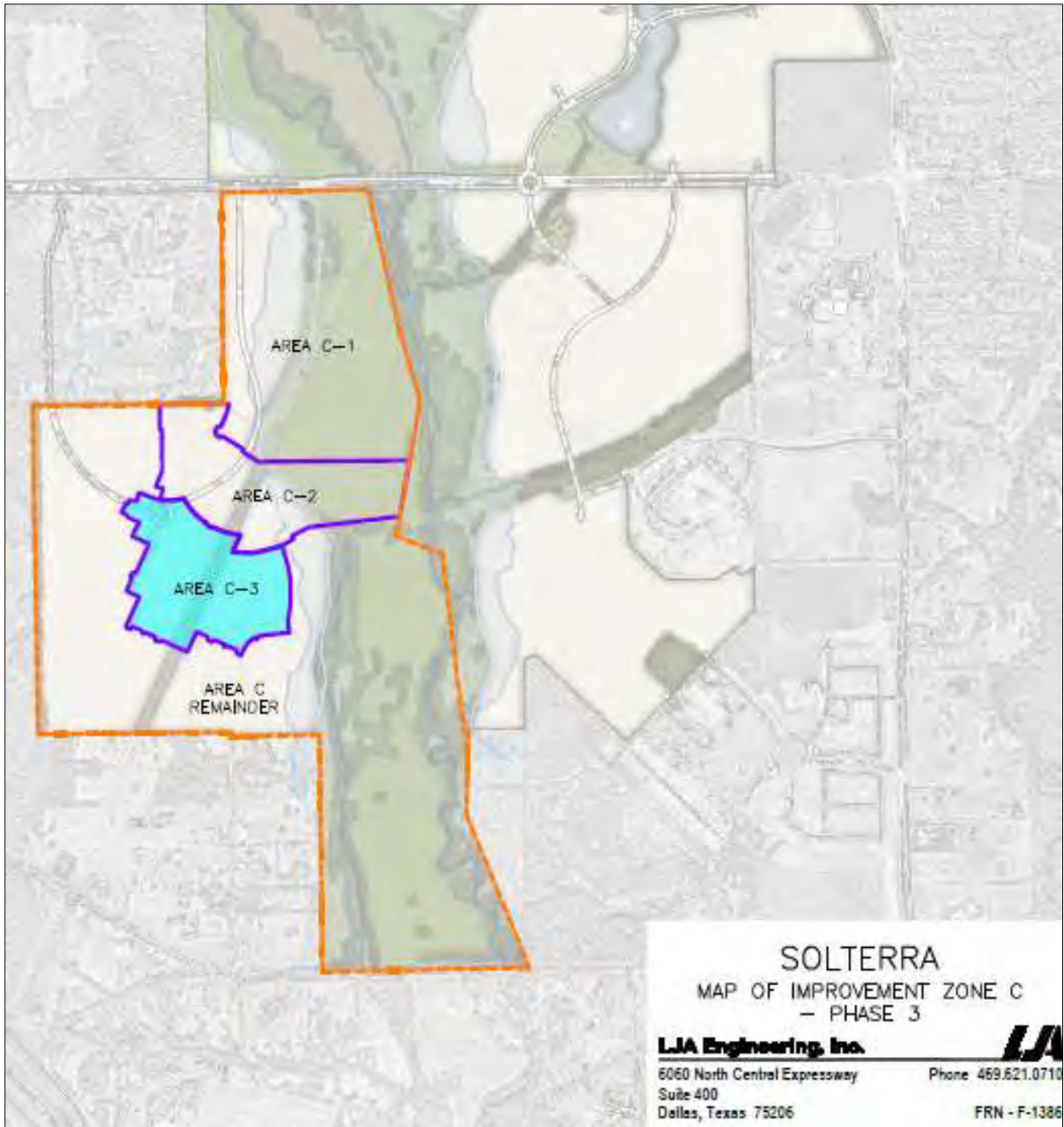


EXHIBIT A-12 – MAP OF IMPROVEMENT C REMAINDER AREA

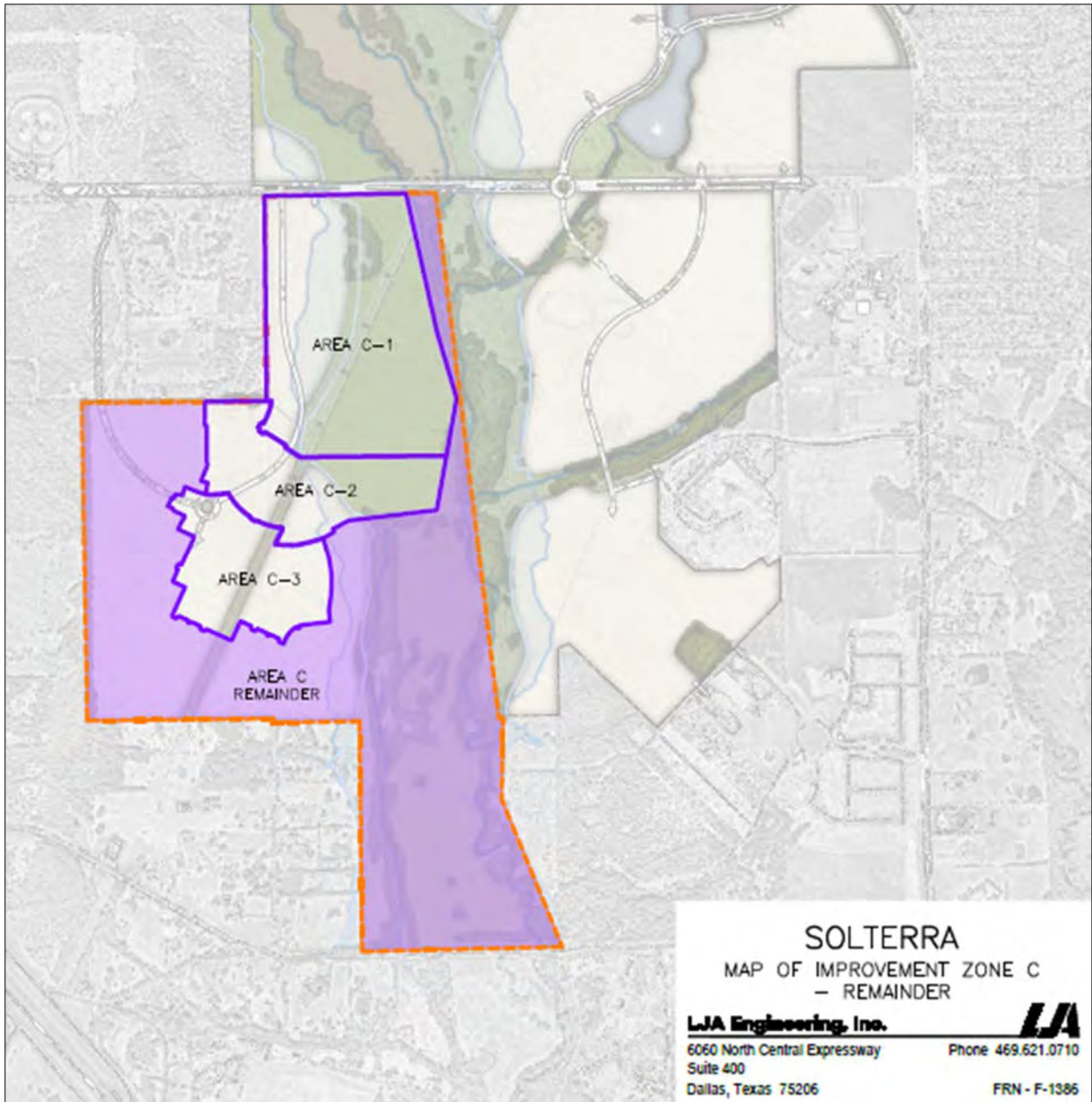
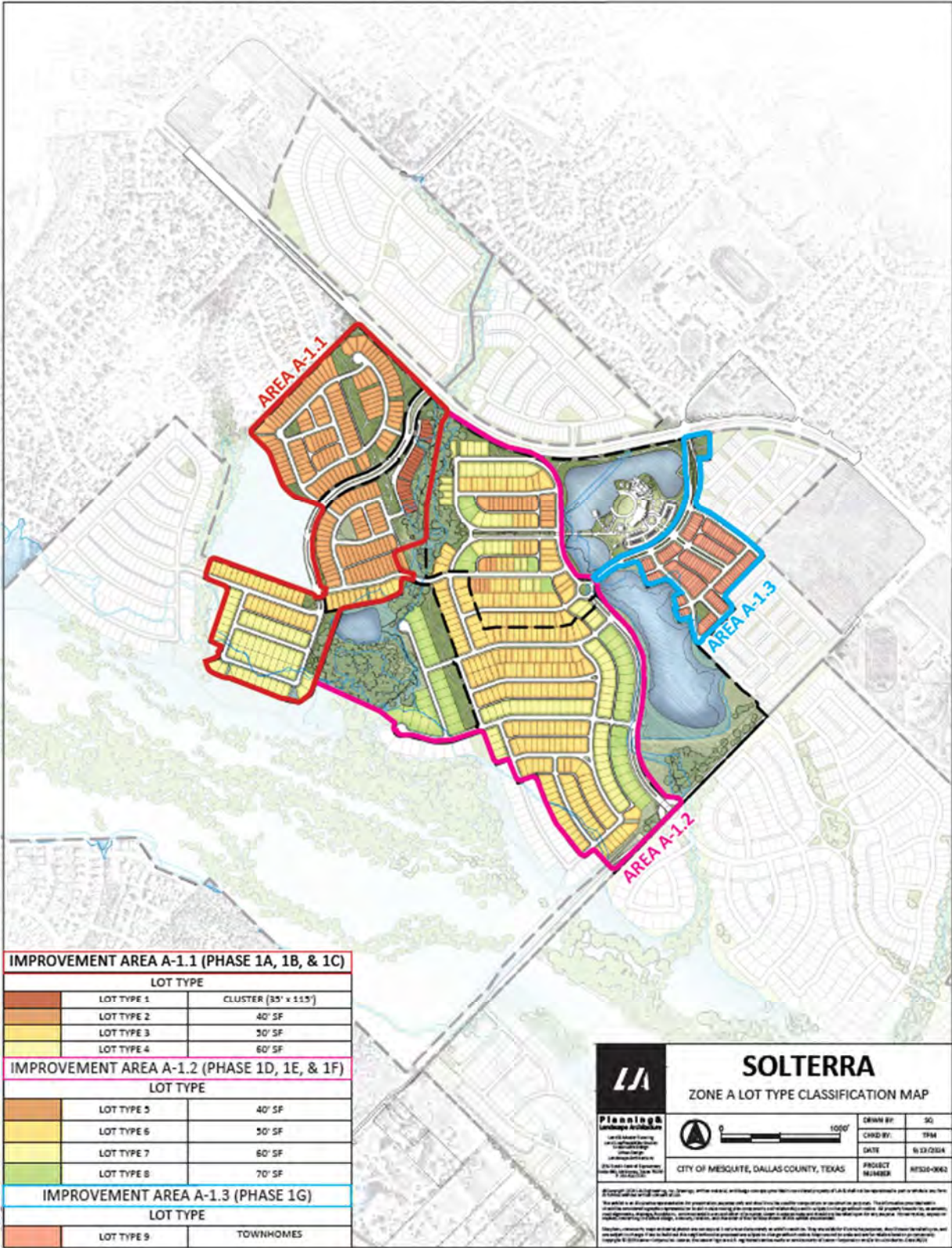


EXHIBIT A-13 – IMPROVEMENT ZONE A LOT TYPE CLASSIFICATION MAP



IMPROVEMENT AREA A-1.1 (PHASE 1A, 1B, & 1C)		
LOT TYPE		
	LOT TYPE 1	CLUSTER (35' x 115')
	LOT TYPE 2	40' SF
	LOT TYPE 3	50' SF
	LOT TYPE 4	60' SF
IMPROVEMENT AREA A-1.2 (PHASE 1D, 1E, & 1F)		
LOT TYPE		
	LOT TYPE 5	40' SF
	LOT TYPE 6	50' SF
	LOT TYPE 7	60' SF
	LOT TYPE 8	70' SF
IMPROVEMENT AREA A-1.3 (PHASE 1G)		
LOT TYPE		
	LOT TYPE 9	TOWNHOMES

LA
Planning & Architecture

10000 North Central Expressway
Suite 1000
Dallas, Texas 75243-1000
Phone: 214.416.1000
www.laplanning.com

SOLTERRA

ZONE A LOT TYPE CLASSIFICATION MAP

CITY OF MESQUITE, DALLAS COUNTY, TEXAS

DRAWN BY:	SG
CHWD BY:	TPM
DATE:	6/13/2024
PROJECT NUMBER:	RF330-0862

This map is a planning map intended for presentation purposes only and does not constitute a final engineering or architectural drawing. The information depicted on this map is based on the information provided to the planner and is not intended to be used for any other purpose. All property boundaries, easements, and other information shown on this map are for informational purposes only and should not be used for any other purpose. The planner assumes no responsibility for any errors or omissions on this map. The planner is not responsible for any consequences arising from the use of this map.

EXHIBIT A-14 – IMPROVEMENT ZONE C LOT TYPE CLASSIFICATION MAP

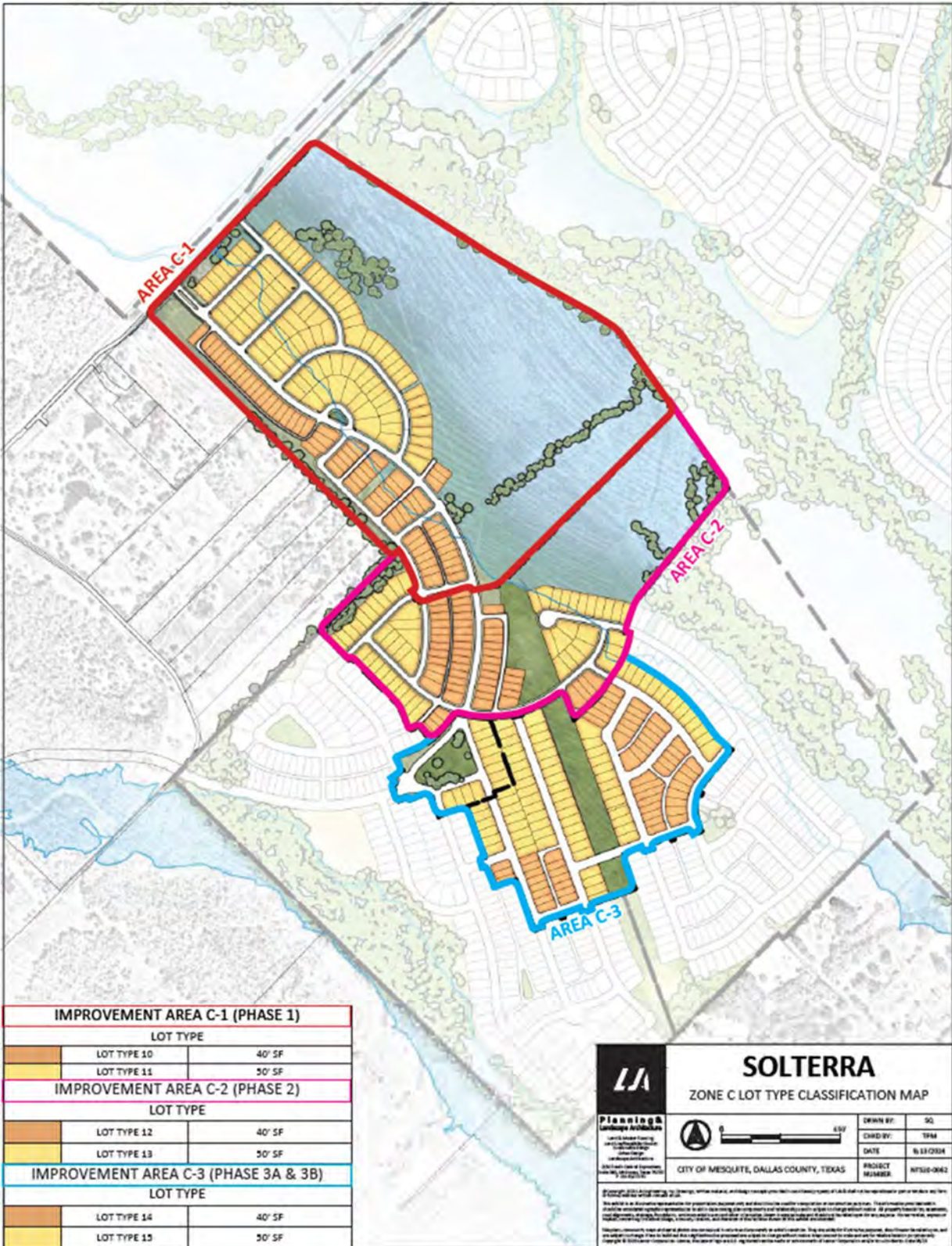


EXHIBIT B-1 – AUTHORIZED IMPROVEMENTS – IMPROVEMENT ZONE A

	Total Cost	Private Cost	Authorized Improvements	Improvement Zone A							
				Improvement Area A-1.1		Improvement Area A-1.2		Improvement Area A-1.3		Improvement Zone A Remainder Area	
				%	Cost	%	Cost	%	Cost	%	Cost
<i>Improvement Zone A Improvements</i> ^{[a],[b]}											
Roads	\$ 1,023,359	\$ -	\$ 1,023,359	14.86%	\$ 152,091	22.88%	\$ 234,161	4.14%	\$ 42,337	58.12%	\$ 594,771
Sanitary Sewer	1,115,573	-	1,115,573	14.86%	165,795	22.88%	255,261	4.14%	46,152	58.12%	648,366
Storm Sewer	3,032,640	-	3,032,640	14.86%	450,708	22.88%	693,916	4.14%	125,461	58.12%	1,762,556
Water	954,474	-	954,474	14.86%	141,853	22.88%	218,399	4.14%	39,487	58.12%	554,736
Landscaping	605,206	-	605,206	14.86%	89,945	22.88%	138,481	4.14%	25,038	58.12%	351,743
Soft Costs	1,167,500	-	1,167,500	14.86%	173,513	22.88%	267,142	4.14%	48,300	58.12%	678,545
	<u>\$ 7,898,752</u>	<u>\$ -</u>	<u>\$ 7,898,752</u>		<u>\$ 1,173,904</u>		<u>\$ 1,807,358</u>		<u>\$ 326,774</u>		<u>\$ 4,590,716</u>
<i>Improvement Area A-1 Improvements</i> ^[a]											
Roads	\$ 12,288,802	\$ -	\$ 12,288,802	35.49%	\$ 4,360,858	54.64%	\$ 6,714,035	9.88%	\$ 1,213,909	0.00%	\$ -
Sanitary Sewer	4,677,782	-	4,677,782	35.49%	1,659,978	54.64%	2,555,724	9.88%	462,080	0.00%	-
Storm Sewer	6,579,075	-	6,579,075	35.49%	2,334,679	54.64%	3,594,503	9.88%	649,893	0.00%	-
Water	4,975,077	-	4,975,077	35.49%	1,765,477	54.64%	2,718,153	9.88%	491,447	0.00%	-
Landscaping	49,725	-	49,725	35.49%	17,646	54.64%	27,167	9.88%	4,912	0.00%	-
Soft Costs	4,625,900	-	4,625,900	35.49%	1,641,567	54.64%	2,527,378	9.88%	456,955	0.00%	-
	<u>\$ 33,196,361</u>	<u>\$ -</u>	<u>\$ 33,196,361</u>		<u>\$ 11,780,205</u>		<u>\$ 18,136,961</u>		<u>\$ 3,279,195</u>		<u>\$ -</u>
<i>Major Improvements</i> ^{[a],[b]}											
Roads	\$ 3,049,668	\$ -	\$ 3,049,668	7.03%	\$ 453,238	10.83%	\$ 697,812	1.96%	\$ 126,166	27.50%	\$ 1,772,452
Storm Sewer	701,782	-	701,782	7.03%	104,298	10.83%	160,579	1.96%	29,033	27.50%	407,872
Landscaping	3,325,240	-	3,325,240	7.03%	494,194	10.83%	760,867	1.96%	137,566	27.50%	1,932,613
Soft Costs	1,295,648	-	1,295,648	7.03%	192,558	10.83%	296,465	1.96%	53,601	27.50%	753,024
	<u>\$ 8,372,337</u>	<u>\$ -</u>	<u>\$ 8,372,337</u>		<u>\$ 1,244,288</u>		<u>\$ 1,915,722</u>		<u>\$ 346,366</u>		<u>\$ 4,865,962</u>
<i>Private Improvements</i> ^[a]											
	<u>\$ 22,829,043</u>	<u>\$ 22,829,043</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
	\$ 22,829,043	\$ 22,829,043	\$ -		\$ -		\$ -		\$ -		\$ -
<i>Bond Issuance Costs</i>											
Debt Service Reserve Fund	\$ 2,400,525	\$ -	\$ 2,400,525		\$ 820,883		\$ 1,333,306		\$ 246,337		\$ -
Capitalized Interest	204,939	-	204,939		-		-		204,939		-
Underwriter Discount	1,002,750	-	1,002,750		342,900		556,950		102,900		-
Original Issue Discount	84,261	-	84,261		28,811		46,495		8,955		-
Cost of Issuance	1,406,677	-	1,406,677		481,027		781,300		144,350		-
	<u>\$ 5,099,153</u>	<u>\$ -</u>	<u>\$ 5,099,153</u>		<u>\$ 1,673,621</u>		<u>\$ 2,718,051</u>		<u>\$ 707,481</u>		<u>\$ -</u>
<i>Other Costs</i> ^[d]											
Initial Deposit to Administrative Fund	\$ 60,000	\$ -	\$ 60,000		\$ 21,292		\$ 32,781		\$ 5,927		\$ -
	<u>\$ 60,000</u>	<u>\$ -</u>	<u>\$ 60,000</u>		<u>\$ 21,292</u>		<u>\$ 32,781</u>		<u>\$ 5,927</u>		<u>\$ -</u>
Total	\$ 77,455,646	\$ 22,829,043	\$ 54,626,603		\$ 15,893,310		\$ 24,610,873		\$ 4,665,742		\$ 9,456,677

Footnotes:

[a] Based on the Engineer's Report dated 5/17/2023 and subject to change, attached hereto as **Appendix A**. Authorized Improvement costs are estimates and will be updated with each Annual Service Plan Update, or the Service and Assessment Plan as amended.

[b] Cost allocated based on Estimated Buildout Value at the time of the 2023 Service and Assessment Plan.

[c] Major Improvements only show Improvement Zone A allocation of costs, as further described in **Exhibit B-4**.

[d] Cost allocated based on Outstanding Assessment at the time of the 2023 Service and Assessment Plan.

EXHIBIT B-2 – AUTHORIZED IMPROVEMENTS – IMPROVEMENT ZONE B

	Total Cost	Private Cost	Authorized Improvements	Improvement Zone B	
				%	Cost
<i>Major Improvements</i> ^{[a],[b]}					
Roads	\$ 2,153,009	\$ -	\$ 2,153,009	33.41%	\$ 2,153,009
Storm Sewer	495,445	-	495,445	33.41%	495,445
Landscaping	2,347,558	-	2,347,558	33.41%	2,347,558
Soft Costs	914,703	-	914,703	33.41%	914,703
	\$ 5,910,714	\$ -	\$ 5,910,714		\$ 5,910,714
<i>Private Improvements</i>					
	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
<i>Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ -	\$ -	\$ -		\$ -
Capitalized Interest	-	-	-		-
Underwriter Discount	-	-	-		-
Underwriter Counsel	-	-	-		-
Cost of Issuance	-	-	-		-
	\$ -	\$ -	\$ -		\$ -
<i>Other Costs</i>					
Initial Deposit to Administrative Fund	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
Total	\$ 5,910,714	\$ -	\$ 5,910,714		\$ 5,910,714

Footnotes:

[a] Based on the Engineer's Report dated 5/17/2023 and subject to change, attached hereto as **Appendix A**. Authorized Improvement costs are estimates and will be updated with each Annual Service Plan Update, or the Service and Assessment Plan as amended.

[b] Cost allocated based on Estimated Buildout Value at the time of the 2023 Service and Assessment Plan.

[c] Major Improvements only show Improvement Zone B allocation of costs, as further described in **Exhibit B-4**.

EXHIBIT B-3 – AUTHORIZED IMPROVEMENTS – IMPROVEMENT ZONE C

	Total Cost	Private Cost	Authorized Improvements	Improvement Zone C							
				Improvement Area C-1		Improvement Area C-2		Improvement Area C-3		Improvement Zone C Remainder Area	
				%	Cost	%	Cost	%	Cost	%	Cost
<i>Improvement Zone C Improvements</i> ^{[a],[b]}											
Roads	\$ 2,359,306	\$ -	\$ 2,359,306	19.43%	\$ 458,426	12.40%	\$ 292,440	20.39%	\$ 481,074	47.78%	\$ 1,127,365
Sanitary Sewer	597,954	-	597,954	19.43%	116,186	12.40%	74,118	20.39%	121,926	47.78%	285,725
Storm Sewer	1,800,939	-	1,800,939	19.43%	349,932	12.40%	223,230	20.39%	367,221	47.78%	860,557
Water	579,756	-	579,756	19.43%	112,650	12.40%	71,862	20.39%	118,215	47.78%	277,029
Soft Costs	1,512,100	-	1,512,100	19.43%	293,809	12.40%	187,428	20.39%	308,325	47.78%	722,538
	<u>\$ 6,850,055</u>	<u>\$ -</u>	<u>\$ 6,850,055</u>		<u>\$ 1,331,002</u>		<u>\$ 849,077</u>		<u>\$ 1,396,761</u>		<u>\$ 3,273,214</u>
<i>Improvement Area C-1 Improvements</i> ^[a]											
Roads	\$ 1,741,836	\$ -	\$ 1,741,836	100.00%	\$ 1,741,836	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Sanitary Sewer	1,069,668	-	1,069,668	100.00%	1,069,668	0.00%	-	0.00%	-	0.00%	-
Storm Sewer	886,380	-	886,380	100.00%	886,380	0.00%	-	0.00%	-	0.00%	-
Water	856,896	-	856,896	100.00%	856,896	0.00%	-	0.00%	-	0.00%	-
Landscaping	1,021,462	-	1,021,462	100.00%	1,021,462	0.00%	-	0.00%	-	0.00%	-
Soft Costs	959,800	-	959,800	100.00%	959,800	0.00%	-	0.00%	-	0.00%	-
	<u>\$ 6,536,042</u>	<u>\$ -</u>	<u>\$ 6,536,042</u>		<u>\$ 6,536,042</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Improvement Area C-2 Improvements</i> ^[a]											
Roads	\$ 1,362,447	\$ -	\$ 1,362,447	0.00%	\$ -	100.00%	\$ 1,362,447	0.00%	\$ -	0.00%	\$ -
Sanitary Sewer	725,355	-	725,355	0.00%	-	100.00%	725,355	0.00%	-	0.00%	-
Storm Sewer	765,776	-	765,776	0.00%	-	100.00%	765,776	0.00%	-	0.00%	-
Water	571,245	-	571,245	0.00%	-	100.00%	571,245	0.00%	-	0.00%	-
Landscaping	145,266	-	145,266	0.00%	-	100.00%	145,266	0.00%	-	0.00%	-
Retaining Walls	36,063	36,063	-	0.00%	-	100.00%	-	0.00%	-	0.00%	-
Soft Costs	915,098	-	915,098	0.00%	-	100.00%	915,098	0.00%	-	0.00%	-
	<u>\$ 4,521,250</u>	<u>\$ 36,063</u>	<u>\$ 4,485,187</u>		<u>\$ -</u>		<u>\$ 4,485,187</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Improvement Area C-3 Improvements</i> ^[a]											
Roads	\$ 1,975,103	\$ -	\$ 1,975,103	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,975,103	0.00%	\$ -
Sanitary Sewer	1,051,528	-	1,051,528	0.00%	-	0.00%	-	100.00%	1,051,528	0.00%	-
Storm Sewer	1,110,133	-	1,110,133	0.00%	-	0.00%	-	100.00%	1,110,133	0.00%	-
Water	828,118	-	828,118	0.00%	-	0.00%	-	100.00%	828,118	0.00%	-
Landscaping	160,927	-	160,927	0.00%	-	0.00%	-	100.00%	160,927	0.00%	-
Retaining Walls	52,276	52,276	-	0.00%	-	0.00%	-	100.00%	-	0.00%	-
Soft Costs	1,308,561	-	1,308,561	0.00%	-	0.00%	-	100.00%	1,308,561	0.00%	-
	<u>\$ 6,486,646</u>	<u>\$ 52,276</u>	<u>\$ 6,434,370</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 6,434,370</u>		<u>\$ -</u>

<i>Major Improvements</i> ^{[a],[b],[c]}											
Roads	\$ 1,241,499	\$ -	\$ 1,241,499	3.74%	\$ 241,230	2.39%	\$ 153,886	3.93%	\$ 253,148	9.21%	\$ 593,235
Storm Sewer	285,690	-	285,690	3.74%	55,511	2.39%	35,412	3.93%	58,254	9.21%	136,514
Landscaping	1,353,682	-	1,353,682	3.74%	263,028	2.39%	167,791	3.93%	276,023	9.21%	646,840
Soft Costs	527,449	-	527,449	3.74%	102,486	2.39%	65,378	3.93%	107,550	9.21%	252,035
	<u>\$ 3,408,320</u>	<u>\$ -</u>	<u>\$ 3,408,320</u>		<u>\$ 662,255</u>		<u>\$ 422,468</u>		<u>\$ 694,974</u>		<u>\$ 1,628,624</u>
<i>Private Improvements</i> ^[a]											
	<u>\$ 6,925,448</u>	<u>\$ 6,925,448</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
	\$ 6,925,448	\$ 6,925,448	\$ -		\$ -		\$ -		\$ -		\$ -
<i>Bond Issuance Costs</i> ^[d]											
Debt Service Reserve Fund	\$ 1,151,540	\$ -	\$ 1,151,540		\$ 486,931		\$ 253,633		\$ 410,976		\$ -
Capitalized Interest	209,478	-	209,478		-		209,478		-		-
Underwriter Discount	478,800	-	478,800		210,000		105,750		163,050		-
Original Issue Discount	21,729	-	21,729		-		21,729		-		-
Cost of Issuance	900,422	-	900,422		357,058		209,165		334,199		-
	<u>\$ 2,761,969</u>	<u>\$ -</u>	<u>\$ 2,761,969</u>		<u>\$ 1,053,989</u>		<u>\$ 799,754</u>		<u>\$ 908,225</u>		<u>\$ -</u>
<i>Other Costs</i>											
Initial Deposit to Administrative Fund	\$ 120,000	\$ -	\$ 120,000		\$ 40,000		\$ 40,000		\$ 40,000		\$ -
	<u>\$ 120,000</u>	<u>\$ -</u>	<u>\$ 120,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ -</u>
Total	\$ 37,609,730	\$ 7,013,787	\$ 30,595,943		\$ 9,623,288		\$ 6,596,486		\$ 9,474,330		\$ 4,901,838

Footnotes:

[a] Based on the Engineer's Report dated 5/17/2023 and subject to change, attached hereto as **Appendix A**. Authorized Improvement costs are estimates and will be updated with each Annual Service Plan Update, or the Service and Assessment Plan as amended.

[b] Cost allocated based on Estimated Buildout Value at the time of the 2023 Service and Assessment Plan.

[c] Major Improvements only show Improvement Zone C costs, as further described in **Exhibit B-4**.

[d] Bonds Issuance Costs for Improvement Area C-3 Bonds are estimates only and subject to change upon pricing.

EXHIBIT B-4 – AUTHORIZED IMPROVEMENTS – SUMMARY

	Total Cost	Private Cost	Authorized Improvements	Improvement Zone A								Improvement Zone B	Improvement Zone C								
				Improvement Area A-1.1		Improvement Area A-1.2		Improvement Area A-1.3		Improvement Zone A Remainder Area			Improvement Area C-1		Improvement Area C-2		Improvement Area C-3		Improvement Zone C Remainder Area		
				%	Cost	%	Cost	%	Cost	%	Cost		%	Cost	%	Cost	%	Cost	%	Cost	
Zone A Improvements ^{(a),(b)}	\$ 7,898,752	\$ -	\$ 7,898,752	14.86%	\$ 1,173,904	22.88%	\$ 1,807,358	4.14%	\$ 326,774	58.12%	\$ 4,590,716	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Improvement Area #A-1 Improvements ^(a)	\$ 33,196,361	\$ -	\$ 33,196,361	35.49%	\$ 11,780,205	54.64%	\$ 18,136,961	9.88%	\$ 3,279,195	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Zone C Improvements ^{(a),(b)}	\$ 6,850,055	\$ -	\$ 6,850,055	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	19.43%	\$ 1,331,002	12.40%	\$ 849,077	20.39%	\$ 1,396,761	47.78%	\$ 3,273,214
Improvement Area #C-1 Improvements ^(a)	\$ 6,536,042	\$ -	\$ 6,536,042	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 6,536,042	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Improvement Area #C-2 Improvements ^(a)	\$ 4,485,187	\$ -	\$ 4,485,187	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 4,485,187	0.00%	\$ -	0.00%	\$ -
Improvement Area #C-3 Improvements ^(a)	\$ 6,434,370	\$ -	\$ 6,434,370	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 6,434,370	0.00%	\$ -
Major Improvements ^{(a),(b)}	\$ 17,691,372	\$ -	\$ 17,691,372	7.03%	\$ 1,244,288	10.83%	\$ 1,915,722	1.96%	\$ 346,366	27.50%	\$ 4,865,962	33.41%	\$ 5,910,714	3.74%	\$ 662,255	2.39%	\$ 422,468	3.93%	\$ 694,974	9.21%	\$ 1,628,624
Private Improvements ^(a)	\$ 29,754,492	\$ 29,754,492	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Issuance Costs	\$ 7,861,121	\$ -	\$ 7,861,121	\$ 1,673,621	\$ 2,718,051	\$ 707,481	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,053,989	\$ 799,754	\$ 908,225	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Deposit to Administrative Fund	\$ 180,000	\$ -	\$ 180,000	\$ 21,292	\$ 32,781	\$ 5,927	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 120,887,752	\$ 29,754,492	\$ 91,133,260		\$ 15,893,310	\$ 24,610,873	\$ 4,665,742	\$ 9,456,677		\$ 5,910,714		\$ 9,623,288	\$ 6,596,486	\$ 9,474,330	\$ 4,901,838						

Footnotes:

[a] Based on the Engineer's Report dated 5/17/2023 and subject to change, attached hereto as **Appendix A**. Authorized Improvement costs are estimates and will be updated with each Annual Service Plan Update, or the Service and Assessment Plan as amended.
 [b] Cost allocated based on Estimated Buildout Value at the time of the 2023 Service and Assessment Plan.

EXHIBIT B-5 – APPORTIONMENT OF COSTS

Improvement Area	Estimated Buildout Value	Improvement Zone A Improvements ^[a]		Improvement Zone C Improvements ^[a]		Major Improvements ^[a]		Total Apportionment of Costs ^[b]
		%	Costs	%	Costs	%	Costs	
Improvement Area A-1.1	\$ 123,216,000.00	14.86%	\$ 1,173,904	0.00%	\$ -	7.03%	\$ 1,244,288	
Improvement Area A-1.2	\$ 189,705,000.00	22.88%	\$ 1,807,358	0.00%	\$ -	10.83%	\$ 1,915,722	
Improvement Area A-1.3	\$ 34,299,000.00	4.14%	\$ 326,774	0.00%	\$ -	1.96%	\$ 346,366	
Improvement Zone A Remainder Area	\$ 481,853,396.46	58.12%	\$ 4,590,716	0.00%	\$ -	27.50%	\$ 4,865,962	\$ 9,456,677
Improvement Zone A Subtotal	\$ 829,073,396.46							
Improvement Zone B Apportioned Property	\$ 585,310,382.90	0.00%	\$ -	0.00%	\$ -	33.41%	\$ 5,910,714	\$ 5,910,714
Improvement Area C-1	\$ 65,580,000.00	0.00%	\$ -	19.43%	\$ 1,331,002	3.74%	\$ 662,255	
Improvement Area C-2	\$ 41,835,000.00	0.00%	\$ -	12.40%	\$ 849,077	2.39%	\$ 422,468	
Improvement Area C-3	\$ 68,820,000.00	0.00%	\$ -	20.39%	\$ 1,396,761	3.93%	\$ 694,974	
Improvement Zone C Remainder Area	\$ 161,275,000.00	0.00%	\$ -	47.78%	\$ 3,273,214	9.21%	\$ 1,628,624	\$ 4,901,838
Improvement Zone C Subtotal	\$ 337,510,000.00		\$ -					
Developer Contribution ^{[c],[d]}		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
Total	\$ 1,751,893,779.36	100.00%	\$ 7,898,752	100.00%	\$ 6,850,055	100.00%	\$ 17,691,372	

Footnotes:

[a] The costs of Improvement Zone A Improvements, Improvement Zone C Improvements, and Major Improvements apportioned pro rata based on Estimated Buildout Value to Improvement Zone A Remainder Area, Improvement Zone B Apportioned Property, and Improvement Zone C Remainder Area Apportioned Property at the time of the 2023 Service and Assessment Plan.

[b] Reimbursable in part or in full from future Assessments levied in Improvement Zone A Remainder Area Apportioned Property, Improvement Zone B Apportioned Property, and Improvement Zone C Remainder Area Apportioned Property.

[c] Cost overruns and decreases in Estimated Buildout Value for future Improvement Areas will result in an increase of Developer Contribution.

[d] Costs can be reimbursed to Developer via TIRZ No. 15, subject to TIRZ No. 15 Project Plan and TIRZ No. 15 Agreement.

EXHIBIT C – SERVICE PLAN

Improvement Area A-1.1					
Annual Installment Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal	\$ 169,000.00	\$ 177,000.00	\$ 185,000.00	\$ 194,000.00	\$ 204,000.00
Interest	628,915.00	620,887.50	612,480.00	603,692.50	594,477.50
TIRZ No. 15 Annual Credit Amount ^(a)	(22,403.83)	-	-	-	-
(1)	\$ 775,511.17	\$ 797,887.50	\$ 797,480.00	\$ 797,692.50	\$ 798,477.50
Additional Interest	(2) \$ 56,580.00	\$ 55,735.00	\$ 54,850.00	\$ 53,925.00	\$ 52,955.00
Annual Collection Costs	(3) \$ 22,242.48	\$ 22,687.33	\$ 23,141.08	\$ 23,603.90	\$ 24,075.98
Total Annual Installment	(4) = (1) + (2) + (3) \$ 854,333.65	\$ 876,309.83	\$ 875,471.08	\$ 875,221.40	\$ 875,508.48

Improvement Area A-1.2					
Annual Installment Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal	\$ 268,000.00	\$ 282,000.00	\$ 296,000.00	\$ 310,000.00	\$ 326,000.00
Interest	1,022,205.00	1,009,475.00	996,080.00	982,020.00	967,295.00
TIRZ No. 15 Annual Credit Amount ^(a)	(18,703.45)	-	-	-	-
(1)	\$ 1,271,501.55	\$ 1,291,475.00	\$ 1,292,080.00	\$ 1,292,020.00	\$ 1,293,295.00
Additional Interest	(2) \$ 91,925.00	\$ 90,585.00	\$ 89,175.00	\$ 87,695.00	\$ 86,145.00
Annual Collection Costs	(3) \$ 36,137.15	\$ 36,859.90	\$ 37,597.10	\$ 38,349.04	\$ 39,116.02
Total Annual Installment	(4) = (1) + (2) + (3) \$ 1,399,563.71	\$ 1,418,919.90	\$ 1,418,852.10	\$ 1,418,064.04	\$ 1,418,556.02

Improvement Area A-1.3					
Annual Installment Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal	\$ 58,000.00	\$ 61,000.00	\$ 63,000.00	\$ 65,000.00	\$ 68,000.00
Interest	190,150.00	187,395.00	184,497.50	181,505.00	178,417.50
TIRZ No. 15 Annual Credit Amount ^(a)	(3,489.41)	-	-	-	-
(1)	\$ 244,660.59	\$ 248,395.00	\$ 247,497.50	\$ 246,505.00	\$ 246,417.50
Additional Interest	(2) \$ 17,150.00	\$ 16,860.00	\$ 16,555.00	\$ 16,240.00	\$ 15,915.00
Annual Collection Costs	(3) \$ 6,741.93	\$ 6,876.77	\$ 7,014.31	\$ 7,154.59	\$ 7,297.69
Total Annual Installment	(4) = (1) + (2) + (3) \$ 268,552.52	\$ 272,131.77	\$ 271,066.81	\$ 269,899.59	\$ 269,630.19

Improvement Area C-1					
Annual Installment Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal	\$ 110,000.00	\$ 114,000.00	\$ 119,000.00	\$ 125,000.00	\$ 130,000.00
Interest	375,681.26	370,593.76	365,321.26	359,817.50	354,036.26
TIRZ No. 15 Annual Credit Amount ^(a)	(7,841.40)	-	-	-	-
(1)	\$ 477,839.86	\$ 484,593.76	\$ 484,321.26	\$ 484,817.50	\$ 484,036.26
Additional Interest	(2) \$ 34,615.00	\$ 34,065.00	\$ 33,495.00	\$ 32,900.00	\$ 32,275.00
Annual Collection Costs	(3) \$ 25,435.59	\$ 25,944.30	\$ 26,463.19	\$ 26,992.45	\$ 27,532.30
Total Annual Installment	(4) = (1) + (2) + (3) \$ 537,890.45	\$ 544,603.06	\$ 544,279.45	\$ 544,709.95	\$ 543,843.56

Improvement Area C-2						
Annual Installment Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029	
Principal	\$ 59,000.00	\$ 62,000.00	\$ 64,000.00	\$ 66,000.00	\$ 69,000.00	
Interest	194,361.26	191,632.50	188,765.00	185,805.00	182,752.50	
TIRZ No. 15 Annual Credit Amount ^[a]	(3,992.62)	-	-	-	-	
(1)	\$ 249,368.64	\$ 253,632.50	\$ 252,765.00	\$ 251,805.00	\$ 251,752.50	
Additional Interest	(2) \$ 17,625.00	\$ 17,330.00	\$ 17,020.00	\$ 16,700.00	\$ 16,370.00	
Annual Collection Costs	(3) \$ 19,675.55	\$ 20,069.06	\$ 20,470.44	\$ 20,879.85	\$ 21,297.45	
Total Annual Installment	(4) = (1) + (2) + (3) \$ 286,669.19	\$ 291,031.56	\$ 290,255.44	\$ 289,384.85	\$ 289,419.95	

Improvement Area C-3						
Annual Installment Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029	
Principal	\$ 141,000.00	\$ 77,000.00	\$ 82,000.00	\$ 87,000.00	\$ 92,000.00	
Interest	269,976.08	304,405.00	299,977.50	295,262.50	290,260.00	
TIRZ No. 15 Annual Credit Amount ^[a]	(6,156.00)	-	-	-	-	
(1)	\$ 404,820.08	\$ 381,405.00	\$ 381,977.50	\$ 382,262.50	\$ 382,260.00	
Additional Interest	(2) \$ 27,175.00	\$ 26,470.00	\$ 26,085.00	\$ 25,675.00	\$ 25,240.00	
Annual Collection Costs	(3) \$ 13,750.25	\$ 14,025.26	\$ 14,305.77	\$ 14,591.89	\$ 14,883.73	
Total Annual Installment	(4) = (1) + (2) + (3) \$ 445,745.33	\$ 421,900.26	\$ 422,368.27	\$ 422,529.39	\$ 422,383.73	

Footnotes:

[a] Each year, the TIRZ No. 15 Revenue generated by each Lot shall be applied to the principal and interest portion of the Annual Installment, up to the TIRZ No. 15 Maximum Annual Credit Amount. The TIRZ No. 15 Annual Credit Amount shall be updated each year in the Annual Service Plan Update as TIRZ No. 15 Revenues are generated.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Private	Improvement Area A-1.1	Improvement Area A-1.2	Improvement Area A-1.3	Improvement Zone A Remainder Area	Improvement Zone B	Improvement Area C-1	Improvement Area C-2	Improvement Area C-3	Improvement Zone C Remainder Area
Sources of Funds										
PID Bonds	\$ -	\$ 11,430,000	\$ 18,565,000	\$ 3,430,000	\$ -	\$ -	\$ 7,000,000	\$ 3,525,000	\$ 5,435,000	\$ -
Developer Contribution ^[a]	-	4,463,310	6,045,873	1,235,742	-	-	2,623,288	3,071,486	4,039,330	-
Developer Contribution - Apportioned Property ^[b]	-	-	-	-	9,456,677	5,910,714	-	-	-	4,901,838
Developer Contribution - Private Improvements ^[c]	29,754,492	-	-	-	-	-	-	36,063	52,276	-
Total Sources	\$ 29,754,492	\$ 15,893,310	\$ 24,610,873	\$ 4,665,742	\$ 9,456,677	\$ 5,910,714	\$ 9,623,288	\$ 6,632,549	\$ 9,526,606	\$ 4,901,838
Uses of Funds										
Zone A Improvements	\$ -	\$ 1,173,904	\$ 1,807,358	\$ 326,774	\$ 4,590,716	\$ -	\$ -	\$ -	\$ -	\$ -
Improvement Area A-1 Improvements	-	11,780,205	18,136,961	3,279,195	-	-	-	-	-	-
Zone C Improvements	-	-	-	-	-	-	1,331,002	849,077	1,396,761	3,273,214
Improvement Area C-1 Improvements	-	-	-	-	-	-	6,536,042	-	-	-
Improvement Area C-2 Improvements	-	-	-	-	-	-	-	4,485,187	-	-
Improvement Area C-3 Improvements	-	-	-	-	-	-	-	-	6,434,370	-
Major Improvements	-	1,244,288	1,915,722	346,366	4,865,962	5,910,714	662,255	422,468	694,974	1,628,624
Private Improvements ^[c]	29,754,492	-	-	-	-	-	-	36,063	52,276	-
Total Sources	\$ 29,754,492	\$ 14,198,397	\$ 21,860,042	\$ 3,952,334	\$ 9,456,677	\$ 5,910,714	\$ 8,529,299	\$ 5,792,795	\$ 8,578,381	\$ 4,901,838
Bond Issuance Costs^[d]										
Debt Service Reserve Fund	\$ -	\$ 820,883	\$ 1,333,306	\$ 246,337	\$ -	\$ -	\$ 486,931	\$ 253,633	\$ 410,976	\$ -
Capitalized Interest	-	-	-	204,939	-	-	-	209,478	-	-
Underwriter's Discount	-	342,900	556,950	102,900	-	-	210,000	105,750	163,050	-
Original Issue Discount	-	28,811	46,495	8,955	-	-	-	21,729	-	-
Cost of Issuance	-	481,027	781,300	144,350	-	-	357,058	209,165	334,199	-
	\$ -	\$ 1,673,621	\$ 2,718,051	\$ 707,481	\$ -	\$ -	\$ 1,053,989	\$ 799,754	\$ 908,225	\$ -
Other Costs										
Deposit to Administrative Fund	\$ -	\$ 21,292	\$ 32,781	\$ 5,927	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ -
	\$ -	\$ 21,292	\$ 32,781	\$ 5,927	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ -
Total Uses	\$ 29,754,492	\$ 15,893,310	\$ 24,610,873	\$ 4,665,742	\$ 9,456,677	\$ 5,910,714	\$ 9,623,288	\$ 6,632,549	\$ 9,526,606	\$ 4,901,838

Footnotes:

[a] Non-reimbursable to the Developer from the collection of Annual Installments or PID Bonds, but reimbursable from TIRZ No. 15 Revenues to the extent provided in the TIRZ No. 15 Project and Finance Plan and TIRZ No. 15 Agreement.

[b] Apportionment of Costs anticipated to be reimbursed, in whole or in part, from Assessments anticipated to be but not yet levied.

[c] Non-reimbursable to the Developer from the collection of Annual Installments, PID Bonds, or TIRZ No. 15 Revenues.

[d] Bonds Issuance Costs for Improvement Area C-3 Bonds are estimates only and subject to change upon pricing.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units	Estimated Buildout Value ^[a]		Maximum Assessment		Average Annual Installment		Annual Installment TRE ^[b]
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
<i>Improvement Area A-1.1</i>								
Lot Type 1	20	\$ 354,000	\$ 7,080,000	\$ 32,511	\$ 650,218	\$ 2,502	\$ 50,041	\$ 0.707
Lot Type 2	174	\$ 399,000	\$ 69,426,000	\$ 36,644	\$ 6,375,995	\$ 2,820	\$ 490,695	\$ 0.707
Lot Type 3	41	\$ 462,000	\$ 18,942,000	\$ 42,429	\$ 1,739,609	\$ 3,265	\$ 133,880	\$ 0.707
Lot Type 4	52	\$ 534,000	\$ 27,768,000	\$ 49,042	\$ 2,550,178	\$ 3,774	\$ 196,261	\$ 0.707
IA A-1.1 Total	287		\$ 123,216,000		\$ 11,316,000		\$ 870,876	\$ 0.707
<i>Improvement Area A-1.2</i>								
Lot Type 5	26	\$ 399,000	\$ 10,374,000	\$ 38,669	\$ 1,005,382	\$ 2,980	\$ 77,489	\$ 0.747
Lot Type 6	237	\$ 462,000	\$ 109,494,000	\$ 44,774	\$ 10,611,461	\$ 3,451	\$ 817,871	\$ 0.747
Lot Type 7	80	\$ 534,000	\$ 42,720,000	\$ 51,752	\$ 4,140,150	\$ 3,989	\$ 319,099	\$ 0.747
Lot Type 8	46	\$ 589,500	\$ 27,117,000	\$ 57,131	\$ 2,628,007	\$ 4,403	\$ 202,552	\$ 0.747
IA A-1.2 Total	389		\$ 189,705,000		\$ 18,385,000		\$ 1,417,010	\$ 0.747
<i>Improvement Area A-1.3</i>								
Lot Type 9	111	\$ 309,000	\$ 34,299,000	\$ 30,901	\$ 3,430,000	\$ 2,353	\$ 261,175	\$ 0.761
IA A-1.3 Total	111		\$ 34,299,000		\$ 3,430,000		\$ 261,175	\$ 0.761
<i>Improvement Area C-1</i>								
Lot Type 10	66	\$ 390,000	\$ 25,740,000	\$ 41,171	\$ 2,717,262	\$ 3,217	\$ 212,295	\$ 0.825
Lot Type 11	96	\$ 415,000	\$ 39,840,000	\$ 43,810	\$ 4,205,738	\$ 3,423	\$ 328,587	\$ 0.825
IA C-1 Total	162		\$ 65,580,000		\$ 6,923,000		\$ 540,881	\$ 0.825
<i>Improvement Area C-2</i>								
Lot Type 12	53	\$ 390,000	\$ 20,670,000	\$ 32,861	\$ 1,741,646	\$ 2,650	\$ 140,468	\$ 0.680
Lot Type 13	51	\$ 415,000	\$ 21,165,000	\$ 34,968	\$ 1,783,354	\$ 2,820	\$ 143,832	\$ 0.680
IA C-2 Total	104		\$ 41,835,000		\$ 3,525,000		\$ 284,300	\$ 0.680
<i>Improvement Area C-3</i>								
Lot Type 14	58	\$ 450,000	\$ 26,100,000	\$ 35,538	\$ 2,061,225	\$ 2,768	\$ 160,545	\$ 0.615
Lot Type 15	89	\$ 480,000	\$ 42,720,000	\$ 37,908	\$ 3,373,775	\$ 2,953	\$ 262,778	\$ 0.615
IA C-3 Total	147		\$ 68,820,000		\$ 5,435,000		\$ 423,323	\$ 0.615
Grand Total	1,200		\$ 523,455,000		\$ 49,014,000			

Footnotes:

[a] Estimated Buildout Values at the time of the Original Service and Assessment Plan as provided by the Developers.

[b] Tax Rate Equivalent of the Annual Installment before TIRZ No. 15 Annual Credit Amounts are applied.

EXHIBIT F – TIRZ NO. 15 ANNUAL CREDIT AMOUNT BY LOT TYPE

Lot Type	Estimated Buildout Value	Average Annual Installment	Gross PID TRE	Total Tax Rate ^[a]	TIRZ No. 15 Maximum Annual Credit Amount	Net Annual Installment	Net PID TRE	Net Equivalent Total Tax Rate
Lot Type 1	\$ 354,000.00	\$ 2,502.03	\$ 0.7068	\$ 3.2292	\$ 384.55	\$ 2,117.48	\$ 0.5982	\$ 3.1205
Lot Type 2	\$ 399,000.00	\$ 2,820.08	\$ 0.7068	\$ 3.2292	\$ 433.43	\$ 2,386.65	\$ 0.5982	\$ 3.1205
Lot Type 3	\$ 462,000.00	\$ 3,265.36	\$ 0.7068	\$ 3.2292	\$ 501.87	\$ 2,763.49	\$ 0.5982	\$ 3.1205
Lot Type 4	\$ 534,000.00	\$ 3,774.25	\$ 0.7068	\$ 3.2292	\$ 580.08	\$ 3,194.17	\$ 0.5982	\$ 3.1205
Lot Type 5	\$ 399,000.00	\$ 2,980.35	\$ 0.7470	\$ 3.2693	\$ 588.61	\$ 2,391.74	\$ 0.5994	\$ 3.1218
Lot Type 6	\$ 462,000.00	\$ 3,450.93	\$ 0.7470	\$ 3.2693	\$ 681.55	\$ 2,769.38	\$ 0.5994	\$ 3.1218
Lot Type 7	\$ 534,000.00	\$ 3,988.74	\$ 0.7470	\$ 3.2693	\$ 787.76	\$ 3,200.98	\$ 0.5994	\$ 3.1218
Lot Type 8	\$ 589,500.00	\$ 4,403.30	\$ 0.7470	\$ 3.2693	\$ 869.64	\$ 3,533.66	\$ 0.5994	\$ 3.1218
Lot Type 9	\$ 309,000.00	\$ 2,352.93	\$ 0.7615	\$ 3.2839	\$ 498.00	\$ 1,854.93	\$ 0.6003	\$ 3.1227
Lot Type 10	\$ 390,000.00	\$ 3,216.58	\$ 0.8248	\$ 3.3472	\$ 1,002.62	\$ 2,213.96	\$ 0.5677	\$ 3.0901
Lot Type 11	\$ 415,000.00	\$ 3,422.78	\$ 0.8248	\$ 3.3472	\$ 1,066.90	\$ 2,355.88	\$ 0.5677	\$ 3.0901
Lot Type 12	\$ 390,000.00	\$ 2,650.34	\$ 0.6796	\$ 3.2020	\$ 580.23	\$ 2,070.11	\$ 0.5308	\$ 3.0532
Lot Type 13	\$ 415,000.00	\$ 2,820.24	\$ 0.6796	\$ 3.2020	\$ 617.43	\$ 2,202.81	\$ 0.5308	\$ 3.0532
Lot Type 14	\$ 450,000.00	\$ 2,768.02	\$ 0.6151	\$ 3.1375	\$ 331.54	\$ 2,436.49	\$ 0.5414	\$ 3.0638
Lot Type 15	\$ 480,000.00	\$ 2,952.56	\$ 0.6151	\$ 3.1375	\$ 353.64	\$ 2,598.92	\$ 0.5414	\$ 3.0638

Footnotes:

Values used are per unit of each Lot Type.

[a] Includes taxing jurisdictions as of the 2022-2023 tax year: City of Mesquite (\$0.658140), Dallas County (\$0.217946), Dallas County CC (\$0.115899), Dallas County Schools (\$0.01000), Parkland Hospital District (\$0.235800), and Mesquite ISD (\$1.284600).

EXHIBIT G-1 – IMPROVEMENT AREA A-1.1 ASSESSMENT ROLL

			Improvement Area A-1.1			
Property ID	Lot Type	Notes	Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[b]	Installment Due 1/31/2025
381945500W0010000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0020000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0030000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0040000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0050000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0060000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0070000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0080000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0090000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0100000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0110000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0120000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0130000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0140000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0150000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0160000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0170000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0180000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0190000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W01X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500W0200000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0210000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500W0220000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0230000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0240000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0250000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0260000	2	[a]	\$ -	\$ -	\$ -	\$ -
381945500W0270000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0280000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0290000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W02X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500W0300000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0310000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0320000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0330000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0340000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0350000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0360000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0370000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0380000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0390000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W03X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500W0400000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0410000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500W0420000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0430000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0440000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0450000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0460000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0470000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16

			Improvement Area A-1.1			
Property ID	Lot Type	Notes	Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[b]	Installment Due 1/31/2025
381945500W0480000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0490000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500W0500000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0010000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0020000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0030000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0040000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0050000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0060000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0070000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0080000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0090000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0100000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0110000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0120000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0130000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0140000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X0150000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500X01X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500Y0010000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Y0020000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Y0030000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Y0040000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Y0050000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Y0060000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Y0070000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Y0080000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Y0090000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Y0100000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Y0110000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Y0120000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Y0130000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Y0140000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Y0150000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Y0160000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Y0170000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Y0180000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Y0190000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Y0200000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Z0010000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Z0020000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Z0030000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
381945500Z0040000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Z0050000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Z0060000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Z0070000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
381945500Z01X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
38194550AA0010000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0020000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0030000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16

			Improvement Area A-1.1			
Property ID	Lot Type	Notes	Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[b]	Installment Due 1/31/2025
38194550AA0040000	2		\$ 36,643.65	\$ 2,839.30	\$ -	\$ 2,839.30
38194550AA0050000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0060000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0070000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0080000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0090000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
38194550AA0100000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
38194550AA0110000	2		\$ 36,643.65	\$ 2,839.30	\$ (160.17)	\$ 2,679.13
38194550AA0120000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0130000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0140000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0150000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0160000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0170000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0180000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0190000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA01X0000		Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
38194550AA0200000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0210000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0220000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0230000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0240000	2		\$ 36,643.65	\$ 2,839.30	\$ (128.14)	\$ 2,711.16
38194550AA0170000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0180000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0190000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0200000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0210000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0220000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0230000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0240000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0250000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0260000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0270000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0280000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0290000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0300000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0310000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0320000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0330000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0340000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0350000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0360000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0370000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0380000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA0390000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
38194550AA03X0000		Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
38194550AA0400000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
38194550AA0410000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
38194550AA0420000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
38194550AA0430000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01

			Improvement Area A-1.1			
Property ID	Lot Type	Notes	Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[b]	Installment Due 1/31/2025
381945500A0440000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0450000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0460000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0470000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0480000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0490000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A04X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500A0500000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0510000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0520000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0530000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0540000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0550000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0560000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0570000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0580000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A0590000	1		\$ 32,510.91	\$ 2,519.08	\$ (33.07)	\$ 2,486.01
381945500A05X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500A0600000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500A0610000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500A0620000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500A0630000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500A0640000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500A0650000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500A0660000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500A0670000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500A0680000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500A0690000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500N0590000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N0600000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N0610000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N0620000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N0630000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N0640000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N0650000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N0660000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N0670000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N0680000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N0690000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N06X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500N0700000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500N07X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500S0010000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0020000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0030000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0040000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0050000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0060000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0070000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0080000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02

			Improvement Area A-1.1			
Property ID	Lot Type	Notes	Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[b]	Installment Due 1/31/2025
381945500S0090000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0100000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0110000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0120000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0130000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S0140000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500S01X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500T0010000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T0020000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T0030000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T0040000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T0050000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T0060000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T0070000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T0080000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T0090000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T0100000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T0110000	2		\$ 36,643.65	\$ 2,839.30	\$ (37.28)	\$ 2,802.02
381945500T01X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500N0370000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0380000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0390000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N03X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500N0400000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0410000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0420000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0430000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0440000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0450000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0460000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0470000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0480000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0490000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N04X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500N0500000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0510000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0520000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0530000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0540000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0550000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0560000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0570000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N0580000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500N05X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
381945500P0010000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0020000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0030000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0040000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0050000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0060000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07

			Improvement Area A-1.1			
Property ID	Lot Type	Notes	Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[b]	Installment Due 1/31/2025
381945500P0070000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0080000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0090000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0100000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0110000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0120000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0130000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0140000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0150000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0160000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0170000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0180000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0190000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500P0200000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500Q0010000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0020000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0030000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0040000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0050000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0060000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0070000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0080000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0090000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0100000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0110000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0120000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500Q0130000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500Q0140000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500Q0150000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500Q0160000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500Q0170000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500Q0180000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500Q0190000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500Q0200000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500Q0210000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500Q0220000	4		\$ 49,041.88	\$ 3,799.96	\$ (49.89)	\$ 3,750.07
381945500R0010000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0020000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0030000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0040000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0050000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0060000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0070000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0080000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0090000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0100000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0110000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0120000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0130000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0140000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45

			Improvement Area A-1.1			
Property ID	Lot Type	Notes	Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due	Annual Credit	Installment Due
				1/31/2025	Amount ^[b]	1/31/2025
381945500R0150000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0160000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R0170000	3		\$ 42,429.49	\$ 3,287.61	\$ (43.16)	\$ 3,244.45
381945500R01X0000	Non-Benefited Property		\$ -	\$ -	\$ -	\$ -
Total^[c]			\$ 11,279,356.50	\$ 873,970.43	\$ (22,403.83)	\$ 851,566.60

Footnotes

[a] Parcel has prepaid their Assessment in full.

[b] The TIRZ No. 15 Annual Credit Amount applicable to Improvement Area A-1.1 was collected from last year's Improvement Area A-1.1 Initial Parcel (65000103010740000) and has been subdivided pro rata based on the ratio of outstanding Assessment of each Lot Type within Improvement Area A-1.1 to the outstanding total Improvement Area A-1.1 Assessment.

[c] Totals may not match Service Plan or Annual Installment schedules due to rounding or Prepayments.

EXHIBIT G-2 – IMPROVEMENT AREA A-1.1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 169,000.00	\$ 628,915.00	\$ 56,580.00	\$ -	\$ 22,242.48	\$ 876,737.48
2026	\$ 177,000.00	\$ 620,887.50	\$ 55,735.00	\$ -	\$ 22,687.33	\$ 876,309.83
2027	\$ 185,000.00	\$ 612,480.00	\$ 54,850.00	\$ -	\$ 23,141.08	\$ 875,471.08
2028	\$ 194,000.00	\$ 603,692.50	\$ 53,925.00	\$ -	\$ 23,603.90	\$ 875,221.40
2029	\$ 204,000.00	\$ 594,477.50	\$ 52,955.00	\$ -	\$ 24,075.98	\$ 875,508.48
2030	\$ 214,000.00	\$ 584,787.50	\$ 51,935.00	\$ -	\$ 24,557.50	\$ 875,280.00
2031	\$ 224,000.00	\$ 574,622.50	\$ 50,865.00	\$ -	\$ 25,048.65	\$ 874,536.15
2032	\$ 236,000.00	\$ 562,302.50	\$ 49,745.00	\$ -	\$ 25,549.62	\$ 873,597.12
2033	\$ 250,000.00	\$ 549,322.50	\$ 48,565.00	\$ -	\$ 26,060.61	\$ 873,948.11
2034	\$ 264,000.00	\$ 535,572.50	\$ 47,315.00	\$ -	\$ 26,581.83	\$ 873,469.33
2035	\$ 278,000.00	\$ 521,052.50	\$ 45,995.00	\$ -	\$ 27,113.46	\$ 872,160.96
2036	\$ 294,000.00	\$ 505,762.50	\$ 44,605.00	\$ -	\$ 27,655.73	\$ 872,023.23
2037	\$ 311,000.00	\$ 489,592.50	\$ 43,135.00	\$ -	\$ 28,208.85	\$ 871,936.35
2038	\$ 328,000.00	\$ 472,487.50	\$ 41,580.00	\$ -	\$ 28,773.02	\$ 870,840.52
2039	\$ 347,000.00	\$ 454,447.50	\$ 39,940.00	\$ -	\$ 29,348.48	\$ 870,735.98
2040	\$ 367,000.00	\$ 435,362.50	\$ 38,205.00	\$ -	\$ 29,935.45	\$ 870,502.95
2041	\$ 388,000.00	\$ 415,177.50	\$ 36,370.00	\$ -	\$ 30,534.16	\$ 870,081.66
2042	\$ 410,000.00	\$ 393,837.50	\$ 34,430.00	\$ -	\$ 31,144.85	\$ 869,412.35
2043	\$ 433,000.00	\$ 371,287.50	\$ 32,380.00	\$ -	\$ 31,767.74	\$ 868,435.24
2044	\$ 458,000.00	\$ 347,472.50	\$ 30,215.00	\$ -	\$ 32,403.10	\$ 868,090.60
2045	\$ 486,000.00	\$ 321,137.50	\$ 27,925.00	\$ -	\$ 33,051.16	\$ 868,113.66
2046	\$ 515,000.00	\$ 293,192.50	\$ 25,495.00	\$ -	\$ 33,712.18	\$ 867,399.68
2047	\$ 546,000.00	\$ 263,580.00	\$ 22,920.00	\$ -	\$ 34,386.43	\$ 866,886.43
2048	\$ 578,000.00	\$ 232,185.00	\$ 20,190.00	\$ -	\$ 35,074.15	\$ 865,449.15
2049	\$ 613,000.00	\$ 198,950.00	\$ 17,300.00	\$ -	\$ 35,775.64	\$ 865,025.64
2050	\$ 650,000.00	\$ 163,702.50	\$ 14,235.00	\$ -	\$ 36,491.15	\$ 864,428.65
2051	\$ 690,000.00	\$ 126,327.50	\$ 10,985.00	\$ -	\$ 37,220.97	\$ 864,533.47
2052	\$ 731,000.00	\$ 86,652.50	\$ 7,535.00	\$ -	\$ 37,965.39	\$ 863,152.89
2053	\$ 776,000.00	\$ 44,620.00	\$ 3,880.00	\$ (820,882.59)	\$ 38,724.70	\$ 42,342.11
Total	\$ 11,316,000.00	\$ 12,003,887.50	\$ 1,059,790.00	\$ (820,882.59)	\$ 862,835.60	\$ 24,421,630.51

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

EXHIBIT H-1 – IMPROVEMENT AREA A-1.2 ASSESSMENT ROLL

		Improvement Area A-1.2			
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
381945500A0150000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500A0160000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500E0010000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0020000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0030000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0040000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0010000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0020000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0030000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0040000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0050000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0060000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0070000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0080000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0090000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0100000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0110000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0120000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0130000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0140000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0150000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0160000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0170000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0180000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0190000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0200000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0210000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500F0220000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500G0010000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0020000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0030000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0040000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0050000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0060000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0070000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0080000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0090000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0100000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0110000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0120000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0130000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0140000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0150000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0160000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0170000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0180000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0190000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0200000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0210000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0220000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44

		Improvement Area A-1.2			
Property ID	Lot Type	Outstanding	Annual	TIRZ No. 15	Net Annual
		Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[a]	Installment Due 1/31/2025
381945500G0230000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0240000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0250000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0260000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0270000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0280000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0290000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0300000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0310000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0320000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0330000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0340000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0350000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0360000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0370000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0380000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500G0390000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0010000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0020000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0030000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0040000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0050000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0060000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0070000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0080000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0090000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0100000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0110000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0120000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0130000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0140000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0150000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500H0160000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0170000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0180000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0190000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0200000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0210000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0220000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0230000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0240000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0250000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0260000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0270000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0280000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0290000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0300000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0310000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0320000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500H0330000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44

		Improvement Area A-1.2			
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
381945500H0340000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500I0010000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500I0020000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500I0030000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500I0040000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500I0050000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500I0060000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500I0070000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500I0080000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500I0090000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500I0100000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500I0110000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500I0120000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500I0130000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500I0140000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500I0150000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500I0160000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500I0170000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500I0180000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500I0190000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500I0200000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500J0010000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0020000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0030000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0040000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0050000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0060000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0070000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0080000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0090000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0100000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0110000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0120000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0130000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0140000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0150000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0160000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0170000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0180000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0190000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0200000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0210000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0220000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0230000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0240000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500J0250000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0010000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0020000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0030000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0040000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44

		Improvement Area A-1.2			
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
381945500K0050000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0060000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0070000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0080000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0090000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0100000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0110000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0120000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0130000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0290000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0300000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0310000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0320000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500K0330000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0010000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0020000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0030000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0040000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0050000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0060000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0070000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0080000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0090000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0100000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0110000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0120000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0130000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0140000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0150000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0160000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0170000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0180000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0190000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0200000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0210000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0220000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0230000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500L0240000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500M0010000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500M0020000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500M0030000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500M0040000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500M0050000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500M0060000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500M0070000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500M0080000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500M0090000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500M0100000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0110000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0120000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63

		Improvement Area A-1.2			
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
381945500M0130000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0140000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0150000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0160000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0170000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0180000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0190000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
381945500M0200000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0210000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0220000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500M0230000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500M0240000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500M0250000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500M0260000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500M0270000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500M0280000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500M0290000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500M0520000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0530000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0540000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0550000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500M0560000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500N0710000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0720000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0730000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0740000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0750000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0760000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0770000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0780000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0790000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0800000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0810000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500N0820000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500A10X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
381945500A0010000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500A0020000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500A0030000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500A0040000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500A0050000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500A0060000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500A0070000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500A0080000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500A0090000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500A0110000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500A0120000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500A0130000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500A0140000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0010000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44

		Improvement Area A-1.2			
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
381945500B0020000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0030000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0040000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0050000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0060000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0070000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0080000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0090000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0100000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0110000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0120000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0130000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0140000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500B0150000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500B0160000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500B0170000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500B0180000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500B0190000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500B0200000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500B0210000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500B0220000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500B0230000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500B0240000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500C0010000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500C0020000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500C0030000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500C0040000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500C0050000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500C0060000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500C0070000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500C0080000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500C0090000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500C0100000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500C0110000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500C0120000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0130000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0140000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0150000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0160000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0170000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0180000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0190000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0200000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0210000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0220000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0230000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0240000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0250000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0260000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500C0270000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65

		Improvement Area A-1.2			
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
381945500C0280000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500D0010000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500D0020000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500D0030000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500D0040000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0050000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0060000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0070000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500D0080000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500D0090000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500D0100000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0110000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0120000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0130000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0140000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0150000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0160000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0170000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500D0180000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500D0190000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500D0200000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500D0210000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500D0220000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500D0230000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500D0240000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500E0050000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0060000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0070000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0080000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0090000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0100000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0110000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0120000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0130000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0140000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0150000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0160000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0170000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0180000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0190000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0200000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0210000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500E0220000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500E0230000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500E0240000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500E0250000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0260000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0270000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0280000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500E0290000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44

		Improvement Area A-1.2			
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
381945500E0300000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500E0310000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500E0320000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500E0330000	5	\$ 38,668.54	\$ 2,982.99	\$ (39.34)	\$ 2,943.65
381945500F0230000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500F0240000	7	\$ 51,751.88	\$ 3,992.28	\$ (52.65)	\$ 3,939.63
381945500F0250000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0260000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0270000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0280000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0290000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0300000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0310000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0320000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0330000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0340000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0350000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0360000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0370000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
381945500F0380000	6	\$ 44,774.10	\$ 3,453.99	\$ (45.55)	\$ 3,408.44
38194550I01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
381945500N08X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
381945500N0830000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0840000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0850000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0860000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0870000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0880000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0890000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0900000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0910000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0920000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0930000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0940000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0950000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500N0960000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500O0010000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500O0020000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500O0030000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500O0040000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500O0050000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500O0060000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500O0070000	8	\$ 57,130.58	\$ 4,407.20	\$ (58.12)	\$ 4,349.08
381945500O01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
381945500A01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
Total^[b]		\$ 18,385,000.82	\$ 1,418,266.97	\$ (18,703.45)	\$ 1,399,563.52

Footnotes:

[a] The TIRZ No. 15 Annual Credit Amount applicable to Improvement Area A-1.2 was collected from last year's Improvement Area A-1.2 Initial Parcel (65000103010740000) and has been subdivided pro rata based on the ratio of outstanding Assessment of each Lot Type within Improvement Area A-1.2 to the outstanding total Improvement Area A-1.2 Assessment.

[b] Totals may not match Service Plan or Annual Installment schedules due to rounding.

EXHIBIT H-2 – IMPROVEMENT AREA A-1.2 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 268,000.00	\$ 1,022,205.00	\$ 91,925.00	\$ -	\$ 36,137.15	\$ 1,418,267.15
2026	\$ 282,000.00	\$ 1,009,475.00	\$ 90,585.00	\$ -	\$ 36,859.90	\$ 1,418,919.90
2027	\$ 296,000.00	\$ 996,080.00	\$ 89,175.00	\$ -	\$ 37,597.10	\$ 1,418,852.10
2028	\$ 310,000.00	\$ 982,020.00	\$ 87,695.00	\$ -	\$ 38,349.04	\$ 1,418,064.04
2029	\$ 326,000.00	\$ 967,295.00	\$ 86,145.00	\$ -	\$ 39,116.02	\$ 1,418,556.02
2030	\$ 342,000.00	\$ 951,810.00	\$ 84,515.00	\$ -	\$ 39,898.34	\$ 1,418,223.34
2031	\$ 359,000.00	\$ 935,565.00	\$ 82,805.00	\$ -	\$ 40,696.31	\$ 1,418,066.31
2032	\$ 379,000.00	\$ 915,820.00	\$ 81,010.00	\$ -	\$ 41,510.23	\$ 1,417,340.23
2033	\$ 401,000.00	\$ 894,975.00	\$ 79,115.00	\$ -	\$ 42,340.44	\$ 1,417,430.44
2034	\$ 424,000.00	\$ 872,920.00	\$ 77,110.00	\$ -	\$ 43,187.24	\$ 1,417,217.24
2035	\$ 449,000.00	\$ 849,600.00	\$ 74,990.00	\$ -	\$ 44,050.99	\$ 1,417,640.99
2036	\$ 475,000.00	\$ 824,905.00	\$ 72,745.00	\$ -	\$ 44,932.01	\$ 1,417,582.01
2037	\$ 502,000.00	\$ 798,780.00	\$ 70,370.00	\$ -	\$ 45,830.65	\$ 1,416,980.65
2038	\$ 531,000.00	\$ 771,170.00	\$ 67,860.00	\$ -	\$ 46,747.26	\$ 1,416,777.26
2039	\$ 562,000.00	\$ 741,965.00	\$ 65,205.00	\$ -	\$ 47,682.21	\$ 1,416,852.21
2040	\$ 595,000.00	\$ 711,055.00	\$ 62,395.00	\$ -	\$ 48,635.85	\$ 1,417,085.85
2041	\$ 629,000.00	\$ 678,330.00	\$ 59,420.00	\$ -	\$ 49,608.57	\$ 1,416,358.57
2042	\$ 666,000.00	\$ 643,735.00	\$ 56,275.00	\$ -	\$ 50,600.74	\$ 1,416,610.74
2043	\$ 705,000.00	\$ 607,105.00	\$ 52,945.00	\$ -	\$ 51,612.76	\$ 1,416,662.76
2044	\$ 746,000.00	\$ 568,330.00	\$ 49,420.00	\$ -	\$ 52,645.01	\$ 1,416,395.01
2045	\$ 792,000.00	\$ 525,435.00	\$ 45,690.00	\$ -	\$ 53,697.91	\$ 1,416,822.91
2046	\$ 840,000.00	\$ 479,895.00	\$ 41,730.00	\$ -	\$ 54,771.87	\$ 1,416,396.87
2047	\$ 891,000.00	\$ 431,595.00	\$ 37,530.00	\$ -	\$ 55,867.31	\$ 1,415,992.31
2048	\$ 945,000.00	\$ 380,362.50	\$ 33,075.00	\$ -	\$ 56,984.65	\$ 1,415,422.15
2049	\$ 1,003,000.00	\$ 326,025.00	\$ 28,350.00	\$ -	\$ 58,124.35	\$ 1,415,499.35
2050	\$ 1,065,000.00	\$ 268,352.50	\$ 23,335.00	\$ -	\$ 59,286.83	\$ 1,415,974.33
2051	\$ 1,130,000.00	\$ 207,115.00	\$ 18,010.00	\$ -	\$ 60,472.57	\$ 1,415,597.57
2052	\$ 1,199,000.00	\$ 142,140.00	\$ 12,360.00	\$ -	\$ 61,682.02	\$ 1,415,182.02
2053	\$ 1,273,000.00	\$ 73,197.50	\$ 6,365.00	\$ (1,333,305.81)	\$ 62,915.66	\$ 82,172.35
Total	\$ 18,385,000.00	\$ 19,577,257.50	\$ 1,728,150.00	\$ (1,333,305.81)	\$ 1,401,840.97	\$ 39,758,942.66

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

EXHIBIT I-1 – IMPROVEMENT AREA A-1.3 ASSESSMENT ROLL

		Improvement Area A-1.3			
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
38194550BB0010000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0020000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0030000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0040000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0050000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0060000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0070000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0080000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0090000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0100000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0110000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0120000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0130000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0140000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0150000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0160000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB0170000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550BB02X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
38194550BB03X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
38194550CC0010000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0020000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0030000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0040000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0050000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0060000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0070000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0080000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0090000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0100000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0110000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0120000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0130000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0140000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0150000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0160000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0170000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0180000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0190000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0200000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0210000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0220000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0230000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0240000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0250000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0260000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0270000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0280000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0290000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0300000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550CC0310000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39

		Improvement Area A-1.3			
Property ID	Lot Type	Outstanding Assessment	Annual	TIRZ No. 15	Net Annual
			Installment Due 1/31/2025	Annual Credit Amount ^[a]	Installment Due 1/31/2025
38194550DD0010000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0020000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0030000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0040000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0050000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0060000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0070000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0080000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0090000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0100000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0110000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0120000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0130000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0140000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0150000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0160000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0170000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0180000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0190000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0200000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0210000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0220000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0230000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0240000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0250000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0260000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0270000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0280000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0290000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0300000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0310000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0320000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550DD0330000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0010000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0020000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0030000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0040000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0050000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0060000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0070000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0080000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0090000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0100000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0110000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0120000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0130000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0140000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0150000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0160000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0170000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39

		Improvement Area A-1.3			
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
38194550EE0180000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0190000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0200000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0210000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0220000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0230000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550EE0240000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550FF0010000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550FF0020000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550FF0030000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550FF0040000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550FF0050000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550FF0060000	9	\$ 30,900.90	\$ 2,450.83	\$ (31.44)	\$ 2,419.39
38194550FF01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
38194550OO01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
65000103010740000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
65000103010740100	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
Total^[b]		\$ 3,429,999.90	\$ 272,042.13	\$ (3,489.41)	\$ 268,552.72

Footnotes:

[a] The TIRZ No. 15 Annual Credit Amount applicable to Improvement Area A-1.3 was collected from last year's Improvement Area A-1.3 Initial Parcel (65000103010740000) and has been subdivided pro rata based on the ratio of outstanding Assessment of each Lot Type within Improvement Area A-1.3 to the outstanding total Improvement Area A-1.3 Assessment.

[b] Totals may not match Service Plan or Annual Installment schedules due to rounding.

EXHIBIT I-2 – IMPROVEMENT AREA A-1.3 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 58,000.00	\$ 190,150.00	\$ 17,150.00	\$ -	\$ 6,741.93	\$ 272,041.93
2026	\$ 61,000.00	\$ 187,395.00	\$ 16,860.00	\$ -	\$ 6,876.77	\$ 272,131.77
2027	\$ 63,000.00	\$ 184,497.50	\$ 16,555.00	\$ -	\$ 7,014.31	\$ 271,066.81
2028	\$ 65,000.00	\$ 181,505.00	\$ 16,240.00	\$ -	\$ 7,154.59	\$ 269,899.59
2029	\$ 68,000.00	\$ 178,417.50	\$ 15,915.00	\$ -	\$ 7,297.69	\$ 269,630.19
2030	\$ 71,000.00	\$ 175,187.50	\$ 15,575.00	\$ -	\$ 7,443.64	\$ 269,206.14
2031	\$ 73,000.00	\$ 171,815.00	\$ 15,220.00	\$ -	\$ 7,592.51	\$ 267,627.51
2032	\$ 77,000.00	\$ 167,800.00	\$ 14,855.00	\$ -	\$ 7,744.36	\$ 267,399.36
2033	\$ 81,000.00	\$ 163,565.00	\$ 14,470.00	\$ -	\$ 7,899.25	\$ 266,934.25
2034	\$ 84,000.00	\$ 159,110.00	\$ 14,065.00	\$ -	\$ 8,057.23	\$ 265,232.23
2035	\$ 88,000.00	\$ 154,490.00	\$ 13,645.00	\$ -	\$ 8,218.38	\$ 264,353.38
2036	\$ 93,000.00	\$ 149,650.00	\$ 13,205.00	\$ -	\$ 8,382.75	\$ 264,237.75
2037	\$ 97,000.00	\$ 144,535.00	\$ 12,740.00	\$ -	\$ 8,550.40	\$ 262,825.40
2038	\$ 102,000.00	\$ 139,200.00	\$ 12,255.00	\$ -	\$ 8,721.41	\$ 262,176.41
2039	\$ 107,000.00	\$ 133,590.00	\$ 11,745.00	\$ -	\$ 8,895.84	\$ 261,230.84
2040	\$ 112,000.00	\$ 127,705.00	\$ 11,210.00	\$ -	\$ 9,073.75	\$ 259,988.75
2041	\$ 118,000.00	\$ 121,545.00	\$ 10,650.00	\$ -	\$ 9,255.23	\$ 259,450.23
2042	\$ 124,000.00	\$ 115,055.00	\$ 10,060.00	\$ -	\$ 9,440.33	\$ 258,555.33
2043	\$ 130,000.00	\$ 108,235.00	\$ 9,440.00	\$ -	\$ 9,629.14	\$ 257,304.14
2044	\$ 137,000.00	\$ 101,085.00	\$ 8,790.00	\$ -	\$ 9,821.72	\$ 256,696.72
2045	\$ 144,000.00	\$ 93,207.50	\$ 8,105.00	\$ -	\$ 10,018.16	\$ 255,330.66
2046	\$ 152,000.00	\$ 84,927.50	\$ 7,385.00	\$ -	\$ 10,218.52	\$ 254,531.02
2047	\$ 160,000.00	\$ 76,187.50	\$ 6,625.00	\$ -	\$ 10,422.89	\$ 253,235.39
2048	\$ 169,000.00	\$ 66,987.50	\$ 5,825.00	\$ -	\$ 10,631.35	\$ 252,443.85
2049	\$ 178,000.00	\$ 57,270.00	\$ 4,980.00	\$ -	\$ 10,843.98	\$ 251,093.98
2050	\$ 188,000.00	\$ 47,035.00	\$ 4,090.00	\$ -	\$ 11,060.86	\$ 250,185.86
2051	\$ 199,000.00	\$ 36,225.00	\$ 3,150.00	\$ -	\$ 11,282.07	\$ 249,657.07
2052	\$ 210,000.00	\$ 24,782.50	\$ 2,155.00	\$ -	\$ 11,507.71	\$ 248,445.21
2053	\$ 221,000.00	\$ 12,707.50	\$ 1,105.00	\$ (246,336.60)	\$ 11,737.87	\$ 213.77
Total	\$ 3,430,000.00	\$ 3,553,862.50	\$ 314,065.00	\$ (246,336.60)	\$ 261,534.65	\$ 7,313,125.55

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

EXHIBIT J-1 – IMPROVEMENT AREA C-1 ASSESSMENT ROLL

Property ID	Lot Type	Improvement Area C-1			
		Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
381946000A0010000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000A0020000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000A0030000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000A0040000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000A0050000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000A0060000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000A0070000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000A0080000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000A01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
381946000B0010000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0020000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0030000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0040000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0050000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0060000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0070000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0080000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0090000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0100000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0110000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0120000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0130000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0140000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0150000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0160000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0170000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0180000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0190000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0200000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0210000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0220000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0230000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0240000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0250000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0260000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0270000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0280000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0290000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0300000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000B0310000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000B0320000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000B0330000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000B01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
381946000C0010000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0020000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0030000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0040000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0050000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0060000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0070000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85

		Improvement Area C-1			
Property ID	Lot Type	Outstanding Assessment	Annual	TIRZ No. 15	Net Annual
			Installment Due 1/31/2025	Annual Credit Amount ^[a]	Installment Due 1/31/2025
381946000C0080000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0090000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0100000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0110000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0120000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0130000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0140000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0150000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0160000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0170000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000C0180000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000D0010000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0020000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0030000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0040000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0050000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0060000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0070000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0080000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0090000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0100000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0110000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0120000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0130000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0140000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0150000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0160000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0170000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0180000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0190000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0200000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0210000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0220000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0230000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D0240000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000D01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
381946000E0010000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0020000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0030000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0040000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0050000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0060000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0070000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0080000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0090000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0100000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0110000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0120000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0130000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0140000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85

		Improvement Area C-1			
Property ID	Lot Type	Outstanding Assessment	Annual	TIRZ No. 15	Net Annual
			Installment Due 1/31/2025	Annual Credit Amount ^[a]	Installment Due 1/31/2025
381946000E0150000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0160000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000E0170000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0010000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0020000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0030000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0040000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0050000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0060000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0070000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0080000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0090000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0100000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0110000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0120000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0130000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0140000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0150000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0160000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0170000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0180000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0190000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0200000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0210000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0220000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F0230000	11	\$ 43,809.77	\$ 3,453.47	\$ (49.62)	\$ 3,403.85
381946000F01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
381946000G0010000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0020000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0030000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0040000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0050000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0060000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0070000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0080000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0090000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0100000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0110000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0120000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0130000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0140000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0150000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0160000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0170000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0180000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0190000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0200000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0210000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0220000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000G0230000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80

		Improvement Area C-1			
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
381946000G01X0000	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
381946000H0010000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0020000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0030000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0040000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0050000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0060000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0070000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0080000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0090000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0100000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0110000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0120000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0130000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0140000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0150000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
381946000H0160000	10	\$ 41,170.63	\$ 3,245.43	\$ (46.63)	\$ 3,198.80
Total^[b]		\$ 6,922,999.50	\$ 545,731.50	\$ (7,841.40)	\$ 537,890.10

Footnotes:

[a] The TIRZ No. 15 Annual Credit Amount applicable to Improvement Area C-1 was collected from last year's Improvement Area C-3 Initial Parcel (65000102010500200) and has been subdivided pro rata based on the ratio of outstanding Assessment of each Lot Type within Improvement Area C-1 to the outstanding total Improvement Area C-1 Assessment.

[b] Totals may not match Service Plan or Annual Installment schedules due to rounding.

EXHIBIT J-2 – IMPROVEMENT AREA C-1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 110,000.00	\$ 375,681.26	\$ 34,615.00	\$ -	\$ 25,435.59	\$ 545,731.85
2026	\$ 114,000.00	\$ 370,593.76	\$ 34,065.00	\$ -	\$ 25,944.30	\$ 544,603.06
2027	\$ 119,000.00	\$ 365,321.26	\$ 33,495.00	\$ -	\$ 26,463.19	\$ 544,279.45
2028	\$ 125,000.00	\$ 359,817.50	\$ 32,900.00	\$ -	\$ 26,992.45	\$ 544,709.95
2029	\$ 130,000.00	\$ 354,036.26	\$ 32,275.00	\$ -	\$ 27,532.30	\$ 543,843.56
2030	\$ 136,000.00	\$ 348,023.76	\$ 31,625.00	\$ -	\$ 28,082.95	\$ 543,731.71
2031	\$ 142,000.00	\$ 341,733.76	\$ 30,945.00	\$ -	\$ 28,644.61	\$ 543,323.37
2032	\$ 149,000.00	\$ 334,101.26	\$ 30,235.00	\$ -	\$ 29,217.50	\$ 542,553.76
2033	\$ 157,000.00	\$ 326,092.50	\$ 29,490.00	\$ -	\$ 29,801.85	\$ 542,384.35
2034	\$ 165,000.00	\$ 317,653.76	\$ 28,705.00	\$ -	\$ 30,397.88	\$ 541,756.64
2035	\$ 174,000.00	\$ 308,785.00	\$ 27,880.00	\$ -	\$ 31,005.84	\$ 541,670.84
2036	\$ 183,000.00	\$ 299,432.50	\$ 27,010.00	\$ -	\$ 31,625.96	\$ 541,068.46
2037	\$ 193,000.00	\$ 289,596.26	\$ 26,095.00	\$ -	\$ 32,258.48	\$ 540,949.74
2038	\$ 203,000.00	\$ 279,222.50	\$ 25,130.00	\$ -	\$ 32,903.65	\$ 540,256.15
2039	\$ 214,000.00	\$ 268,311.26	\$ 24,115.00	\$ -	\$ 33,561.72	\$ 539,987.98
2040	\$ 226,000.00	\$ 256,808.76	\$ 23,045.00	\$ -	\$ 34,232.96	\$ 540,086.72
2041	\$ 238,000.00	\$ 244,661.26	\$ 21,915.00	\$ -	\$ 34,917.61	\$ 539,493.87
2042	\$ 251,000.00	\$ 231,868.76	\$ 20,725.00	\$ -	\$ 35,615.97	\$ 539,209.73
2043	\$ 264,000.00	\$ 218,377.50	\$ 19,470.00	\$ -	\$ 36,328.29	\$ 538,175.79
2044	\$ 279,000.00	\$ 204,187.50	\$ 18,150.00	\$ -	\$ 37,054.85	\$ 538,392.35
2045	\$ 295,000.00	\$ 188,493.76	\$ 16,755.00	\$ -	\$ 37,795.95	\$ 538,044.71
2046	\$ 312,000.00	\$ 171,900.00	\$ 15,280.00	\$ -	\$ 38,551.87	\$ 537,731.87
2047	\$ 329,000.00	\$ 154,350.00	\$ 13,720.00	\$ -	\$ 39,322.91	\$ 536,392.91
2048	\$ 348,000.00	\$ 135,843.76	\$ 12,075.00	\$ -	\$ 40,109.36	\$ 536,028.12
2049	\$ 368,000.00	\$ 116,268.76	\$ 10,335.00	\$ -	\$ 40,911.55	\$ 535,515.31
2050	\$ 390,000.00	\$ 95,568.76	\$ 8,495.00	\$ -	\$ 41,729.78	\$ 535,793.54
2051	\$ 412,000.00	\$ 73,631.26	\$ 6,545.00	\$ -	\$ 42,564.38	\$ 534,740.64
2052	\$ 436,000.00	\$ 50,456.26	\$ 4,485.00	\$ -	\$ 43,415.66	\$ 534,356.92
2053	\$ 461,000.00	\$ 25,931.26	\$ 2,305.00	\$ (486,931.26)	\$ 44,283.98	\$ 46,588.98
Total	\$ 6,923,000.00	\$ 7,106,750.20	\$ 641,880.00	\$ (486,931.26)	\$ 986,703.37	\$ 15,171,402.31

Footnotes:

[a] Interest on the Improvement Area C-1 Bonds is calculated at a 4.625%, 5.375%, and 5.625% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

EXHIBIT K-1 – IMPROVEMENT AREA C-2 ASSESSMENT ROLL

Property ID ^[a]	Legal Description	Lot Type	Improvement Area C-2			
			Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount	Net Annual Installment Due 1/31/2025
65000102010500200	J P ANDERSON ABST 1 PG 020 ACS 73.5630	Improvement Area C-2 Initial Parcel	\$ 3,525,000.00	\$ 290,661.81	\$ (3,992.62)	\$ 286,669.19
Total^[b]			\$ 3,525,000.00	\$ 290,661.81	\$ (3,992.62)	\$ 286,669.19

Footnotes:

[a] The entire Improvement Area C-2 Initial Parcel is contained within Property IDs 65000102010500200. For billing purposes, the Annual Installment due 1/31/2025 shall be allocated to the Improvement Area C-2 Initial Parcel.

[b] Totals may not match Service Plan or Installment Schedules due to rounding.

			Improvement Area C-2			
Property ID	Legal Description	Lot Type	Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[a]	Installment Due 1/31/2025
TBD	Solterra South Phase 2 Block B Lot 34	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 35	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 36	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 37	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 38	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 39	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 40	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 41	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 42	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 43	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 44	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 45	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 46	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 47	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 48	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 49	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 50	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 51	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block B Lot 52	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 53	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 54	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 55	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 56	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 57	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 58	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 59	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 60	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 61	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 62	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 63	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 64	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 65	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 66	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 67	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 68	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 69	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 70	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block B Lot 3X (Open Space)	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
TBD	Solterra South Phase 2 Block D Lot 25	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block D Lot 26	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73

			Improvement Area C-2			
Property ID	Legal Description	Lot Type	Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[a]	Installment Due 1/31/2025
TBD	Solterra South Phase 2 Block D Lot 27	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block D Lot 28	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block D Lot 29	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block D Lot 30	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block D Lot 31	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block D Lot 32	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block D Lot 33	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block D Lot 34	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block D Lot 35	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block D Lot 2X (Open Space)	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
TBD	Solterra South Phase 2 Block J Lot 1	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block J Lot 2	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block J Lot 3	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block J Lot 4	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block J Lot 5	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block J Lot 6	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block J Lot 7	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block J Lot 8	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 1	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 2	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 3	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 4	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 5	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 6	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 7	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 8	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 9	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 10	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block K Lot 11	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block K Lot 12	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block K Lot 13	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block K Lot 14	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 1	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 2	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 3	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 4	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 5	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 6	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 7	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 8	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43

			Improvement Area C-2			
Property ID	Legal Description	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[a]	Net Annual Installment Due 1/31/2025
TBD	Solterra South Phase 2 Block L Lot 9	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 10	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 11	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 12	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 13	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 14	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 15	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 16	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 17	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 18	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 19	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 20	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 21	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 22	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 23	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 24	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 25	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 26	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block L Lot 27	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block M Lot 1	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block M Lot 2	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block M Lot 3	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block M Lot 4	12	\$ 32,861.24	\$ 2,709.65	\$ (37.22)	\$ 2,672.43
TBD	Solterra South Phase 2 Block N Lot 1	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block N Lot 2	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
TBD	Solterra South Phase 2 Block N Lot 3	13	\$ 34,967.73	\$ 2,883.34	\$ (39.61)	\$ 2,843.73
Total^[b]			\$ 3,525,000.00	\$ 290,661.79	\$ (3,992.62)	\$ 286,669.17

Footnotes:

[a] The TIRZ No. 15 Annual Credit Amount applicable to Improvement Area C-2 was collected from last year's Improvement Area C-2 Initial Parcel (65000102010500200) and has been subdivided pro rata based on the ratio of outstanding Assessment of each Lot Type within Improvement Area C-2 to the outstanding total Improvement Area C-2 Assessment.

[b] Totals may not match Service Plan or Annual Installment schedules due to rounding.

