

NEW ISSUE

NOT RATED

THE BONDS ARE INITIALLY OFFERED 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 UNDER THE SECURITIES ACT OF 1933). SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

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, and (ii) is not an item of tax preference for purposes of the alternative minimum tax on individuals. See “TAX MATTERS,” including information regarding potential alternative minimum tax consequences for corporations.



\$12,768,000*

CITY OF SEAGOVILLE, TEXAS,
(a municipal corporation of the State of Texas located in Dallas and Kaufman Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT AND IMPROVEMENT AREA #2 PROJECT)

Sale Date: June 16, 2025

Interest to Accrue from Closing Date (defined below)

Due: September 15, as shown on the inside cover

The City of Seagoville, Texas, Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #1 Project and Improvement Area #2 Project) (the “Bonds”), are being issued by the City of Seagoville, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$25,000 of principal amount and any integral multiple of \$1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, calculated on the basis of a 360-day year of twelve 30-day months, payable on each March 15 and September 15, commencing September 15, 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, as trustee (the “Trustee”), to Cede & Co. 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”), and an Indenture of Trust expected to be entered into by and between the City and the Trustee (the “Indenture”). ***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 or reimbursing a portion of the Actual Costs of the Improvement Area #1 Improvements and the Improvement Area #2 Improvements, (ii) funding the Bond Reserve Account of the Reserve Fund, (iii) paying for a portion of the costs incidental to the organization and administration of the District, and (iv) paying the costs of issuance of the Bonds. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS AND IMPROVEMENT AREA #2 IMPROVEMENTS” and “APPENDIX B – Form of Indenture.”

The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from a first lien on, security interest in, and pledge of the Trust Estate, consisting primarily of Assessments previously levied against Assessed Property in Improvement Area #1 and Improvement Area #2 of the District in accordance with a Service and Assessment Plan, all to the extent and upon the conditions described herein and in the Indenture. The Bonds are not payable from funds raised or to be raised from taxation. 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. The Underwriter is limiting this offering to Qualified Institutional Buyers and Accredited Investors. The limitation of the initial offering to Qualified Institutional Buyers and Accredited Investors does not denote restrictions on transfers in any secondary market for the Bonds. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds. See “BONDHOLDERS’ RISKS.”

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM A FIRST LIEN ON, SECURITY INTEREST IN, AND PLEDGE OF 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 TRUST ESTATE 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 ASSETS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY ASSETS OF THE CITY OTHER THAN THE TRUST ESTATE. SEE “SECURITY FOR THE BONDS.”

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

The Bonds are offered for delivery when, as, and if issued by the City and accepted by FMSbonds, Inc. (the “Underwriter”), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Bracewell LLP, Bond Counsel to the City, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX D – Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the City by its counsel, Nichols, Jackson, Dillard, Hager & Smith, L.L.P., for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP, and for the Developer by its counsel, Winstead PC. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about July 9, 2025 (the “Closing Date”).



* Preliminary, subject to change.

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

CUSIP Prefix: ^(a)

\$12,768,000*

CITY OF SEAGOVILLE, TEXAS,

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

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025

(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT

IMPROVEMENT AREA #1 PROJECT AND IMPROVEMENT AREA #2 PROJECT)

\$ _____ % Term Bonds, Due September 15, 20 __, Priced to Yield _____%; CUSIP Suffix: _____ ^{(a) (b) (c)}

\$ _____ % Term Bonds, Due September 15, 20 __, Priced to Yield _____%; CUSIP Suffix: _____ ^{(a) (b) (c)}

^(a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City's Financial Advisor or the Underwriter takes any responsibility for the accuracy of such numbers.

^(b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, pursuant to the terms and at the redemption prices set forth herein under "DESCRIPTION OF THE BONDS – Redemption Provisions."

^(c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as set forth herein under "DESCRIPTION OF THE BONDS – Redemption Provisions."

* Preliminary, subject to change.