EXHIBIT K-2 – IMPROVEMENT AREA C-2 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 59,000.00	\$ 194,361.26	\$ 17,625.00	\$ -	\$ 19,675.55	\$ 290,661.81
2026	\$ 62,000.00	\$ 191,632.50	\$ 17,330.00	\$ -	\$ 20,069.06	\$ 291,031.56
2027	\$ 64,000.00	\$ 188,765.00	\$ 17,020.00	\$ -	\$ 20,470.44	\$ 290,255.44
2028	\$ 66,000.00	\$ 185,805.00	\$ 16,700.00	\$ -	\$ 20,879.85	\$ 289,384.85
2029	\$ 69,000.00	\$ 182,752.50	\$ 16,370.00	\$ -	\$ 21,297.45	\$ 289,419.95
2030	\$ 72,000.00	\$ 179,561.26	\$ 16,025.00	\$ -	\$ 21,723.40	\$ 289,309.66
2031	\$ 74,000.00	\$ 176,231.26	\$ 15,665.00	\$ -	\$ 22,157.86	\$ 288,054.12
2032	\$ 78,000.00	\$ 172,068.76	\$ 15,295.00	\$ -	\$ 22,601.02	\$ 287,964.78
2033	\$ 82,000.00	\$ 167,681.26	\$ 14,905.00	\$ -	\$ 23,053.04	\$ 287,639.30
2034	\$ 86,000.00	\$ 163,068.76	\$ 14,495.00	\$ -	\$ 23,514.10	\$ 287,077.86
2035	\$ 90,000.00	\$ 158,231.26	\$ 14,065.00	\$ -	\$ 23,984.39	\$ 286,280.65
2036	\$ 95,000.00	\$ 153,168.76	\$ 13,615.00	\$ -	\$ 24,464.07	\$ 286,247.83
2037	\$ 100,000.00	\$ 147,825.00	\$ 13,140.00	\$ -	\$ 24,953.35	\$ 285,918.35
2038	\$ 105,000.00	\$ 142,200.00	\$ 12,640.00	\$ -	\$ 25,452.42	\$ 285,292.42
2039	\$ 110,000.00	\$ 136,293.76	\$ 12,115.00	\$ -	\$ 25,961.47	\$ 284,370.23
2040	\$ 116,000.00	\$ 130,106.26	\$ 11,565.00	\$ -	\$ 26,480.70	\$ 284,151.96
2041	\$ 122,000.00	\$ 123,581.26	\$ 10,985.00	\$ -	\$ 27,010.31	\$ 283,576.57
2042	\$ 128,000.00	\$ 116,718.76	\$ 10,375.00	\$ -	\$ 27,550.52	\$ 282,644.28
2043	\$ 135,000.00	\$ 109,518.76	\$ 9,735.00	\$ -	\$ 28,101.53	\$ 282,355.29
2044	\$ 142,000.00	\$ 101,925.00	\$ 9,060.00	\$ -	\$ 28,663.56	\$ 281,648.56
2045	\$ 149,000.00	\$ 93,937.50	\$ 8,350.00	\$ -	\$ 29,236.83	\$ 280,524.33
2046	\$ 157,000.00	\$ 85,556.26	\$ 7,605.00	\$ -	\$ 29,821.57	\$ 279,982.83
2047	\$ 166,000.00	\$ 76,725.00	\$ 6,820.00	\$ -	\$ 30,418.00	\$ 279,963.00
2048	\$ 174,000.00	\$ 67,387.50	\$ 5,990.00	\$ -	\$ 31,026.36	\$ 278,403.86
2049	\$ 184,000.00	\$ 57,600.00	\$ 5,120.00	\$ -	\$ 31,646.89	\$ 278,366.89
2050	\$ 194,000.00	\$ 47,250.00	\$ 4,200.00	\$ -	\$ 32,279.83	\$ 277,729.83
2051	\$ 204,000.00	\$ 36,337.50	\$ 3,230.00	\$ -	\$ 32,925.42	\$ 276,492.92
2052	\$ 215,000.00	\$ 24,862.50	\$ 2,210.00	\$ -	\$ 33,583.93	\$ 275,656.43
2053	\$ 227,000.00	\$ 12,768.76	\$ 1,135.00	\$ (253,632.50)	\$ 34,255.61	\$ 21,526.87
Total	\$ 3,525,000.00	\$ 3,623,921.40	\$ 323,385.00	\$ (253,632.50)	\$ 763,258.55	\$ 7,981,932.45

Footnotes:

[a] Interest on the Improvement Area C-2 Bonds is calculated at a 4.625% and 5.625% rate for bonds maturing 2030 and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

EXHIBIT L-1 – IMPROVEMENT AREA C-3 ASSESSMENT ROLL

Property ID ^[b]	Legal Description	Lot Type	Improvement Area C-3 ^[a]			
			Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount	Net Annual Installment Due 1/31/2025
65000102010500200	J P ANDERSON ABST 1 PG 020 ACS 73.5630	Improvement Area #C-3 Initial Parcel	\$ 5,435,000.00	\$ 451,901.33	\$ (6,156.00)	\$ 445,745.33
Total^[c]			\$ 5,435,000.00	\$ 451,901.33	\$ (6,156.00)	\$ 445,745.33

Footnotes:

[a] Annual Installment includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the Improvement Area C-3 Bonds.

[b] The entire Improvement Area C-3 Initial Parcel is contained within Property IDs 65000102010500200. For billing purposes, the Annual Installment due 1/31/2025 shall be allocated to the Improvement Area C-3 Initial Parcel.

[c] Totals may not match Service Plan or Installment Schedules due to rounding.

			Improvement Area C-3 ^[a]			
Property ID	Legal Description	Lot Type	Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[b]	Installment Due 1/31/2025
TBD	Solterra South Phase 3A Block K Lot 1X (Open Space)	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
TBD	Solterra South Phase 3A Block DD Lot 1X (Open Space)	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
TBD	Solterra South Phase 3A Block BB Lot 1X (Open Space)	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
TBD	Solterra South Phase 3A Block AA Lot 1	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block AA Lot 2	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block AA Lot 3	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block AA Lot 4	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block Z Lot 1	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block Z Lot 2	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block Z Lot 3	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block Z Lot 4	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block Z Lot 5	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block Z Lot 6	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block Z Lot 7	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3A Block Z Lot 8	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block B Lot 139	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block B Lot 140	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block B Lot 141	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block B Lot 142	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block B Lot 1X (Open Space)	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
TBD	Solterra South Phase 3B Block M Lot 5	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 6	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 7	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 8	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 9	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 10	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 11	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 12	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 13	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 14	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 15	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 16	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 17	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 18	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 19	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 20	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 21	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 22	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 23	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 24	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94

Property ID	Legal Description	Lot Type	Improvement Area C-3 ^[a]			
			Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[b]	Net Annual Installment Due 1/31/2025
TBD	Solterra South Phase 3B Block M Lot 25	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 26	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 27	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 28	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 29	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 30	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 31	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 32	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 33	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 34	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block M Lot 35	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block M Lot 36	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block M Lot 37	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block M Lot 38	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block M Lot 39	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block M Lot 40	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block M Lot 1X (Open Space)	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
TBD	Solterra South Phase 3B Block M Lot 2X (Open Space)	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -
TBD	Solterra South Phase 3B Block N Lot 4	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 5	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 6	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 7	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 8	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 9	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 10	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 11	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 12	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 13	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 14	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 15	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 16	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block N Lot 17	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block P Lot 1	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 2	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 3	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 4	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 5	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 6	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 7	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 8	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64

Property ID	Legal Description	Lot Type	Improvement Area C-3 ^[a]			
			Outstanding Assessment	Annual Installment Due 1/31/2025	TIRZ No. 15 Annual Credit Amount ^[b]	Net Annual Installment Due 1/31/2025
TBD	Solterra South Phase 3B Block P Lot 9	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 10	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 11	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 12	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block P Lot 13	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 1	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 2	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 3	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 4	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 5	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 6	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 7	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 8	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 9	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 10	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 11	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 12	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 13	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 14	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 15	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 16	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 17	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 18	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 19	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 20	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Q Lot 21	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Y Lot 43	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Y Lot 44	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Y Lot 45	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 9	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 10	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 11	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 12	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 13	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 14	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 15	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 16	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 17	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 18	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 19	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64

Property ID	Legal Description	Lot Type	Improvement Area C-3 ^[a]			
			Outstanding	Annual	TIRZ No. 15	Net Annual
			Assessment	Installment Due 1/31/2025	Annual Credit Amount ^[b]	Installment Due 1/31/2025
TBD	Solterra South Phase 3B Block Z Lot 20	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 21	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 22	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 23	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 24	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 25	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 26	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 27	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 28	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 29	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 30	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 31	14	\$ 35,538.36	\$ 2,954.89	\$ (40.25)	\$ 2,914.64
TBD	Solterra South Phase 3B Block Z Lot 32	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 33	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 34	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 35	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 36	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 37	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 38	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 39	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 40	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 41	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 42	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 43	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 44	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 45	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block Z Lot 46	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block AA Lot 5	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block AA Lot 6	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block AA Lot 7	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block AA Lot 8	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block AA Lot 9	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
TBD	Solterra South Phase 3B Block AA Lot 10	15	\$ 37,907.59	\$ 3,151.88	\$ (42.94)	\$ 3,108.94
Total^[c]			\$ 5,435,000.00	\$ 451,900.94	\$ (6,156.00)	\$ 445,744.94

Footnotes:

[a] Annual Installment includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the Improvement Area C-3 Bonds.

[b] The TIRZ No. 15 Annual Credit Amount applicable to Improvement Area C-3 was collected from last year's Improvement Area C-3 Initial Parcel (65000102010500200) and has been subdivided pro rata based on the ratio of outstanding Assessment of each Lot Type within Improvement Area C-3 to the outstanding total Improvement Area C-3 Assessment.

[c] Totals may not match Service Plan or Annual Installment schedules due to rounding.

EXHIBIT L-2 – IMPROVEMENT AREA C-3 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 141,000.00	\$ 269,976.08	\$ 27,175.00	\$ -	\$ 13,750.25	\$ 451,901.33
2026	\$ 77,000.00	\$ 304,405.00	\$ 26,470.00	\$ -	\$ 14,025.26	\$ 421,900.26
2027	\$ 82,000.00	\$ 299,977.50	\$ 26,085.00	\$ -	\$ 14,305.77	\$ 422,368.27
2028	\$ 87,000.00	\$ 295,262.50	\$ 25,675.00	\$ -	\$ 14,591.89	\$ 422,529.39
2029	\$ 92,000.00	\$ 290,260.00	\$ 25,240.00	\$ -	\$ 14,883.73	\$ 422,383.73
2030	\$ 97,000.00	\$ 284,970.00	\$ 24,780.00	\$ -	\$ 15,181.40	\$ 421,931.40
2031	\$ 103,000.00	\$ 279,392.50	\$ 24,295.00	\$ -	\$ 15,485.03	\$ 422,172.53
2032	\$ 109,000.00	\$ 273,470.00	\$ 23,780.00	\$ -	\$ 15,794.73	\$ 422,044.73
2033	\$ 116,000.00	\$ 267,202.50	\$ 23,235.00	\$ -	\$ 16,110.62	\$ 422,548.12
2034	\$ 123,000.00	\$ 260,532.50	\$ 22,655.00	\$ -	\$ 16,432.83	\$ 422,620.33
2035	\$ 130,000.00	\$ 253,460.00	\$ 22,040.00	\$ -	\$ 16,761.49	\$ 422,261.49
2036	\$ 138,000.00	\$ 245,985.00	\$ 21,390.00	\$ -	\$ 17,096.72	\$ 422,471.72
2037	\$ 146,000.00	\$ 238,050.00	\$ 20,700.00	\$ -	\$ 17,438.65	\$ 422,188.65
2038	\$ 155,000.00	\$ 229,655.00	\$ 19,970.00	\$ -	\$ 17,787.42	\$ 422,412.42
2039	\$ 164,000.00	\$ 220,742.50	\$ 19,195.00	\$ -	\$ 18,143.17	\$ 422,080.67
2040	\$ 174,000.00	\$ 211,312.50	\$ 18,375.00	\$ -	\$ 18,506.03	\$ 422,193.53
2041	\$ 184,000.00	\$ 201,307.50	\$ 17,505.00	\$ -	\$ 18,876.15	\$ 421,688.65
2042	\$ 196,000.00	\$ 190,727.50	\$ 16,585.00	\$ -	\$ 19,253.67	\$ 422,566.17
2043	\$ 207,000.00	\$ 179,457.50	\$ 15,605.00	\$ -	\$ 19,638.74	\$ 421,701.24
2044	\$ 220,000.00	\$ 167,555.00	\$ 14,570.00	\$ -	\$ 20,031.51	\$ 422,156.51
2045	\$ 233,000.00	\$ 154,905.00	\$ 13,470.00	\$ -	\$ 20,432.14	\$ 421,807.14
2046	\$ 248,000.00	\$ 141,507.50	\$ 12,305.00	\$ -	\$ 20,840.78	\$ 422,653.28
2047	\$ 263,000.00	\$ 127,247.50	\$ 11,065.00	\$ -	\$ 21,257.60	\$ 422,570.10
2048	\$ 279,000.00	\$ 112,125.00	\$ 9,750.00	\$ -	\$ 21,682.75	\$ 422,557.75
2049	\$ 296,000.00	\$ 96,082.50	\$ 8,355.00	\$ -	\$ 22,116.41	\$ 422,553.91
2050	\$ 314,000.00	\$ 79,062.50	\$ 6,875.00	\$ -	\$ 22,558.74	\$ 422,496.24
2051	\$ 333,000.00	\$ 61,007.50	\$ 5,305.00	\$ -	\$ 23,009.91	\$ 422,322.41
2052	\$ 353,000.00	\$ 41,860.00	\$ 3,640.00	\$ -	\$ 23,470.11	\$ 421,970.11
2053	\$ 375,000.00	\$ 21,562.50	\$ 1,875.00	\$ (410,976.08)	\$ 23,939.51	\$ 11,400.93
Total	\$ 5,435,000.00	\$ 5,799,061.08	\$ 507,965.00	\$ (410,976.08)	\$ 533,403.01	\$ 11,864,453.01

Footnotes:

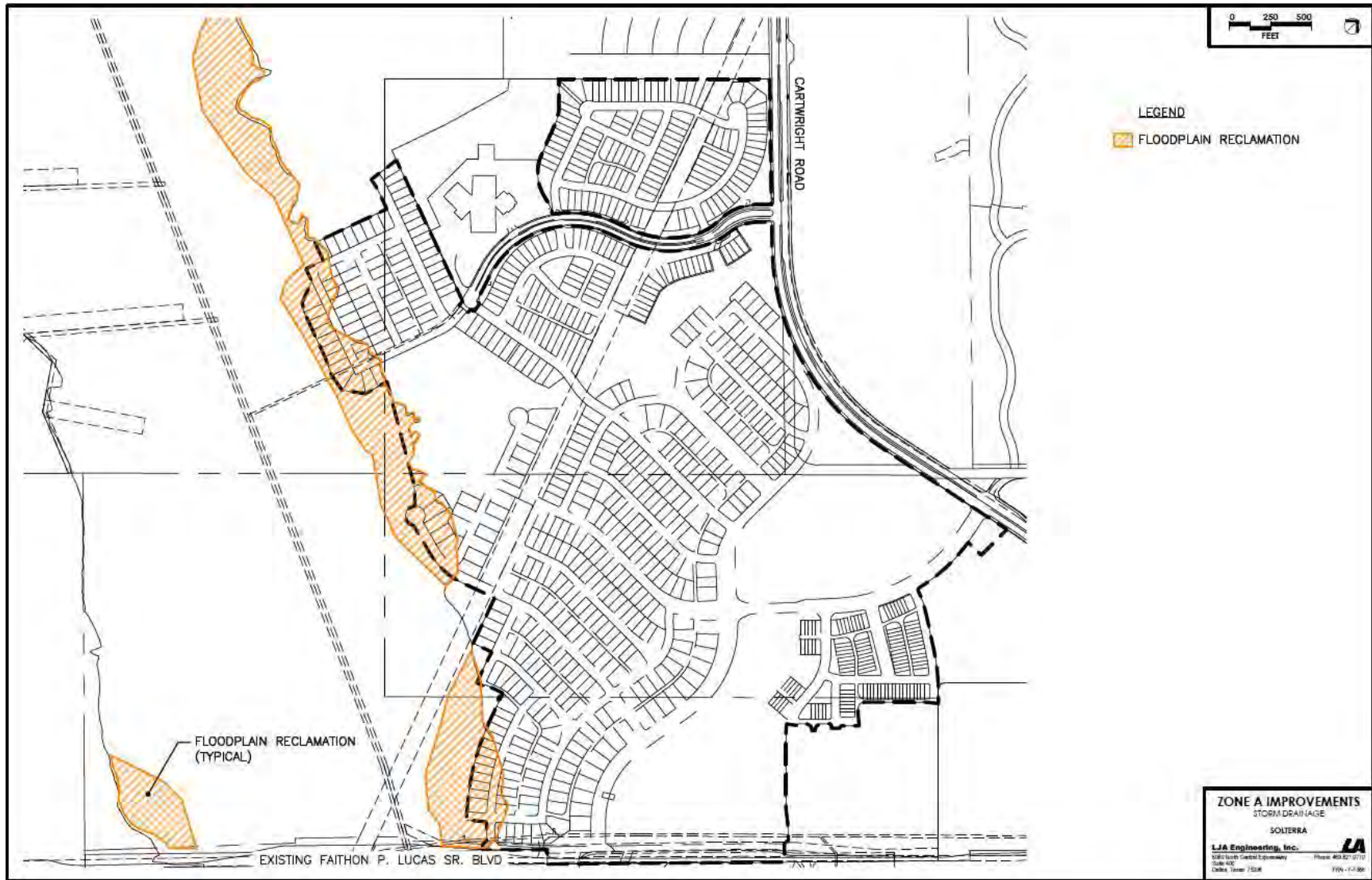
[a] Interest is calculated at 5.75% based on the City's Financial Advisor's model dated 8/29/2024, and subject to change upon pricing.

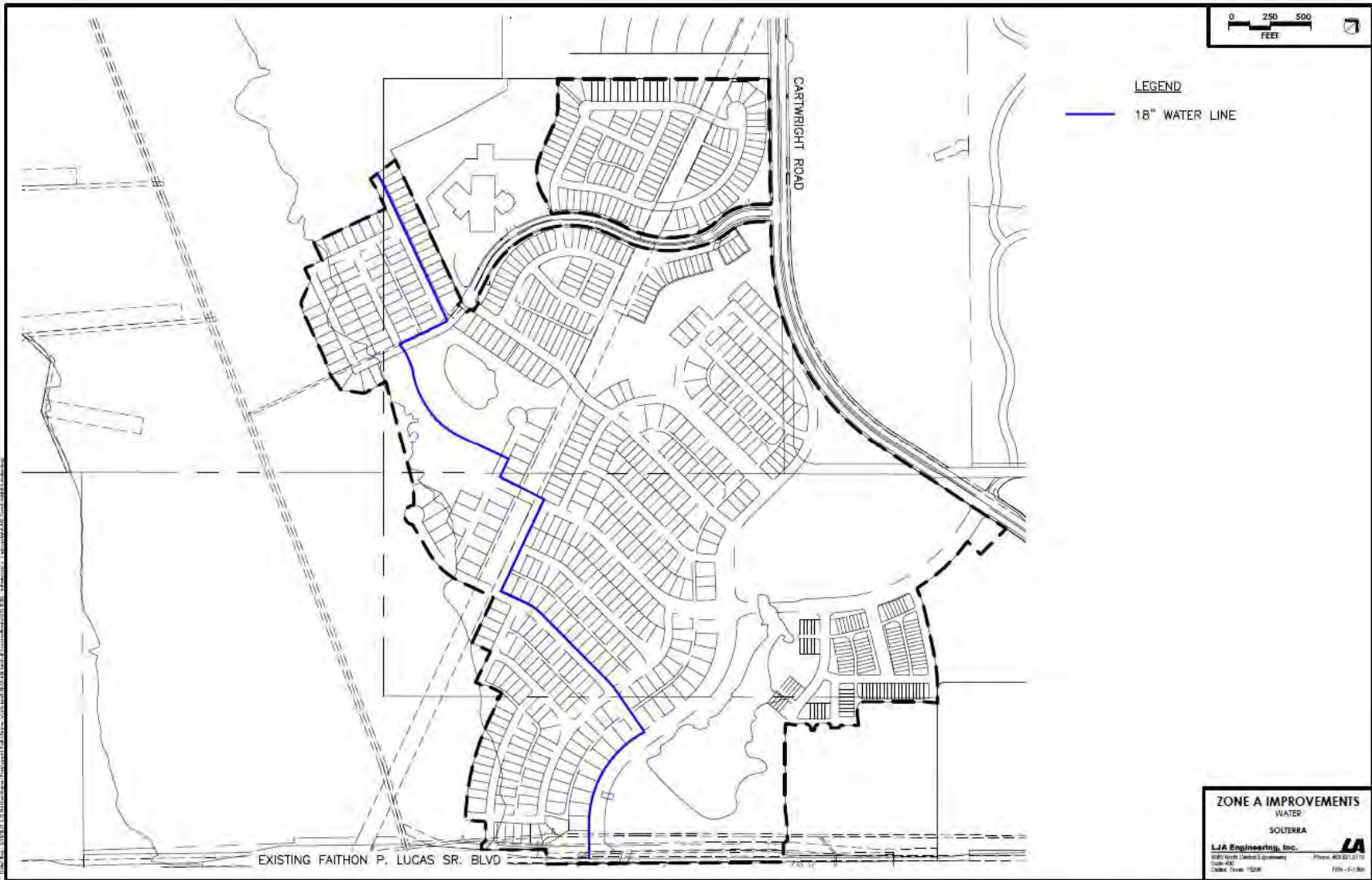
[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

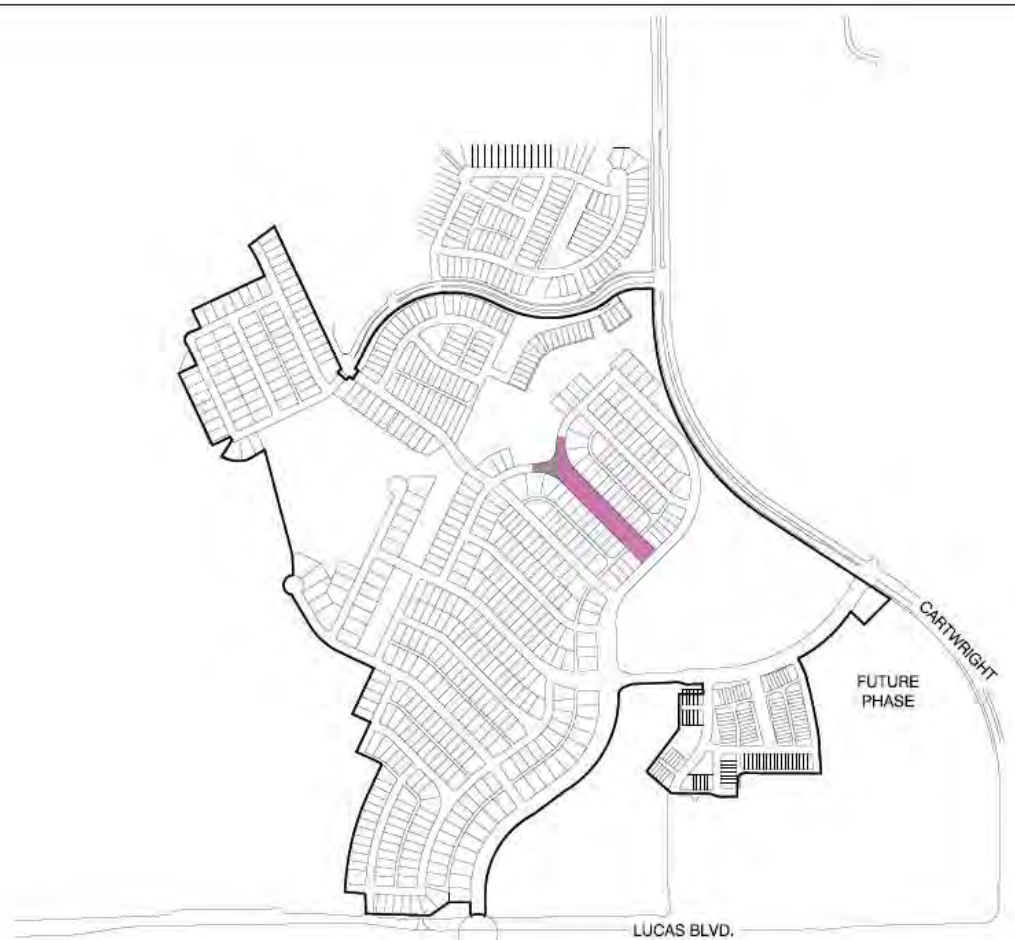
[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT M-1 – MAPS OF IMPROVEMENT ZONE A IMPROVEMENTS









LEGEND

 PROMENADE IMPROVEMENT (ZONE A)

DEVELOPER:

HC SOLTERRA, LLC
8200 DOUGLAS AVENUE, SUITE 300
DALLAS, TEXAS 75225
PHONE: (214) 750-1800

ENGINEER:

LJA ENGINEERING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TX 75206
PHONE: (469) 421-0710
TEXAS REGISTRATION F-1386

LANDSCAPE ARCHITECT:

LJA LANDSCAPE ARCHITECTURE
2150 SOUTH CENTRAL EXPRESSWAY
SUITE 300
MCINNEY, TX 75070
PHONE: (214) 420-2800



785 LOTS
32 OPEN SPACES
250.21 ACRES
OUT OF THE
LANDERSON SURVEY, ABSTRACT NO. 1

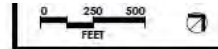
LANDSCAPE, PARKS & OPEN SPACE
-ZONE A IMPROVEMENTS
FOR
SOLTERRA
CITY OF MESQUITE,
DALLAS COUNTY, TEXAS

SUBMITTAL DATE: 05-12-2021

CASE NO. SP0221-0195 | ZC/PP-XX-000 | SCALE: | MAPSCO: XXXXXXXX | PROJECT NO. NTS20-0062

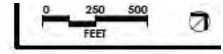
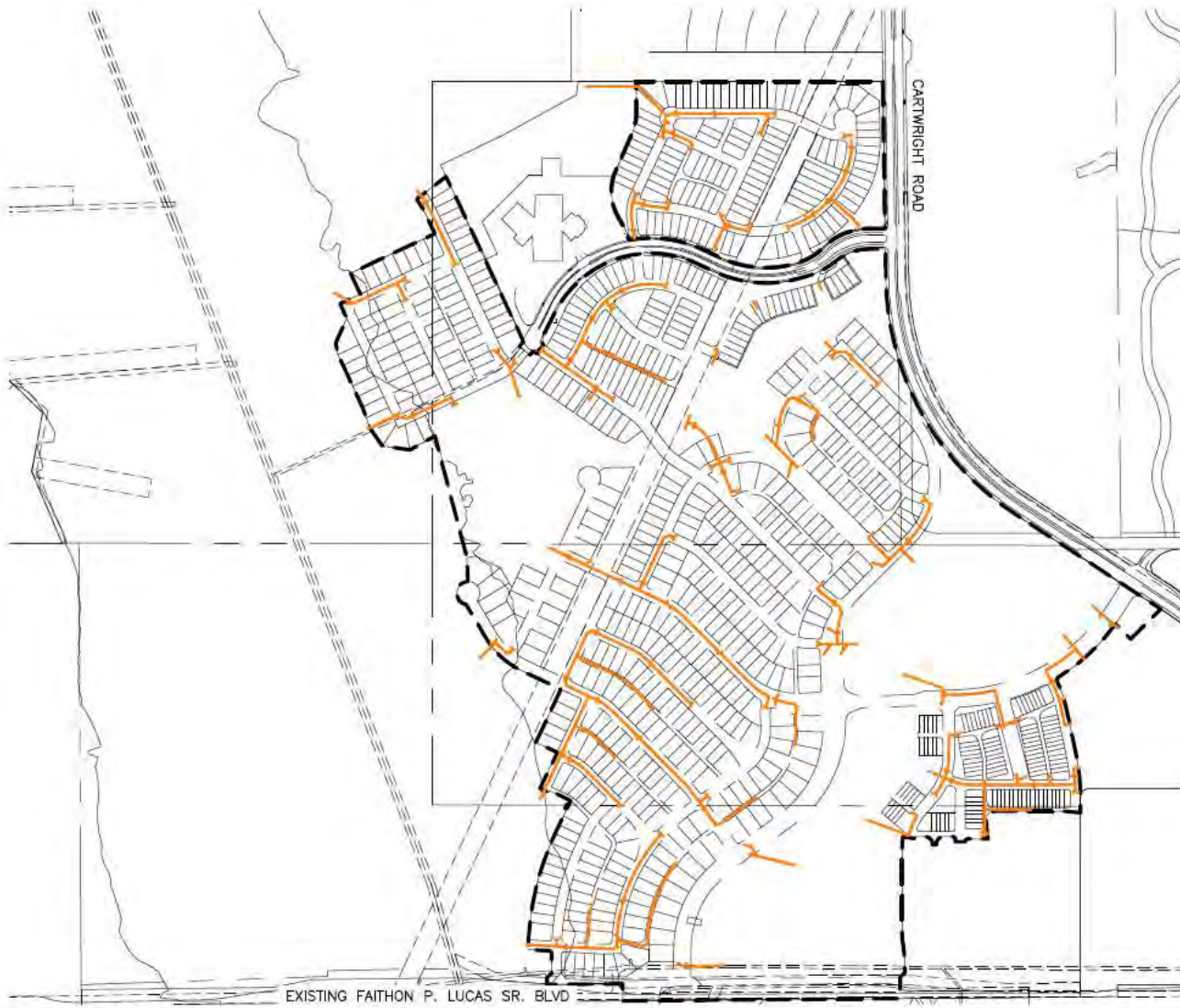
EXHIBIT M-2- MAPS OF IMPROVEMENT AREA A-1 IMPROVEMENTS





LEGEND
 SOLTERRA SANITARY SEWER SYSTEM

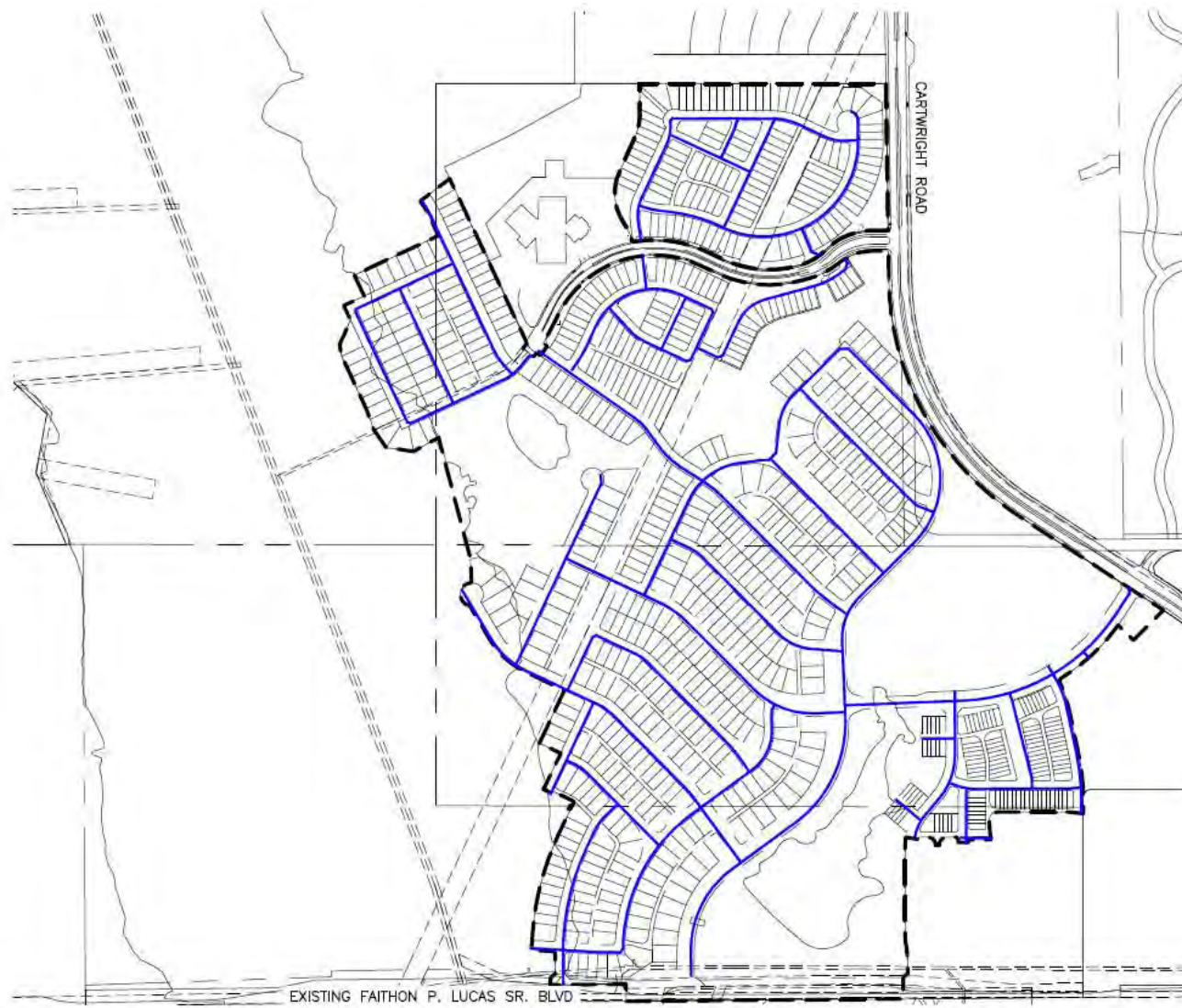
AREA A-1 IMPROVEMENTS
 SANITARY SEWER
 SOLTERRA
LJA Engineering, Inc.
2002 North Central Expressway, Suite 400, Dallas, Texas 75206 Phone 469.651.1111 FAX 469.651.1110



LEGEND

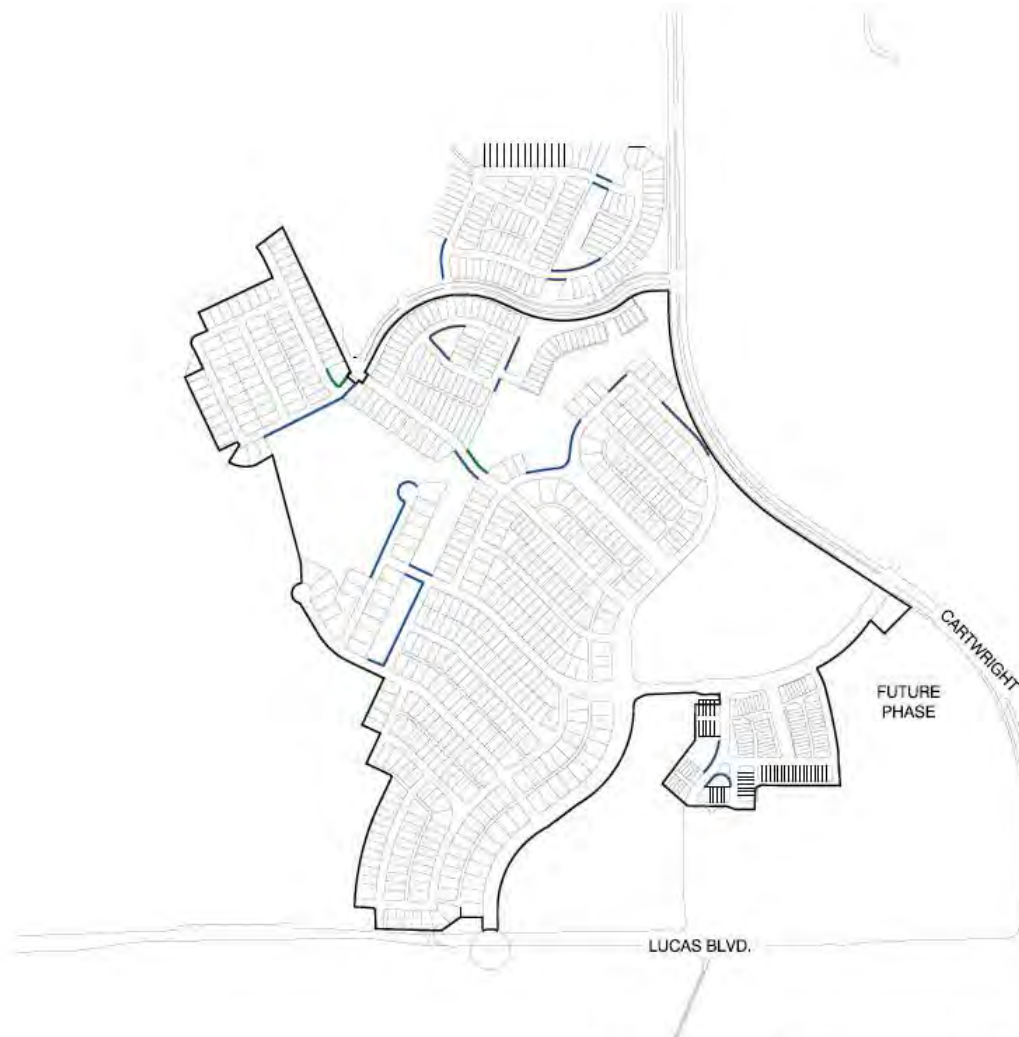
— SOLTERRA STORM SYSTEM

AREA A-1 IMPROVEMENTS
 STORM DRAINAGE
 SOLTERRA
LJA Engineering, Inc.
2005 Taylor Street, Suite 400
 Dallas, Texas 75209 Phone: 469.221.1171
 FID# 1-1-036



LEGEND
 — SOLTERRA WATER SYSTEM

AREA A-1 IMPROVEMENTS
 WATER
 SOLTERRA
LJA Engineering, Inc.
2022 Texas Licensed Engineering Phone 409.833.1313
 Suite 400
 Dallas, Texas 75208 FAX 409.833.1300



LEGEND

- 8' SIDEWALK (PHASE 1)
- 8' SIDEWALK (PHASE 1)



DEVELOPER:

HC, SOLTERRA, LLC
 8200 DOUGLAS AVENUE, SUITE 300
 DALLAS, TEXAS 75225
 PHONE: (214) 750-1800

ENGINEER:

LJA ENGINEERING, INC.
 6060 NORTH CENTRAL EXPRESSWAY
 SUITE 400
 DALLAS, TX 75206
 PHONE: (469) 621-0710
 TEXAS REGISTRATION F-1386

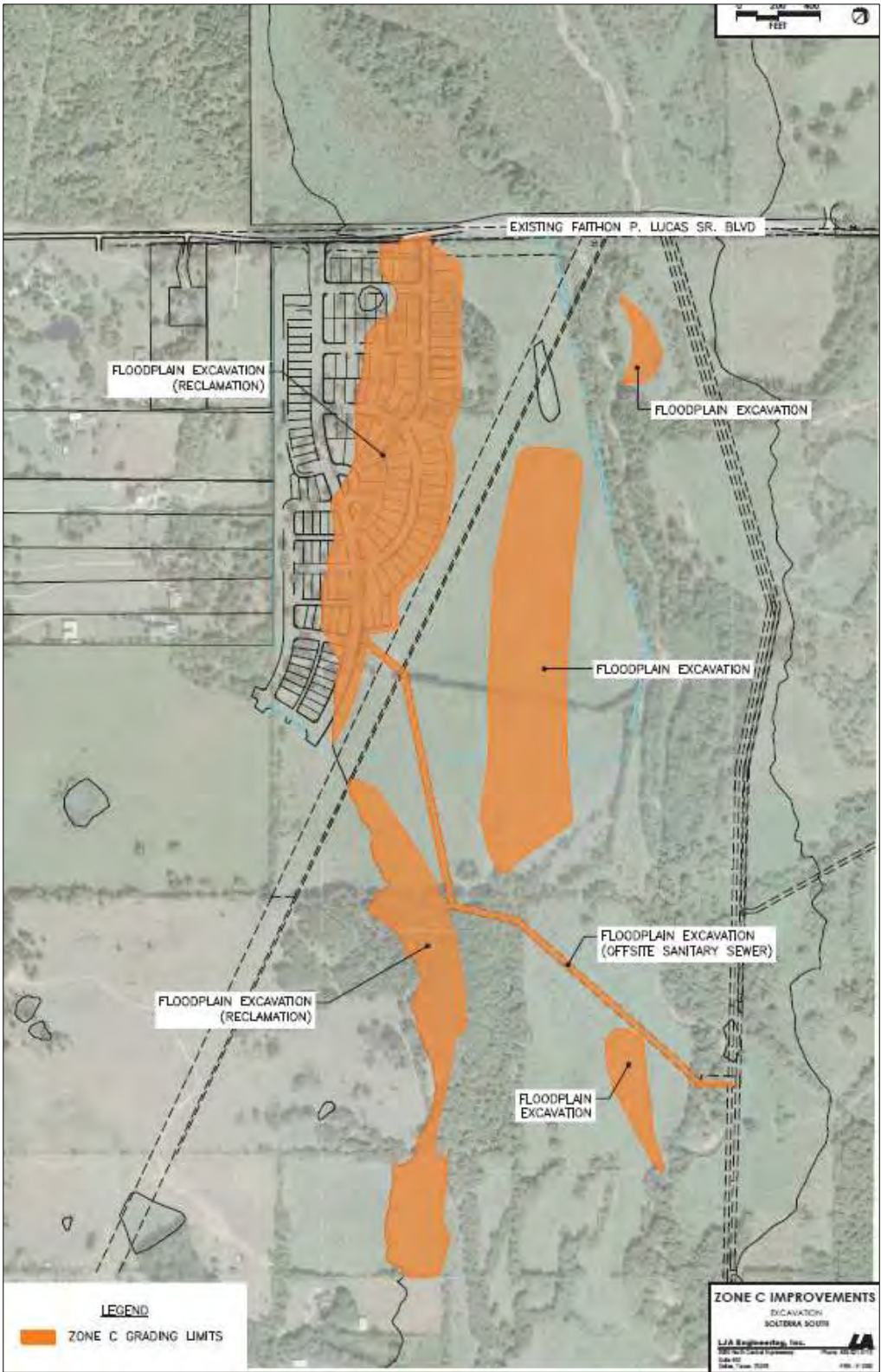
LANDSCAPE ARCHITECT:

LJA LANDSCAPE ARCHITECTURE
 2150 SOUTH CENTRAL EXPRESSWAY
 SUITE 500
 MCKINNEY, TX 75070
 PHONE: (214) 620-2800



785 LOTS 32 OPEN SPACES 250.21 ACRES OUT OF THE LANDERSON SURVEY, ABSTRACT NO. 1
LANDSCAPE, PARKS & OPEN SPACE -AREA A-1 IMPROVEMENTS FOR
SOLTERRA CITY OF MESQUITE, DALLAS COUNTY, TEXAS
SUBMITTAL DATE: 05-12-2021
CASE NO. SP0221-0195 ZC/PP-XX-XXX SCALE: MAPSCO: X1000000

EXHIBIT M-3 – MAPS OF IMPROVEMENT ZONE C IMPROVEMENTS



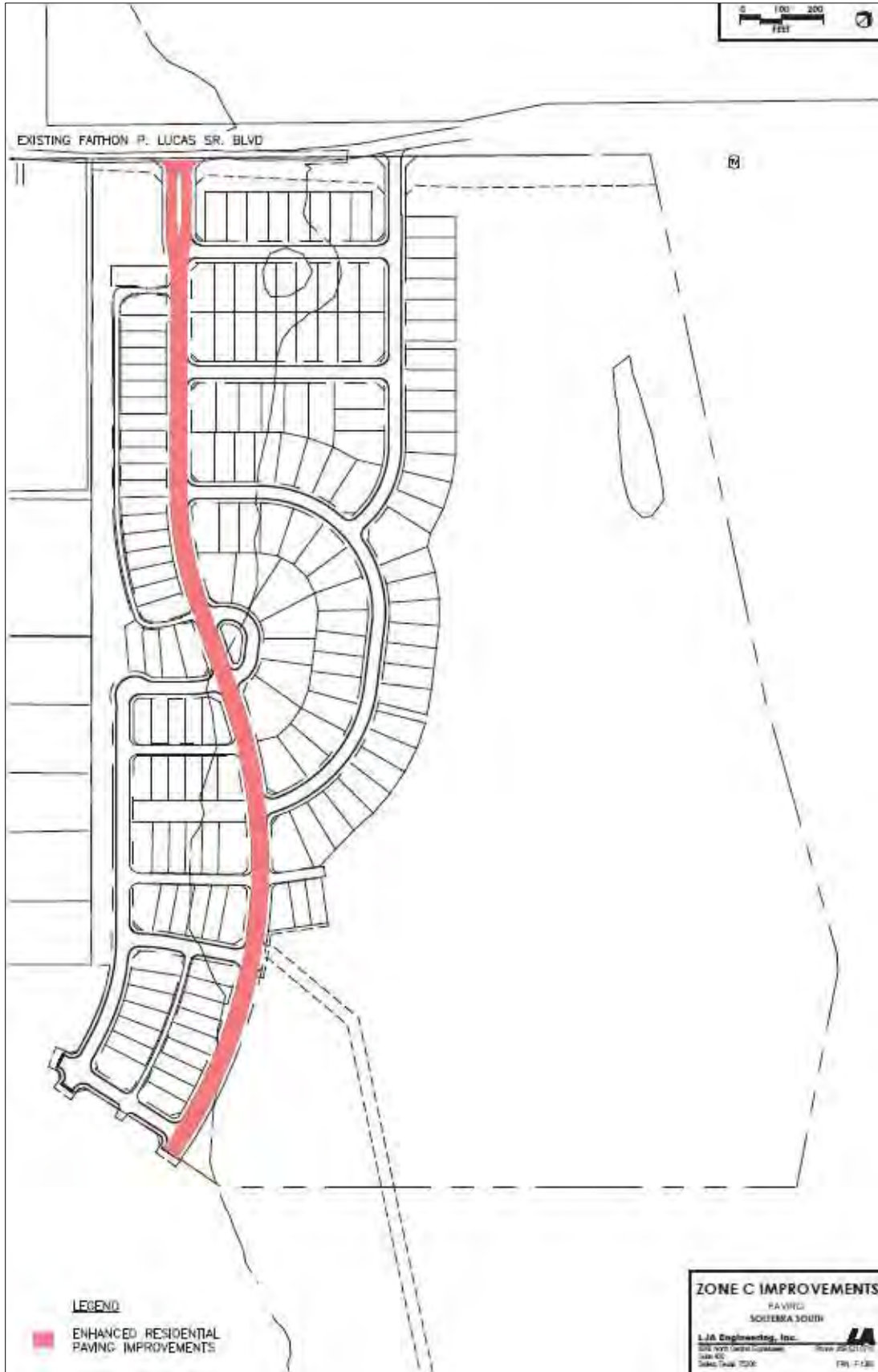








EXHIBIT M-4 – MAPS OF IMPROVEMENT AREA C-1 IMPROVEMENTS



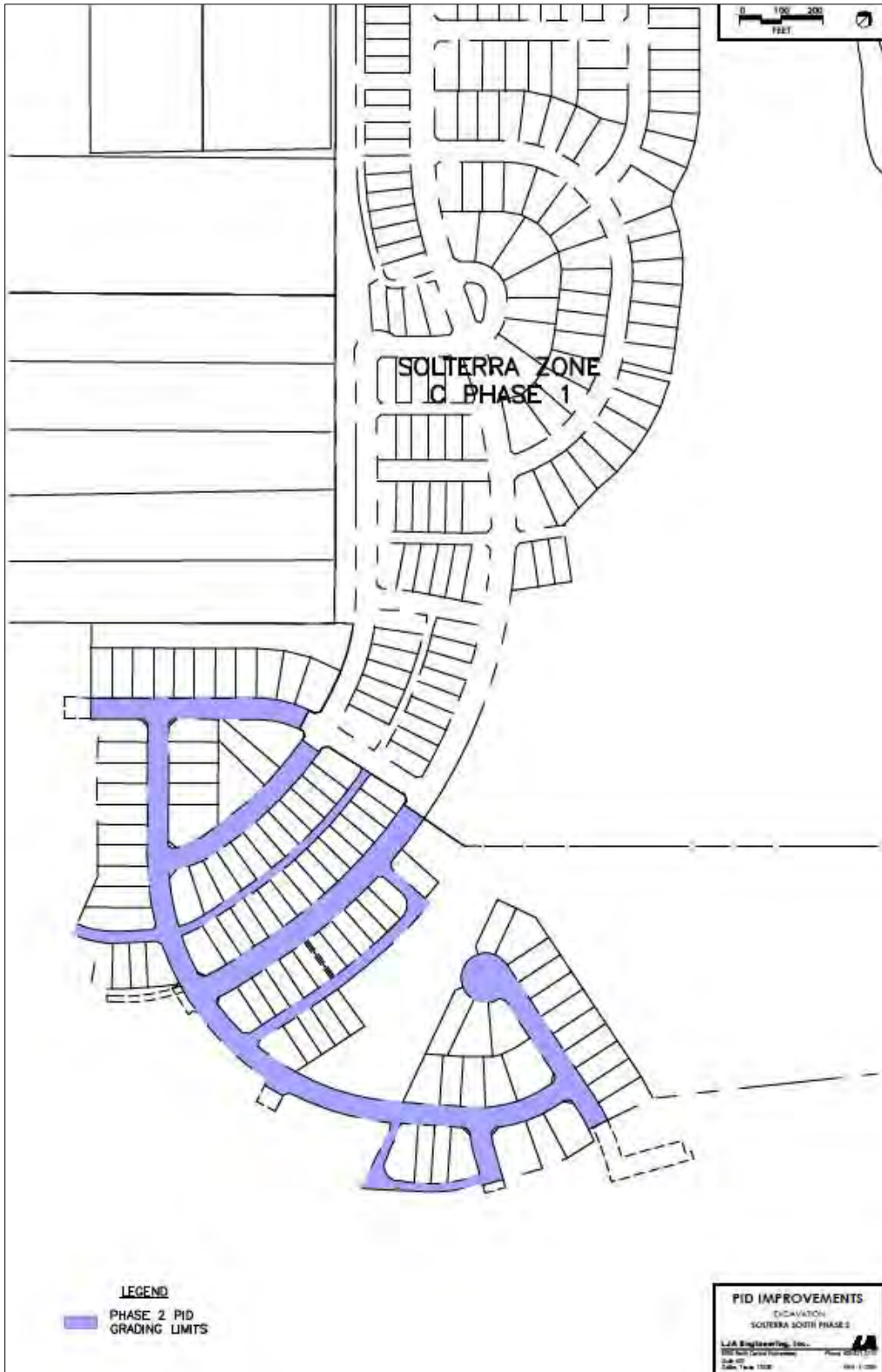








EXHIBIT M-5 – MAPS OF IMPROVEMENT AREA C-2 IMPROVEMENTS









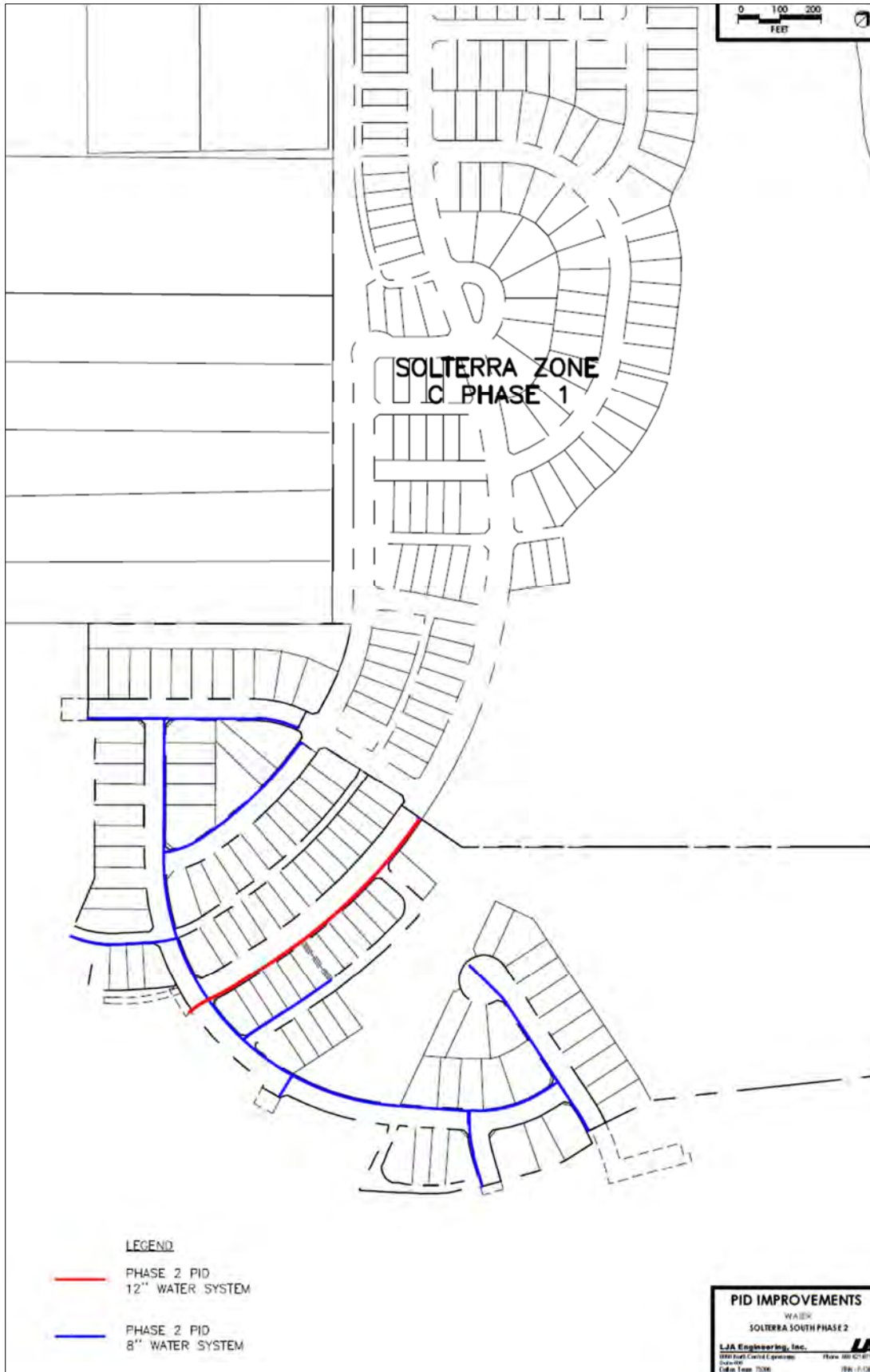
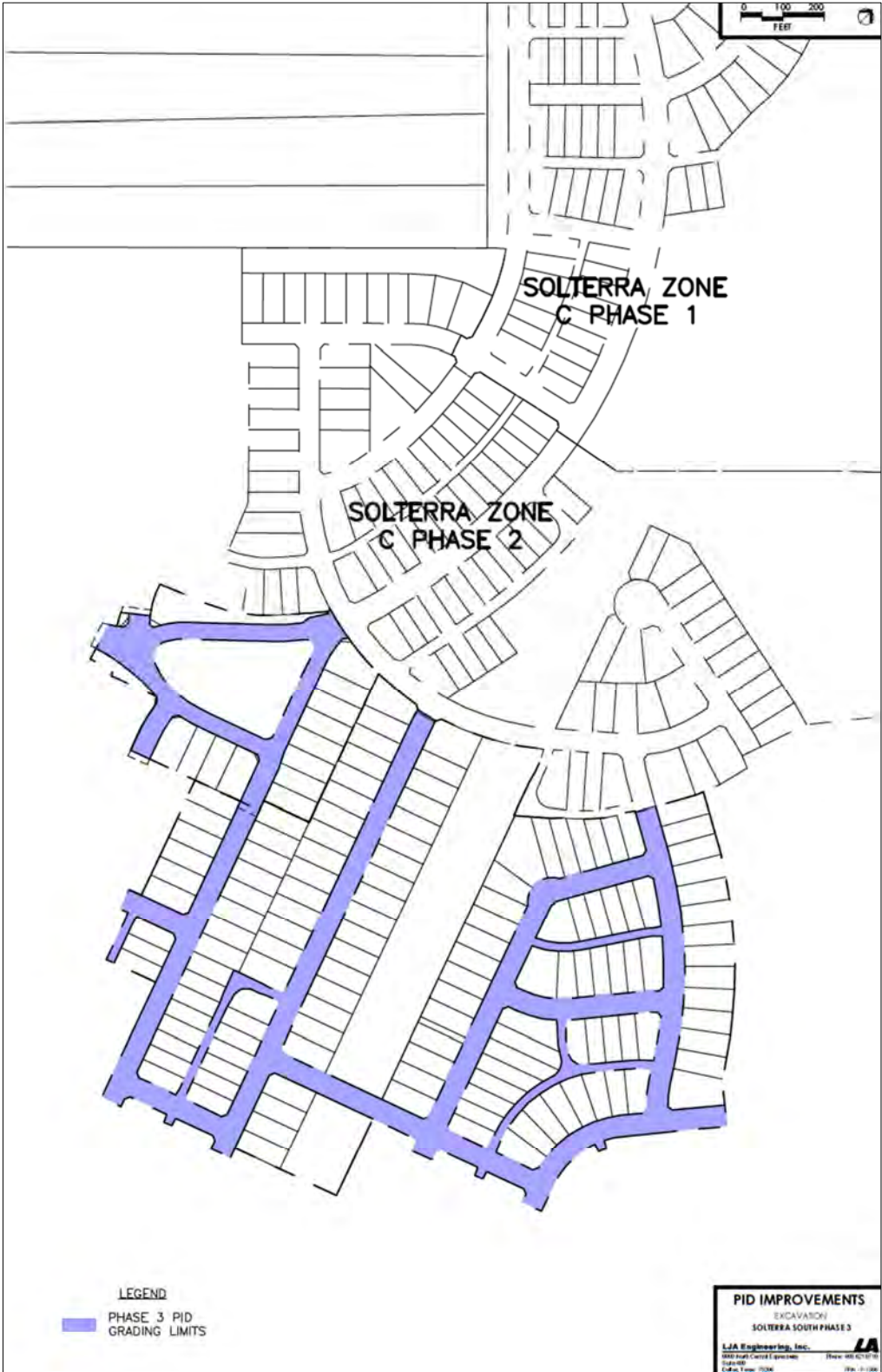
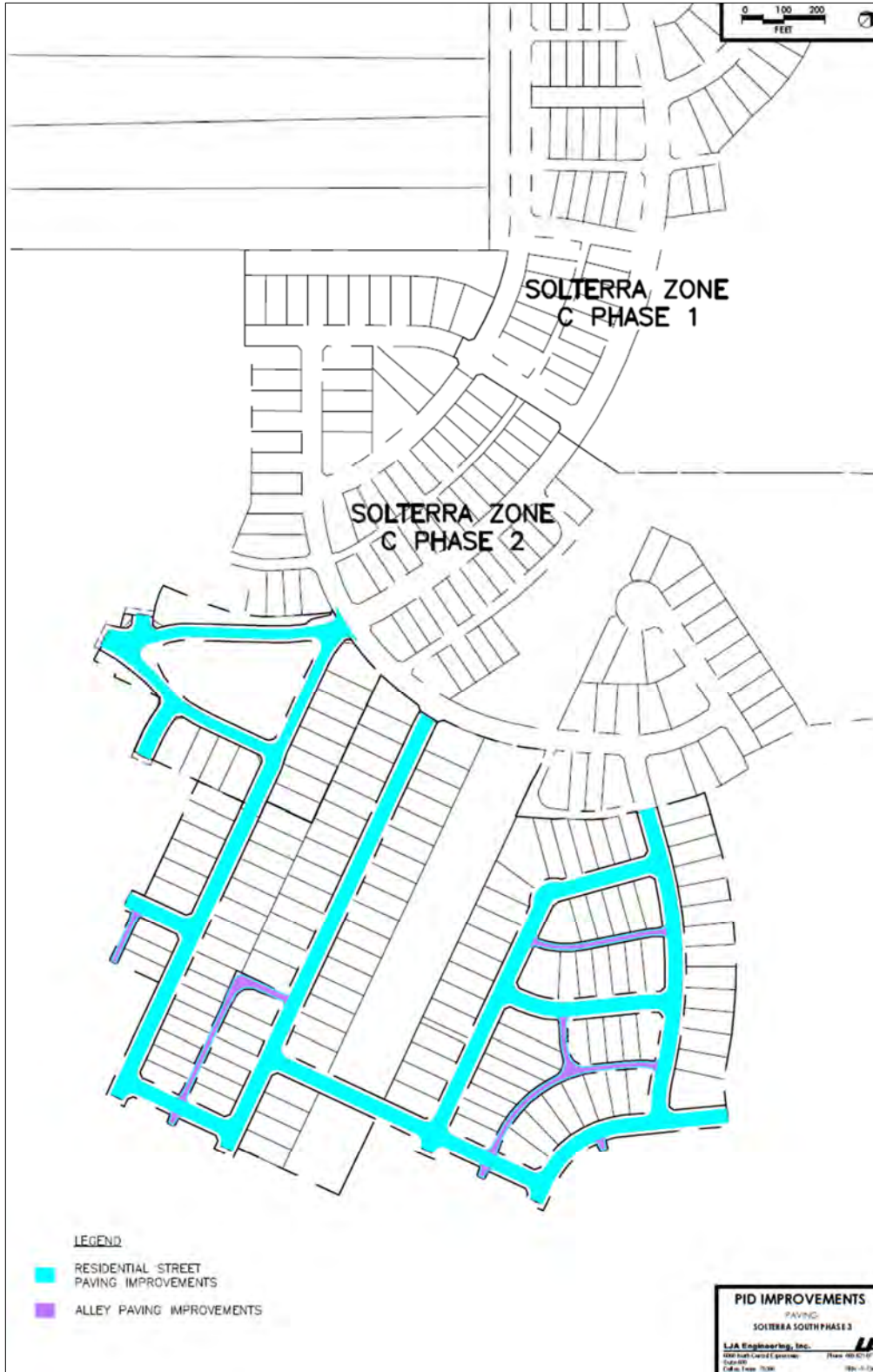
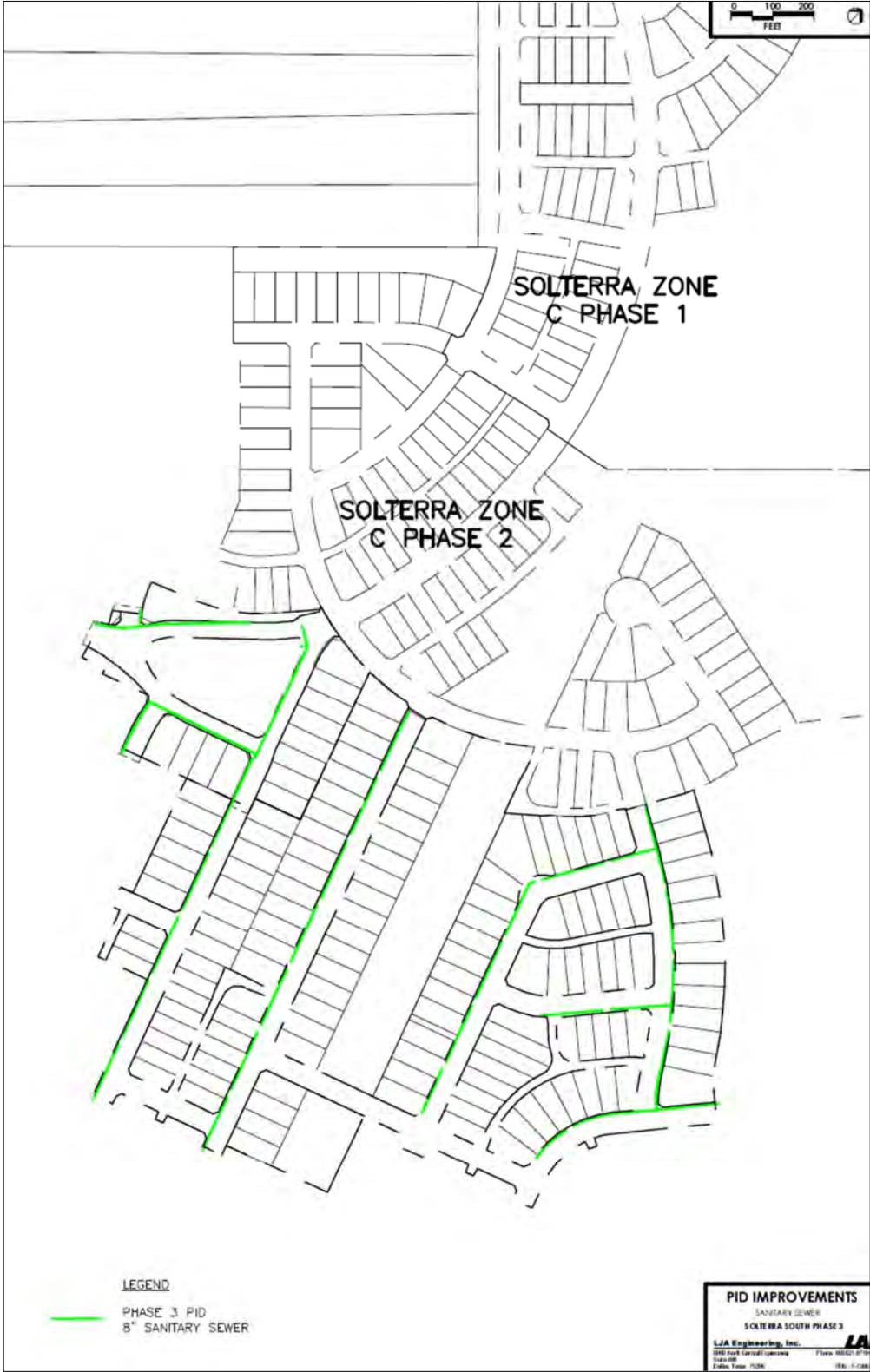


EXHIBIT M-6 – MAPS OF IMPROVEMENT AREA C-3 IMPROVEMENTS









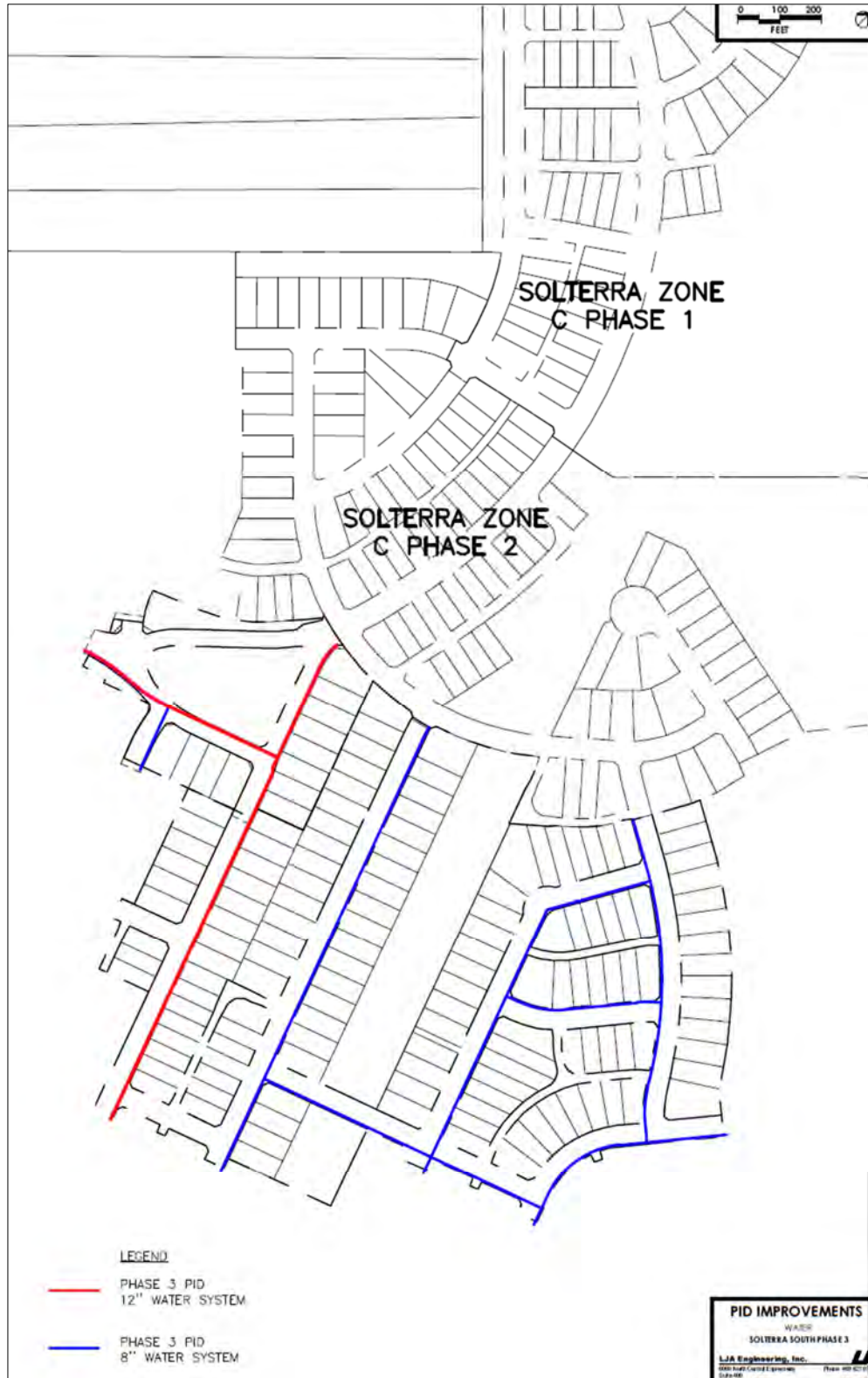
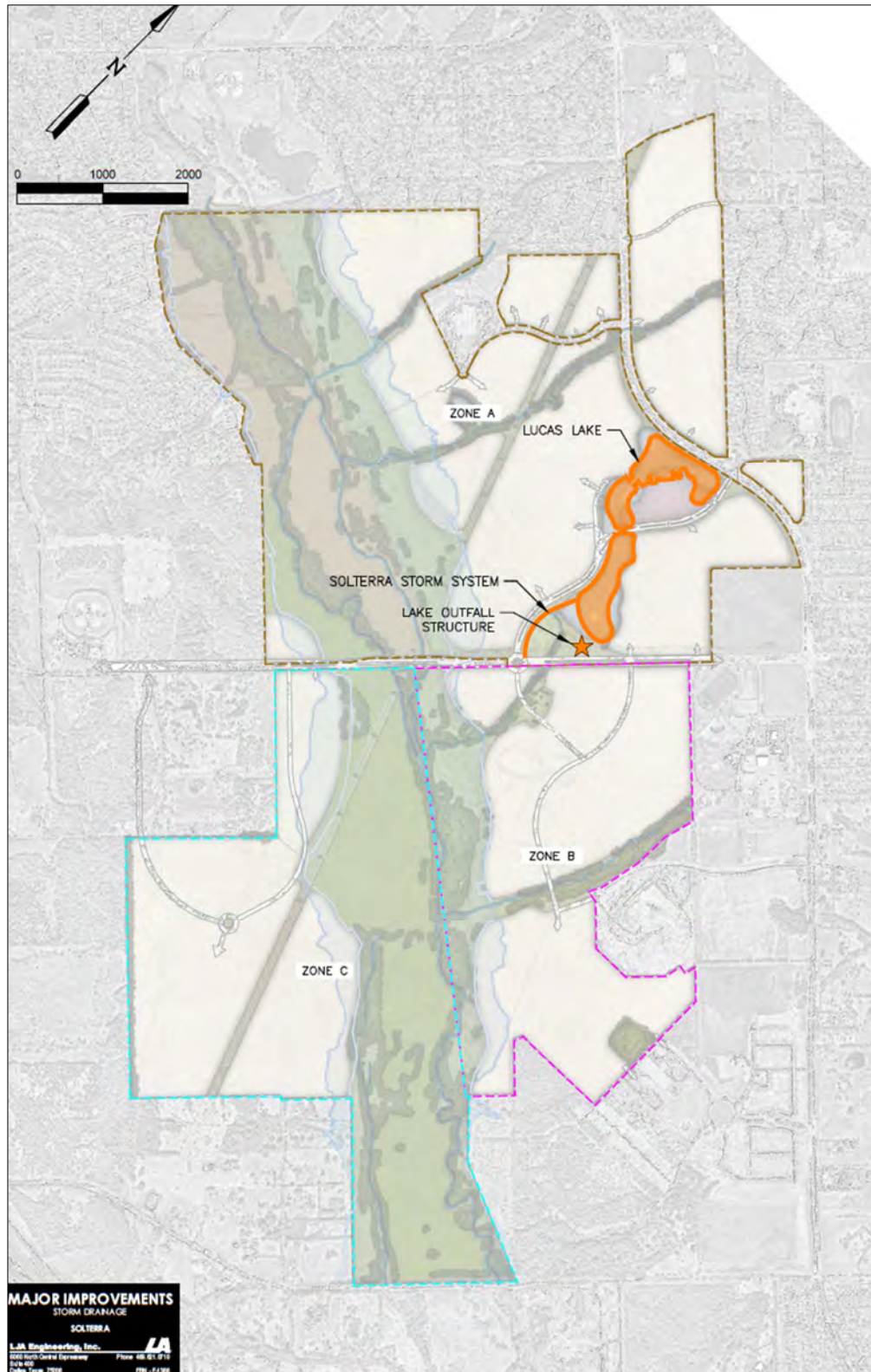
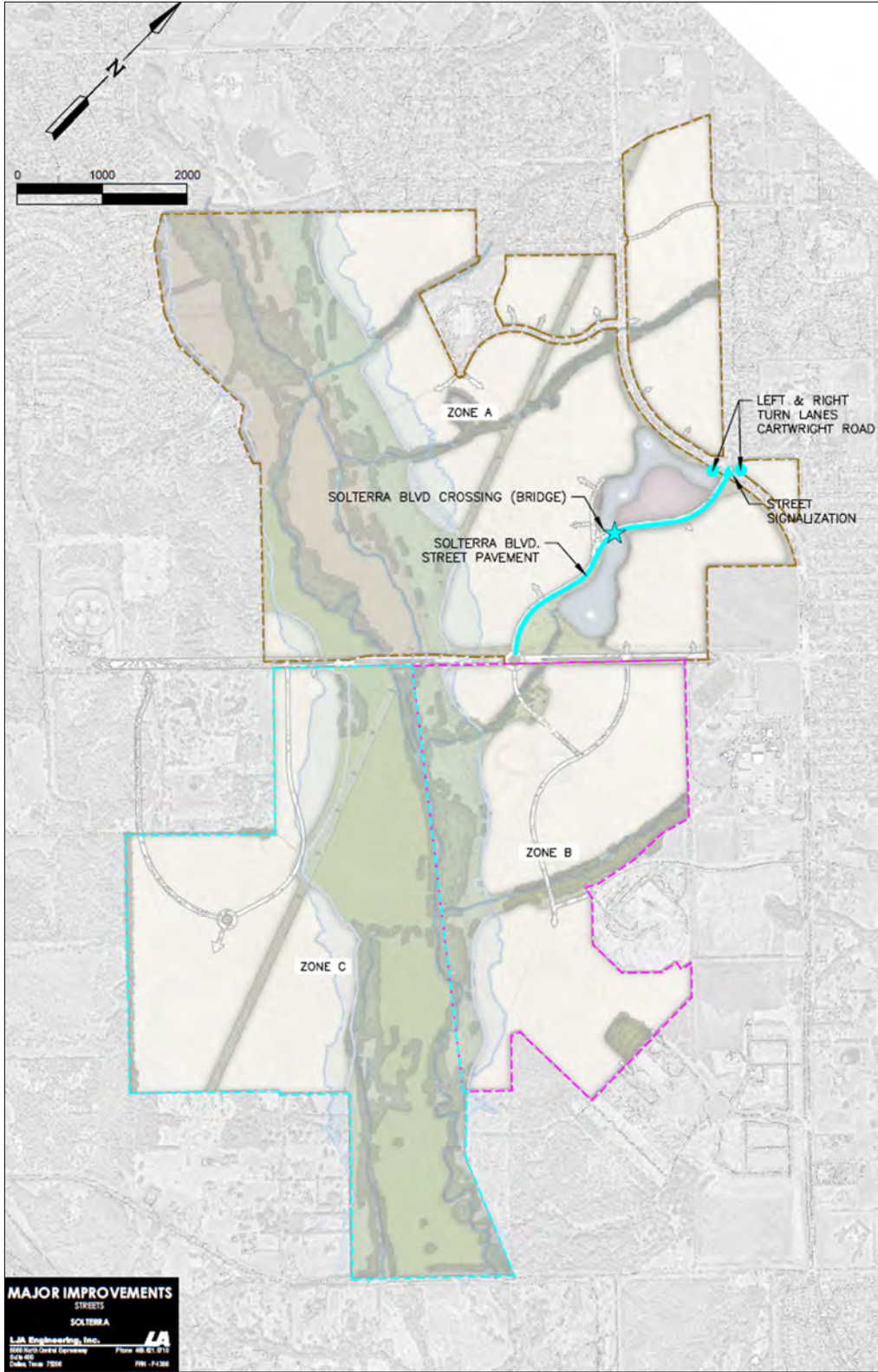


EXHIBIT M-7 – MAPS OF MAJOR IMPROVEMENTS





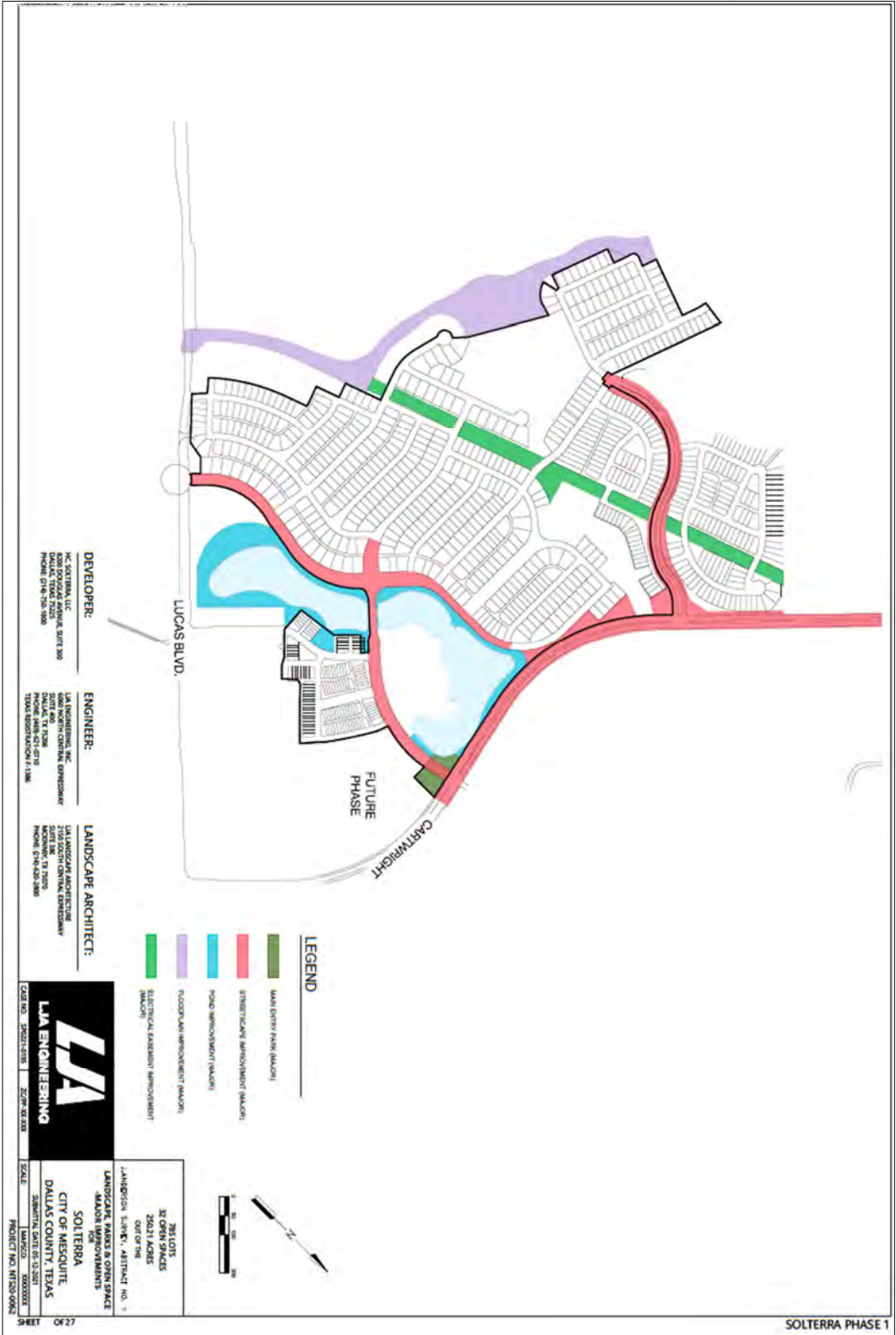


EXHIBIT N – FORM OF NOTICE OF ASSESSMENT TERMINATION



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

[Date]
Dallas County Clerk's Office
Honorable [County Clerk]
500 Elm St.
Dallas, TX 75202

Re: City of Mesquite Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

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

City of Mesquite
Attn: City Secretary
1515 N. Galloway Ave, Mesquite, TX 75149

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

Sincerely,
[Signature]

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

AFTER RECORDING RETURN TO:

[City Secretary Name]
1515 N Galloway Ave.
Mesquite, TX 75149

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 DALLAS §

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

RECITALS

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

WHEREAS, on April 5, 2021, the City Council of the City approved Resolution No. 15-2021 creating the Solterra Public Improvement District (the “District”); and

WHEREAS, the District consists of approximately 1,424.398 contiguous acres within the corporate limits of the City; and

WHEREAS, on _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the “Assessment Ordinance”) approving a Service and Assessment Plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Dallas County, TX; and

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

[legal description], an addition to the City of Mesquite, Dallas County, Texas, according to the map or plat thereof recorded as Instrument No. _____ in the Map Records of Dallas County, Texas (the “Property”); and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

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

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

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

By: _____
Cliff Keheley, City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

Notary Public, State of Texas

EXHIBIT O-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA A-1 BONDS

DEBT SERVICE REQUIREMENTS

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

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 294,000.00	\$1,999,531.05	\$2,293,531.05
2025	495,000.00	1,841,270.00	2,336,270.00
2026	520,000.00	1,817,757.50	2,337,757.50
2027	544,000.00	1,793,057.50	2,337,057.50
2028	569,000.00	1,767,217.50	2,336,217.50
2029	598,000.00	1,740,190.00	2,338,190.00
2030	627,000.00	1,711,785.00	2,338,785.00
2031	656,000.00	1,682,002.50	2,338,002.50
2032	692,000.00	1,645,922.50	2,337,922.50
2033	732,000.00	1,607,862.50	2,339,862.50
2034	772,000.00	1,567,602.50	2,339,602.50
2035	815,000.00	1,525,142.50	2,340,142.50
2036	862,000.00	1,480,317.50	2,342,317.50
2037	910,000.00	1,432,907.50	2,342,907.50
2038	961,000.00	1,382,857.50	2,343,857.50
2039	1,016,000.00	1,330,002.50	2,346,002.50
2040	1,074,000.00	1,274,122.50	2,348,122.50
2041	1,135,000.00	1,215,052.50	2,350,052.50
2042	1,200,000.00	1,152,627.50	2,352,627.50
2043	1,268,000.00	1,086,627.50	2,354,627.50
2044	1,341,000.00	1,016,887.50	2,357,887.50
2045	1,422,000.00	939,780.00	2,361,780.00
2046	1,507,000.00	858,015.00	2,365,015.00
2047	1,597,000.00	771,362.50	2,368,362.50
2048	1,692,000.00	679,535.00	2,371,535.00
2049	1,794,000.00	582,245.00	2,376,245.00
2050	1,903,000.00	479,090.00	2,382,090.00
2051	2,019,000.00	369,667.50	2,388,667.50
2052	2,140,000.00	253,575.00	2,393,575.00
2053	<u>2,270,000.00</u>	<u>130,525.00</u>	<u>2,400,525.00</u>
Total	<u>\$33,425,000.00</u>	<u>\$37,134,538.55</u>	<u>\$70,559,538.55</u>

EXHIBIT O-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA C-1 BONDS

DEBT SERVICE REQUIREMENTS

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

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 77,000.00	\$408,739.14	\$485,739.14
2025	110,000.00	375,681.26	485,681.26
2026	114,000.00	370,593.76	484,593.76
2027	119,000.00	365,321.26	484,321.26
2028	125,000.00	359,817.50	484,817.50
2029	130,000.00	354,036.26	484,036.26
2030	136,000.00	348,023.76	484,023.76
2031	142,000.00	341,733.76	483,733.76
2032	149,000.00	334,101.26	483,101.26
2033	157,000.00	326,092.50	483,092.50
2034	165,000.00	317,653.76	482,653.76
2035	174,000.00	308,785.00	482,785.00
2036	183,000.00	299,432.50	482,432.50
2037	193,000.00	289,596.26	482,596.26
2038	203,000.00	279,222.50	482,222.50
2039	214,000.00	268,311.26	482,311.26
2040	226,000.00	256,808.76	482,808.76
2041	238,000.00	244,661.26	482,661.26
2042	251,000.00	231,868.76	482,868.76
2043	264,000.00	218,377.50	482,377.50
2044	279,000.00	204,187.50	483,187.50
2045	295,000.00	188,493.76	483,493.76
2046	312,000.00	171,900.00	483,900.00
2047	329,000.00	154,350.00	483,350.00
2048	348,000.00	135,843.76	483,843.76
2049	368,000.00	116,268.76	484,268.76
2050	390,000.00	95,568.76	485,568.76
2051	412,000.00	73,631.26	485,631.26
2052	436,000.00	50,456.26	486,456.26
2053	461,000.00	25,931.26	486,931.26
Total	<u>\$7,000,000.00</u>	<u>\$7,515,489.34</u>	<u>\$14,515,489.34</u>

EXHIBIT O-3 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA C-2 BONDS

DEBT SERVICE REQUIREMENTS

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

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	--	\$209,478.24	\$209,478.24
2025	\$ 59,000.00	194,361.26	253,361.26
2026	62,000.00	191,632.50	253,632.50
2027	64,000.00	188,765.00	252,765.00
2028	66,000.00	185,805.00	251,805.00
2029	69,000.00	182,752.50	251,752.50
2030	72,000.00	179,561.26	251,561.26
2031	74,000.00	176,231.26	250,231.26
2032	78,000.00	172,068.76	250,068.76
2033	82,000.00	167,681.26	249,681.26
2034	86,000.00	163,068.76	249,068.76
2035	90,000.00	158,231.26	248,231.26
2036	95,000.00	153,168.76	248,168.76
2037	100,000.00	147,825.00	247,825.00
2038	105,000.00	142,200.00	247,200.00
2039	110,000.00	136,293.76	246,293.76
2040	116,000.00	130,106.26	246,106.26
2041	122,000.00	123,581.26	245,581.26
2042	128,000.00	116,718.76	244,718.76
2043	135,000.00	109,518.76	244,518.76
2044	142,000.00	101,925.00	243,925.00
2045	149,000.00	93,937.50	242,937.50
2046	157,000.00	85,556.26	242,556.26
2047	166,000.00	76,725.00	242,725.00
2048	174,000.00	67,387.50	241,387.50
2049	184,000.00	57,600.00	241,600.00
2050	194,000.00	47,250.00	241,250.00
2051	204,000.00	36,337.50	240,337.50
2052	215,000.00	24,862.50	239,862.50
2053	<u>227,000.00</u>	<u>12,768.76</u>	<u>239,768.76</u>
Total	<u>\$3,525,000.00</u>	<u>\$3,833,399.64</u>	<u>\$7,358,399.64</u>

EXHIBIT O-4 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA C-3 BONDS

[To be provided at bond pricing]

EXHIBIT P-1 – DISTRICT LEGAL DESCRIPTION

LEGAL DESCRIPTION 1424.398 ACRES

BEING A 1424.398 ACRE TRACT OF LAND SITUATED IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1, AND BEING ALL OF A CALLED 34.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", ALL OF A CALLED 3.8 ACRE TRACT OF LAND CONVEYED AS "TRACT 2", ALL OF A CALLED 44.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", ALL OF A CALLED 95.3 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", PART OF THE REMAINDER OF A CALLED 400 ACRE TRACT OF LAND CONVEYED AS "TRACT 5", PART OF THE REMAINDER OF A CALLED 204.13 ACRE TRACT OF LAND CONVEYED AS "TRACT 6", PART OF THE REMAINDER OF A CALLED 140.65 ACRE TRACT OF LAND CONVEYED AS "TRACT 7", PART OF A CALLED 32 ACRE TRACT OF LAND CONVEYED AS "TRACT 8", PART OF A CALLED 54.15 ACRE TRACT OF LAND CONVEYED AS "TRACT 9", PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS "TRACT 10", PART OF THE REMAINDER OF A CALLED 132.42 ACRE TRACT OF LAND CONVEYED AS "TRACT 11", PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS "TRACT 12", PART OF CALLED 77.4 ACRE TRACT OF LAND CONVEYED AS "TRACT 13", TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 119.95 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, AS RECORDED IN VOLUME 92253, PAGE 1749, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.694 ACRE TRACT OF LAND CONVEYED TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 2005041, PAGE 178, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.06 ACRE TRACT OF LAND CONVEYED TO THE GEORGE F. LUCAS IRREVOCABLE DESCENDANT'S TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 200213402221, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 40 ACRE TRACT CONVEYED AS "TRACT NO. 1", PART OF A CALLED 75 ACRE TRACT OF LAND CONVEYED AS "TRACT NO. 2", ALL OF A TRACT OF LAND CONVEYED AS "TRACT NO. 3" AND ALL OF A CALLED 4/10ths OF AN ACRE TRACT CONVEYED AS "TRACT NO. 4", TO THE FAITHON PANTELI LUCAS JR. FAMILY TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050391371, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 50 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, AS RECORDED IN VOLUME 93013, PAGE 67, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A CALLED 93.910 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE OF THE GEORGE F. LUCAS IRREVOCABLE DESCENDANTS' TRUST, AS RECORDED IN VOLUME 93013, PAGE 70, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 1424.398 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF SAID "TRACT 4", SAID POINT BEING IN THE APPROXIMATE CENTERLINE OF FAITHON P. LUCAS SR. BOULEVARD (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY), FROM WHICH THE WEST CORNER OF LOT 1A, BLOCK A OF DR. JOHN D. HORN HIGH SCHOOL, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200503600834, MAP RECORDS, DALLAS COUNTY, TEXAS BEARS SOUTH 45 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 57.56 FEET;

THENCE, ALONG THE NORTHEAST LINE OF SAID "TRACT 4" AND THE SOUTHWEST LINE OF SAID LOT 1A, BLOCK A, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 1772.56 FEET TO A POINT FOR CORNER;

SOUTH 46 DEGREES 39 MINUTES 23 SECONDS EAST, A DISTANCE OF 82.92 FEET TO AN EAST CORNER OF SAID "TRACT 4", THE SOUTH CORNER OF SAID LOT 1A, BLOCK A, THE NORTH CORNER OF A CALLED 35.848 ACRE TRACT OF LAND CONVEYED TO MESQUITE INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800303367, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE WEST CORNER OF A CALLED 22.344 ACRE TRACT OF LAND CONVEYED TO MESQUITE INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080016792, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 15 DEGREES 50 MINUTES 01 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 4" AND THE NORTHWEST LINE OF SAID 35.848 ACRE TRACT, A DISTANCE OF 374.36 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID "TRACT 13" AND ALONG THE WEST LINE OF SAID 35.848 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 52 MINUTES 36 SECONDS WEST, A DISTANCE OF 439.47 FEET TO A POINT FOR CORNER;

SOUTH 11 DEGREES 29 MINUTES 48 SECONDS WEST, A DISTANCE OF 510.05 FEET TO A POINT FOR CORNER;

SOUTH 28 DEGREES 33 MINUTES 30 SECONDS WEST, A DISTANCE OF 159.13 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 45 MINUTES 14 SECONDS EAST, A DISTANCE OF 145.44 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 552.67 FEET TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID "TRACT 13" AND THE NORTH LINE OF AFORESAID "TRACT NO. 1";

THENCE, NORTH 89 DEGREES 36 MINUTES 40 SECONDS EAST, ALONG SAID SOUTH LINE OF "TRACT 13", SAID NORTH LINE OF "TRACT NO. 1" AND THE SOUTH LINE OF SAID 35.848 ACRE TRACT, A DISTANCE OF 479.07 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID "TRACT 13" AND ALONG THE SOUTHEAST LINE OF SAID 35.848 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 31 MINUTES 33 SECONDS EAST, A DISTANCE OF 465.08 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 209.22 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 08 MINUTES 24 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 144.00 FEET TO A POINT FOR THE EAST CORNER OF SAID 35.848 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF SAID "TRACT 13" AND THE SOUTHWEST LINE OF A CALLED 134.201 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080025063, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 49 MINUTES 06 SECONDS EAST, ALONG SAID NORTHEAST LINE OF "TRACT 13" AND SAID SOUTHWEST LINE OF 134.201 ACRE TRACT, A DISTANCE OF 404.14 FEET TO A SOUTHEAST CORNER OF SAID "TRACT 13", SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF HOLLOWMAN ROAD (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY – CLOSED);

THENCE, SOUTH 00 DEGREES 16 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID "TRACT 13", ALONG THE EAST LINE OF SAID "TRACT NO. 1" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOWMAN ROAD, A DISTANCE OF 1683.70 FEET TO THE SOUTH CORNER OF SAID "TRACT NO. 1";

THENCE, SOUTH 89 DEGREES 01 MINUTES 52 SECONDS WEST, ALONG THE SOUTH LINE OF SAID "TRACT NO. 1" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOWMAN ROAD, A DISTANCE OF 1156.84 FEET TO THE NORTHEAST CORNER OF AFORESAID "TRACT NO. 4";

THENCE, SOUTH 22 DEGREES 10 MINUTES 12 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 4" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOWMAN ROAD, A DISTANCE OF 114.85 FEET TO THE SOUTH CORNER OF SAID "TRACT NO. 4", SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID "TRACT NO. 2" AND THE SOUTHWEST LINE OF A CALLED 93.102 ACRE TRACT OF LAND CONVEYED AS "TRACT II" TO W.A. RIDGE RANCH, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20070458237, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 12 MINUTES 59 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT NO. 2", THE SOUTHWEST LINE OF SAID 93.102 ACRE TRACT, WITH THE NORTHEAST LINE OF SAID HOLLOWMAN ROAD, A DISTANCE OF 636.15 FEET TO THE EAST CORNER OF SAID "TRACT NO. 2" AND THE NORTH CORNER OF A CALLED 18.674 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 200900124560, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 531.59 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 2" AND THE NORTHWEST LINE OF SAID 18.674 ACRE TRACT, A DISTANCE OF 531.59 FEET TO A WEST CORNER OF SAID 18.674 ACRE TRACT AND THE NORTH CORNER OF AFORESAID 93.910 ACRE TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 93.910 ACRE TRACT AND THE SOUTHWEST LINE OF SAID 18.674 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 43 DEGREES 25 MINUTES 58 SECONDS EAST, A DISTANCE OF 774.12 FEET TO A POINT FOR CORNER;

SOUTH 66 DEGREES 55 MINUTES 58 SECONDS EAST, A DISTANCE OF 1509.42 FEET TO AN EAST CORNER OF SAID 93.910 ACRE TRACT, THE EAST CORNER OF SAID 18.674 ACRE TRACT AND THE SOUTH CORNER OF AFORESAID 93.102 ACRE TRACT, SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF LAWSON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 14 MINUTES 05 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 93.910 ACRE TRACT, A DISTANCE OF 1905.91 FEET TO THE SOUTH CORNER OF SAID 93.910 ACRE TRACT;

THENCE, NORTH 45 DEGREES 07 MINUTES 20 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 93.910 ACRE TRACT, A DISTANCE OF 2185.14 FEET TO THE WEST CORNER OF SAID 93.910 ACRE TRACT, SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID "TRACT NO. 2";

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEAST LINE OF "TRACT NO. 2", A DISTANCE OF 820.11 FEET TO A SOUTHWEST CORNER OF SAID "TRACT NO. 2", SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 23.889 ACRE TRACT OF LAND CONVEYED TO MARC S. ENGLISH, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050848444, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID "TRACT NO. 2" AND THE NORTHEAST LINE OF SAID 23.889 ACRE TRACT, A DISTANCE OF 39.71 FEET TO THE EAST CORNER OF A CALLED 34.151 ACRE TRACT OF LAND CONVEYED TO ROBERT EUGENE CARATHERS & MARGARET LAVERNE CARATHERS, AS RECORDED IN VOLUME 82119, PAGE 2365, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 56 MINUTES 37 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 34.151 ACRE TRACT AND THE NORTHWEST LINE OF SAID 23.889 ACRE TRACT, A DISTANCE OF 1768.63 FEET TO THE SOUTH CORNER OF SAID 34.151 ACRE TRACT AND THE WEST CORNER OF SAID 23.889 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 102.8043 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 93248, PAGE 2192, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 34.151 ACRE TRACT, THE NORTHEAST LINE OF SAID 102.8043 ACRE TRACT AND AFORESAID NORTHEAST LINE OF 56.542 ACRE TRACT, A DISTANCE OF 1785.44 FEET TO THE WEST CORNER OF SAID 34.179 ACRE TRACT AND THE SOUTH CORNER OF AFORESAID 50 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 56.542 ACRE TRACT OF LAND CONVEYED TO IH 20 IP LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800208658, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

THENCE, NORTH 45 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 50 ACRE TRACT, SAID NORTHEAST LINE OF 56.542 ACRE TRACT AND THE NORTHEAST LINE OF A CALLED 48.397 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800334776, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1242.86 FEET TO THE WEST CORNER OF SAID 50 ACRE TRACT AND THE NORTH CORNER OF SAID 48.397 ACRE TRACT, SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF MCKENZIE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 50 ACRE TRACT AND THE SOUTHEAST LINE OF LOT 2, BLOCK 1 OF RALEIGH ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94065, PAGE 7930, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1757.80 FEET TO THE NORTH CORNER OF SAID 50 ACRE TRACT, SAID POINT BEING ON THE SOUTHWEST LINE OF AFORESAID "TRACT 9";

THENCE, NORTH 45 DEGREES 06 MINUTES 33 SECONDS WEST, ALONG SOUTHWEST LINES OF SAID "TRACT 9", AFORESAID "TRACT 10" AND AFORESAID "TRACT 8", PASSING AT A DISTANCE OF 1947.95 FEET THE WEST CORNER OF SAID "TRACT 8", SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID FAITHON P. LUCAS SR. BOULEVARD, CONTINUING OVER AND ACROSS SAID FAITHON P. LUCAS SR. BOULEVARD AND AFORESAID "TRACT 6", IN ALL A TOTAL DISTANCE OF 2029.43 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 44 DEGREES 13 MINUTES 37 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 6" AND ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 108.49 FEET TO THE SOUTH CORNER OF SAID "TRACT 6", SAID POINT BEING ON THE NORTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94131, PAGE 491, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 29 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF "TRACT 6" AND SAID NORTHEAST LINE OF CITY OF MESQUITE TRACT, A DISTANCE OF 2326.02 FEET TO A POINT FOR CORNER ON THE SOUTHEAST LINE OF AFORESAID "TRACT 5";

THENCE, SOUTH 44 DEGREES 57 MINUTES 59 SECONDS WEST, ALONG SAID SOUTHEAST LINE OF "TRACT 5", A DISTANCE OF 87.32 FEET TO THE EAST CORNER OF THE HILLS AT TEALWOOD, PHASE I, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 2003168, PAGE 94, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID "TRACT 5" AND ALONG THE NORTHEAST LINE OF SAID HILLS AT TEALWOOD, PHASE I, THE FOLLOWING COURSES AND DISTANCES:

NORTH 67 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 404.99 FEET TO A POINT FOR CORNER;

NORTH 34 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 310.64 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, A DISTANCE OF 1055.19 FEET TO A POINT FOR CORNER;

NORTH 67 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 400.00 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 54 MINUTES 18 SECONDS WEST, A DISTANCE OF 807.77 FEET TO A POINT FOR CORNER;

NORTH 30 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 381.66 FEET TO A NORTHWEST CORNER OF SAID HILLS AT TEALWOOD, PHASE I, SAID POINT BEING ON THE SOUTHEAST LINE OF A CALLED 88.069 ACRE

TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 90185, PAGE 2032, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 48 MINUTES 33 SECONDS EAST, OVER AND ACROSS SAID "TRACT 5", ALONG SAID SOUTHEAST LINE OF CITY OF MESQUITE TRACT AND ALONG THE SOUTHEAST LINE OF VALLEYCREEK ADDITION, PHASE TWO, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 86051, PAGE 3779, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 3684.59 FEET TO THE EAST CORNER OF SAID VALLEYCREEK ADDITION, PHASE TWO, SAID POINT ALSO BEING ON THE NORTHEAST LINE OF SAID "TRACT 5" AND THE SOUTHWEST LINE OF CEDARBROOK ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 98228, PAGE 4, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 31 MINUTES 27 SECONDS EAST, ALONG SAID NORTHEAST LINE OF "TRACT 5" AND SAID SOUTHWEST LINE OF CEDARBROOK ESTATES, A DISTANCE OF 545.40 FEET TO AN EAST CORNER OF SAID "TRACT 5" AND THE SOUTH CORNER OF SAID CEDARBROOK ESTATES, SAID POINT BEING ON THE NORTHWEST LINE OF AFORESAID "TRACT 11";

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG SAID NORTHWEST LINE OF "TRACT 11" AND THE SOUTHEAST LINE OF SAID CEDARBROOK ESTATES, A DISTANCE OF 34.66 FEET TO A NORTHWEST CORNER OF BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 20033167, PAGE 146, MAP RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 11" AND THE SOUTHEAST LINE OF SAID CEDARBROOK ESTATES;

THENCE, OVER AND ACROSS SAID "TRACT 11" AND ALONG THE WEST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 08 MINUTES 15 SECONDS EAST, A DISTANCE OF 69.48 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 08 MINUTES 19 SECONDS WEST, A DISTANCE OF 425.17 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 03 MINUTES 52 SECONDS WEST, A DISTANCE OF 371.64 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 1004.43 FEET TO A POINT FOR CORNER ON THE NORTHWEST RIGHT-OF-WAY LINE OF TWIN OAKS DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 56 MINUTES 52 SECONDS, A RADIUS OF 560.00 FEET AND A LONG CHORD THAT BEARS NORTH 13 DEGREES 36 MINUTES 21 SECONDS WEST, A DISTANCE OF 87.37 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 11" AND SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 87.45 FEET TO A POINT FOR CORNER;

NORTH 18 DEGREES 04 MINUTES 47 SECONDS WEST, A DISTANCE OF 119.36 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 28 SECONDS, A RADIUS OF 640.00 FEET AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 08 MINUTES 57 SECONDS EAST, A DISTANCE OF 565.71 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 585.96 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21 DEGREES 14 MINUTES 54 SECONDS, A RADIUS OF 225.00 FEET, AND A LONG CHORD THAT BEARS NORTH 66 DEGREES 33 MINUTES 45 SECONDS WEST, A DISTANCE OF 82.96 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 11" AND ALONG THE NORTHEAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 83.44 FEET TO A POINT FOR CORNER;

NORTH 77 DEGREES 11 MINUTES 12 SECONDS WEST, A DISTANCE OF 34.92 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55 DEGREES 43 MINUTES 56 SECONDS, A RADIUS OF 275.00 FEET AND A LONG CHORD THAT BEARS NORTH 49 DEGREES 19 MINUTES 14 SECONDS WEST, A DISTANCE OF 257.07 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 267.50 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 217.03 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 43 MINUTES 19 SECONDS, A RADIUS OF 225.00 FEET AND A LONG CHORD THAT BEARS NORTH 33 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.49 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 93.16 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 10 MINUTES 34 SECONDS WEST, A DISTANCE OF 172.59 FEET TO THE NORTH CORNER OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 11" AND THE SOUTHEAST LINE OF AFORESAID CEDARBROOK ESTATES;

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, A DISTANCE OF 1286.05 FEET TO THE NORTH CORNER OF SAID "TRACT 11" AND THE EAST CORNER OF SAID CEDARBROOK ESTATES, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 46 DEGREES 02 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A DISTANCE OF 1099.27 FEET TO A POINT FOR CORNER;

THENCE, NORTH 11 DEGREES 30 MINUTES 20 SECONDS EAST, OVER AND ACROSS SAID EAST CARTWRIGHT ROAD, PASSING AT A DISTANCE OF 142.21 FEET THE SOUTH CORNER OF LOT 1, BLOCK A OF DIVINE MERCY ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070019482, MAP RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND ACROSS AFORESAID 119.95 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID LOT 1, BLOCK A, IN ALL A TOTAL DISTANCE OF 519.53 FEET TO A POINT FOR CORNER;

THENCE, NORTH 26 DEGREES 06 MINUTES 30 SECONDS EAST, CONTINUING OVER AND ACROSS SAID 119.95 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID LOT 1, BLOCK A, A DISTANCE OF 754.65 FEET TO THE EAST CORNER OF SAID LOT 1, BLOCK A, SAID POINT BEING ON THE NORTHEAST LINE OF SAID 119.95 ACRE TRACT AND THE SOUTHWEST RIGHT-OF-WAY LINE OF MESQUITE VALLEY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE NORTHEAST LINE OF SAID 119.95 ACRE TRACT AND THE SAID SOUTHWEST RIGHT-OF-WAY LINE OF MESQUITE VALLEY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 908.03 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42 DEGREES 01 MINUTES 25 SECONDS, A RADIUS OF 241.04 FEET AND A LONG CHORD THAT BEARS SOUTH 66 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 172.85 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 176.79 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 45 DEGREES 49 MINUTES 44 SECONDS EAST, CONTINUING ALONG SAID NORTHEAST LINE OF 119.95 ACRE TRACT, THE SOUTHWEST LINE OF CANTARA COVE ADDITION, PHASE II, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 2000-036, PAGE 2908, MAP RECORDS, DALLAS COUNTY, TEXAS AND THE SOUTHWEST LINE OF CANTARA COVE ADDITION, PHASE I, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 99211, PAGE 2763, MAP RECORDS, DALLAS COUNTY, TEXAS, OVER AND ACROSS AFORESAID 2.694 ACRE TRACT AND AFORESAID "TRACT 7", A DISTANCE OF 3014.74 FEET TO A POINT FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF AFORESAID EAST CARTWRIGHT ROAD;

THENCE, NORTH 77 DEGREES 53 MINUTES 26 SECONDS EAST, OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID NORTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A DISTANCE OF 193.18 FEET TO A POINT FOR CORNER AT THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD AND THE SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 57 DEGREES 06 MINUTES 34 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND SAID CORNER CLIP, A DISTANCE OF 42.43 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59 DEGREES 50 MINUTES 26 SECONDS, A RADIUS OF 168.16 FEET AND A LONG CHORD THAT BEARS NORTH 14 DEGREES 28 MINUTES 28 SECONDS EAST, A DISTANCE OF 167.76 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 175.63 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 30 MINUTES 29 SECONDS WEST, A DISTANCE OF 1.85 FEET TO A NORTH CORNER OF A CALLED 6.647 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200305302992, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 7" AND SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE;

THENCE, NORTH 44 DEGREES 28 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWEST LINE OF "TRACT 7", THE NORTHWEST LINE OF AFORESAID 2.06 ACRE TRACT AND SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE, A DISTANCE OF 579.38 FEET TO THE NORTH CORNER OF SAID 2.06 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 32 MINUTES 20 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 2.06 ACRE TRACT, THE NORTHEAST LINE OF SAID "TRACT 7" AND THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID BEAR DRIVE, A DISTANCE OF 1252.87 FEET TO A POINT FOR CORNER IN AFORESAID EAST CARTWRIGHT ROAD;

THENCE, SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, PASSING AT A DISTANCE OF 48.23 FEET THE NORTH CORNER OF A CALLED 25.131 ACRE TRACT OF LAND CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 201500177457, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG THE NORTHWEST LINE OF SAID 25.131 ACRE TRACT, A TOTAL DISTANCE OF 1057.41 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 40.00 FEET AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 56.57 FEET;

THENCE, ALONG SAID TANGENT CURVE TO THE LEFT, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID NORTHWEST LINE OF 25.131 ACRE TRACT, AN ARC DISTANCE OF 62.83 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, CONTINUING ALONG SAID NORTHWEST LINE OF 25.131 ACRE TRACT AND OVER AND ACROSS AFORESAID "TRACT 6", A DISTANCE OF 1044.83 FEET TO A POINT FOR CORNER IN THE APPROXIMATE CENTER LINE OF AFORESAID FAITHON P. LUCAS SR. BOULEVARD;

THENCE, SOUTH 44 DEGREES 19 MINUTES 48 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 6" AND WITH SAID APPROXIMATE CENTER LINE OF FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 268.94 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1424.398 ACRES, OR 62,046,765 SQUARE FEET OF LAND.

EXHIBIT P-2 – IMPROVEMENT ZONE A LEGAL DESCRIPTION

**PID DESCRIPTION – ZONE 1 (ZONE A)
721.818 ACRES**

BEING A 721.818 ACRE TRACT OF LAND SITUATED IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1, AND BEING PART OF THE REMAINDER OF A CALLED 400 ACRE TRACT OF LAND CONVEYED AS “TRACT 5”, PART OF THE REMAINDER OF A CALLED 204.13 ACRE TRACT OF LAND CONVEYED AS “TRACT 6”, PART OF THE REMAINDER OF A CALLED 140.65 ACRE TRACT OF “AND CON”EYED AS “TRACT 7”, PART OF THE REMAINDER OF A CALLED 132.42 ACRE TRACT OF LAND CONVEYED AS “TRACT 11”, TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 119.95 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, AS RECORDED IN VOLUME 92253, PAGE 1749, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.694 ACRE TRACT OF LAND CONVEYED TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 2005041, PAGE 178, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.06 ACRE TRACT OF LAND CONVEYED TO THE GEORGE F. LUCAS IRREVOCABLE DESCENDANT’S TRUST, AS RECORDED IN COUNTY CLERK’S FILE NO. 200213402221, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING PART OF FAITHON P. LUCAS SR. BOULEVARD, (A VARIABLE WIDTH RIGHT-OF-WAY), AS RECORDED IN COUNTY CLERK’S FILE NO. 200600248460, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, PART OF TWIN OAKS DRIVE, (VARIABLE WIDTH RIGHT-OF-WAY), AND PART OF EAST CARTWRIGHT ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY). SAID 721.818 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID FAITHON P. LUCAS SR. BOULEVARD. SAID POINT BEING THE WEST CORNER OF A 32 ACRE TRACT OF LAND CONVEYED AS “TRACT 8”, TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, DEED RECORDS, DALLAS COUNTY, TEXAS AND THE COMMON NORTH CORNER OF A TRACT OF LAND CONVEYED TO BILL EDWARD BLAIR AND MELINDA KAY BLAIR, AS RECORDED IN VOLUME 83050, PAGE 1471, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 06 MINUTES 33 SECONDS WEST, OVER AND ACROSS SAID FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 81.49 FEET TO A POINT FOR CORNER ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID FAITHON P. LUCAS SR. BOULEVARD AND THE COMMON SOUTHEAST LINE OF THE REMAINDER OF AFORESAID "TRACT 6";

THENCE, SOUTH 44 DEGREES 13 MINUTES 37 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 108.49 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "HALFF AND ASSOCIATES" FOUND FOR THE SOUTH CORNER OF SAID "TRACT 6" AND THE COMMON EAST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94131, PAGE 491, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 29 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF "TRACT 6" AND SAID NORTHEAST LINE OF CITY OF MESQUITE TRACT, A DISTANCE OF 2326.02 FEET TO A 5/8" IRON ROD FOUND FOR CORNER ON THE SOUTHEAST LINE OF AFORESAID "TRACT 5";

THENCE, SOUTH 44 DEGREES 57 MINUTES 59 SECONDS WEST, ALONG SAID SOUTHEAST LINE OF "TRACT 5", A DISTANCE OF 87.32 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "DAA" FOUND FOR THE EAST CORNER OF THE HILLS AT TEALWOOD, PHASE I, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 2003168, PAGE 94, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID "TRACT 5" AND ALONG THE NORTHEAST LINE OF SAID HILLS AT TEALWOOD, PHASE I, THE FOLLOWING COURSES AND DISTANCES:

NORTH 67 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 404.99 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "DAA" FOUND FOR CORNER;

NORTH 34 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 310.64 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, A DISTANCE OF 1055.19 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "DAA" FOUND FOR CORNER;

NORTH 67 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 400.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 52 DEGREES 54 MINUTES 18 SECONDS WEST, A DISTANCE OF 807.77 FEET TO A POINT FOR CORNER;

NORTH 30 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 381.66 FEET TO A NORTHWEST CORNER OF SAID HILLS AT TEALWOOD, PHASE I, SAID POINT BEING ON THE SOUTHEAST LINE OF A CALLED 88.069 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 90185, PAGE 2032, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 48 MINUTES 33 SECONDS EAST, OVER AND ACROSS SAID "TRACT 5", ALONG SAID SOUTHEAST LINE OF CITY OF MESQUITE TRACT AND ALONG THE SOUTHEAST LINE OF VALLEY CREEK ADDITION, PHASE TWO, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 86051, PAGE 3779, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 3684.59 FEET TO THE EAST CORNER OF SAID VALLEY CREEK ADDITION, PHASE TWO AND THE COMMON NORTH CORNER OF SAID "TRACT 5". SAID POINT BEING ON THE SOUTHWEST LINE OF CEDARBROOK ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 98228, PAGE 4, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 31 MINUTES 27 SECONDS EAST, ALONG THE NORTHEAST LINE OF "TRACT 5" AND SAID SOUTHWEST LINE OF CEDARBROOK ESTATES, A DISTANCE OF 545.40 FEET TO AN EAST CORNER OF SAID "TRACT 5" AND THE SOUTH CORNER OF SAID CEDARBROOK ESTATES. SAID POINT BEING ON THE NORTHWEST LINE OF AFORESAID "TRACT 11";

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG SAID NORTHWEST LINE OF "TRACT 11" AND THE SOUTHEAST LINE OF SAID CEDARBROOK ESTATES, A DISTANCE OF 34.66 FEET TO A NORTHWEST CORNER OF BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 20033167, PAGE 146, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID "TRACT 11" AND ALONG THE WEST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 08 MINUTES 15 SECONDS EAST, A DISTANCE OF 69.48 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 08 MINUTES 19 SECONDS WEST, A DISTANCE OF 425.17 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 03 MINUTES 52 SECONDS WEST, A DISTANCE OF 371.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED

“CARTER BURGESS” FOUND FOR THE SOUTHWEST CORNER OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION;

SOUTH 70 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 1004.43 FEET TO A POINT FOR CORNER ON THE NORTHWEST RIGHT-OF-WAY LINE OF AFORESAID TWIN OAKS DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 56 MINUTES 52 SECONDS, A RADIUS OF 560.00 FEET AND A LONG CHORD THAT BEARS NORTH 13 DEGREES 36 MINUTES 21 SECONDS WEST, A DISTANCE OF 87.37 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID “TRACT 11” AND SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 87.45 FEET TO A POINT FOR CORNER;

NORTH 18 DEGREES 04 MINUTES 47 SECONDS WEST, A DISTANCE OF 119.36 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 28 SECONDS, A RADIUS OF 640.00 FEET AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 08 MINUTES 57 SECONDS EAST, A DISTANCE OF 565.71 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 585.96 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21 DEGREES 14 MINUTES 54 SECONDS, A RADIUS OF 225.00 FEET, AND A LONG CHORD THAT BEARS NORTH 66 DEGREES 33 MINUTES 45 SECONDS WEST, A DISTANCE OF 82.96 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID “TRACT 11” AND ALONG THE NORTHEAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 83.44 FEET TO A POINT FOR CORNER;

NORTH 77 DEGREES 11 MINUTES 12 SECONDS WEST, A DISTANCE OF 34.92 FEET TO A 5/8” IRON ROD WITH YELLOW PLASTIC CAP STAMPED “CARTER BURGESS” FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55 DEGREES 43 MINUTES 56 SECONDS, A RADIUS OF 275.00 FEET AND A

LONG CHORD THAT BEARS NORTH 49 DEGREES 19 MINUTES 14 SECONDS WEST, A DISTANCE OF 257.07 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 267.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 21 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 217.03 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 43 MINUTES 19 SECONDS, A RADIUS OF 225.00 FEET AND A LONG CHORD THAT BEARS NORTH 33 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.49 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 93.16 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 45 DEGREES 10 MINUTES 34 SECONDS WEST, A DISTANCE OF 172.59 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE NORTH CORNER OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 11" AND THE SOUTHEAST LINE OF AFORESAID CEDARBROOK ESTATES;

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 1286.05 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 11" AND THE EAST CORNER OF SAID CEDARBROOK ESTATES, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID EAST CARTWRIGHT ROAD;

THENCE, NORTH 46 DEGREES 02 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, AND THE COMMON NORTHEAST LINE OF SAID CEDARBROOK ESTATES, A DISTANCE OF 1099.27 FEET TO A POINT FOR CORNER;

THENCE, NORTH 11 DEGREES 30 MINUTES 20 SECONDS EAST, OVER AND ACROSS SAID EAST CARTWRIGHT ROAD, PASSING AT A DISTANCE OF 142.21 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF LOT 1, BLOCK A OF DIVINE MERCY ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070019482, MAP RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND ACROSS AFORESAID 119.95 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID LOT 1, BLOCK A, IN ALL A TOTAL

DISTANCE OF 519.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, NORTH 26 DEGREES 06 MINUTES 30 SECONDS EAST, CONTINUING OVER AND ACROSS SAID 119.95 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID LOT 1, BLOCK A, A DISTANCE OF 754.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID LOT 1, BLOCK A, SAID POINT BEING ON THE NORTHEAST LINE OF SAID 119.95 ACRE TRACT AND THE SOUTHWEST RIGHT-OF-WAY LINE OF MESQUITE VALLEY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE NORTHEAST LINE OF SAID 119.95 ACRE TRACT AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF MESQUITE VALLEY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 908.03 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42 DEGREES 01 MINUTE 25 SECONDS, A RADIUS OF 241.04 FEET AND A LONG CHORD THAT BEARS SOUTH 66 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 172.85 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 176.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, SOUTH 45 DEGREES 49 MINUTES 44 SECONDS EAST, CONTINUING ALONG SAID NORTHEAST LINE OF 119.95 ACRE TRACT, THE SOUTHWEST LINE OF CANTURA COVE ADDITION, PHASE II, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 2000-036, PAGE 2908, MAP RECORDS, DALLAS COUNTY, TEXAS AND THE SOUTHWEST LINE OF CANTARA COVE ADDITION, PHASE I, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 99211, PAGE 2763, MAP RECORDS, DALLAS COUNTY, TEXAS, OVER AND ACROSS AFORESAID 2.694 ACRE TRACT AND AFORESAID "TRACT 7", A DISTANCE OF 3014.74 FEET TO A POINT FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF AFORESAID EAST CARTWRIGHT ROAD;

THENCE, NORTH 77 DEGREES 53 MINUTES 26 SECONDS EAST, OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID NORTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A DISTANCE OF 193.18 FEET TO A 5/8" 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 NORTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD AND THE SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 57 DEGREES 06 MINUTES 34 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND SAID CORNER CLIP, A DISTANCE OF 42.43 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59 DEGREES 50 MINUTES 26 SECONDS, A RADIUS OF 168.16 FEET AND A LONG CHORD THAT BEARS NORTH 14 DEGREES 28 MINUTES 28 SECONDS EAST, A DISTANCE OF 167.76 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 175.63 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 45 DEGREES 30 MINUTES 29 SECONDS WEST, A DISTANCE OF 1.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A CALLED 6.647 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200305302992, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 7" AND SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE;

THENCE, NORTH 44 DEGREES 28 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWEST LINE OF "TRACT 7", THE NORTHWEST LINE OF AFORESAID 2.06 ACRE TRACT AND SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE, A DISTANCE OF 579.38 FEET TO THE NORTH CORNER OF SAID 2.06 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 32 MINUTES 20 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 2.06 ACRE TRACT, THE NORTHEAST LINE OF SAID "TRACT 7" AND THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID BEAR DRIVE, A DISTANCE OF 1252.87 FEET TO A POINT FOR CORNER IN AFORESAID EAST CARTWRIGHT ROAD;

THENCE, SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, PASSING AT A DISTANCE OF 48.23 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A CALLED 25.131 ACRE TRACT OF LAND CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 201500177457, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG THE NORTHWEST LINE OF SAID 25.131 ACRE TRACT, IN ALL, TOTAL DISTANCE OF 1057.41 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 40.00 FEET

AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 56.57 FEET;

THENCE, ALONG SAID TANGENT CURVE TO THE LEFT, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID NORTHWEST LINE OF 25.131 ACRE TRACT, AN ARC DISTANCE OF 62.83 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, ALONG SOUTHWEST LINE OF 25.131 ACRE TRACT AND OVER AND ACROSS AFORESAID "TRACT 6", A DISTANCE OF 1044.83 FEET TO A PK NAIL FOUND FOR THE SOUTH CORNER OF SAID 25.131 ACRE TRACT. SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF AFORESAID FAITHON P. LUCAS SR. BOULEVARD;

THENCE, SOUTH 44 DEGREES 19 MINUTES 48 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 6" AND WITH SAID APPROXIMATE CENTER LINE OF FAITHON P. LUCAS SR. BOULEVARD, PASSING AT A DISTANCE OF 268.94 FEET TO A PK NAIL FOUND FOR THE NORTH CORNER OF A 95.3 ACRE TRACT OF LAND, CONVEYED AS "TRACT 4", TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING ALONG THE NORTHWEST LINE OF SAID "TRACT 4", A 44.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", A 34.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", TO LUCAS FARMS JOINT VENTURES, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS, AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID FAITHON P. LUCAS SR. BOULEVARD, IN ALL, A TOTAL DISTANCE OF 2387.38 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 44 DEGREES 22 MINUTES 53 SECONDS WEST, CONTINUING ALONG THE SOUTHEAST LINE OF SAID "TRACT 1", AFORESAID "TRACT 8", AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 2715.67 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 31,442,414 SQUARE FEET OR 721.818 ACRES OF LAND.

EXHIBIT P-3 –IMPROVEMENT AREA A-1.1 LEGAL DESCRIPTION

TRACT 1 (Phase 1A)

BEING A 27.004 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING ALL OF SOLTERRA, PHASE 1A, AS RECORDED IN COUNTY CLERK'S FILE NO. 202200319278, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 27.004 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE FOR THE WEST CORNER OF SAID SOLTERRA, PHASE 1A AND THE COMMON NORTH CORNER OF BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION LOTS 1 & 2, BLOCK 1, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 20033167, PAGE 146, MAP RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING ON THE SOUTHEAST LINE OF CEDARBROOK ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 98228, PAGE 4, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID SOLTERRA, PHASE 1A AND THE COMMON SOUTHEAST LINE OF SAID CEDARBROOK ESTATES, A DISTANCE OF 1286.05 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID SOLTERRA, PHASE 1A AND THE EAST CORNER OF SAID CEDARBROOK ESTATES, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, SOUTH 46 DEGREES 02 MINUTES 28 SECONDS EAST, ALONG THE EASTERLY LINES OF SAID SOLTERRA, PHASE 1A AND ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A DISTANCE OF 764.45 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE INTERSECTION OF SAID SOUTHWEST RIGHT-OF-WAY OF EAST CARTWRIGHT ROAD AND THE NORTHWEST RIGHT-OF-WAY LINE OF TWIN OAKS DRIVE (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, CONTINUING ALONG THE SOUTHERLY LINES OF SAID SOLTERRA, PHASE 1A AND ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF TWIN OAKS DRIVE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 10 MINUTES 03 SECONDS WEST, A DISTANCE OF 85.23 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45 DEGREES 03 MINUTES 11 SECONDS, A RADIUS OF 347.28 FEET AND A LONG CHORD THAT BEARS SOUTH 21 DEGREES 38 MINUTES 27 SECONDS WEST, A DISTANCE OF 266.09 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 273.08 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 30 DEGREES 29 MINUTES 45 SECONDS, A RADIUS OF 279.00 FEET AND A LONG CHORD THAT BEARS SOUTH 14 DEGREES 21 MINUTES 44 SECONDS WEST, A DISTANCE OF 146.75 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 148.50 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 29 DEGREES 36 MINUTES 37 SECONDS WEST, A DISTANCE OF 19.83 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40 DEGREES 13 MINUTES 10 SECONDS, A RADIUS OF 560.00 FEET AND A LONG CHORD THAT BEARS SOUTH 49 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 385.08 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 393.10 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 49 MINUTES 47 SECONDS WEST, A DISTANCE OF 100.25 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 35 DEGREES 27 MINUTES 07 SECONDS, A RADIUS OF 640.00 FEET AND A LONG CHORD THAT BEARS SOUTH 52 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 389.71 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 396.00 FEET TO A POINT FOR THE SOUTH CORNER OF SAID SOLTERRA, PHASE 1A AND THE COMMON EAST CORNER OF AFORESAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF

21 DEGREES 14 MINUTES 54 SECONDS, A RADIUS OF 225.00 FEET AND A LONG CHORD THAT BEARS NORTH 66 DEGREES 33 MINUTES 45 SECONDS WEST, A DISTANCE OF 82.96 FEET;

THENCE, CONTINUING ALONG THE WESTERLY LINES OF SAID SOLTERRA, PHASE 1A AND ALONG THE NORTHEAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 83.44 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 77 DEGREES 11 MINUTES 12 SECONDS WEST, A DISTANCE OF 34.92 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55 DEGREES 43 MINUTES 56 SECONDS, A RADIUS OF 275.00 FEET AND A LONG CHORD THAT BEARS NORTH 49 DEGREES 19 MINUTES 14 SECONDS WEST, A DISTANCE OF 257.07 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 267.50 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 21 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 217.03 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 43 MINUTES 19 SECONDS, A RADIUS OF 225.00 FEET AND A LONG CHORD THAT BEARS NORTH 33 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.49 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 93.16 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 45 DEGREES 10 MINUTES 34 SECONDS WEST, A DISTANCE OF 172.59 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1,176,296 SQUARE FEET OR 27.004 ACRES OF LAND.

TRACT 2 (PHASES 1B AND 1C)

BEING A 42.569 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF A 575.298 ACRE TRACT OF LAND DESCRIBED AS PHASE 1 – PARCEL 2, CONVEYED TO HC SOLTERRA, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100114450, OFFICIAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS AND ALL OF SOLTERRA, PHASE 1B AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 202300007135, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 42.569 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET ON A NORTHEASTERLY LINE OF SAID 575.298 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF LOT 2, BLOCK 1 OF THE BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 20033167, PAGE 146, MAP RECORDS, DALLAS COUNTY, TEXAS, FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR AN INTERIOR ELL CORNER OF SAID 575.298 ACRE TRACT AND THE COMMON WEST CORNER OF SAID LOT 2, BLOCK 1, BEARS NORTH 70 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 89.17 FEET;

THENCE, ALONG THE COMMON LINES OF SAID 575.298 ACRE TRACT AND SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 70 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 926.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 575.298 ACRE TRACT. SAID POINT BEING WITHIN TWIN OAKS DRIVE, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 16 MINUTES 52 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 06 DEGREES 56 MINUTES 26 SECONDS EAST, A DISTANCE OF 32.64 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 32.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP

STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID TWIN OAKS DRIVE;

NORTH 84 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHEAST LINE SAID TWIN OAKS DRIVE, A DISTANCE OF 69.02 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID TWIN OAKS DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07 DEGREES 28 MINUTES 17 SECONDS, A RADIUS OF 150.00 FEET, AND A LONG CHORD THAT BEARS NORTH 03 DEGREES 18 MINUTES 48 SECONDS WEST, A DISTANCE OF 19.55 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 19.56 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 34 MINUTES 03 SECONDS, A RADIUS OF 640.00 FEET, AND A LONG CHORD THAT BEARS NORTH 07 DEGREES 19 MINUTES 58 SECONDS WEST, A DISTANCE OF 6.34 FEET;

ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 6.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 79 DEGREES 41 MINUTES 33 SECONDS EAST, PASSING AT A DISTANCE OF 12.00 FEET TO A 3/4" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID TWIN OAKS DRIVE AND THE SOUTH RIGHT-OF-WAY LINE OF HARMONY PINE DRIVE, (A 51' RIGHT-OF-WAY) OF AFORESAID SOLTERRA, PHASE 1B, AND CONTINUING ALONG THE WEST LINE OF SAID SOLTERRA, PHASE 1B, IN ALL A TOTAL DISTANCE OF 25.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, ALONG THE COMMON LINES OF SAID 575.298 ACRE TRACT, SAID SOLTERRA, PHASE 1B AND SAID EAST RIGHT-OF-WAY LINE OF SAID TWIN OAKS DRIVE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 10 DEGREES 18 MINUTES 27 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 575.298 ACRE TRACT;

SOUTH 79 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 25.00 FEET TO AN "X" CUT FOUND FOR AN EXTERIOR ELL CORNER OF SAID 575.298 ACRE TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 05 MINUTES 23 SECONDS, A RADIUS OF 640.00 FEET AND A LONG CHORD THAT BEARS NORTH 15 DEGREES 32 MINUTES 06 SECONDS WEST, A DISTANCE OF 56.83 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 56.85 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 04 MINUTES 47 SECONDS WEST, A DISTANCE OF 119.36 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 87 DEGREES 54 MINUTES 35 SECONDS, A RADIUS OF 560.00 FEET AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 52 MINUTES 30 SECONDS EAST, A DISTANCE OF 777.38 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 859.21 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 100.25 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40 DEGREES 13 MINUTES 10 SECONDS, A RADIUS OF 640.00 FEET, AND A LONG CHORD THAT BEARS NORTH 49 DEGREES 43 MINUTES 12 SECONDS EAST, A DISTANCE OF 440.09 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 449.26 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 36 MINUTES 37 SECONDS EAST, A DISTANCE OF 46.98 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 25 MINUTES 12 SECONDS, A RADIUS OF 401.00 FEET AND A LONG CHORD THAT BEARS NORTH 17 DEGREES 24 MINUTES 01 SECOND EAST, A DISTANCE OF 169.62 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 170.91 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA

SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 38 DEGREES 58 MINUTES 38 SECONDS, A RADIUS OF 279.00 FEET AND A LONG CHORD THAT BEARS NORTH 24 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 186.16 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 189.80 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 10 MINUTES 03 SECONDS EAST, A DISTANCE OF 85.43 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 575.298 ACRE TRACT AND THE COMMON NORTH CORNER OF SAID SOLTERRA, PHASE 1B. SAID POINT BEING AT THE INTERSECTION OF THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TWIN OAKS DRIVE AND THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, ALONG THE NORTHEAST LINE OF SAID 575.298 ACRE TRACT, THE COMMON NORTHEAST LINE OF SAID SOLTERRA, PHASE 1B AND ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 02 MINUTES 28 SECONDS EAST, A DISTANCE OF 155.47 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREE 26 MINUTES 38 SECONDS, A RADIUS OF 1492.40 FEET AND A LONG CHORD THAT BEARS SOUTH 46 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 37.61 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 37.61 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT AND ALONG THE EASTERLY LINE OF SAID SOLTERRA, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 42 DEGREES 30 MINUTES 54 SECONDS WEST, A DISTANCE OF 93.04 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 57 MINUTES 45 SECONDS WEST, A DISTANCE OF 762.95 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, A DISTANCE OF 261.68 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 70 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 281.19 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 75 DEGREES 45 MINUTES 11 SECONDS WEST, A DISTANCE OF 13.61 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 19 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 169.50 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 29 MINUTES 28 SECONDS, A RADIUS OF 260.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 76 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 132.35 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 133.83 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 27 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 34 MINUTES 00 SECONDS, A RADIUS OF 200.00 FEET, AND A LONG CHORD THAT BEARS NORTH 74 DEGREES 47 MINUTES 25 SECONDS WEST, A DISTANCE OF 88.51 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 89.24 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 02 DEGREES 25 MINUTES 35 SECONDS WEST, A DISTANCE OF 133.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID SOLTERRA, PHASE 1B;

THENCE, CONTINUING OVER AND ACROSS SAID 575.298 ACRE TRACT AND ALONG THE SOUTH LINE OF SOLTERRA, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 65 DEGREES 54 MINUTES 14 SECONDS WEST, A DISTANCE OF 91.55 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 71 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 60.89 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 76 DEGREES 15 MINUTES 04 SECONDS WEST, A DISTANCE OF 60.89 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 79 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 52.04 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 79 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 248.61 FEET TO A POINT FOR CORNER;

THENCE, DEPARTING SAID SOUTH LINE OF SAID SOLTERRA, PHASE 1B AND CONTINUING OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 19 DEGREES 39 MINUTES 31 SECONDS WEST, A DISTANCE OF 767.70 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 19 MINUTES 24 SECONDS WEST, A DISTANCE OF 123.85 FEET TO A POINT FOR CORNER;

NORTH 80 DEGREES 06 MINUTES 06 SECONDS WEST, A DISTANCE OF 110.65 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.51 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 420.00 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 35 MINUTES 38 SECONDS WEST, A DISTANCE OF 21.06 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 78.27 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 74.16 FEET TO A POINT FOR CORNER;

NORTH 17 DEGREES 03 MINUTES 41 SECONDS WEST, A DISTANCE OF 69.12 FEET TO A POINT FOR CORNER;

NORTH 72 DEGREES 56 MINUTES 19 SECONDS EAST, A DISTANCE OF 122.95 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 69 DEGREES 24 MINUTES 13 SECONDS, A RADIUS OF 60.00 FEET, AND A LONG CHORD THAT BEARS NORTH 17 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 68.32 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 72.68 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 34.11 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 485.00 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 221.36 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 180.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1,854,320 SQUARE FEET OR 42.569 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT P-4 –IMPROVEMENT AREA A-1.2 LEGAL DESCRIPTION

**SOLTERRA – IA #A-1.2
(PHASES 1D, 1E, AND 1F)**

BEING A 123.110 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF A 575.298 ACRE TRACT OF LAND DESCRIBED AS PHASE 1 – PARCEL 2, CONVEYED TO HC SOLTERRA, LLC, AS RECORDED IN COUNTY CLERK’S FILE NO. 202100114450, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 123.110 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED “D.A.S. 4645” FOUND FOR AN INTERIOR ELL CORNER OF A 7.658 ACRE RIGHT-OF-WAY DEDICATION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK’S FILE NUMBER 202300011376, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE COMMON NORTH CORNER OF A RIGHT-OF-WAY DEDICATION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK’S FILE NO. 200600248460, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING WITHIN FAITHON P. LUCAS SR. BOULEVARD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 13 MINUTES 37 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID 7.658 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON NORTHWEST LINE OF SAID RIGHT-OF-WAY DEDICATION (200600248460) A DISTANCE OF 359.29 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED “HALFF” FOUND;

THENCE, NORTH 81 DEGREES 47 MINUTES 58 SECONDS WEST, OVER AND ACROSS SAID 7.658 ACRE RIGHT-OF-WAY DEDICATION, A DISTANCE OF 44.74 FEET TO A POINT FOR CORNER AND THE **POINT OF BEGINNING**. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID 7.658 ACRE RIGHT-OF-WAY DEDICATION AND SAID FAITHON P. LUCAS SR. BOULEVARD;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 41 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 139.84 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 115.57 FEET TO A POINT FOR CORNER;

NORTH 42 DEGREES 24 MINUTES 27 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 62.98 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 56 MINUTES 13 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 36 DEGREES 40 MINUTES 48 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 34 DEGREES 25 MINUTES 24 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 32 DEGREES 09 MINUTES 59 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 54 MINUTES 35 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 27 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 23 DEGREES 08 MINUTES 21 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 58 MINUTES 08 SECONDS WEST, A DISTANCE OF 55.21 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 188.30 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 54 MINUTES 58 SECONDS, A RADIUS OF 210.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 74 DEGREES 30 MINUTES 02 SECONDS WEST, A DISTANCE OF 32.65 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 32.68 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 68.45 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 19 MINUTES 55 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 208.89 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 121.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 305.00 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 224.12 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES 35 SECONDS, A RADIUS OF 430.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 87 DEGREES 03 MINUTES 50 SECONDS WEST, A DISTANCE OF 251.75 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 255.49 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 54 MINUTES 52 SECONDS WEST, A DISTANCE OF 206.59 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 166 DEGREES 48 MINUTES 12 SECONDS, A RADIUS OF 60.00 FEET, AND A LONG CHORD THAT BEARS NORTH 40 DEGREES 42 MINUTES 09 SECONDS WEST, A DISTANCE OF 119.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 174.68 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 152.97 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 56 MINUTES 58 SECONDS WEST, A DISTANCE OF 615.34 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 657.29 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE SOUTH LINE OF SOLTERRA, PHASE 1B, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 202300007135, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, CONTINUING OVER AND ACROSS SAID 575.298 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID SOLTERRA, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

NORTH 79 DEGREES 41 MINUTES 33 SECONDS EAST, A DISTANCE OF 248.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 79 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 52.04 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 76 DEGREES 15 MINUTES 04 SECONDS EAST, A DISTANCE OF 60.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 71 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 60.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 54 MINUTES 14 SECONDS EAST, A DISTANCE OF 91.55 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID SOLTERRA, PHASE 1B;

THENCE, CONTINUING OVER AND ACROSS SAID 575.298 ACRE TRACT AND ALONG THE EAST LINE OF SAID SOLTERRA, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

NORTH 02 DEGREES 25 MINUTES 35 SECONDS EAST, A DISTANCE OF 133.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25 DEGREES 34 MINUTES 00 SECONDS, A RADIUS OF 200.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 74 DEGREES 47 MINUTES 25 SECONDS EAST, A DISTANCE OF 88.51 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 89.24 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 27 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 3/4 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEGREES 29 MINUTES 28 SECONDS, A RADIUS OF 260.00 FEET, AND A LONG CHORD THAT BEARS NORTH 76 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 132.35 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 133.83 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 169.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 75 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 13.61 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 70 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 281.19 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 261.68 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 09 DEGREES 57 MINUTES 45 SECONDS EAST, A DISTANCE OF 762.95 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 42 DEGREES 30 MINUTES 54 SECONDS EAST, A DISTANCE OF 93.04 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF SAID SOLTERRA, PHASE 1B. SAID POINT BEING ON THE NORTH LINE OF SAID 575.298 ACRE TRACT AND THE COMMON SOUTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 52 MINUTES 53 SECONDS, A RADIUS OF 1492.40 FEET, AND A LONG CHORD THAT BEARS SOUTH 59 DEGREES 55 MINUTES 33 SECONDS EAST, A DISTANCE OF 643.01 FEET;

THENCE, ALONG SAID COMMON LINE AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 648.09 FEET TO A 3/4 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT, DEPARTING SAID COMMON LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 72 DEGREES 21 MINUTES 58 SECONDS EAST, A DISTANCE OF 175.20 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72 DEGREES 21 MINUTES 58 SECONDS, A RADIUS OF 330.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 36 DEGREES 10 MINUTES 59 SECONDS EAST, A DISTANCE OF 389.64 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 416.80 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 346.95 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42 DEGREES 51 MINUTES 15 SECONDS, A RADIUS OF 520.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 21 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 379.93 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 388.93 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 1.63 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55 DEGREES 09 MINUTES 00 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 70 DEGREES 25 MINUTES 45 SECONDS EAST, A DISTANCE OF 46.29 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 48.13 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 18 MINUTES 01 SECONDS, A RADIUS OF 90.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 87 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 31.72 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 31.89 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55 DEGREES 09 MINUTES 00 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 74 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 46.29 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 48.13 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55 DEGREES 09 MINUTES 00 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 19 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 46.29 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 48.13 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 25 MINUTES 05 SECONDS, A RADIUS OF 90.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 01 DEGREE 47 MINUTES 43 SECONDS EAST, A DISTANCE OF 19.47 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 19.51 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 47 DEGREES 16 MINUTES 04 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 19 DEGREES 13 MINUTES 13 SECONDS EAST, A DISTANCE OF 40.09 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 41.25 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 343.06 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 51 DEGREES 29 MINUTES 45 SECONDS, A RADIUS OF 645.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 17 DEGREES 06 MINUTES 22 SECONDS EAST, A DISTANCE OF 560.39 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 579.71 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 38 MINUTES 30 SECONDS WEST, A DISTANCE OF 374.51 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A

TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 53 DEGREES 56 MINUTES 50 SECONDS, A RADIUS OF 555.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 19 MINUTES 55 SECONDS EAST, A DISTANCE OF 503.47 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 522.56 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 39.02 FEET TO A POINT FOR CORNER ON THE NORTHWEST LINE OF AFORESAID 7.658 ACRE RIGHT-OF-WAY DEDICATION AND SAID FAITHON P. LUCAS SR. BOULEVARD;

THENCE, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE, CONTINUING OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 41 MINUTES 46 SECONDS WEST, A DISTANCE OF 96.73 FEET TO A POINT FOR CORNER;

SOUTH 46 DEGREES 27 MINUTES 37 SECONDS EAST, A DISTANCE OF 2.94 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 52 MINUTES 37 SECONDS EAST, A DISTANCE OF 51.57 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 52 MINUTES 43 SECONDS WEST, A DISTANCE OF 62.54 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 56 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.10 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 57 MINUTES 42 SECONDS WEST, A DISTANCE OF 222.06 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 272.15 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 5,362,654 SQUARE FEET OR 123.110 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT P-5 –IMPROVEMENT AREA A-1.3 LEGAL DESCRIPTION

**SOLTERRA – IA #A-1.3
(PHASE 1G)**

BEING A 17.153 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF A 575.298 ACRE TRACT OF LAND CONVEYED AS PHASE 1 – PARCEL 2, TO HC SOLTERRA, LLC, AS RECORDED IN COUNTY CLERK’S FILE NO. 202100114450, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 17.153 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “LJA SURVEYING” SET FOR CORNER, FROM WHICH A 5/8” IRON ROD WITH YELLOW PLASTIC CAP STAMPED “LJA SURVEYING” SET FOR THE NORTHEAST CORNER OF SAID 575.298 ACRE TRACT AND THE COMMON NORTH CORNER OF A 25.131 ACRE TRACT OF LAND CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST, AS RECORDED IN COUNTY CLERK’S FILE NO. 201500177457, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 62 DEGREES 47 MINUTES 48 SECONDS EAST, A DISTANCE OF 2313.53 FEET;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 42 DEGREES 51 MINUTES 15 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED” LJA SURVEYING” SET CORNER;

NORTH 47 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 59.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED” LJA SURVEYING” SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16 DEGREES 18 MINUTES 17 SECONDS, A RADIUS OF 630.00 FEET, AND A LONG CHORD THAT BEARS NORTH 55 DEGREES 17 MINUTES 54 SECONDS EAST, A DISTANCE OF 178.68 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 179.28 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED” LJA SURVEYING” SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 02 MINUTES 34 SECONDS, A RADIUS OF 75.00 FEET, AND A

LONG CHORD THAT BEARS NORTH 51 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 29.96 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 30.16 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28 DEGREES 57 MINUTES 18 SECONDS, A RADIUS OF 75.00 FEET, AND A LONG CHORD THAT BEARS NORTH 54 DEGREES 53 MINUTES 08 SECONDS EAST, A DISTANCE OF 37.50 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 37.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 207.86 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30 DEGREES 47 MINUTES 14 SECONDS, A RADIUS OF 555.00 FEET, AND A LONG CHORD THAT BEARS NORTH 53 DEGREES 58 MINUTES 10 SECONDS EAST, A DISTANCE OF 294.65 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 298.22 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 48 DEGREES 30 MINUTES 18 SECONDS, A RADIUS OF 532.50 FEET, AND A LONG CHORD THAT BEARS NORTH 14 DEGREE 19 MINUTES 23 SECONDS EAST, A DISTANCE OF 437.46 FEET;

ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 450.80 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 10 MINUTES 39 SECONDS, A RADIUS OF 587.50, AND A LONG CHORD THAT BEARS NORTH 03 DEGREES 50 MINUTES 26 WEST, A DISTANCE 124.63 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 124.87 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14 DEGREES 21 MINUTES 27 SECONDS, A RADIUS OF 532.50 FEET, AND A LONG CHORD THAT BEARS NORTH 04 DEGREES 55 MINUTES 50 SECONDS WEST, A DISTANCE OF 133.09 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 133.44 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 12 DEGREES 06 MINUTES 34 SECONDS WEST, A DISTANCE OF 42.16 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 57 DEGREES 06 MINUTES 34 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER ON THE NORTH LINE OF SAID 575.298 ACRE TRACT AND THE COMMON SOUTH LINE OF A 6.647 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200305302992, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS SAME BEING EAST CARTWRIGHT ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, NORTH 77 DEGREES 53 MINUTES 26 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 269.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 221.13 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 11 MINUTES 26 SECONDS WEST, A DISTANCE OF 96.63 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34 DEGREES 38 MINUTES 46 SECONDS, A RADIUS OF 587.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 02 DEGREES 08 MINUTES 59 SECONDS EAST, A DISTANCE OF 349.87 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 355.26 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04 DEGREES 48 MINUTES 41 SECONDS, A RADIUS OF 532.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 17 DEGREES 04 MINUTES 01 SECOND WEST, A DISTANCE OF 44.70 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 44.72 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 21 MINUTES 14 SECONDS, A RADIUS OF 645.00 FEET AND A LONG CHORD THAT BEARS SOUTH 14 DEGREES 50 MINUTES 18 SECONDS WEST, A DISTANCE OF 3.98 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 3.98 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 51 MINUTES 17 SECONDS EAST, A DISTANCE OF 15.02 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 67 DEGREES 10 MINUTES 09 SECONDS EAST, A DISTANCE OF 51.86 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13 DEGREES 14 MINUTES 44 SECONDS, A RADIUS OF 625.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 32 MINUTES 47 SECONDS EAST, A DISTANCE OF 144.28 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 144.60 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 53 DEGREES 55 MINUTES 24 SECONDS EAST, A DISTANCE OF 387.04 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08 DEGREES 44 MINUTES 26 SECONDS, A RADIUS OF 525.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 49 DEGREES 33 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.09 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 80.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 13.23 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, PASSING AT A DISTANCE OF 49.53 FEET A POINT ON THE NORTHEAST LINE OF SAID 575.298 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF AFORESAID 25.131 ACRE TRACT, AND CONTINUING ALONG SAID COMMON LINES, IN ALL A TOTAL DISTANCE OF 129.36 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER, FROM WHICH A PK NAIL FOUND FOR THE EAST CORNER OF SAID 575.298 ACRE TRACT AND THE COMMON SOUTH CORNER OF SAID 25.131 ACRE TRACT, BEARS SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 965.00 FEET;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 56.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 50 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 375.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 39.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 55.15 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 61.26 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 50 DEGREES 53 MINUTES 36 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 104.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 45 DEGREES 10 MINUTES 58 SECONDS WEST, A DISTANCE OF 16.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 49.82 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 39.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 55.15 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 61.26 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 3.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 45 DEGREES 22 MINUTES 03 SECONDS WEST, A DISTANCE OF 4.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 85 DEGREES 39 MINUTES 29 SECONDS, A RADIUS OF 39.00 FEET, AND A LONG CHORD THAT BEARS NORTH 88 DEGREES 11 MINUTES 47 SECONDS WEST, A DISTANCE OF 53.03 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 58.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 37 MINUTES 43 SECONDS, A RADIUS OF 249.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 54 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 46.12 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 46.19 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 13.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF NON-TANGENT TO THE LEFT, HAVING A CENTRAL ANGLE OF 02 DEGREES 38 MINUTES 09 SECONDS, A RADIUS OF 245.00 FEET, AND A LONG CHORD THAT BEARS NORTH 34 DEGREES 45 MINUTES 37 SECONDS WEST, A DISTANCE OF 11.27;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 11.27 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 53 DEGREES 55 MINUTES 19 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 31 DEGREES 17 MINUTES 34 SECONDS, A RADIUS OF 305.00 FEET, AND A LONG CHORD THAT BEARS NORTH 20 DEGREES 25 MINUTES 54 SECONDS WEST, A DISTANCE OF 164.52 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 166.58 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 04 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 73.33 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 71 DEGREES 15 MINUTES 03 SECONDS WEST, A DISTANCE OF 102.32 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 44 MINUTES 57 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 71 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 6.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 18 DEGREES 44 MINUTES 57 SECONDS EAST, A DISTANCE OF 17.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 71 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 27.39 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 44 MINUTES 57 SECONDS WEST, A DISTANCE OF 92.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 71 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 79.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 44 MINUTES 32 SECONDS, A RADIUS OF 300.00 FEET, AND A LONG CHORD THAT BEARS NORTH 42 DEGREES 18 MINUTES 42 SECONDS WEST, A DISTANCE OF 30.05 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 30.07 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 45 DEGREES 10 MINUTES 58 SECONDS WEST, A DISTANCE OF 143.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 21 MINUTES 47 SECONDS WEST, A DISTANCE OF 182.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 6.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 17.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 15.73 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 107.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 21 MINUTES 47 SECONDS WEST, A DISTANCE OF 115.92 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 41 MINUTES 17 SECONDS, A RADIUS OF 75.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 80 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 29.50 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 29.70 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEGREES 24 MINUTES 01 SECONDS, A RADIUS OF 75.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 77 DEGREES 21 MINUTES 03 SECONDS WEST, A DISTANCE OF 38.06 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 38.48 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP

STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 30 MINUTES 18 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 54 DEGREES 53 MINUTES 54 SECONDS WEST, A DISTANCE OF 153.78 FEET;

ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 154.25 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 47 DEGREES 08 MINUTES 45 SECONDS WEST, A DISTANCE OF 59.05 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 17.153 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED

EXHIBIT P-6 – IMPROVEMENT ZONE B LEGAL DESCRIPTION

PID DESCRIPTION – ZONE 2 (ZONE B) 285.50 ACRES

BEING A 285.50 ACRE TRACT OF LAND SITUATED IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1, AND BEING PART OF A CALLED 34.5 ACRE TRACT OF LAND CONVEYED AS “TRACT 1”, ALL OF A CALLED 3.8 ACRE TRACT OF LAND CONVEYED AS “TRACT 2”, ALL OF A CALLED 44.5 ACRE TRACT OF LAND CONVEYED AS “TRACT 3”, PART OF A CALLED 95.3 ACRE TRACT OF LAND CONVEYED AS “TRACT 4”, PART OF A CALLED 54.15 ACRE TRACT OF LAND CONVEYED AS “TRACT 9”, PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS “TRACT 10”, PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS “TRACT 12”, PART OF A CALLED 77.4 ACRE TRACT OF LAND CONVEYED AS “TRACT 13”, TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 40 ACRE TRACT CONVEYED AS “TRACT NO. 1”, PART OF A CALLED 75 ACRE TRACT OF LAND CONVEYED AS “TRACT NO. 2”, ALL OF A TRACT OF LAND CONVEYED AS “TRACT NO. 3” AND ALL OF A CALLED 4/10ths OF AN ACRE TRACT OF LAND CONVEYED AS “TRACT NO. 4”, TO THE FAITHON PANTELI LUCAS JR. FAMILY TRUST, AS RECORDED IN COUNTY CLERK’S FILE NO. 20050391371, OFFICIAL “UBLIC RECOR”S, DALLAS COUNTY, TEXAS. SAID 285.50 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND FOR THE NORTH CORNER OF SAID “TRACT 4”, SAID POINT BEING IN THE APPROXIMATE CENTERLINE OF FAITHON P. LUCAS SR. BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID “TRACT 4”, PASSING AT A DISTANCE OF 57.56 FEET A 1/2” IRON ROD WITH CAP STAMPED “HALFF AND ASSOCIATES” FOUND FOR THE WEST CORNER OF LOT 1A, BLOCK A OF DR. JOHN D. HORN HIGH SCHOOL, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK’S FILE NO. 200503600834, MAP RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE COMMON LINES OF SAID “TRACT 4” AND SAID LOT 1A, BLOCK A, IN ALL, A TOTAL DISTANCE OF 1772.56 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 46 DEGREES 39 MINUTES 23 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 82.92 FEET TO 1/2" IRON ROD FOUND FOR AN EAST CORNER OF SAID "TRACT 4", THE SOUTH CORNER OF SAID LOT 1A, BLOCK A, THE NORTH CORNER OF A CALLED 35.848 ACRE TRACT OF LAND, CONVEYED TO MESQUITE INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800303367, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE WEST CORNER OF A CALLED 22.344 ACRE TRACT OF LAND CONVEYED TO MESQUITE INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080016792, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 15 DEGREES 50 MINUTES 01 SECOND WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 4" AND THE NORTHWEST LINE OF SAID 35.848 ACRE TRACT, A DISTANCE OF 374.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

THENCE, OVER AND ACROSS AFORESAID "TRACT 13" AND ALONG THE WEST LINE OF SAID 35.848 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREE 52 MINUTES 36 SECONDS WEST, A DISTANCE OF 439.47 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

SOUTH 11 DEGREES 29 MINUTES 48 SECONDS WEST, A DISTANCE OF 510.05 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

SOUTH 28 DEGREES 33 MINUTES 30 SECONDS WEST, A DISTANCE OF 159.13 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

SOUTH 78 DEGREES 45 MINUTES 14 SECONDS EAST, A DISTANCE OF 145.44 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 552.67 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER ON THE SOUTHWEST LINE OF SAID 35.848 ACRE TRACT AND THE NORTH LINE OF AFORESAID "TRACT NO. 1";

THENCE, NORTH 89 DEGREES 36 MINUTES 40 SECONDS EAST, ALONG SAID NORTH LINE OF "TRACT NO. 1" AND THE SOUTH LINE OF SAID 35.848 ACRE TRACT, A DISTANCE OF 479.07 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID "TRACT 13" AND ALONG THE SOUTHEAST LINE OF SAID 35.848 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 31 MINUTES 33 SECONDS EAST, A DISTANCE OF 465.08 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

NORTH 11 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 209.22 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

SOUTH 78 DEGREES 08 MINUTES 24 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

NORTH 11 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 144.00 FEET TO A POINT FOR THE EAST CORNER OF SAID 35.848 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF SAID "TRACT 13" AND THE SOUTHWEST LINE OF A CALLED 134.201 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080025063, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 49 MINUTES 06 SECONDS EAST, ALONG SAID NORTHEAST LINE OF "TRACT 13" AND SAID SOUTHWEST LINE OF 134.201 ACRE TRACT, A DISTANCE OF 404.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR THE NORTHEAST CORNER OF SAID "TRACT 13", SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF HOLLOMAN ROAD (A VARIABLE WIDTH RIGHT-OF-WAY – CLOSED);

THENCE, SOUTH 00 DEGREES 16 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID "TRACT 13", ALONG THE EAST LINE OF SAID "TRACT NO. 1" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, A DISTANCE OF 1683.70 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR THE SOUTHEAST CORNER OF SAID "TRACT NO. 1";

THENCE, SOUTH 89 DEGREES 01 MINUTE 52 SECONDS WEST, ALONG THE SOUTH LINE OF SAID "TRACT NO. 1" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, PASSING AT A DISTANCE OF 15.00 FEET A 1/2" IRON ROD FOUND FOR WITNESS, AND CONTINUING, IN ALL, A TOTAL DISTANCE OF 1156.84 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND THE NORTHEAST CORNER OF AFORESAID "TRACT NO. 4";

THENCE, SOUTH 22 DEGREES 10 MINUTES 12 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 4" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, A DISTANCE OF 114.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR THE SOUTH CORNER OF SAID "TRACT NO. 4". SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID "TRACT NO. 2" AND THE SOUTHWEST LINE OF A CALLED 93.102 ACRE TRACT OF LAND CONVEYED AS "TRACT II" TO W.A. RIDGE RANCH, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20070458237, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 12 MINUTES 59 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT NO. 2", THE SOUTHWEST LINE OF SAID 93.102 ACRE TRACT, WITH THE NORTHEAST LINE OF SAID HOLLOWMAN ROAD, A DISTANCE OF 636.15 FEET TO A 5/8" IRON ROD FOUND FOR THE EAST CORNER OF SAID "TRACT NO. 2" AND THE NORTH CORNER OF A CALLED 18.674 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 200900124560, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 2" AND THE NORTHWEST LINE OF SAID 18.674 ACRE TRACT, PASSING AT A DISTANCE OF 28.04 FEET A 2" IRON PIPE FOUND FOR WITNESS AND CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 531.59 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 18.674 ACRE TRACT, AND THE COMMON NORTH CORNER OF A 93.910 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS TRUSTEE OF THE GEORGE F. LUCAS IRREVOCABLE DESCENDANTS' TRUST, AS RECORDED IN VOLUME 93103, PAGE 70, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 2" AND THE COMMON NORTHWEST LINE OF SAID 93.910 ACRE TRACT, A DISTANCE OF 42.19 FEET TO A POINT FOR CORNER;

THENCE, NORTH 51 DEGREES 18 MINUTES 46 SECONDS WEST, OVER AND ACROSS SAID "TRACT NO. 2", AFORESAID "TRACT 13", "TRACT 4", "TRACT 12", "TRACT 9", "TRACT 10", AND "TRACT 1", A DISTANCE OF 5038.71 FEET TO POINT FOR CORNER ON THE NORTHWEST LINE OF SAID "TRACT 1" AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID FAITHON P. LUCAS SR. BOULEVARD. SAME BEING THE SOUTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200600248460, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 22 MINUTES 53 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 1086.42 FET TO A POINT FOR THE EAST CORNER OF SAID CITY OF MESQUITE TRACT;

THENCE, NORTH 44 DEGREES 19 MINUTES 48 SECONDS EAST, CONTINUING ALONG THE NORTHEAST LINE OF SAID "TRACT 1", AFORESAID "TRACT 3", AND "TRACT 4", ALONG THE APPROXIMATE CENTER OF SAID FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 2118.44 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 12,436,355 SQUARE FEET OR 285.50 ACRES OF LAND.

EXHIBIT P-7 – IMPROVEMENT ZONE C LEGAL DESCRIPTION

PID DESCRIPTION – ZONE 3 (ZONE C) 417.080 ACRES

BEING A 417.080 ACRE TRACT OF LAND SITUATED IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1, AND BEING PART OF A 34.5 ACRE TRACT OF LAND CONVEYED AS “TRACT 1”, PART OF A 95.3 ACRE TRACT OF LAND CONVEYED AS “TRACT 4”, ALL OF A CALLED 32 ACRE TRACT OF LAND CONVEYED AS “TRACT 8”, PART OF A CALLED 54.15 ACRE TRACT OF LAND CONVEYED AS “TRACT 9”, PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS “TRACT 10”, PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS “TRACT 12”, PART OF A CALLED 77.4 ACRE TRACT OF LAND CONVEYED AS “TRACT 13”, TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 50 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, GEORGE F. LUCAS IRREVOCABLE DESCENDANT’S TRUST, AS RECORDED IN VOLUME 93013, PAGE 67, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 93.910 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE OF THE GEORGE F. LUCAS IRREVOCABLE DESCENDANTS’ TRUST, AS RECORDED IN VOLUME 93013, PAGE 70, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, PART OF A CALLED 75 ACRE TRACT OF LAND CONVEYED AS “TRACT NO. 2”, TO THE FAITHON PANTELI LUCAS JR. FAMILY TRUST, AS RECORDED IN COUNTY CLERK’S FILE NO. 20050391371, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 72.283 ACRE TRACT OF LAND CONVEYED TO HC SOLTERRA, LLC., AS RECORDED IN COUNTY CLERK’S FILE NO. 202000352309 AND IN COUNTY CLERK’S FILE NO. 202000350279, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A 34.179 ACRE TRACT OF LAND CONVEYED TO HC SOLTERRA, LLC., AS RECORDED IN COUNTY CLERK’S FILE NO. 202000350302, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 417.080 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND FOR THE WEST CORNER OF SAID “TRACT 8”, SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF FAITHON P. LUCAS SR. BOULEVARD, (A VARIABLE WIDTH) RIGHT-OF-WAY. SAME BEING THE SOUTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK’S FILE NO. 200600248460, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 22 MINUTES 53 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 8", SAID "TRACT 1", AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE OF FAITON P. LUCAS SR. BOULEVARD, A DISTANCE OF 1629.26 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 51 DEGREES 18 MINUTES 46 SECONDS EAST, OVER AND ACROSS SAID "TRACT 1", AFORESAID "TRACT 10", AFORESAID "TRACT 9", AFORESAID "TRACT 12", AFORESAID "TRACT 4", AFORESAID "TRACT 13", AND AFORESAID "TRACT NO. 2", A DISTANCE OF 5038.71 FEET TO A POINT FOR CORNER ON THE SOUTHEAST LINE OF SAID "TRACT NO. 2" AND THE COMMON NORTHWEST LINE OF AFORESAID 93.910 ACRE TRACT OF LAND;

THENCE, NORTH 44 DEGREES 24 MINUTES 04 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 42.19 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 93.910 ACRE TRACT AND THE COMMON WEST CORNER OF AN 18.674 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC, AS RECORDED IN COUNTY CLERKS FILE NO. 200900124560, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE NORTHEAST LINE OF SAID 93.910 ACRE TRACT AND THE SOUTHWEST LINE OF SAID 18.674 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 43 DEGREES 25 MINUTES 58 SECONDS EAST, A DISTANCE OF 774.12 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 66 DEGREES 55 MINUTES 58 SECONDS EAST, A DISTANCE OF 1509.42 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 93.910 ACRE TRACT, THE EAST CORNER OF SAID 18.674 ACRE TRACT AND THE SOUTH CORNER OF A 93.102 ACRE TRACT OF LAND CONVEYED AS "TRACT II" TO W.A. RIDGE RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070458237, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF LAWSON ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 14 MINUTES 05 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 93.910 ACRE TRACT, AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 1905.91 FEET TO A 1 INCH IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 93.910 ACRE TRACT AND THE COMMON EAST CORNER OF A 9.997 ACRE TRACT OF LAND CONVEYED TO NORMA J. WHITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 2000232614, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS.;

THENCE, NORTH 45 DEGREES 07 MINUTES 20 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 93.910 ACRE TRACT, A DISTANCE OF 2185.14 FEET TO A 1 INCH IRON PIPE FOUND FOR THE WEST CORNER OF SAID 93.910 ACRE TRACT, SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID "TRACT NO. 2";

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEAST LINE OF "TRACT NO. 2", A DISTANCE OF 820.11 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID "TRACT NO. 2", SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 23.889 ACRE TRACT OF LAND CONVEYED TO MARC S. ENGLISH, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050848444, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID "TRACT NO. 2" AND THE NORTHEAST LINE OF SAID 23.889 ACRE TRACT, A DISTANCE OF 39.71 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 23.889 ACRE TRACT AND THE COMMON EAST CORNER OF AFORESAID 34.179 ACRE TRACT;

THENCE, SOUTH 44 DEGREES 56 MINUTES 37 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 34.179 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 23.889 ACRE TRACT, A DISTANCE OF 1768.63 FEET TO A POINT FOR THE SOUTH CORNER OF SAID 34.179 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 23.889 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 93248, PAGE 2192, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 34.179 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID CITY OF MESQUITE TRACT, AND THE NORTHWEST LINE OF A 56.542 ACRE TRACT OF LAND CONVEYED TO IH 20 IP, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 201800208658, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1785.44 FEET TO A 1" IRON PIPE FOUND FOR THE WEST CORNER OF SAID 34.179 ACRE TRACT AND THE COMMON SOUTH CORNER OF AFORESAID 50 ACRE TRACT;

THENCE, NORTH 45 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 50 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 56.542 ACRE TRACT, AND THE NORTHEAST LINE OF A 48.397 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800334776, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1242.86 FEET TO A 5/8" IRON ROD

WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 50 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF MCKENZIE ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 50 ACRE TRACT AND THE SOUTHEAST LINE OF LOT 2, BLOCK 1 OF RALEIGH ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94065, PAGE 7930, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1757.80 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "DC&A" FOUND FOR THE NORTH CORNER OF SAID 50 ACRE TRACT, SAID POINT BEING ON THE SOUTHWEST LINE OF AFORESAID "TRACT 9";

THENCE, NORTH 45 DEGREES 06 MINUTES 33 SECONDS WEST, ALONG SOUTHWEST LINES OF SAID "TRACT 9", AFORESAID "TRACT 10" AND AFORESAID "TRACT 8", A DISTANCE OF 1947.95 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 18,167,996 SQUARE FEET OR 417.080 ACRES OF LAND.

EXHIBIT P-8 – IMPROVEMENT AREA C-1 LEGAL DESCRIPTION

OWNER’S CERTIFICATION

STATE OF TEXAS)(
COUNTY OF DALLAS)(

WHEREAS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., IS THE SOLE OWNER OF A 90.988 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 164.659 ACRE TRACT OF LAND, CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., AS RECORDED IN COUNTY CLERK’S FILE NO. 202100185294, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 90.988 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND FOR THE WEST CORNER OF SAID 164.659 ACRE TRACT AND THE COMMON NORTH CORNER OF A TRACT OF LAND CONVEYED TO BILL EDWARD BLAIR AND MELINDA KAY BLAIR, AS RECORDED IN VOLUME 83050, PAGE 1471, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF FAITHON P. LUCAS SR. BOULEVARD, (A VARIABLE WIDTH RIGHT-OF-WAY), SAME BEING THE SOUTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK’S FILE NO. 200600248460, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 22 MINUTES 53 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 164.659 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID CITY OF MESQUITE TRACT AND THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 1347.27 FEET TO A 5/8” IRON ROD WITH YELLOW PLASTIC CAP STAMPED “LJA SURVEYING” SET FOR THE NORTH CORNER OF SAID 164.659 ACRE TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 57 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 1352.32 FEET TO A 5/8” IRON ROD WITH YELLOW PLASTIC CAP STAMPED “LJA SURVEYING” SET FOR CORNER;

SOUTH 60 DEGREES 56 MINUTES 27 SECONDS EAST, A DISTANCE OF 633.36 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 46 DEGREES 48 MINUTES 17 SECONDS EAST, A DISTANCE OF 46.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 34 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 527.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 53 MINUTES 27 SECONDS WEST, A DISTANCE OF 1391.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 79 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 176.31 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 28 MINUTES 46 SECONDS, A RADIUS OF 1195.00 FEET, AND A LONG CHORD THAT BEARS NORTH 10 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 57 DEGREES 02 MINUTES 06 SECONDS WEST, A DISTANCE OF 13.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 77 DEGREES 14 MINUTES 02 SECONDS WEST, A DISTANCE OF 220.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 33 DEGREES 08 MINUTES 56 SECONDS WEST, A DISTANCE OF 14.37 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 45 MINUTES 21 SECONDS, A RADIUS OF 955.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 12.60 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 12.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 80 DEGREES 07 MINUTES 11 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 38 MINUTES 02 SECONDS, A RADIUS OF 904.00 FEET, AND A LONG CHORD THAT BEARS NORTH 10 DEGREES 11 MINUTES 50 SECONDS WEST, A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 57 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 13.62 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 33 MINUTES 09 SECONDS, A RADIUS OF 224.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 72 DEGREES 29 MINUTES 30 SECONDS WEST, A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 47 MINUTES 04 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 40 SECONDS, A RADIUS OF 275.50 FEET, AND A LONG CHORD THAT BEARS NORTH 72 DEGREES 48 MINUTES 46 SECONDS EAST, A DISTANCE OF 15.36 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 15.36 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 30 DEGREES 22 MINUTES 33 SECONDS EAST, A DISTANCE OF 14.12 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 22 MINUTES 09 SECONDS, A RADIUS OF 904.00 FEET, AND A

LONG CHORD THAT BEARS NORTH 18 DEGREES 11 MINUTES 58 SECONDS WEST, A DISTANCE OF 100.44 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 100.49 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 30 MINUTES 13 SECONDS, A RADIUS OF 474.50 FEET, AND A LONG CHORD THAT BEARS NORTH 29 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 128.00 FEET;

ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 128.40 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 45.12 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "DC&A" FOUND FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND THE COMMON EAST CORNER OF LOT 2, BLOCK 1 OF RALEIGH ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94065, PAGE 7930, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 06 MINUTES 33 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 164.659 ACRE TRACT, A DISTANCE OF 1947.95 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 90.988 ACRES OF LAND.

EXHIBIT P-9 – IMPROVEMENT AREA C-2 LEGAL DESCRIPTION

SOLTERRA SOUTH – ZONE C, PHASE 2 (PID DESCRIPTION)

BEING A 38.882 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 164.659 ACRE TRACT OF LAND, CONVEYED TO KLLB AIV LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202200041048, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 38.882 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE WEST CORNER OF SAID 164.659 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF LOT 2, BLOCK 1 OF RALEIGH ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94065, PAGE 7930, MAP RECORDS, DALLAS COUNTY, TEXAS AND THE COMMON NORTHWEST LINE OF A 261.730 ACRE TRACT OF LAND CONVEYED TO HC SOLTERRA, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 202100158574, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHWEST CORNER OF SAID 261.730 ACRE TRACT BEARS SOUTH 45 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 1169.14 FEET;

THENCE, NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, ALONG SAID COMMON LINE, PASSING AT A DISTANCE OF 588.65 FEET A 1/2" IRON ROD WITH CAP STAMPED "DC&A" FOUND FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND THE COMMON EAST CORNER OF SAID LOT 2, BLOCK 1, CONTINUING OVER AND ACROSS SAID 164.659 ACRE TRACT, IN ALL, A TOTAL DISTANCE OF 633.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET. SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 30 MINUTES 13 SECONDS, A RADIUS OF 474.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 29 DEGREES 08 MINUTES 10 SECONDS EAST, A DISTANCE OF 128.00 FEET; THENCE, CONTINUING OVER AND ACROSS SAID 164.659 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 128.40 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06 DEGREES 22 MINUTES 09 SECONDS, A RADIUS OF 904.00 FEET, AND A

LONG CHORD THAT BEARS SOUTH 18 DEGREES 11 MINUTES 58 SECONDS EAST, A DISTANCE OF 100.44 FEET;

ALONG SAID COMPOUND CURVE TO THE RIGHT, AN ARC DISTANCE OF 100.49 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 30 DEGREES 22 MINUTES 33 SECONDS WEST, A DISTANCE OF 14.12 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 40 SECONDS, A RADIUS OF 275.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 72 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 15.36 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 15.36 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 18 DEGREES 47 MINUTES 04 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 33 MINUTES 09 SECONDS, A RADIUS OF 224.50 FEET, AND A LONG CHORD THAT BEARS NORTH 72 DEGREES 29 MINUTES 30 SECONDS EAST, 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" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 57 DEGREES 53 MINUTES 37 SECONDS EAST, A DISTANCE OF 13.62 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 38 MINUTES 02 SECONDS, A RADIUS OF 904.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 11 MINUTES 50 SECONDS EAST, 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" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 80 DEGREES 07 MINUTES 11 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-

TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 45 MINUTES 21 SECONDS, A RADIUS OF 955.00 FEET, AND A LONG CHORD THAT BEARS NORTH 10 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 12.60 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 12.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 33 DEGREES 08 MINUTES 56 SECONDS EAST, A DISTANCE OF 14.37 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 77 DEGREES 14 MINUTES 02 SECONDS EAST, A DISTANCE OF 220.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 57 DEGREES 02 MINUTES 06 SECONDS EAST, A DISTANCE OF 13.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 28 MINUTES 46 SECONDS, A RADIUS OF 1195.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 49 MINUTES 27 SECONDS EAST, 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" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 79 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 176.31 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 53 MINUTES 27 SECONDS EAST, A DISTANCE OF 1391.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID SOLTERRA SOUTH, PHASE 1. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 164.659 ACRE TRACT;

THENCE, SOUTH 34 DEGREES 21 MINUTES 47 SECONDS EAST, ALONG SAID NORTHEAST LINE, A DISTANCE OF 527.39 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 164.659 ACRE TRACT;

THENCE, ALONG THE SOUTHEAST LINE OF SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 41 MINUTES 14 SECONDS WEST, A DISTANCE OF 842.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 18 DEGREES 40 MINUTES 33 SECONDS WEST, A DISTANCE OF 172.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 45 MINUTES 19 SECONDS, A RADIUS OF 474.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 69 DEGREES 26 MINUTES 47 SECONDS EAST, A DISTANCE OF 31.09 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 31.10 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 13 DEGREES 09 MINUTES 05 SECONDS WEST, A DISTANCE OF 76.91 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 21 DEGREES 26 MINUTES 42 SECONDS WEST, A DISTANCE OF 64.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, DEPARTING SAID SOUTHEAST LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 29 DEGREES 23 MINUTES 54 SECONDS WEST, A DISTANCE OF 149.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 60 DEGREES 36 MINUTES 06 SECONDS WEST, A DISTANCE OF 3.05 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 35 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 29 DEGREES 23 MINUTES 54 SECONDS WEST, A DISTANCE OF 18.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 15 MINUTES 46 SECONDS, A RADIUS OF 310.00 FEET, AND A

LONG CHORD THAT BEARS SOUTH 39 DEGREES 01 MINUTE 47 SECONDS WEST, A DISTANCE OF 103.73 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 104.22 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 48 DEGREES 39 MINUTES 40 SECONDS WEST, A DISTANCE OF 38.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 42 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 48 DEGREES 39 MINUTES 40 SECONDS WEST, A DISTANCE OF 91.90 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 91.90 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 14 DEGREES 20 MINUTES 33 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 03 MINUTES 13 SECONDS WEST, A DISTANCE OF 24.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04 DEGREES 50 MINUTES 06 SECONDS, A RADIUS OF 210.00 FEET, AND A LONG CHORD THAT BEARS NORTH 22 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 17.72 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 17.72 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 33 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 19.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 45 MINUTES 32 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 61 DEGREES 16 MINUTES 10 SECONDS WEST, A DISTANCE OF 254.72 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 256.40 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 29 DEGREES 26 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.47 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 75 DEGREES 48 MINUTES 02 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 57 DEGREES 50 MINUTES 44 SECONDS WEST, A DISTANCE OF 14.47 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 16 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS NORTH 87 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 311.09 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 314.19 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 22 DEGREES 01 MINUTE 14 SECONDS EAST, A DISTANCE OF 6.52 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06 DEGREES 57 MINUTES 42 SECONDS, A RADIUS OF 359.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 38 DEGREES 05 MINUTES 27 SECONDS WEST, A DISTANCE OF 43.59 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 43.62 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 41 DEGREES 34 MINUTES 18 SECONDS WEST, A DISTANCE OF 85.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 19 MINUTES 42 SECONDS, A RADIUS OF 374.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 47 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 80.32 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 80.47 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT;

THENCE, ALONG THE SOUTHWEST LINE OF SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 36 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13 DEGREES 43 MINUTES 30 SECONDS, A RADIUS OF 264.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 45 MINUTES 45 SECONDS WEST, A DISTANCE OF 63.09 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 63.24 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 22 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 152.18 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 57 MINUTES 52 SECONDS WEST, A DISTANCE OF 381.54 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 16.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 57 MINUTES 52 SECONDS WEST, A DISTANCE OF 231.98 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 38.882 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT P-10 – IMPROVEMENT AREA C-3 LEGAL DESCRIPTION

TRACT 1 – PHASE 3A

BEING A 5.478 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 164.659 ACRE TRACT OF LAND, CONVEYED TO KLLB AIV LLC, AS RECORDED IN COUNTY CLERK'S FILE NO.202200041048, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 5.478 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET. SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17 DEGREES 29 MINUTES 31 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 81 DEGREES 54 MINUTES 21 SECONDS EAST, A DISTANCE OF 196.30 FEET;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SOLTERRA SOUTH, PHASE 2 AND ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 197.07 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, DEPARTING THE SOUTH LINE OF SAID SOLTERRA SOUTH, PHASE 2, A DISTANCE OF 395.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 25.33 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, PASSING AT A DISTANCE OF 120.00 FEET AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF A 237.562

ACRE TRACT OF LAND CONVEYED TO SOLTERRA SOUTH, LLC AS RECORDED IN COUNTY CLERK'S FILE NO. 202100180730, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 164.659 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 237.562 ACRE TRACT OF LAND, IN ALL A TOTAL DISTANCE OF 342.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

THENCE, ALONG THE COMMON LINES OF SAID 164.659 ACRE TRACT AND SAID 237.562 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 58.42 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 02 MINUTES 44 SECONDS, A RADIUS OF 275.50 FEET, AND A LONG CHORD THAT BEARS NORTH 14 DEGREES 02 MINUTES 50 SECONDS WEST, A DISTANCE OF 57.81 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 57.92 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 08 DEGREES 01 MINUTES 28 SECONDS WEST, A DISTANCE OF 14.47 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 47 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 15.37 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 121.93 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 14.92 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 17 DEGREES 33 MINUTES 04 SECONDS WEST, A DISTANCE OF 93.79 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF

A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 44 MINUTES 09 SECONDS, A RADIUS OF 200.00 FEET, AND A LONG CHORD THAT BEARS NORTH 55 DEGREES 31 MINUTES 28 SECONDS EAST, A DISTANCE OF 20.01 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 20.02 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 28 DEGREES 12 MINUTES 00 SECONDS WEST, A DISTANCE OF 34.62 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 51 DEGREES 26 MINUTES 57 SECONDS EAST, A DISTANCE OF 70.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 38 MINUTES 46 SECONDS, A RADIUS OF 209.50 FEET, AND A LONG CHORD THAT BEARS NORTH 33 DEGREES 11 MINUTES 53 SECONDS WEST, A DISTANCE OF 78.68 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 79.15 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 22 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 21.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 67 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 122.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 51 MINUTES 40 SECONDS, A RADIUS OF 374.00 FEET, AND A LONG CHORD THAT BEARS NORTH 54 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 167.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, PASSING AT AN ARC DISTANCE OF 89.59 FEET A SOUTHWEST CORNER OF AFORESAID SOLTERRA SOUTH, PHASE 2, AND CONTINUING ALONG THE SOUTH LINE OF SAID SOLTERRA SOUTH, PHASE 2 IN ALL A TOTAL ARC DISTANCE OF 168.81 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 41 DEGREES 34 MINUTES 18 SECONDS EAST, A DISTANCE OF 85.38 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 57 MINUTES 42 SECONDS, A RADIUS OF 359.00 FEET, AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 43.59 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 43.62 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET CORNER;

NORTH 22 DEGREES 01 MINUTES 14 SECONDS WEST, A DISTANCE OF 6.52 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 5.478 ACRES OF LAND.

TRACT 2 (PHASE 3B)

BEING A 29.312 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 164.659 ACRE TRACT OF LAND, CONVEYED TO KLLB AIV LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202200041048, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 29.312 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF A 237.562 ACRE TRACT OF LAND CONVEYED TO SOLTERRA SOUTH, LLC AS RECORDED IN COUNTY CLERK'S FILE NO. 202100180730, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 69 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 25.33 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 171.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 395.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER. SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10 DEGREES 23 MINUTES 45 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS NORTH 84 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 116.96 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 164.659 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 117.12 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 57 DEGREES 50 MINUTES 44 SECONDS EAST, A DISTANCE OF 14.47 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 75 DEGREES 48 MINUTES 02 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 26 MINUTES 48 SECONDS EAST, A DISTANCE OF 14.47 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 47 MINUTES 31 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS NORTH 61 DEGREES 15 MINUTES 11 SECONDS EAST, A DISTANCE OF 255.09 FEET

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 256.78 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 32 DEGREES 54 MINUTES 30 SECONDS EAST, A DISTANCE OF 19.64 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF

A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 12 MINUTES 11 SECONDS, A RADIUS OF 200.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 22 DEGREES 09 MINUTES 18 SECONDS EAST, A DISTANCE OF 14.67 FEET

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 14.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 03 MINUTES 13 SECONDS EAST, A DISTANCE OF 28.15 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 03 MINUTES 12 SECONDS EAST, A DISTANCE OF 91.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 48 DEGREES 39 MINUTES 40 SECONDS EAST, A DISTANCE OF 91.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 42 DEGREES 57 MINUTES 02 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 48 DEGREES 39 MINUTES 40 SECONDS EAST, A DISTANCE OF 38.85 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19 DEGREES 15 MINUTES 46 SECONDS, A RADIUS OF 310.00 FEET, AND A LONG CHORD THAT BEARS NORTH 39 DEGREES 01 MINUTES 47 SECONDS EAST, A DISTANCE OF 103.73 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 104.22 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 23 MINUTES 54 SECONDS EAST, A DISTANCE OF 18.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 35 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 60 DEGREES 36 MINUTES 06 SECONDS EAST, A DISTANCE OF 3.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 23 MINUTES 54 SECONDS EAST, A DISTANCE OF 149.58 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 21 DEGREES 26 MINUTES 42 SECONDS EAST, A DISTANCE OF 20.35 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 237.562 ACRE TRACT;

THENCE, ALONG THE COMMON LINES OF SAID 164.659 ACRE TRACT AND SAID 237.562 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 61 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 52.83 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 60 DEGREES 36 MINUTES 06 SECONDS EAST, A DISTANCE OF 102.69 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 57 DEGREES 16 MINUTES 13 SECONDS EAST, A DISTANCE OF 54.75 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 54 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 52 DEGREES 16 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 49 DEGREES 33 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 46 DEGREES 50 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 41 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 38 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 35 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 33 DEGREES 20 MINUTES 46 SECONDS EAST, A DISTANCE OF 53.63 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 50 DEGREES 46 MINUTES 38 SECONDS EAST, A DISTANCE OF 113.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 39 DEGREES 13 MINUTES 22 SECONDS WEST, A DISTANCE OF 249.23 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 13 MINUTES 11 SECONDS, A RADIUS OF 209.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 32 DEGREES 36 MINUTES 46 SECONDS WEST, A DISTANCE OF 48.23 FEET

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 48.34 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 61 DEGREES 32 MINUTES 25 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 22 DEGREES 43 MINUTES 09 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 73 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39 DEGREES 30 MINUTES 20 SECONDS, A RADIUS OF 209.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 19 MINUTES 02 SECONDS EAST, A DISTANCE OF 141.61 FEET

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 144.45 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 67.18 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 21 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 24 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 205.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 270.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 21 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 24 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 305.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 130.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 32.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 305.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 29.312 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

APPENDIX A – ENGINEER’S REPORT

[Remainder of page intentionally left blank.]



May 17, 2023

**Engineer's Report
Solterra Public Improvement District (PID)
Cartwright Road & F.P. Lucas Boulevard
City of Mesquite, Dallas County, Texas**

Introduction:

Solterra is a proposed single-family development consisting of 3,324 single-family homes generally located at Cartwright Road & F.P. Lucas Boulevard in Mesquite, Texas, as shown in Exhibit A-1. This Engineering Report includes the documents requested by the City of Mesquite for the formation of the Public Improvement District (PID) and the issuance of bonds by the City. Bonds are to be used to finance public infrastructure improvements vital for the development within the PID.

Development Costs:

The Engineer's Opinion of Probable Cost has been prepared for all on-site and off-site infrastructure. Please see the attached cost estimates for the following –

1. Solterra Zone A, Improvement Area A-1
2. Solterra Zone C, Phase 1
3. Solterra Zone C, Phase 2
4. Solterra Zone C, Phase 3
5. Solterra Zone A Remainder
6. Solterra Zone C Remainder
7. Solterra Zone B

Development Improvements:

Development improvements have been classified as Major, Zone, PID, and Private improvements for excavation, water, sewer, storm, paving and landscape. (Exhibits I-1 through I-5)

Development Schedule:

Design Stage

Site plans for the development have been approved by the City of Mesquite for Zone A, Phases 1-5, and Zone C, Phases 1-4. A site plan for the remainder of the development will be required for the completion of the development and prior to the design/construction stages.

An overall flood study has been approved by the City of Mesquite and a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA.

The design of infrastructure improvements has been completed and approved by the City of Mesquite for Zone A, Phases 1-4 and Zone C, Phases 1-3.

Construction Phase

The infrastructure improvements for the Solterra Zone A, Improvement Area A-1.1, and A-1.2 development are estimated to be completed by June 2023. The infrastructure improvements for the Solterra, Zone A, Improvement Area A-1.3 development is estimated to be completed in the third quarter of 2023. The infrastructure improvements for Solterra Zone C, Phase 1, are expected to be complete by the third quarter of 2023. The infrastructure improvements for Solterra Zone C, Phase 2, are expected to be complete by the first quarter of 2024. The infrastructure improvements for Solterra Zone C, Phase 3, are expected to be complete by the third quarter 2024.



05/17/2023

A handwritten signature in blue ink, appearing to read "JAISON M. STEPHEN", written over a light blue horizontal line.

**SOLTERRA ZONE A
PHASE 1 OPC SAP**

SUMMARY

OVERALL SUMMARY	
A. EXCAVATION	\$ 9,111,082
B. SANITARY SEWER SYSTEM	\$ 5,793,355
C. STORM SEWER SYSTEM	\$ 11,094,632
D. WATER DISTRIBUTION SYSTEM	\$ 7,596,417
E. STREET & ALLEY PAVING	\$ 13,101,357
F. RETAINING WALLS	\$ 2,152,660
G. MISCELLANEOUS ITEMS	\$ 2,479,580
H. LANDSCAPING	\$ 20,150,761
I. ENGINEERING/TESTING/INSPECTION	\$ 8,071,750
<i>SUB-TOTAL:</i>	\$ 79,551,594
<i>5% CONTINGENCY:</i>	\$ 3,977,800
TOTAL CONSTRUCTION COSTS:	\$ 83,529,394
<i>LOT COUNT:</i>	787
<i>COST / LOT:</i>	\$106,200
<i>NET DEVELOPABLE ACREAGE:</i>	236.54
<i>COST / DEVELOPABLE ACRE:</i>	\$353,200
<i>TOTAL GROSS ACREAGE:</i>	246.54
<i>COST / GROSS ACRE:</i>	\$338,900

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsxm

GENERAL

- 1 **OPC dated May 21, 2021, was updated to reflect revised pricing for Phase 1 Major, Zone, PID, and Private Improvements.**
- 2 The subject tract is located within the City of Mesquite.
- 3 This estimate uses the current water, sewer, paving, and storm drainage design criteria specified by the City of Mesquite.
- 4 Costs per lot were obtained using construction costs for phases 1A, 1B, 1C and 1D.
- 5 Unit prices do not reflect rock excavation.
- 6 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 7 Impact fees, assessments, credits, etc. are not included in the estimate.
- 8 This estimate does not include tree survey or tree mitigations.
- 9 This estimate is based on environmental reports and wetlands determinations.
- 10 Costs of a flood study and FEMA processing are included in this estimate.
- 11 Off-site easements and Right-of-Way acquisitions are the responsibility of the developer. This estimate assumes the easements that may be needed to support the infrastructure, include the offsite collector Right-of-Way, landscape infrastructure easements, sanitary sewer trunk line easements, and drainage easements to convey runoff from property site to the creek.
- 12 The fees listed were provided by The City of Mesquite.
- 13 This estimate assumes Lucas Boulevard improvements will be constructed by others.

WATER

- 1 Water line includes all fittings, tees, crosses, etc.
- 2 Fire hydrant assembly includes all fittings, tees and valves.
- 3 Assumes all waterlines are less than 10' deep.
- 4 This estimate was performed without the benefit of a water model.
- 5 This estimate does not include cost to remove and relocate existing waterlines.
- 6 This estimate assumes there are no water wells on site.
- 7 Waterline in 80' ROW in Lakeside Trail and Solterra Boulevard is assumed to be a Zone A Improvement.
- 8 18" waterline through floodplain from Lucas Boulevard to Creekside Drive is assumed to be a CIP costs. No other CIP waterline improvement costs are included in this estimate.
- 9 18" waterline cost does not include connection to existing waterline.

SANITARY SEWER

- 1 Sanitary sewer lines provided to future phases through Phases 1D, 1E and 1G are assumed to be a Zone A Improvement.
- 2 This estimate assumes connection to the existing sanitary sewer transmission lines. No costs for improvements to existing sewer lines are anticipated in this estimate.
- 3 Sewer testing includes TV testing.

STORM DRAINAGE

- 1 This estimate was prepared based on the approved FEMA CLOMR issued January 7, 2022, for South Mesquite Creek adjacent to the Solterra development.
- 2 It is assumed that one CLOMR is needed for the entire Solterra Tract. These costs are assumed to be split 50/50 between the South Tract and the North tract of Solterra.
- 3 This estimate assumes any out-of-phase and offsite easements will be obtained for a drainage easement for storm outfalls. The costs associated with this are not included in this estimate.
- 4 Storm sewer in Lakeside Trail, Solterra Boulevard and Cartwright Road are assumed to be Major Improvements.
- 5 Bridge and culvert costs in Solterra Boulevard are assumed to be a Major Improvement.
- 6 Lucas Lake outfall structure is assumed to be a Major Improvement.

GRADING

- 1 This estimate assumes a grading permit fee per the City of Mesquite. Fee includes a \$100 permit fee, \$500 for the 1st Acre of disturbed land, and \$100 for each additional acre (rounded up). For this estimate disturbed acres are assumed to be the net developable acres.
- 2 Lucas Lake grading is assumed to be a Major Improvement.

PAVING

- 1 This estimate is based on the following street section:
 - 60' ROW Undivided: 37' B-B, 8" reinforced concrete (section has a 4.32" crown based on City of Mesquite max 2% cross slope)
 - 51' ROW: 31' B-B, 6" reinforced concrete with 6" lime subgrade (section has a 3.60" crown) (not a City of Mesquite section)
 - 80' ROW Divided: 2 x 21' B-B, 8" reinforced concrete with 8" lime subgrade
 - 20' ROW: 12' E-E, 8" reinforced concrete with 6" lime subgrade (section has a 5" invert)
 City of Mesquite has the above dimensions for alleys in their manual, however their detail has an 18' ROW.

OPINION OF PROBABLE COST- SOLTERRA ZONE A PHASE 1 OPC SAP

S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP - Notes.docx

Residential Roundabout entry lanes: 19' B-B, 8" reinforced concrete with 8" lime subgrade

Residential Roundabout: 8" reinforced concrete with 8" lime subgrade (Truck apron included)

City of Mesquite does not have a roundabout detail, Highbridge roundabout from city of Crandall was assumed

- 2 This estimate uses a Traffic Impact Analysis, produced by LJA and dated June 2020.
 - Offsite recommended improvements are assumed as a 0% shared cost to the Solterra development. It is assumed these improvements will be City projects and funded from the Road Impact Fee program.
 - This estimate assumes any additional proposed left and right turn lanes, not shown on the 99% plans, to be additional cost to the Faithon P. Lucas, Sr. Boulevard. Plan verification confirms 2 proposed left-turn lanes and 1 median opening have been contemplated and therefore not considered in this estimate.
- 3 This estimate includes cost for 1 left-turn lanes and 1 right-turn lanes on Cartwright Road at the intersection of Bear Drive.
- 4 Estimate includes cost of traffic signalization improvements at Cartwright Road and Bear Drive.
- 5 Estimate does not include onsite road signalization; additional pavement markings and traffic signs may be required.
- 6 Paving improvements in Lakeside Trail from Lucas Boulevard to roundabout and east of roundabout through Solterra Boulevard to Cartwright Road are assumed to be Major Improvements.

MISCELLANEOUS

- 1 Electricity is not included in this estimate.
- 2 This estimate includes an allowance for gas at \$500 per lot.
- 3 This estimate assumes there are no existing gas lines.
- 4 This cost estimate does not include county plat filling costs.
- 5 This estimate does not include Cartwright Road and Twin Oaks Drive overhead electric and street light relocations.

LANDSCAPING

- 1 Hardscaping and landscaping are included in this estimate.

OPINION OF PROBABLE COST- SOLTERRA ZONE A PHASE 1 OPC SAP

S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP - Notes.docx

**SOLTERRA ZONE A
PHASE 1 OPC SAP**

SUMMARY

	Phase 1 Private	Phase 1 PID	Major Improvements	Zone A Improvements	CIP Projects	Phase 1 Total
OVERALL SUMMARY						
A. EXCAVATION	\$ 2,456,103.34	\$ 2,450,773	\$ 3,180,847	\$ 1,023,359		\$ 9,111,082
B. SANITARY SEWER SYSTEM		\$ 4,677,782		\$ 1,115,573		\$ 5,793,355
C. STORM SEWER SYSTEM		\$ 6,579,075	\$ 1,482,917	\$ 3,032,640		\$ 11,094,632
D. WATER DISTRIBUTION SYSTEM		\$ 4,975,077		\$ 954,474	\$ 1,666,865	\$ 7,596,417
E. STREET & ALLEY PAVING		\$ 9,838,029	\$ 3,263,328			\$ 13,101,357
F. RETAINING WALLS	\$ 2,152,660.21					\$ 2,152,660
G. MISCELLANEOUS ITEMS	\$ 2,479,580.17					\$ 2,479,580
H. LANDSCAPING	\$ 12,469,349.36	\$ 49,725	\$ 7,026,480	\$ 605,206		\$ 20,150,761
I. ENGINEERING/TESTING/INSPECTION	\$ 2,184,250.00	\$ 3,045,100	\$ 1,895,300	\$ 791,300	\$ 155,800	\$ 8,071,750
<i>SUB-TOTAL:</i>	\$ 21,741,943	\$ 31,615,561	\$ 16,848,872	\$ 7,522,552	\$ 1,822,665	\$ 79,551,594
<i>5% CONTINGENCY:</i>	\$ 1,087,100	\$ 1,580,800	\$ 842,500	\$ 376,200	\$ 91,200	\$ 3,977,800
TOTAL CONSTRUCTION COSTS:	\$22,829,043	\$33,196,361	\$17,691,372	\$7,898,752	\$1,913,865	\$83,529,394
<i>LOT COUNT:</i>	787	787	3,324	1,760		787
<i>COST / LOT:</i>	\$29,100	\$42,200	\$5,400	\$4,500		\$106,200
<i>NET DEVELOPABLE ACREAGE:</i>	236.54	236.54				236.54
<i>COST / DEVELOPABLE ACRE:</i>	\$96,600	\$140,400				\$353,200
<i>TOTAL GROSS ACREAGE:</i>	246.54	246.54				246.54
<i>COST / GROSS ACRE:</i>	\$92,600	\$134,700				\$338,900

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

PATH: S:\W\TX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsx

SOLTERRA ZONE A PHASE 1 OPC SAP

DETAIL

PHASE 1 - PRIVATE

Lots: 787 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$1,297.53	20.	\$25,950.60
40' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$2,752.73	200.	\$550,546.00
50' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$3,452.32	278.	\$959,744.96
60' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$3,970.58	132.	\$524,116.56
70' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$4,732.78	46.	\$217,707.88
22' TOWNHOUSE PRODUCT: EXCAVATION (PRIVATE)	LOT	\$1,603.94	111.	\$178,037.34
TOTAL EXCAVATION				\$ 2,456,103.34

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL SANITARY SEWER SYSTEM				\$ 0.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STORM SEWER SYSTEM				\$ 0.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL WATER DISTRIBUTION SYSTEM				\$ 0.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STREET & ALLEY PAVING				\$ 0.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$1,848.51	20.	\$36,970.20
40' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$2,453.54	200.	\$490,708.00
50' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$3,029.02	278.	\$842,067.56
60' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$3,447.10	132.	\$455,017.20
70' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$4,123.60	46.	\$189,685.60
22' TOWNHOUSE PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$1,245.15	111.	\$138,211.65
TOTAL RETAINING WALLS				\$ 2,152,660.21

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$937.50	20.	\$18,750.00
40' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$1,205.31	200.	\$241,062.00
50' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$1,521.58	278.	\$422,999.24
60' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$1,757.58	132.	\$232,000.56
70' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$2,125.00	46.	\$97,750.00
22' TOWNHOUSE PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$608.11	111.	\$67,500.21
ROW DEDICATION	ACRE	\$22,882.90	61.16	\$1,399,518.16
TOTAL MISCELLANEOUS ITEMS				\$ 2,479,580.17

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
AMENITY CENTER - PHASE 1	LS	\$10,590,671.00	1.	\$10,590,671.00
TREEHOUSE PARK - PHASE 1	LS	\$1,300,000.00	1.	\$1,300,000.00
NEIGHBORHOOD POCKET PARKS - PHASE 1	LS	\$495,852.50	1.	\$495,852.50
NATIVE SPACE IMPROVEMENTS - PHASE 1	LS	\$82,825.86	1.	\$82,825.86
TOTAL LANDSCAPING				\$ 12,469,349.36

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsxm

SOLTERRA ZONE A PHASE 1 OPC SAP

DETAIL

PHASE 1 - PRIVATE

Lots: 787 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PRIVATE)	PERCENT	1.0% \$	19,557,693.08	\$195,600.00
GEOTECH TESTING (EXCAVATION)	PERCENT	1.0% \$	2,456,103.34	\$24,600.00
PLAN REVIEW FEE	PERCENT	0.2% \$	7,088,343.72	\$14,200.00
GRADING PERMIT FEE (PHASE 1)	LS	\$14,500.00	1.	\$14,500.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES - PH 1	LOT	\$500.00	787.	\$393,500.00
LANDSCAPE ARCHITECT FEE - PH 1 (PRIVATE)	PERCENT	7.0% \$	12,469,349.36	\$872,900.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	787.	\$275,450.00
FRANCHISE FEES				
GAS DISTRIBUTION ALLOWANCE	LOT	\$500.00	787.	\$393,500.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 2,184,250.00

SUMMARY

A. EXCAVATION	\$	2,456,103.34
B. SANITARY SEWER SYSTEM	\$	-
C. STORM SEWER SYSTEM	\$	-
D. WATER DISTRIBUTION SYSTEM	\$	-
E. STREET & ALLEY PAVING	\$	-
F. RETAINING WALLS	\$	2,152,660.21
G. MISCELLANEOUS ITEMS	\$	2,479,580.17
H. LANDSCAPING	\$	12,469,349.36
I. ENGINEERING/TESTING/INSPECTION	\$	2,184,250.00

SUB-TOTAL: \$21,741,943.08

OVERALL CONTINGENCIES: 5% \$1,087,100.00

TOTAL CONSTRUCTION COSTS: \$22,829,043.08

LOT COUNT:	787	COST / LOT:	\$29,100
LF OF STREET:	-	COST / LF OF STREET:	-
NET DEVELOPABLE ACREAGE:	236.54	COST / DEVELOPABLE ACRE:	\$96,600
TOTAL GROSS ACREAGE:	246.54	COST / GROSS ACRE:	\$92,600

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsm

SOLTERRA ZONE A PHASE 1 OPC SAP

DETAIL

PHASE 1 - PID

Lots: 787 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$3,114.07	20.	\$62,281.40
40' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$3,114.07	200.	\$622,814.00
50' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$3,114.07	278.	\$865,711.46
60' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$3,114.07	132.	\$411,057.24
70' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$3,114.07	46.	\$143,247.22
22' TOWNHOUSE PRODUCT: EXCAVATION (PUBLIC)	LOT	\$3,114.07	111.	\$345,661.77
TOTAL EXCAVATION				\$ 2,450,773.09

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$3,890.26	20.	\$77,805.20
40' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$5,322.04	200.	\$1,064,408.00
50' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$6,605.65	278.	\$1,836,370.70
60' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$7,544.75	132.	\$995,907.00
70' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$9,133.65	46.	\$420,147.90
22' TOWNHOUSE PRODUCT: SANITARY SEWER SYSTEM	LOT	\$2,550.84	111.	\$283,143.24
TOTAL SANITARY SEWER SYSTEM				\$ 4,677,782.04

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$6,350.63	20.	\$127,012.60
40' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$7,750.64	200.	\$1,550,128.00
50' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$9,049.94	278.	\$2,515,883.32
60' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$9,954.40	132.	\$1,313,980.80
70' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$11,550.95	46.	\$531,343.70
22' TOWNHOUSE PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$4,871.41	111.	\$540,726.51
TOTAL STORM SEWER SYSTEM				\$ 6,579,074.93

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$4,117.05	20.	\$82,341.00
40' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$5,698.37	200.	\$1,139,674.00
50' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$7,023.75	278.	\$1,952,602.50
60' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$7,984.58	132.	\$1,053,964.56
70' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$9,637.63	46.	\$443,330.98
22' TOWNHOUSE PRODUCT: WATER DISTRIBUTION SYSTEM	LOT	\$2,731.21	111.	\$303,164.31
TOTAL WATER DISTRIBUTION SYSTEM				\$ 4,975,077.35

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$8,233.96	20.	\$164,679.20
40' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$11,139.03	200.	\$2,227,806.00
50' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$13,912.21	278.	\$3,867,594.38
60' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$15,888.54	132.	\$2,097,287.28
70' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$19,125.51	46.	\$879,773.46
22' TOWNHOUSE PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$5,413.41	111.	\$600,888.51
TOTAL STREET & ALLEY PAVING				\$ 9,838,028.83

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL RETAINING WALLS				\$ 0.00

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

\\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsxm

SOLTERRA ZONE A PHASE 1 OPC SAP

DETAIL

PHASE 1 - PID

Lots: 787 ||

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL MISCELLANEOUS ITEMS				\$ 0.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
RESIDENTIAL SIDEWALK IMPROVEMENTS - PHASE 1	LS	\$49,725.00	1.	\$49,725.00
TOTAL LANDSCAPING				\$ 49,725.00

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0%	\$ 28,520,736.24	\$ 1,140,900.00
GEOTECH TESTING (PAVING & UTILITIES)	PERCENT	1.0%	\$ 26,069,963.15	\$ 260,700.00
PLAN REVIEW FEE	PERCENT	0.2%	\$ 28,520,736.24	\$ 57,100.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES - PH 1 (PID)	LOT	\$1,700.00	787.	\$ 1,337,900.00
RESIDENT PROJECT ENGINEER - PH 1 (PID)	LS	\$150,000.00	1.	\$ 150,000.00
SITE PLAN - PH 1	LS	\$95,000.00	1.	\$ 95,000.00
LANDSCAPE ARCHITECT FEE - PH 1 (PID)	PERCENT	7.0%	\$ 49,725.00	\$ 3,500.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 3,045,100.00

SUMMARY

A. EXCAVATION		\$	2,450,773.09
B. SANITARY SEWER SYSTEM		\$	4,677,782.04
C. STORM SEWER SYSTEM		\$	6,579,074.93
D. WATER DISTRIBUTION SYSTEM		\$	4,975,077.35
E. STREET & ALLEY PAVING		\$	9,838,028.83
F. RETAINING WALLS		\$	-
G. MISCELLANEOUS ITEMS		\$	-
H. LANDSCAPING		\$	49,725.00
I. ENGINEERING/TESTING/INSPECTION		\$	3,045,100.00
<i>SUB-TOTAL:</i>			\$31,615,561.24
<i>OVERALL CONTINGENCIES:</i>			5% \$1,580,800.00
TOTAL CONSTRUCTION COSTS:			\$33,196,361.24
<i>LOT COUNT:</i>	787	<i>COST / LOT:</i>	\$42,200
<i>LF OF STREET:</i>	-	<i>COST / LF OF STREET:</i>	-
<i>NET DEVELOPABLE ACREAGE:</i>	236.54	<i>COST / DEVELOPABLE ACRE:</i>	\$140,400
<i>TOTAL GROSS ACREAGE:</i>	246.54	<i>COST / GROSS ACRE:</i>	\$134,700

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

\\P\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsxm

SOLTERRA ZONE A PHASE 1 OPC SAP

DETAIL

PHASE 1 - MAJOR IMPROVEMENTS Lots: 3324 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
LUCAS LAKE GRADING	LS	\$3,180,847.00	1.	\$3,180,847.00
TOTAL EXCAVATION				\$ 3,180,847.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL SANITARY SEWER SYSTEM				\$ 0.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" RCP	LF	\$83.20	356.	\$29,619.20
21" RCP	LF	\$90.88	1,229.	\$111,691.52
24" RCP	LF	\$122.62	180.	\$22,071.60
27" RCP	LF	\$123.69	495.	\$61,226.55
30" RCP	LF	\$127.80	73.	\$9,329.40
42" RCP	LF	\$239.08	107.	\$25,581.56
48" RCP	LF	\$200.00	157.	\$31,400.00
60" RCP	LF	\$407.01	50.	\$20,350.50
5' INLET	EA	\$4,351.71	4.	\$17,406.84
10' INLET	EA	\$5,281.74	4.	\$21,126.96
15' INLET	EA	\$8,238.49	5.	\$41,192.45
20' INLET	EA	\$9,678.06	2.	\$19,356.12
INLET PROTECTION	EA	\$250.00	15.	\$3,750.00
4' STORM SEWER MANHOLE	EA	\$7,707.36	2.	\$15,414.72
6'x5' RCB	LF	\$400.00	28.	\$11,200.00
24" HEADWALL	EA	\$2,300.00	1.	\$2,300.00
27" HEADWALL	EA	\$2,608.00	1.	\$2,608.00
42" HEADWALL	EA	\$4,760.77	1.	\$4,760.77
12" GROUTED ROCK RIPRAP	SY	\$98.00	8.	\$784.00
TRENCH SAFETY	LF	\$1.00	2,647.	\$2,647.00
LAKE OUTFALL STRUCTURE	LS	\$1,000,000.00	1.	\$1,000,000.00
BONDS	PERCENT	2.0%	\$ 1,453,817.19	\$29,100.00
LAND COST	ACRE	\$22,882.90	40.06	\$916,574.56
TOTAL STORM SEWER SYSTEM				\$ 1,482,917.19

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL WATER DISTRIBUTION SYSTEM				\$ 0.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT	SY	\$66.30	19,118.	\$1,267,523.40
8" SUBGRADE PREPERATION	SY	\$3.05	22,396.	\$68,307.80
HYDRATED LIME	TON	\$245.00	471.	\$115,395.00
BARRIER FREE RAMPS	EA	\$2,500.00	28.	\$70,000.00
STAMPED CONCRETE	SY	\$248.00	878.11	\$217,771.56
PAVEMENT HEADER	LF	\$10.00	73.	\$730.00
STRIPING - 4" STRIPE	LF	\$4.80	2,000.	\$9,600.00
REMOVE BARRICADE	EA	\$600.00	2.	\$1,200.00
SOLTERRA BLVD LAKE CROSSING (BRIDGE)	LS	\$1,000,000.00	1.	\$1,000,000.00
SIGNALIZATION OF SOLTERRA BLVD/CARTWRIGHT ROAD	LS	\$200,000.00	1.	\$200,000.00
RIGHT-TURN LANE - CARTWRIGHT ROAD	EA	\$125,000.00	1.	\$125,000.00
LEFT-TURN LANE - CARTWRIGHT ROAD	EA	\$125,000.00	1.	\$125,000.00
BONDS	PERCENT	2.0%	\$ 3,137,727.76	\$62,800.00
TOTAL STREET & ALLEY PAVING				\$ 3,263,327.76

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsxm

SOLTERRA ZONE A PHASE 1 OPC SAP

DETAIL

PHASE 1 - MAJOR IMPROVEMENTS Lots: 3324 ||

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL RETAINING WALLS				\$ 0.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL MISCELLANEOUS ITEMS				\$ 0.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MAIN ENTRY PARK - PHASE 1 MAJOR	LS	\$1,019,460.00	1.	\$1,019,460.00
STREETScape IMPROVEMENTS - PHASE 1 MAJOR	LS	\$3,270,660.77	1.	\$3,270,660.77
POND IMPROVEMENTS - PHASE 1 MAJOR	LS	\$1,377,752.22	1.	\$1,377,752.22
FLOODPLAIN IMPROVEMENTS - PHASE 1 MAJOR	LS	\$928,092.88	1.	\$928,092.88
ELECTRICAL EASEMENT IMPROVEMENTS - PHASE 1 MAJOR	LS	\$430,514.50	1.	\$430,514.50
TOTAL LANDSCAPING				\$ 7,026,480.37

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0% \$	14,953,572.32	\$598,200.00
GEOTECH TESTING (EXCAVATION, PAVING & UTILITIES)	PERCENT	1.0% \$	7,927,091.95	\$79,300.00
PLAN REVIEW FEE	PERCENT	0.2% \$	7,927,091.95	\$15,900.00
<i>SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES</i>				<i>\$693,400.00</i>
PROFESSIONAL FEES				
ENGINEERING/SURVEYING FEES (MAJOR)	LS	\$500,000.00	1.	\$500,000.00
RESIDENT PROJECT ENGINEER (MAJOR)	LS	\$75,000.00	1.	\$75,000.00
LANDSCAPE ARCHITECT FEE (MAJOR)	PERCENT	7.0% \$	7,026,480.37	\$491,900.00
WATER APPROPRIATIONS PERMIT	LS	\$35,000.00	1.	\$35,000.00
DAM SAFETY PERMITTING	LS	\$100,000.00	1.	\$100,000.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 1,895,300.00

SUMMARY

A. EXCAVATION	\$ 3,180,847.00
B. SANITARY SEWER SYSTEM	\$ -
C. STORM SEWER SYSTEM	\$ 1,482,917.19
D. WATER DISTRIBUTION SYSTEM	\$ -
E. STREET & ALLEY PAVING	\$ 3,263,327.76
F. RETAINING WALLS	\$ -
G. MISCELLANEOUS ITEMS	\$ -
H. LANDSCAPING	\$ 7,026,480.37
I. ENGINEERING/TESTING/INSPECTION	\$ 1,895,300.00

SUB-TOTAL: \$16,848,872.32

OVERALL CONTINGENCIES: 5% \$842,500.00

TOTAL CONSTRUCTION COSTS: **\$17,691,372.32**

<i>LOT COUNT:</i>	3,324	<i>COST / LOT:</i>	\$5,400
<i>LF OF STREET:</i>	-	<i>COST / LF OF STREET:</i>	-
<i>NET DEVELOPABLE ACREAGE:</i>	0.00	<i>COST / DEVELOPABLE ACRE:</i>	-
<i>TOTAL GROSS ACREAGE:</i>	0.00	<i>COST / GROSS ACRE:</i>	-

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

\\PATHT S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsxm

SOLTERRA ZONE A PHASE 1 OPC SAP

DETAIL

ZONE A IMPROVEMENTS

Lots: 1760 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
FLOODPLAIN RECLAMATION	LS	\$1,023,359.00	1.	\$1,023,359.00
TOTAL EXCAVATION				\$ 1,023,359.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" SDR-26 PVC SS PIPE	LF	\$74.02	2,135.	\$158,032.70
10" SDR-26 PVC SS PIPE	LF	\$89.34	4,358.	\$389,343.72
12" SDR-26 PVC SS PIPE	LF	\$104.97	1,387.	\$145,593.39
15" SDR-26 PVC SS PIPE	LF	\$97.61	264.	\$25,769.04
4' DIAMETER MANHOLE	EA	\$7,852.10	21.	\$164,894.10
5' DIAMETER MANHOLE	EA	\$12,777.85	3.	\$38,333.55
CONNECT TO EXISTING MANHOLE	EA	\$20,000.00	1.	\$20,000.00
ADJUST EXISTING MANHOLE	EA	\$1,000.00	3.	\$3,000.00
CSS BACKFILL	LF	\$67.10	400.	\$26,840.00
12" STEEL ENCASEMENT	LF	\$66.00	141.	\$9,306.00
TRENCH SAFETY	LF	\$1.00	8,144.	\$8,144.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	8,144.	\$12,216.00
CREEK CROSSING	LS	\$50,000.00	1.	\$50,000.00
SANITARY LINE BY BORE	LF	\$300.00	142.	\$42,600.00
BONDS	PERCENT	2.0% \$	1,072,572.50	\$21,500.00
TOTAL SANITARY SEWER SYSTEM				\$ 1,115,572.50

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
FLOOD EROSION CONTROL ARMORING	SY	\$162.00	18,720.	\$3,032,640.00
TOTAL STORM SEWER SYSTEM				\$ 3,032,640.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
12" PVC WATERLINE	LF	\$212.00	3,644.	\$772,528.00
12" X 12" TAPPING SLEEVE & VALVE	EA	\$4,400.00	1.	\$4,400.00
12" GATE VALVE & BOX	EA	\$4,599.49	11.	\$50,594.39
CONNECT TO EXISTING WATER LINE	EA	\$1,000.00	2.	\$2,000.00
FIRE HYDRANT ASSEMBLY	EA	\$8,201.97	8.	\$65,615.76
2000 PSI CONCRETE ENCASEMENT	LF	\$91.50	240.	\$21,960.00
18" STEEL ENCASEMENT	LF	\$83.00	136.	\$11,288.00
TRENCH SAFETY - WATER	LF	\$0.50	3,644.	\$1,822.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	3,644.	\$5,466.00
BONDS	PERCENT	2.0% \$	935,674.15	\$18,800.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 954,474.15

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STREET & ALLEY PAVING				\$ 0.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL RETAINING WALLS				\$ 0.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL MISCELLANEOUS ITEMS				\$ 0.00

H. LANDSCAPING

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

\\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsxm

SOLTERRA ZONE A PHASE 1 OPC SAP

DETAIL

ZONE A IMPROVEMENTS

Lots: 1760 ||

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
PROMENADE IMPROVEMENTS - ZONE A	LS	\$605,206.03	1.	\$605,206.03
TOTAL LANDSCAPING				\$ 605,206.03

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0% \$	6,731,251.68	\$269,300.00
GEOTECH TESTING (EXCAVATION, PAVING & UTILITIES)	PERCENT	1.0% \$	6,126,045.65	\$61,300.00
PLAN REVIEW FEE	PERCENT	0.2% \$	6,126,045.65	\$12,300.00
<i>SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES</i>				<i>\$342,900.00</i>
PROFESSIONAL FEES				
ENGINEERING/SURVEYING FEES (ZONE 1)	LS	\$331,000.00	1.	\$331,000.00
RESIDENT PROJECT ENGINEER (ZONE 1)	LS	\$75,000.00	1.	\$75,000.00
LANDSCAPE ARCHITECT FEE (ZONE 1)	PERCENT	7.0% \$	605,206.03	\$42,400.00
<i>SUB-TOTAL PROFESSIONAL FEES</i>				<i>\$448,400.00</i>
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 791,300.00

SUMMARY

A. EXCAVATION				\$ 1,023,359.00
B. SANITARY SEWER SYSTEM				\$ 1,115,572.50
C. STORM SEWER SYSTEM				\$ 3,032,640.00
D. WATER DISTRIBUTION SYSTEM				\$ 954,474.15
E. STREET & ALLEY PAVING				\$ -
F. RETAINING WALLS				\$ -
G. MISCELLANEOUS ITEMS				\$ -
H. LANDSCAPING				\$ 605,206.03
I. ENGINEERING/TESTING/INSPECTION				\$ 791,300.00
<i>SUB-TOTAL:</i>				<i>\$7,522,551.68</i>
<i>OVERALL CONTINGENCIES:</i>				<i>5% \$376,200.00</i>
TOTAL CONSTRUCTION COSTS:				\$7,898,751.68
<i>LOT COUNT:</i>		<i>1,760</i>	<i>COST / LOT:</i> \$4,500	
<i>LF OF STREET:</i>		<i>-</i>	<i>COST / LF OF STREET:</i> -	
<i>NET DEVELOPABLE ACREAGE:</i>		<i>0.00</i>	<i>COST / DEVELOPABLE ACRE:</i> -	
<i>TOTAL GROSS ACREAGE:</i>		<i>0.00</i>	<i>COST / GROSS ACRE:</i> -	

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

\\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsxm

SOLTERRA ZONE A PHASE 1 OPC SAP

DETAIL

CIP PROJECTS

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL EXCAVATION				\$ 0.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL SANITARY SEWER SYSTEM				\$ 0.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STORM SEWER SYSTEM				\$ 0.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" DUCTILE IRON WATERLINE	LF	\$206.43	6,900.	\$1,424,367.00
WATER LINE BY BORE	LF	\$350.00	100.	\$35,000.00
18" BUTTERFLY VALVE & BOX	EA	\$24,812.77	3.	\$74,438.31
2" AIR RELEASE VALVE	EA	\$10,000.00	3.	\$30,000.00
2" BLOW-OFF	EA	\$2,500.00	2.	\$5,000.00
24" STEEL ENCASMENT	LF	\$206.24	250.	\$51,560.00
TRENCH SAFETY - WATER	LF	\$0.50	6,900.	\$3,450.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	6,900.	\$10,350.00
BONDS	PERCENT	2.0%	\$ 1,634,165.31	\$32,700.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 1,666,865.31

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STREET & ALLEY PAVING				\$ 0.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL RETAINING WALLS				\$ 0.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL MISCELLANEOUS ITEMS				\$ 0.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL LANDSCAPING				\$ 0.00

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0%	\$ 1,666,865.31	\$66,700.00
GEOTECH TESTING (EXCAVATION, PAVING & UTILITIES)	PERCENT	1.0%	\$ 1,666,865.31	\$16,700.00
PLAN REVIEW FEE	PERCENT	0.2%	\$ 1,666,865.31	\$3,400.00
<i>SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES</i>				<i>\$86,800.00</i>
PROFESSIONAL FEES				
ENGINEERING/SURVEYING FEES (ZONE 1 WATERLINE)	LS	\$69,000.00	1.	\$69,000.00
<i>SUB-TOTAL PROFESSIONAL FEES</i>				<i>\$69,000.00</i>
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 155,800.00

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

\\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsxm

SOLTERRA ZONE A PHASE 1 OPC SAP

DETAIL

CIP PROJECTS

SUMMARY			
A. EXCAVATION		\$	-
B. SANITARY SEWER SYSTEM		\$	-
C. STORM SEWER SYSTEM		\$	-
D. WATER DISTRIBUTION SYSTEM		\$	1,666,865.31
E. STREET & ALLEY PAVING		\$	-
F. RETAINING WALLS		\$	-
G. MISCELLANEOUS ITEMS		\$	-
H. LANDSCAPING		\$	-
I. ENGINEERING/TESTING/INSPECTION		\$	155,800.00
	<i>SUB-TOTAL:</i>		\$1,822,665.31
	<i>OVERALL CONTINGENCIES:</i>	5%	\$91,200.00
TOTAL CONSTRUCTION COSTS:			\$1,913,865.31
	<i>LOT COUNT:</i>	-	<i>COST / LOT:</i> -
	<i>LF OF STREET:</i>	-	<i>COST / LF OF STREET:</i> -
	<i>NET DEVELOPABLE ACREAGE:</i>	0.00	<i>COST / DEVELOPABLE ACRE:</i> -
	<i>TOTAL GROSS ACREAGE:</i>	0.00	<i>COST / GROSS ACRE:</i> -

OPINION OF PROBABLE COST SOLTERRA ZONE A PHASE 1 OPC SAP

\\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220628 - Solterra Zone A Phase 1 OPC SAP\405.3 MS Office\Solterra Zone A Phase 1 OPC SAP.xlsxm

OVERALL SUMMARY	
A. EXCAVATION	\$ 1,916,229
B. SANITARY SEWER SYSTEM	\$ 1,667,622
C. STORM SEWER SYSTEM	\$ 2,687,319
D. WATER DISTRIBUTION SYSTEM	\$ 1,436,652
E. STREET & ALLEY PAVING	\$ 2,424,689
F. RETAINING WALLS	\$ 414,662
G. MISCELLANEOUS ITEMS	\$ 50,165
H. LANDSCAPING	\$ 1,377,672
I. ENGINEERING/TESTING/INSPECTION	\$ 2,092,700
<i>SUB-TOTAL:</i>	\$ 14,067,710
<i>5% CONTINGENCY:</i>	\$ 703,500
TOTAL CONSTRUCTION COSTS:	\$ 14,771,210
<i>LOT COUNT:</i>	162
<i>COST / LOT:</i>	\$91,200
<i>NET DEVELOPABLE ACREAGE:</i>	205.70
<i>COST / DEVELOPABLE ACRE:</i>	\$71,900
<i>TOTAL GROSS ACREAGE:</i>	368.20
<i>COST / GROSS ACRE:</i>	\$40,200

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220705 - Solterra Zone C Phase 1 OPC SAP\405.3 MS Office\Solterra Zone C Phase 1 OPC SAP.xlsm

GENERAL

- 1 This estimate is based on construction plans and costs for Solterra South, Phase 1.
- 2 The tract is located within the City of Mesquite.
- 3 This estimate used the current water, sewer, paving, and storm drainage design criteria specified by the City of Mesquite.
- 4 Unit prices do not reflect rock excavation.
- 5 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 6 Impact fees, assessments, credits, etc. are not included in the estimate.
- 7 This estimate does not include tree survey or tree mitigations.
- 8 This estimate is based on environmental reports and wetlands determinations.
- 9 This estimate assumes Faithon P. Lucas Sr. Boulevard improvements will not be built concurrent or prior to the construction of Phase 1. Any adjustments to the proposed driveway connections are assumed to be the responsibility of those improving Faithon P. Lucas Sr. Boulevard.
- 10 The fees listed were provided by The City of Mesquite.

SANITARY SEWER

- 1 This estimate assumes connection to the existing sanitary sewer transmission lines. No costs for improvements to existing sewer lines are anticipated in this estimate.
- 2 Sewer testing includes T.V. testing.
- 3 Zone costs include out-of-phase sewer and aerial crossing for connection to the existing transmission line in South Mesquite Creek.

STORM DRAINAGE

- 1 This estimate was prepared based on the approved FEMA CLOMR issued January 7, 2022, for South Mesquite Creek adjacent to the Solterra development.
- 2 This estimate includes cost for culvert crossings on the existing drainage ditches at each connection to existing Lucas Blvd.
- 3 Zone improvements include storm drainage improvements related to Daisy Hollow Loop.

WATER

- 1 This estimate assumes that the tract is supplied water by the City of Mesquite.
- 2 Water line includes all fittings, tees, crosses, reducers etc.
- 3 Fire hydrant assembly includes all fittings, tees, and valves.
- 4 Assumes all waterlines are less than 10' deep.
- 5 This estimate was performed without the benefit of a water model.
- 6 This estimate does not include cost to remove and relocate existing waterlines.
- 7 This estimate assumes no water wells are on site.
- 8 Zone improvements include water improvements related to Daisy Hollow Loop.

PAVING

- 1 This estimate is based on the following street section:
 - 60' ROW (Zone improvement - Daisy Hollow Loop): 37" B-B, 8" reinforced concrete with 8" lime subgrade
 - 51' ROW: 31" B-B, 6" reinforced concrete with 6" lime subgrade
 - 28' ROW: 24" E-E, 8-5-8" reinforced concrete with 6" lime subgrade
 - 20' ROW: 12" E-E, 8-5-8" reinforced concrete with 6" lime subgrade
- 2 Estimate does not include median paving and/or pavers.
- 3 This estimate does not include costs for turn lanes or traffic signalization.

MISCELLANEOUS

- 1 This estimate does not include any costs for existing franchise utility relocations.
- 2 This estimate assumes there are no existing gas lines.
- 3 Franchise costs to deliver electricity are not included in this estimate.
- 4 Franchise costs to deliver gas are included in this estimate at \$500 per lot.
- 5 This cost estimate does not include county plat filling costs.

LANDSCAPING

- 1 Hardscaping and landscaping are included in this estimate.

OPINION OF PROBABLE COST- SOLTERRA ZONE C PHASE 1 OPC SAP

S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220705 - Solterra Zone C Phase 1 OPC SAP\405.3 MS Office\Solterra Zone C Phase 1 OPC SAP - Notes.docx

SOLTERRA ZONE C PHASE 1 OPC SAP

SUMMARY

	Phase 1 Private	Phase 1 PID	Zone C Improvements	Phase 1 Total
OVERALL SUMMARY				
A. EXCAVATION	\$ 239,775.60	\$ 173,178	\$ 1,503,275	\$ 1,916,229
B. SANITARY SEWER SYSTEM		\$ 1,069,668	\$ 597,954	\$ 1,667,622
C. STORM SEWER SYSTEM		\$ 886,380	\$ 1,800,939	\$ 2,687,319
D. WATER DISTRIBUTION SYSTEM		\$ 856,896	\$ 579,756	\$ 1,436,652
E. STREET & ALLEY PAVING		\$ 1,568,658	\$ 856,031	\$ 2,424,689
F. RETAINING WALLS	\$ 414,662.00			\$ 414,662
G. MISCELLANEOUS ITEMS	\$ 50,164.92			\$ 50,165
H. LANDSCAPING	\$ 356,210.40	\$ 1,021,462		\$ 1,377,672
I. ENGINEERING/TESTING/INSPECTION	\$ 258,300.00	\$ 648,500	\$ 1,185,900	\$ 2,092,700
<i>SUB-TOTAL:</i>	\$ 1,319,113	\$ 6,224,742	\$ 6,523,855	\$ 14,067,710
<i>5% CONTINGENCY:</i>	\$66,000	\$311,300	\$326,200	\$703,500
TOTAL CONSTRUCTION COSTS:	\$1,385,113	\$6,536,042	\$6,850,055	\$14,771,210
<i>LOT COUNT:</i>	162	162	813	162
<i>COST / LOT:</i>	\$8,600	\$40,400	\$8,500	\$91,200
<i>NET DEVELOPABLE ACREAGE:</i>	39.90	39.90		39.90
<i>COST / DEVELOPABLE ACRE:</i>	\$34,800	\$163,900		\$370,300
<i>TOTAL GROSS ACREAGE:</i>	67.70	67.70		67.70
<i>COST / GROSS ACRE:</i>	\$20,500	\$96,600		\$218,200

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\2022\0705 - Solterra Zone C Phase 1 OPC SAP\405.3 MS Office\Solterra Zone C Phase 1 OPC SAP.xlsm

SOLTERRA ZONE C PHASE 1 OPC SAP

DETAIL

PHASE 1 - PRIVATE

Lots: 762 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$1,480.10	66.	\$97,686.36
50' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$1,480.10	96.	\$142,089.24
TOTAL EXCAVATION				\$ 239,775.60

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL SANITARY SEWER SYSTEM				\$ 0.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
14' INLET	EA	\$5,550.00	-	\$0.00
18' INLET	EA	\$6,350.00	-	\$0.00
20' INLET	EA	\$6,750.00	-	\$0.00
2 - GRATE COMBINATION INLET	EA	\$3,750.00	-	\$0.00
TOTAL STORM SEWER SYSTEM				\$ 0.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL WATER DISTRIBUTION SYSTEM				\$ 0.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STREET & ALLEY PAVING				\$ 0.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$2,229.00	66.	\$147,114.13
50' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$2,786.96	96.	\$267,547.87
TOTAL RETAINING WALLS				\$ 414,662.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$309.66	66.	\$20,437.56
50' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$309.66	96.	\$29,727.36
TOTAL MISCELLANEOUS ITEMS				\$ 50,164.92

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
PRIVATE LANDSCAPE - PHASE 1	LS	\$356,210.40	1.	\$356,210.40
TOTAL LANDSCAPING				\$ 356,210.40

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220705 - Solterra Zone C Phase 1 OPC SAP\405.3 MS Office\Solterra Zone C Phase 1 OPC SAP.xlsxm

SOLTERRA ZONE C PHASE 1 OPC SAP

DETAIL

PHASE 1 - PRIVATE

Lots: 162 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PRIVATE)	PERCENT	1.0% \$	1,060,812.92	\$10,700.00
GEOTECH TESTING (EXCAVATION)	PERCENT	1.0% \$	239,775.60	\$2,400.00
PLAN REVIEW FEE	PERCENT	0.2% \$	704,602.52	\$1,500.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES - PH 1	LOT	\$500.00	162.	\$81,000.00
LANDSCAPE ARCHITECT FEE - PH 1 (PRIVATE)	PERCENT	7.0% \$	356,210.40	\$25,000.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	162.	\$56,700.00
FRANCHISE FEES				
GAS DISTRIBUTION ALLOWANCE	LOT	\$500.00	162.	\$81,000.00
ELECTRIC DISTRIBUTION ALLOWANCE	LOT	\$0.00	162.	\$0.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 258,300.00

SUMMARY

A. EXCAVATION	\$	239,775.60
B. SANITARY SEWER SYSTEM	\$	-
C. STORM SEWER SYSTEM	\$	-
D. WATER DISTRIBUTION SYSTEM	\$	-
E. STREET & ALLEY PAVING	\$	-
F. RETAINING WALLS	\$	414,662.00
G. MISCELLANEOUS ITEMS	\$	50,164.92
H. LANDSCAPING	\$	356,210.40
I. ENGINEERING/TESTING/INSPECTION	\$	258,300.00
<i>SUB-TOTAL:</i>		\$1,319,112.92
<i>OVERALL CONTINGENCIES:</i>		5% \$66,000.00

TOTAL CONSTRUCTION COSTS:

\$1,385,112.92

<i>LOT COUNT:</i>	162	<i>COST / LOT:</i>	\$8,600
<i>LF OF STREET:</i>	-	<i>COST / LF OF STREET:</i>	-
<i>NET DEVELOPABLE ACREAGE:</i>	39.90	<i>COST / DEVELOPABLE ACRE:</i>	\$34,800
<i>TOTAL GROSS ACREAGE:</i>	67.70	<i>COST / GROSS ACRE:</i>	\$20,500

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220705 - Solterra Zone C Phase 1 OPC SAP\405.3 MS Office\Solterra Zone C Phase 1 OPC SAP.xlsm

SOLTERRA ZONE C PHASE 1 OPC SAP

DETAIL

PHASE 1 - PID

Lots: 762 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$1,069.00	66.	\$70,554.00
50' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$1,069.00	96.	\$102,624.00
TOTAL EXCAVATION				\$ 173,178.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$5,714.00	66.	\$377,124.00
50' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$7,214.00	96.	\$692,544.00
TOTAL SANITARY SEWER SYSTEM				\$ 1,069,668.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$4,582.00	66.	\$302,412.00
50' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$6,083.00	96.	\$583,968.00
8' INLET	EA	\$4,350.00	-	\$0.00
14' INLET	EA	\$5,550.00	-	\$0.00
15' INLET	EA	\$5,500.00	-	\$0.00
16' INLET	EA	\$5,950.00	-	\$0.00
TOTAL STORM SEWER SYSTEM				\$ 886,380.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$4,400.00	66.	\$290,400.00
50' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$5,901.00	96.	\$566,496.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 856,896.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$8,201.00	66.	\$541,266.00
50' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$10,702.00	96.	\$1,027,392.00
TOTAL STREET & ALLEY PAVING				\$ 1,568,658.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL RETAINING WALLS				\$ 0.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL MISCELLANEOUS ITEMS				\$ 0.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
LANDSCAPE IMPROVEMENTS - PHASE 1	LS	\$1,021,462.00	1.	\$1,021,462.00
TOTAL LANDSCAPING				\$ 1,021,462.00

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220705 - Solterra Zone C Phase 1 OPC SAP\405.3 MS Office\Solterra Zone C Phase 1 OPC SAP.xlsm

SOLTERRA ZONE C PHASE 1 OPC SAP

DETAIL

PHASE 1 - PID

Lots: 762 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0% \$	4,554,780.00	\$182,200.00
GEOTECH TESTING (PAVING & UTILITIES)	PERCENT	1.0% \$	4,381,602.00	\$43,900.00
PLAN REVIEW FEE	PERCENT	0.2% \$	4,554,780.00	\$9,200.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES - PH 1 (PID)	LOT	\$1,800.00	162.	\$291,600.00
LANDSCAPE ARCHITECT FEE - PH 1 (PID)	PERCENT	7.0% \$	1,021,462.00	\$71,600.00
FLOOD STUDY UPDATE	LS	\$50,000.00	1.	\$50,000.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 648,500.00

SUMMARY

A. EXCAVATION		\$	173,178.00
B. SANITARY SEWER SYSTEM		\$	1,069,668.00
C. STORM SEWER SYSTEM		\$	886,380.00
D. WATER DISTRIBUTION SYSTEM		\$	856,896.00
E. STREET & ALLEY PAVING		\$	1,568,658.00
F. RETAINING WALLS		\$	-
G. MISCELLANEOUS ITEMS		\$	-
H. LANDSCAPING		\$	1,021,462.00
I. ENGINEERING/TESTING/INSPECTION		\$	648,500.00

SUB-TOTAL: \$6,224,742.00

OVERALL CONTINGENCIES: 5% \$311,300.00

TOTAL CONSTRUCTION COSTS: \$6,536,042.00

LOT COUNT:	162	COST / LOT:	\$40,400
LF OF STREET:	-	COST / LF OF STREET:	-
NET DEVELOPABLE ACREAGE:	39.90	COST / DEVELOPABLE ACRE:	\$163,900
TOTAL GROSS ACREAGE:	67.70	COST / GROSS ACRE:	\$96,600

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220705 - Solterra Zone C Phase 1 OPC SAP\405.3 MS Office\Solterra Zone C Phase 1 OPC SAP.xlsm

SOLTERRA ZONE C PHASE 1 OPC SAP

DETAIL

ZONE C IMPROVEMENTS

Lots: 813 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
FLOODPLAIN GRADING	LS	\$1,503,275.02	1.	\$1,503,275.02
TOTAL EXCAVATION				\$ 1,503,275.02

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
12" SDR-26 PVC PIPE (WW-2 NATIVE BACKFILL)	LF	\$212.00	80.	\$16,960.00
12" SDR-26 PVC PIPE (WW-1 NATIVE BACKFILL)	LF	\$73.00	1,393.	\$101,689.00
15" SDR-26 PVC PIPE (8'-10' DEEP, WW-1 NATIVE BACKFILL)	LF	\$102.00	1,007.	\$102,714.00
15" SDR-26 PVC PIPE (10'-12' DEEP, WW-1 NATIVE BACKFILL)	LF	\$108.00	500.	\$54,000.00
16" DUCTILE IRON SEWER	LF	\$268.00	180.	\$48,240.00
7' DIAMETER MANHOLE	EA	\$27,625.00	1.	\$27,625.00
WATERTIGHT LID	EA	\$1,750.00	8.	\$14,000.00
MANHOLE LID	EA	\$1,750.00	40.	\$70,000.00
5' DIAMETER MANHOLE	EA	\$8,500.00	9.	\$76,500.00
MANHOLE VENT	EA	\$4,250.00	1.	\$4,250.00
AERIAL CROSSING	LS	\$43,700.00	1.	\$43,700.00
CSS BACKFILL	LF	\$47.00	40.	\$1,880.00
2000 PSI CONCRETE ENCASEMENT	LF	\$70.00	60.	\$4,200.00
MH VACUUM TESTING	EA	\$300.00	10.	\$3,000.00
TRENCH SAFETY	LF	\$2.50	3,160.	\$7,900.00
PRESSURE TESTING	LF	\$1.40	3,160.	\$4,424.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.70	3,160.	\$5,372.00
BONDS	PERCENT	2.0% \$	574,954.00	\$11,500.00
TOTAL SANITARY SEWER SYSTEM				\$ 597,954.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
18" RCP	LF	\$87.00	470.	\$40,890.00
21" RCP	LF	\$90.00	182.	\$16,380.00
24" RCP	LF	\$105.00	38.	\$3,990.00
27" RCP	LF	\$120.00	50.	\$6,000.00
30" RCP	LF	\$142.00	495.	\$70,290.00
36" RCP	LF	\$193.00	419.	\$80,867.00
42" RCP	LF	\$238.00	167.	\$39,746.00
48" RCP	LF	\$295.00	50.	\$14,750.00
6'X6' RCB	LF	\$632.00	53.	\$33,496.00
2 - 6'X3' MBC	LF	\$925.00	248.	\$229,400.00
6' INLET	EA	\$3,950.00	-	\$0.00
8' INLET	EA	\$4,350.00	-	\$0.00
10' INLET	EA	\$4,500.00	6.	\$27,000.00
15' INLET	EA	\$5,500.00	1.	\$5,500.00
INLET PROTECTION	EA	\$250.00	8.	\$2,000.00
4' STORM SEWER MANHOLE	EA	\$5,500.00	3.	\$16,500.00
4' MANHOLE RISER	EA	\$2,100.00	1.	\$2,100.00
6' X 6' TXDOT FW-S HEADWALL	EA	\$8,700.00	1.	\$8,700.00
2 - 6'X3' SLOPED END HEADWALL (4:1)	EA	\$30,000.00	4.	\$120,000.00
12" GROUTED ROCK RIPRAP	SY	\$180.00	470.	\$84,600.00
TV TESTING	LF	\$1.50	2,172.	\$3,258.00
TRENCH SAFETY	LF	\$1.00	2,172.	\$2,172.00
BONDS	PERCENT	2.0% \$	791,739.00	\$15,900.00
FLOOD EROSION CONTROL ARMORING	SY	\$135.00	7,240.	\$97,400.00
TOTAL STORM SEWER SYSTEM				\$ 1,800,939.00

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220705 - Solterra Zone C Phase 1 OPC SAP\405.3 MS Office\Solterra Zone C Phase 1 OPC SAP.xlsm

SOLTERRA ZONE C PHASE 1 OPC SAP

DETAIL

ZONE C IMPROVEMENTS

Lots: 813 ||

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
12" PVC WATERLINE (W-1 BASE BACKFILL)	LF	\$125.00	2,267.	\$283,375.00
12" PVC WATERLINE (W-2 BASE BACKFILL)	LF	\$150.00	300.	\$45,000.00
12" X 12" TAPPING SLEEVE & VALVE	EA	\$11,100.00	1.	\$11,100.00
12" GATE VALVE & BOX	EA	\$4,075.00	14.	\$57,050.00
2" AIR RELEASE VALVE	EA	\$5,400.00	1.	\$5,400.00
FIRE HYDRANT ASSEMBLY	EA	\$7,900.00	5.	\$39,500.00
SAWCUT, REMOVE, & REPLACE ASPHALT PAVEMENT	SY	\$350.00	17.	\$5,950.00
2000 PSI CONCRETE ENCASEMENT	LF	\$70.00	40.	\$2,800.00
18" STEEL ENCASEMENT	LF	\$265.00	30.	\$7,950.00
24" STEEL ENCASEMENT	LF	\$140.00	265.	\$37,100.00
30" STEEL ENCASEMENT	LF	\$105.00	265.	\$27,825.00
R & R CONCRETE PAVEMENT	SY	\$100.00	265.	\$26,500.00
1" IRRIGATION SERVICE	EA	\$1,525.00	3.	\$4,575.00
TRAFFIC CONTROL	LS	\$7,500.00	1.	\$7,500.00
TRENCH SAFETY - WATER	LF	\$1.00	2,567.	\$2,567.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.70	2,567.	\$4,363.90
BONDS	PERCENT	2.0% \$	557,355.90	\$11,200.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 579,755.90

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT	SY	\$63.00	10,407.	\$655,641.00
8" SUBGRADE PREPARATION	SY	\$4.35	11,009.	\$47,889.15
HYDRATED LIME	TON	\$210.00	231.	\$48,510.00
6" CONCRETE SIDEWALK	LF	\$50.00	586.	\$29,300.00
BARRIER FREE RAMPS	EA	\$2,800.00	18.	\$50,400.00
PAVEMENT HEADER	LF	\$15.00	37.	\$555.00
STREET BARRICADE	EA	\$1,200.00	1.	\$1,200.00
PAVESTONE PAVERS IN MEDIAN	SF	\$250.00	24.	\$6,000.00
STRIPING - 4" STRIPE	LF	\$2.00	18.	\$36.00
BONDS	PERCENT	2.0% \$	823,031.15	\$16,500.00
TOTAL STREET & ALLEY PAVING				\$ 856,031.15

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL RETAINING WALLS				\$ 0.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL MISCELLANEOUS ITEMS				\$ 0.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL LANDSCAPING				\$ 0.00

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220705 - Solterra Zone C Phase 1 OPC SAP\405.3 MS Office\Solterra Zone C Phase 1 OPC SAP.xlsm

SOLTERRA ZONE C PHASE 1 OPC SAP

DETAIL

ZONE C IMPROVEMENTS

Lots: 813 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0% \$	4,321,955.07	\$172,900.00
GEOTECH TESTING (EXCAVATION, PAVING & UTILITIES)	PERCENT	1.0% \$	4,321,955.07	\$43,300.00
PLAN REVIEW FEE	PERCENT	0.2% \$	4,321,955.07	\$8,700.00
SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES				\$224,900.00
PROFESSIONAL FEES				
ENGINEERING/SURVEYING FEES (ZONE C)	LS	\$331,000.00	1.	\$331,000.00
RESIDENT PROJECT ENGINEER (ZONE C)	LS	\$75,000.00	1.	\$75,000.00
PRELIMINARY PLAT	LS	\$80,000.00	1.	\$80,000.00
TIA UPDATE	LS	\$25,000.00	1.	\$25,000.00
MASS GRADING/ FLOODPLAIN RECLAMATION PLANS	LS	\$100,000.00	1.	\$100,000.00
FUTURE PHASE GRADING ANALYSIS	LS	\$100,000.00	1.	\$100,000.00
CLOMR	LS	\$50,000.00	1.	\$50,000.00
LOMR	LS	\$75,000.00	1.	\$75,000.00
ENVIRONMENTAL ASSESSMENT	LS	\$25,000.00	1.	\$25,000.00
FLOOD STUDY	LS	\$100,000.00	1.	\$100,000.00
SUB-TOTAL PROFESSIONAL FEES				\$961,000.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 1,185,900.00

SUMMARY

A. EXCAVATION	\$	1,503,275.02
B. SANITARY SEWER SYSTEM	\$	597,954.00
C. STORM SEWER SYSTEM	\$	1,800,939.00
D. WATER DISTRIBUTION SYSTEM	\$	579,755.90
E. STREET & ALLEY PAVING	\$	856,031.15
F. RETAINING WALLS	\$	-
G. MISCELLANEOUS ITEMS	\$	-
H. LANDSCAPING	\$	-
I. ENGINEERING/TESTING/INSPECTION	\$	1,185,900.00

SUB-TOTAL: \$6,523,855.07

OVERALL CONTINGENCIES: 5% \$326,200.00

TOTAL CONSTRUCTION COSTS: \$6,850,055.07

LOT COUNT:	813	COST / LOT:	\$8,500
LF OF STREET:		COST / LF OF STREET:	-
NET DEVELOPABLE ACREAGE:	0.00	COST / DEVELOPABLE ACRE:	-
TOTAL GROSS ACREAGE:	0.00	COST / GROSS ACRE:	-

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 1 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220705 - Solterra Zone C Phase 1 OPC SAP\405.3 MS Office\Solterra Zone C Phase 1 OPC SAP.xlsxm

**SOLTERRA ZONE C
PHASE 2 OPC SAP**

SUMMARY

OVERALL SUMMARY	
A. EXCAVATION	\$ 662,777
B. SANITARY SEWER SYSTEM	\$ 725,355
C. STORM SEWER SYSTEM	\$ 765,776
D. WATER DISTRIBUTION SYSTEM	\$ 571,245
E. STREET & ALLEY PAVING	\$ 1,169,835
F. RETAINING WALLS	\$ 419,107
G. MISCELLANEOUS ITEMS	\$ 122,821
H. LANDSCAPING	\$ 279,737
I. ENGINEERING/TESTING/INSPECTION	\$ 611,700
<i>SUB-TOTAL:</i>	\$ 5,328,353
<i>10% CONTINGENCY:</i>	\$ 533,000
TOTAL CONSTRUCTION COSTS:	\$ 5,861,353
<i>LOT COUNT:</i>	104
<i>COST / LOT:</i>	\$56,400
<i>NET DEVELOPABLE ACREAGE:</i>	
<i>COST / DEVELOPABLE ACRE:</i>	
<i>TOTAL GROSS ACREAGE:</i>	
<i>COST / GROSS ACRE:</i>	

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 2 OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230315 - Solterra Zone C Phase 2 OPC SAP\405.3 MS Office\Solterra Zone C Phase 2 OPC SAP.xlsm

GENERAL

- 1 This estimate is based on construction plans and costs for Solterra South, Phase 2.
- 2 The tract is located within the City of Mesquite.
- 3 This estimate used the current water, sewer, paving, and storm drainage design criteria specified by the City of Mesquite.
- 4 Unit prices do not reflect rock excavation.
- 5 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 6 Impact fees, assessments, credits, etc. are not included in the estimate.
- 7 This estimate does not include tree survey or tree mitigations.
- 8 This estimate is based on environmental reports and wetlands determinations.
- 9 This estimate assumes Faithon P. Lucas Sr. Boulevard improvements will not be built concurrent or prior to the construction of Phase 1. Any adjustments to the proposed driveway connections are assumed to be the responsibility of those improving Faithon P. Lucas Sr. Boulevard.
- 10 The fees listed were provided by The City of Mesquite.

SANITARY SEWER

- 1 This estimate assumes connection to the existing sanitary sewer transmission lines. No costs for improvements to existing sewer lines are anticipated in this estimate.
- 2 Sewer testing includes T.V. testing.
- 3 Zone costs include out-of-phase sewer and aerial crossing for connection to the existing transmission line in South Mesquite Creek.

STORM DRAINAGE

- 1 This estimate was prepared based on the approved FEMA CLOMR issued January 7, 2022, for South Mesquite Creek adjacent to the Solterra development.
- 2 This estimate includes cost for culvert crossings on the existing drainage ditches at each connection to existing Lucas Blvd.
- 3 Zone improvements include storm drainage improvements related to Daisy Hollow Loop.

WATER

- 1 This estimate assumes that the tract is supplied water by the City of Mesquite.
- 2 Water line includes all fittings, tees, crosses, reducers etc.
- 3 Fire hydrant assembly includes all fittings, tees, and valves.
- 4 Assumes all waterlines are less than 10' deep.
- 5 This estimate was performed without the benefit of a water model.
- 6 This estimate does not include cost to remove and relocate existing waterlines.
- 7 This estimate assumes no water wells are on site.
- 8 Zone improvements include water improvements related to Daisy Hollow Loop.

PAVING

- 1 This estimate is based on the following street section:
 - 60' ROW (Zone improvement - Daisy Hollow Loop): 37' B-B, 8" reinforced concrete with 8" lime subgrade
 - 51' ROW: 31' B-B, 6" reinforced concrete with 6" lime subgrade
 - 28' ROW: 24' E-E, 8-5-8" reinforced concrete with 6" lime subgrade
 - 20' ROW: 12' E-E, 8-5-8" reinforced concrete with 6" lime subgrade
- 2 Estimate does not include median paving and/or pavers.
- 3 This estimate does not include costs for turn lanes or traffic signalization.

MISCELLANEOUS

- 1 This estimate does not include any costs for existing franchise utility relocations.
- 2 This estimate assumes there are no existing gas lines.
- 3 Franchise costs to deliver electricity are not included in this estimate.
- 4 Franchise costs to deliver gas are included in this estimate at \$500 per lot.
- 5 This cost estimate does not include county plat filling costs.

LANDSCAPING

- 1 Hardscaping and landscaping are included in this estimate.

OPINION OF PROBABLE COST- SOLTERRA ZONE C PHASE 2 OPC SAP

S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230315 - Solterra Zone C Phase 2 OPC SAP\405.3 MS Office\Solterra Zone C Phase 2 OPC SAP - Notes.docx

**SOLTERRA ZONE C
PHASE 2 OPC SAP**

SUMMARY

	Zone C Phase 2 - Private	Zone C Phase 2 - PID	Zone C Phase 2 Total
OVERALL SUMMARY			
A. EXCAVATION	\$ 470,165.00	\$ 192,612	\$ 662,777
B. SANITARY SEWER SYSTEM		\$ 725,355	\$ 725,355
C. STORM SEWER SYSTEM		\$ 765,776	\$ 765,776
D. WATER DISTRIBUTION SYSTEM		\$ 571,245	\$ 571,245
E. STREET & ALLEY PAVING		\$ 1,169,835	\$ 1,169,835
F. RETAINING WALLS	\$ 383,044.00	\$ 36,063	\$ 419,107
G. MISCELLANEOUS ITEMS	\$ 37,723.00	\$ 85,098	\$ 122,821
H. LANDSCAPING	\$ 134,470.70	\$ 145,266	\$ 279,737
I. ENGINEERING/TESTING/INSPECTION	\$ 192,800.00	\$ 418,900	\$ 611,700
<i>SUB-TOTAL:</i>	\$ 1,218,203	\$ 4,110,150	\$ 5,328,353
<i>10% CONTINGENCY:</i>	\$ 121,900	\$ 411,100	\$ 533,000
TOTAL CONSTRUCTION COSTS:	\$1,340,103	\$4,521,250	\$5,861,353
<i>LOT COUNT:</i>	<i>104</i>	<i>104</i>	<i>104</i>
<i>COST / LOT:</i>	<i>\$12,900</i>	<i>\$43,500</i>	<i>\$56,400</i>
<i>NET DEVELOPABLE ACREAGE:</i>			
<i>COST / DEVELOPABLE ACRE:</i>			
<i>TOTAL GROSS ACREAGE:</i>			
<i>COST / GROSS ACRE:</i>			

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 2 OPC SAP

·PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230315 - Solterra Zone C Phase 2 OPC SAP\405.3 MS Office\Solterra Zone C Phase 2 OPC SAP.xlsm

**SOLTERRA ZONE C
PHASE 2 OPC SAP**

DETAIL

ZONE C PHASE 2 - PRIVATE

Lots: 704 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$4,027.00	53.	\$213,431.00
50' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$5,034.00	51.	\$256,734.00
TOTAL EXCAVATION				\$ 470,165.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL SANITARY SEWER SYSTEM				\$ 0.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STORM SEWER SYSTEM				\$ 0.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL WATER DISTRIBUTION SYSTEM				\$ 0.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STREET & ALLEY PAVING				\$ 0.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$3,281.00	53.	\$173,893.00
50' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$4,101.00	51.	\$209,151.00
TOTAL RETAINING WALLS				\$ 383,044.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$323.00	53.	\$17,119.00
50' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$404.00	51.	\$20,604.00
TOTAL MISCELLANEOUS ITEMS				\$ 37,723.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
PRIVATE LANDSCAPE - PHASE 2	LS	\$134,470.70	1.	\$134,470.70
TOTAL LANDSCAPING				\$ 134,470.70

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 2 OPC SAP

\\PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230315 - Solterra Zone C Phase 2 OPC SAP\405.3 MS Office\Solterra Zone C Phase 2 OPC SAP.xlsxm

**SOLTERRA ZONE C
PHASE 2 OPC SAP**

DETAIL

ZONE C PHASE 2 - PRIVATE

Lots: 104 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PRIVATE)	PERCENT	1.0% \$	1,025,402.70	\$10,300.00
GEOTECH TESTING (EXCAVATION)	PERCENT	1.0% \$	470,165.00	\$4,800.00
PLAN REVIEW FEE	PERCENT	0.2% \$	890,932.00	\$1,800.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES (PRIVATE)	LOT	\$750.00	104.	\$78,000.00
LANDSCAPE ARCHITECT FEE (PRIVATE)	PERCENT	7.0% \$	134,470.70	\$9,500.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	104.	\$36,400.00
FRANCHISE FEES				
GAS DISTRIBUTION ALLOWANCE	LOT	\$500.00	104.	\$52,000.00
ELECTRIC DISTRIBUTION ALLOWANCE	LOT	\$0.00	104.	\$0.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 192,800.00

SUMMARY

A. EXCAVATION		\$	470,165.00
B. SANITARY SEWER SYSTEM		\$	-
C. STORM SEWER SYSTEM		\$	-
D. WATER DISTRIBUTION SYSTEM		\$	-
E. STREET & ALLEY PAVING		\$	-
F. RETAINING WALLS		\$	383,044.00
G. MISCELLANEOUS ITEMS		\$	37,723.00
H. LANDSCAPING		\$	134,470.70
I. ENGINEERING/TESTING/INSPECTION		\$	192,800.00
<i>SUB-TOTAL:</i>			\$1,218,202.70
<i>OVERALL CONTINGENCIES:</i>		10%	\$121,900.00
TOTAL CONSTRUCTION COSTS:			\$1,340,102.70
<i>LOT COUNT:</i>		104	<i>COST / LOT:</i> \$12,900
<i>LF OF STREET:</i>		-	<i>COST / LF OF STREET:</i> -
<i>NET DEVELOPABLE ACREAGE:</i>		-	<i>COST / DEVELOPABLE ACRE:</i> -
<i>TOTAL GROSS ACREAGE:</i>		-	<i>COST / GROSS ACRE:</i> -

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 2 OPC SAP

\\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230315 - Solterra Zone C Phase 2 OPC SAP\405.3 MS Office\Solterra Zone C Phase 2 OPC SAP.xlsxm

**SOLTERRA ZONE C
PHASE 2 OPC SAP**

DETAIL

ZONE C PHASE 2 - PID

Lots: 104 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$1,650.00	53.	\$87,450.00
50' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$2,062.00	51.	\$105,162.00
TOTAL EXCAVATION				\$ 192,612.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$6,213.00	53.	\$329,289.00
50' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$7,766.00	51.	\$396,066.00
TOTAL SANITARY SEWER SYSTEM				\$ 725,355.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$6,559.00	53.	\$347,627.00
50' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$8,199.00	51.	\$418,149.00
TOTAL STORM SEWER SYSTEM				\$ 765,776.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: WATER DISTRIBUTION SYSTEM	LOT	\$4,893.00	53.	\$259,329.00
50' PRODUCT: WATER DISTRIBUTION SYSTEM	LOT	\$6,116.00	51.	\$311,916.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 571,245.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$10,020.00	53.	\$531,060.00
50' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$12,525.00	51.	\$638,775.00
TOTAL STREET & ALLEY PAVING				\$ 1,169,835.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: RETAINING WALLS (PUBLIC)	LOT	\$309.00	53.	\$16,377.00
50' PRODUCT: RETAINING WALLS (PUBLIC)	LOT	\$386.00	51.	\$19,686.00
TOTAL RETAINING WALLS				\$ 36,063.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: MISCELLANEOUS ITEMS (PUBLIC)	LOT	\$729.00	53.	\$38,637.00
50' PRODUCT: MISCELLANEOUS ITEMS (PUBLIC)	LOT	\$911.00	51.	\$46,461.00
TOTAL MISCELLANEOUS ITEMS				\$ 85,098.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TRAIL & SCREENING PHASE 2	LS	\$145,265.90	1.	\$145,265.90
TOTAL LANDSCAPING				\$ 145,265.90

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 2 OPC SAP

·PATH S:\W\TX-LAND\0062\400 LAND\405 Cost Estimate\20230315 - Solterra Zone C Phase 2 OPC SAP\405.3 MS Office\Solterra Zone C Phase 2 OPC SAP.xlsxm

**SOLTERRA ZONE C
PHASE 2 OPC SAP**

DETAIL

ZONE C PHASE 2 - PID

Lots: 104 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0% \$	3,509,921.00	\$140,400.00
GEOTECH TESTING (PAVING & UTILITIES)	PERCENT	1.0% \$	3,232,211.00	\$32,400.00
PLAN REVIEW FEE	PERCENT	0.2% \$	3,545,984.00	\$7,100.00
SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES				\$179,900.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES - (PID)	LOT	\$2,200.00	104	\$228,800.00
LANDSCAPE ARCHITECT FEE - PH 1 (PID)	PERCENT	7.0% \$	145,265.90	\$10,200.00
SUB-TOTAL PROFESSIONAL FEES				\$239,000.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 418,900.00

SUMMARY

A. EXCAVATION		\$	192,612.00
B. SANITARY SEWER SYSTEM		\$	725,355.00
C. STORM SEWER SYSTEM		\$	765,776.00
D. WATER DISTRIBUTION SYSTEM		\$	571,245.00
E. STREET & ALLEY PAVING		\$	1,169,835.00
F. RETAINING WALLS		\$	36,063.00
G. MISCELLANEOUS ITEMS		\$	85,098.00
H. LANDSCAPING		\$	145,265.90
I. ENGINEERING/TESTING/INSPECTION		\$	418,900.00
SUB-TOTAL:			\$4,110,149.90
OVERALL CONTINGENCIES:			10% \$411,100.00
TOTAL CONSTRUCTION COSTS:			\$4,521,249.90
LOT COUNT:	104	COST / LOT:	\$43,500
LF OF STREET:	-	COST / LF OF STREET:	-
NET DEVELOPABLE ACREAGE:	-	COST / DEVELOPABLE ACRE:	-
TOTAL GROSS ACREAGE:	-	COST / GROSS ACRE:	-

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 2 OPC SAP

•PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230315 - Solterra Zone C Phase 2 OPC SAP\405.3 MS Office\Solterra Zone C Phase 2 OPC SAP.xlsx

**SOLTERRA ZONE C
PHASE 3 OPC SAP**

SUMMARY

OVERALL SUMMARY	
A. EXCAVATION	\$ 960,810
B. SANITARY SEWER SYSTEM	\$ 1,051,528
C. STORM SEWER SYSTEM	\$ 1,110,133
D. WATER DISTRIBUTION SYSTEM	\$ 828,118
E. STREET & ALLEY PAVING	\$ 1,695,885
F. RETAINING WALLS	\$ 607,563
G. MISCELLANEOUS ITEMS	\$ 178,051
H. LANDSCAPING	\$ 2,261,891
I. ENGINEERING/TESTING/INSPECTION	\$ 1,021,300
<i>SUB-TOTAL:</i>	\$ 9,715,279
<i>10% CONTINGENCY:</i>	\$ 971,600
TOTAL CONSTRUCTION COSTS:	\$ 10,686,879
<i>LOT COUNT:</i>	<i>147</i>
<i>COST / LOT:</i>	<i>\$72,700</i>
<i>NET DEVELOPABLE ACREAGE:</i>	
<i>COST / DEVELOPABLE ACRE:</i>	
<i>TOTAL GROSS ACREAGE:</i>	
<i>COST / GROSS ACRE:</i>	

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 3 OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Phase 3 OPC SAP\405.3 MS Office\Solterra Zone C Phase 3 OPC SAP - Excel.xlsxm

GENERAL

- 1 This estimate is based on construction plans and costs for Solterra South, Phase 3-5.
- 2 The tract is located within the City of Mesquite.
- 3 This estimate used the current water, sewer, paving, and storm drainage design criteria specified by the City of Mesquite.
- 4 Unit prices do not reflect rock excavation.
- 5 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 6 Impact fees, assessments, credits, etc. are not included in the estimate.
- 7 This estimate does not include tree survey or tree mitigations.
- 8 This estimate is based on environmental reports and wetlands determinations.
- 9 This estimate assumes Faithon P. Lucas Sr. Boulevard improvements will not be built concurrently or prior to the construction of Phase 1. Any adjustments to the proposed driveway connections are assumed to be the responsibility of those improving Faithon P. Lucas Sr. Boulevard.
- 10 The fees listed were provided by The City of Mesquite.

SANITARY SEWER

- 1 This estimate assumes a connection to the existing sanitary sewer transmission lines. No costs for improvements to existing sewer lines are anticipated in this estimate.
- 2 Sewer testing includes T.V. testing.
- 3 Zone costs include out-of-phase sewer and aerial crossing for connection to the existing transmission line in South Mesquite Creek.

STORM DRAINAGE

- 1 This estimate was prepared based on the approved FEMA CLOMR issued on January 7, 2022, for South Mesquite Creek adjacent to the Solterra development.
- 2 This estimate includes the cost for culvert crossings on the existing drainage ditches at each connection to the existing Lucas Blvd.
- 3 Zone improvements include storm drainage improvements related to Daisy Hollow Loop.

WATER

- 1 This estimate assumes that the tract is supplied water by the City of Mesquite.
- 2 Water line includes all fittings, tees, crosses, reducers, etc.
- 3 Fire hydrant assembly includes all fittings, tees, and valves.
- 4 Assumes all waterlines are less than 10' deep.
- 5 This estimate was performed without the benefit of a water model.
- 6 This estimate does not include the cost to remove and relocate existing waterlines.
- 7 This estimate assumes no water wells are on site.
- 8 Zone improvements include water improvements related to Daisy Hollow Loop.

PAVING

- 1 This estimate is based on the following street section:
 51' ROW: 31' B-B, 6" reinforced concrete with 6" lime subgrade
 28' ROW: 24' E-E, 8-5-8" reinforced concrete with 6" lime subgrade
 20' ROW: 12' E-E, 8-5-8" reinforced concrete with 6" lime subgrade
- 2 Estimate does not include median paving and/or pavers.
- 3 This estimate does not include costs for turn lanes or traffic signalization.

MISCELLANEOUS

- 1 This estimate does not include any costs for existing franchise utility relocations.
- 2 This estimate assumes there are no existing gas lines.
- 3 Franchise costs to deliver electricity are not included in this estimate.
- 4 Franchise costs to deliver gas are included in this estimate at \$500 per lot.
- 5 This cost estimate does not include county plat filling costs.

LANDSCAPING

- 1 Hardscaping and landscaping are included in this estimate.

OPINION OF PROBABLE COST- SOLTERRA ZONE C PHASE 3 OPC SAP

S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Phase 3 OPC SAP\405.3 MS Office\Solterra Zone C Phase 3 OPC SAP - Notes.docx

**SOLTERRA ZONE C
PHASE 3 OPC SAP**

SUMMARY

	Zone C Phase 3 - Private	Zone C Phase 3 - PID	Zone C Phase 3 Total
OVERALL SUMMARY			
A. EXCAVATION	\$ 681,592.00	\$ 279,218	\$ 960,810
B. SANITARY SEWER SYSTEM		\$ 1,051,528	\$ 1,051,528
C. STORM SEWER SYSTEM		\$ 1,110,133	\$ 1,110,133
D. WATER DISTRIBUTION SYSTEM		\$ 828,118	\$ 828,118
E. STREET & ALLEY PAVING		\$ 1,695,885	\$ 1,695,885
F. RETAINING WALLS	\$ 555,287.00	\$ 52,276	\$ 607,563
G. MISCELLANEOUS ITEMS	\$ 54,690.00	\$ 123,361	\$ 178,051
H. LANDSCAPING	\$ 2,100,963.80	\$ 160,927	\$ 2,261,891
I. ENGINEERING/TESTING/INSPECTION	\$ 425,800.00	\$ 595,500	\$ 1,021,300
<i>SUB-TOTAL:</i>	\$ 3,818,333	\$ 5,896,946	\$ 9,715,279
<i>10% CONTINGENCY:</i>	\$381,900	\$589,700	\$971,600
TOTAL CONSTRUCTION COSTS:	\$4,200,233	\$6,486,646	\$10,686,879
<i>LOT COUNT:</i>	147	147	147
<i>COST / LOT:</i>	\$28,600	\$44,200	\$72,700
<i>NET DEVELOPABLE ACREAGE:</i>			
<i>COST / DEVELOPABLE ACRE:</i>			
<i>TOTAL GROSS ACREAGE:</i>			
<i>COST / GROSS ACRE:</i>			

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 3 OPC SAP

-\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Phase 3 OPC SAP\405.3 MS Office\Solterra Zone C Phase 3 OPC SAP - Excel.xlsm

**SOLTERRA ZONE C
PHASE 3 OPC SAP**

DETAIL

ZONE C PHASE 3 - PRIVATE

Lots: 147 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$4,027.00	58.	\$233,566.00
50' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$5,034.00	89.	\$448,026.00
TOTAL EXCAVATION				\$ 681,592.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL SANITARY SEWER SYSTEM				\$ 0.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STORM SEWER SYSTEM				\$ 0.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL WATER DISTRIBUTION SYSTEM				\$ 0.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STREET & ALLEY PAVING				\$ 0.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$3,281.00	58.	\$190,298.00
50' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$4,101.00	89.	\$364,989.00
TOTAL RETAINING WALLS				\$ 555,287.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$323.00	58.	\$18,734.00
50' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$404.00	89.	\$35,956.00
TOTAL MISCELLANEOUS ITEMS				\$ 54,690.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
PRIVATE LANDSCAPE - PHASE 3	LS	\$37,498.50	1.	\$37,498.50
AMENITY CENTER - PHASE 3	LS	\$2,063,465.30	1.	\$2,063,465.30
TOTAL LANDSCAPING				\$ 2,100,963.80

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 3 OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Phase 3 OPC SAP\405.3 MS Office\Solterra Zone C Phase 3 OPC SAP - Excel.xlsx

**SOLTERRA ZONE C
PHASE 3 OPC SAP**

DETAIL

ZONE C PHASE 3 - PRIVATE

Lots: 147 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PRIVATE)	PERCENT	1.0% \$	3,392,532.80	\$34,000.00
GEOTECH TESTING (EXCAVATION)	PERCENT	1.0% \$	681,592.00	\$6,900.00
PLAN REVIEW FEE	PERCENT	0.2% \$	1,291,569.00	\$2,600.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES (PRIVATE)	LOT	\$750.00	147.	\$110,250.00
LANDSCAPE ARCHITECT FEE (PRIVATE)	PERCENT	7.0% \$	2,100,963.80	\$147,100.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	147.	\$51,450.00
FRANCHISE FEES				
GAS DISTRIBUTION ALLOWANCE	LOT	\$500.00	147.	\$73,500.00
ELECTRIC DISTRIBUTION ALLOWANCE	LOT	\$0.00	147.	\$0.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 425,800.00

SUMMARY

A. EXCAVATION		\$	681,592.00
B. SANITARY SEWER SYSTEM		\$	-
C. STORM SEWER SYSTEM		\$	-
D. WATER DISTRIBUTION SYSTEM		\$	-
E. STREET & ALLEY PAVING		\$	-
F. RETAINING WALLS		\$	555,287.00
G. MISCELLANEOUS ITEMS		\$	54,690.00
H. LANDSCAPING		\$	2,100,963.80
I. ENGINEERING/TESTING/INSPECTION		\$	425,800.00
<i>SUB-TOTAL:</i>			\$3,818,332.80
<i>OVERALL CONTINGENCIES:</i>		10%	\$381,900.00
TOTAL CONSTRUCTION COSTS:			\$4,200,232.80
<i>LOT COUNT:</i>		147	<i>COST / LOT:</i> \$28,600
<i>LF OF STREET:</i>		-	<i>COST / LF OF STREET:</i> -
<i>NET DEVELOPABLE ACREAGE:</i>		-	<i>COST / DEVELOPABLE ACRE:</i> -
<i>TOTAL GROSS ACREAGE:</i>		-	<i>COST / GROSS ACRE:</i> -

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 3 OPC SAP

\\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Phase 3 OPC SAP\405.3 MS Office\Solterra Zone C Phase 3 OPC SAP - Excel.xlsxm

**SOLTERRA ZONE C
PHASE 3 OPC SAP**

DETAIL

ZONE C PHASE 3 - PID

Lots: 147 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$1,650.00	58.	\$95,700.00
50' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$2,062.00	89.	\$183,518.00
TOTAL EXCAVATION				\$ 279,218.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$6,213.00	58.	\$360,354.00
50' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$7,766.00	89.	\$691,174.00
TOTAL SANITARY SEWER SYSTEM				\$ 1,051,528.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$6,559.00	58.	\$380,422.00
50' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$8,199.00	89.	\$729,711.00
TOTAL STORM SEWER SYSTEM				\$ 1,110,133.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: WATER DISTRIBUTION SYSTEM	LOT	\$4,893.00	58.	\$283,794.00
50' PRODUCT: WATER DISTRIBUTION SYSTEM	LOT	\$6,116.00	89.	\$544,324.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 828,118.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$10,020.00	58.	\$581,160.00
50' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$12,525.00	89.	\$1,114,725.00
TOTAL STREET & ALLEY PAVING				\$ 1,695,885.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: RETAINING WALLS (PUBLIC)	LOT	\$309.00	58.	\$17,922.00
50' PRODUCT: RETAINING WALLS (PUBLIC)	LOT	\$386.00	89.	\$34,354.00
TOTAL RETAINING WALLS				\$ 52,276.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: MISCELLANEOUS ITEMS (PUBLIC)	LOT	\$729.00	58.	\$42,282.00
50' PRODUCT: MISCELLANEOUS ITEMS (PUBLIC)	LOT	\$911.00	89.	\$81,079.00
TOTAL MISCELLANEOUS ITEMS				\$ 123,361.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TRAIL & SCREENING PHASE 3	LS	\$160,927.00	1.	\$160,927.00
TOTAL LANDSCAPING				\$ 160,927.00

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 3 OPC SAP

:\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Phase 3 OPC SAP\405.3 MS Office\Solterra Zone C Phase 3 OPC SAP - Excel.xlsxm

**SOLTERRA ZONE C
PHASE 3 OPC SAP**

DETAIL

ZONE C PHASE 3 - PID

Lots: 147 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0% \$	5,088,243.00	\$203,600.00
GEOTECH TESTING (PAVING & UTILITIES)	PERCENT	1.0% \$	4,685,664.00	\$46,900.00
PLAN REVIEW FEE	PERCENT	0.2% \$	5,140,519.00	\$10,300.00
<i>SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES</i>				<i>\$260,800.00</i>
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES - (PID)	LOT	\$2,200.00	147.	\$323,400.00
LANDSCAPE ARCHITECT FEE - PH 1 (PID)	PERCENT	7.0% \$	160,927.00	\$11,300.00
<i>SUB-TOTAL PROFESSIONAL FEES</i>				<i>\$334,700.00</i>
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 595,500.00

SUMMARY

A. EXCAVATION		\$	279,218.00
B. SANITARY SEWER SYSTEM		\$	1,051,528.00
C. STORM SEWER SYSTEM		\$	1,110,133.00
D. WATER DISTRIBUTION SYSTEM		\$	828,118.00
E. STREET & ALLEY PAVING		\$	1,695,885.00
F. RETAINING WALLS		\$	52,276.00
G. MISCELLANEOUS ITEMS		\$	123,361.00
H. LANDSCAPING		\$	160,927.00
I. ENGINEERING/TESTING/INSPECTION		\$	595,500.00
<i>SUB-TOTAL:</i>			<i>\$5,896,946.00</i>
<i>OVERALL CONTINGENCIES:</i>			<i>10% \$589,700.00</i>
TOTAL CONSTRUCTION COSTS:			\$6,486,646.00
<i>LOT COUNT:</i>	147	<i>COST / LOT:</i>	\$44,200
<i>LF OF STREET:</i>	-	<i>COST / LF OF STREET:</i>	-
<i>NET DEVELOPABLE ACREAGE:</i>	-	<i>COST / DEVELOPABLE ACRE:</i>	-
<i>TOTAL GROSS ACREAGE:</i>	-	<i>COST / GROSS ACRE:</i>	-

OPINION OF PROBABLE COST SOLTERRA ZONE C PHASE 3 OPC SAP

·PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Phase 3 OPC SAP\405.3 MS Office\Solterra Zone C Phase 3 OPC SAP - Excel.xlsxm

**SOLTERRA ZONE A
REMAINDER OPC SAP**

SUMMARY

OVERALL SUMMARY	
A. EXCAVATION	\$ 7,167,556
B. SANITARY SEWER SYSTEM	\$ 7,560,736
C. STORM SEWER SYSTEM	\$ 9,752,767
D. WATER DISTRIBUTION SYSTEM	\$ 7,160,358
E. STREET & ALLEY PAVING	\$ 14,270,611
F. RETAINING WALLS	\$ 2,786,133
G. MISCELLANEOUS ITEMS	\$ 2,259,488
H. LANDSCAPING	\$ 5,383,678
I. ENGINEERING/TESTING/INSPECTION	\$ 6,804,900
<i>SUB-TOTAL:</i>	\$ 63,146,227
<i>10% CONTINGENCY:</i>	\$ 6,314,800
TOTAL CONSTRUCTION COSTS:	\$ 69,461,027
<i>LOT COUNT:</i>	973
<i>COST / LOT:</i>	\$71,400
<i>NET DEVELOPABLE ACREAGE:</i>	
<i>COST / DEVELOPABLE ACRE:</i>	
<i>TOTAL GROSS ACREAGE:</i>	
<i>COST / GROSS ACRE:</i>	

OPINION OF PROBABLE COST SOLTERRA ZONE A REMAINDER OPC SAP

·PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\2022\12\13 · Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Solterra Zone A Remainder OPC SAP_v2.xlsx

GENERAL

- 1 The subject tract is located within the City of Mesquite.
- 2 This estimate uses the current water, sewer, paving, and storm drainage design criteria specified by the City of Mesquite.
- 3 Costs per lot were obtained using construction costs for phases 1 & 2.
- 4 Unit prices do not reflect rock excavation.
- 5 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 6 Impact fees, assessments, credits, etc. are not included in the estimate.
- 7 This estimate does not include tree survey or tree mitigations.
- 8 This estimate is based on environmental reports and wetlands determinations.
- 9 Costs of a flood study and FEMA processing are included in this estimate.
- 10 Off-site easements and Right-of-Way acquisitions are the responsibility of the developer. This estimate assumes the easements that may be needed to support the infrastructure, include the offsite collector Right-of-Way, landscape infrastructure easements, sanitary sewer trunk line easements, and drainage easements to convey runoff from property site to the creek.
- 11 The fees listed were provided by The City of Mesquite.
- 12 This estimate assumes Lucas Boulevard improvements will be constructed by others.

WATER

- 1 Water line includes all fittings, tees, crosses, etc.
- 2 Fire hydrant assembly includes all fittings, tees and valves.
- 3 Assumes all waterlines are less than 10' deep.
- 4 This estimate was performed without the benefit of a water model.
- 5 This estimate does not include cost to remove and relocate existing waterlines.
- 6 This estimate assumes there are no water wells on site.

SANITARY SEWER

- 1 This estimate assumes connection to the existing sanitary sewer transmission lines. No costs for improvements to existing sewer lines are anticipated in this estimate.
- 2 Sewer testing includes TV testing.

STORM DRAINAGE

- 1 This estimate was prepared based on the approved FEMA CLOMR issued January 7, 2022, for South Mesquite Creek adjacent to the Solterra development.
- 2 It is assumed that one CLOMR is needed for the entire Solterra Tract. These costs are assumed to be split 50/50 between the South Tract and the North tract of Solterra.
- 3 This estimate assumes any out-of-phase and offsite easements will be obtained for a drainage easement for storm outfalls. The costs associated with this are not included in this estimate.

GRADING

- 1 This estimate assumes a grading permit fee per the City of Mesquite. Fee includes a \$100 permit fee, \$500 for the 1st Acre of disturbed land, and \$100 for each additional acre (rounded up). For this estimate disturbed acres are assumed to be the net developable acres.

PAVING

- 1 This estimate is based on the following street section:
 - 60' ROW Undivided: 37' B-B, 8" reinforced concrete (section has a 4.32" crown based on City of Mesquite max 2% cross slope)
 - 51' ROW: 31' B-B, 6" reinforced concrete with 6" lime subgrade (section has a 3.60" crown) (not a City of Mesquite section)
 - 80' ROW Divided: 2 x 21' B-B, 8" reinforced concrete with 8" lime subgrade
 - 20' ROW: 12' E-E, 8" reinforced concrete with 6" lime subgrade (section has a 5" invert)

City of Mesquite has the above dimensions for alleys in their manual, however their detail has an 18' ROW.

 - Residential Roundabout entry lanes: 19' B-B, 8" reinforced concrete with 8" lime subgrade
 - Residential Roundabout: 8" reinforced concrete with 8" lime subgrade (Truck apron included)

City of Mesquite does not have a roundabout detail, Highbridge roundabout from city of Crandall was assumed
- 2 This estimate uses a Traffic Impact Analysis, produced by LJA and dated June 2020.
 - Offsite recommended improvements are assumed as a 0% shared cost to the Solterra development. It is assumed these improvements will be City projects and funded from the Road Impact Fee program.
 - This estimate assumes any additional proposed left and right turn lanes, not shown on the 99% plans, to be additional cost to the Faithon P. Lucas, Sr. Boulevard. Plan verification confirms 2 proposed left-turn lanes and 1 median opening have been contemplated and therefore not considered in this estimate.

OPINION OF PROBABLE COST- SOLTERRA ZONE A REMAINDER OPC SAP

S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\2022\1213 - Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Solterra Zone A Remainder OPC SAP - Notes.docx

- 3 This estimate includes cost for 1 left-turn lanes and 1 right-turn lanes on Cartwright Road at the intersection of Bear Drive.
- 4 Estimate includes cost of traffic signalization improvements at Cartwright Road and Bear Drive.
- 5 Estimate does not include onsite road signalization; additional pavement markings and traffic signs may be required.

MISCELLANEOUS

- 1 Electricity is not included in this estimate.
- 2 This estimate includes an allowance for gas at \$500 per lot.
- 3 This estimate assumes there are no existing gas lines.
- 4 This cost estimate does not include county plat filling costs.

LANDSCAPING

- 1 Hardscaping and landscaping are included in this estimate.

OPINION OF PROBABLE COST- SOLTERRA ZONE A REMAINDER OPC SAP

S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20221213 - Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Solterra Zone A Remainder OPC SAP - Notes.docx

GENERAL

- 1 This estimate is based on unit prices received for Solterra Phases 1A-1E supplemented by LJA unit prices updated July 2022.
- 2 The proposed improvements are located within the City of Mesquite, southwest of the intersection of Mesquite Valley Road and San Simeon Drive.
- 3 This estimate used the current water, paving, and storm drainage design criteria specified by the City of Mesquite, with some variances assumed to be accepted by the city.
- 4 This estimate assumes public infrastructure will be conveyed to and accepted by City of Mesquite at project completion. Costs for future maintenance of infrastructure has not been considered.
- 5 This estimate does not include the cost of sanitary sewer.
- 6 This estimate assumes Solterra Phase 2 has been developed. It is recommended these improvements be constructed concurrently with Solterra Phase 2.
- 7 Assumes no offsite ROW dedication will be required for the proposed improvements.

GRADING

- 1 Additional erosion control may be required.

STORM DRAINAGE

- 1 All flows impacting the storm design of this intersection come from offsite.
- 2 Additional grade to drain quantities may be required based on final design topography.
- 3 This estimate sizes pipes to meet offsite future ultimate flows per City of Mesquite design criteria.
- 4 Roadside bar ditches are assumed adjacent to the proposed road improvements to convey drainage.
- 5 This estimate includes cost for removal and installation of a new culvert under Mesquite Valley Road.
- 6 This estimate assumes a variance request to allow offsite flows to be conveyed with a concrete lined channel through Solterra Phase 2 will be accepted by the city. Per client discussion with the City of Mesquite, the cost share responsibility of the concrete channel is approximately 100 LF for the City. Remaining cost of concrete channel to the tributary of South Mesquite Creek is assumed to be developer responsibility and is not included in this estimate.
- 7 Per IES report dated August 18, 2021, there are no jurisdiction features on site or along the proposed concrete channel in Solterra Phase 2.

WATER

- 1 This estimate assumes the construction of a waterline to loop Solterra to the existing water in Mesquite Valley Road. Connections to existing water infrastructure is assumed to be achieved by an 8" waterline in Mesquite Valley Road adjacent to Cantura Cove Addition Phase II.
- 2 Water line includes all fittings, tees, crosses, reducers, etc.
- 3 Water line includes steel encasement under the concrete channel.
- 4 Fire hydrant assembly includes all fittings, tees and valves.
- 5 Assumes all waterlines are less than 10' deep and have a minimum 3.5' cover for 12" and smaller mains.
- 6 This estimate assumes no adjustments will be required to any existing irrigation facilities.
- 7 This estimate does not include cost to remove and relocate existing waterlines.
- 8 This estimate assumes there is no waterline on the north side of the Mesquite Valley intersection.

PAVING

- 1 This estimate is based on the following street sections:
 - 36' F-F, 8" reinforced concrete with 8" lime subgrade (No Curb)
 - 37' B-B, 8" reinforced concrete with 8" lime subgrade (Curbed)
- 2 This estimate assumes unreinforced pavement transition from asphalt to concrete is not allowed. Cost for 8" reinforced pavement is included for these transitions.
- 3 Estimate includes stop signs and pavement markings at the intersection.
- 4 Estimate includes the cost for a free right turn lane onto westbound Mesquite Valley Road.

MISCELLANEOUS

- 1 Franchise utility relocation allowance is included. Coordination is required with franchise companies to determine what exists in the vicinity of the project.
- 2 This estimate does not include screening walls.
- 3 This estimate includes the removal of existing street signs at the Mesquite Valley Road intersection.
- 4 This estimate assumes there are no existing gas lines.
- 5 This estimate includes a cost to remove an existing streetlight and electric conduits.
- 6 This estimate includes an allowance for Traffic Control.

OPINION OF PROBABLE COST- SOLTERRA ZONE A REMAINDER OPC SAP

"S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\2022\1213 - Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Mesquite Valley OPCv3 - Notes.docx"

LANDSCAPING

- 7 Hardscape and landscape cost allowances are included in this estimate.

DEVELOPMENT

- 7 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 2 The municipal and jurisdictional fees listed have been generated based on researched information published by The City of Mesquite. This estimate holds the following fee assumptions:

Applicable & Included	Potentially Applicable & Excluded	Not Applicable
City Inspection fees (Water, Sewer, Paving, Storm)	Engineering Plan review fees (other jurisdictions)	Zoning/Rezoning fee
Engineering Plan review fees (City)	Tax Certificate fees	TCEQ review fee
	Impact fees, assessments, or credits	MJD Engineer review fees
		District fees
		Park fees (City) – see notes
		Urban Forestry Permit fees
		Preliminary Plat fee
		Floodplain Development fee (City)
		Final Plat application fee (City)
		Preliminary Plat fee
		Early Grading Fees
		Plat filing fees

- 3 This estimate does not include Park Fees or similar City of Mesquite costs.
- 4 This estimate does not include fees for pro rata or face foot costs to connect to existing water or sewer infrastructure.
- 5 This estimate does not include FEMA application fees.
- 6 Professional fees for engineering/surveying, subsurface utility exploration, and landscape are included in this estimate.
- 7 This estimate includes professional fee assumptions for geotechnical testing and reports.
- 8 This estimate does not include professional fee assumptions for tree survey or tree mitigations.

OPINION OF PROBABLE COST- SOLTERRA ZONE A REMAINDER OPC SAP

"S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20221213 - Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Mesquite Valley OPCv3 - Notes.docx"

**SOLTERRA ZONE A
REMAINDER OPC SAP**

SUMMARY

	Zone A Remainder - Private	Zone A Remainder - PID	Zone A Remainder Total
OVERALL SUMMARY			
A. EXCAVATION	\$ 3,189,979	\$ 3,977,577	\$ 7,167,556
B. SANITARY SEWER SYSTEM		\$ 7,560,736	\$ 7,560,736
C. STORM SEWER SYSTEM		\$ 9,752,767	\$ 9,752,767
D. WATER DISTRIBUTION SYSTEM		\$ 7,160,358	\$ 7,160,358
E. STREET & ALLEY PAVING		\$ 14,270,611	\$ 14,270,611
F. RETAINING WALLS	\$ 2,497,893	\$ 288,240	\$ 2,786,133
G. MISCELLANEOUS ITEMS	\$ 2,148,157	\$ 111,331	\$ 2,259,488
H. LANDSCAPING	\$ 1,763,281	\$ 3,620,397	\$ 5,383,678
I. ENGINEERING/TESTING/INSPECTION	\$ 1,843,900	\$ 4,961,000	\$ 6,804,900
<i>SUB-TOTAL:</i>	\$ 11,443,210	\$ 51,703,017	\$ 63,146,227
<i>10% CONTINGENCY:</i>	\$ 1,144,400	\$ 5,170,400	\$ 6,314,800
TOTAL CONSTRUCTION COSTS:	\$12,587,610	\$56,873,417	\$69,461,027
<i>LOT COUNT:</i>	973	973	973
<i>COST / LOT:</i>	\$13,000	\$58,500	\$71,400
<i>NET DEVELOPABLE ACREAGE:</i>			
<i>COST / DEVELOPABLE ACRE:</i>			
<i>TOTAL GROSS ACREAGE:</i>			
<i>COST / GROSS ACRE:</i>			

OPINION OF PROBABLE COST SOLTERRA ZONE A REMAINDER OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\2022\12\13 - Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Solterra Zone A Remainder OPC SAP_v2.xlsx

**SOLTERRA ZONE A
REMAINDER OPC SAP**

DETAIL

ZONE A REMAINDER - PRIVATE

Lots: 973 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$2,537.00	19.	\$48,203.00
40' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$3,383.00	155.	\$524,365.00
50' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$4,228.00	340.	\$1,437,520.00
60' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$5,074.00	90.	\$456,660.00
70' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$5,919.00	9.	\$53,271.00
22' TOWNHOUSE PRODUCT: EXCAVATION (PRIVATE)	LOT	\$1,861.00	360.	\$669,960.00
TOTAL EXCAVATION				\$ 3,189,979.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL SANITARY SEWER SYSTEM				\$ 0.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STORM SEWER SYSTEM				\$ 0.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL WATER DISTRIBUTION SYSTEM				\$ 0.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STREET & ALLEY PAVING				\$ 0.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$1,987.00	19.	\$37,753.00
40' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$2,649.00	155.	\$410,595.00
50' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$3,311.00	340.	\$1,125,740.00
60' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$3,973.00	90.	\$357,570.00
70' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$4,635.00	9.	\$41,715.00
22' TOWNHOUSE PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$1,457.00	360.	\$524,520.00
TOTAL RETAINING WALLS				\$ 2,497,893.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$937.00	19.	\$17,803.00
40' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$1,249.00	155.	\$193,595.00
50' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$1,561.00	340.	\$530,740.00
60' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$1,873.00	90.	\$168,570.00
70' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$2,185.00	9.	\$19,665.00
22' TOWNHOUSE PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$687.00	360.	\$247,320.00
ROW DEDICATION	ACRE	\$22,882.90	42.41	\$970,463.79
TOTAL MISCELLANEOUS ITEMS				\$ 2,148,156.79

OPINION OF PROBABLE COST SOLTERRA ZONE A REMAINDER OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20221213 - Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Solterra Zone A Remainder OPC SAP_v2.xlsx

**SOLTERRA ZONE A
REMAINDER OPC SAP**

DETAIL

ZONE A REMAINDER - PRIVATE

Lots: 973 ||

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
PRIVATE LANDSCAPE - PHASE 2	LS	\$557,426.10	1.	\$557,426.10
PRIVATE LANDSCAPE - PHASE 3	LS	\$376,640.00	1.	\$376,640.00
PRIVATE LANDSCAPE - PHASE 4	LS	\$467,324.00	1.	\$467,324.00
PRIVATE LANDSCAPE - PHASE 5	LS	\$48,109.60	1.	\$48,109.60
PRIVATE LANDSCAPE - PHASE 6	LS	\$210,672.00	1.	\$210,672.00
PRIVATE LANDSCAPE - PHASE 7	LS	\$103,109.60	1.	\$103,109.60
TOTAL LANDSCAPING				\$ 1,763,281.30

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PRIVATE)	PERCENT	1.0% \$	9,599,310.09	\$96,000.00
GEOTECH TESTING (EXCAVATION)	PERCENT	1.0% \$	3,189,979.00	\$31,900.00
PLAN REVIEW FEE	PERCENT	0.2% \$	7,836,028.79	\$15,700.00
GRADING PERMIT FEE	LS	\$20,000.00	1.	\$20,000.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES	LOT	\$750.00	973.	\$729,750.00
LANDSCAPE ARCHITECT FEE - PRIVATE	PERCENT	7.0% \$	1,763,281.30	\$123,500.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	973.	\$340,550.00
FRANCHISE FEES				
GAS DISTRIBUTION ALLOWANCE	LOT	\$500.00	973.	\$486,500.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 1,843,900.00

SUMMARY

A. EXCAVATION		\$	3,189,979.00
B. SANITARY SEWER SYSTEM		\$	-
C. STORM SEWER SYSTEM		\$	-
D. WATER DISTRIBUTION SYSTEM		\$	-
E. STREET & ALLEY PAVING		\$	-
F. RETAINING WALLS		\$	2,497,893.00
G. MISCELLANEOUS ITEMS		\$	2,148,156.79
H. LANDSCAPING		\$	1,763,281.30
I. ENGINEERING/TESTING/INSPECTION		\$	1,843,900.00
<i>SUB-TOTAL:</i>			\$11,443,210.09
<i>OVERALL CONTINGENCIES:</i>			10% \$1,144,400.00
TOTAL CONSTRUCTION COSTS:			\$12,587,610.09
<i>LOT COUNT:</i>		973	<i>COST / LOT:</i> \$13,000
<i>LF OF STREET:</i>		-	<i>COST / LF OF STREET:</i> -
<i>NET DEVELOPABLE ACREAGE:</i>		-	<i>COST / DEVELOPABLE ACRE:</i> -
<i>TOTAL GROSS ACREAGE:</i>		-	<i>COST / GROSS ACRE:</i> -

OPINION OF PROBABLE COST SOLTERRA ZONE A REMAINDER OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\2022\1213 - Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Solterra Zone A Remainder OPC SAP_v2.xlsm

REMAINDER OPC SAP

DETAIL

ZONE A REMAINDER - PID

Lots: 973 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$3,063.00	19.	\$58,197.00
40' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$4,083.00	155.	\$632,865.00
50' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$5,104.00	340.	\$1,735,360.00
60' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$6,125.00	90.	\$551,250.00
70' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$7,145.00	9.	\$64,305.00
22' TOWNHOUSE PRODUCT: EXCAVATION (PUBLIC)	LOT	\$2,246.00	360.	\$808,560.00
SUB-TOTAL ZONE A REMAINDER - PID				\$3,850,537.00

MESQUITE VALLEY INTERSECTION

CLEARING AND GRUBBING - INTERSECTION	ACRE	\$3,500.00	1.	\$3,500.00
CLEARING AND GRUBBING - CHANNEL	ACRE	\$3,500.00	1.	\$3,500.00
ROW EXCAVATION	CY	\$4.00	4,000.	\$16,000.00
REMOVE 48" HEADWALL	EA	\$2,200.00	2.	\$4,400.00
REMOVE 48" RCP	EA	\$100.00	110.	\$11,000.00
REMOVE 18" HEADWALL	EA	\$1,500.00	1.	\$1,500.00
REMOVE STREET LIGHT	EA	\$3,000.00	1.	\$3,000.00
REMOVE STREET SIGNS	EA	\$500.00	5.	\$2,500.00
REMOVE GUARDRAIL	LF	\$25.00	280.	\$7,000.00
BAR DITCH GRADING	LS	\$9,000.00	1.	\$9,000.00
REMOVE EXISTING PAVEMENT	SY	\$60.00	1,094.	\$65,640.00
SUB-TOTAL MESQUITE VALLEY INTERSECTION				\$127,040.00
TOTAL EXCAVATION				\$ 3,977,577.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
30' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$6,013.00	19.	\$114,247.00
40' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$8,018.00	155.	\$1,242,790.00
50' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$10,022.00	340.	\$3,407,480.00
60' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$12,026.00	90.	\$1,082,340.00
70' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$14,031.00	9.	\$126,279.00
22' TOWNHOUSE PRODUCT: SANITARY SEWER SYSTEM	LOT	\$4,410.00	360.	\$1,587,600.00
TOTAL SANITARY SEWER SYSTEM				\$ 7,560,736.00

OPINION OF PROBABLE COST SOLTERRA ZONE A REMAINDER OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20221213 - Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Solterra Zone A Remainder OPC SAP_v2.xlsx

REMAINDER OPC SAP

DETAIL

ZONE A REMAINDER - PID

Lots: 973 ||

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE		TOTAL
30' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$6,250.00	19.	\$118,750.00
40' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$8,333.00	155.	\$1,291,615.00
50' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$10,416.00	340.	\$3,541,440.00
60' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$12,499.00	90.	\$1,124,910.00
70' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$14,582.00	9.	\$131,238.00
22' TOWNHOUSE PRODUCT: STORM SEWER SYSTEM	LOT	\$4,583.00	360.	\$1,649,880.00
SUB-TOTAL ZONE A REMAINDER - PID				\$7,857,833.00

ZONE A - PHASE 2 CONCRETE DIVERSION SWALE

CONCRETE DIVERSION SWALE	SY	\$120.00	4,547.	\$545,640.00
CREEK EROSION CONTROL ALLOWANCE	LS	\$150,000.00	1.	\$150,000.00
BONDS	PERCENT	2.0% \$	695,640.00	\$14,000.00
SUB-TOTAL ZONE A - PHASE 2 CONCRETE DIVERSION SWALE				\$709,640.00

ZONE A - PHASE 2/4 CREEK CROSSING

3 - 10' X 5' MBC	LF	\$2,270.00	60.	\$136,200.00
3 - 10' X 5' WINGWALL	EA	\$25,000.00	2.	\$50,000.00
12" GROUTED ROCK RIPRAP	SY	\$183.00	167.	\$30,561.00
PEDESTRIAN RAIL	LF	\$150.00	120.	\$18,000.00
CREEK EROSION CONTROL ALLOWANCE	LS	\$150,000.00	1.	\$150,000.00
TRENCH SAFETY	LF	\$2.00	60.	\$120.00
T.V. TESTING	LF	\$2.00	60.	\$120.00
BONDS	PERCENT	2.0% \$	385,001.00	\$7,800.00
SUB-TOTAL ZONE A - PHASE 2/4 CREEK CROSSING				\$392,801.00

ZONE A - PHASE 3 CREEK CROSSING

4 - 8' X 5' MBC	LF	\$2,080.00	72.	\$149,760.00
4 - 8' X 5' WINGWALL	EA	\$25,000.00	2.	\$50,000.00
12" GROUTED ROCK RIPRAP	SY	\$183.00	200.	\$36,600.00
PEDESTRIAN RAIL	LF	\$150.00	217.	\$32,550.00
TRENCH SAFETY	LF	\$2.00	72.	\$144.00
CREEK EROSION CONTROL ALLOWANCE	LS	\$150,000.00	1.	\$150,000.00
T.V. TESTING	LF	\$2.00	72.	\$144.00
BONDS	PERCENT	2.0% \$	419,198.00	\$8,400.00
SUB-TOTAL ZONE A - PHASE 3 CREEK CROSSING				\$427,598.00

OPINION OF PROBABLE COST SOLTERRA ZONE A REMAINDER OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\2022\1213 - Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Solterra Zone A Remainder OPC SAP_v2.xlsx

REMAINDER OPC SAP

DETAIL

ZONE A REMAINDER - PID

Lots: 973 ||

MESQUITE VALLEY INTERSECTION				
18" RCP	LF	\$118.00	40.	\$4,720.00
24" RCP	LF	\$171.00	200.	\$34,200.00
8'x5' RCB	LF	\$734.00	150.	\$110,100.00
5' INLET	EA	\$4,880.00	1.	\$4,880.00
4' x 4' "Y" INLET	EA	\$5,600.00	1.	\$5,600.00
INLET PROTECTION	EA	\$250.00	2.	\$500.00
18" HEADWALL	EA	\$2,300.00	1.	\$2,300.00
18" CH-PW-0 HEADWALL	EA	\$4,600.00	1.	\$4,600.00
8' X 5' TX-DOT FW-0 HEADWALL	EA	\$23,000.00	1.	\$23,000.00
8' X 5' TX-DOT PW-0 WINGWALL	EA	\$23,000.00	1.	\$23,000.00
CONCRETE CHANNEL	SY	\$120.00	550.	\$66,000.00
12" GROUTED ROCK RIPRAP	SY	\$183.00	45.	\$8,235.00
24" GROUTED ROCK RIPRAP	SY	\$300.00	230.	\$69,000.00
T.V. TESTING	LF	\$2.00	390.	\$780.00
TRENCH SAFETY	LF	\$2.00	390.	\$780.00
BONDS	PERCENT	2.0%	\$ 357,695.00	\$7,200.00
SUB-TOTAL MESQUITE VALLEY INTERSECTION				\$364,895.00
TOTAL STORM SEWER SYSTEM				\$ 9,752,767.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE		TOTAL
30' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$5,659.00	19.	\$107,521.00
40' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$7,545.00	155.	\$1,169,475.00
50' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$9,431.00	340.	\$3,206,540.00
60' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$11,317.00	90.	\$1,018,530.00
70' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$13,203.00	9.	\$118,827.00
22' TOWNHOUSE PRODUCT: WATER DISTRIBUTION	LOT	\$4,150.00	360.	\$1,494,000.00
SUB-TOTAL ZONE A REMAINDER - PID				\$7,114,893.00
MESQUITE VALLEY INTERSECTION				
8" PVC WATERLINE	LF	\$72.00	100.	\$7,200.00
CONNECT TO EXISTING WATER LINE	EA	\$3,390.00	2.	\$6,780.00
FIRE HYDRANT ASSEMBLY	EA	\$8,620.00	1.	\$8,620.00
1" IRRIGATION SERVICE	EA	\$2,315.00	1.	\$2,315.00
16" STEEL ENCASEMENT	LF	\$275.00	70.	\$19,250.00
TRENCH SAFETY - WATER	LF	\$2.00	100.	\$200.00
TESTING (EXCLUDING GEOTECH) - WATER	LF	\$2.00	100.	\$200.00
BONDS	PERCENT	2.0%	\$ 44,565.00	\$900.00
SUB-TOTAL MESQUITE VALLEY INTERSECTION				\$45,465.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 7,160,358.00

OPINION OF PROBABLE COST SOLTERRA ZONE A REMAINDER OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20221213 - Soltterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Soltterra Zone A Remainder OPC SAP_v2.xlsx

REMAINDER OPC SAP

DETAIL

ZONE A REMAINDER - PID

Lots: 973 ||

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE		TOTAL
30' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$10,658.00	19.	\$202,502.00
40' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$14,210.00	155.	\$2,202,550.00
50' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$17,762.00	340.	\$6,039,080.00
60' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$21,315.00	90.	\$1,918,350.00
70' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$24,867.00	9.	\$223,803.00
22' TOWNHOUSE PRODUCT: STREET & ALLEY PAVING	LOT	\$7,816.00	360.	\$2,813,760.00
SUB-TOTAL ZONE A REMAINDER - PID				\$13,400,045.00

ZONE A INFRASTRUCTURE

TURN LANE IMPROVEMENTS	EA	\$200,000.00	2.	\$400,000.00
TWIN OAKS/CARTWRIGHT SIGNALIZATION	LS	\$135,057.99	1.	\$135,057.99
BONDS	PERCENT	2.0% \$	535,057.99	\$10,800.00
SUB-TOTAL ZONE A INFRASTRUCTURE				\$545,857.99

MESQUITE VALLEY INTERSECTION

8" REINF. CONCRETE STREET PAVEMENT	SY	\$66.00	1,790.	\$118,140.00
8" SUBGRADE PREPARATION	SY	\$6.70	1,890.	\$12,663.00
HYDRATED LIME (42#/SY)	TON	\$245.00	40.	\$9,800.00
8' CONCRETE SIDEWALK	LF	\$90.00	310.	\$27,900.00
BARRIER FREE RAMPS	EA	\$2,220.00	2.	\$4,440.00
PAVEMENT HEADER	LF	\$30.00	72.	\$2,160.00
REMOVE BARRICADE	EA	\$600.00	1.	\$600.00
PEDESTRIAN RAIL	LF	\$150.00	210.	\$31,500.00
24" WIDE PREFORMED THERPLASTIC PAVEMENT	LF	\$30.00	56.	\$1,680.00
CENTERLINE DOUBLE ROW MARKING	LF	\$15.00	295.	\$4,425.00
FREE RIGHT TURN LANE	LS	\$90,000.00	1.	\$90,000.00
EXISTING DRIVEWAY ADJUSTMENT	LS	\$15,000.00	1.	\$15,000.00
BONDS	PERCENT	2.0% \$	318,308.00	\$6,400.00
SUB-TOTAL MESQUITE VALLEY INTERSECTION				\$324,708.00

TOTAL STREET & ALLEY PAVING \$ 14,270,610.99

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
RETAINING WALLS - PID	LS	\$250,000.00	1.	\$250,000.00
SUB-TOTAL ZONE A REMAINDER - PID				\$250,000.00

MESQUITE VALLEY INTERSECTION

2' CONCRETE RETAINING WALL	LF	\$256.00	90.	\$23,040.00
3' CONCRETE RETAINING WALL	LF	\$304.00	50.	\$15,200.00
SUB-TOTAL MESQUITE VALLEY INTERSECTION				\$38,240.00

TOTAL RETAINING WALLS \$ 288,240.00

OPINION OF PROBABLE COST SOLTERRA ZONE A REMAINDER OPC SAP

·PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\2022\1213 - Soltterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Soltterra Zone A Remainder OPC SAP_v2.xlsx

REMAINDER OPC SAP

DETAIL

ZONE A REMAINDER - PID

Lots: 973 ||

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MESQUITE VALLEY INTERSECTION				
EROSION CONTROL				
SILT FENCE	LF	\$1.90	160.	\$304.00
CURLEX	LF	\$1.10	770.	\$847.00
SEEDING	SF	\$0.25	21,000.	\$5,250.00
ROCK CHECK DAM	EA	\$2,000.00	2.	\$4,000.00
CONSTRUCTION ENTRANCE	EA	\$3,000.00	1.	\$3,000.00
SWPPP & MONITORING	LS	\$5,000.00	1.	\$5,000.00
STREET LIGHTS				
STREET LIGHT	EA	\$5,000.00	1.	\$5,000.00
4" ELECTRIC CONDUIT	LF	\$12.00	120.	\$1,440.00
BONDS	PERCENT	2.0% \$	6,440.00	\$200.00
STREET SIGNS				
STREET NAME BLADES	EA	\$310.00	2.	\$620.00
STOP SIGNS	EA	\$140.00	3.	\$420.00
YIELD SIGNS	EA	\$150.00	1.	\$150.00
BONDS	PERCENT	2.0% \$	1,190.00	\$100.00
COORDINATION				
TRAFFIC CONTROL ALLOWANCE	LS	\$35,000.00	1.	\$35,000.00
FRANCHISE RELOCATION ALLOWANCE	LS	\$50,000.00	1.	\$50,000.00
TOTAL MISCELLANEOUS ITEMS				\$ 111,331.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
PUBLIC LANDSCAPE - PHASE 2	LS	\$1,065,759.20	1.	\$1,065,759.20
PUBLIC LANDSCAPE - PHASE 3	LS	\$1,020,919.55	1.	\$1,020,919.55
PUBLIC LANDSCAPE - PHASE 4	LS	\$652,739.52	1.	\$652,739.52
PUBLIC LANDSCAPE - PHASE 5	LS	\$175,688.70	1.	\$175,688.70
PUBLIC LANDSCAPE - PHASE 6	LS	\$220,984.50	1.	\$220,984.50
PUBLIC LANDSCAPE - PHASE 7	LS	\$214,165.60	1.	\$214,165.60
SUB-TOTAL ZONE A REMAINDER - PID				\$3,350,257.07
OFFSITE CITY TRAIL				
OFFSITE CITY TRAIL - REMAINDER	LS	\$213,360.00	1.	\$213,360.00
SUB-TOTAL OFFSITE CITY TRAIL				\$213,360.00
MESQUITE VALLEY INTERSECTION				
HYDROMULCH WITH TEMPORARY IRRIGATION	SF	\$0.25	87,120.	\$21,780.00
LANDSCAPING ALLOWANCE	LS	\$35,000.00	1.	\$35,000.00
SUB-TOTAL MESQUITE VALLEY INTERSECTION				\$56,780.00
TOTAL LANDSCAPING				\$ 3,620,397.07

OPINION OF PROBABLE COST SOLTERRA ZONE A REMAINDER OPC SAP

*PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\2022\1213 - Soltterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Soltterra Zone A Remainder OPC SAP_v2.xlsx

REMAINDER OPC SAP

DETAIL

ZONE A REMAINDER - PID

Lots: 973 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0%	\$ 41,859,940.99	\$1,674,400.00
GEOTECHNICAL TESTING (PAVING & UTILITIES)	PERCENT	1.0%	\$ 38,009,403.99	\$380,100.00
PLAN REVIEW FEE	PERCENT	0.2%	\$ 42,109,940.99	\$84,300.00
MUNICIPALITY & JURISDICTIONAL FEES - MESQUITE VALLEY				
EXCAVATION INSPECTION & TESTING FEE	PERCENT	1.0%	\$ 127,040.00	\$1,300.00
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0%	\$ 735,068.00	\$29,500.00
GEOTECHNICAL TESTING (EXCAVATION, PAVING, & PLAN REVIEW FEE ALLOWANCE)	PERCENT	1.0%	\$ 862,108.00	\$8,700.00
	LS	\$10,000.00	1.	\$10,000.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES - PID	LOT	\$2,200.00	973.	\$2,140,600.00
RESIDENT PROJECT ENGINEER - PID	LS	\$150,000.00	1.	\$150,000.00
SITE PLAN - REMAINDER	LS	\$80,000.00	1.	\$80,000.00
LANDSCAPE ARCHITECT FEE - PID	PERCENT	7.0%	\$ 3,563,617.07	\$249,500.00
OFFSITE CITY TRAIL - REMAINDER ENGINEERING FEES	PERCENT	10.0%	\$ 213,360.00	\$21,400.00
PROFESSIONAL FEES - MESQUITE VALLEY				
ENGINEERING/SURVEYING (A-G)	PERCENT	10.0%	\$ 1,011,679.00	\$101,200.00
SUBSURFACE UTILITY EXPLORATION	LS	\$15,000.00	1.	\$15,000.00
LANDSCAPE ARCHITECT FEE	LS	\$15,000.00	1.	\$15,000.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 4,961,000.00

SUMMARY

A. EXCAVATION		\$	3,977,577.00
B. SANITARY SEWER SYSTEM		\$	7,560,736.00
C. STORM SEWER SYSTEM		\$	9,752,767.00
D. WATER DISTRIBUTION SYSTEM		\$	7,160,358.00
E. STREET & ALLEY PAVING		\$	14,270,610.99
F. RETAINING WALLS		\$	288,240.00
G. MISCELLANEOUS ITEMS		\$	111,331.00
H. LANDSCAPING		\$	3,620,397.07
I. ENGINEERING/TESTING/INSPECTION		\$	4,961,000.00
<i>SUB-TOTAL:</i>			\$51,703,017.06
<i>OVERALL CONTINGENCIES:</i>		10%	\$5,170,400.00
TOTAL CONSTRUCTION COSTS:			\$56,873,417.06
<i>LOT COUNT:</i>		973	<i>COST / LOT:</i> \$58,500
<i>LF OF STREET:</i>		-	<i>COST / LF OF STREET:</i> -
<i>NET DEVELOPABLE ACREAGE:</i>		-	<i>COST / DEVELOPABLE ACRE:</i> -
<i>TOTAL GROSS ACREAGE:</i>		-	<i>COST / GROSS ACRE:</i> -

OPINION OF PROBABLE COST SOLTERRA ZONE A REMAINDER OPC SAP

·PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\2022\1213 - Solterra Zone A Remainder OPC SAP_v2\405.3 MS Office\Solterra Zone A Remainder OPC SAP_v2.xlsx

**SOLTERRA ZONE C
REMAINDER OPC SAP**

SUMMARY

OVERALL SUMMARY	
A. EXCAVATION	\$ 2,659,989
B. SANITARY SEWER SYSTEM	\$ 2,812,883
C. STORM SEWER SYSTEM	\$ 3,723,013
D. WATER DISTRIBUTION SYSTEM	\$ 2,226,233
E. STREET & ALLEY PAVING	\$ 5,515,745
F. RETAINING WALLS	\$ 1,625,267
G. MISCELLANEOUS ITEMS	\$ 531,166
H. LANDSCAPING	\$ 1,467,926
I. ENGINEERING/TESTING/INSPECTION	\$ 3,106,400
<i>SUB-TOTAL:</i>	\$ 23,668,622
<i>10% CONTINGENCY:</i>	\$ 2,367,000
TOTAL CONSTRUCTION COSTS:	\$ 26,035,122
<i>LOT COUNT:</i>	400
<i>COST / LOT:</i>	\$65,100
<i>NET DEVELOPABLE ACREAGE:</i>	
<i>COST / DEVELOPABLE ACRE:</i>	
<i>TOTAL GROSS ACREAGE:</i>	
<i>COST / GROSS ACRE:</i>	

OPINION OF PROBABLE COST SOLTERRA ZONE C REMAINDER OPC SAP

·PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Remainder OPC SAP_v4\405.3 MS Office\Solterra Zone C Remainder OPC SAP - Excel.xlsxm

GENERAL

- 1 This estimate is based on construction plans and costs for Solterra South, Phase 3-5.
- 2 The tract is located within the City of Mesquite.
- 3 This estimate used the current water, sewer, paving, and storm drainage design criteria specified by the City of Mesquite.
- 4 Unit prices do not reflect rock excavation.
- 5 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 6 Impact fees, assessments, credits, etc. are not included in the estimate.
- 7 This estimate does not include tree survey or tree mitigations.
- 8 This estimate is based on environmental reports and wetlands determinations.
- 9 This estimate assumes Faithon P. Lucas Sr. Boulevard improvements will not be built concurrently or prior to the construction of Phase 1. Any adjustments to the proposed driveway connections are assumed to be the responsibility of those improving Faithon P. Lucas Sr. Boulevard.
- 10 The fees listed were provided by The City of Mesquite.

SANITARY SEWER

- 1 This estimate assumes a connection to the existing sanitary sewer transmission lines. No costs for improvements to existing sewer lines are anticipated in this estimate.
- 2 Sewer testing includes T.V. testing.
- 3 Zone costs include out-of-phase sewer and aerial crossing for connection to the existing transmission line in South Mesquite Creek.

STORM DRAINAGE

- 1 This estimate was prepared based on the approved FEMA CLOMR issued on January 7, 2022, for South Mesquite Creek adjacent to the Solterra development.
- 2 This estimate includes the cost for culvert crossings on the existing drainage ditches at each connection to the existing Lucas Blvd.
- 3 Zone improvements include storm drainage improvements related to Daisy Hollow Loop.

WATER

- 1 This estimate assumes that the tract is supplied water by the City of Mesquite.
- 2 Water line includes all fittings, tees, crosses, reducers, etc.
- 3 Fire hydrant assembly includes all fittings, tees, and valves.
- 4 Assumes all waterlines are less than 10' deep.
- 5 This estimate was performed without the benefit of a water model.
- 6 This estimate does not include the cost to remove and relocate existing waterlines.
- 7 This estimate assumes no water wells are on site.
- 8 Zone improvements include water improvements related to Daisy Hollow Loop.

PAVING

- 1 This estimate is based on the following street section:
 - 60' ROW (Zone improvement - Daisy Hollow Loop): 37" B-B, 8" reinforced concrete with 8" lime subgrade
 - 51' ROW: 31" B-B, 6" reinforced concrete with 6" lime subgrade
 - 28' ROW: 24" E-E, 8-5-8" reinforced concrete with 6" lime subgrade
 - 20' ROW: 12" E-E, 8-5-8" reinforced concrete with 6" lime subgrade
- 2 Estimate does not include median paving and/or pavers.
- 3 This estimate does not include costs for turn lanes or traffic signalization.

MISCELLANEOUS

- 1 This estimate does not include any costs for existing franchise utility relocations.
- 2 This estimate assumes there are no existing gas lines.
- 3 Franchise costs to deliver electricity are not included in this estimate.
- 4 Franchise costs to deliver gas are included in this estimate at \$500 per lot.
- 5 This cost estimate does not include county plat filling costs.

LANDSCAPING

- 1 Hardscaping and landscaping are included in this estimate.

OPINION OF PROBABLE COST- SOLTERRA ZONE C REMAINDER OPC SAP

S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Remainder OPC SAP_v4\405.3 MS Office\Solterra Zone C Remainder OPC SAP - Notes.docx

GENERAL

- 1 This estimate of probable cost was prepared for the McKenzie collector alignment dated 3/25/2022.
- 2 The tract is located within the City of Mesquite and is generally described as being located 1000 feet Southeast of the intersection of Faithon P. Lucas Blvd and McKenzie Road.
- 3 This estimate used the current water, sewer, paving, and storm drainage design criteria specified by the City of Mesquite.
- 4 This estimate assumes public infrastructure will be conveyed to and accepted by the City of Mesquite at project completion. Costs for future maintenance of infrastructure has not been considered.
- 5 This estimate is based on unit prices received for Solterra South Phase 2 (Utilities & Paving) and Phase 3 (Excavation) supplemented by LIA unit prices updated July 2022.
- 6 This estimate was prepared without the benefit of geotechnical data. Geotechnical knowledge collected from USDA soils maps and similar projects was used to inform assumptions related to project costs.
- 7 This estimate was prepared without the benefit of an environmental report or wetlands determination. The National Wetlands Inventory maps denote jurisdictional features may be present on site and roads may potentially cross these features.
- 8 This estimate was prepared utilizing topographic assumptions based on 2 ft LIDAR contours sourced from Vargis.
- 9 This estimate does not consider phasing or construction sequencing costs and does not contemplate progression of site development. This estimate allocates costs to phases based on infrastructure developed within individual phase boundary.
- 10 This estimate includes allowances to remove existing paving, storm, and water infrastructure. Scope of demolition should be informed by on the ground survey prior to final design.
- 11 This estimate assumes that a variance will be provided by the City of Mesquite to allow for an angle at of an intersection that is greater than a 10 degree skew from 90 degrees.
- 12 This estimate assumes that McKenzie Road will have temporary asphalt transitions during construction.
- 13 This estimate assumes the McKenzie Trails development will build approximately 592 LF of the proposed McKenzie collector alignment.
- 14 ***There is potential for traffic signalization at the intersection of McKenzie Road & FP Lucas Boulevard that may require cost participation from the Solterra Development. A cost has been included in this estimate for traffic signalization.***

GRADING

- 1 Unit prices do not reflect rock excavation.
- 2 This estimate assumes a unit excavation of 3' across the ROW.
- 3 This estimate assumes site will balance cut, fill, and spoil material at project completion over the proposed ROW and adjacent developments. It does not consider costs for import or export of material off project.
- 4 This estimate assumes that grading and tree removal will be allowed by all adjacent property owners for the construction of the road and any channels along the road.

SANITARY SEWER

- 1 No sanitary sewer infrastructure costs are considered in this estimate.
- 2 This estimate assumes no cost with relocation to the existing force main located under the existing McKenzie Road.

STORM DRAINAGE

- 1 This estimate was prepared without the benefit of a flood study and a floodplain water surface elevation analysis.
- 2 This estimate assumes proposed development will not impact the FEMA 1% floodplain.
- 3 This estimate assumes that the proposed culverts will be sized to pass modeled 100 yr flows with no increase in water surface elevation on the upstream side.
- 4 This estimate assumes floodplain excavation outside of the proposed ROW will be permitted on the City of Mesquite property to mitigate rises in water surface elevations.
- 5 The size for the culvert crossing of the Lawson Tributary was pulled from the preliminary Mesquite Lawson Rd Sewer and Drainage Improvements study done by Garver and dated 08/19/2021.
- 6 This estimate assumes that the culverts for the culvert crossing of the Lawson Tributary will be cast in place per TxDOT standard drawings.
- 7 This estimate assumes a culvert is needed to pass flow from the existing pond on the Mesquite Tract. Based on available topography, the culvert was sized for a basin of 10.86 acres using a Tc of 15 minutes.
- 8 This estimate includes cost for a culvert crossing of the proposed alignment due to an existing ditch along the existing McKenzie Road.
- 9 This estimate assumes that a bar ditch will be allowed to convey flow to the proposed 5-10'x7' culvert that crosses the existing concrete channel. Cost has been included for channel excavation and erosion control lining.
- 10 Additional grade-to-drain quantities may be required based on final design topography.

OPINION OF PROBABLE COST- SOLTERRA ZONE C REMAINDER OPC SAP

"S:\NIX-LAND\0062\400 LAND\405 Cost Estimate\20230315 - Solterra Zone C Remainder OPC SAP_v3\405.3 MS Office\McKenzie Cost Estimate - Notes.docx"

WATER

- 1 Water line includes all fittings, tees, crosses, etc.
- 2 Fire hydrant assembly includes all fittings, tees and valves.
- 3 Assumes all waterlines are less than 10' deep.
- 4 The cost to adjust existing valves and hydrants is based on the unit price to install each appurtenance assuming no salvage.
- 5 This estimate assumes that the waterline can remain in place where fill is anticipated along existing McKenzie Road. Per construction plans dated 11/17/1993, city contract no. 92-55, the existing waterline was installed at approximately 4.0' depth of cover.
- 6 This estimate assumes that the 16" waterline can be turned off in order to make the hydrant and valve adjustments.

PAVING

- 1 This estimate is based on the following street sections:
60' ROW: 37' B-B, 8" reinforced concrete with 8" lime subgrade (section has a 4.32" crown)
- 2 Estimate does not include median paving and/or pavers.
- 3 Barrier free ramps have been included based on standard placing practice of 4 ramps at a cross intersection and 2 ramps at a tee intersection. Additional ADA ramps may be required by jurisdictions during plan review. This estimate does not contemplate ADA destinations and assumes longitudinal roadway slopes of greater 2% or greater may be used in all residential intersections.
- 4 This estimate includes cost to tie the existing McKenzie asphalt road into the intersection of the proposed McKenzie collector.
- 5 This estimate does not include cost to build a permanent cul-de-sac for the existing McKenzie Road and is assumed to be done by others.
- 6 Additional pavement markings and traffic signs may also be required.

MISCELLANEOUS

- 1 Street lights are spaced at a maximum of 500'.
- 2 This estimate includes cost for street lights relocation only and does include cost for connections to existing electric or new electric to serve them.
- 3 This estimate does not include cost to relocate power poles within the City of Mesquite property running parallel to the McKenzie Trails development.
- 4 Existing fiber optic lines appear to run along the existing McKenzie Road. Cost to relocate existing franchise lines is included as an allowance.
- 5 Off-site easement and Right-of-Way acquisition is assumed to be a responsibility of the Developer and any required easements will be granted at no cost to the developer.

LANDSCAPING

- 1 Hardscaping, landscaping, and amenity costs are not included in this estimate.
- 2 Cost for entry monumentation are not included in this estimate.
- 3 Cost for 8' trail has been included in the paving section.

DEVELOPMENT

- 1 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 2 The municipal and jurisdictional fees listed have been generated based on researched information published by The City of Mesquite. This estimate holds the following fee assumptions:

Applicable & included	Potentially Applicable & Excluded	Not Applicable
Final Plat application fee (City)	Preliminary Plat Fee	Zoning/Rezoning fee
Engineering Plan review fees (City)	Engineering Plan review fees (other jurisdictions)	TCEQ review fee
	Plat filing fees	MUD Engineer review fees
	Tax Certificate fees	District fees
	Impact fees, assessments, or credits	
	Floodplain Development fee (City)	
	Park fees (City) – see notes	
	Early Grading fees	
	Urban Forestry Permit fees	
	Community Facility Agreement fees	
	City Inspection fees (Water, Sewer, Paving, Storm)	

- 3 This estimate does not include costs for infrastructure and/or participation required by development agreements.
- 4 This estimate does not include FEMA application fees.
- 5 This estimate does not include costs for permitting and mitigating development within the limits of those jurisdictional features regulated by the USACE.
- 6 Professional fees for engineering and surveying are assumed as 12% of projected construction costs.
- 7 This estimate does not include professional fee assumptions for geotechnical testing and reports.
- 8 This estimate does not include professional fee assumptions for environmental reports, wetlands determination, and permitting of the removal and mitigation of jurisdictional features.
- 9 This estimate does not include professional fee assumptions for tree survey or tree mitigations.

OPINION OF PROBABLE COST- SOLTERRA ZONE C REMAINDER OPC SAP

"S:\NIX-LAND\0062\400 LAND\405 Cost Estimate\20230315 - Solterra Zone C Remainder OPC SAP_v3\405.3 MS Office\McKenzie Cost Estimate - Notes.docx"

**SOLTERRA ZONE C
REMAINDER OPC SAP**

SUMMARY

	Zone C Remainder - Private	Zone C Remainder - PID	Zone C Remainder Total
OVERALL SUMMARY			
A. EXCAVATION	\$ 1,823,277.00	\$ 836,712	\$ 2,659,989
B. SANITARY SEWER SYSTEM		\$ 2,812,883	\$ 2,812,883
C. STORM SEWER SYSTEM		\$ 3,723,013	\$ 3,723,013
D. WATER DISTRIBUTION SYSTEM		\$ 2,226,233	\$ 2,226,233
E. STREET & ALLEY PAVING		\$ 5,515,745	\$ 5,515,745
F. RETAINING WALLS	\$ 1,485,420.00	\$ 139,847	\$ 1,625,267
G. MISCELLANEOUS ITEMS	\$ 146,291.00	\$ 384,875	\$ 531,166
H. LANDSCAPING	\$ 1,229,025.20	\$ 238,901	\$ 1,467,926
I. ENGINEERING/TESTING/INSPECTION	\$ 798,300.00	\$ 2,308,100	\$ 3,106,400
<i>SUB-TOTAL:</i>	\$ 5,482,313	\$ 18,186,309	\$ 23,668,622
<i>10% CONTINGENCY:</i>	\$ 548,300	\$ 1,818,700	\$ 2,367,000
TOTAL CONSTRUCTION COSTS:	\$6,030,613	\$20,005,009	\$ 26,035,122
<i>LOT COUNT:</i>	400	400	400
<i>COST / LOT:</i>	\$15,100	\$50,100	\$65,100
<i>NET DEVELOPABLE ACREAGE:</i>			
<i>COST / DEVELOPABLE ACRE:</i>			
<i>TOTAL GROSS ACREAGE:</i>			
<i>COST / GROSS ACRE:</i>			

OPINION OF PROBABLE COST SOLTERRA ZONE C REMAINDER OPC SAP

·PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Remainder OPC SAP_v4\405.3 MS Office\Solterra Zone C Remainder OPC SAP - Excel.xlsxm

**SOLTERRA ZONE C
REMAINDER OPC SAP**

DETAIL

ZONE C REMAINDER - PRIVATE

Lots: 400 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$4,027.00	189.	\$761,103.00
50' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$5,034.00	211.	\$1,062,174.00
TOTAL EXCAVATION				\$ 1,823,277.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL SANITARY SEWER SYSTEM				\$ 0.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STORM SEWER SYSTEM				\$ 0.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL WATER DISTRIBUTION SYSTEM				\$ 0.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STREET & ALLEY PAVING				\$ 0.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$3,281.00	189.	\$620,109.00
50' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$4,101.00	211.	\$865,311.00
TOTAL RETAINING WALLS				\$ 1,485,420.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$323.00	189.	\$61,047.00
50' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$404.00	211.	\$85,244.00
TOTAL MISCELLANEOUS ITEMS				\$ 146,291.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
PRIVATE LANDSCAPE - PHASE 4/5	LS	\$706,648.80	1.	\$706,648.80
POCKET PARKS - PHASE 4/5	LS	\$522,376.40	1.	\$522,376.40
TOTAL LANDSCAPING				\$ 1,229,025.20

OPINION OF PROBABLE COST SOLTERRA ZONE C REMAINDER OPC SAP

\\PATH: \\S\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Remainder OPC SAP_v4\405.3 MS Office\Solterra Zone C Remainder OPC SAP - Excel.xlsxm

**SOLTERRA ZONE C
REMAINDER OPC SAP**

DETAIL

ZONE C REMAINDER - PRIVATE

Lots: 400 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PRIVATE)	PERCENT	1.0% \$	4,684,013.20	\$46,900.00
GEOTECH TESTING (EXCAVATION)	PERCENT	1.0% \$	1,823,277.00	\$18,300.00
PLAN REVIEW FEE	PERCENT	0.2% \$	3,454,988.00	\$7,000.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES (PRIVATE)	LOT	\$750.00	400.	\$300,000.00
LANDSCAPE ARCHITECT FEE (PRIVATE)	PERCENT	7.0% \$	1,229,025.20	\$86,100.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	400.	\$140,000.00
FRANCHISE FEES				
GAS DISTRIBUTION ALLOWANCE	LOT	\$500.00	400.	\$200,000.00
ELECTRIC DISTRIBUTION ALLOWANCE	LOT	\$0.00	400.	\$0.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 798,300.00

SUMMARY

A. EXCAVATION				\$ 1,823,277.00
B. SANITARY SEWER SYSTEM				\$ -
C. STORM SEWER SYSTEM				\$ -
D. WATER DISTRIBUTION SYSTEM				\$ -
E. STREET & ALLEY PAVING				\$ -
F. RETAINING WALLS				\$ 1,485,420.00
G. MISCELLANEOUS ITEMS				\$ 146,291.00
H. LANDSCAPING				\$ 1,229,025.20
I. ENGINEERING/TESTING/INSPECTION				\$ 798,300.00
<i>SUB-TOTAL:</i>				\$5,482,313.20
<i>OVERALL CONTINGENCIES:</i>				10% \$548,300.00
TOTAL CONSTRUCTION COSTS:				\$6,030,613.20
<i>LOT COUNT:</i>		400	<i>COST / LOT:</i> \$15,100	
<i>LF OF STREET:</i>		-	<i>COST / LF OF STREET:</i> -	
<i>NET DEVELOPABLE ACREAGE:</i>		-	<i>COST / DEVELOPABLE ACRE:</i> -	
<i>TOTAL GROSS ACREAGE:</i>		-	<i>COST / GROSS ACRE:</i> -	

OPINION OF PROBABLE COST SOLTERRA ZONE C REMAINDER OPC SAP

\\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Remainder OPC SAP_v4\405.3 MS Office\Solterra Zone C Remainder OPC SAP - Excel.xlsxm

**SOLTERRA ZONE C
REMAINDER OPC SAP**

DETAIL

ZONE C REMAINDER - PID

Lots: 400 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
ZONE C REMAINDER - PID				
40' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$1,650.00	189.	\$311,850.00
50' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$2,062.00	211.	\$435,082.00
SUB-TOTAL ZONE C REMAINDER - PID				\$746,932.00
MCKENZIE COLLECTOR				
CLEARING AND GRUBBING	ACRE	\$3,500.00	3.5	\$12,250.00
CLEARING AND GRUBBING - TREE REMOVAL	ACRE	\$3,500.00	3.5	\$12,250.00
UNCLASSIFIED EXCAVATION	CY	\$4.00	12,000.	\$48,000.00
REMOVE EXISTING ASPHALT PAVEMENT	SY	\$60.00	270.	\$16,200.00
FLOODPLAIN EXCAVATION	CY	\$4.00	270.	\$1,080.00
SUB-TOTAL MCKENZIE COLLECTOR				\$89,780.00
TOTAL EXCAVATION				\$ 836,712.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$6,213.00	189.	\$1,174,257.00
50' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$7,766.00	211.	\$1,638,626.00
TOTAL SANITARY SEWER SYSTEM				\$ 2,812,883.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
ZONE C REMAINDER - PID				
40' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$6,559.00	189.	\$1,239,651.00
50' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$8,199.00	211.	\$1,729,989.00
SUB-TOTAL ZONE C REMAINDER - PID				\$2,969,640.00
MCKENZIE COLLECTOR				
18" RCP	LF	\$118.00	105.	\$12,390.00
21" RCP	LF	\$119.00	95.	\$11,305.00
42" RCP	LF	\$289.00	60.	\$17,340.00
3'x3' RCB	LF	\$272.00	60.	\$16,320.00
5' INLET	EA	\$4,687.50	6.	\$28,125.00
INLET PROTECTION	EA	\$250.00	6.	\$1,500.00
21" HEADWALL	EA	\$2,875.00	3.	\$8,625.00
36" HEADWALL	EA	\$3,375.00	2.	\$6,750.00
42" HEADWALL	EA	\$5,000.00	2.	\$10,000.00
12" GROUTED ROCK RIPRAP	SY	\$183.00	81.	\$14,823.00
CHANNEL	LF	\$45.00	1,095.	\$49,275.00
TV TESTING	LF	\$2.00	320.	\$640.00
TRENCH SAFETY	LF	\$2.00	320.	\$640.00
BONDS	PERCENT	2.0% \$	177,733.00	\$3,600.00
SUB-TOTAL MCKENZIE COLLECTOR				\$181,333.00
LAWSON TRIBUTARY CULVERT CROSSING				
5 - 10' X 7' MBC	LF	\$5,000.00	60.	\$300,000.00
5 - 10' X 7' WINGWALL	EA	\$83,000.00	2.	\$166,000.00
PEDESTRIAN RAIL	LF	\$150.00	230.	\$34,500.00
CONCRETE CHANNEL ADJUSTMENT FOR 5-10'X7'	LS	\$20,000.00	2.	\$40,000.00
CONCRETE CHANNEL ADJUSTMENT FOR	LS	\$20,000.00	1.	\$20,000.00
TV TESTING	LF	\$2.00	60.	\$120.00
TRENCH SAFETY	LF	\$2.00	60.	\$120.00
BONDS	PERCENT	2.0% \$	560,740.00	\$11,300.00
SUB-TOTAL LAWSON TRIBUTARY CULVERT CROSSING				\$572,040.00
TOTAL STORM SEWER SYSTEM				\$ 3,723,013.00

OPINION OF PROBABLE COST SOLTERRA ZONE C REMAINDER OPC SAP

\\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Remainder OPC SAP_v4\405.3 MS Office\Solterra Zone C Remainder OPC SAP - Excel.xlsx

**SOLTERRA ZONE C
REMAINDER OPC SAP**

DETAIL

ZONE C REMAINDER - PID

Lots: 400 ||

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE		TOTAL
ZONE C REMAINDER - PID				
40' PRODUCT: WATER DISTRIBUTION SYSTEM	LOT	\$4,893.00	189.	\$924,777.00
50' PRODUCT: WATER DISTRIBUTION SYSTEM	LOT	\$6,116.00	211.	\$1,290,476.00
SUB-TOTAL ZONE C REMAINDER - PID				\$2,215,253.00
MCKENZIE COLLECTOR				
ADJUST EXISTING HYDRANTS	EA	\$3,890.00	1.	\$3,890.00
ADJUST EXISTING BLOW OFF VALVE	EA	\$2,500.00	1.	\$2,500.00
ADJUST EXISTING 16" GATE VALVE	EA	\$4,290.00	1.	\$4,290.00
BONDS	PERCENT	2.0% \$	10,680.00	\$300.00
SUB-TOTAL MCKENZIE COLLECTOR				\$10,980.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 2,226,233.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE		TOTAL
ZONE C REMAINDER - PID				
40' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$10,020.00	189.	\$1,893,780.00
50' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$12,525.00	211.	\$2,642,775.00
SUB-TOTAL ZONE C REMAINDER - PID				\$4,536,555.00
MCKENZIE COLLECTOR				
8" REINF. CONCRETE STREET PAVEMENT	SY	\$66.00	5,630.	\$371,580.00
8" SUBGRADE PREPARATION	SY	\$6.70	5,930.	\$39,731.00
HYDRATED LIME	TON	\$245.00	107.	\$26,215.00
5' CONCRETE SIDEWALK	LF	\$42.00	1,262.	\$53,004.00
8' CONCRETE SIDEWALK	LF	\$90.00	1,346.	\$121,140.00
BARRIER FREE RAMPS	EA	\$2,220.00	6.	\$13,320.00
EXISTING MCKENZIE CONNECTION	LS	\$25,000.00	2.	\$50,000.00
TEMPORARY ASPHALT TRANSITION	EA	\$20,000.00	1.	\$20,000.00
REMOVE TEMPORARY ASPHALT TRANSITION	EA	\$15,000.00	1.	\$15,000.00
TRAFFIC CONTROL	LS	\$50,000.00	1.	\$50,000.00
TRAFFIC SIGNALIZATION (LUCAS/MCKENZIE)	LS	\$200,000.00	1.	\$200,000.00
BONDS	PERCENT	2.0% \$	959,990.00	\$19,200.00
SUB-TOTAL MCKENZIE COLLECTOR				\$979,190.00
TOTAL STREET & ALLEY PAVING				\$ 5,515,745.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: RETAINING WALLS (PUBLIC)	LOT	\$309.00	189.	\$58,401.00
50' PRODUCT: RETAINING WALLS (PUBLIC)	LOT	\$386.00	211.	\$81,446.00
TOTAL RETAINING WALLS				\$ 139,847.00

OPINION OF PROBABLE COST SOLTERRA ZONE C REMAINDER OPC SAP

-PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Remainder OPC SAP_v4\405.3 MS Office\Solterra Zone C Remainder OPC SAP - Excel.xlsx

**SOLTERRA ZONE C
REMAINDER OPC SAP**

DETAIL

ZONE C REMAINDER - PID

Lots: 400 ||

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
ZONE C REMAINDER - PID				
40' PRODUCT: MISCELLANEOUS ITEMS (PUBLIC)	LOT	\$729.00	189.	\$137,781.00
50' PRODUCT: MISCELLANEOUS ITEMS (PUBLIC)	LOT	\$911.00	211.	\$192,221.00
SUB-TOTAL ZONE C REMAINDER - PID				\$330,002.00
MCKENZIE COLLECTOR EASEMENTS				
OFFSITE EASEMENT ACQUISITION	SF	\$1.00	0.	\$0.00
SUB-TOTAL EASEMENTS				\$0.00
EROSION CONTROL				
SILT FENCE	LF	\$1.90	1,255.	\$2,384.50
CURLEX	LF	\$1.10	2,680.	\$2,948.00
CONSTRUCTION ENTRANCE	EA	\$3,000.00	1.	\$3,000.00
SWPPP & MONITORING	LS	\$5,000.00	1.	\$5,000.00
SUB-TOTAL EROSION CONTROL				\$13,332.50
TREE PROTECTION				
TREE PROTECTION	LS	\$20,000.00	1.	\$20,000.00
SUB-TOTAL TREE PROTECTION				\$20,000.00
STREET LIGHTS				
STREET LIGHT	EA	\$5,000.00	4.	\$20,000.00
BONDS	PERCENT	2.0% \$	20,000.00	\$400.00
SUB-TOTAL STREET LIGHTS				\$20,400.00
STREET SIGNS				
STREET NAME BLADES	EA	\$310.00	2.	\$620.00
STOP SIGNS	EA	\$140.00	3.	\$420.00
BONDS	PERCENT	2.0% \$	1,040.00	\$100.00
SUB-TOTAL STREET SIGNS				\$1,140.00
TOTAL MISCELLANEOUS ITEMS				\$ 384,874.50

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TRAIL & SCREENING PHASE 4/5	LS	\$238,901.00	1.	\$238,901.00
TOTAL LANDSCAPING				\$ 238,901.00

OPINION OF PROBABLE COST SOLTERRA ZONE C REMAINDER OPC SAP

·PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Remainder OPC SAP_v4\405.3 MS Office\Solterra Zone C Remainder OPC SAP - Excel.xlsxm

**SOLTERRA ZONE C
REMAINDER OPC SAP**

DETAIL

ZONE C REMAINDER - PID

Lots: 400 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0% \$	13,666,137.50	\$546,700.00
GEOTECH TESTING (PAVING & UTILITIES)	PERCENT	1.0% \$	12,264,991.00	\$122,700.00
PLAN REVIEW FEE	PERCENT	0.2% \$	13,805,984.50	\$27,700.00
<i>SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES</i>				<i>\$697,100.00</i>
MUNICIPALITY & JURISDICTIONAL FEES - MCKENZIE				
EXCAVATION INSPECTION & TESTING FEE	PERCENT	1.0% \$	89,780.00	\$900.00
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0% \$	1,743,543.00	\$69,800.00
GEOTECH TESTING (EXCAVATION, PAVING & UTILITIES)	PERCENT	1.0% \$	1,833,323.00	\$18,400.00
PLAN REVIEW FEE	PERCENT	0.2% \$	1,743,543.00	\$3,500.00
<i>SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES - MCKENZIE</i>				<i>\$92,600.00</i>
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES - (PID)	LOT	\$2,200.00	400.	\$880,000.00
LANDSCAPE ARCHITECT FEE - PH 1 (PID)	PERCENT	7.0% \$	238,901.00	\$16,800.00
DRAINAGE STUDY	LS	\$75,000.00	1.	\$75,000.00
<i>SUB-TOTAL PROFESSIONAL FEES</i>				<i>\$971,800.00</i>
PROFESSIONAL FEES - MCKENZIE COLLECTOR				
ENGINEERING/SURVEYING (A-G)	PERCENT	12.0% \$	1,888,195.50	\$226,600.00
DRAINAGE STUDY UPDATE	LS	\$20,000.00	1.	\$20,000.00
<i>SUB-TOTAL PROFESSIONAL FEES - MCKENZIE COLLECTOR</i>				<i>\$246,600.00</i>
FRANCHISE FEES				
OVERHEAD ELECTRIC RELOCATION ALLOWANCE	LS	\$100,000.00	1.	\$100,000.00
LIFT STATION ELECTRIC ALLOWANCE	LS	\$100,000.00	1.	\$100,000.00
<i>SUB-TOTAL FRANCHISE FEES</i>				<i>\$200,000.00</i>
FRANCHISE FEES - MCKENZIE COLLECTOR				
POWER POLE RELOCATION	EA	\$25,000.00	2.	\$50,000.00
FRANCHISE RELOCATION ALLOWANCE	LS	\$50,000.00	1.	\$50,000.00
<i>SUB-TOTAL FRANCHISE FEES - MCKENZIE COLLECTOR</i>				<i>\$100,000.00</i>
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 2,308,100.00

SUMMARY

A. EXCAVATION		\$	836,712.00
B. SANITARY SEWER SYSTEM		\$	2,812,883.00
C. STORM SEWER SYSTEM		\$	3,723,013.00
D. WATER DISTRIBUTION SYSTEM		\$	2,226,233.00
E. STREET & ALLEY PAVING		\$	5,515,745.00
F. RETAINING WALLS		\$	139,847.00
G. MISCELLANEOUS ITEMS		\$	384,874.50
H. LANDSCAPING		\$	238,901.00
I. ENGINEERING/TESTING/INSPECTION		\$	2,308,100.00
<i>SUB-TOTAL:</i>			<i>\$18,186,308.50</i>
<i>OVERALL CONTINGENCIES:</i>		10%	<i>\$1,818,700.00</i>
TOTAL CONSTRUCTION COSTS:			\$20,005,008.50
<i>LOT COUNT:</i>	400	<i>COST / LOT:</i>	<i>\$50,100</i>
<i>LF OF STREET:</i>	-	<i>COST / LF OF STREET:</i>	-
<i>NET DEVELOPABLE ACREAGE:</i>	-	<i>COST / DEVELOPABLE ACRE:</i>	-
<i>TOTAL GROSS ACREAGE:</i>	-	<i>COST / GROSS ACRE:</i>	-

OPINION OF PROBABLE COST SOLTERRA ZONE C REMAINDER OPC SAP

·PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20230515 - Solterra Zone C Remainder OPC SAP_v4\405.3 MS Office\Solterra Zone C Remainder OPC SAP - Excel.xlsx

**SOLTERRA ZONE B
OPC SAP**

SUMMARY

OVERALL SUMMARY	
A. EXCAVATION	\$ 8,992,485
B. SANITARY SEWER SYSTEM	\$ 6,234,388
C. STORM SEWER SYSTEM	\$ 6,935,781
D. WATER DISTRIBUTION SYSTEM	\$ 5,330,630
E. STREET & ALLEY PAVING	\$ 15,164,060
F. RETAINING WALLS	\$ 4,692,750
G. MISCELLANEOUS ITEMS	\$ 2,302,394
H. LANDSCAPING	\$ 8,409,063
I. ENGINEERING/TESTING/INSPECTION	\$ 7,560,300
<i>SUB-TOTAL:</i>	\$ 65,621,851
<i>10% CONTINGENCY:</i>	\$ 6,562,300
TOTAL CONSTRUCTION COSTS:	\$ 72,184,151
<i>LOT COUNT:</i>	751
<i>COST / LOT:</i>	\$96,200
<i>NET DEVELOPABLE ACREAGE:</i>	
<i>COST / DEVELOPABLE ACRE:</i>	
<i>TOTAL GROSS ACREAGE:</i>	
<i>COST / GROSS ACRE:</i>	

OPINION OF PROBABLE COST SOLTERRA ZONE B OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Solterra Zone B OPC SAP\405.3 MS Office\Solterra Zone B OPC SAP.xlsm

GENERAL

- 1 OPC dated July 27, 2022, was updated to reflect revised pricing for Zone B, PID, Private and Zone Improvements.
- 2 This estimate of probable cost was prepared for the concept plan by LIA.
- 3 The tract is located within the City of Mesquite, within Mesquite ISD.
- 4 This estimate is based on cost "pet lot" averages from nearby developments and considers the density of the development.
- 5 This estimate uses the current water, sewer, paving, and storm drainage design criteria specified by the City of Mesquite.
- 6 This estimate approximates moisture conditioning costs based on a preliminary geotechnical report for Lucas Farms. It is assumed that 100% of lots will require moisture conditioning at a depth of 6'.
- 7 Unit prices do not reflect rock excavation.
- 8 This estimate was prepared utilizing topographic assumptions based on 2 ft LIDAR contours sourced from Vargis and identifies an approximate mean site grade of 5.7%.
- 9 Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
- 10 Impact fees, assessments, credits, etc. are not included in the estimate.
- 11 This estimate does not include tree survey or tree mitigations.
- 12 This estimate is based on environmental reports and wetlands determinations.
- 13 Costs of a flood study and FEMA processing are included in this estimate.
- 14 Any offsite easements and Right-of-Way acquisitions are the responsibility of the developer.
- 15 The fees listed were provided by The City of Mesquite.
- 16 This estimate assumes Lucas Boulevard improvements will be constructed by others.
- 17 This estimate was prepared without the benefit of an environmental report or wetlands. The National Wetlands Inventory maps denote that wetlands and other jurisdictional features may be present on site and proposed lots and roads may potentially cross these features.

WATER

- 1 Unit prices for Zone water lines includes all necessary fire hydrants, fittings, tees, valves, crosses, etc.
- 2 Assumes all waterlines are less than 10' deep.
- 3 This estimate was performed without the benefit of a water model.
- 4 This estimate does not include cost to remove and relocate existing waterlines.
- 5 This estimate assumes a 12" waterline will be needed.
- 6 This estimate does not include the costs for any transmission water mains.

SANITARY SEWER

- 1 This estimate assumes connection to the existing sanitary sewer transmission lines. No costs for improvements to existing sewer lines are anticipated in this estimate.
- 2 Unit prices for Zone sanitary sewer lines include all necessary manholes, trench safety, testing, etc.
- 3 Sewer testing includes TV testing.
- 4 This estimate was produced without the benefit of a comprehensive sewer study. Additional costs may occur due to extra deep or parallel sewer lines.

STORM DRAINAGE

- 1 This estimate was prepared without the benefit of a flood study and a floodplain water surface elevation analysis.
- 2 Costs for studies, easement releases, analysis of regional dams are not included in this estimate.
- 3 This estimate assumes any out-of-phase and offsite easements will be obtained for a drainage easement for storm outfalls. The costs associated with this are not included in this estimate.

GRADING

- 1 This estimate assumes a grading permit fee per the City of Mesquite. Fee includes a \$100 permit fee, \$500 for the 1st Acre of disturbed land, and \$100 for each additional acre (rounded up). For this estimate disturbed acres are assumed to be the net developable acres.

PAVING

- 1 This estimate is based on the following street section:
 - 60' ROW Undivided: 37" B-B, 8" reinforced concrete (section has a 4.32" crown based on City of Mesquite max 2% cross slope)
 - 51' ROW: 31" B-B, 6" reinforced concrete with 6" lime subgrade (section has a 3.60" crown) (not a City of Mesquite section)
 - 80' ROW Divided: 2 x 21" B-B, 8" reinforced concrete with 8" lime subgrade
 - 20' ROW: 12" E-E, 8" reinforced concrete with 6" lime subgrade (section has a 5" invert)

City of Mesquite has the above dimensions for alleys in their manual, however their detail has an 18' ROW.

 - Residential Roundabout entry lanes: 19" B-B, 8" reinforced concrete with 8" lime subgrade
 - Residential Roundabout: 8" reinforced concrete with 8" lime subgrade (Truck apron included)

City of Mesquite does not have a roundabout detail, Highbridge roundabout from city of Crandall was assumed

OPINION OF PROBABLE COST- SOLTERRA ZONE B OPC SAP

S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Solterra Zone B OPC SAP\405.3 MS Office\Solterra Zone B OPC SAP - Notes.docx

- 2 This estimate uses a Traffic Impact Analysis, produced by LJA and dated June 2020.
 - Offsite recommended improvements are assumed as a 0% shared cost to the Solterra development. It is assumed these improvements will be City projects and funded from the Road Impact Fee program.
 - This estimate assumes any additional proposed left and right turn lanes, not shown on the 99% plans to be additional cost. This estimate includes 1 left turn lane on Faithon P. Lucas, Sr. Boulevard.
- 3 Estimate does not include costs for road signalization; additional pavement markings and traffic signs may be required.
- 4 This estimate assumes the Lucas Boulevard improvements (including roundabout) will be constructed by others.
- 5 Street paving costs for Zone infrastructure include reinforced concrete pavement, subgrade preparation, hydrated lime, street lights, barrier free ramps, striping/markings, street signs, road excavation, erosion control, seeding, conduit crossings, and storm infrastructure. This estimate assumes that a 36" RCP pipe will be required along the length of the master streets, with 21" RCP laterals, 10' inlets, and 4' manholes spaced accordingly.

MISCELLANEOUS

- 1 Electricity is not included in this estimate.
- 2 This estimate includes an allowance for gas at \$500 per lot.
- 3 This estimate assumes there are no existing gas lines.
- 4 This cost estimate does not include county plat filling costs.
- 5 This estimate includes an allowance for franchise utility relocations.

LANDSCAPING

- 1 Hardscaping and landscaping are included in this estimate.
- 2 This estimate includes a cost allowance for landscape improvements for the Lucas Boulevard roundabout being constructed by others.

OPINION OF PROBABLE COST- SOLTERRA ZONE B OPC SAP

S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Solterra Zone B OPC SAP\405.3 MS Office\Soltterra Zone B OPC SAP - Notes.docx

**SOLTERRA ZONE B
OPC SAP**

SUMMARY

	Zone B - Private	Zone B - PID	Zone B Improvements	Zone B Total
OVERALL SUMMARY				
A. EXCAVATION	\$ 3,317,940	\$ 4,274,545	\$ 1,400,000	\$ 8,992,485
B. SANITARY SEWER SYSTEM		\$ 5,651,170	\$ 583,218	\$ 6,234,388
C. STORM SEWER SYSTEM		\$ 4,593,300	\$ 2,342,481	\$ 6,935,781
D. WATER DISTRIBUTION SYSTEM		\$ 4,433,700	\$ 896,930	\$ 5,330,630
E. STREET & ALLEY PAVING		\$ 9,551,360	\$ 5,612,700	\$ 15,164,060
F. RETAINING WALLS	\$ 4,442,750	\$ 250,000		\$ 4,692,750
G. MISCELLANEOUS ITEMS	\$ 2,302,394			\$ 2,302,394
H. LANDSCAPING	\$ 5,020,215	\$ 1,527,862	\$ 1,860,986	\$ 8,409,063
I. ENGINEERING/TESTING/INSPECTION	\$ 1,777,400	\$ 3,474,400	\$ 2,308,500	\$ 7,560,300
<i>SUB-TOTAL:</i>	\$ 16,860,699	\$ 33,756,337	\$ 15,004,815	\$ 65,621,851
<i>10% CONTINGENCY:</i>	\$ 1,686,100	\$ 3,375,700	\$ 1,500,500	\$ 6,562,300
TOTAL CONSTRUCTION COSTS:	\$18,546,799	\$37,132,037	\$16,505,315	\$72,184,151
<i>LOT COUNT:</i>	751	751	751	751
<i>COST / LOT:</i>	\$24,700	\$49,500	\$22,000	\$96,200
<i>NET DEVELOPABLE ACREAGE:</i>				
<i>COST / DEVELOPABLE ACRE:</i>				
<i>TOTAL GROSS ACREAGE:</i>				
<i>COST / GROSS ACRE:</i>				

OPINION OF PROBABLE COST SOLTERRA ZONE B OPC SAP

-PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Solterra Zone B OPC SAP\405.3 MS Office\Solterra Zone B OPC SAP.xlsm

SOLTERRA ZONE B OPC SAP

DETAIL

ZONE B - PRIVATE

Lots: 751 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$3,360.00	83.	\$278,880.00
50' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$4,200.00	425.	\$1,785,000.00
60' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$4,920.00	178.	\$875,760.00
70' PRODUCT: EXCAVATION (PRIVATE)	LOT	\$5,820.00	65.	\$378,300.00
TOTAL EXCAVATION				\$ 3,317,940.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL SANITARY SEWER SYSTEM				\$ 0.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STORM SEWER SYSTEM				\$ 0.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL WATER DISTRIBUTION SYSTEM				\$ 0.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL STREET & ALLEY PAVING				\$ 0.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$4,600.00	83.	\$381,800.00
50' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$5,600.00	425.	\$2,380,000.00
60' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$6,650.00	178.	\$1,183,700.00
70' PRODUCT: RETAINING WALLS (PRIVATE)	LOT	\$7,650.00	65.	\$497,250.00
TOTAL RETAINING WALLS				\$ 4,442,750.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$1,140.00	83.	\$94,620.00
50' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$1,440.00	425.	\$612,000.00
60' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$1,560.00	178.	\$277,680.00
70' PRODUCT: MISCELLANEOUS ITEMS (PRIVATE)	LOT	\$1,620.00	65.	\$105,300.00
ROW DEDICATION	ACRE	\$22,882.90	53.	\$1,212,793.70
TOTAL MISCELLANEOUS ITEMS				\$ 2,302,393.70

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
HERITAGE PARK - PRIVATE	LS	\$1,925,000.00	1.	\$1,925,000.00
PECAN GROVE - PRIVATE	LS	\$1,045,000.00	1.	\$1,045,000.00
NEIGHBORHOOD POCKET PARKS - PRIVATE	LS	\$1,980,000.00	1.	\$1,980,000.00
ENHANCED MONUMENTATION - PRIVATE	LS	\$70,215.20	1.	\$70,215.20
TOTAL LANDSCAPING				\$ 5,020,215.20

OPINION OF PROBABLE COST SOLTERRA ZONE B OPC SAP

-PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Solterra Zone B OPC SAP\405.3 MS Office\Solterra Zone B OPC SAP.xlsm

SOLTERRA ZONE B OPC SAP

DETAIL

ZONE B - PRIVATE

Lots: 751 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PRIVATE)	PERCENT	1.0% \$	15,083,298.90	\$150,900.00
GEOTECH TESTING (EXCAVATION)	PERCENT	1.0%	3,317,940.	\$33,200.00
PLAN REVIEW FEE	PERCENT	0.2% \$	10,063,083.70	\$20,200.00
GRADING PERMIT FEE	LS	\$20,000.00	1.	\$20,000.00
<i>SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES</i>				<i>\$224,300.00</i>
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES	LOT	\$750.00	751.	\$563,250.00
LANDSCAPE ARCHITECT FEE - PRIVATE	PERCENT	7.0% \$	5,020,215.20	\$351,500.00
FINAL GEOTECHNICAL REPORT & TESTING	LOT	\$350.00	751.	\$262,850.00
<i>SUB-TOTAL PROFESSIONAL FEES</i>				<i>\$1,177,600.00</i>
FRANCHISE FEES				
GAS DISTRIBUTION ALLOWANCE	LOT	\$500.00	751.	\$375,500.00
ELECTRIC DISTRIBUTION ALLOWANCE	LOT	\$0.00	751.	\$0.00
<i>SUB-TOTAL FRANCHISE FEES</i>				<i>\$375,500.00</i>
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 1,777,400.00

SUMMARY

A. EXCAVATION		\$	3,317,940.00
B. SANITARY SEWER SYSTEM		\$	-
C. STORM SEWER SYSTEM		\$	-
D. WATER DISTRIBUTION SYSTEM		\$	-
E. STREET & ALLEY PAVING		\$	-
F. RETAINING WALLS		\$	4,442,750.00
G. MISCELLANEOUS ITEMS		\$	2,302,393.70
H. LANDSCAPING		\$	5,020,215.20
I. ENGINEERING/TESTING/INSPECTION		\$	1,777,400.00
<i>SUB-TOTAL:</i>			<i>\$16,860,698.90</i>
<i>OVERALL CONTINGENCIES:</i>		10%	<i>\$1,686,100.00</i>
TOTAL CONSTRUCTION COSTS:			\$18,546,798.90
<i>LOT COUNT:</i>		751	<i>COST / LOT:</i> \$24,700
<i>LF OF STREET:</i>		-	<i>COST / LF OF STREET:</i> -
<i>NET DEVELOPABLE ACREAGE:</i>		-	<i>COST / DEVELOPABLE ACRE:</i> -
<i>TOTAL GROSS ACREAGE:</i>		-	<i>COST / GROSS ACRE:</i> -

OPINION OF PROBABLE COST SOLTERRA ZONE B OPC SAP

\\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Solterra Zone B OPC SAP\405.3 MS Office\Solterra Zone B OPC SAP.xlsm

SOLTERRA ZONE B OPC SAP

DETAIL

ZONE B - PID

Lots: 751 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$4,042.00	83.	\$335,486.00
50' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$5,680.00	425.	\$2,414,000.00
60' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$6,223.00	178.	\$1,107,694.00
70' PRODUCT: EXCAVATION (PUBLIC)	LOT	\$6,421.00	65.	\$417,365.00
TOTAL EXCAVATION				\$ 4,274,545.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$5,950.00	83.	\$493,850.00
50' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$7,420.00	425.	\$3,153,500.00
60' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$8,190.00	178.	\$1,457,820.00
70' PRODUCT: SANITARY SEWER SYSTEM (PUBLIC)	LOT	\$8,400.00	65.	\$546,000.00
TOTAL SANITARY SEWER SYSTEM				\$ 5,651,170.00

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$4,800.00	83.	\$398,400.00
50' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$6,060.00	425.	\$2,575,500.00
60' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$6,600.00	178.	\$1,174,800.00
70' PRODUCT: STORM SEWER SYSTEM (PUBLIC)	LOT	\$6,840.00	65.	\$444,600.00
TOTAL STORM SEWER SYSTEM				\$ 4,593,300.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$4,680.00	83.	\$388,440.00
50' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$5,820.00	425.	\$2,473,500.00
60' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$6,420.00	178.	\$1,142,760.00
70' PRODUCT: WATER DISTRIBUTION SYSTEM (PUBLIC)	LOT	\$6,600.00	65.	\$429,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 4,433,700.00

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
40' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$10,010.00	83.	\$830,830.00
50' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$12,530.00	425.	\$5,325,250.00
60' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$13,860.00	178.	\$2,467,080.00
70' PRODUCT: STREET & ALLEY PAVING (PUBLIC)	LOT	\$14,280.00	65.	\$928,200.00
TOTAL STREET & ALLEY PAVING				\$ 9,551,360.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
RETAINING WALLS - PID	LS	\$250,000.00	1.	\$250,000.00
TOTAL RETAINING WALLS				\$ 250,000.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL MISCELLANEOUS ITEMS				\$ 0.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
PEDESTRIAN BRIDGE - PID	LS	\$453,750.00	1.	\$453,750.00
12' CITY TRAIL - PID	LS	\$353,346.40	1.	\$353,346.40
LANDSCAPE/HARDSCAPE IMPROVEMENTS - PID	LS	\$720,765.67	1.	\$720,765.67
TOTAL LANDSCAPING				\$ 1,527,862.07

OPINION OF PROBABLE COST SOLTERRA ZONE B OPC SAP

·PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Solterra Zone B OPC SAP\405.3 MS Office\Solterra Zone B OPC SAP.xlsm

SOLTERRA ZONE B OPC SAP

DETAIL

ZONE B - PID

Lots: 751 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0% \$	28,504,075.00	\$1,140,200.00
GEOTECH TESTING (PAVING & UTILITIES)	PERCENT	1.0%	24,229,530.	\$242,300.00
PLAN REVIEW FEE	PERCENT	0.2% \$	28,754,075.00	\$57,600.00
SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES				\$1,440,100.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES - PID	LOT	\$2,300.00	751.	\$1,727,300.00
RESIDENT PROJECT ENGINEER - PID	LS	\$200,000.00	1.	\$200,000.00
LANDSCAPE ARCHITECT FEE - PID	PERCENT	7.0% \$	1,527,862.07	\$107,000.00
SUB-TOTAL PROFESSIONAL FEES				\$2,034,300.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 3,474,400.00

SUMMARY

A. EXCAVATION	\$	4,274,545.00
B. SANITARY SEWER SYSTEM	\$	5,651,170.00
C. STORM SEWER SYSTEM	\$	4,593,300.00
D. WATER DISTRIBUTION SYSTEM	\$	4,433,700.00
E. STREET & ALLEY PAVING	\$	9,551,360.00
F. RETAINING WALLS	\$	250,000.00
G. MISCELLANEOUS ITEMS	\$	-
H. LANDSCAPING	\$	1,527,862.07
I. ENGINEERING/TESTING/INSPECTION	\$	3,474,400.00

SUB-TOTAL: \$33,756,337.07

OVERALL CONTINGENCIES: 10% \$3,375,700.00

TOTAL CONSTRUCTION COSTS: \$37,132,037.07

LOT COUNT:	751	COST / LOT:	\$49,500
LF OF STREET:	-	COST / LF OF STREET:	-
NET DEVELOPABLE ACREAGE:	-	COST / DEVELOPABLE ACRE:	-
TOTAL GROSS ACREAGE:	-	COST / GROSS ACRE:	-

OPINION OF PROBABLE COST SOLTERRA ZONE B OPC SAP

\\PATH S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Solterra Zone B OPC SAP\405.3 MS Office\Solterra Zone B OPC SAP.xlsm

SOLTERRA ZONE B OPC SAP

DETAIL

ZONE B IMPROVEMENTS

Lots: 751 ||

A. EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
FLOODPLAIN IMPROVEMENTS - ZONE B	LS	\$800,000.00	1.	\$800,000.00
SITE PREP/REMEDIALTION ALLOWANCE	LS	\$600,000.00	1.	\$600,000.00
TOTAL EXCAVATION				\$ 1,400,000.00

B. SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
10" SDR-26 PVC SS PIPE	LF	\$89.34	1,670.	\$149,197.80
12" SDR-26 PVC SS PIPE	LF	\$104.97	2,030.	\$213,089.10
15" SDR-26 PVC SS PIPE	LF	\$97.61	865.	\$84,432.65
4' DIAMETER MANHOLE	EA	\$7,852.10	10.	\$78,521.00
CONNECT TO EXISTING MANHOLE	EA	\$20,000.00	2.	\$40,000.00
ADJUST EXISTING MANHOLE	EA	\$1,000.00	2.	\$2,000.00
TRENCH SAFETY	LF	\$2.00	4,565.	\$9,130.00
TESTING (EXCLUDING GEOTECH)	LF	\$1.50	4,565.	\$6,847.50
BONDS	PERCENT	2.0% \$	571,518.05	\$11,700.00
TOTAL SANITARY SEWER SYSTEM				\$ 583,218.05

C. STORM SEWER SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
ZONE B - CULVERT E				
2 - 7' X 5' MBC	LF	\$1,212.50	90.	\$109,125.00
2 - 7' X 5' WINGWALL	EA	\$30,000.00	2.	\$60,000.00
12" GROUTED ROCK RIPRAP	SY	\$98.00	372.	\$36,456.00
PEDESTRIAN RAIL	LF	\$150.00	216.	\$32,400.00
CREEK EROSION CONTROL ALLOWANCE	LS	\$150,000.00	1.	\$150,000.00
TRENCH SAFETY	LF	\$2.00	90.	\$180.00
T.V. TESTING	LF	\$2.00	90.	\$180.00
BONDS	PERCENT	2.0% \$	380,541.00	\$7,800.00
SUB-TOTAL ZONE B - CULVERT E				\$388,341.00
ZONE B - CULVERT F				
3 - 8' X 5' MBC	LF	\$1,300.00	90.	\$117,000.00
3 - 8' X 5' WINGWALL	EA	\$30,000.00	2.	\$60,000.00
12" GROUTED ROCK RIPRAP	SY	\$98.00	780.	\$76,440.00
PEDESTRIAN RAIL	LF	\$150.00	216.	\$32,400.00
TRENCH SAFETY	LF	\$2.00	90.	\$180.00
CREEK EROSION CONTROL ALLOWANCE	LS	\$150,000.00	1.	\$150,000.00
T.V. TESTING	LF	\$2.00	90.	\$180.00
BONDS	PERCENT	2.0% \$	427,400.00	\$8,800.00
SUB-TOTAL ZONE B - CULVERT F				\$436,200.00
ZONE B IMPROVEMENTS				
FLOOD EROSION CONTROL ARMORING	SY	\$162.00	9,370.	\$1,517,940.00
SUB-TOTAL ZONE B IMPROVEMENTS				\$1,517,940.00
TOTAL STORM SEWER SYSTEM				\$ 2,342,481.00

D. WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
12" WATERLINE (ZONE B)	LF	\$259.00	3,270.	\$846,930.00
EXISTING WATER WELL IMPROVEMENTS	LS	\$50,000.00	1.	\$50,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 896,930.00

OPINION OF PROBABLE COST SOLTERRA ZONE B OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Solterra Zone B OPC SAP\405.3 MS Office\Solterra Zone B OPC SAP.xlsm

SOLTERRA ZONE B OPC SAP**DETAIL****ZONE B IMPROVEMENTS**

Lots: 751 ||

E. STREET & ALLEY PAVING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TURNLANE IMPROVEMENTS	EA	\$200,000.00	1.	\$200,000.00
COLLECTOR STREET (60' ROW - 37' B-B)	LF	\$1,130.00	4,790.	\$5,412,700.00
TOTAL STREET & ALLEY PAVING				\$ 5,612,700.00

F. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL RETAINING WALLS				\$ 0.00

G. MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
TOTAL MISCELLANEOUS ITEMS				\$ 0.00

H. LANDSCAPING

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
LANDSCAPE/HARDSCAPE IMPROVEMENTS - ZONE B	LS	\$1,360,985.52	1.	\$1,360,985.52
LUCAS BLVD ROUNDABOUT ALLOWANCE - ZONE B	LS	\$500,000.00	1.	\$500,000.00
TOTAL LANDSCAPING				\$ 1,860,985.52

OPINION OF PROBABLE COST SOLTERRA ZONE B OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Solterra Zone B OPC SAP\405.3 MS Office\Solterra Zone B OPC SAP.xlsm

SOLTERRA ZONE B OPC SAP

DETAIL

ZONE B IMPROVEMENTS

Lots: 751 ||

I. ENGINEERING/TESTING/INSPECTION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
MUNICIPALITY & JURISDICTIONAL FEES				
ENGINEERING INSPECTION FEE (PUBLIC)	PERCENT	4.0% \$	10,835,329.05	\$433,500.00
GEOTECH TESTING (PAVING & UTILITIES)	PERCENT	1.0%	9,435,329.05	\$94,400.00
PLAN REVIEW FEE	PERCENT	0.2% \$	10,835,329.05	\$21,700.00
<i>SUB-TOTAL MUNICIPALITY & JURISDICTIONAL FEES</i>				\$549,600.00
PROFESSIONAL FEES				
RESIDENTIAL ENGINEERING/SURVEYING FEES - ZONE	PERCENT	10.0% \$	10,835,329.05	\$1,083,600.00
LANDSCAPE ARCHITECT FEE - ZONE	PERCENT	7.0% \$	1,860,985.52	\$130,300.00
SITE PLAN - ZONE	LS	\$90,000.00	1.	\$90,000.00
FLOOD STUDY	LS	\$90,000.00	1.	\$90,000.00
LOMR	LS	\$60,000.00	1.	\$60,000.00
ENVIRONMENTAL ASSESSMENT	LS	\$25,000.00	1.	\$25,000.00
MASS GRADING ANALYSIS	LS	\$150,000.00	1.	\$150,000.00
TIA UPDATE	LS	\$30,000.00	1.	\$30,000.00
<i>SUB-TOTAL PROFESSIONAL FEES</i>				\$1,658,900.00
FRANCHISE FEES				
FRANCHISE UTILITY RELOCATION ALLOWANCE	LS	\$100,000.00	1.	\$100,000.00
<i>SUB-TOTAL FRANCHISE FEES</i>				\$100,000.00
TOTAL ENGINEERING/TESTING/INSPECTION				\$ 2,308,500.00

SUMMARY

A. EXCAVATION		\$	1,400,000.00
B. SANITARY SEWER SYSTEM		\$	583,218.05
C. STORM SEWER SYSTEM		\$	2,342,481.00
D. WATER DISTRIBUTION SYSTEM		\$	896,930.00
E. STREET & ALLEY PAVING		\$	5,612,700.00
F. RETAINING WALLS		\$	-
G. MISCELLANEOUS ITEMS		\$	-
H. LANDSCAPING		\$	1,860,985.52
I. ENGINEERING/TESTING/INSPECTION		\$	2,308,500.00
<i>SUB-TOTAL:</i>			\$15,004,814.57
<i>OVERALL CONTINGENCIES:</i>			10% \$1,500,500.00
TOTAL CONSTRUCTION COSTS:			\$16,505,314.57
<i>LOT COUNT:</i>	751	<i>COST / LOT:</i>	\$22,000
<i>LF OF STREET:</i>	-	<i>COST / LF OF STREET:</i>	-
<i>NET DEVELOPABLE ACREAGE:</i>	-	<i>COST / DEVELOPABLE ACRE:</i>	-
<i>TOTAL GROSS ACREAGE:</i>	-	<i>COST / GROSS ACRE:</i>	-

OPINION OF PROBABLE COST SOLTERRA ZONE B OPC SAP

PATH: S:\NTX-LAND\0062\400 LAND\405 Cost Estimate\20220727 - Soltterra Zone B OPC SAP\405.3 MS Office\Soltterra Zone B OPC SAP.xlsm

APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

Improvement Area A-1.1

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4

Improvement Area A-1.2

- Lot Type 5
- Lot Type 6
- Lot Type 7
- Lot Type 8

Improvement Area A-1.3

- Lot Type 9

Improvement Area C-1

- Improvement Area C-1 Initial Parcel
- Lot Type 10
- Lot Type 11

Improvement Area C-2

- Improvement Area C-2 Initial Parcel
- Lot Type 12
- Lot Type 13

Improvement Area C-3

- Improvement Area C-3 Initial Parcel
- Lot Type 14
- Lot Type 15

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.1 LOT
TYPE 1 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA A-1.1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$32,510.91

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.1 LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 485.54	\$ 1,806.88	\$ 162.55	\$ -	\$ 64.11	\$ 2,519.08
2026	\$ 508.52	\$ 1,783.81	\$ 160.13	\$ -	\$ 65.39	\$ 2,517.85
2027	\$ 531.51	\$ 1,759.66	\$ 157.58	\$ -	\$ 66.70	\$ 2,515.45
2028	\$ 557.36	\$ 1,734.41	\$ 154.93	\$ -	\$ 68.03	\$ 2,514.73
2029	\$ 586.09	\$ 1,707.94	\$ 152.14	\$ -	\$ 69.40	\$ 2,515.56
2030	\$ 614.82	\$ 1,680.10	\$ 149.21	\$ -	\$ 70.78	\$ 2,514.91
2031	\$ 643.55	\$ 1,650.89	\$ 146.14	\$ -	\$ 72.20	\$ 2,512.78
2032	\$ 678.03	\$ 1,615.50	\$ 142.92	\$ -	\$ 73.64	\$ 2,510.09
2033	\$ 718.25	\$ 1,578.21	\$ 139.53	\$ -	\$ 75.12	\$ 2,511.10
2034	\$ 758.47	\$ 1,538.70	\$ 135.94	\$ -	\$ 76.62	\$ 2,509.73
2035	\$ 798.69	\$ 1,496.99	\$ 132.14	\$ -	\$ 78.15	\$ 2,505.97
2036	\$ 844.66	\$ 1,453.06	\$ 128.15	\$ -	\$ 79.71	\$ 2,505.58
2037	\$ 893.50	\$ 1,406.60	\$ 123.93	\$ -	\$ 81.31	\$ 2,505.34
2038	\$ 942.35	\$ 1,357.46	\$ 119.46	\$ -	\$ 82.93	\$ 2,502.20
2039	\$ 996.93	\$ 1,305.63	\$ 114.75	\$ -	\$ 84.59	\$ 2,501.90
2040	\$ 1,054.39	\$ 1,250.80	\$ 109.76	\$ -	\$ 86.28	\$ 2,501.24
2041	\$ 1,114.73	\$ 1,192.81	\$ 104.49	\$ -	\$ 88.01	\$ 2,500.03
2042	\$ 1,177.93	\$ 1,131.50	\$ 98.92	\$ -	\$ 89.77	\$ 2,498.12
2043	\$ 1,244.01	\$ 1,066.71	\$ 93.03	\$ -	\$ 91.57	\$ 2,495.31
2044	\$ 1,315.84	\$ 998.29	\$ 86.81	\$ -	\$ 93.40	\$ 2,494.33
2045	\$ 1,396.28	\$ 922.63	\$ 80.23	\$ -	\$ 95.26	\$ 2,494.40
2046	\$ 1,479.60	\$ 842.34	\$ 73.25	\$ -	\$ 97.17	\$ 2,492.36
2047	\$ 1,568.66	\$ 757.27	\$ 65.85	\$ -	\$ 99.11	\$ 2,490.89
2048	\$ 1,660.60	\$ 667.07	\$ 58.01	\$ -	\$ 101.10	\$ 2,486.77
2049	\$ 1,761.15	\$ 571.58	\$ 49.70	\$ -	\$ 103.12	\$ 2,485.56
2050	\$ 1,867.45	\$ 470.32	\$ 40.90	\$ -	\$ 105.18	\$ 2,483.85
2051	\$ 1,982.37	\$ 362.94	\$ 31.56	\$ -	\$ 107.28	\$ 2,484.16
2052	\$ 2,100.17	\$ 248.95	\$ 21.65	\$ -	\$ 109.43	\$ 2,480.20
2053	\$ 2,229.45	\$ 128.19	\$ 11.15	\$ (2,358.40)	\$ 111.62	\$ 122.01
Total	\$ 32,510.91	\$ 34,487.21	\$ 3,044.78	\$ (2,358.40)	\$ 2,486.98	\$ 70,171.48

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.1 LOT
TYPE 2 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA A-1.1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$36,643.65

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.1 LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 547.26	\$ 2,036.56	\$ 183.22	\$ -	\$ 72.26	\$ 2,839.30
2026	\$ 573.16	\$ 2,010.57	\$ 180.48	\$ -	\$ 73.71	\$ 2,837.92
2027	\$ 599.07	\$ 1,983.34	\$ 177.62	\$ -	\$ 75.18	\$ 2,835.21
2028	\$ 628.21	\$ 1,954.89	\$ 174.62	\$ -	\$ 76.68	\$ 2,834.40
2029	\$ 660.60	\$ 1,925.05	\$ 171.48	\$ -	\$ 78.22	\$ 2,835.34
2030	\$ 692.98	\$ 1,893.67	\$ 168.18	\$ -	\$ 79.78	\$ 2,834.60
2031	\$ 725.36	\$ 1,860.75	\$ 164.71	\$ -	\$ 81.38	\$ 2,832.20
2032	\$ 764.22	\$ 1,820.86	\$ 161.09	\$ -	\$ 83.00	\$ 2,829.16
2033	\$ 809.55	\$ 1,778.82	\$ 157.26	\$ -	\$ 84.66	\$ 2,830.31
2034	\$ 854.89	\$ 1,734.30	\$ 153.22	\$ -	\$ 86.36	\$ 2,828.76
2035	\$ 900.22	\$ 1,687.28	\$ 148.94	\$ -	\$ 88.08	\$ 2,824.53
2036	\$ 952.04	\$ 1,637.77	\$ 144.44	\$ -	\$ 89.85	\$ 2,824.09
2037	\$ 1,007.09	\$ 1,585.41	\$ 139.68	\$ -	\$ 91.64	\$ 2,823.81
2038	\$ 1,062.13	\$ 1,530.02	\$ 134.65	\$ -	\$ 93.48	\$ 2,820.27
2039	\$ 1,123.66	\$ 1,471.60	\$ 129.33	\$ -	\$ 95.35	\$ 2,819.94
2040	\$ 1,188.43	\$ 1,409.80	\$ 123.72	\$ -	\$ 97.25	\$ 2,819.19
2041	\$ 1,256.43	\$ 1,344.43	\$ 117.77	\$ -	\$ 99.20	\$ 2,817.83
2042	\$ 1,327.67	\$ 1,275.33	\$ 111.49	\$ -	\$ 101.18	\$ 2,815.67
2043	\$ 1,402.15	\$ 1,202.31	\$ 104.85	\$ -	\$ 103.21	\$ 2,812.51
2044	\$ 1,483.10	\$ 1,125.19	\$ 97.84	\$ -	\$ 105.27	\$ 2,811.41
2045	\$ 1,573.77	\$ 1,039.91	\$ 90.43	\$ -	\$ 107.37	\$ 2,811.49
2046	\$ 1,667.68	\$ 949.42	\$ 82.56	\$ -	\$ 109.52	\$ 2,809.18
2047	\$ 1,768.07	\$ 853.53	\$ 74.22	\$ -	\$ 111.71	\$ 2,807.53
2048	\$ 1,871.69	\$ 751.87	\$ 65.38	\$ -	\$ 113.95	\$ 2,802.88
2049	\$ 1,985.03	\$ 644.24	\$ 56.02	\$ -	\$ 116.23	\$ 2,801.52
2050	\$ 2,104.84	\$ 530.10	\$ 46.10	\$ -	\$ 118.55	\$ 2,799.59
2051	\$ 2,234.37	\$ 409.08	\$ 35.57	\$ -	\$ 120.92	\$ 2,799.94
2052	\$ 2,367.14	\$ 280.60	\$ 24.40	\$ -	\$ 123.34	\$ 2,795.47
2053	\$ 2,512.86	\$ 144.49	\$ 12.56	\$ (2,658.19)	\$ 125.81	\$ 137.52
Total	\$ 36,643.65	\$ 38,871.18	\$ 3,431.83	\$ (2,658.19)	\$ 2,803.12	\$ 79,091.59

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.1 LOT
TYPE 3 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA A-1.1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$42,429.49

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.1 LOT TYPE 3

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 633.67	\$ 2,358.13	\$ 212.15	\$ 83.67	\$ 3,287.61
2026	\$ 663.66	\$ 2,328.03	\$ 208.98	\$ 85.34	\$ 3,286.01
2027	\$ 693.66	\$ 2,296.50	\$ 205.66	\$ 87.05	\$ 3,282.87
2028	\$ 727.41	\$ 2,263.55	\$ 202.19	\$ 88.79	\$ 3,281.94
2029	\$ 764.90	\$ 2,229.00	\$ 198.56	\$ 90.57	\$ 3,283.02
2030	\$ 802.40	\$ 2,192.67	\$ 194.73	\$ 92.38	\$ 3,282.17
2031	\$ 839.89	\$ 2,154.55	\$ 190.72	\$ 94.23	\$ 3,279.39
2032	\$ 884.89	\$ 2,108.36	\$ 186.52	\$ 96.11	\$ 3,275.88
2033	\$ 937.38	\$ 2,059.69	\$ 182.10	\$ 98.03	\$ 3,277.20
2034	\$ 989.87	\$ 2,008.14	\$ 177.41	\$ 99.99	\$ 3,275.41
2035	\$ 1,042.36	\$ 1,953.69	\$ 172.46	\$ 101.99	\$ 3,270.51
2036	\$ 1,102.36	\$ 1,896.36	\$ 167.25	\$ 104.03	\$ 3,270.00
2037	\$ 1,166.10	\$ 1,835.73	\$ 161.74	\$ 106.11	\$ 3,269.68
2038	\$ 1,229.84	\$ 1,771.60	\$ 155.90	\$ 108.24	\$ 3,265.58
2039	\$ 1,301.08	\$ 1,703.96	\$ 149.76	\$ 110.40	\$ 3,265.19
2040	\$ 1,376.07	\$ 1,632.40	\$ 143.25	\$ 112.61	\$ 3,264.33
2041	\$ 1,454.81	\$ 1,556.71	\$ 136.37	\$ 114.86	\$ 3,262.75
2042	\$ 1,537.30	\$ 1,476.70	\$ 129.10	\$ 117.16	\$ 3,260.25
2043	\$ 1,623.54	\$ 1,392.15	\$ 121.41	\$ 119.50	\$ 3,256.60
2044	\$ 1,717.28	\$ 1,302.85	\$ 113.29	\$ 121.89	\$ 3,255.31
2045	\$ 1,822.26	\$ 1,204.11	\$ 104.71	\$ 124.33	\$ 3,255.41
2046	\$ 1,931.00	\$ 1,099.33	\$ 95.59	\$ 126.81	\$ 3,252.74
2047	\$ 2,047.23	\$ 988.30	\$ 85.94	\$ 129.35	\$ 3,250.82
2048	\$ 2,167.22	\$ 870.58	\$ 75.70	\$ 131.94	\$ 3,245.44
2049	\$ 2,298.45	\$ 745.97	\$ 64.87	\$ 134.58	\$ 3,243.86
2050	\$ 2,437.18	\$ 613.80	\$ 53.37	\$ 137.27	\$ 3,241.63
2051	\$ 2,587.16	\$ 473.67	\$ 41.19	\$ 140.01	\$ 3,242.03
2052	\$ 2,740.89	\$ 324.90	\$ 28.25	\$ 142.81	\$ 3,236.87
2053	\$ 2,909.62	\$ 167.30	\$ 14.55	\$ 145.67	\$ 159.23
Total	\$ 42,429.49	\$ 45,008.73	\$ 3,973.70	\$ 3,245.72	\$ 91,579.73

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.1 LOT
TYPE 4 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA A-1.1 LOT TYPE 4 PRINCIPAL ASSESSMENT: \$49,041.88

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.1 LOT TYPE 4

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 732.42	\$ 2,725.63	\$ 245.21	\$ -	\$ 96.71	\$ 3,799.96
2026	\$ 767.09	\$ 2,690.83	\$ 241.55	\$ -	\$ 98.64	\$ 3,798.12
2027	\$ 801.76	\$ 2,654.40	\$ 237.71	\$ -	\$ 100.62	\$ 3,794.49
2028	\$ 840.77	\$ 2,616.31	\$ 233.70	\$ -	\$ 102.63	\$ 3,793.41
2029	\$ 884.11	\$ 2,576.38	\$ 229.50	\$ -	\$ 104.68	\$ 3,794.66
2030	\$ 927.44	\$ 2,534.38	\$ 225.08	\$ -	\$ 106.77	\$ 3,793.68
2031	\$ 970.78	\$ 2,490.33	\$ 220.44	\$ -	\$ 108.91	\$ 3,790.46
2032	\$ 1,022.79	\$ 2,436.94	\$ 215.59	\$ -	\$ 111.09	\$ 3,786.40
2033	\$ 1,083.46	\$ 2,380.68	\$ 210.47	\$ -	\$ 113.31	\$ 3,787.93
2034	\$ 1,144.14	\$ 2,321.09	\$ 205.06	\$ -	\$ 115.58	\$ 3,785.86
2035	\$ 1,204.81	\$ 2,258.16	\$ 199.34	\$ -	\$ 117.89	\$ 3,780.20
2036	\$ 1,274.15	\$ 2,191.90	\$ 193.31	\$ -	\$ 120.25	\$ 3,779.61
2037	\$ 1,347.83	\$ 2,121.82	\$ 186.94	\$ -	\$ 122.65	\$ 3,779.24
2038	\$ 1,421.50	\$ 2,047.69	\$ 180.20	\$ -	\$ 125.10	\$ 3,774.50
2039	\$ 1,503.85	\$ 1,969.51	\$ 173.09	\$ -	\$ 127.61	\$ 3,774.05
2040	\$ 1,590.52	\$ 1,886.80	\$ 165.57	\$ -	\$ 130.16	\$ 3,773.05
2041	\$ 1,681.53	\$ 1,799.32	\$ 157.62	\$ -	\$ 132.76	\$ 3,771.24
2042	\$ 1,776.88	\$ 1,706.83	\$ 149.21	\$ -	\$ 135.42	\$ 3,768.34
2043	\$ 1,876.56	\$ 1,609.11	\$ 140.33	\$ -	\$ 138.12	\$ 3,764.12
2044	\$ 1,984.90	\$ 1,505.89	\$ 130.95	\$ -	\$ 140.89	\$ 3,762.63
2045	\$ 2,106.25	\$ 1,391.76	\$ 121.02	\$ -	\$ 143.70	\$ 3,762.74
2046	\$ 2,231.93	\$ 1,270.65	\$ 110.49	\$ -	\$ 146.58	\$ 3,759.66
2047	\$ 2,366.28	\$ 1,142.32	\$ 99.33	\$ -	\$ 149.51	\$ 3,757.44
2048	\$ 2,504.97	\$ 1,006.26	\$ 87.50	\$ -	\$ 152.50	\$ 3,751.22
2049	\$ 2,656.65	\$ 862.22	\$ 74.98	\$ -	\$ 155.55	\$ 3,749.40
2050	\$ 2,817.00	\$ 709.46	\$ 61.69	\$ -	\$ 158.66	\$ 3,746.82
2051	\$ 2,990.36	\$ 547.48	\$ 47.61	\$ -	\$ 161.83	\$ 3,747.28
2052	\$ 3,168.05	\$ 375.54	\$ 32.66	\$ -	\$ 165.07	\$ 3,741.31
2053	\$ 3,363.07	\$ 193.38	\$ 16.82	\$ (3,557.58)	\$ 168.37	\$ 184.05
Total	\$ 49,041.88	\$ 52,023.08	\$ 4,592.97	\$ (3,557.58)	\$ 3,751.55	\$ 105,851.90

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.2 LOT
TYPE 5 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA A-1.2 LOT TYPE 5 PRINCIPAL ASSESSMENT: \$38,668.54

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.2 LOT TYPE 5

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 563.68	\$ 2,149.97	\$ 193.34	\$ -	\$ 76.01	\$ 2,982.99
2026	\$ 593.12	\$ 2,123.19	\$ 190.52	\$ -	\$ 77.53	\$ 2,984.37
2027	\$ 622.57	\$ 2,095.02	\$ 187.56	\$ -	\$ 79.08	\$ 2,984.22
2028	\$ 652.01	\$ 2,065.45	\$ 184.45	\$ -	\$ 80.66	\$ 2,982.57
2029	\$ 685.66	\$ 2,034.48	\$ 181.19	\$ -	\$ 82.27	\$ 2,983.60
2030	\$ 719.32	\$ 2,001.91	\$ 177.76	\$ -	\$ 83.92	\$ 2,982.90
2031	\$ 755.07	\$ 1,967.74	\$ 174.16	\$ -	\$ 85.60	\$ 2,982.57
2032	\$ 797.14	\$ 1,926.21	\$ 170.39	\$ -	\$ 87.31	\$ 2,981.04
2033	\$ 843.41	\$ 1,882.37	\$ 166.40	\$ -	\$ 89.05	\$ 2,981.23
2034	\$ 891.78	\$ 1,835.98	\$ 162.18	\$ -	\$ 90.83	\$ 2,980.78
2035	\$ 944.37	\$ 1,786.93	\$ 157.72	\$ -	\$ 92.65	\$ 2,981.68
2036	\$ 999.05	\$ 1,734.99	\$ 153.00	\$ -	\$ 94.50	\$ 2,981.55
2037	\$ 1,055.84	\$ 1,680.05	\$ 148.01	\$ -	\$ 96.39	\$ 2,980.29
2038	\$ 1,116.83	\$ 1,621.98	\$ 142.73	\$ -	\$ 98.32	\$ 2,979.86
2039	\$ 1,182.04	\$ 1,560.55	\$ 137.14	\$ -	\$ 100.29	\$ 2,980.02
2040	\$ 1,251.44	\$ 1,495.54	\$ 131.23	\$ -	\$ 102.29	\$ 2,980.51
2041	\$ 1,322.95	\$ 1,426.71	\$ 124.98	\$ -	\$ 104.34	\$ 2,978.98
2042	\$ 1,400.77	\$ 1,353.95	\$ 118.36	\$ -	\$ 106.43	\$ 2,979.51
2043	\$ 1,482.80	\$ 1,276.90	\$ 111.36	\$ -	\$ 108.56	\$ 2,979.62
2044	\$ 1,569.04	\$ 1,195.35	\$ 103.94	\$ -	\$ 110.73	\$ 2,979.05
2045	\$ 1,665.79	\$ 1,105.13	\$ 96.10	\$ -	\$ 112.94	\$ 2,979.95
2046	\$ 1,766.74	\$ 1,009.35	\$ 87.77	\$ -	\$ 115.20	\$ 2,979.06
2047	\$ 1,874.01	\$ 907.76	\$ 78.94	\$ -	\$ 117.50	\$ 2,978.21
2048	\$ 1,987.59	\$ 800.00	\$ 69.57	\$ -	\$ 119.85	\$ 2,977.01
2049	\$ 2,109.58	\$ 685.72	\$ 59.63	\$ -	\$ 122.25	\$ 2,977.17
2050	\$ 2,239.98	\$ 564.42	\$ 49.08	\$ -	\$ 124.70	\$ 2,978.17
2051	\$ 2,376.69	\$ 435.62	\$ 37.88	\$ -	\$ 127.19	\$ 2,977.38
2052	\$ 2,521.82	\$ 298.96	\$ 26.00	\$ -	\$ 129.73	\$ 2,976.50
2053	\$ 2,677.46	\$ 153.95	\$ 13.39	\$ (2,804.30)	\$ 132.33	\$ 172.83
Total	\$ 38,668.54	\$ 41,176.17	\$ 3,634.76	\$ (2,804.30)	\$ 2,948.44	\$ 83,623.62

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.2 LOT
TYPE 6 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA A-1.2 LOT TYPE 6 PRINCIPAL ASSESSMENT: \$44,774.10

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.2 LOT TYPE 6

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 652.68	\$ 2,489.44	\$ 223.87	\$ -	\$ 88.01	\$ 3,453.99
2026	\$ 686.77	\$ 2,458.44	\$ 220.61	\$ -	\$ 89.77	\$ 3,455.58
2027	\$ 720.87	\$ 2,425.81	\$ 217.17	\$ -	\$ 91.56	\$ 3,455.42
2028	\$ 754.96	\$ 2,391.57	\$ 213.57	\$ -	\$ 93.39	\$ 3,453.50
2029	\$ 793.93	\$ 2,355.71	\$ 209.79	\$ -	\$ 95.26	\$ 3,454.69
2030	\$ 832.89	\$ 2,318.00	\$ 205.82	\$ -	\$ 97.17	\$ 3,453.88
2031	\$ 874.29	\$ 2,278.44	\$ 201.66	\$ -	\$ 99.11	\$ 3,453.50
2032	\$ 923.00	\$ 2,230.35	\$ 197.29	\$ -	\$ 101.09	\$ 3,451.73
2033	\$ 976.58	\$ 2,179.59	\$ 192.67	\$ -	\$ 103.11	\$ 3,451.95
2034	\$ 1,032.59	\$ 2,125.87	\$ 187.79	\$ -	\$ 105.18	\$ 3,451.43
2035	\$ 1,093.48	\$ 2,069.08	\$ 182.63	\$ -	\$ 107.28	\$ 3,452.47
2036	\$ 1,156.80	\$ 2,008.94	\$ 177.16	\$ -	\$ 109.43	\$ 3,452.32
2037	\$ 1,222.55	\$ 1,945.32	\$ 171.38	\$ -	\$ 111.61	\$ 3,450.86
2038	\$ 1,293.18	\$ 1,878.08	\$ 165.26	\$ -	\$ 113.85	\$ 3,450.36
2039	\$ 1,368.67	\$ 1,806.95	\$ 158.80	\$ -	\$ 116.12	\$ 3,450.55
2040	\$ 1,449.04	\$ 1,731.68	\$ 151.95	\$ -	\$ 118.45	\$ 3,451.11
2041	\$ 1,531.84	\$ 1,651.98	\$ 144.71	\$ -	\$ 120.81	\$ 3,449.34
2042	\$ 1,621.95	\$ 1,567.73	\$ 137.05	\$ -	\$ 123.23	\$ 3,449.96
2043	\$ 1,716.93	\$ 1,478.52	\$ 128.94	\$ -	\$ 125.70	\$ 3,450.08
2044	\$ 1,816.78	\$ 1,384.09	\$ 120.36	\$ -	\$ 128.21	\$ 3,449.43
2045	\$ 1,928.81	\$ 1,279.62	\$ 111.27	\$ -	\$ 130.77	\$ 3,450.47
2046	\$ 2,045.70	\$ 1,168.72	\$ 101.63	\$ -	\$ 133.39	\$ 3,449.44
2047	\$ 2,169.91	\$ 1,051.09	\$ 91.40	\$ -	\$ 136.06	\$ 3,448.45
2048	\$ 2,301.42	\$ 926.32	\$ 80.55	\$ -	\$ 138.78	\$ 3,447.06
2049	\$ 2,442.67	\$ 793.99	\$ 69.04	\$ -	\$ 141.55	\$ 3,447.25
2050	\$ 2,593.66	\$ 653.53	\$ 56.83	\$ -	\$ 144.38	\$ 3,448.41
2051	\$ 2,751.96	\$ 504.40	\$ 43.86	\$ -	\$ 147.27	\$ 3,447.49
2052	\$ 2,920.00	\$ 346.16	\$ 30.10	\$ -	\$ 150.22	\$ 3,446.48
2053	\$ 3,100.21	\$ 178.26	\$ 15.50	\$ (3,247.08)	\$ 153.22	\$ 200.12
Total	\$ 44,774.10	\$ 47,677.67	\$ 4,208.67	\$ (3,247.08)	\$ 3,413.99	\$ 96,827.35

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.2
LOT TYPE 7 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA A-1.2 LOT TYPE 7 PRINCIPAL ASSESSMENT: \$51,751.88

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.2 LOT TYPE 7

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 754.39	\$ 2,877.40	\$ 258.76	\$ -	\$ 101.72	\$ 3,992.28
2026	\$ 793.80	\$ 2,841.57	\$ 254.99	\$ -	\$ 103.76	\$ 3,994.11
2027	\$ 833.21	\$ 2,803.86	\$ 251.02	\$ -	\$ 105.83	\$ 3,993.92
2028	\$ 872.62	\$ 2,764.28	\$ 246.85	\$ -	\$ 107.95	\$ 3,991.70
2029	\$ 917.66	\$ 2,722.84	\$ 242.49	\$ -	\$ 110.11	\$ 3,993.09
2030	\$ 962.69	\$ 2,679.25	\$ 237.90	\$ -	\$ 112.31	\$ 3,992.15
2031	\$ 1,010.55	\$ 2,633.52	\$ 233.09	\$ -	\$ 114.56	\$ 3,991.71
2032	\$ 1,066.85	\$ 2,577.94	\$ 228.03	\$ -	\$ 116.85	\$ 3,989.67
2033	\$ 1,128.77	\$ 2,519.26	\$ 222.70	\$ -	\$ 119.18	\$ 3,989.92
2034	\$ 1,193.52	\$ 2,457.18	\$ 217.06	\$ -	\$ 121.57	\$ 3,989.32
2035	\$ 1,263.89	\$ 2,391.54	\$ 211.09	\$ -	\$ 124.00	\$ 3,990.51
2036	\$ 1,337.08	\$ 2,322.02	\$ 204.77	\$ -	\$ 126.48	\$ 3,990.35
2037	\$ 1,413.08	\$ 2,248.48	\$ 198.08	\$ -	\$ 129.01	\$ 3,988.65
2038	\$ 1,494.71	\$ 2,170.76	\$ 191.02	\$ -	\$ 131.59	\$ 3,988.08
2039	\$ 1,581.97	\$ 2,088.55	\$ 183.55	\$ -	\$ 134.22	\$ 3,988.29
2040	\$ 1,674.86	\$ 2,001.55	\$ 175.64	\$ -	\$ 136.90	\$ 3,988.95
2041	\$ 1,770.57	\$ 1,909.43	\$ 167.26	\$ -	\$ 139.64	\$ 3,986.90
2042	\$ 1,874.72	\$ 1,812.05	\$ 158.41	\$ -	\$ 142.44	\$ 3,987.61
2043	\$ 1,984.50	\$ 1,708.94	\$ 149.03	\$ -	\$ 145.28	\$ 3,987.76
2044	\$ 2,099.91	\$ 1,599.79	\$ 139.11	\$ -	\$ 148.19	\$ 3,987.01
2045	\$ 2,229.40	\$ 1,479.05	\$ 128.61	\$ -	\$ 151.15	\$ 3,988.21
2046	\$ 2,364.51	\$ 1,350.85	\$ 117.47	\$ -	\$ 154.18	\$ 3,987.01
2047	\$ 2,508.07	\$ 1,214.90	\$ 105.64	\$ -	\$ 157.26	\$ 3,985.87
2048	\$ 2,660.08	\$ 1,070.68	\$ 93.10	\$ -	\$ 160.41	\$ 3,984.27
2049	\$ 2,823.34	\$ 917.73	\$ 79.80	\$ -	\$ 163.61	\$ 3,984.48
2050	\$ 2,997.87	\$ 755.38	\$ 65.69	\$ -	\$ 166.89	\$ 3,985.82
2051	\$ 3,180.83	\$ 583.01	\$ 50.70	\$ -	\$ 170.22	\$ 3,984.76
2052	\$ 3,375.06	\$ 400.11	\$ 34.79	\$ -	\$ 173.63	\$ 3,983.59
2053	\$ 3,583.36	\$ 206.04	\$ 17.92	\$ (3,753.12)	\$ 177.10	\$ 231.31
Total	\$ 51,751.88	\$ 55,107.96	\$ 4,864.56	\$ (3,753.12)	\$ 3,946.04	\$ 111,917.32

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.2
LOT TYPE 8 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA A-1.2 LOT TYPE 8 PRINCIPAL ASSESSMENT: \$57,130.58

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.2 LOT TYPE 8

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 832.80	\$ 3,176.46	\$ 285.65	\$ -	\$ 112.29	\$ 4,407.20
2026	\$ 876.30	\$ 3,136.90	\$ 281.49	\$ -	\$ 114.54	\$ 4,409.23
2027	\$ 919.81	\$ 3,095.28	\$ 277.11	\$ -	\$ 116.83	\$ 4,409.02
2028	\$ 963.31	\$ 3,051.58	\$ 272.51	\$ -	\$ 119.17	\$ 4,406.57
2029	\$ 1,013.03	\$ 3,005.83	\$ 267.69	\$ -	\$ 121.55	\$ 4,408.10
2030	\$ 1,062.75	\$ 2,957.71	\$ 262.63	\$ -	\$ 123.98	\$ 4,407.07
2031	\$ 1,115.58	\$ 2,907.23	\$ 257.31	\$ -	\$ 126.46	\$ 4,406.58
2032	\$ 1,177.73	\$ 2,845.87	\$ 251.74	\$ -	\$ 128.99	\$ 4,404.32
2033	\$ 1,246.09	\$ 2,781.10	\$ 245.85	\$ -	\$ 131.57	\$ 4,404.60
2034	\$ 1,317.56	\$ 2,712.56	\$ 239.62	\$ -	\$ 134.20	\$ 4,403.94
2035	\$ 1,395.25	\$ 2,640.09	\$ 233.03	\$ -	\$ 136.89	\$ 4,405.26
2036	\$ 1,476.04	\$ 2,563.36	\$ 226.05	\$ -	\$ 139.62	\$ 4,405.07
2037	\$ 1,559.94	\$ 2,482.17	\$ 218.67	\$ -	\$ 142.42	\$ 4,403.21
2038	\$ 1,650.06	\$ 2,396.38	\$ 210.87	\$ -	\$ 145.27	\$ 4,402.57
2039	\$ 1,746.39	\$ 2,305.62	\$ 202.62	\$ -	\$ 148.17	\$ 4,402.81
2040	\$ 1,848.94	\$ 2,209.57	\$ 193.89	\$ -	\$ 151.13	\$ 4,403.53
2041	\$ 1,954.59	\$ 2,107.88	\$ 184.65	\$ -	\$ 154.16	\$ 4,401.27
2042	\$ 2,069.57	\$ 2,000.38	\$ 174.87	\$ -	\$ 157.24	\$ 4,402.06
2043	\$ 2,190.76	\$ 1,886.55	\$ 164.52	\$ -	\$ 160.38	\$ 4,402.22
2044	\$ 2,318.16	\$ 1,766.06	\$ 153.57	\$ -	\$ 163.59	\$ 4,401.39
2045	\$ 2,461.11	\$ 1,632.77	\$ 141.98	\$ -	\$ 166.86	\$ 4,402.72
2046	\$ 2,610.26	\$ 1,491.25	\$ 129.67	\$ -	\$ 170.20	\$ 4,401.39
2047	\$ 2,768.74	\$ 1,341.16	\$ 116.62	\$ -	\$ 173.61	\$ 4,400.13
2048	\$ 2,936.55	\$ 1,181.96	\$ 102.78	\$ -	\$ 177.08	\$ 4,398.36
2049	\$ 3,116.78	\$ 1,013.11	\$ 88.10	\$ -	\$ 180.62	\$ 4,398.60
2050	\$ 3,309.44	\$ 833.89	\$ 72.51	\$ -	\$ 184.23	\$ 4,400.08
2051	\$ 3,511.43	\$ 643.60	\$ 55.97	\$ -	\$ 187.92	\$ 4,398.91
2052	\$ 3,725.84	\$ 441.69	\$ 38.41	\$ -	\$ 191.67	\$ 4,397.62
2053	\$ 3,955.79	\$ 227.46	\$ 19.78	\$ (4,143.19)	\$ 195.51	\$ 255.35
Total	\$ 57,130.58	\$ 60,835.47	\$ 5,370.15	\$ (4,143.19)	\$ 4,356.16	\$ 123,549.18

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.3
LOT TYPE 9 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA A-1.3 LOT TYPE 9 PRINCIPAL ASSESSMENT: \$30,900.90

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.3 LOT TYPE 9

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 522.52	\$ 1,713.06	\$ 154.50	\$ -	\$ 60.74	\$ 2,450.83
2026	\$ 549.55	\$ 1,688.24	\$ 151.89	\$ -	\$ 61.95	\$ 2,451.64
2027	\$ 567.57	\$ 1,662.14	\$ 149.14	\$ -	\$ 63.19	\$ 2,442.04
2028	\$ 585.59	\$ 1,635.18	\$ 146.31	\$ -	\$ 64.46	\$ 2,431.53
2029	\$ 612.61	\$ 1,607.36	\$ 143.38	\$ -	\$ 65.74	\$ 2,429.10
2030	\$ 639.64	\$ 1,578.27	\$ 140.32	\$ -	\$ 67.06	\$ 2,425.28
2031	\$ 657.66	\$ 1,547.88	\$ 137.12	\$ -	\$ 68.40	\$ 2,411.06
2032	\$ 693.69	\$ 1,511.71	\$ 133.83	\$ -	\$ 69.77	\$ 2,409.00
2033	\$ 729.73	\$ 1,473.56	\$ 130.36	\$ -	\$ 71.16	\$ 2,404.81
2034	\$ 756.76	\$ 1,433.42	\$ 126.71	\$ -	\$ 72.59	\$ 2,389.48
2035	\$ 792.79	\$ 1,391.80	\$ 122.93	\$ -	\$ 74.04	\$ 2,381.56
2036	\$ 837.84	\$ 1,348.20	\$ 118.96	\$ -	\$ 75.52	\$ 2,380.52
2037	\$ 873.87	\$ 1,302.12	\$ 114.77	\$ -	\$ 77.03	\$ 2,367.80
2038	\$ 918.92	\$ 1,254.05	\$ 110.41	\$ -	\$ 78.57	\$ 2,361.95
2039	\$ 963.96	\$ 1,203.51	\$ 105.81	\$ -	\$ 80.14	\$ 2,353.43
2040	\$ 1,009.01	\$ 1,150.50	\$ 100.99	\$ -	\$ 81.75	\$ 2,342.24
2041	\$ 1,063.06	\$ 1,095.00	\$ 95.95	\$ -	\$ 83.38	\$ 2,337.39
2042	\$ 1,117.12	\$ 1,036.53	\$ 90.63	\$ -	\$ 85.05	\$ 2,329.33
2043	\$ 1,171.17	\$ 975.09	\$ 85.05	\$ -	\$ 86.75	\$ 2,318.06
2044	\$ 1,234.23	\$ 910.68	\$ 79.19	\$ -	\$ 88.48	\$ 2,312.58
2045	\$ 1,297.30	\$ 839.71	\$ 73.02	\$ -	\$ 90.25	\$ 2,300.28
2046	\$ 1,369.37	\$ 765.11	\$ 66.53	\$ -	\$ 92.06	\$ 2,293.07
2047	\$ 1,441.44	\$ 686.37	\$ 59.68	\$ -	\$ 93.90	\$ 2,281.40
2048	\$ 1,522.52	\$ 603.49	\$ 52.48	\$ -	\$ 95.78	\$ 2,274.27
2049	\$ 1,603.60	\$ 515.95	\$ 44.86	\$ -	\$ 97.69	\$ 2,262.11
2050	\$ 1,693.69	\$ 423.74	\$ 36.85	\$ -	\$ 99.65	\$ 2,253.93
2051	\$ 1,792.79	\$ 326.35	\$ 28.38	\$ -	\$ 101.64	\$ 2,249.16
2052	\$ 1,891.89	\$ 223.27	\$ 19.41	\$ -	\$ 103.67	\$ 2,238.25
2053	\$ 1,990.99	\$ 114.48	\$ 9.95	\$ (2,219.25)	\$ 105.75	\$ 1.93
Total	\$ 30,900.90	\$ 32,016.78	\$ 2,829.41	\$ (2,219.25)	\$ 2,356.17	\$ 65,884.01

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-1 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:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA C-1 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$6,923,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-1 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 522.52	\$ 1,713.06	\$ 154.50	\$ -	\$ 60.74	\$ 2,450.83
2026	\$ 549.55	\$ 1,688.24	\$ 151.89	\$ -	\$ 61.95	\$ 2,451.64
2027	\$ 567.57	\$ 1,662.14	\$ 149.14	\$ -	\$ 63.19	\$ 2,442.04
2028	\$ 585.59	\$ 1,635.18	\$ 146.31	\$ -	\$ 64.46	\$ 2,431.53
2029	\$ 612.61	\$ 1,607.36	\$ 143.38	\$ -	\$ 65.74	\$ 2,429.10
2030	\$ 639.64	\$ 1,578.27	\$ 140.32	\$ -	\$ 67.06	\$ 2,425.28
2031	\$ 657.66	\$ 1,547.88	\$ 137.12	\$ -	\$ 68.40	\$ 2,411.06
2032	\$ 693.69	\$ 1,511.71	\$ 133.83	\$ -	\$ 69.77	\$ 2,409.00
2033	\$ 729.73	\$ 1,473.56	\$ 130.36	\$ -	\$ 71.16	\$ 2,404.81
2034	\$ 756.76	\$ 1,433.42	\$ 126.71	\$ -	\$ 72.59	\$ 2,389.48
2035	\$ 792.79	\$ 1,391.80	\$ 122.93	\$ -	\$ 74.04	\$ 2,381.56
2036	\$ 837.84	\$ 1,348.20	\$ 118.96	\$ -	\$ 75.52	\$ 2,380.52
2037	\$ 873.87	\$ 1,302.12	\$ 114.77	\$ -	\$ 77.03	\$ 2,367.80
2038	\$ 918.92	\$ 1,254.05	\$ 110.41	\$ -	\$ 78.57	\$ 2,361.95
2039	\$ 963.96	\$ 1,203.51	\$ 105.81	\$ -	\$ 80.14	\$ 2,353.43
2040	\$ 1,009.01	\$ 1,150.50	\$ 100.99	\$ -	\$ 81.75	\$ 2,342.24
2041	\$ 1,063.06	\$ 1,095.00	\$ 95.95	\$ -	\$ 83.38	\$ 2,337.39
2042	\$ 1,117.12	\$ 1,036.53	\$ 90.63	\$ -	\$ 85.05	\$ 2,329.33
2043	\$ 1,171.17	\$ 975.09	\$ 85.05	\$ -	\$ 86.75	\$ 2,318.06
2044	\$ 1,234.23	\$ 910.68	\$ 79.19	\$ -	\$ 88.48	\$ 2,312.58
2045	\$ 1,297.30	\$ 839.71	\$ 73.02	\$ -	\$ 90.25	\$ 2,300.28
2046	\$ 1,369.37	\$ 765.11	\$ 66.53	\$ -	\$ 92.06	\$ 2,293.07
2047	\$ 1,441.44	\$ 686.37	\$ 59.68	\$ -	\$ 93.90	\$ 2,281.40
2048	\$ 1,522.52	\$ 603.49	\$ 52.48	\$ -	\$ 95.78	\$ 2,274.27
2049	\$ 1,603.60	\$ 515.95	\$ 44.86	\$ -	\$ 97.69	\$ 2,262.11
2050	\$ 1,693.69	\$ 423.74	\$ 36.85	\$ -	\$ 99.65	\$ 2,253.93
2051	\$ 1,792.79	\$ 326.35	\$ 28.38	\$ -	\$ 101.64	\$ 2,249.16
2052	\$ 1,891.89	\$ 223.27	\$ 19.41	\$ -	\$ 103.67	\$ 2,238.25
2053	\$ 1,990.99	\$ 114.48	\$ 9.95	\$ (2,219.25)	\$ 105.75	\$ 1.93
Total	\$ 30,900.90	\$ 32,016.78	\$ 2,829.41	\$ (2,219.25)	\$ 2,356.17	\$ 65,884.01

Footnotes:

[a] Interest on the Improvement Area A-1 Bonds is calculated at a 4.75%, 5.50%, and 5.75% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-1 LOT TYPE
10 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA C-1 LOT TYPE 10 PRINCIPAL ASSESSMENT: \$41,170.63

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-1 LOT TYPE 10

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 654.16	\$ 2,234.15	\$ 205.85	\$ -	\$ 151.26	\$ 3,245.43
2026	\$ 677.95	\$ 2,203.90	\$ 202.58	\$ -	\$ 154.29	\$ 3,238.72
2027	\$ 707.69	\$ 2,172.54	\$ 199.19	\$ -	\$ 157.37	\$ 3,236.79
2028	\$ 743.37	\$ 2,139.81	\$ 195.65	\$ -	\$ 160.52	\$ 3,239.35
2029	\$ 773.10	\$ 2,105.43	\$ 191.94	\$ -	\$ 163.73	\$ 3,234.20
2030	\$ 808.78	\$ 2,069.67	\$ 188.07	\$ -	\$ 167.01	\$ 3,233.54
2031	\$ 844.46	\$ 2,032.27	\$ 184.03	\$ -	\$ 170.35	\$ 3,231.11
2032	\$ 886.09	\$ 1,986.88	\$ 179.81	\$ -	\$ 173.75	\$ 3,226.53
2033	\$ 933.67	\$ 1,939.25	\$ 175.38	\$ -	\$ 177.23	\$ 3,225.52
2034	\$ 981.24	\$ 1,889.07	\$ 170.71	\$ -	\$ 180.77	\$ 3,221.79
2035	\$ 1,034.77	\$ 1,836.32	\$ 165.80	\$ -	\$ 184.39	\$ 3,221.28
2036	\$ 1,088.29	\$ 1,780.71	\$ 160.63	\$ -	\$ 188.08	\$ 3,217.70
2037	\$ 1,147.76	\$ 1,722.21	\$ 155.19	\$ -	\$ 191.84	\$ 3,216.99
2038	\$ 1,207.23	\$ 1,660.52	\$ 149.45	\$ -	\$ 195.68	\$ 3,212.87
2039	\$ 1,272.64	\$ 1,595.63	\$ 143.41	\$ -	\$ 199.59	\$ 3,211.27
2040	\$ 1,344.01	\$ 1,527.23	\$ 137.05	\$ -	\$ 203.58	\$ 3,211.86
2041	\$ 1,415.37	\$ 1,454.98	\$ 130.33	\$ -	\$ 207.65	\$ 3,208.34
2042	\$ 1,492.68	\$ 1,378.91	\$ 123.25	\$ -	\$ 211.81	\$ 3,206.65
2043	\$ 1,569.99	\$ 1,298.68	\$ 115.79	\$ -	\$ 216.04	\$ 3,200.50
2044	\$ 1,659.19	\$ 1,214.29	\$ 107.94	\$ -	\$ 220.36	\$ 3,201.78
2045	\$ 1,754.35	\$ 1,120.96	\$ 99.64	\$ -	\$ 224.77	\$ 3,199.72
2046	\$ 1,855.44	\$ 1,022.28	\$ 90.87	\$ -	\$ 229.27	\$ 3,197.86
2047	\$ 1,956.54	\$ 917.91	\$ 81.59	\$ -	\$ 233.85	\$ 3,189.89
2048	\$ 2,069.53	\$ 807.85	\$ 71.81	\$ -	\$ 238.53	\$ 3,187.72
2049	\$ 2,188.47	\$ 691.44	\$ 61.46	\$ -	\$ 243.30	\$ 3,184.67
2050	\$ 2,319.30	\$ 568.34	\$ 50.52	\$ -	\$ 248.16	\$ 3,186.33
2051	\$ 2,450.14	\$ 437.88	\$ 38.92	\$ -	\$ 253.13	\$ 3,180.07
2052	\$ 2,592.86	\$ 300.06	\$ 26.67	\$ -	\$ 258.19	\$ 3,177.79
2053	\$ 2,741.54	\$ 154.21	\$ 13.71	\$ (2,895.75)	\$ 263.35	\$ 277.06
Total	\$ 41,170.63	\$ 42,263.38	\$ 3,817.22	\$ (2,895.75)	\$ 5,867.86	\$ 90,223.34

Footnotes:

[a] Interest on the Improvement Area C-1 Bonds is calculated at a 4.625%, 5.375%, and 5.625% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-1 LOT TYPE
11 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA C-1 LOT TYPE 11 PRINCIPAL ASSESSMENT: \$43,809.77

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-1 LOT TYPE 11

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 696.10	\$ 2,377.37	\$ 219.05	\$ -	\$ 160.96	\$ 3,453.47
2026	\$ 721.41	\$ 2,345.17	\$ 215.57	\$ -	\$ 164.18	\$ 3,446.33
2027	\$ 753.05	\$ 2,311.81	\$ 211.96	\$ -	\$ 167.46	\$ 3,444.28
2028	\$ 791.02	\$ 2,276.98	\$ 208.20	\$ -	\$ 170.81	\$ 3,447.01
2029	\$ 822.66	\$ 2,240.39	\$ 204.24	\$ -	\$ 174.23	\$ 3,441.52
2030	\$ 860.63	\$ 2,202.35	\$ 200.13	\$ -	\$ 177.71	\$ 3,440.82
2031	\$ 898.60	\$ 2,162.54	\$ 195.82	\$ -	\$ 181.27	\$ 3,438.23
2032	\$ 942.89	\$ 2,114.24	\$ 191.33	\$ -	\$ 184.89	\$ 3,433.36
2033	\$ 993.52	\$ 2,063.56	\$ 186.62	\$ -	\$ 188.59	\$ 3,432.29
2034	\$ 1,044.14	\$ 2,010.16	\$ 181.65	\$ -	\$ 192.36	\$ 3,428.32
2035	\$ 1,101.10	\$ 1,954.04	\$ 176.43	\$ -	\$ 196.21	\$ 3,427.77
2036	\$ 1,158.05	\$ 1,894.85	\$ 170.92	\$ -	\$ 200.13	\$ 3,423.96
2037	\$ 1,221.33	\$ 1,832.61	\$ 165.13	\$ -	\$ 204.14	\$ 3,423.21
2038	\$ 1,284.61	\$ 1,766.96	\$ 159.03	\$ -	\$ 208.22	\$ 3,418.82
2039	\$ 1,354.22	\$ 1,697.91	\$ 152.60	\$ -	\$ 212.38	\$ 3,417.12
2040	\$ 1,430.16	\$ 1,625.12	\$ 145.83	\$ -	\$ 216.63	\$ 3,417.75
2041	\$ 1,506.10	\$ 1,548.25	\$ 138.68	\$ -	\$ 220.96	\$ 3,414.00
2042	\$ 1,588.37	\$ 1,467.30	\$ 131.15	\$ -	\$ 225.38	\$ 3,412.20
2043	\$ 1,670.63	\$ 1,381.93	\$ 123.21	\$ -	\$ 229.89	\$ 3,405.66
2044	\$ 1,765.55	\$ 1,292.13	\$ 114.86	\$ -	\$ 234.49	\$ 3,407.03
2045	\$ 1,866.80	\$ 1,192.82	\$ 106.03	\$ -	\$ 239.18	\$ 3,404.83
2046	\$ 1,974.38	\$ 1,087.81	\$ 96.69	\$ -	\$ 243.96	\$ 3,402.85
2047	\$ 2,081.96	\$ 976.75	\$ 86.82	\$ -	\$ 248.84	\$ 3,394.37
2048	\$ 2,202.20	\$ 859.64	\$ 76.41	\$ -	\$ 253.82	\$ 3,392.07
2049	\$ 2,328.76	\$ 735.77	\$ 65.40	\$ -	\$ 258.89	\$ 3,388.82
2050	\$ 2,467.98	\$ 604.77	\$ 53.76	\$ -	\$ 264.07	\$ 3,390.58
2051	\$ 2,607.20	\$ 465.95	\$ 41.42	\$ -	\$ 269.35	\$ 3,383.92
2052	\$ 2,759.07	\$ 319.29	\$ 28.38	\$ -	\$ 274.74	\$ 3,381.49
2053	\$ 2,917.28	\$ 164.10	\$ 14.59	\$ (3,081.37)	\$ 280.24	\$ 294.82
Total	\$ 43,809.77	\$ 44,972.57	\$ 4,061.91	\$ (3,081.37)	\$ 6,244.01	\$ 96,006.89

Footnotes:

[a] Interest on the Improvement Area C-1 Bonds is calculated at a 4.625%, 5.375%, and 5.625% rate for bonds maturing 2030, 2043, and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-2 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:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA C-2 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$3,525,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-2 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 59,000.00	\$ 194,361.26	\$ 17,625.00	\$ -	\$ 19,675.55	\$ 290,661.81
2026	\$ 62,000.00	\$ 191,632.50	\$ 17,330.00	\$ -	\$ 20,069.06	\$ 291,031.56
2027	\$ 64,000.00	\$ 188,765.00	\$ 17,020.00	\$ -	\$ 20,470.44	\$ 290,255.44
2028	\$ 66,000.00	\$ 185,805.00	\$ 16,700.00	\$ -	\$ 20,879.85	\$ 289,384.85
2029	\$ 69,000.00	\$ 182,752.50	\$ 16,370.00	\$ -	\$ 21,297.45	\$ 289,419.95
2030	\$ 72,000.00	\$ 179,561.26	\$ 16,025.00	\$ -	\$ 21,723.40	\$ 289,309.66
2031	\$ 74,000.00	\$ 176,231.26	\$ 15,665.00	\$ -	\$ 22,157.86	\$ 288,054.12
2032	\$ 78,000.00	\$ 172,068.76	\$ 15,295.00	\$ -	\$ 22,601.02	\$ 287,964.78
2033	\$ 82,000.00	\$ 167,681.26	\$ 14,905.00	\$ -	\$ 23,053.04	\$ 287,639.30
2034	\$ 86,000.00	\$ 163,068.76	\$ 14,495.00	\$ -	\$ 23,514.10	\$ 287,077.86
2035	\$ 90,000.00	\$ 158,231.26	\$ 14,065.00	\$ -	\$ 23,984.39	\$ 286,280.65
2036	\$ 95,000.00	\$ 153,168.76	\$ 13,615.00	\$ -	\$ 24,464.07	\$ 286,247.83
2037	\$ 100,000.00	\$ 147,825.00	\$ 13,140.00	\$ -	\$ 24,953.35	\$ 285,918.35
2038	\$ 105,000.00	\$ 142,200.00	\$ 12,640.00	\$ -	\$ 25,452.42	\$ 285,292.42
2039	\$ 110,000.00	\$ 136,293.76	\$ 12,115.00	\$ -	\$ 25,961.47	\$ 284,370.23
2040	\$ 116,000.00	\$ 130,106.26	\$ 11,565.00	\$ -	\$ 26,480.70	\$ 284,151.96
2041	\$ 122,000.00	\$ 123,581.26	\$ 10,985.00	\$ -	\$ 27,010.31	\$ 283,576.57
2042	\$ 128,000.00	\$ 116,718.76	\$ 10,375.00	\$ -	\$ 27,550.52	\$ 282,644.28
2043	\$ 135,000.00	\$ 109,518.76	\$ 9,735.00	\$ -	\$ 28,101.53	\$ 282,355.29
2044	\$ 142,000.00	\$ 101,925.00	\$ 9,060.00	\$ -	\$ 28,663.56	\$ 281,648.56
2045	\$ 149,000.00	\$ 93,937.50	\$ 8,350.00	\$ -	\$ 29,236.83	\$ 280,524.33
2046	\$ 157,000.00	\$ 85,556.26	\$ 7,605.00	\$ -	\$ 29,821.57	\$ 279,982.83
2047	\$ 166,000.00	\$ 76,725.00	\$ 6,820.00	\$ -	\$ 30,418.00	\$ 279,963.00
2048	\$ 174,000.00	\$ 67,387.50	\$ 5,990.00	\$ -	\$ 31,026.36	\$ 278,403.86
2049	\$ 184,000.00	\$ 57,600.00	\$ 5,120.00	\$ -	\$ 31,646.89	\$ 278,366.89
2050	\$ 194,000.00	\$ 47,250.00	\$ 4,200.00	\$ -	\$ 32,279.83	\$ 277,729.83
2051	\$ 204,000.00	\$ 36,337.50	\$ 3,230.00	\$ -	\$ 32,925.42	\$ 276,492.92
2052	\$ 215,000.00	\$ 24,862.50	\$ 2,210.00	\$ -	\$ 33,583.93	\$ 275,656.43
2053	\$ 227,000.00	\$ 12,768.76	\$ 1,135.00	\$ (253,632.50)	\$ 34,255.61	\$ 21,526.87
Total	\$ 3,525,000.00	\$ 3,623,921.40	\$ 323,385.00	\$ (253,632.50)	\$ 763,258.55	\$ 7,981,932.45

Footnotes:

[a] Interest on the Improvement Area C-2 Bonds is calculated at a 4.625% and 5.625% rate for bonds maturing 2030 and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-2 LOT TYPE
12 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA C-2 LOT TYPE 12 PRINCIPAL ASSESSMENT: \$32,861.24

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-2 LOT TYPE 12

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 550.02	\$ 1,811.90	\$ 164.31	\$ -	\$ 183.42	\$ 2,709.65
2026	\$ 577.98	\$ 1,786.46	\$ 161.56	\$ -	\$ 187.09	\$ 2,713.09
2027	\$ 596.63	\$ 1,759.73	\$ 158.67	\$ -	\$ 190.83	\$ 2,705.86
2028	\$ 615.27	\$ 1,732.14	\$ 155.68	\$ -	\$ 194.65	\$ 2,697.74
2029	\$ 643.24	\$ 1,703.68	\$ 152.61	\$ -	\$ 198.54	\$ 2,698.07
2030	\$ 671.21	\$ 1,673.93	\$ 149.39	\$ -	\$ 202.51	\$ 2,697.04
2031	\$ 689.85	\$ 1,642.89	\$ 146.03	\$ -	\$ 206.56	\$ 2,685.34
2032	\$ 727.14	\$ 1,604.08	\$ 142.59	\$ -	\$ 210.69	\$ 2,684.50
2033	\$ 764.43	\$ 1,563.18	\$ 138.95	\$ -	\$ 214.91	\$ 2,681.47
2034	\$ 801.72	\$ 1,520.18	\$ 135.13	\$ -	\$ 219.21	\$ 2,676.24
2035	\$ 839.01	\$ 1,475.09	\$ 131.12	\$ -	\$ 223.59	\$ 2,668.80
2036	\$ 885.62	\$ 1,427.89	\$ 126.92	\$ -	\$ 228.06	\$ 2,668.50
2037	\$ 932.23	\$ 1,378.07	\$ 122.50	\$ -	\$ 232.62	\$ 2,665.43
2038	\$ 978.85	\$ 1,325.64	\$ 117.83	\$ -	\$ 237.28	\$ 2,659.59
2039	\$ 1,025.46	\$ 1,270.58	\$ 112.94	\$ -	\$ 242.02	\$ 2,651.00
2040	\$ 1,081.39	\$ 1,212.89	\$ 107.81	\$ -	\$ 246.86	\$ 2,648.96
2041	\$ 1,137.33	\$ 1,152.07	\$ 102.41	\$ -	\$ 251.80	\$ 2,643.60
2042	\$ 1,193.26	\$ 1,088.09	\$ 96.72	\$ -	\$ 256.84	\$ 2,634.91
2043	\$ 1,258.52	\$ 1,020.97	\$ 90.75	\$ -	\$ 261.97	\$ 2,632.21
2044	\$ 1,323.77	\$ 950.18	\$ 84.46	\$ -	\$ 267.21	\$ 2,625.62
2045	\$ 1,389.03	\$ 875.72	\$ 77.84	\$ -	\$ 272.56	\$ 2,615.14
2046	\$ 1,463.61	\$ 797.58	\$ 70.90	\$ -	\$ 278.01	\$ 2,610.09
2047	\$ 1,547.51	\$ 715.26	\$ 63.58	\$ -	\$ 283.57	\$ 2,609.91
2048	\$ 1,622.09	\$ 628.21	\$ 55.84	\$ -	\$ 289.24	\$ 2,595.37
2049	\$ 1,715.31	\$ 536.97	\$ 47.73	\$ -	\$ 295.02	\$ 2,595.03
2050	\$ 1,808.53	\$ 440.48	\$ 39.15	\$ -	\$ 300.92	\$ 2,589.09
2051	\$ 1,901.76	\$ 338.75	\$ 30.11	\$ -	\$ 306.94	\$ 2,577.56
2052	\$ 2,004.30	\$ 231.78	\$ 20.60	\$ -	\$ 313.08	\$ 2,569.76
2053	\$ 2,116.17	\$ 119.03	\$ 10.58	\$ (2,364.45)	\$ 319.34	\$ 200.68
Total	\$ 32,861.24	\$ 33,783.42	\$ 3,014.70	\$ (2,364.45)	\$ 7,115.35	\$ 74,410.27

Footnotes:

[a] Interest on the Improvement Area C-2 Bonds is calculated at a 4.625% and 5.625% rate for bonds maturing 2030 and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-2 LOT TYPE
13 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA C-2 LOT TYPE 13 PRINCIPAL ASSESSMENT: \$34,967.73

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-2 LOT TYPE 13

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 585.28	\$ 1,928.05	\$ 174.84	\$ -	\$ 195.18	\$ 2,883.34
2026	\$ 615.04	\$ 1,900.98	\$ 171.91	\$ -	\$ 199.08	\$ 2,887.01
2027	\$ 634.88	\$ 1,872.53	\$ 168.84	\$ -	\$ 203.07	\$ 2,879.31
2028	\$ 654.71	\$ 1,843.17	\$ 165.66	\$ -	\$ 207.13	\$ 2,870.68
2029	\$ 684.47	\$ 1,812.89	\$ 162.39	\$ -	\$ 211.27	\$ 2,871.02
2030	\$ 714.23	\$ 1,781.23	\$ 158.97	\$ -	\$ 215.49	\$ 2,869.93
2031	\$ 734.07	\$ 1,748.20	\$ 155.40	\$ -	\$ 219.80	\$ 2,857.47
2032	\$ 773.75	\$ 1,706.91	\$ 151.73	\$ -	\$ 224.20	\$ 2,856.59
2033	\$ 813.43	\$ 1,663.39	\$ 147.86	\$ -	\$ 228.68	\$ 2,853.36
2034	\$ 853.11	\$ 1,617.63	\$ 143.79	\$ -	\$ 233.26	\$ 2,847.79
2035	\$ 892.79	\$ 1,569.64	\$ 139.52	\$ -	\$ 237.92	\$ 2,839.88
2036	\$ 942.39	\$ 1,519.42	\$ 135.06	\$ -	\$ 242.68	\$ 2,839.56
2037	\$ 991.99	\$ 1,466.41	\$ 130.35	\$ -	\$ 247.54	\$ 2,836.29
2038	\$ 1,041.59	\$ 1,410.61	\$ 125.39	\$ -	\$ 252.49	\$ 2,830.08
2039	\$ 1,091.19	\$ 1,352.02	\$ 120.18	\$ -	\$ 257.54	\$ 2,820.93
2040	\$ 1,150.71	\$ 1,290.64	\$ 114.72	\$ -	\$ 262.69	\$ 2,818.77
2041	\$ 1,210.23	\$ 1,225.92	\$ 108.97	\$ -	\$ 267.94	\$ 2,813.06
2042	\$ 1,269.75	\$ 1,157.84	\$ 102.92	\$ -	\$ 273.30	\$ 2,803.81
2043	\$ 1,339.19	\$ 1,086.42	\$ 96.57	\$ -	\$ 278.77	\$ 2,800.94
2044	\$ 1,408.63	\$ 1,011.09	\$ 89.87	\$ -	\$ 284.34	\$ 2,793.93
2045	\$ 1,478.07	\$ 931.85	\$ 82.83	\$ -	\$ 290.03	\$ 2,782.78
2046	\$ 1,557.43	\$ 848.71	\$ 75.44	\$ -	\$ 295.83	\$ 2,777.41
2047	\$ 1,646.71	\$ 761.11	\$ 67.65	\$ -	\$ 301.74	\$ 2,777.21
2048	\$ 1,726.07	\$ 668.48	\$ 59.42	\$ -	\$ 307.78	\$ 2,761.74
2049	\$ 1,825.27	\$ 571.39	\$ 50.79	\$ -	\$ 313.93	\$ 2,761.38
2050	\$ 1,924.47	\$ 468.72	\$ 41.66	\$ -	\$ 320.21	\$ 2,755.06
2051	\$ 2,023.66	\$ 360.47	\$ 32.04	\$ -	\$ 326.62	\$ 2,742.79
2052	\$ 2,132.78	\$ 246.63	\$ 21.92	\$ -	\$ 333.15	\$ 2,734.49
2053	\$ 2,251.82	\$ 126.67	\$ 11.26	\$ (2,516.01)	\$ 339.81	\$ 213.54
Total	\$ 34,967.73	\$ 35,949.02	\$ 3,207.95	\$ (2,516.01)	\$ 7,571.47	\$ 79,180.16

Footnotes:

[a] Interest on the Improvement Area C-2 Bonds is calculated at a 4.625% and 5.625% rate for bonds maturing 2030 and 2053, respectively.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 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:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA C-3 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$5,435,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-3 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 141,000.00	\$ 269,976.08	\$ 27,175.00	\$ -	\$ 13,750.25	\$ 451,901.33
2026	\$ 77,000.00	\$ 304,405.00	\$ 26,470.00	\$ -	\$ 14,025.26	\$ 421,900.26
2027	\$ 82,000.00	\$ 299,977.50	\$ 26,085.00	\$ -	\$ 14,305.77	\$ 422,368.27
2028	\$ 87,000.00	\$ 295,262.50	\$ 25,675.00	\$ -	\$ 14,591.89	\$ 422,529.39
2029	\$ 92,000.00	\$ 290,260.00	\$ 25,240.00	\$ -	\$ 14,883.73	\$ 422,383.73
2030	\$ 97,000.00	\$ 284,970.00	\$ 24,780.00	\$ -	\$ 15,181.40	\$ 421,931.40
2031	\$ 103,000.00	\$ 279,392.50	\$ 24,295.00	\$ -	\$ 15,485.03	\$ 422,172.53
2032	\$ 109,000.00	\$ 273,470.00	\$ 23,780.00	\$ -	\$ 15,794.73	\$ 422,044.73
2033	\$ 116,000.00	\$ 267,202.50	\$ 23,235.00	\$ -	\$ 16,110.62	\$ 422,548.12
2034	\$ 123,000.00	\$ 260,532.50	\$ 22,655.00	\$ -	\$ 16,432.83	\$ 422,620.33
2035	\$ 130,000.00	\$ 253,460.00	\$ 22,040.00	\$ -	\$ 16,761.49	\$ 422,261.49
2036	\$ 138,000.00	\$ 245,985.00	\$ 21,390.00	\$ -	\$ 17,096.72	\$ 422,471.72
2037	\$ 146,000.00	\$ 238,050.00	\$ 20,700.00	\$ -	\$ 17,438.65	\$ 422,188.65
2038	\$ 155,000.00	\$ 229,655.00	\$ 19,970.00	\$ -	\$ 17,787.42	\$ 422,412.42
2039	\$ 164,000.00	\$ 220,742.50	\$ 19,195.00	\$ -	\$ 18,143.17	\$ 422,080.67
2040	\$ 174,000.00	\$ 211,312.50	\$ 18,375.00	\$ -	\$ 18,506.03	\$ 422,193.53
2041	\$ 184,000.00	\$ 201,307.50	\$ 17,505.00	\$ -	\$ 18,876.15	\$ 421,688.65
2042	\$ 196,000.00	\$ 190,727.50	\$ 16,585.00	\$ -	\$ 19,253.67	\$ 422,566.17
2043	\$ 207,000.00	\$ 179,457.50	\$ 15,605.00	\$ -	\$ 19,638.74	\$ 421,701.24
2044	\$ 220,000.00	\$ 167,555.00	\$ 14,570.00	\$ -	\$ 20,031.51	\$ 422,156.51
2045	\$ 233,000.00	\$ 154,905.00	\$ 13,470.00	\$ -	\$ 20,432.14	\$ 421,807.14
2046	\$ 248,000.00	\$ 141,507.50	\$ 12,305.00	\$ -	\$ 20,840.78	\$ 422,653.28
2047	\$ 263,000.00	\$ 127,247.50	\$ 11,065.00	\$ -	\$ 21,257.60	\$ 422,570.10
2048	\$ 279,000.00	\$ 112,125.00	\$ 9,750.00	\$ -	\$ 21,682.75	\$ 422,557.75
2049	\$ 296,000.00	\$ 96,082.50	\$ 8,355.00	\$ -	\$ 22,116.41	\$ 422,553.91
2050	\$ 314,000.00	\$ 79,062.50	\$ 6,875.00	\$ -	\$ 22,558.74	\$ 422,496.24
2051	\$ 333,000.00	\$ 61,007.50	\$ 5,305.00	\$ -	\$ 23,009.91	\$ 422,322.41
2052	\$ 353,000.00	\$ 41,860.00	\$ 3,640.00	\$ -	\$ 23,470.11	\$ 421,970.11
2053	\$ 375,000.00	\$ 21,562.50	\$ 1,875.00	\$ (410,976.08)	\$ 23,939.51	\$ 11,400.93
Total	\$ 5,435,000.00	\$ 5,799,061.08	\$ 507,965.00	\$ (410,976.08)	\$ 533,403.01	\$ 11,864,453.01

Footnotes:

[a] Interest is calculated at 5.75% based on the City's Financial Advisor's model dated 8/29/2024, and subject to change upon pricing.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 LOT TYPE
14 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA C-3 LOT TYPE 14 PRINCIPAL ASSESSMENT: \$35,538.36

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-3 LOT TYPE 14

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 921.97	\$ 1,765.32	\$ 177.69	\$ -	\$ 89.91	\$ 2,954.89
2026	\$ 503.49	\$ 1,990.44	\$ 173.08	\$ -	\$ 91.71	\$ 2,758.72
2027	\$ 536.18	\$ 1,961.49	\$ 170.56	\$ -	\$ 93.54	\$ 2,761.78
2028	\$ 568.88	\$ 1,930.66	\$ 167.88	\$ -	\$ 95.41	\$ 2,762.83
2029	\$ 601.57	\$ 1,897.95	\$ 165.04	\$ -	\$ 97.32	\$ 2,761.88
2030	\$ 634.26	\$ 1,863.36	\$ 162.03	\$ -	\$ 99.27	\$ 2,758.92
2031	\$ 673.50	\$ 1,826.89	\$ 158.86	\$ -	\$ 101.25	\$ 2,760.50
2032	\$ 712.73	\$ 1,788.16	\$ 155.49	\$ -	\$ 103.28	\$ 2,759.66
2033	\$ 758.50	\$ 1,747.18	\$ 151.93	\$ -	\$ 105.34	\$ 2,762.96
2034	\$ 804.27	\$ 1,703.57	\$ 148.14	\$ -	\$ 107.45	\$ 2,763.43
2035	\$ 850.04	\$ 1,657.32	\$ 144.12	\$ -	\$ 109.60	\$ 2,761.08
2036	\$ 902.35	\$ 1,608.45	\$ 139.86	\$ -	\$ 111.79	\$ 2,762.46
2037	\$ 954.66	\$ 1,556.56	\$ 135.35	\$ -	\$ 114.03	\$ 2,760.61
2038	\$ 1,013.51	\$ 1,501.67	\$ 130.58	\$ -	\$ 116.31	\$ 2,762.07
2039	\$ 1,072.36	\$ 1,443.39	\$ 125.51	\$ -	\$ 118.63	\$ 2,759.90
2040	\$ 1,137.75	\$ 1,381.73	\$ 120.15	\$ -	\$ 121.01	\$ 2,760.64
2041	\$ 1,203.14	\$ 1,316.31	\$ 114.46	\$ -	\$ 123.43	\$ 2,757.34
2042	\$ 1,281.60	\$ 1,247.13	\$ 108.45	\$ -	\$ 125.90	\$ 2,763.07
2043	\$ 1,353.53	\$ 1,173.44	\$ 102.04	\$ -	\$ 128.41	\$ 2,757.42
2044	\$ 1,438.54	\$ 1,095.61	\$ 95.27	\$ -	\$ 130.98	\$ 2,760.40
2045	\$ 1,523.54	\$ 1,012.89	\$ 88.08	\$ -	\$ 133.60	\$ 2,758.11
2046	\$ 1,621.62	\$ 925.29	\$ 80.46	\$ -	\$ 136.27	\$ 2,763.64
2047	\$ 1,719.70	\$ 832.05	\$ 72.35	\$ -	\$ 139.00	\$ 2,763.10
2048	\$ 1,824.32	\$ 733.16	\$ 63.75	\$ -	\$ 141.78	\$ 2,763.02
2049	\$ 1,935.48	\$ 628.26	\$ 54.63	\$ -	\$ 144.61	\$ 2,762.99
2050	\$ 2,053.18	\$ 516.97	\$ 44.95	\$ -	\$ 147.51	\$ 2,762.62
2051	\$ 2,177.42	\$ 398.92	\$ 34.69	\$ -	\$ 150.46	\$ 2,761.48
2052	\$ 2,308.20	\$ 273.71	\$ 23.80	\$ -	\$ 153.47	\$ 2,759.18
2053	\$ 2,452.05	\$ 140.99	\$ 12.26	\$ (2,687.29)	\$ 156.54	\$ 74.55
Total^[d]	\$ 35,538.36	\$ 37,918.88	\$ 3,321.48	\$ (2,687.29)	\$ 3,487.81	\$ 77,579.25

Footnotes:

[a] Interest is calculated at 5.75% based on the City's Financial Advisor's model dated 8/29/2024, and subject to change upon pricing.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

[d] Totals may not sum due to rounding.

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 LOT TYPE
15 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MESQUITE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA C-3 LOT TYPE 15 PRINCIPAL ASSESSMENT: \$37,907.59

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite 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 Mesquite.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-3 LOT TYPE 15

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Reserve Fund ^[b]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 983.44	\$ 1,883.01	\$ 189.54	\$ -	\$ 95.90	\$ 3,151.88
2026	\$ 537.05	\$ 2,123.14	\$ 184.62	\$ -	\$ 97.82	\$ 2,942.63
2027	\$ 571.93	\$ 2,092.26	\$ 181.94	\$ -	\$ 99.78	\$ 2,945.90
2028	\$ 606.80	\$ 2,059.37	\$ 179.08	\$ -	\$ 101.77	\$ 2,947.02
2029	\$ 641.67	\$ 2,024.48	\$ 176.04	\$ -	\$ 103.81	\$ 2,946.01
2030	\$ 676.55	\$ 1,987.59	\$ 172.83	\$ -	\$ 105.89	\$ 2,942.85
2031	\$ 718.40	\$ 1,948.68	\$ 169.45	\$ -	\$ 108.00	\$ 2,944.53
2032	\$ 760.24	\$ 1,907.38	\$ 165.86	\$ -	\$ 110.16	\$ 2,943.64
2033	\$ 809.07	\$ 1,863.66	\$ 162.06	\$ -	\$ 112.37	\$ 2,947.15
2034	\$ 857.89	\$ 1,817.14	\$ 158.01	\$ -	\$ 114.61	\$ 2,947.66
2035	\$ 906.71	\$ 1,767.81	\$ 153.72	\$ -	\$ 116.91	\$ 2,945.15
2036	\$ 962.51	\$ 1,715.68	\$ 149.19	\$ -	\$ 119.24	\$ 2,946.62
2037	\$ 1,018.31	\$ 1,660.33	\$ 144.38	\$ -	\$ 121.63	\$ 2,944.65
2038	\$ 1,081.08	\$ 1,601.78	\$ 139.29	\$ -	\$ 124.06	\$ 2,946.21
2039	\$ 1,143.85	\$ 1,539.62	\$ 133.88	\$ -	\$ 126.54	\$ 2,943.89
2040	\$ 1,213.60	\$ 1,473.84	\$ 128.16	\$ -	\$ 129.07	\$ 2,944.68
2041	\$ 1,283.35	\$ 1,404.06	\$ 122.09	\$ -	\$ 131.66	\$ 2,941.16
2042	\$ 1,367.04	\$ 1,330.27	\$ 115.68	\$ -	\$ 134.29	\$ 2,947.28
2043	\$ 1,443.77	\$ 1,251.67	\$ 108.84	\$ -	\$ 136.97	\$ 2,941.25
2044	\$ 1,534.44	\$ 1,168.65	\$ 101.62	\$ -	\$ 139.71	\$ 2,944.42
2045	\$ 1,625.11	\$ 1,080.42	\$ 93.95	\$ -	\$ 142.51	\$ 2,941.99
2046	\$ 1,729.73	\$ 986.97	\$ 85.82	\$ -	\$ 145.36	\$ 2,947.89
2047	\$ 1,834.35	\$ 887.52	\$ 77.18	\$ -	\$ 148.27	\$ 2,947.31
2048	\$ 1,945.95	\$ 782.04	\$ 68.00	\$ -	\$ 151.23	\$ 2,947.22
2049	\$ 2,064.52	\$ 670.15	\$ 58.27	\$ -	\$ 154.26	\$ 2,947.19
2050	\$ 2,190.06	\$ 551.44	\$ 47.95	\$ -	\$ 157.34	\$ 2,946.79
2051	\$ 2,322.58	\$ 425.51	\$ 37.00	\$ -	\$ 160.49	\$ 2,945.58
2052	\$ 2,462.07	\$ 291.96	\$ 25.39	\$ -	\$ 163.70	\$ 2,943.12
2053	\$ 2,615.52	\$ 150.39	\$ 13.08	\$ (2,866.44)	\$ 166.97	\$ 79.52
Total^[d]	\$ 37,907.59	\$ 40,446.81	\$ 3,542.91	\$ (2,866.44)	\$ 3,720.33	\$ 82,751.20

Footnotes:

[a] Interest is calculated at 5.75% based on the City's Financial Advisor's model dated 8/29/2024, and subject to change upon pricing.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

[d] Totals may not sum due to rounding.

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

[Form of Bond Counsel Opinion]

[Date]

\$ _____
CITY OF MESQUITE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(SOLTERRA PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA C-3 PROJECTS)

WE HAVE represented the City of Mesquite, Texas (the “Issuer”), as its bond counsel in connection with an issue of assessment revenue bonds (the “Bonds”) described as follows:

CITY OF MESQUITE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 PROJECTS), dated
October 1, 2024, issued in the principal amount of \$ _____.

IN SUCH capacity, we have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. The scope of our engagement as bond counsel extends solely to an examination of the facts and law incident to rendering the opinions specifically expressed herein.

THE BONDS have been authorized and issued pursuant to Texas Local Government Code, Chapter 372, as amended (the “Act”) and an Ordinance adopted by the Issuer on July 17, 2023 (the “Ordinance”). The Bonds are issued pursuant to a Trust Indenture, dated as of October 1, 2024 (the “Indenture”), by and between the Issuer and Wilmington Trust, National Association, as Trustee (the “Trustee”).

Unless the context clearly indicates otherwise, each capitalized term used in this opinion shall have the same meaning as set forth in the Indenture.

We have represented the Issuer as bond counsel for the sole purpose of rendering an opinion 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 excludability of interest on the Bonds from gross income for federal income tax purposes. We have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the transcript of proceedings described in the following paragraph. We have not assumed any responsibility with respect to the financial condition or capabilities of the Issuer or the disclosure thereof in connection with the sale 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. We express no opinion herein regarding the accuracy, adequacy or completeness of the Limited Offering Memorandum relating to the Bonds.

In our capacity as bond counsel, we have participated in the preparation of and have examined a transcript of certified proceedings pertaining to the Bonds, on which we have relied in giving our opinion. The transcript contains certified copies of certain proceedings of the Issuer; customary certificates of

officers, agents and representatives of the Issuer and other public officials, and other certified showings relating to the authorization and issuance of the Bonds. We also have analyzed such laws, regulations, guidance, documents and other materials as we have deemed necessary to render the opinions herein. We have also examined executed Bond No. 1 of this issue.

In providing the opinions set forth herein, we have relied on representations and certifications of the Issuer and other parties involved with the issuance of the Bonds with respect to matters solely within the knowledge of the Issuer and such parties, which we have not independently verified. In addition, we have assumed for purposes of this opinion continuing compliance with the covenants in the Indenture, including, but not limited to, covenants relating to the tax-exempt status of the Bonds.

BASED ON SUCH EXAMINATION AND IN RELIANCE ON SUCH REPRESENTATIONS, CERTIFICATIONS, AND ASSUMPTIONS, IT IS OUR OPINION THAT:

- (1) The transcript of certified proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the Constitution and laws of the State of Texas presently effective and, therefore, the Bonds constitute valid and legally binding obligations of the Issuer payable solely from the Pledged Revenues as and to the extent provided in the Indenture.
- (2) Interest on the Bonds is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended. In addition, interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax on individuals, but we observe that such interest is taken into account in computing the alternative minimum tax on certain corporations.

The rights of the owners of the Bonds are subject to the applicable provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and may be limited by general principles of equity which permit the exercise of judicial discretion.

We express no opinion as to the amount or timing of interest on the Bonds or, exempt as stated above, to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or the acquisition, ownership or disposition of, the Bonds. This opinion is specifically limited to the laws of the State of Texas and, to the extent applicable, the laws of the United States of America. Further, in the event that the representations of the Issuer and other parties upon which we have relied are determined to be inaccurate or incomplete or the Issuer fails to comply with the covenants of the Indenture, interest on the Bonds could become includable in gross income for federal income tax purposes from the date of the original delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Our opinions are based on existing law and our knowledge of facts as of the date hereof and may be affected by certain actions that may be taken or omitted on a later date. We assume no duty to update or supplement our opinions, and this opinion letter may not be relied upon in connection with any changes to the law or facts, or actions taken or omitted, after the date hereof.

(THIS PAGE IS INTENTIONALLY LEFT BLANK.)

APPENDIX D-1

FORM OF CITY DISCLOSURE AGREEMENT

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

**CITY OF MESQUITE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(SOLTERRA PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA C-3 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of October 1, 2024 (this “Disclosure Agreement”) is executed and delivered by and among the City of Mesquite, Texas (the “Issuer”), P3Works, LLC (as more fully defined herein, the “Administrator”) and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent (as more fully defined herein, the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2024 (Solterra Public Improvement District Improvement Area C-3 Project)” (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 October 1, 2024, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Collections Report” shall mean any Annual Collection Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

“Annual Collections Report Filing Date” shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

“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 Financial Statements” shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

“Annual Financials Filing Date” shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer’s Fiscal Year. The Annual Financials Filing Date is currently September 30.

“Annual Information Filing Date” shall mean, for each Fiscal Year, the date on which the Annual Financial Information must be filed with the MSRB, which date is six (6) months after the end of the Issuer’s Fiscal Year. The Annual Information Filing Date is currently March 31.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“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.

“Collections Reporting Date” shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

“Delinquency Date” shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

“Developer” shall mean Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, including its affiliates, successors and assigns.

“Disclosure Agreement of Developer” shall mean the City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2024 (Solterra Public Improvement District Improvement Area C-3 Project) Continuing Disclosure Agreement of Developer dated as of October 1, 2024 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee 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 Solterra Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Filing Date” means, collectively, an Annual Financials Filing Date, an Annual Information Filing Date and an Annual Collections Report Filing Date, or, individually, as the context requires, an Annual Financials Filing Date, an Annual Information Filing Date or an Annual Collections Report Filing Date.

“Final Assessment Payment Date” shall mean the calendar day preceding the Delinquency Date.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the one-year period from October 1 through September 30.

“Improvement Area C-3” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 6(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 continuing disclosure reports pursuant to the Rule.

“Other Obligations” means any bonds, temporary notes, time warrants, or an obligation under an installment sale contract or reimbursement agreement secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Area C-3 in accordance with the PID Act

“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.

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

“Prepayment” shall mean the payment of all or a portion of an Assessment before the due date of the final installment thereof.

“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.

“SAP Update” shall have the meaning assigned to such term in Section 4(a)(iii) of this Disclosure Agreement.

“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.

“Tax Year” means the calendar year or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

“Trustee” shall have the meaning assigned to such term in the Indenture.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2025, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, the Annual Financial Information and the Annual Financial Statements.

(i) The Issuer shall provide or caused to be provided the Annual Financial Information to the MSRB not later than the Annual Information Filing Date; and

(ii) The Issuer shall provide or caused to be provided audited Annual Financial Statements to the MSRB not later than the Annual Financials Filing Date, or if audited Annual Financial Statements are not available by the Annual Financials Filing Date, unaudited Annual Financial Statements, provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement.

In each case, the Annual Financial Information and Annual Financial Statements may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Not later than ten (10) days prior to the applicable Filing Date, the Issuer shall provide the Annual Financial Information or Annual Financial Statements, as applicable, to the Dissemination Agent together with written direction to file such Annual Financial Information or Annual Financial Statements with the MSRB. The Dissemination Agent shall provide such Annual Financial Information or Annual Financial Statements to the MSRB not later than ten (10) days from receipt of such Annual Financial Information or Annual Financial Statements from the Issuer, but in no event later than the applicable Filing Date for such Fiscal Year.

If by the fifth (5th) day before the applicable Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Annual Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Annual Financial Statements pursuant to subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial Information or Annual Financial Statements, as applicable, no later than two (2) Business Days prior to the applicable Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Financial Information by the Annual Information Filing Date or the Annual Financial Statements by the Annual Financials Filing Date, as applicable, state the date by which the Annual Financial Information or Annual Financial Statements for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Financial Information, Annual Financial Statements or the notice of failure to file, as applicable, to the MSRB, no later than the applicable Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than the applicable Filing Date.

(c) The Dissemination Agent, pursuant to written direction, shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information and the Annual Financial Statements on the dates required in subsection (a);

(ii) on behalf of the Issuer, file the Annual Financial Information and the Annual Financial Statements containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Financial Information and the Annual Financial Statements, as applicable, and the Dissemination Agent has filed such Annual Financial Information or Annual Financial Statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or Annual Financial Statements 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 of Annual Financial Information and Annual Financial Statements.

(a) *Annual Financial Information.* The Annual Financial Information for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) 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, the aggregate principal amount Outstanding and the total interest amount due on aggregate principal amount Outstanding;

(B) the amounts in the funds and accounts securing the Bonds and a description of the related investments; and

(C) the assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Sections 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the reporting Fiscal Year.

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update (collectively, a “SAP Update”).

(iv) 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) *Annual Financial Statements.* The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date 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 the audited financial statements of the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited financial statements of the Issuer no later than the Annual Financials Filing Date and audited financial statements when and if available.

(c) See Exhibit B hereto for a form for submitting the information set forth in subsection 4(a) above. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer’s staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information under this Section 4.

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. The Dissemination Agent has no duty or obligation to determine whether or not the information contained in any completed forms containing financial information and operating data as shown in Exhibit B provided to it has been accurately completed and shall only be required to file the forms as completed and provided to it by either the Administrator or the Issuer.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is

available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Annual Collections Report Filing Date, the Issuer shall provide the Annual Collections Report to the Dissemination Agent together with written direction to file such Annual Collections Report with the MSRB. The Dissemination Agent shall provide such Annual Collections Report to the MSRB not later than ten (10) days from receipt of such Annual Collections Report from the Issuer, but in no event later than the Annual Collections Report Filing Date.

If by the fifth (5th) day before the Annual Collections Report Filing Date, the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Collections Report pursuant to this subsection 5(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Collections Report no later than two (2) Business Days prior to the Annual Collections Report Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Collections Report by the Annual Collections Report Filing Date, state the date by which the Annual Collections Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Collections Report or the notice of failure to file, as applicable, to the MSRB, no later than the Annual Collections Report Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day prior to the Annual Collections Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Collections Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Collections Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the Annual Collections Report Filing Date. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the applicable Annual Collections Report Filing Date.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1st) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the City shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, 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 IRS 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 Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, 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 under the Indenture or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The sale by the Developer of real property within Improvement Area C-3 will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above 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 incurrence of Other 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 6 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 in writing to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) Business Day filing requirement.

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. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing 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. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of 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, the Participating Underwriter, the Trustee, 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 subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the event, 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).

SECTION 7. 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 and the Administrator 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 Administrator and Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Administrator and 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 6(a).

SECTION 8. 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 its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. 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.. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer. The Dissemination Agent may resign at any time with thirty (30) days’ written notice to the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, 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 in writing by the Issuer or the 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(a), 4, 5 or 6(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 Financial Information, 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 6(a), and (ii) the Annual Financial Information for the fiscal 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 10. 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 Financial Information, Annual Financial Statements, Annual Collections 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 Financial Information, Annual Financial Statements, Annual Collections 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 Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event.

SECTION 11. 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 the Trustee (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, 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 shall not be deemed a default under the Disclosure Agreement of Developer, and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Except as otherwise provided herein, 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 indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Improvement Area C-3, 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. If the Issuer does not provide the Dissemination Agent with the Annual Financial Information or Annual Financial Statements in accordance with Section 3(a) and 3(b), respectively, or the Annual Collections Report in accordance with Section 5(a), the Dissemination Agent shall not be responsible for the failure to submit Annual Financial Information, Annual Financial Statements, or the Annual Collections Report, as applicable, to the MSRB. 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 the Dissemination Agent has actual knowledge of any event described in Section 6 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.

(b) 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 Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only from Annual

Collection Costs collected from the property owners in Improvement Area C-3, 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; 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 failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator 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 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.

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.

(c) 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 ANY PARTY TO THIS DISCLOSURE AGREEMENT 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 13. 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 D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 14. 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 15. 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 16. 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 17. 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 18. 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 Collection 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 the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area C-3, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Statutory Verifications. The Dissemination Agent and the Administrator, each respectively, make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and the Administrator, each respectively, represent that neither the Dissemination Agent, the Administrator, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator 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, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, 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.

(b) No Boycott of Israel. The Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, 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 Disclosure Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20. 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. Submitted herewith is a completed Form 1295 in connection with the Administrator’s participation in the execution of this Disclosure Agreement 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 Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer 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 Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer 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 Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 21. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 22. 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.

(Signature pages follow)

CITY OF MESQUITE, TEXAS
(as Issuer)

By: _____
Mayor

HTS CONTINUING DISCLOSURE SERVICES,
A DIVISION OF HILLTOP SECURITIES INC.
(as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][ANNUAL FINANCIAL
STATEMENTS][ANNUAL COLLECTIONS REPORT]**

Name of Issuer: City of Mesquite, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2024
(Solterra Public Improvement District Improvement Area C-3
Project) (the “Bonds”)
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of Mesquite, Texas, has not provided [Annual Financial Information][[audited][unaudited] Annual Financial Statements][Annual Collections Report] for fiscal year ended _____ with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of October 1, 2024, by and among the Issuer, P3Works, LLC, as the “Administrator,” and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as “Dissemination Agent.” The Issuer anticipates that [Annual Financial Information][[audited][unaudited] Annual Financial Statements][Annual Collections Report] 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: Mesquite, Texas

EXHIBIT B

**CITY OF MESQUITE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(SOLTERRA PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA C-3 PROJECT)**

ANNUAL FINANCIAL INFORMATION¹

Delivery Date: _____, 20__

CUSIP NOS: [insert CUSIP NOs.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address:
City:
Telephone:
Contact Person: Attn:

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

¹ Excluding Annual Financial Statements of the Issuer.

Section 4(a)(i)(B)

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF TRUST ESTATE

Cash Position of Trust Estate for statements dated September 30, 20[]		
[List of Funds/Accounts Held Under Indenture]	Amount In the Fund	
Total		A
Bond Principal Amount Outstanding		B
Outstanding Assessment Amount to be collected		C
Net Position of Trust Estate and Outstanding Bonds and Assessments		A-B+C

September 30, 20[] Trust Statements: ~ Audited ~ Unaudited

Accounting Type: ~ Cash ~ Accrual ~ Modified Accrual

Section 4(a)(ii)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AND IN SUBSTANTIALLY SIMILAR FORM PROVIDED IN THE FOLLOWING TABLES AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
---	------------------	-----------------	--------------

Top [Five] Assessment Payers in Improvement Area C-3⁽¹⁾

<u>Property Owner</u>	<u>No. of Parcels/Lots</u>	<u>Percentage of Parcels/Lots</u>	<u>Outstanding Assessments</u>	<u>Percentage of Total Assessments</u>
-----------------------	----------------------------	---------------------------------------	------------------------------------	--

⁽¹⁾ Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of Improvement Area C-3 of the District

The [YEAR] certified total assessed value for the Assessed Property in Improvement Area C-3 of the District is approximately \$[AMOUNT] according to the Dallas Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

<u>Fiscal Year Ended (9/30)</u>	<u>Delinquent Assessment Amount not in Foreclosure Proceedings</u>	<u>Parcels in Foreclosure Proceedings</u>	<u>Delinquent Assessment Amount in Foreclosure Proceedings</u>	<u>Foreclosure Sales</u>	<u>Foreclosure Proceeds Received</u>
20__	\$		\$		\$
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

<u>Fiscal Year Ended (9/30)</u>	<u>Total Annual Installment Billed</u>	<u>Parcels Levied⁽¹⁾</u>	<u>Delinquent Amount as of 3/1</u>	<u>Delinquent % as of 3/1</u>	<u>Delinquent Amount as of [9/1]</u>	<u>Delinquent % as of [9/1]</u>	<u>Total Assessments Collected⁽²⁾</u>
20__	\$		\$	%	\$	%	\$
20__							
20__							
20__							
20__							

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, October 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

<u>Fiscal Year Ended (9/30)</u>	<u>Delinquent % as of 9/1</u>	<u>Parcel Numbers</u>
20__	%	
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

<u>Fiscal Year Ended (9/30)</u>	<u>Number of Prepayments</u>	<u>Amount of Prepayments</u> \$	<u>Bond Call Date</u>	<u>Amount of Bonds Redeemed</u> \$
20__				
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTIONS 4(a)(iii) – (iv) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF MESQUITE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 PROJECT)

[Insert a line item for each applicable listing]

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

EXHIBIT C

**CITY OF MESQUITE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(SOLTERRA PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA C-3 PROJECT)**

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP NOSs: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address:
City:
Telephone:
Contact Person: Attn:

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO COLLECTION OF THE ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SECTION 5(A) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF MESQUITE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 PROJECT)

Foreclosure History Related To The Annual Installments⁽¹⁾

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20	\$		\$		\$

(i) Period covered includes October 1, 20__ through March 1, 20__.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Collection and Delinquency Annual Installments⁽¹⁾

Succeeding Fiscal Year 20__	Total Annual Installment <u>Levied</u> \$	Parcels <u>Levied</u> ⁽²⁾	Delinquent Amount as <u>of 3/1</u> \$	Delinquent <u>% as of 3/1</u> %	Total Annual Installments <u>Collected</u> ⁽³⁾ \$
--------------------------------	---	---	---	---------------------------------------	--

⁽¹⁾ Period covered includes October 1, 20__ through March 1, 20__.

⁽²⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, October 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽³⁾ [Does/does not] include interest and penalties.

Prepayment of Assessments⁽¹⁾

Succeeding <u>Fiscal Year</u>	Number of <u>Prepayments</u>	Amount of <u>Prepayments</u> \$	<u>Bond Call Date</u>	Amount of Bonds <u>Redeemed</u> \$
----------------------------------	---------------------------------	---------------------------------------	-----------------------	---

⁽¹⁾ Period covered includes October 1, 20__ through March 1, 20__.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES¹

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.
		Issuer and/or Administrator should be aware of actual and specific delinquencies
		Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing.
		Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
		At this point, 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

¹ Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the Hays County Tax Assessor-Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

foreclosure, in accordance with the Hays County Tax Assessor-Collector's procedures².

If there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the Hays County Tax Assessor-Collector procedures².

March 15

43/44

Trustee pays Bond interest payments to Owners.

Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.

Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

July 1

152/153

Issuer, or the Administrator on behalf of the 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, in accordance with the Hays County Tax Assessor-Collector procedures².

Preliminary Foreclosure activity commences, in accordance with the Hays County Tax Assessor-Collector procedures², and Issuer to notify Dissemination Agent in writing 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.

² If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the Indenture, Trustee requests that the Issuer commence foreclosure or provide plan for collection and deliver such plan to the Dissemination Agent.

August 15

197/198

The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

Foreclosure action to be filed with the court, in accordance with the Hays County Tax Assessor-Collector procedures³.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

³ If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

(THIS PAGE IS INTENTIONALLY LEFT BLANK.)

APPENDIX D-2

FORM OF LENNAR DISCLOSURE AGREEMENT

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

**CITY OF MESQUITE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3
PROJECTS)**

CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER

This Continuing Disclosure Agreement of Developer dated as of October 1, 2024 (this “Disclosure Agreement”) is executed and delivered by and among Lennar Homes Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”), P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. (the “Dissemination Agent”) with respect to the above captioned bonds (the “Bonds”). The Developer, 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 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 October 1, 2024 relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the initial Administrator.

“Affiliates” shall mean an entity that owns property within Improvement Area C-3 and is controlled by, controls, or is under common control of the Developer.

“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 mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee or any national holiday observed by the Trustee.

“Certification Letter” shall mean a certification letter provided by the Developer or any Significant Homebuilder, pursuant to Section 3, in substantially the form attached as Exhibit D.

“City” shall mean the City of Mesquite, Texas.

“Developer” shall mean Lennar Homes Texas Land and Construction, Ltd., a Texas limited partnership, and each other Person, through assignment, who assumes the obligations, requirements or covenants to construct one or more of the Improvement Area C-3 Projects and their designated successors and assigns; provided that such term shall not include the Master Developer.

“Developer Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of Issuer dated as of October 1, 2024 executed and delivered by and among the Issuer, the Administrator and the Dissemination Agent.

“Dissemination Agent” shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., 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 Solterra Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Homebuilder(s)” shall mean any merchant homebuilder who enters into a Lot Purchase Agreement with the Developer, and the successors and assigns of such homebuilder under such Lot Purchase Agreement.

“Improvement Area C-3” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Improvement Area C-3 Assessed Property” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Improvement Area C-3 Assessments” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Improvement Area C-3 Projects” shall have the meaning assigned to such term in the Limited Offering Memorandum.

“Issuer” shall mean the City of Mesquite, Texas.

“KLLB” shall have the meaning assigned to such term in the Limited Offering Memorandum.

“Limited Offering Memorandum” shall mean the Limited Offering Memorandum for the Bonds, dated October 7, 2024.

“Listed Events” shall mean, collectively, Developer Listed Events and Significant Homebuilder Listed Events.

“Lot Purchase Agreement” shall mean, with respect to lots or land within Improvement Area C-3, any Lot Purchase Agreement between a Homebuilder and the Developer to purchase lots or to purchase land.

“Master Developer” shall have the meaning assigned to it in the Limited Offering Memorandum.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure 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.

“Person” shall mean any legal person, including 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.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning September 30, 2024.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being February 15, May 15, August 15, and November 15

“Quarterly Information” shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

“Quarterly Report” shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

“Reporting Party” shall mean the Developer and/or Significant Homebuilder, as applicable.

“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.

“Significant Homebuilder” shall mean a Homebuilder that then owns ten percent (10%)¹ or more of the single-family residential lots within Improvement Area C-3.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Trustee” shall mean Wilmington Trust, National Association, a national banking association, or any successor trustee pursuant to the Indenture.

“Zone C Exclusive Amenities” shall have the meaning assigned to such term in the Limited Offering Memorandum.

Section 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder that is a Reporting Party, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with September 30, 2024, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to Section 3(d) (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party’s obligations terminate pursuant to Section 6 of this Disclosure Agreement. For the avoidance of doubt, (i) if the Developer elects, the Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder and (ii) the Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment with respect to such real property is delivered in accordance with Section 5 of this Disclosure Agreement, at which time the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The Administrator shall (i) review each Quarterly Report containing the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) no later than twenty (20) days after each Quarterly Ending Date, either (1) advise the applicable Reporting Party as to any necessary changes to the applicable Quarterly Information or (2) provide to the Dissemination Agent the Quarterly Report in accordance with subsection (c) below. If the Administrator advises a Reporting Party as to any necessary changes to their respective Quarterly Information, such Reporting Party shall provide, or cause to be provided, to the Administrator, not more than thirty (30) days after each Quarterly Ending Date, the revised Quarterly Information. The Administrator shall review the revised Quarterly Information within the Quarterly Report and provide the Quarterly Report to the Dissemination Agent in accordance with subsection (c) below.

If Reporting Parties provide the Quarterly information in more than one report to the Administrator, the Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Reporting Parties pursuant to subsection (a) above, and (ii) provide the Quarterly Report to the Reporting Parties for review no later than twenty (20) days after each Quarterly Ending Date. The Reporting Parties shall review and revise, as necessary, the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide the Quarterly

¹ At closing of the Bonds, based on the Service and Assessment Plan, ten percent (10%) of the total single family residential lots within Improvement Area C-3 is currently equal to approximately 15 lots.

Report and Certification Letter(s) to the Administrator and authorize the Administrator to provide such Quarterly Report and Certification Letter(s) to the Issuer and the Dissemination Agent pursuant to subsection (c) below.

In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in Section 3(d), the Certification Letter(s), if applicable, and written direction to the Dissemination Agent to file such report with the MSRB. The Dissemination Agent shall file the Quarterly Report and the Certification Letter(s), if applicable, with the MSRB and provide a copy of such report to the Issuer and the Participating Underwriter within ten (10) days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information required by subsection (a) or (b) of this Section 3, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information or no Quarterly Information is provided by any Reporting Party, the Dissemination Agent and any other Reporting Party who provided complete Quarterly Information shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the Quarterly Report to the Dissemination Agent, or the failure of the Dissemination Agent to provide such report to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) The Quarterly Report shall be in a form similar to that as attached in Exhibit A hereof.

Section 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area C-3 Assessments levied within Improvement Area C-3 on any Improvement Area C-3 Assessed Property owned by the Developer or KLLB; provided, however, that the exercise of any right of the Developer or KLLB as a landowner within Improvement Area C-3 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement; provided that the Developer or KLLB, as applicable, has complied with all legal requirements relating to the protest of such value, including the posting of a bond, if required;

(ii) Material damage to or destruction of any development or improvements within Improvement Area C-3, including the Improvement Area C-3 Projects;

(iii) Material default by the Developer or any of the Developer's Affiliates on any loan with respect to the acquisition, development or permanent financing of Improvement Area C-3 undertaken by the Developer or any of the Developer's Affiliates;

(iv) Material default by the Developer or any of Developer's Affiliates on any loan secured by property within Improvement Area C-3 owned by the Developer or any of the Developer's Affiliates;

(v) The bankruptcy, insolvency or similar filing of the Developer or any of the Developer's Affiliates or any determination that the Developer or any of the Developer's Affiliates is unable to pay its debts as they become due;

(vi) 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 or any of the Developer's Affiliates, 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;

(vii) The filing of any lawsuit with a claim for damages, in excess of \$1,000,000 against the Developer or any of the Developer's Affiliates that may adversely affect the completion of development of Improvement Area C-3 or litigation that may materially adversely affect the financial condition of the Developer or any of the Developer's Affiliates;

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 herein.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area C-3 Assessments levied within Improvement Area C-3 on a lot or parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area C-3 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section 4(b) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, 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;

(iv) Any change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Lot Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 herein.

(c) Whenever the Developer obtains knowledge of the occurrence of a Developer Listed Event, the Developer shall promptly notify the Issuer, the Administrator and the Dissemination Agent in writing and the Developer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Developer becomes aware of the occurrence of such Developer Listed Event. If the Developer timely notifies the Dissemination Agent of the occurrence of a Developer Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by the Developer under this Disclosure Agreement.

Whenever a Significant Homebuilder obtains knowledge of the occurrence of a Significant Homebuilder Listed Event, the applicable Significant Homebuilder shall promptly notify the Issuer, the Administrator and the Dissemination Agent in writing and such Significant Homebuilder shall direct the Dissemination Agent in writing to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer, the Developer and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Significant Homebuilder becomes aware of the occurrence of such Significant Homebuilder Listed Event. If the Significant Homebuilder timely notifies the Dissemination Agent of the occurrence of a Significant Homebuilder Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by the Significant Homebuilder under this Disclosure Agreement.

Any notice under the two (2) preceding paragraphs shall be accompanied with the text of the disclosure that the Developer or Significant Homebuilder, as applicable, desires to make, the written authorization of the Developer or the Significant Homebuilder, as applicable, for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer or Significant Homebuilder, as applicable, desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the Developer or Significant Homebuilder, as applicable, becomes aware of the occurrence of the Developer Listed Event or Significant Homebuilder Listed Event, as applicable).

The Developer and each Significant Homebuilder, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless if such Person is providing Quarterly Information on behalf of any other Reporting Party. In all cases, the Developer or the Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Developer or the Significant Homebuilder, as applicable, shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after the Developer or Significant Homebuilder, as applicable, becomes aware of the occurrence of the applicable Listed Event.

(d) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event, notify the Issuer, the Developer and the Significant Homebuilder, if applicable, 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 or Significant Homebuilder, as applicable, to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Developer and/or Significant Homebuilder, as applicable, 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 and/or Significant Homebuilder, as applicable, 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 Participating Underwriter, the Issuer, the Developer, Significant Homebuilder, 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.

(e) If the Dissemination Agent has been notified in writing by the Developer or Significant Homebuilder to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB within one (1) Business Day after its receipt of such written instructions from the Developer or Significant Homebuilder, as applicable; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event. The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event, 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. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Developer and/or Significant Homebuilder 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 Participating Underwriter, 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.

Section 5. Assumption of Reporting Obligations by Significant Homebuilders.

(a) If a Homebuilder acquires ownership of real property in Improvement Area C-3 resulting in such Homebuilder becoming a Significant Homebuilder, the Developer may (i) cause such Significant Homebuilder to comply with the Developer's disclosure obligations under Sections 3(d)(iv) and 4(b) hereof, with respect to such acquired real property until such party's disclosure obligations terminate pursuant to Section 6 of this Disclosure Agreement or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided further, however, that if the Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Developer may elect in the future to cause such Significant Homebuilder to comply with the disclosure obligations, as described in (i) above.

(b) If the Developer elects to cause a Significant Homebuilder to comply with the Developer's disclosure obligations, as described in (a)(i) above, the Developer shall deliver to the Dissemination Agent, Administrator and the Issuer, a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit F (the "Significant Homebuilder Acknowledgment"), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Sections 4(a)(ix) and 4(b)(vi) above, the Developer or Significant Homebuilder, as applicable, shall direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder's delivery of written acknowledgement of assumption of Developer's obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment with respect to such real property is delivered to the Dissemination Agent, Administrator, the Issuer and the MSRB, in accordance with this Section 5(b).

(c) Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement.

Section 6. Termination of Reporting Obligations.

(a) The reporting obligations of the Developer under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding or (ii) the date when the Developer no longer owns at least ten percent (10%)² of the single family residential lots (proposed or actual) within Improvement Area C-3, as of the applicable Quarterly Ending Date.

(b) The reporting obligations of a Significant Homebuilder, if any, under this Disclosure Agreement shall terminate upon the earlier of when (i) none of the Bonds remain Outstanding, or (ii) the

² At closing of the Bonds, based on the Service and Assessment Plan, ten percent (10%) of the total single family residential lots (proposed or actual) within Improvement Area C-3 is currently equal to approximately 15 lots.

Significant Homebuilder no longer owns at least ten percent (10%)³ of the single family residential lots within Improvement Area C-3, as of the applicable Quarterly Ending Date.

(c) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) or (b) of this Section 6, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby, terminating such Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, 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, the Issuer, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(d) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) or (b) of this Section 6 and any Termination Notice required by subsection (c) of this Section 6 has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

Section 7. Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. The Issuer may, from time to time, appoint or engage a successor Dissemination Agent to assist the Developer, any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 5 hereof in carrying out their obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time with sixty (60) days' notice to the Issuer, the Developer and the Administrator; provided, however, that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Issuer, the Dissemination Agent shall resign under the Disclosure Agreement of Issuer simultaneously with its resignation hereunder; provided, further, that if the Issuer is the Dissemination Agent, the Issuer may not resign without first appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. Pursuant to the Disclosure Agreement of Issuer, the Issuer has agreed to provide written notice to each of the Developer and any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 5 hereof of any change in the identity of the Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator and the Dissemination Agent may jointly 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:

³ At closing of the Bonds, based on the Service and Assessment Plan, ten percent (10%) of the total single family residential lots within Improvement Area C-3 is currently equal to approximately 15 lots.

(a) If the amendment or waiver relates to the provisions of Section 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 any Significant Homebuilder, 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 (ii) 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 Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type 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 8 to the Issuer, the Administrator, the Dissemination Agent, and the Participating Underwriter.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer or any Significant Homebuilder 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 or Significant Homebuilder chooses to include any information in any Quarterly Report or notice of occurrence of a Developer Listed Event or Significant Homebuilder Listed Event, as applicable, in addition to that which is specifically required by this Disclosure Agreement, the Developer or the Significant Homebuilder, as applicable, shall have no obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Developer Listed Event or Significant Homebuilder Listed Event.

Section 10. Content of Disclosures. In all cases, the Developer or Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures, whether provided under Section 3, 4 or 9 of this Disclosure Agreement.

Section 11. Default. In the event of a failure of the Developer, any Significant Homebuilder or the Administrator to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Developer, Significant Homebuilder and/or the 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, Significant Homebuilder or the 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, or any Significant Homebuilder, as applicable, shall not be deemed a default under the Disclosure Agreement of Issuer by the Issuer, and a default under the Disclosure Agreement of Issuer by the Issuer shall not be deemed a default under this Disclosure Agreement by the Developer, any Significant Homebuilder or the Administrator. Additionally, a default by the Developer of its obligations under this Disclosure Agreement shall not be deemed a default by any Significant Homebuilder of such Significant Homebuilder's obligations under this Disclosure Agreement; and, likewise, a default by any Significant Homebuilder of such Significant Homebuilder's obligations under this Disclosure Agreement shall not be deemed a default of the Developer of the Developer's obligations under this Disclosure Agreement.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Quarterly Report) prepared by the Developer, Significant Homebuilder and/or the Administrator pursuant to this Disclosure Agreement. 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. 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 breach, 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 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. 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 breach, 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, OR ANY SIGNIFICANT HOMEBUILDER 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 ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, 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 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, any Significant Homebuilder, 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, any Significant Homebuilder, the Administrator or 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. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the Administrator, the Dissemination Agent, the Issuer, 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 16. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection 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, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area C-3 for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

Section 17. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection 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 Improvement Area C-3, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

Section 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

Section 19. 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.

[Signature pages follow.]

HTS Continuing Disclosure Services, a division of
Hilltop Securities, Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

LENNAR HOMES TEXAS LAND AND
CONSTRUCTION, LTD.,
a Texas limited partnership
(as Developer)

By: _____
Name: _____
Title: _____

P3WORKS, LLC
(as Administrator)

By: _____
Name: _____
Title: _____

EXHIBIT A

**CITY OF MESQUITE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(SOLTERRA PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA C-3 PROJECTS)**

**DEVELOPER IMPROVEMENT AREA C-3 QUARTERLY REPORT
[INSERT QUARTERLY ENDING DATE]**

Delivery Date: _____, 20__

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc.
Address:
City:
Telephone: () - _____
Contact Person: Attn: _____

I. Expenditures Paid from Accounts under Indenture

TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA C-3 PROJECTS: \$ _____

Of the budgeted costs for Improvement Area C-3 Projects shown in the Service and Assessment Plan:

1. Actual costs drawn from the Improvement Area C-3 Projects Account: \$ _____

II. Status of Improvement Area C-3 Projects

Projected/actual completion date of the Improvement Area C-3 Projects

1. [Actual/Expected] date of completion of the Improvement Area C-3 Projects: [_____]
2. Explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

III. Unit Mix in Improvement Area C-3

<u>Product Type</u>	<u>Number of Units</u>
Single Family 40'	
Single Family 40'	

IV. Lot Status in Improvement Area C-3

Of the 147 lots in Improvement Area C-3, what is the status:

1. Planned lots as of the date of issuance of the Bonds: 147
2. Planned lots as of the date of this Quarterly Report: _____
3. Lots developed: _____
4. Lots platted: _____
5. Expected completion date of all lots in Improvement Area C-3 (if incomplete):

V. Ownership of Lots/Units in Improvement Area C-3

PLANNED LOTS IN IMPROVEMENT AREA C-3: 147

Of the 147 lots in Improvement Area C-3:

1. Number of lots owned by the Developer: _____
2. Number of lots under contract but not closed to Homebuilder(s): _____
3. Number of lots owned by all Homebuilder(s): _____⁴
 - a. Number of lots owned by [*insert name of Homebuilder*]: _____⁵
 - b. Number of lots owned by [*insert name of Homebuilder*]: _____
4. Number of units owned by homeowners: _____

VI. Home Sales Information in Improvement Area C-3

PLANNED HOMES IN IMPROVEMENT AREA C-3: 147

Of the 147 homes planned for Improvement Area C-3:

1. How many total building permits were issued **during the current quarter?** _____
 - a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____²
 - b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____²
2. How many total homes have closed with homebuyers **during the current quarter?**

 - a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____²
 - b. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____]⁶
3. How many total homes have closed with homebuyers **cumulatively?** _____
 - a. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: _____³

⁴ If Developer is using EMMA filing assistance software, a chart containing the Quarterly Information provided under this item will be generated. If Developer is not using EMMA filing assistance software, Developer shall prepare a chart containing such Quarterly Information.

⁵ Include a line item for each individual Homebuilder.

⁶ Include a line item for each individual Homebuilder.

- b. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: _____³

VII. Zone C-3 Exclusive Amenities

TOTAL [EXPECTED/ACTUAL] COSTS OF ZONE C-3 EXCLUSIVE AMENITIES:
\$[_____]

Of the \$[_____] [expected/actual] costs of the Zone C-3 Exclusive Amenities:

1. Amount spent as of Quarterly Ending Date: \$[_____]
2. [Actual/Expected] completion date of Zone C-3 Exclusive Amenities: [_____]

VIII. Material Changes

Describe any material changes, if applicable:

1. **Permits and Approvals** - Since the issuance of the Bonds, have there been any material changes to permits or development approvals (including any zoning) impacting the development of the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
2. **Mortgage Loans** - Since the issuance of the Bonds, have there been any material changes to mortgage loans (whether changes to an existing loan or incurrence of a new mortgage loan), if applicable, for the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
3. **Builder Contracts** - Since the issuance of the Bonds, have there been any material changes to builder contracts (including but not limited to changes to price, substantial completion dates, number of lots, or other terms) with respect to the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
4. **Ownership** - Since the issuance of the Bonds, other than a sale to a homebuilder pursuant to a Lot Purchase Agreement, has there been any sale, assignment or transfer of ownership of lands subject to the Assessments securing the Bonds by the Developer to any third-party developer/land bank, which was not disclosed in a previously filed Quarterly Report? If so, provide the name of the third-party and indicate whether this third-party developer/land bank has executed a Developer Acknowledgement pursuant to the Disclosure Agreement?
5. **Amendments** – Since the issuance of the Bonds and except as otherwise disclosed in a previously filed Quarterly Report, (i) describe any amendments or waivers to any provision of the Disclosure Agreement, including a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties and (ii) include a copy of the amendment, as applicable.
6. **Other** – Provide any other material information that should be disclosed.

EXHIBIT B

**NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of Mesquite, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2024
(Solterra Public Improvement District Improvement Area C-3
Projects) (the “Bonds”)
CUSIP Numbers: [insert CUSIP Numbers]
Date of Delivery: _____, 20__
SECTION 1.

NOTICE IS HEREBY GIVEN that _____, a
_____ (the [“Developer”][“Significant Homebuilder”]) has not provided the
[Quarterly Information][Quarterly Report] for the period ending on [*Insert Quarterly Ending Date*]
with respect to the Bonds as required by the Continuing Disclosure Agreement of Developer dated
as of October 1, 2024, by and among Lennar Homes Texas Land and Construction, Ltd., a Texas
limited partnership (the “Developer”), P3Works, LLC, as the “Administrator” and HTS
Continuing Disclosure Services, a division of Hilltop Securities, Inc., as the “Dissemination
Agent.” The [Developer] [“Significant Homebuilder”] anticipates that the [Quarterly
Information][Quarterly Report] will be [provided][filed] by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities, Inc.
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Mesquite, Texas

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer: City of Mesquite, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2024
 (Solterra Public Improvement District Improvement Area C-3
 Projects) (the “Bonds”)
 CUSIP Numbers. [insert CUSIP Numbers]
 Date of Delivery: _____, 20__

FMSbonds, Inc. Wilmington Trust, National Association
 5 Cowboys Way, Suite 300-25 15950 Dallas Parkway, Suite 200
 Frisco, Texas 75034 Dallas, Texas 75248

City of Mesquite, Texas
 1515 N. Galloway Avenue [DEVELOPER][SIGNIFICANT HOMEBUILDER]
 Mesquite, Texas 75149

NOTICE IS HEREBY GIVEN that that _____, a
 _____ (the [“Developer”][“Significant Homebuilder”]) is no longer
 responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the
 Bonds, thereby, terminating such party’s reporting obligations under the Continuing Disclosure
 Agreement of Developer dated as of October 1, 2024 by and among Lennar Homes Texas Land
 and Construction, Ltd., a Texas limited partnership (the “Developer”), P3Works, LLC, as the
 “Administrator” and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as
 the “Dissemination Agent.”

Dated: _____

P3Works, LLC
 on behalf of the Developer
 (solely in its capacity as Administrator)

By: _____

Title: _____

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer: City of Mesquite, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2024
 (Solterra Public Improvement District Improvement Area C-3
 Projects) (the “Bonds”)
 CUSIP Numbers. [insert CUSIP Numbers]
 Date of Delivery: _____, 20__

Re: Quarterly Report for Solterra Public Improvement District – Improvement Area C-3

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer dated as of October 1, 2024 by and among Lennar Homes Texas Land and Construction, Ltd.¹ (the “Developer”), P3Works, LLC, as the “Administrator”, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as the “Dissemination Agent,” this letter constitutes the certificate stating that the Quarterly Information, provided by [Developer][_____, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer][Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by the [Developer][Significant Homebuilder]. Any and all Quarterly Information, provided by the [Developer][Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

Lennar Homes Texas Land and Construction, Ltd.,
 a Texas limited partnership
 (as Developer)

By: _____
 Name: _____
 Title: _____

OR

[SIGNIFICANT HOMEBUILDER]

(as Significant Homebuilder)

By: _____
 Title: _____

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT E

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS**

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

**Re: Solterra Public Improvement District Improvement Area C-3 – Continuing Disclosure
Obligation**

Dear _____,

As of _____, 20__, you own ____ lots within Improvement Area C-3 of the Solterra Public Improvement District (the “District”), which is equal to approximately ____% of the single-family residential lots within Improvement Area C-3 of the District.

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer dated as of October 1, 2024, (the “Disclosure Agreement of Developer”) by and among Lennar Homes Texas Land and Construction, Ltd. (the “Initial Developer”), P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. (the “Dissemination Agent”) with respect to the “City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2024 (Solterra Public Improvement District Improvement Area C-3 Projects),” any person or entity that owns 15 or more of the single-family residential lots within Improvement Area C-3 of the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 5 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations under Sections 3(d)(iv) and 4(b) of the Disclosure Agreement of Developer for the property which is owned as detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

[SIGNIFICANT HOMEBUILDER]

(as Significant Homebuilder)

By: _____

Title: _____

Acknowledged by:

[INSERT ASSIGNEE NAME]

By: _____

Title: _____

APPENDIX E
APPRAISAL

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

Integra Realty Resources
Dallas

Appraisal of Real Property

**Solterra Public Improvement District
Improvement Area #C-3**

South side of Falcon Field at Daisy Hollow Loop
Mesquite, Dallas County, Texas 75181

Prepared For:
FMSbonds, Inc.

Date of the Report:
June 3, 2024

Report Format:
Appraisal Report

IRR - Dallas
File Number: 191-2024-0326



Subject Photographs



Solterra PID, IA #C-3
South side of Falcon Field at Daisy Hollow Loop
Mesquite, Dallas County, Texas

Aerial Photograph





June 3, 2024

Mr. R. R. "Tripp" Davenport, III
Director
FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, TX 75034

SUBJECT: Market Value Appraisal
Solterra PID, IA #C-3
South side of Falcon Field at Daisy Hollow Loop
Mesquite, Dallas County, Texas 75181
IRR - Dallas File No. 191-2024-0326

Dear Mr. Davenport, III:

Integra Realty Resources – Dallas is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the fee simple interest in the property as of the effective dates of the appraisal. The following opinions of value are provided:

- Prospective Cumulative Retail Market Value of Solterra PID, Improvement Area #C-3 (Phases 3A South and 3B South) as of June 30, 2024

The client for the assignment is FMSbonds, Inc., and the intended use is for the underwriting of a proposed public improvement district bond transaction. This appraisal is not for purposes of determining the amount of any assessments to be levied by the City nor is it the basis upon which a determination of the benefit any constructed or installed public improvements will have on properties within the "PID"; provided that it is acknowledged that this appraisal will be included in a limited offering memorandum for PID bonds.

The subject represents Improvement Area #C-3 (IA #C-3) as part of the Solterra Public Improvement District (PID) located in Mesquite, Dallas County, Texas. IA #C-3 is under construction on 34.790 acres with a total of 147 single-family lots with two lot types (58 lots 40' x 110' and 89 lots 50' x 120') within Solterra South, Phases 3A and 3B. Both phases are being developed concurrently with an expected substantial completion date of June 30, 2024.

Mr. R. R. "Tripp" Davenport, III
 FMSbonds, Inc.
 June 3, 2024
 Page 2

The property is zoned under the guidelines of a Planned Development District (Ordinance No. 4818) which allows for residential use according to the approved concept plan for the Solterra development. The Solterra PID represents 1,424.398 acres which will eventually be developed with a total of 3,324 residential lots. To date, a total of 1,053 lots have been platted and developed on 385.637 acres within the development. Amenities are to include an amenity center with retail and restaurant use, 603 acres of open spaces with an extensive trail system and other amenities.

The unit mix for the subject follows:

Solterra PID, IA #C-3, Mesquite, Dallas County, Texas						
Phase	Acres	Density		Typical Lot Dimensions		Expected
		Per Acre	40' x 110'	50' x 120'	Total Lots	Completion Date
3A & 3B	34.790	4.2	58	89	147	June 30, 2024

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based upon the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusions			
40' Frontage Lots		\$72,000	(\$1,800/Front Footage)
50' Frontage Lots		\$85,000	(\$1,700/Front Footage)
Value Conclusion			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Cumulative Prospective Retail Market Value As Completed (IA #C-3)	Fee Simple	June 30, 2024	\$11,741,000

Please note the aggregate of the appraised values noted above is not the market value of the appraised properties in bulk. As defined by The Dictionary of Real Estate Appraisal, an aggregate value is the "total of multiple market value conclusions."



Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. All information relative to the subject property including land areas, lot totals, lot sizes, and other pertinent data that was provided by LJA Surveying, Inc. (engineering/surveyors), LJA Landscape Architecture (landscape architect), Lennar Homes of Texas Land and Construction, Ltd. (developer), KLLB AIV LLC (owner), the city of Mesquite, and the Dallas Central Appraisal District is assumed to be correct.
2. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
3. Our opinion of prospective market value at completion assumes that the proposed improvements are completed in accordance with plans and specifications as of June 30, 2024, the effective appraisal date.
4. The value presented within this report is prospective in nature. As such, we assume that local and regional lending institutions appear to remain active within the subject's market for specific projects. Therefore, we specifically assume that the financial markets will continue to function in a competitive, efficient fashion.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The opinions of value expressed in this report are based on estimates and forecasts which are prospective in nature and subject to considerable risk and uncertainty. Events may occur which could cause the performance of the property to differ materially from the estimates contained herein, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, the concluded opinions and forecasts are based partly on data obtained from interviews and third-party sources, which are not always completely reliable. Although the findings are considered reasonable based on available evidence, IRR is not responsible for the effects of future, unforeseen occurrences.



Mr. R. R. "Tripp" Davenport, III
FMSbonds, Inc.
June 3, 2024
Page 4

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Dallas



Shelley Sivakumar
Director
Texas Licensed Residential Real Estate
Appraiser
License # TX 1333354 L
Telephone: 972.696.0687
Email: ssivakumar@irr.com



Jimmy H. Jackson, MAI
Senior Managing Director
Texas Certified General Real Estate Appraiser
License # TX 1324004 G
Telephone: 972.725.7724
Email: jhackson@irr.com



Ernest Gatewood
Senior Director
Texas Certified General Real Estate Appraiser
License # TX 1324355 G
Telephone: 972.725.7755
Email: egatewood@irr.com



Table of Contents

Quality Assurance	1	Valuation	55
Executive Summary	2	Valuation Methodology	55
Identification of the Appraisal Problem	5	Sales Comparison Approach	56
Subject Description	5	40' Frontage Lots (40' x 110'; 4,400 SF)	57
Sale History	5	50' Frontage Lots (50' x 120'; 6,000 SF)	65
Pending Transactions	6	Summary of Land Values	71
Appraisal Purpose	6	Cumulative Retail Lot Value	72
Value Type Definitions	6	Reconciliation and Conclusion of Value	73
Appraisal Premise Definitions	6	Exposure Time	74
Property Rights Definitions	7	Marketing Time	74
Client and Intended User(s)	7	Certification	75
Intended Use	7	Assumptions and Limiting Conditions	77
Applicable Requirements	7	Addenda	
Report Format	7	A. Appraiser Qualifications	
Prior Services	8	B. IRR Quality Assurance Survey	
Appraiser Competency	8	C. Definitions	
Scope of Work	9	D. Property Information	
Economic Analysis	11	E. Comparable Data	
Dallas County Area Analysis	11	Land Sales - 40' Frontage Lots	
Surrounding Area Analysis	19	Land Sales - 50' Frontage Lots	
Residential Analysis	26		
Property Analysis	33		
Land Description and Analysis	33		
General Description - Solterra PID, IA #C-3	36		
Allocation of Authorized Improvements	44		
IA #C-3 Improvements	44		
Authorized Improvements – IA #C-3	46		
Real Estate Taxes	52		
Highest and Best Use	53		



Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Designated IRR Certified Reviewer

The IRR Certified Reviewer who provided the quality assurance assessment for this assignment is Jimmy H. Jackson, MAI.

Executive Summary

Property Name	Solterra PID, IA #C-3
Address/Location	South side of Falcon Field at Daisy Hollow Loop Mesquite, Dallas County, Texas 75181
Property Type	Land - Finished SFR Lots
Owner of Record	KLLB AIV, LLC
Tax ID	Part of 65000102010500200
Legal Description	J. Anderson Survey, Abstract No. 1, City of Mesquite, Dallas County, Texas
School District	Mesquite ISD
Land Area	34.790 acres; 1,515,452 SF
Number of Single-Family Lots	147
Typical Lot Dimensions	58 lots: 40' x 110' (4,400 SF); 89 lots: 50' x 120' (6,000 SF)
Zoning Designation	PD (Ordinance No. 4818), Planned Development District
Highest and Best Use	Single-family residential use
Exposure Time; Marketing Period	9 - 12 months; 9 - 12 months
Effective Date of the Appraisal	June 30, 2024
Date of the Report	June 3, 2024
Property Interest Appraised	Fee Simple

Value Conclusions

40' Frontage Lots	\$72,000	(\$1,800/Front Footage)
50' Frontage Lots	\$85,000	(\$1,700/Front Footage)

Value Conclusion

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Cumulative Prospective Retail Market Value As Completed (IA #C-3)	Fee Simple	June 30, 2024	\$11,741,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than FMSbonds, Inc. may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.



Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. All information relative to the subject property including land areas, lot totals, lot sizes, and other pertinent data that was provided by LJA Surveying, Inc. (engineering/surveyors), LJA Landscape Architecture (landscape architect), Lennar Homes of Texas Land and Construction, Ltd. (developer), KLLB AIV LLC (owner), the city of Mesquite, and the Dallas Central Appraisal District is assumed to be correct.
2. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
3. Our opinion of prospective market value at completion assumes that the proposed improvements are completed in accordance with plans and specifications as of June 30, 2024, the effective appraisal date.
4. The value presented within this report is prospective in nature. As such, we assume that local and regional lending institutions appear to remain active within the subject's market for specific projects. Therefore, we specifically assume that the financial markets will continue to function in a competitive, efficient fashion.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Strengths, Weaknesses, Opportunities, Threats (SWOT Analysis)

The analyses presented in this report consider the internal strengths and weaknesses of the subject property, as well as opportunities and external threats. The overall valuation influences are summarized in the following table.

Valuation Influences

Strengths

- Limited amount of available developed lots in market area
- continued demand for residential lots in market area
- Easy access to major thoroughfares
- The property is located within a Public Improvement District.

Weaknesses

- Potential competition from other developments
- Distance from major employment centers

Opportunities

- Profit from lot sales
- Profit from homebuilding
- Demand for new housing continues

Threats

- Although Federal Reserve Chairman Powell remains non-committal, it is certain that the Federal Reserve will continue to closely monitor inflationary factors as well as unemployment in the U.S. economy. Based on favorable and positive unemployment as well as other inflationary measures, the Fed could decide to keep interest rates stable or even implement a series of interest rate cuts beginning in mid-2024. This inflation/unemployment monitoring will continue on a quarterly basis throughout the remainder of 2024. As such, depending on inflation factors/unemployment figures, there could still be emerging upward pressure on lending interest rates.
 - Inflation
-

Identification of the Appraisal Problem

Subject Description

The subject represents Improvement Area #C-3 (IA #C-3) as part of the Solterra Public Improvement District (PID) located in Mesquite, Dallas County, Texas. IA #C-3 is under construction on 34.790 acres with a total of 147 single-family lots with two lot types (58 lots 40' x 110' and 89 lots 50' x 120') within Solterra South, Phases 3A and 3B. Both phases are being developed concurrently with an expected substantial completion date of June 30, 2024. The property is zoned under the guidelines of a Planned Development District (Ordinance No. 4818) which allows for residential use according to the approved concept plan for the Solterra development. The Solterra PID represents 1,424.398 acres which will eventually be developed with a total of 3,324 residential lots. To date, a total of 1,053 lots have been platted and developed on 385.637 acres within the development. Amenities are to include an amenity center with retail and restaurant use, 603 acres of open spaces with an extensive trail system and other amenities.

Legal descriptions of the property are provided in the addendum.

Property Identification

Property Name	Solterra PID, IA #C-3
Address	South side of Falcon Field at Daisy Hollow Loop Mesquite, Texas 75181
Tax ID	65000102010500200
Owner of Record	KLLB AIV LLC

Sale History

The most recent closed sale of the subject is summarized as follows:

Sale Date	February 9, 2022
Seller	Lennar Homes of Texas Land and Construction, Ltd.
Buyer	KLLB AIV LLC
Sale Price	N/A
Recording Instrument Number	202200041048
Comments	Purchase of 73.563 acres

It is noted that this transaction is not considered to be arms-length. As part of the purchase, the sale required the purchaser to develop the site and sell the finished lots back to Lennar Homes of Texas Land and Construction LTD. No other known sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal date.

It is noted that the developed lots will be purchased back by the seller of the undeveloped site at a price range of \$45,981/lot to \$58,413/lot for the 40' lots and a range of \$51,602/lot to \$79,790/lot for the 50' lots. These lot prices appear to be below market lot sales data based on our analysis herein.

Pending Transactions

To the best of our knowledge, the property, as a whole, is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date. Furthermore, Lennar Homes of Texas Land and Construction LTD is the exclusive homebuilder within IA #C-3.

Appraisal Purpose

The purpose of the appraisal is to develop an opinion of the fee simple interest in the property as of the effective dates of the appraisal. The following opinions of value are provided:

- Prospective Cumulative Retail Market Value of Solterra PID, Improvement Area #C-3 (Phases 3A South and 3B South) as of June 30, 2024

The date of the report is June 3, 2024. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

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

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

Appraisal Premise Definitions

The definitions of the appraisal premises applicable to this assignment are specified as follows.

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction,

¹ Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also, Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472

or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

(Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. [Chicago: Appraisal Institute, 2022])

Prospective Market Value As Completed

The market value of a property as of a future date when all construction is expected to be completed. It is based on market conditions forecasted to exist as of the completion date. This value premise assumes the project is complete and ready to lease to individual tenants.²

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.³

Client and Intended User(s)

The client and intended user is FMSbonds, Inc. No other party(s) is intended to rely on the information, opinions, and conclusions contained in this report; provided that it is acknowledged that this appraisal will be used in a limited offering memorandum for PID bonds.

Intended Use

The intended use of the appraisal is for the underwriting of a proposed public improvement district bond transaction. This appraisal is not for purposes of determining the amount of any assessments to be levied by the City nor is it the basis upon which a determination of the benefit any constructed or installed public improvements will have on properties within the "PID". The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute
- Applicable state appraisal regulations

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an

² Compiled and summarized from several industry sources

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, property zoning, existing easements and encumbrances, access and exposure were confirmed and analyzed.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
Shelley Sivakumar	On-site	May 16, 2024
Jimmy H. Jackson, MAI	None	N/A
Ernest Gatewood	On-site	May 16, 2024

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach - (Subdivision Development Analysis)	Not Applicable	Not Utilized

The Sales Comparison Approach involves research, verification, and comparison of sales of other vacant lots. The sales are then adjusted for value-related differences. Because Texas is not a full disclosure state, sales prices must be obtained from grantors, grantees, brokers, lenders, other persons involved in the transaction, or other appraisers when the information is believed to be reliable. In many cases, the sources of the information wish to remain anonymous and are not included; however, the sale data is used only if the data is believed to be accurate, and the sources of the information are kept on file.

The Cost Approach involves research, verification, and comparison of sales of other vacant land with the subject land. The sales are then adjusted for value-related differences. Because Texas is not a full disclosure state, sales prices must be obtained from grantors, grantees, brokers, lenders, other persons involved in the transaction, or other appraisers when the information is believed to be reliable. In many cases, the sources of the information wish to remain anonymous and are not included; however, the sale data is used only if the data is believed to be accurate, and the sources of the information are kept on file. Cost figures were obtained from the developer and compared to cost figures on competing developments. The cost figures are based on actual costs provided by the developer. Developer's profit is based on profit expectations reported by developers as well as actual profit on similar developments.

In the Income Capitalization Approach, specific appraisal techniques are applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.

In the Subdivision Development Approach, the retail value of the lots has been estimated. The individual lot values are based on lot sales in competing developments. The absorption rates, expenses, and discount rates are also based on competing developments. The indicated value by the Income Capitalization Approach is based on the sellout of the lots with deductions for holding costs and discounted to a net present value.

Economic Analysis

Dallas County Area Analysis

Dallas County is 871 square miles in size and has a population density of 2,999 persons per square mile.

Population

Dallas County has an estimated 2024 population of 2,612,729, which represents little to no change from the 2020 census of 2,613,539. The population trend in Dallas County contrasts with that of the Dallas MSA which had a 1.6% average annual increase in population over this time.

Looking forward, Dallas County's population is projected to increase at a 0.1% annual rate from 2024-2029, equivalent to the addition of an average of 3,598 residents per year. Dallas County's growth rate is expected to lag that of the Dallas MSA, which is projected to be 1.0%.

	Population			Compound Ann. % Chng	
	2020 Census	2024 Estimate	2029 Projection	2020 - 2024	2024 - 2029
Dallas County, TX	2,613,539	2,612,729	2,630,719	0.0%	0.1%
Dallas-Fort Worth-Arlington, TX Metro	7,637,387	8,126,208	8,541,837	1.6%	1.0%
Texas	29,145,505	30,665,339	32,119,807	1.3%	0.9%
USA	331,449,281	336,157,119	344,209,992	0.4%	0.5%

Source: Claritas

Employment

Total employment in Dallas County was estimated at 1,835,584 jobs as of June 2023. Between year-end 2013 and 2023, employment rose by 304,750 jobs, equivalent to a 19.9% increase over the entire period. There were gains in employment in eight out of the past ten years. Although Dallas County's employment rose over the last decade, it underperformed the Dallas MSA, which experienced an increase in employment of 27.3% or 854,880 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Dallas County unemployment rate has been consistently higher than that of the Dallas MSA, with an average unemployment rate of 4.8% in comparison to a 4.5% rate for the Dallas MSA. A higher unemployment rate is a negative indicator.



Recent data shows that the Dallas County unemployment rate is 3.4% in comparison to a 3.3% rate for the Dallas MSA, a negative sign that is consistent with the fact that Dallas County has underperformed the Dallas MSA in the rate of job growth over the past two years.

Employment Trends

Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Dallas County	% Change	Dallas MSA	% Change	Dallas County	Dallas MSA
2013	1,530,834		3,127,712		6.7%	6.2%
2014	1,592,969	4.1%	3,254,583	4.1%	5.5%	5.1%
2015	1,650,696	3.6%	3,360,668	3.3%	4.3%	4.1%
2016	1,689,422	2.3%	3,441,839	2.4%	4.0%	3.9%
2017	1,717,458	1.7%	3,526,930	2.5%	4.0%	3.7%
2018	1,742,213	1.4%	3,606,436	2.3%	3.8%	3.6%
2019	1,788,166	2.6%	3,719,023	3.1%	3.5%	3.3%
2020	1,704,984	-4.7%	3,595,494	-3.3%	7.9%	7.2%
2021	1,806,405	5.9%	3,829,259	6.5%	5.6%	5.1%
2022	1,840,907	1.9%	3,966,180	3.6%	3.7%	3.5%
2023*	1,835,584	-0.3%	3,982,592	0.4%	3.9%	3.8%
Overall Change 2013-2023	304,750	19.9%	854,880	27.3%		
Avg Unemp. Rate 2013-2023					4.8%	4.5%
Unemployment Rate - December 2023					3.4%	3.3%

*Total employment data is as of June 2023.

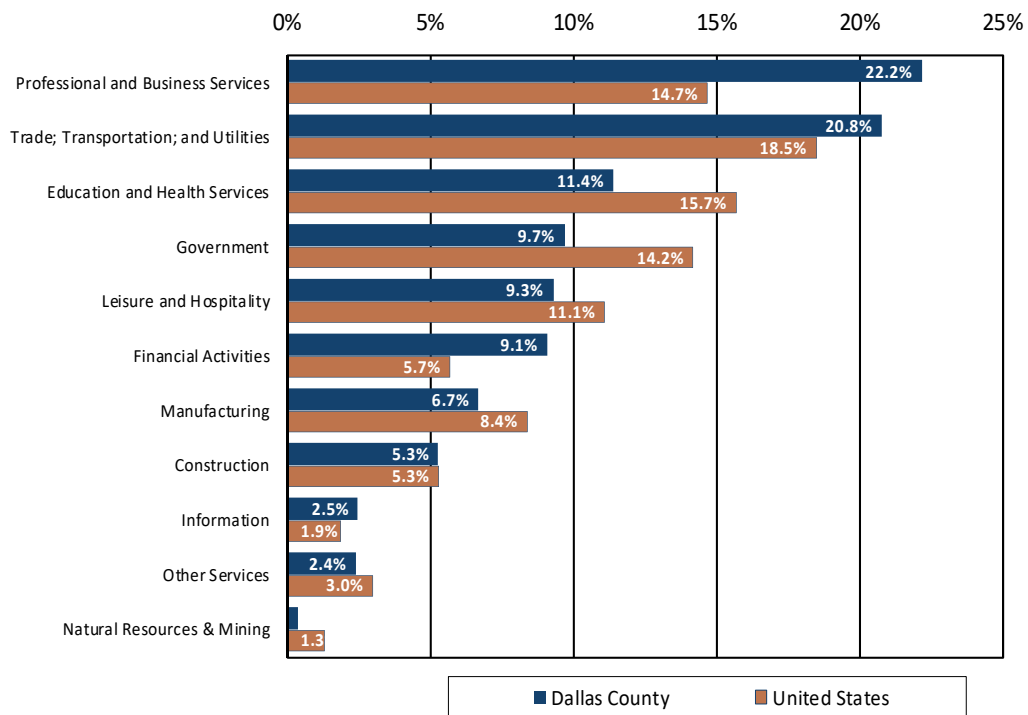
Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.



Employment Sectors

The composition of the Dallas County job market is depicted in the chart below. A complete data set is not available for the Dallas MSA, so Dallas County will be compared to the United States. Total employment for the two areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Dallas County jobs in each category.

Employment Sectors - 2023



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

Dallas County has greater concentrations than the United States in the following employment sectors:

1. Professional and Business Services, representing 22.2% of Dallas County payroll employment compared to 14.7% for the nation overall. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
2. Trade; Transportation; and Utilities, representing 20.8% of Dallas County payroll employment compared to 18.5% for the nation overall. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
3. Financial Activities, representing 9.1% of Dallas County payroll employment compared to 5.7% for the nation overall. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.



4. Information, representing 2.5% of Dallas County payroll employment compared to 1.9% for the nation overall. Publishing, broadcasting, data processing, telecommunications, and software publishing are included in this sector.

Dallas County is underrepresented in the following sectors:

1. Education and Health Services, representing 11.4% of Dallas County payroll employment compared to 15.7% for the nation overall. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
2. Government, representing 9.7% of Dallas County payroll employment compared to 14.2% for the nation overall. This sector includes employment in local, state, and federal government agencies.
3. Leisure and Hospitality, representing 9.3% of Dallas County payroll employment compared to 11.1% for the nation overall. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
4. Manufacturing, representing 6.7% of Dallas County payroll employment compared to 8.4% for the nation overall. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.

Major Employers

Major employers in Dallas, Texas are shown in the following table.

Major Employers - Dallas MSA	
Name	Number of Employees
1 AMR Corporation	24,700
2 Bank of America Corporation	20,000
3 Texas Health Resources Inc.	19,230
4 Dallas ISD	18,314
5 Baylor Health Care System	17,097
6 AT&T	15,800
7 Lockheed Martin Aeronautics	14,126
8 JP Morgan Chase & Co.	13,500
9 UT-Southwestern Medical Center	13,122
10 City of Dallas	12,836

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area, and annual changes in Gross Domestic Product (GDP) are a gauge of economic growth.

Economic growth, as measured by annual changes in GDP, has been somewhat lower in Dallas County than the Dallas MSA overall during the past five years. Dallas County has grown at a 3.9% average annual rate while the Dallas MSA has grown at a 4.1% rate. Dallas County has recently performed similarly to the Dallas MSA. GDP for Dallas County rose by 5.7% in 2022 while the Dallas MSA's GDP rose by 5.7%.

Dallas County has a per capita GDP of \$115,260, which is 55% greater than the Dallas MSA's GDP of \$74,582. This means that Dallas County industries and employers are adding relatively more value to the economy than their counterparts in the Dallas MSA.

Gross Domestic Product

Year	(\$,000s)	% Change	(\$,000s)	% Change
	Dallas County		Dallas MSA	
2017	248,044,414	–	483,732,021	–
2018	258,127,596	4.1%	506,219,605	4.6%
2019	269,858,811	4.5%	525,852,321	3.9%
2020	263,514,185	-2.4%	519,282,910	-1.2%
2021	283,517,706	7.6%	560,290,164	7.9%
2022	299,773,355	5.7%	592,452,179	5.7%
Compound % Chg (2017-2022)		3.9%		4.1%
GDP Per Capita 2022	\$115,260		\$74,582	

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2023.

The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

Household Income

Dallas County has a considerably lower level of household income than the Dallas MSA. Median household income for Dallas County is \$69,306, which is 15.9% less than the corresponding figure for the Dallas MSA.

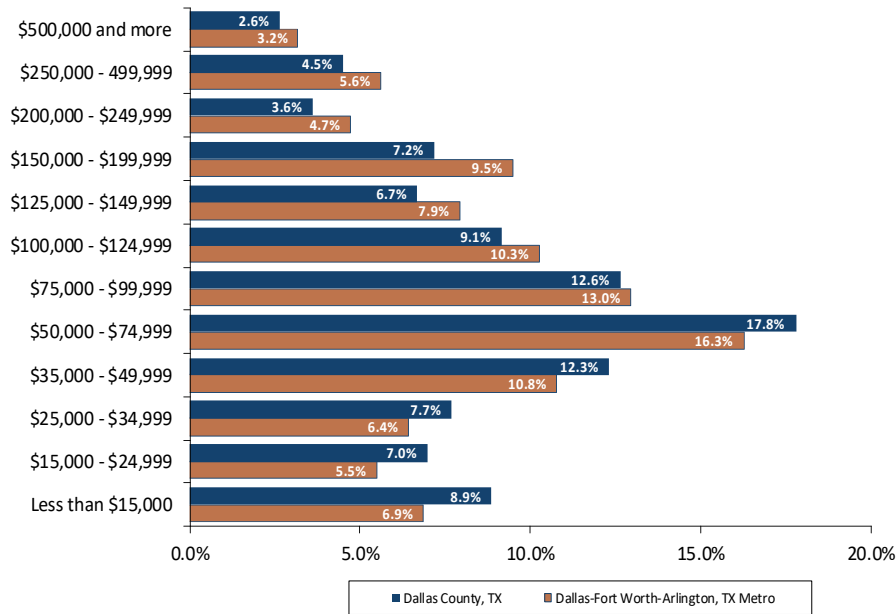
Median Household Income - 2024

	Median
Dallas County, TX	\$69,306
Dallas-Fort Worth-Arlington, TX Metro	\$82,381
Comparison of Dallas County, TX to Dallas-Fort Worth-Arlington, TX Metro	- 15.9%

Source: Claritas

The following chart shows the distribution of households across twelve income levels. Dallas County has a greater concentration of households in the lower income levels than the Dallas MSA. Specifically, 36% of Dallas County households are below the \$50,000 level in household income as compared to 30% of Dallas MSA households. A lesser concentration of households is apparent in the higher income levels, as 18% of Dallas County households are at the \$150,000 or greater levels in household income versus 23% of Dallas MSA households.

Household Income Distribution - 2024



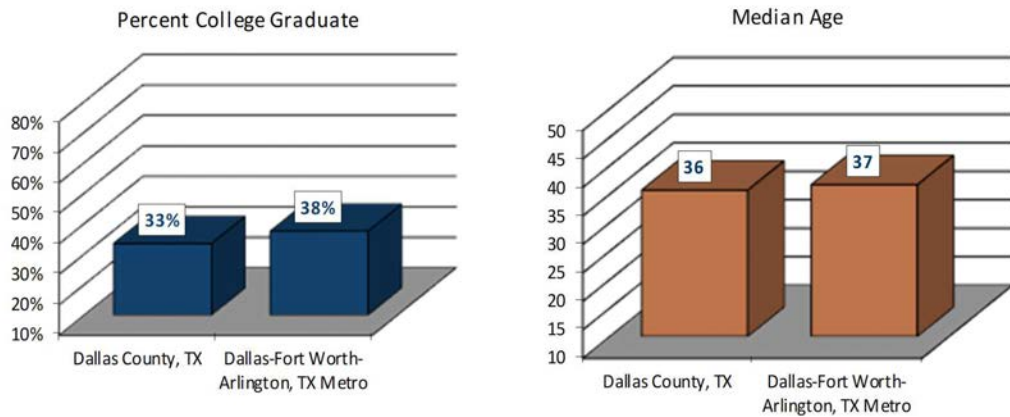
Source: Claritas



Education and Age

Residents of Dallas County have a lower level of educational attainment than those of the Dallas MSA. An estimated 33% of Dallas County residents are college graduates with four-year degrees, versus 38% of Dallas MSA residents. People in Dallas County are slightly younger than their Dallas MSA counterparts. The median age for Dallas County is 36 years, while the median age for the Dallas MSA is 37 years.

Education & Age - 2024



Source: Claritas

Conclusion

The Dallas County economy will be affected by a stable to slightly growing population base and lower income and education levels. Dallas County experienced growth in the number of jobs over the past decade, and it is reasonable to assume that employment growth will occur in the future. It is anticipated that the Dallas County economy will improve, and employment will grow, strengthening the demand for real estate.

Area Map



Surrounding Area Analysis

Boundaries

The subject is located in the city of Mesquite in southeast Dallas County. This area is generally delineated as follows:

Boundaries & Delineation	
Boundaries	
Market Area	Dallas-Fort Worth, TX
Submarket	Mesquite
Area Type	Suburban
Delineation	
North	US-80
South	IH-20
East	Dallas County Boundary
West	IH-635

A map identifying the location of the property follows this section.

Access and Linkages

Access & Linkages	
Vehicular Access	
Major Highways	IH-20, IH-635
Primary Corridors	S. Beltline Road, Mercury Road, Faithon P. Lucas Sr. Boulevard, Lawson Road, E. Cartwright Road, Daisy Hollow Loop
Vehicular Access Rating	Average
Airport(s)	
Name	Dallas/Fort Worth International Airport
Distance	44 Miles
Driving Time	50 Minutes
Primary Transportation Mode	Automobile

Life Cycle

Real estate is affected by cycles involving development trends within a market area as well as market and economic forces. Trends in demand for development in a particular market are described by the Market Area Life Cycle, while market and economic trends are described by the Real Estate Cycle.

A Market Area Life Cycle typically evolves through four stages:⁴

- Growth – a period during which the market area gains public favor and acceptance
- Stability – a period of equilibrium without marked gains or losses
- Decline – a period of diminishing demand
- Revitalization – a period of renewal, redevelopment, modernization, and increasing demand

The subject's market area is in the growth stage of the Market Area Life Cycle.

The Real Estate Cycle also impacts a neighborhood. The stages of the Real Estate Cycle include:

- Expansion – Sustained growth in demand, increasing construction
- Hypersupply – Positive but falling demand, increasing vacancy
- Recession – Falling demand, increasing vacancy
- Recovery – Increasing demand, decreasing vacancy

These stages are illustrated below, along with a summary of common characteristics of each stage of the Real Estate Cycle. The subject is in the expansion stage of the Real Estate Cycle.



⁴ Appraisal Institute, *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020)

EXPANSION	HYPERSUPPLY	RECESSION	RECOVERY
Decreasing Vacancy Rates Moderate/High New Construction High Absorption Moderate/High Employment Growth Med/High Rental Rate Growth	Increasing Vacancy Rates Moderate/High New Construction Low/Negative Absorption Moderate/Low Employment Growth Med/Low Rental Rate Growth	Increasing Vacancy Rates Moderate/Low New Construction Low Absorption Low/Negative Employment Growth Low/Neg Rental Rate Growth	Decreasing Vacancy Rates Low New Construction Moderate Absorption Low/Moderate Employment Growth Neg/Low Rental Rate Growth

Demographic Factors

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
	3-Minute Drive	5-Minute Drive	10-Minute Drive	Dallas County, TX	Dallas-Fort Worth-Arlington, TX
2024 Estimates	Time	Time	Time		
Population 2020	295	6,076	43,349	2,613,539	7,637,387
Population 2024	301	6,187	43,155	2,612,729	8,126,208
Population 2029	308	6,349	43,327	2,630,719	8,541,837
Compound % Change 2020-2024	0.5%	0.5%	-0.1%	0.0%	1.6%
Compound % Change 2024-2029	0.5%	0.5%	0.1%	0.1%	1.0%
Households 2020	91	1,869	13,130	965,537	2,760,991
Households 2024	94	1,883	13,018	971,311	2,938,027
Households 2029	97	1,931	13,058	983,747	3,091,922
Compound % Change 2020-2024	0.8%	0.2%	-0.2%	0.1%	1.6%
Compound % Change 2024-2029	0.6%	0.5%	0.1%	0.3%	1.0%
Median Household Income 2024	\$108,917	\$94,418	\$81,997	\$69,306	\$82,381
Average Household Size	3.2	3.3	3.3	2.7	2.7
College Graduate %	38%	28%	20%	33%	38%
Median Age	37	36	35	36	37
Owner Occupied %	89%	83%	79%	48%	59%
Renter Occupied %	11%	17%	21%	52%	41%
Median Owner Occupied Housing Value	\$290,705	\$275,426	\$252,913	\$293,526	\$351,083
Median Year Structure Built	1995	1996	1993	1982	1992
Average Travel Time to Work in Minutes	39	40	37	30	30

Source: Claritas

As shown above, the current population within a 5-minute drive time of the subject is 6,187, and the average household size is 3.3. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to Dallas County overall, the population within a 5-minute drive time is projected to grow at a faster rate.

Median household income is \$94,418, which is higher than the household income for Dallas County. Residents within a 5-minute drive time have a lower level of educational attainment than those of Dallas County, while median owner-occupied home values are lower.



Land Use

In the immediate vicinity of the subject, predominant land uses are single-family residential use with supportive commercial uses at major roadways or intersections. Other land use characteristics are summarized as follows:

Immediate Surroundings

North	Single-Family Residential
South	Single-Family Residential
East	Vacant Land
West	Vacant Land/Scattered Homesites



Development Activity and Trends

During the last five years, development has been predominantly of residential uses. The pace of development has generally accelerated over this time. The subject neighborhood has several high-profile developments either within its boundaries or afforded proximity to the boundaries. The most important are discussed as follows:

Solterra Public Improvement District encompasses 1,424.398 acres and is being developed with approximately 3,324 single-family residential units and mixed uses. The development is located south and west of E. Cartwright Road and both northwest and southeast of Faithon P. Lucas, Sr. Boulevard in Dallas County. Amenities will include an amenity center with retail and restaurant use, 603 acres of open space with an extensive trail system, and other amenities.

The Verde at Peachtree is a 60.31-acre, \$250 million mixed-use medical campus to be constructed in multiple phases to provide a location for health, wellness, and active living. The project is located between IH-635 and N. Peachtree Road, just south of Gross Road. Building highlights include a natural water feature, green space/park, hotel, hiking and biking trails, plaza, pool and spray fountain, healing garden, and cascading waterfalls.

Iron Horse Public Improvement District encompasses a 54-acre mixed-use development consisting of retail, restaurant, office and residential uses known as “Iron Horse Village”. The development is located north of Rodeo Drive, south of Scyene Road, east of Stadium Drive, and west of Rodeo Center Boulevard in Dallas County. The development includes bungalow homes, single-family villas, urban row homes, townhomes, and 130,000 square feet of restaurant and retail space.

Polo Ridge Public Improvement District encompasses an 805.79-acre residential tract and a 27.4-acre retail tract located south of FM-740, west of FM-2757, and north of Kelly Road in Kaufman County. The development is planned with 1,007 residential lots within six phases.

Mesquite ISD district spans 60 square miles along the IH-635 corridor from IH-20 to IH-30 including the communities of Mesquite, Garland, and Balch Springs, as well as areas of the city of Dallas. The district serves 38,378 students within 52 schools with 34 elementary schools, 10 middle schools, and six high schools, one Mesquite Academy and one Learning Center.

Ashley Furniture HomeStore Distribution Center is an 877,230 square foot, \$65-million distribution and fulfillment center located at 4000 E. Scyene Road in Mesquite, Texas. The center services the south-central market area. The center employs about 350 fulltime employees.

Mesquite Metro Airport – HQZ is a public use airport in Dallas County and is located three miles east of the Mesquite central business district. The airport covers 448 acres with a single, concrete runway.

UPS LNG Fuel Station – United Parcel Service continues to be a leading employer and taxpayer in Mesquite and the expansion of its liquid natural gas fueling station and parking lot have been made in response to continued growth of its business in Mesquite.

Apple Grove Villas, a large multi-family development within the Towne Centre Tax Increment Reinvestment Zone.

UPRR – Mesquite Support Yard Spur Track Expansion – The Union Pacific Railroad continued to expand its operations in Mesquite in both the inter-modal and the rail port sides of its business. A \$75-million-dollar expansion of the facility is currently underway, which includes installing additional track into the year and double tracking from the Mesquite facility into downtown Dallas. Acquisition of property surrounding the facility has continued and plans are being formulated to expand the double track project throughout Mesquite.

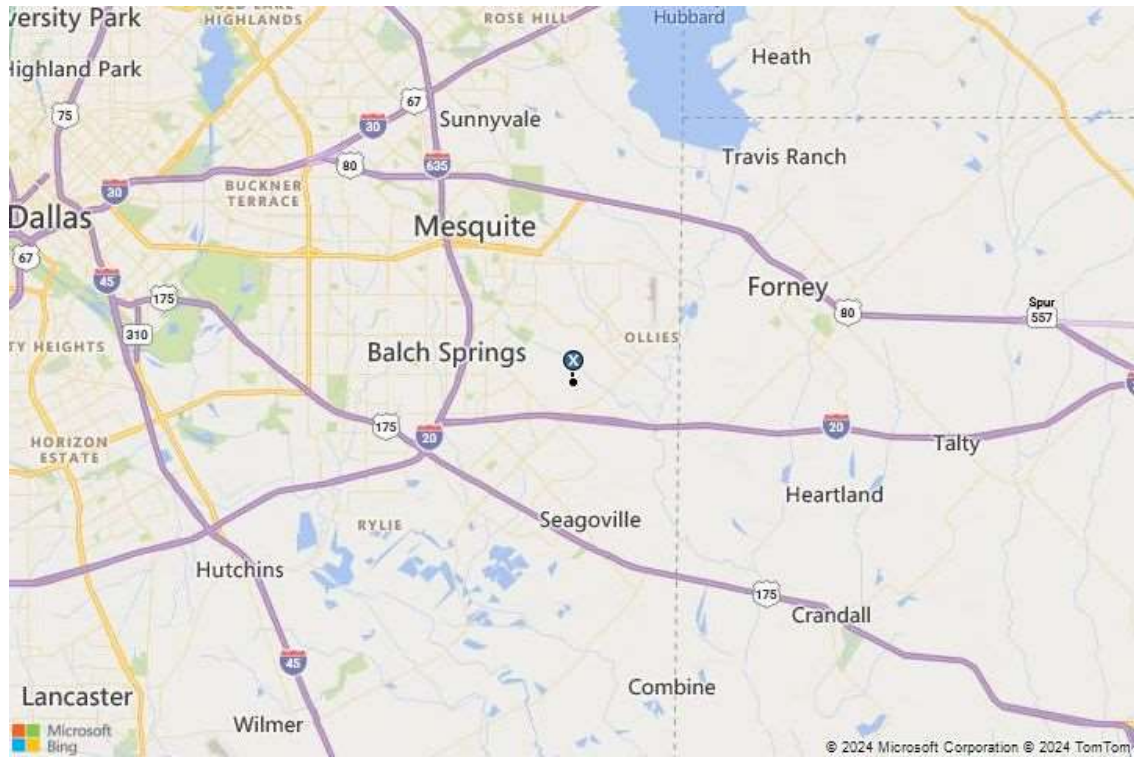
Town East Mall located in Mesquite has a vast number of stores with more than 160 specialty shops as well as an 850-seat food court with over 25 eateries.

Skyline Business Park is a 1.7 million square-foot complex spanning across 112 acres located in east Dallas, just south of US-80 and west of IH-635.

Outlook and Conclusions

The area is in the revitalization stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will increase in the near future.

Surrounding Area Map

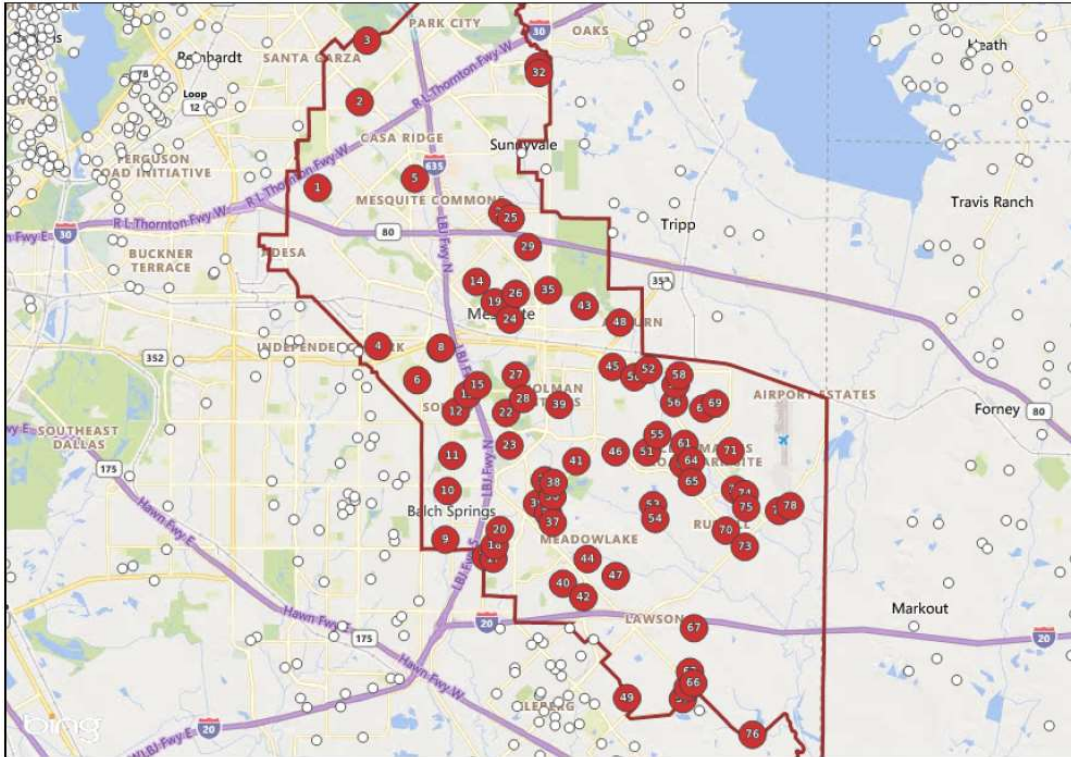


Residential Analysis

When analyzing the financially feasible and maximally productive use of the site, all of the uses that are both physically possible and legally permissible must be considered. For the subject, the primary potential use is considered to be single-family residential development. As mentioned, the subject is being developed with single-family lots. Thus, an important factor affecting development of the subject is the surrounding land usage. The neighborhood is predominantly vacant land that is being developed into single-family residential uses. The immediate area surrounding the subject is residential in nature.

During the past decade, the residential real estate market has seen many positive changes. With the steady increase in multifamily residential rental rates, coupled with the low interest rates and the large numbers pertaining to job growth, there has been a trend of individuals choosing to purchase homes rather than to rent apartments and multifamily housing. Furthermore, with the decline in the availability of vacant developable land, population growth has quickly expanded into the suburban areas of the Dallas/Fort Worth area. As such, the proposed absorption of single-family home lots in the subject's neighborhood will be analyzed using historical absorption data provided by Metrostudy/Zonda, a nationally recognized information provider, as well as information obtained from area market participants and developers. It is important to note that our absorption data is based on historical trends. Inasmuch as we are forecasting an economy for this area that is at least equal to recent trends, using these historical trends is felt to be quite justifiable. The subject development is physically located within the city of Mesquite in Dallas County and is within the Mesquite Independent School District. Therefore, data obtained from Metrostudy/Zonda as of First Quarter 2024 for the defined area of "Mesquite ISD", as shown in the following map, will be analyzed with a summary of the details following.

Defined Submarket Map Area – Mesquite ISD



TX | Dallas Co. (1Q24)
Copyright Metrostudy

metrostudy
Sales: 1-800-227-8839 A HANDEGROVED COMPANY

Following is a chart provided by Metrostudy/Zonda summarizing the historical home/lot absorption from the past several years for the defined submarket area:

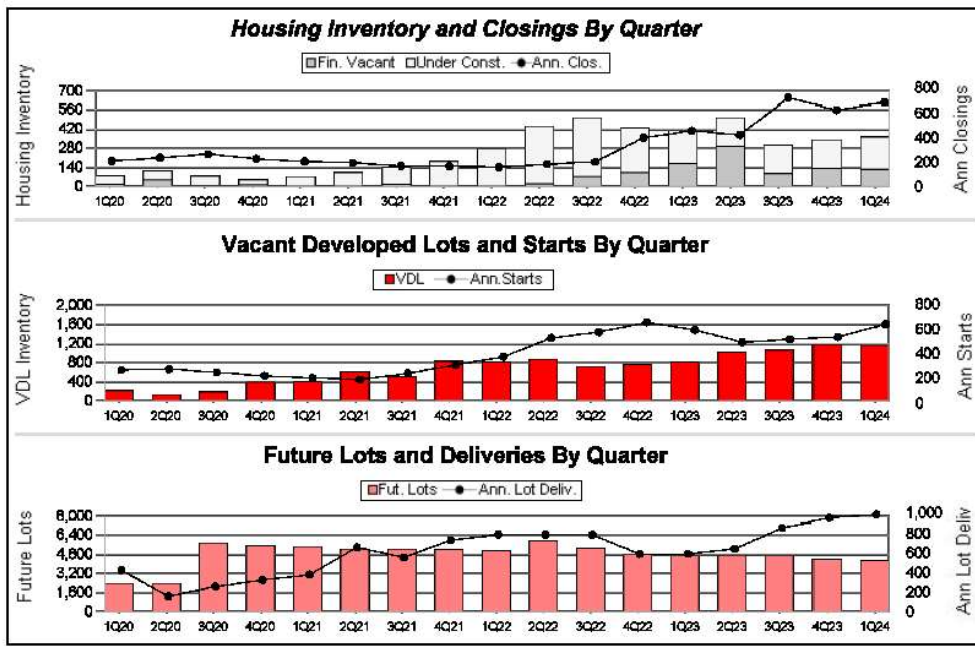


Historical Housing Chart - Mesquite

Historical Housing Activity Summary

Current Selections

Qtr	Qtr Clos	Ann Clos	Model	FinVac	UC	Total Inv	Total Supply	Qtr Starts	Ann Starts	VDL	VDL Supply	Fut Lots	Ann Lot Deliv
1Q20	52	216	4	18	63	85	4.7	71	268	220	9.9	2,380	433
2Q20	48	240	4	49	68	121	6.1	84	276	136	5.9	2,380	162
3Q20	86	271	5	9	67	81	3.6	46	249	192	9.3	5,778	264
4Q20	46	232	5	16	33	54	2.8	19	220	400	21.8	5,518	331
1Q21	30	210	6	5	67	78	4.5	54	203	403	23.8	5,460	386
2Q21	38	200	7	6	98	111	6.7	71	190	611	38.6	5,281	665
3Q21	60	174	7	19	122	148	10.2	97	241	514	25.6	5,281	563
4Q21	43	171	8	6	179	193	13.5	88	310	828	32.1	5,243	738
1Q22	23	164	14	5	272	291	21.3	121	377	820	26.1	5,131	794
2Q22	61	187	15	21	419	455	29.2	225	531	873	19.7	5,943	793
3Q22	81	208	15	72	432	519	29.9	145	579	727	15.1	5,355	792
4Q22	239	404	17	104	326	447	13.3	167	658	766	14.0	4,841	596
1Q23	79	460	18	170	241	429	11.2	61	598	819	16.4	4,727	597
2Q23	29	428	18	293	212	523	14.7	123	496	1,028	24.9	4,755	651
3Q23	378	725	12	95	207	314	5.2	169	520	1,067	24.6	4,727	860
4Q23	142	628	16	133	210	359	6.9	187	540	1,183	26.3	4,424	957
1Q24	139	688	22	126	236	384	6.7	164	643	1,166	21.8	4,277	990



Dallas/Ft. Worth Residential Survey (1Q24)
 Copyright Metrostudy



Defined Submarket Area

As shown in the chart on the previous page, the absorption of homes/lots within the submarket area was stable from 2020 to mid-2022 when absorption sharply increased. According to Metrostudy, the submarket area absorbed the following total homes/lots from 2020 to First Quarter 2024:

MetroStudy Analysis	Historical Absorption	
	Annual	Past 1 QTR
Year 1 (2020)	220	
Year 2 (2021)	310	
Year 3 (2022)	658	
Year 4 (2023)	540	
Past 12 Months	643	164
Historical Annual Average		445
Existing VDL	1,166	
Historical Absorption Average	445	
Past 12 Month	643	
Lot Supply (4.25± Year Historical)	2.6	Years Supply
Lot Supply (12 Months)	1.8	Years Supply

As can be seen, since 2019 (4.25 years), the annual average of homes/lots absorbed was 445 homes/lots. Utilizing the more recent 12-month absorption of homes/lots, the annual average of homes/lots absorbed significantly increases to 643 homes/lots in the submarket. According to Metrostudy/Zonda, the existing supply of available housing is currently within ideal levels in the submarket. The number of vacant developed lots in the submarket has substantially increased from a low of 136 lots in Second Quarter 2020 to the current level of 1,166 lots in First Quarter 2024.

Based upon the Metrostudy absorption figures of the past 4.25 years, there is currently a 2.6±-year (1,166 lots ÷ 445 lots = 2.6±-years) total supply of existing lots available in the submarket. This total supply is considered to be within or near the optimum lot supply levels of 2.0 to 2.5 years per Metrostudy/Zonda. However, when utilizing the more current 12-month absorption average of 643 home/lots, the total supply of existing lots available in the subject's defined submarket decreases to only 1.8±-years supply (1,166 lots ÷ 643 lots/year = 1.8±-years), which is slightly below the low end of optimum lot supply levels in the submarket.

Thus, the total lot supply within the subject's submarket is estimated to be between 1.8±-years to 2.6± years. Currently, this total lot supply is considered to be within the optimum supply levels. Also, taking into consideration that new developments require a typical nine to 12-month construction period and with increasing demand and dwindling lot supply, it appears that additional lot product in the submarket is feasible at the current time.

Federal Reserve Rate Increases Impact on Current Valuations

Transaction indicators are the best measure of any impact on values due to the recent Federal Reserve increases. Since the beginning of the rate increase in mid-year 2022, many transactions were tabled, and market data has been scarce. Since that time period, price discovery has occurred in many markets across different property types and transactions are getting done. However, market instability remains a factor on various levels. Based on discussions and interviews with a wide range of market participants including brokers, lenders, asset managers, owners, property managers and others, a variety of concerns, and opportunities, are apparent.

Interest Rates

In 2016, the Federal Reserve began slowly raising rates as the economy recovered. Subsequently, the Federal Reserve fed funds rate steadily rose from 0.25% - 0.50% to 2.25% - 2.50% between December 2016 and December 2018. During 2019, inflation was well below the central bank's 2% target, and in response, the rate was lowered three times from 2.0%-2.50% to 1.50%-1.75%. In January 2020, the Federal Open Market Committee (FOMC) released a policy statement in January 2020 indicating that the labor market remains strong, and that economic activity has been rising at a moderate rate. Within weeks, the Covid-19 pandemic spread across the globe and in March of 2020 the target range dropped back to 0.0% to 0.25%. However, with the COVID-19 pandemic over, employment rate sub 4.0% nationally and inflation at 40-year highs, the Federal reserve began rapidly increasing the fed funds rate steadily from 0.25% - 0.50% in March of 2022 to 4.25% - 4.50% as of December 2022 pushing borrowing costs to the highest level since 2007.

Recent indicators suggest that economic activity has been expanding at a solid pace. Job gains have remained strong, and the unemployment rate has remained low. Inflation has eased over the past year but remains elevated. The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. The Committee judges that the risks to achieving its employment and inflation goals are moving into better balance. The economic outlook is uncertain, and the Committee remains highly attentive to inflation risks. In support of its goals, at the March 2024 meeting, the Committee decided to maintain the target range for the federal funds rate at 5-1/4 to 5-1/2 percent.

Macro-Economic Impacts

Not surprisingly, the markets have reacted accordingly. The markets experienced a notable change in 2022, as the economic environment was altered due to a significant increase in interest rates and a continuing increase in the inflation rate. While this had a clear impact on fixed-income investments, stocks were not immune to the effects of the changing environment. Major "repricing" took place in the stock market, and the Standard & Poor's 500 stock index, moved into a bear market, with a decline of 20% from its peak value, as did other major market indices.

As interest rates remain high, personal savers can benefit from elevated earnings on their balances. But the most recent rate hike means that borrowers will continue to see higher interest rates too, on mortgages, credit card debt, and personal loans. Higher prices combined with high-priced debts have consumers and experts still concerned about the future of the job market and the recession possibilities.

Real gross domestic product (GDP) increased at an annual rate of 3.4 percent in the fourth quarter of 2023. In the third quarter, real GDP increased 4.9 percent. The increase in the fourth quarter primarily reflected increases in consumer spending, state and local government spending, exports, nonresidential fixed investment, federal government spending, and residential fixed investment that were partly offset by a decrease in private inventory investment. Imports, which are a subtraction in the calculation of GDP, increased.

The GDPNow model estimate for real GDP growth (seasonally adjusted annual rate) in the first quarter of 2024 is 2.8 percent on April 1, up from 2.3 percent on March 29. After the April 1 release from the US Census Bureau and the Institute for Supply Management, the nowcasts of first quarter real personal consumption expenditures growth and first-quarter real gross private domestic growth increased from 2.6 percent and 3.1 percent, respectively, to 3.2 percent and 3.9 percent.

Rates of Return and Valuation Methodology

Offsetting the increased risk due to uncertainty in the property markets is the Federal Reserve's monetary policy of increasing rates down to get a grip on inflation and cooling down the economy. While many financial institutions have raised their loan to value ratios as a risk management tool, the cost of borrowing is at recent historic highs. The result is downward pressure on rates of return where leverage is attainable. As transactions continue to occur, the overall impact on rates of return, by property type and location, is becoming apparent.

Some market participants believe the impact on market value is reflected in capitalization rates while others believe rates are not moving. Instead, the value impact is limited to cash flow loss plus profit until re-stabilization occurs. Once again, the answers vary by property type and location.

The valuation herein reflects our analysis of current market data.

Market Sentiment/Participant Interviews

In addition to transaction data, which is slowly materializing, we look to market participants (developers, investors, lenders, brokers) as a leading indicator of where the market is currently, and where they believe the market is heading. Following is a summary of key interviews undertaken:

MarketParticipantSurvey				
Date of Survey	Respondent	Role/Title	Company	Commentary
Second Quarter 2024	Mr. R.R. "Tripp" Davenport, III	Director/Investment Banker	FMSbonds, Inc.	Activity continues to be brisk. Several existing projects are entering into additional phases while new projects continue to come online. Developers are still securing builder contracts with good earnest money deposits.
Second Quarter 2024	Mr. Philip Hunt	Partner	Wratheil Hunt & Associates, LLC	We have continued to see very steady volume with no slowdown in 2024. The developer and homebuilder clients continue to have steady demand for pods, finished lots, and houses.
Second Quarter 2024	Mr. Jeff Winkler	Chief Financial Officer	Huffines Companies	I don't see anything right now that should change. Job creation is good and increasing interest rates have stopped. Consensus is that in Third or Fourth Quarter 2024, the Federal Reserve will move rates down, Homebuilding is still healthy with lots of activity.
Second Quarter 2024	Mr. Don Dykstra	Chief Financial Officer	Bloomfield Homes	March 2024 sales were strong. The north part of DFW area is strong; however, the southern area has low margins.
Second Quarter 2024	Mr. Tony Shaw	Broker/Owner	Tony Shaw Properties	Stock market is up. There is growth in the economy. Interest rates are not going up. The job market is strong and unemployment is down, The demand for housing still exceeds the supply.

Conclusion

Considering the subject's relative sensitivity to inherent risks as of the effective date of the valuation, the following valuation considerations were developed:

Valuation Approach Implications		Comment
Sales Comparison Approach		
Market conditions adjustment?	Yes	An annual rate of 7% was applied to the lot sales.
Transaction evidence?	Yes	
Marketing Time		
Has marketing time been adjusted?	Yes	Increase of three months from 6 – 9 months to 9 – 12 months

Property Analysis

Land Description and Analysis

Location

The Solterra PID, IA #C-3 is located on the south side of Falcon Field at Daisy Hollow Loop, south of Faithon P. Luca Sr. Boulevard in the city of Mesquite in east, central Dallas County, Texas. The property is within the Mesquite ISD.

Land Areas

The following table summarizes the subject's land and lot areas.

Land Area Summary		
Premise	SF	Acres
Solterra South, Phase 3A	238,622	5.478
Solterra South, Phase 3B	1,276,831	29.312
40' Frontage Lots	4,400	0.101
50' Frontage Lots	6,000	0.138

Source: Engineering Report

Shape and Dimensions

The overall site is irregular in shape, while the residential lots are generally rectangular in shape. Site utility based on shape and dimensions is average.

Topography

The overall site is generally level and at street grade. The topography does not result in any particular development limitations.

Drainage

No particular drainage problems were observed or disclosed at the time of field inspection. This appraisal assumes that surface water collection, both on-site and in public streets adjacent to the subject, is adequate.

Environmental Hazards

An environmental assessment report was not provided for review, and during the inspection, no obvious signs of contamination on or near the subject were observed. However, environmental issues are beyond the scope of expertise of the assignment participants. It is assumed the property is not adversely affected by environmental hazards.

Flood Hazard Status

The following table indicates applicable flood hazard information for the subject property, as determined by review of available flood maps obtained from the Federal Emergency Management Agency (FEMA).

Flood Hazard Status	
Community Panel Number	48113C0530K
Date	July 7, 2014
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No

Ground Stability

A soils report was not provided for review. Based on the viewing of the subject and development on nearby sites, there are no apparent ground stability problems. However, soils analyses are beyond the scope of expertise of the assignment participants. It is assumed the subject's soil bearing capacity is sufficient to support a variety of uses, including those permitted by zoning.

Streets, Access and Frontage

Details pertaining to street access and frontage are provided in the following table.

Streets, Access and Frontage		
Street	Falcon Field	Daisy Hollow Loop
Frontage Feet (±)	619	333 (East side)
Paving	Concrete	Concrete
Curbs	Yes	Yes
Sidewalks	Yes	Yes
Lanes	2 way, 1 lane each way	2 way, 1 lane each way
Direction of Traffic	East/West	Northeast/Southwest
Condition	Good	Good
Traffic Levels	Low	Low
Signals/Traffic Control	None	None
Access/Curb Cuts	Yes	Yes
Visibility	Average	Average

Utilities

Utilities available to the subject are summarized below.

Utilities	
Service	Provider
Water	City of Mesquite, Texas
Sewer	City of Mesquite, Texas

Zoning

The subject is zoned within a Planned Development District (Ordinance No. 4818) which permits residential use according to the approved concept plan for the Solterra development. The following table summarizes the applicable zoning requirements affecting the subject.

Zoning Summary

Zoning Jurisdiction	City of Mesquite, Texas
Zoning Designation	PD (Ordinance No. 4818)
Description	Planned Development District
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	Residential use according to the approved concept plan for the Solterra development

According to the local planning department, there are no pending or prospective zoning changes.

Interpretation of zoning ordinances is beyond the scope of expertise of the assignment participants. An appropriately qualified land use attorney should be engaged if a determination of compliance is required.

Other Land Use Regulations

There are no other known land use regulations that would affect the property.

Easements, Encroachments and Restrictions

Based upon a review of the final plats provided, there are no apparent easements, encroachments, or restrictions that would adversely affect value. This valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Conclusion of Site Analysis

Overall, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include residential use according to the approved concept plan for the Solterra development. No other restrictions on development are apparent.

General Description - Solterra PID, IA #C-3

The subject represents Improvement Area #C-3 (IA #C-3) as part of the Solterra Public Improvement District (PID) located in Mesquite, Dallas County, Texas. IA #C-3 is under construction on 34.790 acres with a total of 147 single-family lots with two lot types (58 lots 40' x 110' and 89 lots 50' x 120') within Solterra South, Phases 3A and 3B. Both phases are being developed concurrently with an expected substantial completion date of June 30, 2024. The property is zoned under the guidelines of a Planned Development District (Ordinance No. 4818) which allows for residential use according to the approved concept plan for the Solterra development. The Solterra PID represents 1,424.398 acres which will eventually be developed with a total of 3,324 residential lots. To date, a total of 1,053 lots have been platted and developed on 385.637 acres within the development. Amenities are to include an amenity center with retail and restaurant use, 603 acres of open spaces with an extensive trail system and other amenities.

Improvements will also include concrete streets with curbs and gutters, streetlights, and landscaping.

The Solterra PID, IA #C-3 is summarized in the following exhibit:

Solterra PID, IA #C-3, Mesquite, Dallas County, Texas						
Phase	Acres	Density		Typical Lot Dimensions		Expected
		Per Acre	40' x 110'	50' x 120'	Total Lots	Completion Date
3A & 3B	34.790	4.2	58	89	147	June 30, 2024





Subject



Subject



Subject



Daisy Hollow Loop



Subject



Subject



Subject



Subject

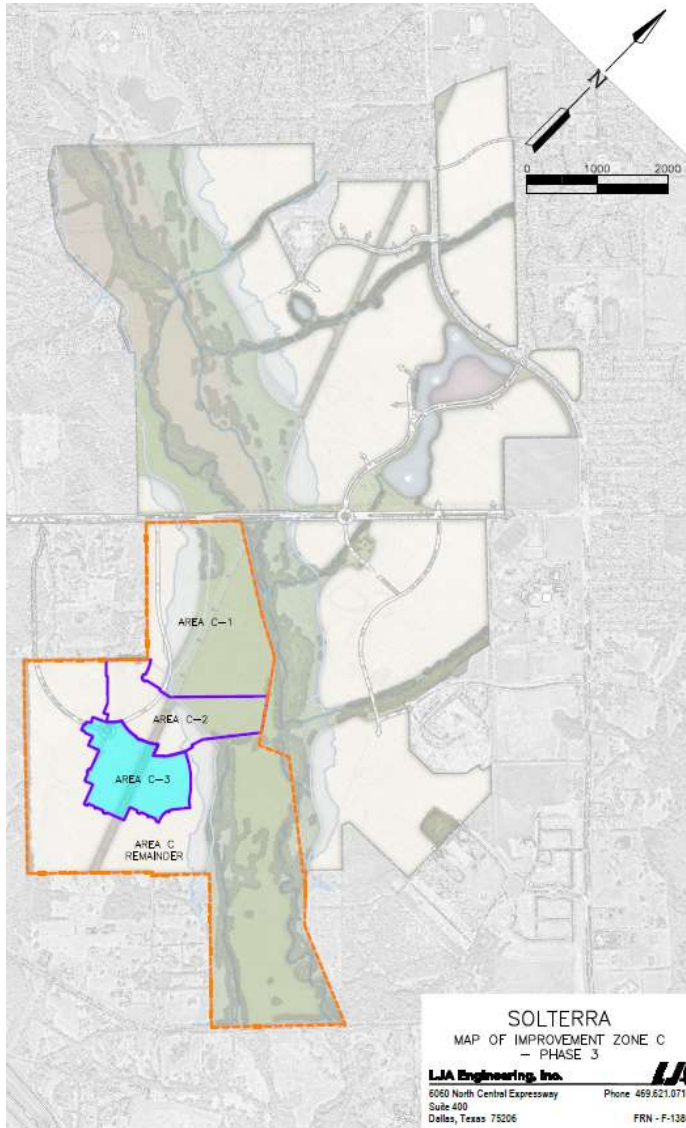


Intersection of Daisy Hollow Loop and Faithon P. Lucas Sr. Boulevard

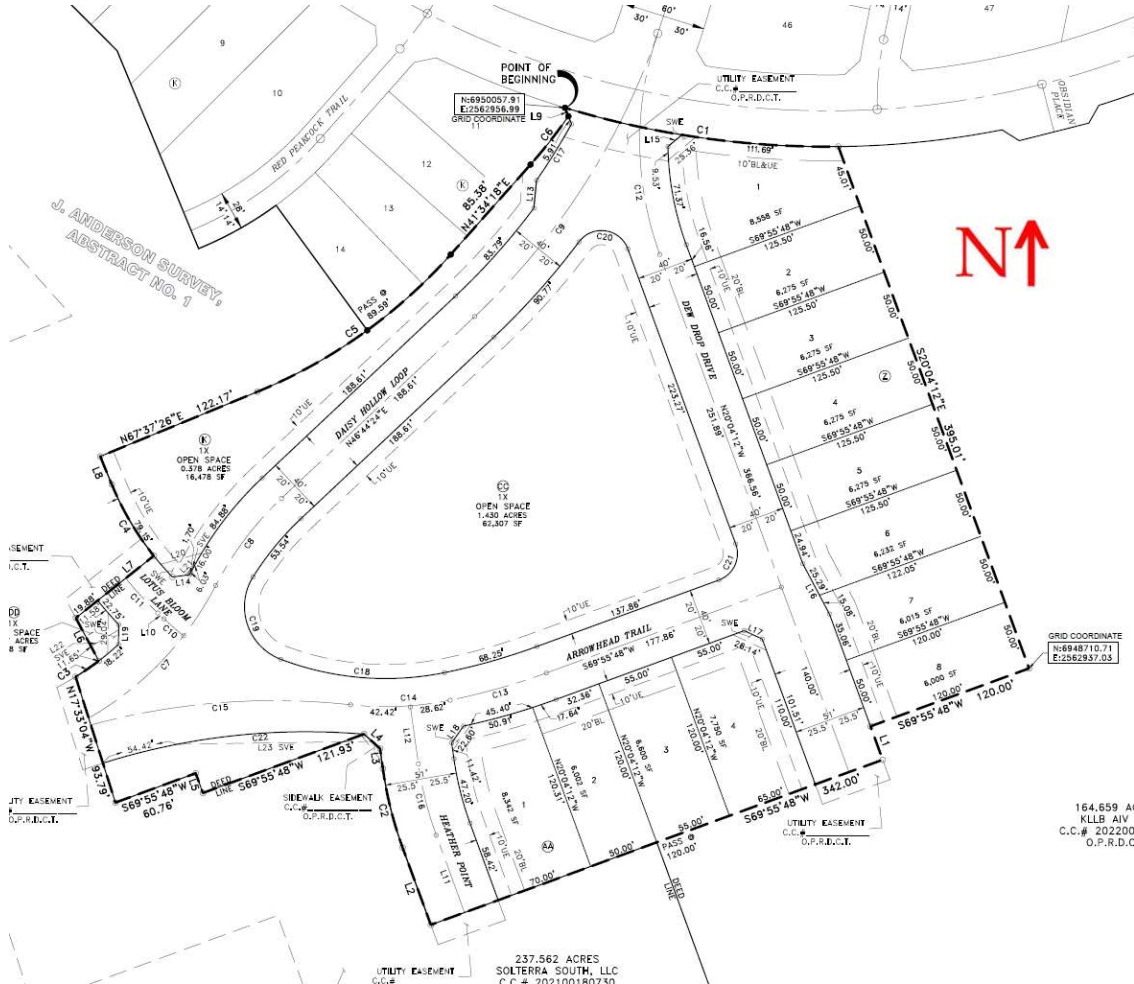
Aerial Photograph



Solterra – IA #C-3



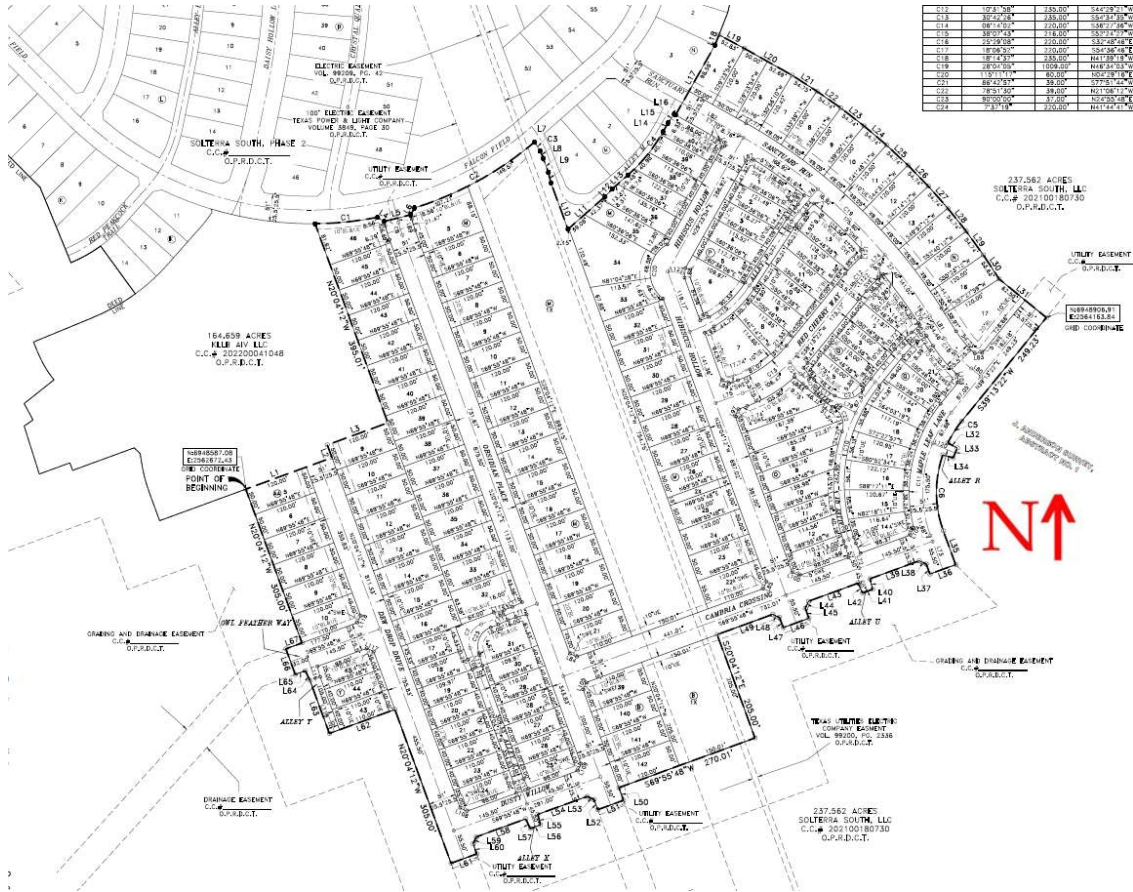
Final Plat – Solterra South, Phase 3A South



A
FINAL PLAT
OF
SOLTERRA SOUTH,
PHASE 3A
5.478 ACRES
12 RESIDENTIAL LOTS
2 OPEN SPACE LOTS
IN THE
J. ANDERSON SURVEY, ABSTRACT NO. 1
CITY OF MESQUITE, DALLAS COUNTY, TEXAS
 OWNER/DEVELOPER: LENNAR HOMES OF TEXAS LAND
 AND CONSTRUCTION, LTD.
 1707 MARKET PLACE BOULEVARD, SUITE 100
 IRVING, TEXAS 75063
 PHONE: (469) 587-5206



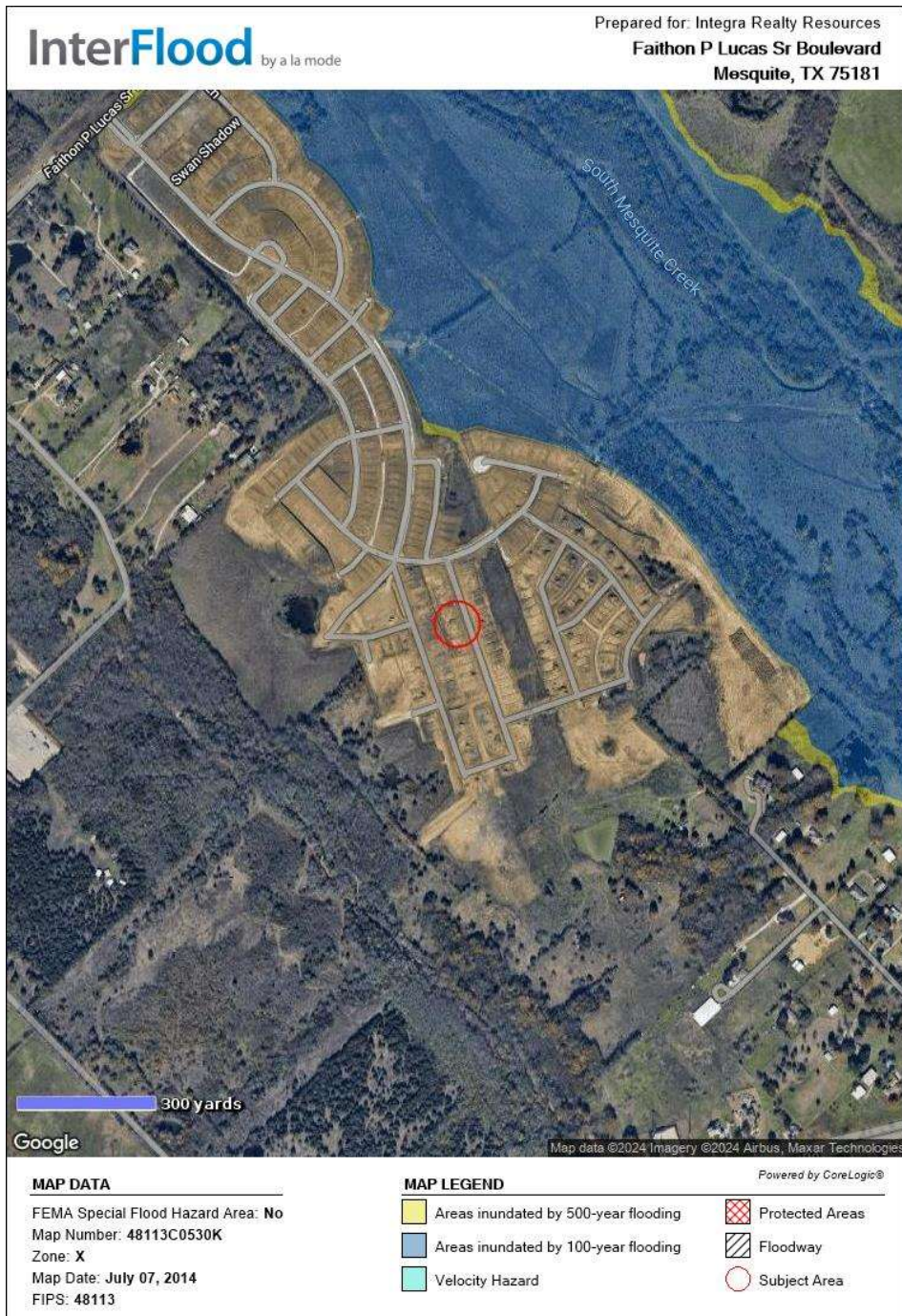
Final Plat – Solterra South, Phase 3B South



A
FINAL PLAT
OF
SOLTERRA SOUTH,
PHASE 3B
29.312 ACRES
135 RESIDENTIAL LOTS
3 OPEN SPACE LOTS
IN THE
J. ANDERSON SURVEY, ABSTRACT NO. 1
CITY OF MESQUITE, DALLAS COUNTY, TEXAS
 OWNER/DEVELOPER: LENNAR HOMES OF TEXAS LAND
 AND CONSTRUCTION, LTD.
 1707 MARKET PLACE BOULEVARD, SUITE 100
 IRVING, TEXAS 75063
 PHONE: (469) 587-5206



Flood Hazard Map



Allocation of Authorized Improvements

IA #C-3 Improvements

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including alleys, mews, and turn lanes), testing, handicapped ramps, sidewalks/trails and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, striping, barricades, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area C-3.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Area C-3.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Area C-3.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Area C-3.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park and open space for the benefit of the Lots within Improvement Area C-3.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area C-3 Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

Major Improvements

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including left/right turn lanes and roundabouts), testing, handicapped ramps, sidewalks/trails, traffic signalization, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within the District.

- *Storm Sewer*

Improvements including earthen channels, lakes, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, lake edge walls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for all Lots within the District.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, ponds, park and open space for the benefit of all Lots within the District.

- *Soft Costs*

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

Authorized Improvements – IA #C-3

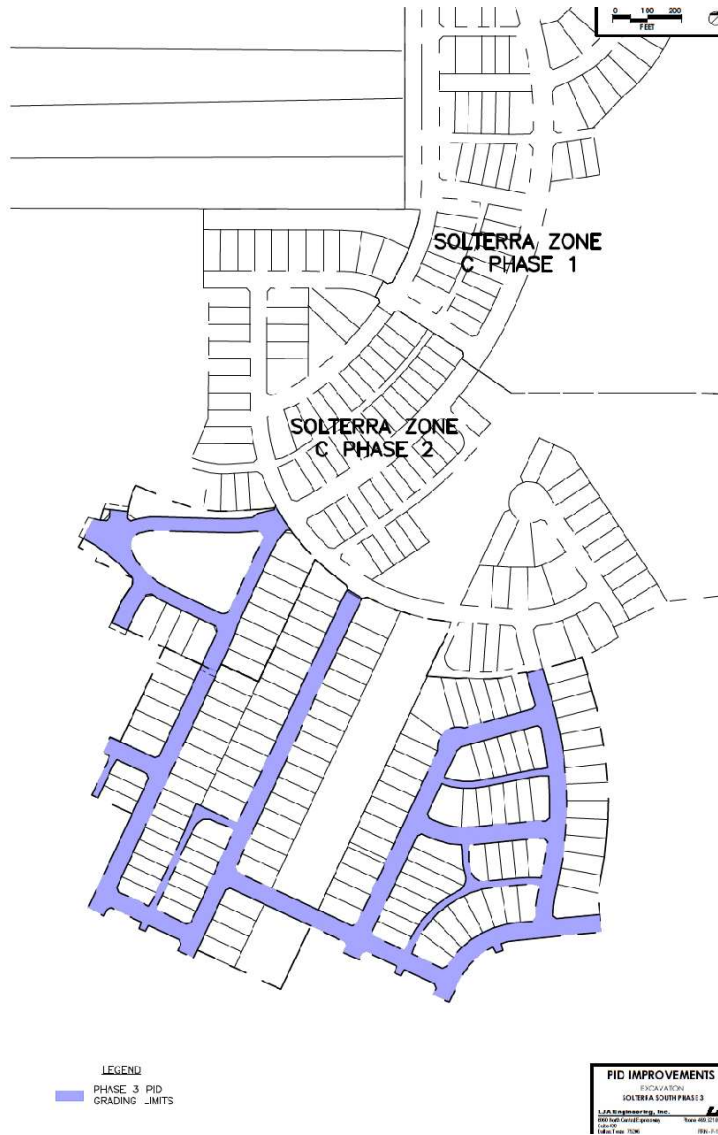
	Total Cost	Private Cost	PID Eligible Costs	Improvement Zone C									
				Improvement Area C-1		Improvement Area C-2		Improvement Area C-3		Improvement Zone C Remainder Area Apportioned Property			
				%	Cost	%	Cost	%	Cost	%	Cost		
Zone C Improvements ^{(a),(b)}													
Roads	\$ 2,359,306	\$ -	\$ 2,359,306	19.43%	\$ 458,426	12.40%	\$ 292,440	20.39%	\$ 481,074	47.78%	\$ 1,127,365		
Sanitary Sewer	597,954	-	597,954	19.43%	116,186	12.40%	74,118	20.39%	121,926	47.78%	285,725		
Storm Sewer	1,800,939	-	1,800,939	19.43%	349,932	12.40%	223,230	20.39%	367,221	47.78%	860,557		
Water	579,756	-	579,756	19.43%	112,650	12.40%	71,862	20.39%	118,215	47.78%	277,029		
Retaining Walls	-	-	-	19.43%	-	12.40%	-	20.39%	-	47.78%	-		
Soft Costs	1,512,100	-	1,512,100	19.43%	293,809	12.40%	187,428	20.39%	308,325	47.78%	722,538		
	<u>\$ 6,850,055</u>	<u>\$ -</u>	<u>\$ 6,850,055</u>		<u>\$ 1,331,002</u>		<u>\$ 849,077</u>		<u>\$ 1,396,761</u>		<u>\$ 3,273,214</u>		
Improvement Area C-1 Improvements ^(a)													
Roads	\$ 1,741,836	\$ -	\$ 1,741,836	100.00%	\$ 1,741,836	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -		
Sanitary Sewer	1,069,668	-	1,069,668	100.00%	1,069,668	0.00%	-	0.00%	-	0.00%	-		
Storm Sewer	886,380	-	886,380	100.00%	886,380	0.00%	-	0.00%	-	0.00%	-		
Water	856,896	-	856,896	100.00%	856,896	0.00%	-	0.00%	-	0.00%	-		
Landscaping	1,021,462	-	1,021,462	100.00%	1,021,462	0.00%	-	0.00%	-	0.00%	-		
Soft Costs	959,800	-	959,800	100.00%	959,800	0.00%	-	0.00%	-	0.00%	-		
	<u>\$ 6,536,042</u>	<u>\$ -</u>	<u>\$ 6,536,042</u>		<u>\$ 6,536,042</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		
Improvement Area C-2 Improvements ^(a)													
Roads	\$ 1,362,447	\$ -	\$ 1,362,447	0.00%	\$ -	100.00%	\$ 1,362,447	0.00%	\$ -	0.00%	\$ -		
Sanitary Sewer	725,355	-	725,355	0.00%	-	100.00%	725,355	0.00%	-	0.00%	-		
Storm Sewer	765,776	-	765,776	0.00%	-	100.00%	765,776	0.00%	-	0.00%	-		
Water	571,245	-	571,245	0.00%	-	100.00%	571,245	0.00%	-	0.00%	-		
Landscaping	145,266	-	145,266	0.00%	-	100.00%	145,266	0.00%	-	0.00%	-		
Retaining Walls	36,063	-	36,063	0.00%	-	100.00%	36,063	0.00%	-	0.00%	-		
Soft Costs	915,098	-	915,098	0.00%	-	100.00%	915,098	0.00%	-	0.00%	-		
	<u>\$ 4,521,250</u>	<u>\$ -</u>	<u>\$ 4,521,250</u>		<u>\$ -</u>		<u>\$ 4,521,250</u>		<u>\$ -</u>		<u>\$ -</u>		
Improvement Area C-3 Improvements ^(a)													
Roads	\$ 1,975,103	\$ -	\$ 1,975,103	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,975,103	0.00%	\$ -		
Sanitary Sewer	1,051,528	-	1,051,528	0.00%	-	0.00%	-	100.00%	1,051,528	0.00%	-		
Storm Sewer	1,110,133	-	1,110,133	0.00%	-	0.00%	-	100.00%	1,110,133	0.00%	-		
Water	828,118	-	828,118	0.00%	-	0.00%	-	100.00%	828,118	0.00%	-		
Landscaping	160,927	-	160,927	0.00%	-	0.00%	-	100.00%	160,927	0.00%	-		
Retaining Walls	52,276	-	52,276	0.00%	-	0.00%	-	100.00%	52,276	0.00%	-		
Soft Costs	1,308,561	-	1,308,561	0.00%	-	0.00%	-	100.00%	1,308,561	0.00%	-		
	<u>\$ 6,486,646</u>	<u>\$ -</u>	<u>\$ 6,486,646</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 6,486,646</u>		<u>\$ -</u>		
Major Improvements ^{(a),(b),(c)}													
Roads	\$ 1,241,499	\$ -	\$ 1,241,499	3.74%	\$ 241,230	2.39%	\$ 153,886	3.93%	\$ 253,148	9.21%	\$ 593,235		
Sanitary Sewer	-	-	-	3.74%	-	2.39%	-	3.93%	-	9.21%	-		
Storm Sewer	285,690	-	285,690	3.74%	55,511	2.39%	35,412	3.93%	58,254	9.21%	136,514		
Retaining Walls	-	-	-	3.74%	-	2.39%	-	3.93%	-	9.21%	-		
Landscaping	1,353,682	-	1,353,682	3.74%	263,028	2.39%	167,791	3.93%	276,023	9.21%	646,840		
Soft Costs	527,449	-	527,449	3.74%	102,486	2.39%	65,378	3.93%	107,550	9.21%	252,035		
	<u>\$ 3,408,320</u>	<u>\$ -</u>	<u>\$ 3,408,320</u>		<u>\$ 662,255</u>		<u>\$ 422,468</u>		<u>\$ 694,974</u>		<u>\$ 1,628,624</u>		
Private Improvements ^(a)	<u>\$ 6,925,448</u>	<u>\$ 6,925,448</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		
Bond Issuance Costs ^(a)													
Debt Service Reserve Fund	\$ 1,159,639	\$ -	\$ 1,159,639		\$ 486,931		\$ 253,633		\$ 419,075		\$ -		
Capitalized Interest	209,478	-	209,478		-		209,478		-		-		
Underwriter Discount	424,450	-	424,450		210,000		105,750		108,700		-		
Underwriter Counsel	54,350	-	54,350		-		-		54,350		-		
Original Issue Discount	21,729	-	21,729		-		21,729		-		-		
Cost of Issuance	892,323	-	892,323		357,058		209,165		326,100		-		
	<u>\$ 2,761,969</u>	<u>\$ -</u>	<u>\$ 2,761,969</u>		<u>\$ 1,053,989</u>		<u>\$ 799,754</u>		<u>\$ 908,225</u>		<u>\$ -</u>		
Other Costs													
Initial Deposit to Administrative Fund	\$ 120,000	\$ -	\$ 120,000		\$ 40,000		\$ 40,000		\$ 40,000		\$ -		
	<u>\$ 120,000</u>	<u>\$ -</u>	<u>\$ 120,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ -</u>		
Total	\$ 37,609,730	\$ 6,925,448	\$ 30,684,282		\$ 9,623,288		\$ 6,632,549		\$ 9,526,606		\$ 4,901,838		

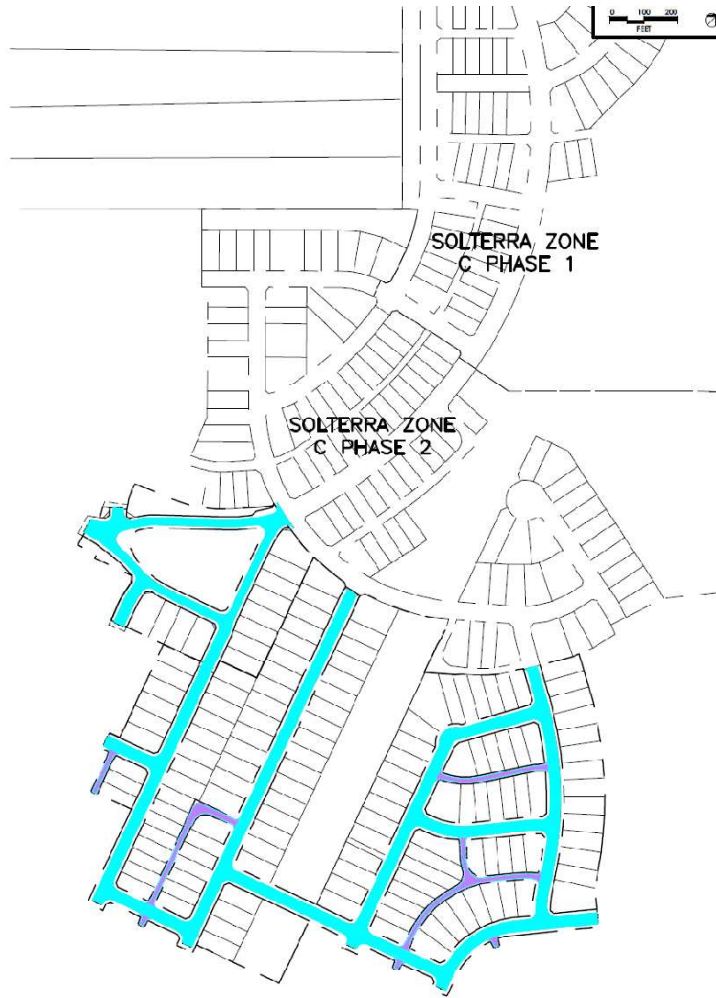
Footnotes:

- [a] Based on the Engineer's Report attached hereto as Appendix A.
- [b] Cost allocated based on Estimated Buildout Value.
- [c] Major Improvements only show Improvement Zone C costs, as further described in Exhibit B-4.
- [d] Bonds are contemplated to be issued for Improvement Area C-3 in the future. In the event PID Bonds are not issued, these costs will be replaced with Actual Costs or the Assessment may be reduced.



PID Improvements – IA #C-3

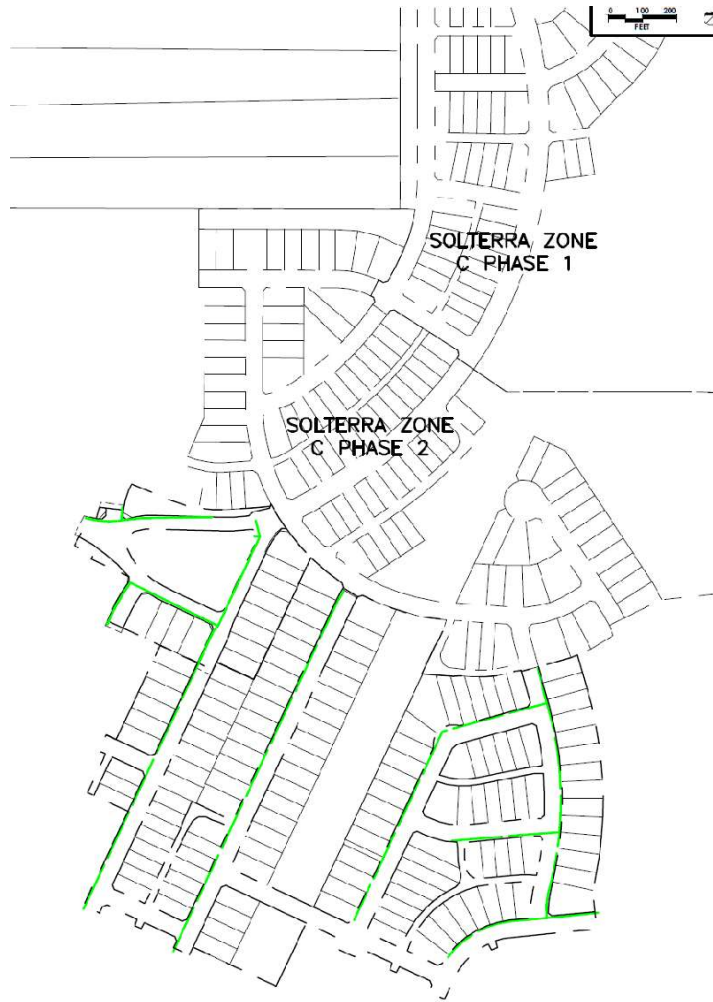




- LEGEND
- RESIDENTIAL STREET PAVING IMPROVEMENTS
 - ALLEY PAVING IMPROVEMENTS

PID IMPROVEMENTS
PAVING
SOLTERRA ZONE C PHASES 1 & 2
JJA Engineering, Inc. 11/11/2016
10000 E. 10th Avenue, Suite 1000, Denver, CO 80231
303.755.1100

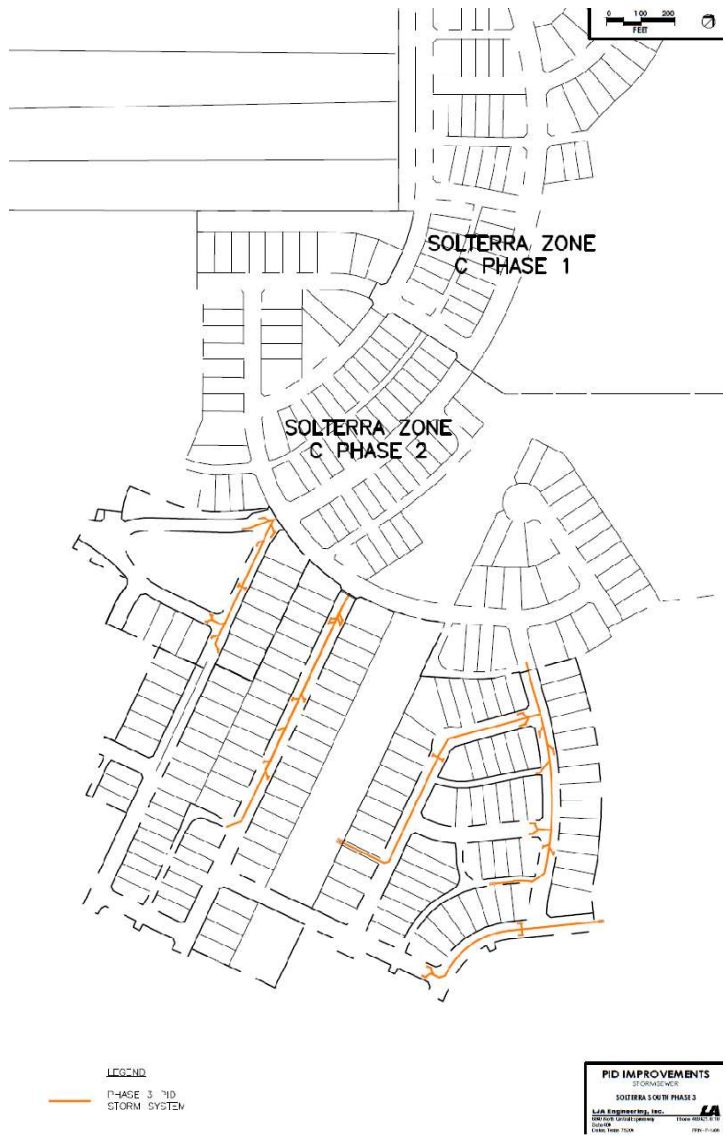


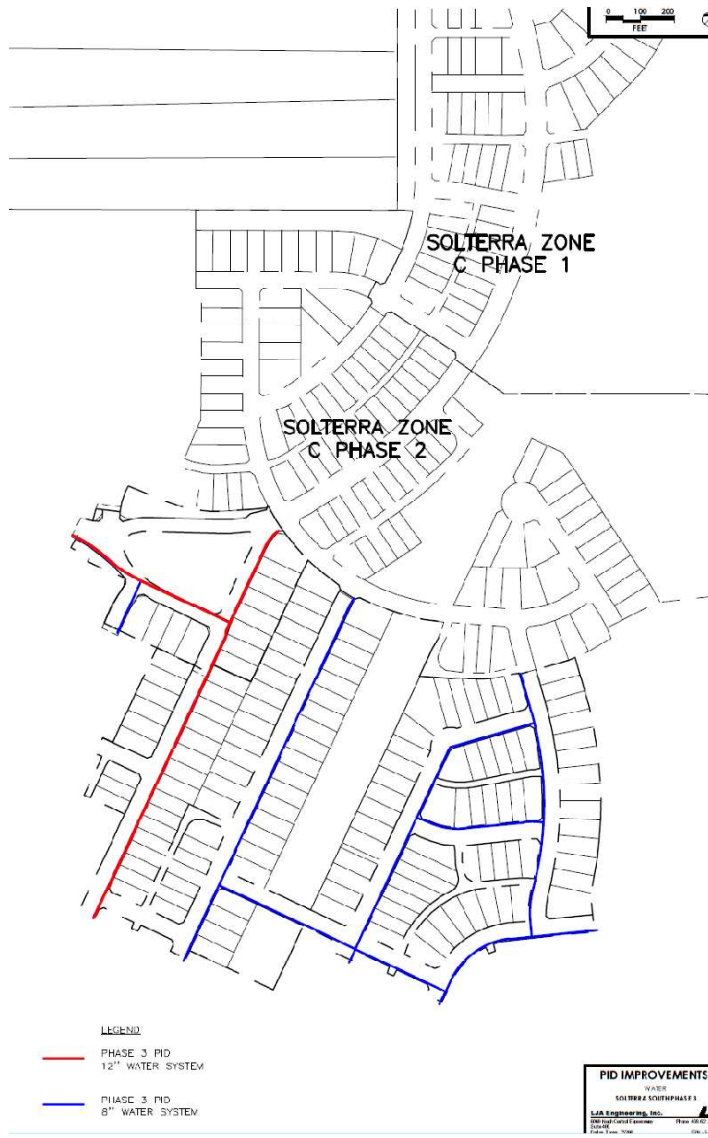


LEGEND
PHASE 3 PID
8" SANITARY SEWER

PID IMPROVEMENTS	
SANITARY SEWER	
SOLTERRA ZONE C PHASE 2	
<small>LIJA ENGINEERING, INC.</small>	<small>TRAFFIC SIGNALS</small>
<small>2020011</small>	<small>1/1/20</small>
<small>01/14/20</small>	<small>1/1/20</small>
<small>01/14/20</small>	<small>1/1/20</small>







Real Estate Taxes

Real estate tax assessments are administered by the Dallas Central Appraisal District and are estimated by jurisdiction on a county basis for the subject. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. The tax rates are certified in October. Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2024 Preliminary									
Tax ID	Total Acres	Assessed Value			Total	Tax Rate	Taxes and Assessments		Total
		Land	Improvements				Ad Valorem Taxes	Agriculture Assessment	
65000102010500200	73.563	\$3,310,340	\$0		\$3,310,340	2.334446%	\$77,278	\$0	\$0

The subject is currently assessed by the tax district under one account as part of 73.563 gross acres of vacant land.

The assessed value as vacant land is irrelevant to our retail valuation of developed residential lots.

Texas is a non-disclosure State with a mandate to assess property at 100% of market value. Some Texas County Assessors are more successful at achieving the mandate than others. In Texas Counties with little or no transaction activity, values can lag the market. However, there is no limit on increases in the event of a re-assessment.

Property owners in Texas may protest ad valorem assessments using the one of two tests, 1) Market Value or 2) "Equal Appraisal". Market Value is self-explanatory. "Equal Appraisal" means there is a burden on the District's Assessor to ensure mass appraisal methods produce consistent results from property to property. To measure equality, the Appraisal Review Board will consider the assessed values of competing properties in the District. The process involves generation of "ratio study" in which, after appropriate adjustments, the "median value" is the conclusion of "Equal Appraisal".



Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as though vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Though Vacant

First, the property is evaluated as though vacant, with no improvements.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is zoned under the guidelines of the PD (Ordinance No. 4818), Planned Development District. Permitted uses include residential use according to the approved concept plan for the Solterra development. There are no apparent legal restrictions, such as easements or deed restrictions, effectively limiting the use of the property. Given prevailing land use patterns in the area, only single-family residential use is given further consideration in determining highest and best use of the site.

Financially Feasible

Based on the accompanying analysis of the market, there is currently adequate demand for single-family residential use in the subject's area. It appears a newly developed single-family residential use on the site would have a value commensurate with its cost. Therefore, single-family residential use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than single-family residential use. Accordingly, single-family residential use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for single-family residential use is the only use which meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property.

Most Probable Buyer

Taking into account the characteristics of the site, as well as area development trends, the probable buyer is a homebuilder.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach - (Subdivision Development Analysis)	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's lot values within IA #C-3, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

As discussed previously, the property is divided for valuation purposes relative to the two lot types on the subject's 34.790 acres, being 40 feet and 50 feet in lot width.

The Sales Comparison Approach will be utilized to determine lot values for the individual lot types as well as the other land tracts which are summarized as follows:

Land Parcels

Name	Typical Lot Dimensions	SF	Acres	Units	Unit of Comparison
40' Frontage Lots	40' x 110'	4,400	0.101	40	Front Footages
50' Frontage Lots	50' x 120'	6,000	0.138	50	Front Footages

40' Frontage Lots (40' x 110'; 4,400 SF)

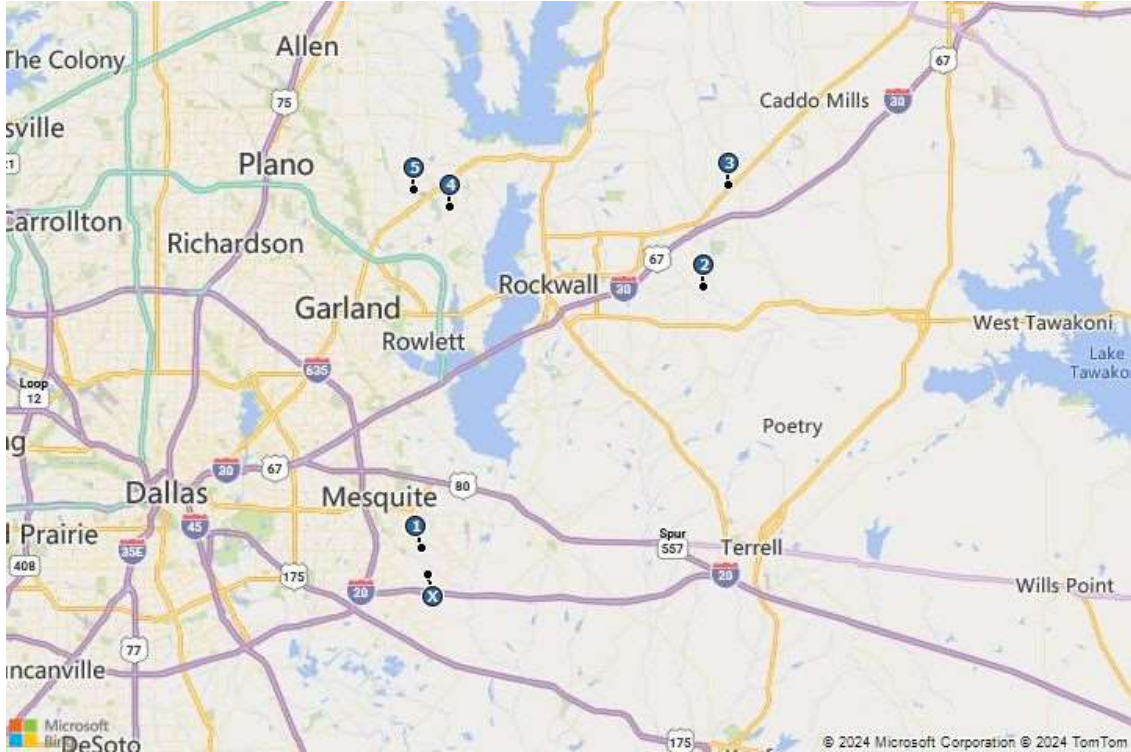
To apply the sales comparison approach to the 40' Frontage Lots, the research focused on transactions within the following parameters:

- Location: General Market Area
- Size: 40' Frontage Lots
- Use: Residential
- Transaction Date: January 2023 or pending

For this analysis, price per front footage is used as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table:

Summary of Comparable Land Sales - 40' Frontage Lots								
No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Front Footage	Zoning	\$/Front Footage	\$/SF Land
1	Solterra, Phase 1B - 40' Lots 14 Hazel Lily Run Mesquite Dallas County TX Comments: Lots in this master-planned development are within a PID and are in the Mesquite ISD.	May-24 Closed	\$70,517	4,800 0.11	40	PD	\$1,763	\$14.69
2	Waterscape PID, IA #4 (Phase 3B) - 40' Lots Southwest side of Crenshaw Road, southeast of FM-548 Royse City Rockwall County TX Comments: Lots in Phase 3B are nearing completion and are located within the Waterscape PID, IA #4. All lots are within the Royse City ISD.	Jun-24 In-Contract	\$66,000	4,800 0.11	40	PD	\$1,650	\$13.75
3	Creekside, Phase 1B - 40' Lots 2805 Troon Street Royse City Collin County TX Comments: Lots in this development are located in the Royse City ISD.	Jan-23 Closed	\$70,000	4,600 0.11	40	PD	\$1,750	\$15.22
4	Wyndham Ridge - 40' Lots West side of Sachse Road, east of Highland Road Wylie Collin County TX Comments: These lots are located in the Wylie ISD.	Oct-23 Closed	\$80,000	4,600 0.11	40	PD	\$2,000	\$17.39
5	Manors at Woodbridge - 40' Lots West side of Woodbridge Parkway, south of Hensley Lane Wylie Collin County TX Comments: This development was platted and developed with 90 lots on 11.835 acres. Lots in this development are located in the Wylie ISD.	Jul-23 Closed	\$77,500	4,400 0.10	40	PD	\$1,938	\$17.61
	Subject Solterra PID, IA #C-3 Mesquite, TX			4,400 0.10	40	PD (Ordinance No. 4818)		

Comparable Land Sales Map – 40' Frontage Lots





Sale 1
Solterra, Phase 1B - 40' Lots



Sale 2
Waterscape PID, IA #4 (Phase 3B) - 40' Lots



Sale 3
Creekside, Phase 1B - 40' Lots



Sale 4
Wyndham Ridge - 40' Lots



Sale 5
Manors at Woodbridge - 40' Lots

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Transactional adjustments are applied for property rights conveyed, financing, conditions of sale, expenditures made immediately after purchase, and market conditions. In addition, property adjustments include – but are not limited to – location, access/exposure, size, quality, effective age, economic and legal characteristics, and non-realty components of value. Adjustments are considered for the following factors, in the sequence shown below.

Transactional Adjustments

Real Property Rights Conveyed

The opinion of value in this report is based on a fee simple estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat, as well as non-detrimental easements, community facility districts, and conditions, covenants and restrictions (CC&Rs). All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Financing Terms

In analyzing the comparables, it is necessary to adjust for financing terms that differ from market terms. Typically, if the buyer retained third-party financing (other than the seller) for the purpose of purchasing the property, a cash price is presumed and no adjustment is required. However, in instances where the seller provides financing as a debt instrument, a premium may have been paid by the buyer for below-market financing terms, or a discount may have been demanded by the buyer if the financing terms were above market. The premium or discounted price must then be adjusted to a cash equivalent basis. The comparable sales represented cash-to-seller transactions and, therefore, do not require adjustment.

Conditions of Sale

Adverse conditions of sale can account for a significant discrepancy from the sale price actually paid, compared to that of the market. This discrepancy in price is generally attributed to the motivations of the buyer and the seller. Certain conditions of sale are considered non-market and may include the following:

- a seller acting under duress (e.g., eminent domain, foreclosure);
- buyer motivation (e.g., premium paid for assemblage, certain 1031 exchanges);
- a lack of exposure to the open market;
- an unusual tax consideration;
- a sale at legal auction.

None of the comparable sales had atypical or unusual conditions of sale. Thus, adjustments are not necessary.

Expenditures Made Immediately After Purchase

This category considers expenditures incurred immediately after the purchase of a property. There were no issues of deferred maintenance reported for any of the properties. No adjustments are required for expenditures after sale.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

In addition to transaction data, which is slowly materializing, we have interviewed market participants (developers, investors, lenders, brokers) as a leading indicator of where the market is currently, and where they believe the market is heading. These survey results have been analyzed and incorporated into our analysis and conclusions.

It is noted that most all lot contracts still contain interest carry clauses providing for increased sale prices through the take down period. The most current take down contracts found in the market area still include from 6-7% interest carry with some contracts reportedly renegotiated to include up to 8.5% carry in exchange for extended absorption periods. As such, we have included a market conditions adjustment of 7% through the date of valuation. The sales took place from January 2023 to May 2024 with one sale scheduled to close by June 2024. Thus, the adjustment grid accounts for this trend with upward adjustments through the date of valuation.

Property Adjustments

Location

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sale 1 is similar to the subject. No adjustment is necessary. Sales 3, 4 and 5 are adjusted downward for superior location. Sale 2 is adjusted upward for inferior location.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

All of the comparables are similar to the subject. No adjustments are necessary.

Size

Due to economies of scale, the market exhibits an inverse relationship between land area and price per square foot, such that larger sites generally sell for a lower price per square foot than smaller lots, all else being equal. To account for this relationship, applicable adjustments are applied for differences in land area. The comparables that are larger than the subject are adjusted upward, and vice versa.

All of the comparables are similar to the subject. No adjustments are necessary.

Shape and Topography

This category accounts for the shape of the site influencing its overall utility and/or development potential, as well as the grade of the land.

All of the comparables are similar to the subject. No adjustments are necessary.

Zoning

This element of comparison accounts for government regulations that can affect the types and intensities of uses allowable on a site. Moreover, this category includes considerations such as allowable density or floor area ratio, structure height, setbacks, parking requirements, landscaping, and other development standards. The subject has a zoning designation of PD (Ordinance No. 4818) - Planned Development District.

All of the comparables are similar to the subject. No adjustments are necessary.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - 40' Frontage Lots						
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Name	Solterra PID, IA #C-3	Solterra, Phase 1B 40' Lots	Waterscape PID, IA #4 (Phase 3B) - 40' Lots	Creekside, Phase 1B - 40' Lots	Wyndham Ridge - 40' Lots	Manors at Woodbridge - 40' Lots
Address	South side of Falcon Field at Daisy Hollow Loop	14 Hazel Lily Run	Southwest side of Crenshaw Road, southeast of FM-548	2805 Troon Street	West side of Sachse Road, east of Highland Road	West side of Woodbridge Parkway, south of Hensley Lane
City	Mesquite	Mesquite	Royse City	Royse City	Wylie	Wylie
County	Dallas	Dallas	Rockwall	Collin	Collin	Collin
State	Texas	TX	TX	TX	TX	TX
Sale Date		May-24	Jun-24	Jan-23	Oct-23	Jul-23
Sale Status		Closed	In-Contract	Closed	Closed	Closed
Sale Price		\$70,517	\$66,000	\$70,000	\$80,000	\$77,500
Effective Sale Price		\$70,517	\$66,000	\$70,000	\$80,000	\$77,500
Square Feet	4,400	4,800	4,800	4,600	4,600	4,400
Number of Front Footages	40	40	40	40	40	40
Price per Front Footage		\$1,763	\$1,650	\$1,750	\$2,000	\$1,938
Transactional Adjustments						
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		-	-	-	-	-
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		-	-	-	-	-
Conditions of Sale		-	-	-	-	-
% Adjustment		-	-	-	-	-
Expenditures Made Immediately After Purchase		-	-	-	-	-
\$ Adjustment		-	-	-	-	-
Market Conditions	6/30/2024	May-24	Jun-24	Jan-23	Oct-23	Jul-23
Annual % Adjustment	7%	1%	-	10%	5%	7%
Cumulative Adjusted Price		\$1,781	\$1,650	\$1,925	\$2,100	\$2,073
Property Adjustments						
Location		-	10%	-5%	-15%	-15%
Access/Exposure		-	-	-	-	-
Size		-	-	-	-	-
Shape and Topography		-	-	-	-	-
Zoning		-	-	-	-	-
Net Property Adjustments (\$)		\$0	\$165	-\$96	-\$315	-\$311
Net Property Adjustments (%)		0%	10%	-5%	-15%	-15%
Final Adjusted Price		\$1,781	\$1,815	\$1,829	\$1,785	\$1,762
Range of Adjusted Prices						
		\$1,762 - \$1,829				
Average		\$1,794				
Indicated Value		\$1,800				



Land Value Conclusion – 40' Frontage Lots

Prior to adjustments, the sales reflect a range of \$1,650 - \$2,000 per front footage. After adjustment, the range is narrowed to \$1,762 - \$1,829 per front footage, with an average of \$1,794 per front footage. To arrive at an indication of value, equal weight is given to all sales.

Based upon the preceding analysis, the land value conclusion for the subject is presented as follows:

Land Value Conclusion

Indicated Value per Front Footage	\$1,800
Subject Front Footages	<u>40</u>
Indicated Value	\$72,000
Rounded	\$72,000

50' Frontage Lots (50' x 120'; 6,000 SF)

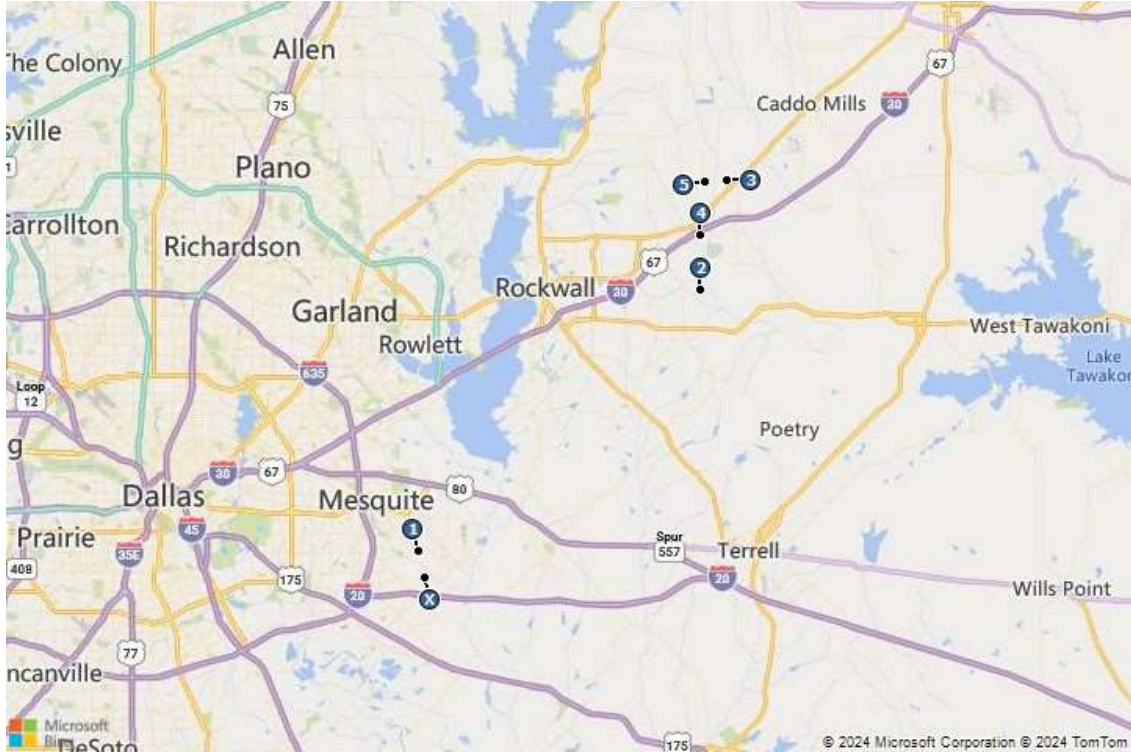
To apply the sales comparison approach to the 50' Frontage Lots, the research focused on transactions within the following parameters:

- Location: General Market Area
- Size: 50' Frontage Lots
- Use: Residential
- Transaction Date: January 2023 and pending

For this analysis, price per front footage is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - 50' Frontage Lots								
No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Front Footage	Zoning	\$/Front Footage	\$/SF Land
1	Solterra, Phase 1B - 50' Lots 12 Jasper Meadow Mesquite Dallas County TX	May-24 Closed	\$81,637	6,000 0.14	50	PD	\$1,633	\$13.61
<i>Comments: Lots in this master-planned development are located within a PID and are in the Mesquite ISD.</i>								
2	Waterscape PID, IA #4 (Phase 3B) - 50' Lots Southwest side of Crenshaw Road, southeast of FM-548 Royse City Rockwall County TX	Jun-24 In-Contract	\$80,000	6,000 0.14	50	PD	\$1,600	\$13.33
<i>Comments: Lots in Phase 3B are located in the Waterscape PID, IA #4. This represents a bulk purchase of 26 lots with 50' frontages. All lots are located in the Royse City ISD.</i>								
3	Creekside PID, IA #2 (Phase 2B) - 50' Lots Northwest of SH-66 at River Bend Road Royse City Collin County TX	Jun-24 In-Contract	\$83,750	5,500 0.13	50	PD	\$1,675	\$15.23
<i>Comments: Lots in Phase 2B are part of the Creekside PID nearing completion. All lots are located in the Royse City ISD.</i>								
4	Liberty Crossing, Phase 1 - 50' Lots Southwest corner of E. Old Greenville Road and Cemetery Road Royse City Rockwall County TX	Oct-23 Closed	\$75,000	6,000 0.14	50	PD	\$1,500	\$12.50
<i>Comments: Lots in this development are located in a public improvement district. Lots are located in the Royse City ISD.</i>								
5	Clearview Ranch, Phase 1 South - 50' Lots East side of FM-1777, south of CR-677 Royse City Collin County TX	Sep-24 In-Contract	\$81,000	6,000 0.14	50	PD	\$1,620	\$13.50
<i>Comments: Lots in this phase of development are within the Royse City ISD. The property is within the Clearview Ranch PID, IA #1.</i>								
Subject				6,000	50	PD		
Solterra PID, IA #C-3 Mesquite, TX				0.14				

Comparable Land Sales Map – 50' Frontage Lots





Sale 1
Solterra, Phase 1B - 50' Lots



Sale 2
Waterscape PID, IA #4 (Phase 3B) - 50' Lots



Sale 3
Creekside PID, IA #2 (Phase 2B) - 50' Lots



Sale 4
Liberty Crossing, Phase 1 - 50' Lots



Sale 5
Clearview Ranch, Phase 1 South - 50' Lots

Analysis and Adjustment of Sales

Adjustments are considered for the following factors in the sequence shown below.

Transactional Adjustments***Real Property Rights Conveyed***

All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Financing Terms

The comparable sales represented cash-to-seller transactions and, therefore, do not require adjustment.

Conditions of Sale

None of the comparable sales had atypical or unusual conditions of sale. Thus, adjustments are not necessary.

Expenditures Made Immediately After Purchase

There were no issues of deferred maintenance reported for any of the properties. No adjustments are required for expenditures after sale.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

In addition to transaction data, which is slowly materializing, we have interviewed market participants (developers, investors, lenders, brokers) as a leading indicator of where the market is currently, and where they believe the market is heading. These survey results have been analyzed and incorporated into our analysis and conclusions.

It is noted that most all lot contracts still contain interest carry clauses providing for increased sale prices through the take down period. The most current take down contracts found in the market area still include from 6-7% interest carry with some contracts reportedly renegotiated to include up to 8.5% carry in exchange for extended absorption periods. As such, we have included a market conditions adjustment of 7% through the date of valuation. The sales took place from October 2023 to May 2024 with two sales scheduled to close in June 2024. Thus, the adjustment grid accounts for this trend with upward adjustments through the date of valuation.

Property Adjustments

Location

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sale 1 is similar to the subject. No adjustment is necessary. Sale 3 is adjusted downward for superior location. Sales 2, 4 and 5 are adjusted upward for inferior location.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

All of the comparables are similar to the subject. No adjustments are necessary.

Size

Due to economies of scale, the market exhibits an inverse relationship between land area and price per square foot, such that larger sites generally sell for a lower price per square foot than smaller lots, all else being equal. To account for this relationship, applicable adjustments are applied for differences in land area. The comparables that are larger than the subject are adjusted upward, and vice versa.

All of the comparables are similar to the subject. No adjustments are necessary.

Shape and Topography

This category accounts for the shape of the site influencing its overall utility and/or development potential, as well as the grade of the land.

All of the comparables are similar to the subject. No adjustments are necessary.

Zoning

This element of comparison accounts for government regulations that can affect the types and intensities of uses allowable on a site. Moreover, this category includes considerations such as allowable density or floor area ratio, structure height, setbacks, parking requirements, landscaping, and other development standards. The subject has a zoning designation of PD (Ordinance No. 4818) - Planned Development District.

All of the comparables are similar to the subject. No adjustments are necessary.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - 50' Frontage Lots						
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Name	Solterra PID, IA #-3	Solterra, Phase 1B 50' Lots	Waterscape PID, IA #4 (Phase 3B) - 50' Lots	Creekside PID, IA #2 (Phase 2B) - 50' Lots	Liberty Crossing, Phase 1 - 50' Lots	Clearview Ranch, Phase 1 South - 50' Lots
Address	South side of Falcon Field at Daisy Hollow Loop	12 Jasper Meadow	Southwest side of Crenshaw Road, southeast of FM-548	Northwest of SH-66 at River Bend Road	Southwest corner of E. Old Greenville Road and Cemetery Road	East side of FM-1777, south of CR-677
City	Mesquite	Mesquite	Royse City	Royse City	Royse City	Royse City
County	Dallas	Dallas	Rockwall	Collin	Rockwall	Collin
State	Texas	TX	TX	TX	TX	TX
Sale Date		May-24	Jun-24	Jun-24	Oct-23	Sep-24
Sale Status		Closed	In-Contract	In-Contract	Closed	In-Contract
Sale Price		\$81,637	\$80,000	\$83,750	\$75,000	\$81,000
Effective Sale Price		\$81,637	\$80,000	\$83,750	\$75,000	\$81,000
Square Feet	6,000	6,000	6,000	5,500	6,000	6,000
Number of Front Footages	50	50	50	50	50	50
Price per Front Footage		\$1,633	\$1,600	\$1,675	\$1,500	\$1,620
Transactional Adjustments						
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		-	-	-	-	-
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		-	-	-	-	-
Conditions of Sale		-	-	-	-	-
% Adjustment		-	-	-	-	-
Expenditures Made Immediately After Purchase		-	-	-	-	-
\$ Adjustment		-	-	-	-	-
Market Conditions	6/30/2024	May-24	Jun-24	Jun-24	Oct-23	Sep-24
Annual % Adjustment	7%	1%	1%	1%	5%	-
Cumulative Adjusted Price		\$1,649	\$1,616	\$1,692	\$1,575	\$1,620
Property Adjustments						
Location		-	10%	-5%	5%	10%
Access/Exposure		-	-	-	-	-
Size		-	-	-	-	-
Shape and Topography		-	-	-	-	-
Zoning		-	-	-	-	-
Net Property Adjustments (\$)		\$0	\$162	-\$85	\$79	\$162
Net Property Adjustments (%)		0%	10%	-5%	5%	10%
Final Adjusted Price		\$1,649	\$1,778	\$1,607	\$1,654	\$1,782
<hr/>						
Range of Adjusted Prices		\$1,607 - \$1,782				
Average		\$1,694				
Indicated Value		\$1,700				



Land Value Conclusion – 50' Frontage Lots

Prior to adjustments, the sales reflect a range of \$1,500 - \$1,675 per front footage. After adjustment, the range is narrowed to \$1,607 - \$1,782 per front footage, with an average of \$1,694 per front footage. To arrive at an indication of value, equal weight is given to all sales.

Based upon the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Front Footage	\$1,700
Subject Front Footages	<u>50</u>
Indicated Value	\$85,000
Rounded	\$85,000

Summary of Land Values

Based upon this analysis, the individual values are summarized as follows:

Summary of Land Values				
Parcel	Units	Indicated Unit Value	Indicated Value	Rounded
40' Frontage Lots	40	\$1,800	\$72,000	\$72,000
50' Frontage Lots	50	\$1,700	\$85,000	\$85,000

Cumulative Retail Lot Value

Following is the calculation for the total cumulative retail lot value for the subject's 147 lots under construction within IA #C-3.

Cumulative Retail Lot Value Calculation

Total Lots	Front Footage	Average Price/Lot	Price/FF	Total Cumulative Retail Value
58	40	\$72,000	\$1,800	\$4,176,000
89	50	\$85,000	\$1,700	\$7,565,000
147		\$79,871		\$11,741,000

As shown, the total cumulative retail lot value equates to \$11,741,000 or \$79,871/lot average.

It should be clearly understood that the summation of lot values does not represent our opinion of the market discounted/bulk value, as if the lots are all sold in bulk in a single transaction.

Reconciliation and Conclusion of Value

As discussed previously, only the sales comparison approach is used to develop an opinion of value for the subject. The cost and income approaches are not applicable and are not used.

Conclusion

Based upon the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinion of value is as follows:

Value Conclusions			
Premise	Interest Appraised	Date of Value	Value Conclusion
Cumulative Prospective Retail Market Value As Completed (IA #C-3)	Fee Simple	June 30, 2024	\$11,741,000

Please note the aggregate of the appraised values noted above is not the market value of the appraised properties in bulk. As defined by The Dictionary of Real Estate Appraisal, an aggregate value is the “total of multiple market value conclusions.”

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.

1. All information relative to the subject property including land areas, lot totals, lot sizes, and other pertinent data that was provided by LJA Surveying, Inc. (engineering/surveyors), LJA Landscape Architecture (landscape architect), Lennar Homes of Texas Land and Construction, Ltd. (developer), KLLB AIV LLC (owner), the city of Mesquite, and the Dallas Central Appraisal District is assumed to be correct.
2. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
3. Our opinion of prospective market value at completion assumes that the proposed improvements are completed in accordance with plans and specifications as of June 30, 2024, the effective appraisal date.
4. The value presented within this report is prospective in nature. As such, we assume that local and regional lending institutions appear to remain active within the subject’s market for specific projects. Therefore, we specifically assume that the financial markets will continue to function in a competitive, efficient fashion.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.



The opinions of value expressed in this report are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property to differ materially from the stated estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, these opinions and forecasts are based partly on data obtained from interviews and third-party sources, which are not always completely reliable. Although the findings are considered reasonable based on available evidence, the assignment participants are not responsible for the effects of future occurrences that cannot reasonably be foreseen at this time.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on review of recent sales transactions for similar properties and analysis of supply and demand in the local land market, the probable exposure time for the subject at the concluded market value stated previously is 9 - 12 months.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As no significant changes in market conditions are foreseen in the near term, a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, the subject's marketing period is estimated at 9 - 12 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Shelley Sivakumar has made a personal inspection of the property that is the subject of this report. Jimmy H. Jackson, MAI has not personally inspected the subject. Ernest Gatewood has personally inspected the subject.
12. No one provided significant real property appraisal assistance to the persons signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

- 14. As of the date of this report, Jimmy H. Jackson, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.
- 15. As of the date of this report, Ernest Gatewood has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.



Shelley Sivakumar
Director
Texas Licensed Residential Real Estate Appraiser
License # TX 1333354 L
Telephone: 972.696.0687
Email: ssivakumar@irr.com



Jimmy H. Jackson, MAI
Senior Managing Director
Texas Certified General Real Estate Appraiser
License # TX 1324004 G
Telephone: 972.725.7724
Email: jhackson@irr.com



Ernest Gatewood
Senior Director
Texas Certified General Real Estate Appraiser
License # TX 1324355 G
Telephone: 972.725.7755
Email: egatewood@irr.com

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.

6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Dallas, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. **IRR - Dallas is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Dallas. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**
25. IRR - Dallas is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. All information relative to the subject property including land areas, lot totals, lot sizes, and other pertinent data that was provided by LJA Surveying, Inc. (engineering/surveyors), LJA Landscape Architecture (landscape architect), Lennar Homes of Texas Land and Construction, Ltd. (developer), KLLB AIV LLC (owner), the city of Mesquite, and the Dallas Central Appraisal District is assumed to be correct.
2. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
3. Our opinion of prospective market value at completion assumes that the proposed improvements are completed in accordance with plans and specifications as of June 30, 2024, the effective appraisal date.
4. The value presented within this report is prospective in nature. As such, we assume that local and regional lending institutions appear to remain active within the subject's market for specific projects. Therefore, we specifically assume that the financial markets will continue to function in a competitive, efficient fashion.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A
Appraiser Qualifications



Jimmy H. Jackson, MAI

Experience

Senior Managing Director with the Dallas, Lubbock/West Texas and Oklahoma City offices of Integra Realty Resources, a full-service real estate consulting and appraisal firm.

Jimmy H. Jackson, MAI has over 38 years of experience as a commercial appraiser as well as years of experience as a seasoned real estate investor. Prior to joining Integra Realty Resources, Jackson was one of the original two founding partners of Jackson Claborn, Inc. (JCI), a real estate consulting/valuation firm that was established in 1992. JCI grew to have one of the largest staffs of commercial and residential appraisers in the Southwest and has performed valuation and consulting on a vast number of commercial property types across Texas as well as the United States. Mr. Jackson holds the MAI designation and has been involved in the analysis of virtually all types of commercial and residential properties. Mr. Jackson has experience in state and federal courts as an expert witness. Testimony has involved such varied issues as bankruptcy, taxation and condemnation. Mr. Jackson has also been involved in numerous real estate developments and personal real estate investments.

A major philanthropic achievement for Mr. Jackson was consulting with and influencing family members to provide the start-up expertise as well as the seed funding in 1994 for the formation of The Parent Project for Muscular Dystrophy/PPMD (www.parentprojectmd.org). The PPMD organization has developed into a worldwide non-profit centered to provide research funds for children suffering from Duchenne Muscular Dystrophy. Since inception, the PPMD organization has directly funded more than \$50 million in direct research and assisted and helped leverage more than \$500 million of other research related to other genetic diseases through government grants and other private funding sources. In 2008, Mr. Jackson received a Humanitarian Award from Texas Gov. Rick Perry for charitable work associated with National Jewish Hospital/NJH in Denver. Mr. Jackson currently serves as a national trustee for NJH which is the #1 respiratory care hospital in the world.

Mr. Jackson graduated from Texas Tech University in 1984 with a B.B.A. in Finance with a Real Estate Emphasis. Mr. Jackson has served on numerous professional boards, including serving on the Ethics and Counseling Panel of the North Texas Chapter of the Appraisal Institute as well as serving on the Board of Directors as well as being Chair and Co-Chair of the Public Relations Committee.

As a college student, Mr. Jackson was a member of Phi Delta Theta social fraternity and the Texas Tech Finance Association. Mr. Jackson served for eight (8) years on the Advisory Board for the Jerry Rawls College of Business Administration (COBA) at Texas Tech University. Mr. Jackson has also served as a guest lecturer on real estate entrepreneurship to upper-level COBA students at Texas Tech over the years.



Integra Realty Resources - Dallas

1100 Mira Vista Boulevard
Suite 300
Plano, TX 75093

T 972.881.7191
F 972.733.1403

Integra Realty Resources - Lubbock

6309 Indiana Avenue
Suite A
Lubbock, TX 79413

T 806.656.3058

Integra Realty Resources - Oklahoma

13913 Technology Drive
Suite A1
Oklahoma City, OK, 73134

T 405.422.0718

irr.com

jhackson@irr.com - 972.725.7724

Solterra Public Improvement District



Jimmy H. Jackson, MAI

Experience (Cont'd)

Basic Core Real Estate Appraisal Services

Feasibility Studies, Absorption Studies & Demographic Studies
Highest & Best Use Studies for All Property Types
3rd Party Appraisal Reviews
Detrimental Conditions Valuation & Consulting
Encroachment Analysis
Land Use Studies & Planning/Zoning Studies
Litigation/Litigation Support
In-Depth Market Analysis for All Property Types
Tax Assessment & Mass Appraisal Analysis
Fair & Equitable Appraisal Analysis
Right of Way Analysis Appraisals
Mediation, Arbitration, & Dispute Resolution
Portfolio Valuation & Analysis
Retrospective Valuation Opinions

Appraisal of all property types including the following:

Residential

High-Rise Condominium and Garden-Style Multi-Family and Townhome Projects
High-End Residential Property
Historical Residential Property
All types of Single-Family Appraisals (Conventional, Relocation, Unique / Historical Property)

Land

Acreage (Commercial Mixed-Use)
Subdivided Land (Mixed-Use, Commercial and Industrial)
Standard Single-Family Subdivision Lot development appraisals
PID/MUD Single-Family Subdivision Lot development appraisals

Commercial, Office & Retail

Branch Banks / Financial Building
Convenience Stores / Service Stations
Convention Center / Hotel / Resort /Motel
Office Building (High Rise, over three stories)
Office Building (Low Rise, three stories or less)
Parking Facility (Lot or Garage)
Retail (Single Tenant or Free Standing)
Shopping Center (Local, Strip, Neighborhood, Community, Etc.)
Shopping Center (Power Center, Outlet Center, Lifestyle, Etc.)
Shopping Center (Super Regional, Regional Mall)

jhjackson@irr.com - 972.725.7724

Solterra Public Improvement District

Integra Realty Resources - Dallas

1100 Mira Vista Boulevard
Suite 300
Plano, TX 75093

T 972.881.7191
F 972.733.1403

Integra Realty Resources - Lubbock

6309 Indiana Avenue
Suite A
Lubbock, TX 79413

T 806.656.3058

Integra Realty Resources - Oklahoma

13913 Technology Drive
Suite A1
Oklahoma City, OK, 73134

T 405.422.0718

irr.com



Jimmy H. Jackson, MAI

Experience (Cont'd)

Industrial

Industrial (Heavy (Manufacturing))
Industrial (Small Office Warehouse / Mfg.)
Industrial Light (Distribution, Storage)

Special Purpose

Automobile Dealerships
Church Facilities
Collegiate Student Housing
Self-Serve and Full-Service Car Wash Facilities
Self-Storage Facilities

Professional Activities & Affiliations

Appraisal Institute, Member (MAI) Appraisal Institute

Licenses

Texas, Certified General Real Estate Appraiser, TX 1324004 G, Expires November 2024
Oklahoma, Certified General Real Estate Appraiser, 13279CGA, Expires September 2026
New Mexico, Certified General Real Estate Appraiser, 03819-G, Expires April 2025

Education

Mr. Jackson is a graduate of Texas Tech University where he received a Bachelor of Business Administration in Finance with a Real Estate Emphasis.

Miscellaneous

Member of Region 8 Ethics and Counseling Regional Panel (1992-1995)
Chair - Public Relations North Texas Chapter (2003, 2004)
Co-Chair - Public Relations North Texas Chapter (2005)
Board Member - North Texas Chapter (2005-2007)

jhjackson@irr.com - 972.725.7724

Solterra Public Improvement District

Integra Realty Resources - Dallas

1100 Mira Vista Boulevard
Suite 300
Plano, TX 75093

T 972.881.7191
F 972.733.1403

Integra Realty Resources - Lubbock

6309 Indiana Avenue
Suite A
Lubbock, TX 79413

T 806.656.3058

Integra Realty Resources - Oklahoma

13913 Technology Drive
Suite A1
Oklahoma City, OK, 73134

T 405.422.0718

irr.com





**Certified General
Real Estate Appraiser**

Appraiser: **Jimmy Huel Jackson**
License #: **TX 1324004 G** License Expires: **11/30/2024**

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

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



Chelsea Buchholtz
Commissioner



Shelley Sivakumar

Experience

Shelley Sivakumar has over 23 years of experience as a commercial appraiser representing Jackson Claborn, Inc. and later Integra Realty Resources. This extensive experience has formed a knowledge of the Texas real estate market with an understanding of the dynamics of market forces in both increasing, as well as declining markets. After graduating from the University of Texas at Dallas with a Bachelor of Science degree with a double major of Accounting/Finance, Ms. Sivakumar began her career in tax accounting. For the next 20 years, she managed a private multi-million-dollar individual asset portfolio. Since 1998, she has specialized in appraising master-planned residential developments and subdivisions including Public Improvement Districts in the Dallas/Fort Worth metroplex as well as outlying areas in Dallas, Collin, Rockwall, Ellis, Tarrant, Grayson, and Denton Counties. Ms. Sivakumar's appraisal experience also includes single and multi-tenant office/medical buildings, retail developments, industrial facilities, educational centers, religious facilities, townhome developments, right-of-ways (road), as well as vacant land.

In her spare time, Ms. Sivakumar enjoys equestrian riding and working out. She has competed in the 100-mile "Hotter'N Hell Hundred bike ride, one of the oldest and largest cycling events in the nation held in Wichita Falls, Texas every August.

Licenses

Texas, Licensed Residential Real Estate Appraiser, 1333354-L, Expires February 2026

Education

University of Texas at Dallas, Dallas, Texas: Bachelor of Science 1978
University of North Texas, Denton, Texas 1977
Marshall University, Huntington, West Virginia: Associate of Science 1974

Appraisal Institute Courses

A Review of Disciplinary Cases
Workfile Documentation for Appraisers
Basic Appraisal Procedures
General Appraiser Market Analysis Highest and Best Use
General Appraiser Sales Comparison Approach
General Report Writing and Case Studies
A Review of Disciplinary Cases
Workfile Documentation for Appraisers
Appraising Residential Properties
Income Property Appraisal
Real Estate Appraisal
Basic Income Capitalization

Appraisal Math & Statistics
Owner-Occupied Commercial Properties
Residential Report Writing
Modern Green Building Concepts
Ad Valorem Tax Consultation

ssivakumar@irr.com - 972.696.0687 x232

Solterra Public Improvement District



Integra Realty Resources - Dallas

1100 Mira Vista Boulevard
Suite 300
Plano, TX 75093

T 972.732.0051
F 972.733.1403

irr.com



Shelley Sivakumar

Integra Realty Resources - Dallas

Education (Cont'd)

The Dirty Dozen
Essential Elements of Disclosure & Disclaimer
Land & Site Valuation
Commercial Clients Want Appraisers to Know

1100 Mira Vista Boulevard
Suite 300
Plano, TX 75093

T 972.732.0051
F 972.733.1403

Market Analysis/STDB
USPAP
Expert Witness for Commercial Appraisers
General Appraiser Site Valuation
& Cost Approach
Commercial Appraisal Review
Fair Housing, Bias & Discrimination
Market Analysis/STDB
USPAP
Environmental Issues
Texas Real Estate Contracts
Texas Real Estate Agency
Modern Real Estate Practice in Texas
Statistics, Modeling and Finance
General Appraiser Income Approach
Market Disturbances in Atypical Markets & Cycles

irr.com



**Licensed Residential
Real Estate Appraiser**

Appraiser: Shelley Marie Sivakumar
License #: TX 1333354 L **License Expires: 02/28/2026**

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

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



Chelsea Buchholtz
Commissioner

ssivakumar@irr.com - 972.696.0687 x232

Solterra Public Improvement District



Ernest Gatewood

Experience

Senior Director PID/MUD/SF Lot Development Valuation Specialist with the Dallas office of Integra Realty Resources DFW, a full-service real estate consulting and appraisal firm.

Mr. Gatewood has been in the appraisal field for over 40 years. This extensive experience has formed knowledge of the Texas real estate market as well as select areas throughout the entire United States. This experience has formed an understanding of the dynamics of market forces in both increasing, as well as declining markets. Mr. Gatewood began his appraisal career in 1980 at Crosson Dannis, Inc. where he spent 10 years specializing in master-planned communities. Mr. Gatewood's appraisals were utilized in the funding of Legacy Business Park in Plano, Texas as well as Stonebridge Ranch in McKinney, Texas. In 1991, Mr. Gatewood joined Heartland (Seattle, Washington) as Acquisitions Director for Texas. In this role, Mr. Gatewood was key to the development of several single-family subdivisions, a property type which he still specializes into this day. From 1992 until 2017, Mr. Gatewood represented Jackson Claborn, Inc. as the Vice President of the Commercial Division where he has helped manage the production of the commercial appraisal practice which has enhanced JCI's strong commitment to client services.

Mr. Gatewood has experience in appraising commercial, industrial, multifamily, and investment-grade real property and related tangible assets to provide opinions of value for purposes of mortgage lending, sale or purchase, financial reporting, federal tax, capital lease testing, litigation support, allocation of purchase price, estate tax planning/settlement, ad valorem taxation, property exchange, internal planning, and partial taking/just compensation by eminent domain agencies.

Property types include vacant land, agricultural land, rights of way (road and pipeline), shopping centers, single-tenant retail buildings, CBD and suburban office projects, air rights, truck terminals, light industrial facilities, heavy manufacturing plants, corporate headquarters, hospitals, surgery centers, medical office buildings, self-storage facilities, religious facilities, hotels, mixed-use developments, apartment projects, convenience stores, and single-family subdivision analyses.

Licenses

Texas, Certified General Real Estate Appraiser, TX 1324355 G, Expires December 2024
Texas, Licensed Real Estate Salesman, 277705, Expires December 2023

Education

Richland Junior College, Dallas, Texas
The University of North Texas, Denton, Texas

Miscellaneous

An affiliate of the Appraisal Institute



1100 Mira Vista Boulevard
Plano, TX 75093

T 972.881.7191
F 972.733.1403

irr.com

egatewood@irr.com - 972.725.7755

Solterra Public Improvement District





**Certified General
Real Estate Appraiser**

Appraiser: **Ernest Elva Gatewood III**
License #: **TX 1324355 G** License Expires: **12/31/2024**

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

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



Chelsea Buchholtz
Commissioner



About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B
IRR Quality Assurance Survey



IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Addendum C
Definitions



Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022), unless otherwise noted.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal opinion applies. (SVP)
2. The date to which an appraiser's analysis, opinions, and conclusions apply; also referred to as *date of value*. (USPAP, 2020-2021 ed.)
3. The date that a lease goes into effect.

Entitlement

In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Incentive

The amount an entrepreneur expects or wants to receive as compensation for providing coordination and expertise and assuming the risks associated with the development of a project. Entrepreneurial incentive is the expectation of future reward as opposed to the profit actually earned on the project.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a past project to compensate for his or her time, effort, knowledge, and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovation change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (IVS)

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Estate

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time

An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which precedes the effective date of an appraisal.

Market Value

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

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

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., “retrospective market value opinion.”

Definition of Aggregate of Retail Values

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Bulk Sale

The sale of multiple parcels of real estate to one buyer in one transaction. A bulk sale may include dissimilar properties in different locations or a group of lots or units in the same project. Typically, the bulk sale price is less than the sum of the values of the individual parcels.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Bulk Value

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Development Procedure

In land valuation, a technique for valuing undeveloped acreage that involves discounting the cost of development and the probable proceeds from the sale of developed sites.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Subdivision Development Method

A method of estimating land value when subdividing and developing a parcel of land is the highest and best use of that land. When all direct and indirect costs and entrepreneurial incentive are deducted from an estimate of the anticipated gross sales price of the finished lots (or the completed improvements on those lots), the resultant net sales proceeds are then discounted to present value at a market-derived rate over the development and absorption period to indicate the value of the land.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Allocation

1) The process of separating the contributory value of a component or part of an asset from the total value of the asset. 2) A method of estimating land value in which sales of improved properties are analyzed to establish a typical ratio of land value to total property value and this ratio is applied to the property being appraised or the comparable sale being analyzed."

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Extraction

1) A method of estimating land value in which the depreciated cost of the improvements on an improved property is calculated and deducted from the total sale price to arrive at an estimated sale price for the land. 2) A method of deriving capitalization rates from property sales when sale price and net operating income are known.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Residual

The quantity left over; in appraising, a term used to describe the result of an appraisal procedure in which known components of value are accounted for, thus solving for the quantity that is left over, such as land residual or building residual.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Addendum D
Property Information



Tax Data



[Home](#) | [Find Property](#) | [Contact Us](#)

Commercial Account #65000102010500200

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2024)

Address: 3700 FAITHON P LUCAS SR BLVD
Market Area: 0
Mapsc0: 60-V (DALLAS)

[DCAD Property Map](#)

[View Photo](#)

[2024 Current Appraisal Notice](#)
[uFile Online Protest](#)
[Electronic Documents \(ENS\)](#)

[Print Homestead Exemption Form](#)

[Print/Mail Account Protest Form](#)

Owner (Current 2024)

KLLB AIV LLC
 % KENNEDY LEWIS INVEST MGMNT LLC
 111 W 33RD ST STE 1910
 NEW YORK, NEW YORK 100012904

Multi-Owner (Current 2024)

Owner Name	Ownership %
KLLB AIV LLC	100%

Legal Desc (Current 2024)

- 1: J P ANDERSON ABST 1 PG 020
 - 2: ACS 73.5630
 - 3:
 - 4: INT202200041048 DD02072022 CO-DC
 - 5: 0001020105002 3CM00010201
- Deed Transfer Date:** 2/11/2002

Value

2024 Proposed Values	
Improvement:	\$0
Land:	+ \$3,310,340
Market Value:	= \$3,310,340
Tax Agent: HAYNES & ASSOCIATES PC	
Revaluation Year:	2024
Previous Revaluation Year:	2023

Improvements (Current 2024)

No Improvements.

Land (2024 Proposed Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	UNASSIGNED	AGRICULTURE	0	0	73.5630 ACRE	STANDARD	\$45,000.00	0%	\$3,310,335	N

* All Exemption information reflects 2024 Proposed Values. *

Exemptions (2024 Proposed Values)

No Exemptions

Estimated Taxes (2024 Proposed Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	MESQUITE	MESQUITE ISD	DALLAS COUNTY	DALLAS COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.69	\$1.0992	\$0.215718	\$0.110028	\$0.2195	N/A
Taxable Value	\$3,310,340	\$3,310,340	\$3,310,340	\$3,310,340	\$3,310,340	\$0
Estimated Taxes	\$22,841.35	\$36,387.26	\$7,141.00	\$3,642.30	\$7,266.20	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$77,278.10

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc..** If you wish to calculate taxes yourself, you may use the [Tax Calculator](#) to assist you.



Owner / Legal Description

Year	Owner	Legal Description
2023	KLLB AIV LLC % KENNEDY LEWIS INVEST MGMNT LLC 111 W 33RD ST STE 1910 NEW YORK, NEW YORK 101200000	1: J P ANDERSON ABST 1 PG 020 2: ACS 162.678 3: 4: INT202200041048 DD02072022 CO-DC 5: 0001020105002 3CM00010201 Deed Transfer Date: 2/11/2002
2022	LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD 1707 MARKETPLACE BLVD STE 250 IRVING, TEXAS 750638050	1: J P ANDERSON ABST 1 PG 020 2: ACS 164.659 3: 4: INT202100185294 DD06172021 CO-DC 5: 0001020105002 3CM00010201 Deed Transfer Date: 6/22/2021

Market Value

Year	Improvement	Land	Total Market	Homestead Capped
2023	\$0	\$7,320,510	\$7,320,510	N/A
2022	\$0	\$855,570	\$855,570	N/A

Taxable Value

Year	City	ISD	County	College	Hospital	Special District
2023	\$7,320,510	\$7,320,510	\$7,320,510	\$7,320,510	\$7,320,510	\$0
2022	\$855,570	\$855,570	\$855,570	\$855,570	\$855,570	\$0

Exemptions

2023	No Exemptions
2022	No Exemptions

Exemption Details History



Legal Description (s)

TRACT 1 – PHASE 3A

BEING A 5.478 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 164.659 ACRE TRACT OF LAND, CONVEYED TO KLLB AIV LLC, AS RECORDED IN COUNTY CLERK'S FILE NO.202200041048, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 5.478 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET. SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17 DEGREES 29 MINUTES 31 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 81 DEGREES 54 MINUTES 21 SECONDS EAST, A DISTANCE OF 196.30 FEET;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SOLTERRA SOUTH, PHASE 2 AND ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 197.07 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, DEPARTING THE SOUTH LINE OF SAID SOLTERRA SOUTH, PHASE 2, A DISTANCE OF 395.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 25.33 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, PASSING AT A DISTANCE OF 120.00 FEET AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF A 237.562 ACRE TRACT OF LAND CONVEYED TO SOLTERRA SOUTH, LLC AS RECORDED IN COUNTY CLERK'S FILE NO. 202100180730, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID

164.659 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 237.562 ACRE TRACT OF LAND, IN ALL A TOTAL DISTANCE OF 342.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

THENCE, ALONG THE COMMON LINES OF SAID 164.659 ACRE TRACT AND SAID 237.562 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 58.42 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 02 MINUTES 44 SECONDS, A RADIUS OF 275.50 FEET, AND A LONG CHORD THAT BEARS NORTH 14 DEGREES 02 MINUTES 50 SECONDS WEST, A DISTANCE OF 57.81 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 57.92 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 08 DEGREES 01 MINUTES 28 SECONDS WEST, A DISTANCE OF 14.47 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 47 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 15.37 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 121.93 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 14.92 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 17 DEGREES 33 MINUTES 04 SECONDS WEST, A DISTANCE OF 93.79 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 44 MINUTES 09 SECONDS, A RADIUS OF 200.00 FEET, AND A LONG CHORD THAT BEARS NORTH 55 DEGREES 31 MINUTES 28 SECONDS EAST, A DISTANCE OF 20.01 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 20.02 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 28 DEGREES 12 MINUTES 00 SECONDS WEST, A DISTANCE OF 34.62 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 51 DEGREES 26 MINUTES 57 SECONDS EAST, A DISTANCE OF 70.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 38 MINUTES 46 SECONDS, A RADIUS OF 209.50 FEET, AND A LONG CHORD THAT BEARS NORTH 33 DEGREES 11 MINUTES 53 SECONDS WEST, A DISTANCE OF 78.68 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 79.15 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 22 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 21.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 67 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 122.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 51 MINUTES 40 SECONDS, A RADIUS OF 374.00 FEET, AND A LONG CHORD THAT BEARS NORTH 54 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 167.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, PASSING AT AN ARC DISTANCE OF 89.59 FEET A SOUTHWEST CORNER OF AFORESAID SOLTERRA SOUTH, PHASE 2, AND CONTINUING ALONG THE SOUTH LINE OF SAID SOLTERRA SOUTH, PHASE 2 IN ALL A TOTAL ARC DISTANCE OF 168.81 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 41 DEGREES 34 MINUTES 18 SECONDS EAST, A DISTANCE OF 85.38 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 57 MINUTES 42 SECONDS, A RADIUS OF 359.00 FEET, AND A LONG CHORD THAT BEARS

NORTH 38 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 43.59 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 43.62 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET CORNER;

NORTH 22 DEGREES 01 MINUTES 14 SECONDS WEST, A DISTANCE OF 6.52 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 5.478 ACRES OF LAND.

TRACT 2 (PHASE 3B)

BEING A 29.312 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 164.659 ACRE TRACT OF LAND, CONVEYED TO KLLB AIV LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202200041048, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 29.312 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF A 237.562 ACRE TRACT OF LAND CONVEYED TO SOLTERRA SOUTH, LLC AS RECORDED IN COUNTY CLERK'S FILE NO. 202100180730, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 69 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 25.33 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 171.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 395.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA

SURVEYING" SET FOR CORNER. SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10 DEGREES 23 MINUTES 45 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS NORTH 84 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 116.96 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 164.659 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 117.12 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 57 DEGREES 50 MINUTES 44 SECONDS EAST, A DISTANCE OF 14.47 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 75 DEGREES 48 MINUTES 02 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 26 MINUTES 48 SECONDS EAST, A DISTANCE OF 14.47 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 47 MINUTES 31 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS NORTH 61 DEGREES 15 MINUTES 11 SECONDS EAST, A DISTANCE OF 255.09 FEET

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 256.78 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 32 DEGREES 54 MINUTES 30 SECONDS EAST, A DISTANCE OF 19.64 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 12 MINUTES 11 SECONDS, A RADIUS OF 200.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 22 DEGREES 09 MINUTES 18 SECONDS EAST, A DISTANCE OF 14.67 FEET

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 14.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 03 MINUTES 13 SECONDS EAST, A DISTANCE OF 28.15 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 03 MINUTES 12 SECONDS EAST, A DISTANCE OF 91.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 48 DEGREES 39 MINUTES 40 SECONDS EAST, A DISTANCE OF 91.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 42 DEGREES 57 MINUTES 02 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 48 DEGREES 39 MINUTES 40 SECONDS EAST, A DISTANCE OF 38.85 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19 DEGREES 15 MINUTES 46 SECONDS, A RADIUS OF 310.00 FEET, AND A LONG CHORD THAT BEARS NORTH 39 DEGREES 01 MINUTES 47 SECONDS EAST, A DISTANCE OF 103.73 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 104.22 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 23 MINUTES 54 SECONDS EAST, A DISTANCE OF 18.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 35 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 60 DEGREES 36 MINUTES 06 SECONDS EAST, A DISTANCE OF 3.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 23 MINUTES 54 SECONDS EAST, A DISTANCE OF 149.58 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 21 DEGREES 26 MINUTES 42 SECONDS EAST, A DISTANCE OF 20.35 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE

TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 237.562 ACRE TRACT;

THENCE, ALONG THE COMMON LINES OF SAID 164.659 ACRE TRACT AND SAID 237.562 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 61 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 52.83 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 60 DEGREES 36 MINUTES 06 SECONDS EAST, A DISTANCE OF 102.69 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 57 DEGREES 16 MINUTES 13 SECONDS EAST, A DISTANCE OF 54.75 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 54 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 52 DEGREES 16 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 49 DEGREES 33 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 46 DEGREES 50 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 41 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 38 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 35 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 33 DEGREES 20 MINUTES 46 SECONDS EAST, A DISTANCE OF 53.63 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 50 DEGREES 46 MINUTES 38 SECONDS EAST, A DISTANCE OF 113.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 39 DEGREES 13 MINUTES 22 SECONDS WEST, A DISTANCE OF 249.23 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 13 MINUTES 11 SECONDS, A RADIUS OF 209.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 32 DEGREES 36 MINUTES 46 SECONDS WEST, A DISTANCE OF 48.23 FEET

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 48.34 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 61 DEGREES 32 MINUTES 25 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 22 DEGREES 43 MINUTES 09 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 73 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39 DEGREES 30 MINUTES 20 SECONDS, A RADIUS OF 209.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 19 MINUTES 02 SECONDS EAST, A DISTANCE OF 141.61 FEET

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 144.45 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 67.18 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 21 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 24 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;



NORTH 65 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 205.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 270.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 21 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 24 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 305.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 130.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 32.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 305.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 29.312 ACRES OF LAND.

Addendum E

Comparable Data



Land Sales - 40' Frontage Lots



Location & Property Identification

Property Name: Solterra, Phase 1B - 40' Lots
 Sub-Property Type: Residential, Finished SFR Lots
 Address: 14 Hazel Lily Run
 City/State/Zip: Mesquite, TX 75181
 County: Dallas
 Submarket: Mesquite
 Market Orientation: Suburban
 Property Location: Northwest corner of Hazel Lily Run and Harmony Pine Way
 IRR Event ID: 3235747



Sale Information

Sale Price: \$70,517
 Effective Sale Price: \$70,517
 Sale Date: 05/01/2024
 Sale Status: Closed
 \$/Acre(Gross): \$639,900
 \$/Land SF(Gross): \$14.69
 \$/Unit (Potential): \$1,763 /Unit
 Grantor/Seller: HC Solterra LLC
 Grantee/Buyer: Weekley Homes LLC
 Property Rights: Fee Simple
 Financing: Cash to seller
 Terms of Sale Comments: The base lot price was set in June 2023 with an annual 7% escalation.
 Document Type: Deed
 Recording No.: 202400087886
 Verified By: Shelley Sivakumar
 Verification Date: 05/20/2024
 Confirmation Source: Huffines Communities
 Verification Type: Confirmed-Seller

Legal/Tax/Parcel ID: Solterra, Phase 1B, Block S, Lot 14/Tax ID 391945500S0140000
 Acres(Gross): 0.11
 Land-SF(Gross): 4,800
 No. of Units (Potential): 40
 Shape: Rectangular
 Topography: Level
 Corner Lot: Yes
 Frontage Desc.: 40' x 120'
 Zoning Code: PD
 Zoning Desc.: Planned Development
 Flood Plain: No
 Utilities: Water Public, Sewer
 Source of Land Info.: Public Records

Comments

Lots in this master-planned development are within a PID and are in the Mesquite ISD.

Improvement and Site Data



Location & Property Identification

Property Name: Waterscape PID, IA #4 (Phase 3B) - 40' Lots

Sub-Property Type: Residential, Finished SFR Lots

Address: Southwest side of Crenshaw Road, southeast of FM-548

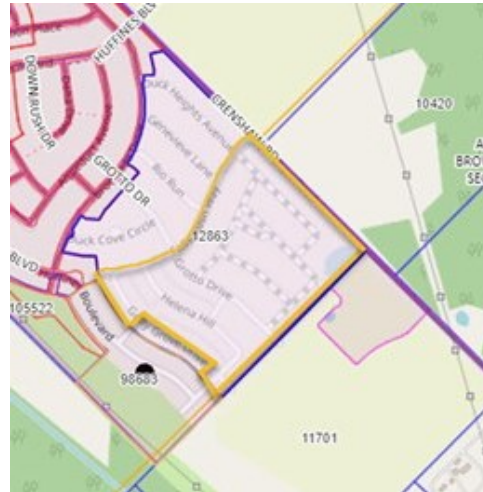
City/State/Zip: Royse City, TX 75189

County: Rockwall

Submarket: RoyseCity

Market Orientation: Suburban

IRR Event ID: 3225892



Sale Information

Sale Price: \$66,000

Effective Sale Price: \$66,000

Sale Date: 06/30/2024

Sale Status: In-Contract

\$/Acre(Gross): \$598,911

\$/Land SF(Gross): \$13.75

\$/Unit (Potential): \$1,650 /Unit

Grantor/Seller: HC Royse 548 LLC

Grantee/Buyer: Highland Homes - Dallas, LLC

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set for substantial completion by 2Q2024. All lots are contracted with an annual 6% escalation plus additional fees.

Document Type: Contract of Sale

Verified By: Shelley Sivakumar

Verification Date: 02/07/2024

Confirmation Source: Barry Jameson (972-347-6414)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Tax ID 12863 as vacant land

Acres(Gross): 0.11

Land-SF(Gross): 4,800

No. of Units (Potential): 40

Shape: Rectangular

Topography: Level

Frontage Feet: 40

Frontage Desc.: 40' x 120'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

Lots in Phase 3B are nearing completion and are located within the Waterscape PID, IA #4. All lots are within the Royse City ISD.

Location & Property Identification

Property Name:	Creekside, Phase 1B - 40' Lots
Sub-Property Type:	Residential, Single Family Residence Site
Address:	2805 Troon Street
City/State/Zip:	Royse City, TX 75189
County:	Collin
Submarket:	RoyseCity
Market Orientation:	Suburban
IRR Event ID:	2892453



Sale Information

Sale Price:	\$70,000
Effective Sale Price:	\$70,000
Sale Date:	01/23/2023
Sale Status:	Closed
\$/Acre(Gross):	\$662,879
\$/Land SF(Gross):	\$15.22
\$/Unit (Potential):	\$1,750 /Unit
Grantor/Seller:	HT HWY 66 Development LP
Grantee/Buyer:	UnionMain Homes, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale Comments:	The base lot price was set at \$70,000/lot at substantial completion with an annual 6% escalation.
Document Type:	Deed
Recording No.:	2023000008723
Verified By:	Shelley Sivakumar
Verification Date:	10/03/2023
Confirmation Source:	Carson Nunnally - Hines
Verification Type:	Confirmed-Seller

Legal/Tax/Parcel ID:	Creekside, Phase 1B, Block H, Lot 9/Tax ID 2855174
Acres(Gross):	0.11
Land-SF(Gross):	4,600
No. of Units (Potential):	40
Shape:	Rectangular
Topography:	Level
Frontage Feet:	40
Frontage Desc.:	40' x 115'
Zoning Code:	Development Agreement
Zoning Desc.:	Development Agreement
Flood Plain:	No
Utilities:	Water Public, Sewer
Utilities Desc.:	Creekside Public Improvement District
Source of Land Info.:	Engineering Report

Comments

Lots in this development are located in the Royse City ISD.

Improvement and Site Data

Creekside, Phase 1B - 40' Lots



Location & Property Identification

Property Name: Wyndham Ridge - 40' Lots
 Sub-Property Type: Residential, Single Family Residence Site
 Address: West side of Sachse Road, east of Highland Road
 City/State/Zip: Wylie, TX 75098
 County: Collin
 Submarket: Wylie
 Market Orientation: Suburban
 IRR Event ID: 2785952



Sale Information

Sale Price: \$80,000
 Effective Sale Price: \$80,000
 Sale Date: 10/19/2023
 Sale Status: Closed
 \$/Acre(Gross): \$757,576
 \$/Land SF(Gross): \$17.39
 \$/Acre(Usable): \$757,576
 \$/Land SF(Usable): \$17.39
 \$/Unit (Potential): \$2,000 /Unit
 Grantor/Seller: Richard M. Skorburg Interests, Inc.
 Grantee/Buyer: Meritage Homes of Texas LLC
 Property Rights: Fee Simple
 Financing: Cash to seller
 Terms of Sale Comments: The base lot price was set at \$80,000/lot for substantial completion by October 2023 with an annual 6.0% escalation.

Document Type: Deed
 Recording No.: 2023000121336
 Verified By: Shelley Sivakumar
 Verification Date: 10/30/2023

Confirmation Source: Bryan Holland (Skorburg Co.)
 Verification Type: Confirmed-Other

Improvement and Site Data

Legal/Tax/Parcel ID: Under construction/Tax ID 2120884 (vacant land)
 Acres(Usable/Gross): 0.11/0.11
 Land-SF(Usable/Gross): 4,600/4,600
 Usable/Gross Ratio: 1.00
 No. of Units (Potential): 40
 Shape: Rectangular
 Topography: Level
 Frontage Desc.: 40' x 115'
 Zoning Code: PD
 Zoning Desc.: Planned Development
 Flood Plain: No
 Utilities: Water Public, Sewer
 Source of Land Info.: Public Records

Comments

These lots are located in the Wylie ISD.

Location & Property Identification

Property Name:	Manors at Woodbridge - 40' Lots
Sub-Property Type:	Residential, Single Family Residence Site
Address:	West side of Woodbridge Parkway, south of Hensley Lane
City/State/Zip:	Wylie, TX 75098
County:	Collin
Submarket:	Wylie
Market Orientation:	Suburban
Property Location:	2705 Woodland Court
IRR Event ID:	2783028



Sale Information

Sale Price:	\$77,500
Effective Sale Price:	\$77,500
Sale Date:	07/20/2023
Sale Status:	Closed
\$/Acre(Gross):	\$767,327
\$/Land SF(Gross):	\$17.61
\$/Acre(Usable):	\$767,327
\$/Land SF(Usable):	\$17.61
\$/Unit (Potential):	\$1,938 /Unit
Grantor/Seller:	Manors at Woodbridge, LTD
Grantee/Buyer:	Megatel Homes, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale Comments:	The base lot price was set at \$77,500/lot at substantial completion in July 2023 with an annual escalation set at 6.0%.

Document Type:	Deed
Recording No.:	2023000083658
Verified By:	Shelley Sivakumar
Verification Date:	02/19/2024

Confirmation Source: Bryan Holland (214-888-8854)

Verification Type: Confirmed-Buyer

Improvement and Site Data

Legal/Tax/Parcel ID:	Manors at Woodbridge, Block B, Lot 54/Tax ID 289353
Acres(Usable/Gross):	0.10/0.10
Land-SF(Usable/Gross):	4,400/4,400
Usable/Gross Ratio:	1.00
No. of Units (Potential):	40
Shape:	Rectangular
Topography:	Level
Frontage Feet:	40
Frontage Desc.:	40' x 110'
Zoning Code:	PD
Zoning Desc.:	Planned Development
Flood Plain:	No
Utilities:	Water Public, Sewer
Source of Land Info.:	Engineering Report

Comments

This development was platted and developed with 90 lots on 11.835 acres. Lots in this development are located in

Comments (Cont'd)

the Wylie ISD.



Land Sales - 50' Frontage Lots



Location & Property Identification

Property Name: Solterra, Phase 1B - 50' Lots
Sub-Property Type: Residential, Finished SFR Lots

Address: 12 Jasper Meadow
City/State/Zip: Mesquite, TX 75181
County: Dallas
Submarket: Mesquite
Market Orientation: Suburban
Property Location: West side of Jasper Meadow,
north of Sapphire Run

IRR Event ID: 3235759



Sale Information

Sale Price: \$81,637
Effective Sale Price: \$81,637
Sale Date: 05/08/2024
Sale Status: Closed
\$/Acre(Gross): \$592,861
\$/Land SF(Gross): \$13.61
\$/Unit (Potential): \$1,633 /Unit
Grantor/Seller: HC Solterra LLC
Grantee/Buyer: Highland Homes - Dallas, LLC
Property Rights: Fee Simple
Financing: Cash to seller
Terms of Sale Comments: The base lot price was set at \$77,000/lot for completion in June 2023 with an annual 7% escalation.

Document Type: Deed
Recording No.: 202400090207
Verified By: Shelley Sivakumar
Verification Date: 05/20/2024
Confirmation Source: Huffines Communities
Verification Type: Confirmed-Seller

Legal/Tax/Parcel ID: Solterra, Phase 1D, Block K,
Lot 12/Tax ID
391945500K0120000
Acres(Gross): 0.14
Land-SF(Gross): 6,000
No. of Units (Potential): 50
Shape: Rectangular
Topography: Level
Corner Lot: No
Frontage Desc.: 50' x 120'
Zoning Code: PD
Zoning Desc.: Planned Development
Flood Plain: No
Utilities: Water Public, Sewer
Source of Land Info.: Public Records

Comments

Lots in this master-planned development are located within a PID and are in the Mesquite ISD.

Improvement and Site Data

Solterra, Phase 1B - 50' Lots



Location & Property Identification

Property Name: Waterscape PID, IA #4 (Phase 3B) - 50' Lots

Sub-Property Type: Residential, Finished SFR Lots

Address: Southwest side of Crenshaw Road, southeast of FM-548

City/State/Zip: Royse City, TX 75189

County: Rockwall

Submarket: RoyseCity

Market Orientation: Suburban

IRR Event ID: 3225836



Sale Information

Sale Price: \$80,000

Effective Sale Price: \$80,000

Sale Date: 06/01/2024

Sale Status: In-Contract

\$/Acre(Gross): \$580,973

\$/Land SF(Gross): \$13.33

\$/Unit (Potential): \$1,600 /Unit

Grantor/Seller: HC Royse 548 LLC

Grantee/Buyer: HMH Lifestyles, LP

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set for substantial completion by 2Q2024. The lot price represents a bulk price for 26 50' lots.

Document Type: Contract of Sale

Verified By: Shelley Sivakumar

Verification Date: 02/07/2024

Confirmation Source: Barry Jameson (972-347-6414)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Tax ID 12863 as vacant land

Acres(Gross): 0.14

Land-SF(Gross): 6,000

No. of Units (Potential): 50

Shape: Rectangular

Topography: Level

Frontage Feet: 50

Frontage Desc.: 50' x 120'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

Lots in Phase 3B are located in the Waterscape PID, IA #4. This represents a bulk purchase of 26 lots with 50' frontages. All lots are located in the Royse City ISD.

Location & Property Identification

Property Name: Creekside PID, IA #2 (Phase 2B) - 50' Lots

Sub-Property Type: Residential, Finished SFR Lots

Address: Northwest of SH-66 at River Bend Road

City/State/Zip: Royse City, TX 75189

County: Collin

Submarket: RoyseCity

Market Orientation: Suburban

IRR Event ID: 3225814



Sale Information

Sale Price: \$83,750

Effective Sale Price: \$83,750

Sale Date: 06/01/2024

Sale Status: In-Contract

\$/Acre(Gross): \$663,104

\$/Land SF(Gross): \$15.23

\$/Unit (Potential): \$1,675 /Unit

Grantor/Seller: HT Hwy 66 Development, LP

Grantee/Buyer: William Ryan Homes Texas, Inc.

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set for substantial completion by 2Q2024. Lots are contracted with an annual 6% escalation plus additional fees.

Document Type: Contract of Sale

Verified By: Shelley Sivakumar

Verification Date: 02/09/2024

Confirmation Source: Doug Wolfe (972-742-0393)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Part of Tax ID 2805420 as vacant land

Acres(Gross): 0.13

Land-SF(Gross): 5,500

No. of Units (Potential): 50

Shape: Rectangular

Topography: Level

Frontage Feet: 50

Frontage Desc.: 50' x 110'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Date: 06/02/2009

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

Lots in Phase 2B are part of the Creekside PID nearing completion. All lots are located in the Royse City ISD.



Location & Property Identification

Property Name:	Liberty Crossing, Phase 1 - 50' Lots
Sub-Property Type:	Residential, Finished SFR Lots
Address:	Southwest corner of E. Old Greenville Road and Cemetery Road
City/State/Zip:	Royse City, TX 75189
County:	Rockwall
Submarket:	RoyseCity
Market Orientation:	Suburban
Property Location:	East side of Kansas Street
IRR Event ID:	3047615



Sale Information

Sale Price:	\$75,000
Effective Sale Price:	\$75,000
Sale Date:	10/13/2023
Sale Status:	Closed
\$/Acre(Gross):	\$544,662
\$/Land SF(Gross):	\$12.50
\$/Unit (Potential):	\$1,500 /Unit
Grantor/Seller:	Liberty Crossing Land, LLC
Grantee/Buyer:	DR Horton -Texas LTD
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale Comments:	This lot sale is part of a bulk sale of 38 lots at \$75,000/lot (\$1,500/FF) at substantial completion in October 2023.
Document Type:	Deed
Recording No.:	20230000017317
Verified By:	Shelley Sivakumar
Verification Date:	12/08/2023
Confirmation Source:	Pfilip Hunt (972-834-3472)
Verification Type:	Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID:	Liberty Crossing, Phase 1, Lot 31, Block H/Tax ID 332944
Acres(Gross):	0.14
Land-SF(Gross):	6,000
No. of Units (Potential):	50
Shape:	Rectangular
Topography:	Level
Frontage Feet:	50
Frontage Desc.:	50' x 120'
Zoning Code:	PD
Zoning Desc.:	Planned Development
Flood Plain:	No
Utilities:	Water Public, Sewer
Utilities Desc.:	Liberty Crossing Public Improvement District
Source of Land Info.:	Engineering Report

Comments

Lots in this development are located in a public improvement district. Lots are located in the Royse City ISD.

Comments (Cont'd)



Location & Property Identification

Property Name: Clearview Ranch, Phase 1 South - 50' Lots

Sub-Property Type: Residential, Single Family Residence Site

Address: East side of FM-1777, south of CR-677

City/State/Zip: Royse City, TX 75189

County: Collin

Submarket: RoyseCity

Market Orientation: Suburban

IRR Event ID: 3235579



Sale Information

Sale Price: \$81,000

Effective Sale Price: \$81,000

Sale Date: 09/30/2024

Sale Status: In-Contract

\$/Acre(Gross): \$588,235

\$/Land SF(Gross): \$13.50

\$/Unit (Potential): \$1,620 /Unit

Grantor/Seller: Clearview Ranch Land, LLC

Grantee/Buyer: DRHI, Inc.

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set at \$81,000/lot for substantial completion expected by September 2024. The lot price was discounted as the lots are contracted on an accelerated takedown schedule (within 4 months for 73 - 50' lots).

Document Type: Contract of Sale

Verified By: Shelley Sivakumar

Verification Date: 05/20/2024

Confirmation Source: Gary Erlemann (gary.erlemann@S2LD.com)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: John W. Foote Survey, Abstract No. 333/Tax ID 2893224 as vacant land

Acres(Gross): 0.14

Land-SF(Gross): 6,000

No. of Units (Potential): 50

Shape: Rectangular

Topography: Level

Frontage Desc.: 50' x 120'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

Lots in this phase of development are within the Royse City ISD. The property is within the Clearview Ranch PID, IA #1.



APPENDIX F

PID REIMBURSEMENT AGREEMENT

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
(IMPROVEMENT AREA C-3)**

This Solterra Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Mesquite, Texas (the “City”) and HC Solterra, LLC, a Texas limited liability company, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of July 17, 2023 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Solterra Public Improvement District Service and Assessment Plan*, dated as of the date of its approval, as to be adopted by the City Council of the City, as the same may be amended, supplemented, and updated from time to time (the “Service and Assessment Plan”) approved on the Effective Date hereof; and

WHEREAS, on April 5, 2021 the City Council passed and approved a resolution creating the Solterra Public Improvement District (the “District”) covering approximately 1,424.398 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain “Solterra Development Agreement,” executed by and between the Developer, and the City effective October 19, 2020, that “First Amendment to Development Agreement” effective March 15, 2021, and that “Second Amendment to the Development Agreement” effective February 20, 2023 (collectively, the “Development Agreement”); and

WHEREAS, the District Property is being developed in phases (each an “Improvement Area”) within larger “Improvement Zones,” and special assessments for each Improvement Area have been or will be levied against the Assessed Property (as to be defined in the Service and Assessment Plan) within such Improvement Area to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such Improvement Area; and

WHEREAS, certain public improvements as to be identified in a Service and Assessment Plan are to be constructed for the benefit of the District Property being developed as “Improvement Area C-3” of the District (the “Improvement Area C-3 Projects” to serve Improvement Area C-3; and

WHEREAS, the City Council intends to pass and approve one or more ordinances (each an “Assessment Ordinance”) which, among other things, shall approve the final Service and Assessment Plan and any amendments thereto, (including the Improvement Area C-3 Assessment Roll), and shall levy assessments on property within Improvement Area C-3 (the “Improvement Area C-3 Assessments”) and shall establish the dates upon which interest on assessments will begin to accrue and collection of such assessments will begin; and

WHEREAS, the Service and Assessment Plan shall identify the Actual Costs of the Improvement Area C-3 Projects (plus financing costs as set forth in the Service and Assessment Plan) (the “Improvement Area C-3 Improvement Costs) that are to be assessed against the Assessed Property in Improvement Area C-3 (the “Improvement Area C-3 Assessed Property”); and

WHEREAS, the Service and Assessment Plan shall allocate the Improvement Area C-3 Improvement Costs to the Improvement Area C-3 Assessed Property; and

WHEREAS, the Improvement Area C-3 Assessments will be reflected on an Improvement Area C-3 Assessment Roll, as approved by the City Council; and

WHEREAS, all revenue received and collected by the City from the collection of the Improvement Area C-3 Assessments (the “Improvement Area C-3 Assessment Revenue”) shall be deposited into a separate assessment account for Improvement Area C-3, that is separate from all other funds of the City (the “Improvement Area C-3 Assessment Fund”); and

WHEREAS, prior to the issuance of assessment revenue bonds issued with a pledge of such Improvement Area C-3 Assessment Revenue (“Future Improvement Area C-3 Bonds”), the Improvement Area C-3 Assessment Revenue deposited into the Improvement Area C-3 Assessment Fund shall be used to reimburse Developer and its assigns for the Improvement Area C-3 Projects Costs advanced in a principal amount as set forth in the Service and Assessment Plan but not to exceed \$9,526,606; and

WHEREAS, upon the issuance of Future Improvement Area C-3 Bonds, the Improvement Area C-3 Assessment Revenue deposited into the Improvement Area C-3 Assessment Fund shall be used for the payment of debt service on Future Improvement Area C-3 Bonds in accordance with a trust indenture relating to such Future Improvement Area C-3 Bonds (the “Improvement Area C-3 Bond Indenture”)

WHEREAS, this Reimbursement Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the PID Act; and

WHEREAS, at the discretion of the City and in accordance with the Development Agreement, the Developer and City may amend this Agreement and the Development Agreement

as determined necessary by City's bond counsel for issuance of any Future Improvement Area C-3 Bonds, for compliance with applicable law and for compliance with the obligations of the Parties under this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Improvement Area C-3 Improvement Costs paid by the Developer as set forth in the Service and Assessment Plan that were within budgeted costs, plus interest on the unpaid balance as set forth in Section 2(c) below, in accordance with the terms of this Reimbursement Agreement for the term set forth herein, in principal amounts as set forth in the Service and Assessment Plan, such amounts not to exceed (i) \$9,526,606 (the "Improvement Area C-3 Reimbursement Amount"), plus interest accrued as provided herein and in the Service and Assessment Plan. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Improvement Area C-3 Assessment Fund". The Improvement Area C-3 Reimbursement Amount is payable from Improvement Area C-3 Assessment Revenue to be deposited in the Improvement Area C-3 Assessment Fund as described below and in accordance with this Reimbursement Agreement and the Development Agreement.
 - a. The Improvement Area C-3 Reimbursement Amount is payable solely from: (i) the Improvement Area C-3 Assessment Revenue received and collected by the City and deposited into the Improvement Area C-3 Assessment Fund; (ii) the net proceeds (after funding reserve funds, and the payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series Future Improvement Area C-3 Bonds issued by the City in accordance with the terms of the Development Agreement and secured by the Improvement Area C-3 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above.

- b. The Improvement Area C-3 Assessment Revenue shall be received, collected and deposited into the Improvement Area C-3 Assessment Fund, subject to the following limitations:
- i. Calculation of the Improvement Area C-3 Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the Service and Assessment Plan.
 - ii. The Improvement Area C-3 Assessments shall accrue interest at the rates set forth in this (iv) immediately below. Interest shall continue on the unpaid principal amount of the Improvement Area C-3 Assessments for a Lot until the earlier of (i) 30 years or the time period set forth in the Service and Assessment Plan, or (ii) the issuance of any Future Improvement Area C-3 Bonds, or (iii) in the event the Future Improvement Area C-3 Bonds are not issued, until the Improvement Area C-3 Reimbursement Amount is paid in full pursuant to this Reimbursement Agreement, or (iv) termination of this Reimbursement Agreement.
 - iii. The Developer and its assigns shall be reimbursed in an Improvement Area C-3 Reimbursement Amount as set forth in the Service and Assessment Plan, such amount not to exceed the principal amount of \$9,526,606 plus interest for the time period as both are set forth in the Service and Assessment Plan, from the Improvement Area C-3 Assessment Fund and as allowed under this Section. The Improvement Area C-3 Reimbursement Amount as set forth in the Service and Assessment Plan shall control over any amount set forth in this Agreement.
 - iv. The unpaid Improvement Area C-3 Reimbursement Amount shall bear simple interest per annum beginning on the date and at the rate of 6.92% for the first five (5) years and 5.92% for the remaining twenty-five (25) years of the assessment, as set forth in the Service and Assessment Plan and shall comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Upon the issuance of Future Improvement Area C-3 Bonds for the payment of the Improvement Area C-3 Improvement Costs, the Assessments shall bear interest at the rate of the Future Improvement Area C-3 Bonds plus additional interest as set forth in the Service and Assessment Plan, and interest on the Improvement Area C-3 Reimbursement Amount pursuant to this section shall cease.

3. The Improvement Area C-3 Reimbursement Amount, plus the interest as described in Section 2(c)(ii) above, are collectively, the “Improvement Area C-3 Unpaid Balance.” The Improvement Area C-3 Unpaid Balance is secured by and payable solely from the Improvement Area C-3 Assessment Revenue received and collected by the City and deposited into the Improvement Area C-3 Assessment Fund, subject to Section 4 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Improvement Area C-3 Unpaid Balance, even if the Improvement Area C-3 Unpaid Balance is not paid in full by the Maturity Date. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Improvement Area C-3 Assessment Revenue received, collected and deposited into the Improvement Area C-3 Assessment Fund or from Future Improvement Area C-2 Bonds. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the PID and the enforcement and collection of taxes and Assessments, and all other covenants provided therein. The City will take and pursue all actions permissible under the PID Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States as the same may be amended, collectively the “Applicable Laws”) to cause the Improvement Area C-3 Assessments to be collected and the liens related to such Improvement Area C-3 Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area C-3 Assessments for so long as an Improvement Area C-3 Unpaid Balance remains outstanding under this Reimbursement Agreement. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area C-3 Assessment Revenue and, as a result, is unable to make transfers from the Improvement Area A-1 Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.
4. If Future Improvement Area C-3 Bonds are issued to reimburse the costs of the Improvement Area C-3 Projects, the net proceeds of such Future Improvement Area A-1 Bonds shall be used, from time to time, first to pay the Improvement Area C-3 Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Improvement Area C-3 Projects and then to pay all or any portion of any Improvement Area C-3 Improvement Costs, as set forth in the Service and Assessment Plan.
5. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Improvement Area C-3 Improvement Costs as set forth in the Service and Assessment

Plan. If the Improvement Area C-3 Improvement Costs are less than the amounts set forth in Service and Assessment Plan, the Developer shall not be entitled to such excess amounts. The Parties acknowledge that upon the issuance of Future Improvement Area C-3 Bonds, the payment of bond proceeds to the Developer for reimbursement of the costs of the Improvement Area C-3 Projects, and for any costs incurred in the administration and operation of the District, shall be as set forth in and subject to the terms and provisions of the Improvement Area C-3 Bond Indenture relating to the Future Improvement Area C-3 Bonds, including the form of a certification for payment (a "Certification for Payment") as provided in the Improvement Area C-3 Bond Indenture.

6. The Developer represents and warrants that it will not request payment with respect to any Improvement Area C-3 Improvement Costs that are not part of the Improvement Area C-3 Projects identified in the Service and Assessment Plan and it will follow all procedures set forth herein or in the applicable Indenture with respect to Certification for Payments.
7. Payment of amounts due pursuant to this Reimbursement Agreement shall be after the City's acceptance of the Improvement Area C-3 Projects, pursuant to the City's customary process, and submittal of sufficient documentation as reasonably determined by the City's PID Administrator that reflect the Improvement Area C-3 Improvement Costs paid by Developer (a "Reimbursement Payment Request") in a form acceptable to the City and the City's PID Administrator. Upon the issuance of Future Improvement Area C-3 Bonds, payment of the Improvement Area C-3 Projects Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture.
8. 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 in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Improvement Area C-3 Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the contact information as set forth in Section 18 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against

the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two (2) parties. The City shall not make any representations or execute any consent to any assignment of this Reimbursement Agreement or any Improvement Area C-3 Assessment Revenues received hereunder.

9. The Developer represents that it is in compliance with all of its obligations required by the Development Agreement, and the City's ordinances and regulations.
10. The Developer represents that it has submitted and has or will obtain approval of the applicable construction plans for the Improvement Area C-3 Projects from the appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. Nothing in this Reimbursement Agreement shall be construed as a grant of any development permit approval. The Developer further agrees that, subject to the terms hereof and of the Development Agreement, the Improvement Area C-3 Projects constructed by the Developer have been or will be constructed in full compliance with approved construction plans and are or will be consistent with the Development Agreement and that the Developer shall supply the City with complete as-built plans upon final completion (meaning when the Improvement Area C-3 Improvements have been completed in accordance with the applicable City regulations and City approved plans and are ready for dedication to the City) of each Improvement Area C-3 Improvement constructed by or on behalf of the Developer.
11. The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area C-3 Improvement, and, upon completion, inspection and acceptance, convey each such Improvement Area C-3 Improvement to the City in accordance with the terms of this Reimbursement Agreement and the Development Agreement, even if there are insufficient funds in the Project Fund of the Improvement Area C-3 Bond Indenture (in the event Future Improvement Area C-3 Bonds are issued) or in the Improvement Area C-3 Assessment Fund to pay the costs thereof. In any event, this Reimbursement Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval which the Developer or and land within the District is subject, with respect to the Improvement Area C-3 Projects, required in connection with the development of the land within the PID.
12. Within twenty (20) business days of receipt of any Reimbursement Payment Request, the City's PID Administrator shall either (i) approve and execute the Reimbursement Payment Request and forward the same to the City for payment (from those funds available in the Improvement Area C-3 Assessment Fund or (ii) in the event the City's PID Administrator

disapproves the Reimbursement Payment Request, give written notification to the Developer of such disapproval, in whole or in part, of such Reimbursement Payment Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Payment Request. If a Reimbursement Payment Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Payment Request is approved and shall process such partially approved Reimbursement Payment Request for payment. [City Attorney Review of mediation language}

13. Within twenty (20) business days of receipt of any completed and correct Certificate for Payment required under the Improvement Area C-3 Bond Indenture, the City's PID Administrator shall either (i) approve and forward for City execution, the Certificate for Payment and then forward the same to the Trustee for payment, or (ii) in the event the City's PID Administrator disapproves the Certificate for Payment, give written notification to the Developer of such disapproval, in whole or in part, of such Certificate for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certificate for Payment. If a Certificate for Payment seeking reimbursement is approved only in part, the City shall specify the extent to which the Certificate for Payment is approved and shall deliver such partially approved Certificate for Payment to the Trustee for the Improvement Area C-3 Trust Indenture for payment. If the Parties are unable to resolve the disputed amount, the denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City's PID Administrator. Denial of the Reimbursement Payment Request by the City Council shall be attempted to be resolved by half-day mediation between the Parties in the event an agreement is not otherwise reached by the Parties, with the mediator's fee being paid by the Developer.
14. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area C-3 Assessment Fund, and such obligations 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 the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
15. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Improvement Area C-3 Projects. The obligations of

Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be construed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.

16. The Developer shall furnish to the City a preliminary title report for land Improvement Area C-1 Improvements that are to be acquired and accepted by, but has not been previously conveyed to, the City for review and approval at least thirty (30) calendar days prior to the transfer of title of a Improvement Area C-3 Improvement.
17. 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, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Dallas County, Texas.
18. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (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; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: Attn: Cliff Keheley
 Mesquite City Manager
 PO Box 850137
 Mesquite, TX 75185-0137
 ckeheley@cityofmesquite.com

With a copy to: Attn: City Attorney
 Mesquite City Attorney
 PO Box 850137
 Mesquite, TX 75185-0137

To the Developer: Attn: Phillip Huffines
 8200 Douglas Avenue, Suite 300
 Dallas, Texas 75525

pwh@huffinescommunities.com

With a copy to: Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218
misty.ventura@svlandlaw.com

19. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Improvement Area C-3 Assessments contrary to the provisions of the PID Act.
20. 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 non-performing 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 at least 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 thirty (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 period of not to exceed thirty (30) days so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure or Default by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure or Default by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

- b. Notwithstanding the foregoing, the following are Events of Default under this Reimbursement Agreement:
- i. The Developer shall fail to pay to the City any monetary sum hereby required of it pursuant to the Development Agreement as and when the same shall become due and payable and shall not cure such Default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Reimbursement Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Reimbursement Agreement or the Development Agreement;
 - ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) days after written notice thereof is given by the City to the Developer;
 - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's, rights;
 - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;
 - vi. The failure by Developer or any Affiliate to pay any taxes or Assessments on property owned by the Developer and/or any Affiliates within the District or in the TIRZ (as defined in the Development Agreement), if such failure is not cured within thirty (30) days
 - vii. The Developer is in default under the Development Agreement after the expiration of any applicable cure period following written notice, if such written notice is required under the terms of the Development Agreement or
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
 - d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in the Development Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
 - e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
 - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
21. **THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND IF ANY, INDEMNIFY AND HOLD HARMLESS THE CITY'S THIRD PARTY INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE**

DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE IMPROVEMENT AREA C-3 PROJECTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.

22. To the extent there is a conflict between this Reimbursement Agreement and an Improvement Area C-3 Bond Indenture securing the Future Improvement Area C-3 Bonds, the Improvement Area C-3 Bond Indenture shall control as the provisions relate to the Improvement Area C-3 Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.
23. 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.
24. 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 Developer to enforce its remedies under this Reimbursement Agreement.
25. Nothing in this Reimbursement Agreement, express 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 the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
26. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.

27. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
28. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Reimbursement Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
29. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
30. The term of this Reimbursement Agreement with respect to the Improvement Area C-3 Reimbursement Amount is the earlier of (i) one year following the last Annual Installment of an Improvement Area C-3 Assessment is collected, (ii) the payment or redemption of the Improvement Area C-3 Reimbursement Amount, or (iii) termination pursuant to an Event of Default, whichever occurs first. If the Developer defaults under the Development Agreement or this Reimbursement Agreement, the Development Agreement nor this Reimbursement Agreement shall not terminate with respect to the costs of the Improvement Area C-3 Projects that have been approved by the City pursuant to an approved Certification for Payment or Reimbursement Payment Request prior to the date of default. Upon the expiration of the term of this Reimbursement Agreement pursuant to this Section, this Reimbursement Agreement shall terminate with respect to any reimbursements for Improvement Area C-3 Projects.

31. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
32. Employment of Undocumented Workers. During the term of the Reimbursement Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.
33. 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, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. 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 Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
34. The Developer hereby 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. The Developer understands

“affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

35. Firearms. 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 during the term of this Reimbursement Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (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. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., 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 (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a 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. 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 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

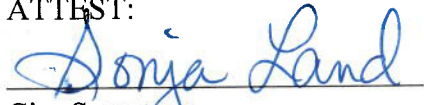
36. Petroleum. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby 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 Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” 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 to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. 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 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.
37. Affiliate. As used in Sections 37 through 40, 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.
38. Submitted herewith 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 system not later than the 30th day after 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 Developer; and, neither the City nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

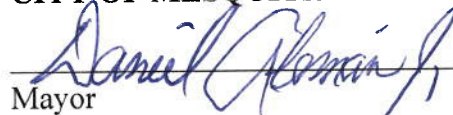
Executed by Developer and City to be effective on the Effective Date.

ATTEST:



City Secretary

CITY OF MESQUITE



Mayor

APPROVED AS TO FORM



City Attorney

Developer:

HC Solterra, LLC,
a Texas limited liability company


By: 
Phillip Huffines, Managing Director
or
Donald Huffines, Managing Director

EXHIBIT A

REIMBURSEMENT REQUEST

(To be used if no Future Improvement Area C- 3 Bonds are outstanding and as may be modified by the City's PID administrator)

Reference is made to that certain Solterra Public Improvement District Reimbursement Agreement (Improvement Area C-3) (the "PID Reimbursement Agreement") by and between the City and HC Solterra, LLC a Texas limited liability company (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from Improvement Area C-3 Assessment Revenues in the amount of _____ (\$ _____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Improvement Area C-3 Projects within the Solterra Public Improvement District.

In connection with 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 Reimbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the attached Public Improvements to be paid from Improvement Area ____ Assessment Revenues 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 itemized amounts listed for the Improvement Area C-3 Projects in the attached spreadsheet and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Improvement Area C-3 Projects and such costs (i) are in compliance with the Development Agreement and the PID Reimbursement Agreement and (ii) are consistent with and within the cost identified for such Improvement Area C-3 Projects as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the PID Reimbursement Agreement, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the Solterra Public Improvement District and has no outstanding delinquencies.
6. All conditions set forth in the Reimbursement Agreement and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Improvement Area C-3 Projects included herein has been completed, and the City has inspected such Improvement Area C-3 Projects.

8. 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.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Improvement Area C-3 Projects identified may be paid until the work with respect to such Improvement Area C-3 Public Improvements (or segment) has been completed and the City has accepted such Improvement Area C-3 Public Improvements (or segment).

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.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Improvement Area C-3 Projects and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

[ATTACH SPREADSHEET IN FORM APPROVED BY CITY'S PID ADMINISTRATOR]

APPROVAL OF REQUEST

The City is in receipt of the attached Reimbursement Request, acknowledges the Reimbursement Request, and finds the Reimbursement Request to be in order. After reviewing the Reimbursement Request, the City approves the Reimbursement Request and authorizes and directs payment of the amounts set forth below from the appropriate account. The City’s approval of the Reimbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the PID Reimbursement Agreement, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Improvement Area C-3Improvements.

CITY OF MESQUITE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

**FIRST AMENDMENT TO SOLTERRA PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
(IMPROVEMENT AREA C-3)**

This First Amendment to Solterra Public Improvement District Reimbursement Agreement (Improvement Area C-3) dated October 7, 2024 (the "Effective Date"), is entered into between HC Solterra, LLC, a Texas limited liability company (the "Developer"), and the City of Mesquite, Texas (the "City"), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, the City and the Developer entered into that certain Solterra Public Improvement District Reimbursement Agreement (Improvement Area C-3) dated July 17, 2023 (the "Original Agreement") (the "Amendment"); and

WHEREAS, all capitalized terms used in this Amendment shall be defined as stated in the Agreement unless otherwise defined in this Amendment; and

WHEREAS, the Parties desire to add and amend certain provisions in the Agreement update certain statutory representations and other provisions; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.
2. Sections 33-37 of the Original Agreement are hereby deleted and replaced in their entirety with a new number 33 as follows:
3. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Reimbursement Agreement. As used in such verifications, "affiliate" means 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. Liability for breach of any such verification during the term of this Reimbursement Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Reimbursement Agreement, notwithstanding anything in this Reimbursement Agreement to the contrary.

- (i) *Not a Sanctioned Company.* 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, Government Code. The foregoing representation 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.
- (ii) *No Boycott of Israel.* 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. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- (iii) *No Discrimination Against Firearm Entities.* 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. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
- (iv) *No Boycott of Energy Companies.* 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

4. New Sections 34, 35 and 36 are hereby added to the Original Agreement as set forth below, and Section 38 is renumbered to section 37.

33. Choice of Law. This Agreement shall be governed by the laws of the State of Texas.

34. Out of State Issuer. This Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Agreement.

35. Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 26 of this Agreement in a form acceptable to the Texas Attorney General.
5. Ratification. The Parties acknowledge and agree that, except as amended herein, the Agreement is in full force and effect and is hereby ratified and confirmed. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall control.
6. Severability. In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.
8. Amendments. This Amendment may only be amended by a written agreement executed by both Parties.
9. Assignment. Developer may assign any right, title, interest or obligation under this Amendment in whole or in part in accordance with the Original Agreement.
10. Entire Agreement. This Amendment contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the Parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. EXECUTION PAGES FOLLOW.]

Executed by the City and the Developer to be effective on the Effective Date.

CITY OF MESQUITE

By: _____
Name: _____
Title: City Manager

ATTEST:

City Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____, City Manager of the City of Mesquite, a home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

[SIGNATURES CONTINUE ON NEXT PAGE]

Developer:

HC Solterra, LLC,
a Texas limited liability company

By: _____
Phillip Huffines, Managing Director
or
Donald Huffines, Managing Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____,
2024 by _____, Managing Director of HC Solterra, LLC, a Texas limited
liability company, on behalf of said company.

Notary Public, State of Texas

APPENDIX G

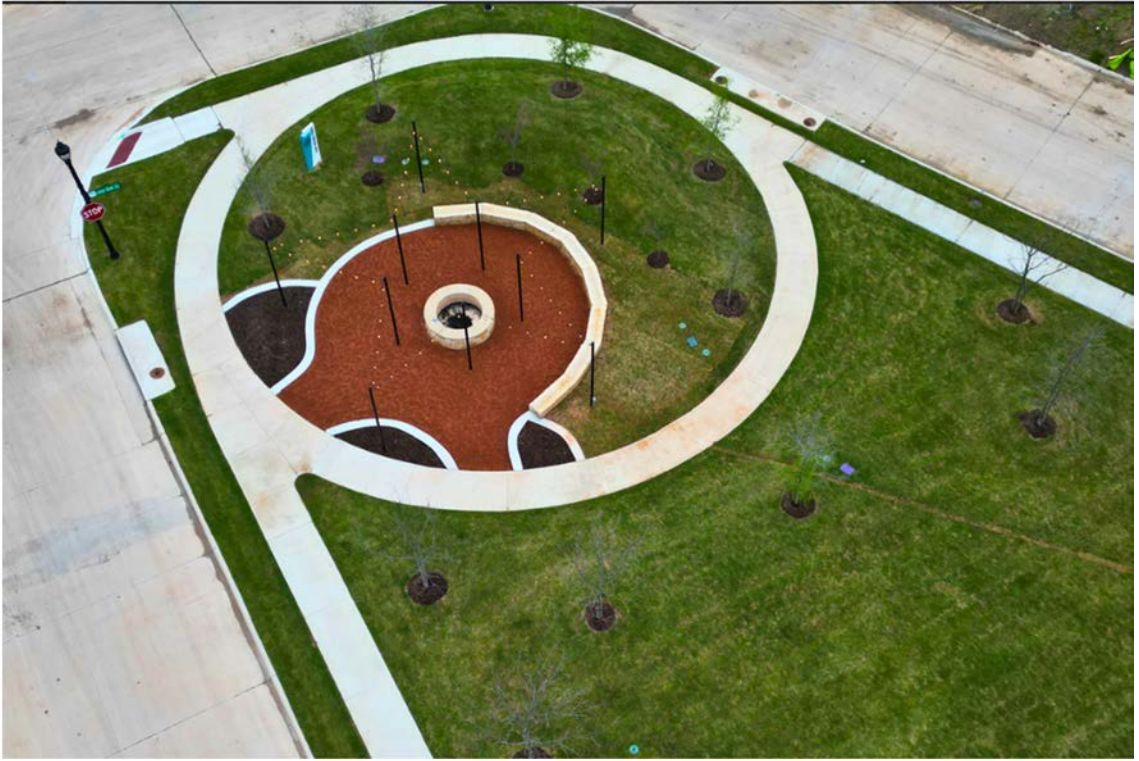
PHOTOGRAPHS OF COMPLETED DEVELOPMENT IN THE DISTRICT

(THIS PAGE IS INTENTIONALLY LEFT BLANK)





















MESQUITE

T E X A S[®]

Real. Texas. Flavor.