CITY OFFICIALS, STAFF AND CONSULTANTS

ELECTED OFFICIALS

<u>City Council</u>	<u>Term Expires (May)</u>
Dennis K. Childress Mayor	2027
Rick Howard Councilmember, Place 1	2026
Jose Hernandez Councilmember, Place 2	2027
Harold Magill Councilmember, Place 3	2026
Allen Grimes Councilmember, Place 4	2027
Jon Epps Councilmember, Place 5 Mayor Pro Tem	2026

SELECTED ADMINISTRATIVE STAFF

<u>Name</u>	<u>Position</u>
Cindy Brown	Interim City Manager
Sara Egan	City Secretary
Gail French	Finance Director

PID ADMINISTRATOR

P3Works, LLC

FINANCIAL ADVISOR TO THE CITY

Hilltop Securities Inc.

BOND COUNSEL

Bracewell LLP

CITY'S COUNSEL

Nichols, Jackson, Dillard, Hager & Smith, L.L.P.

UNDERWRITER'S COUNSEL

Orrick, Herrington & Sutcliffe LLP

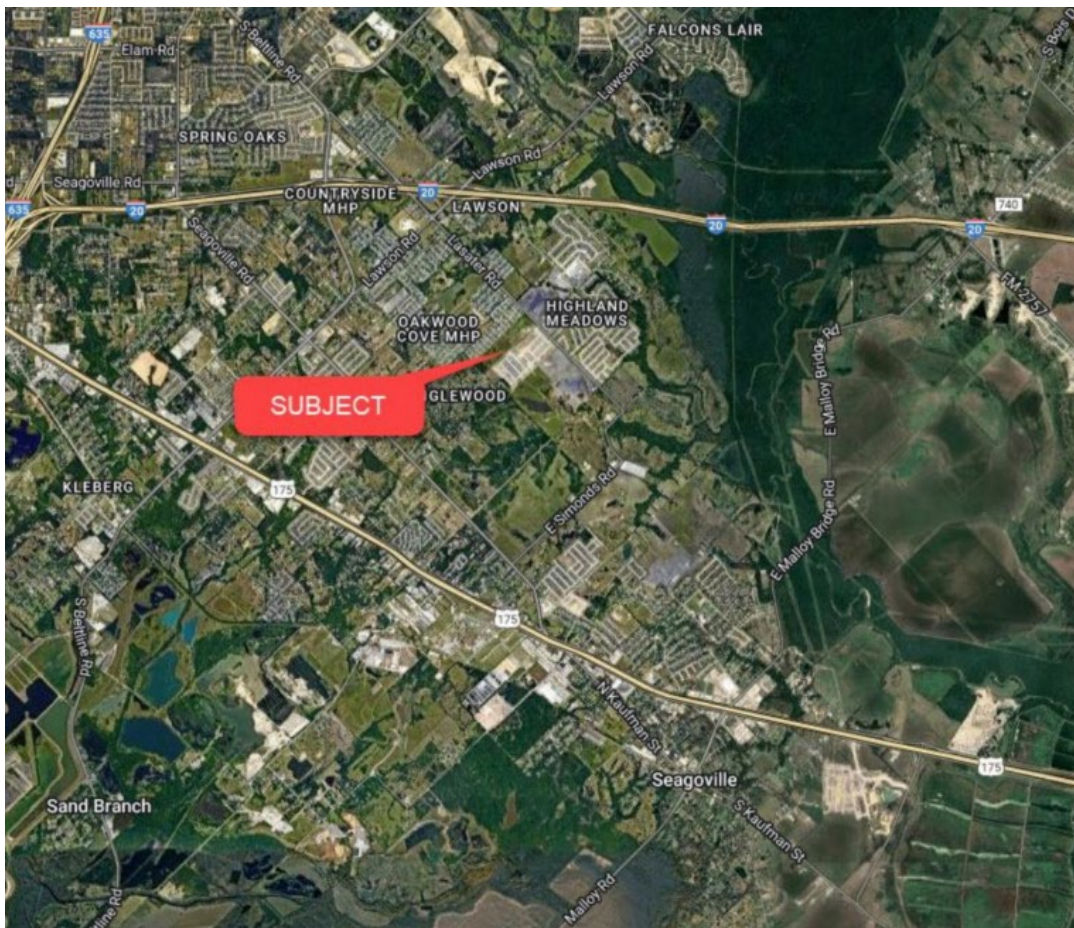
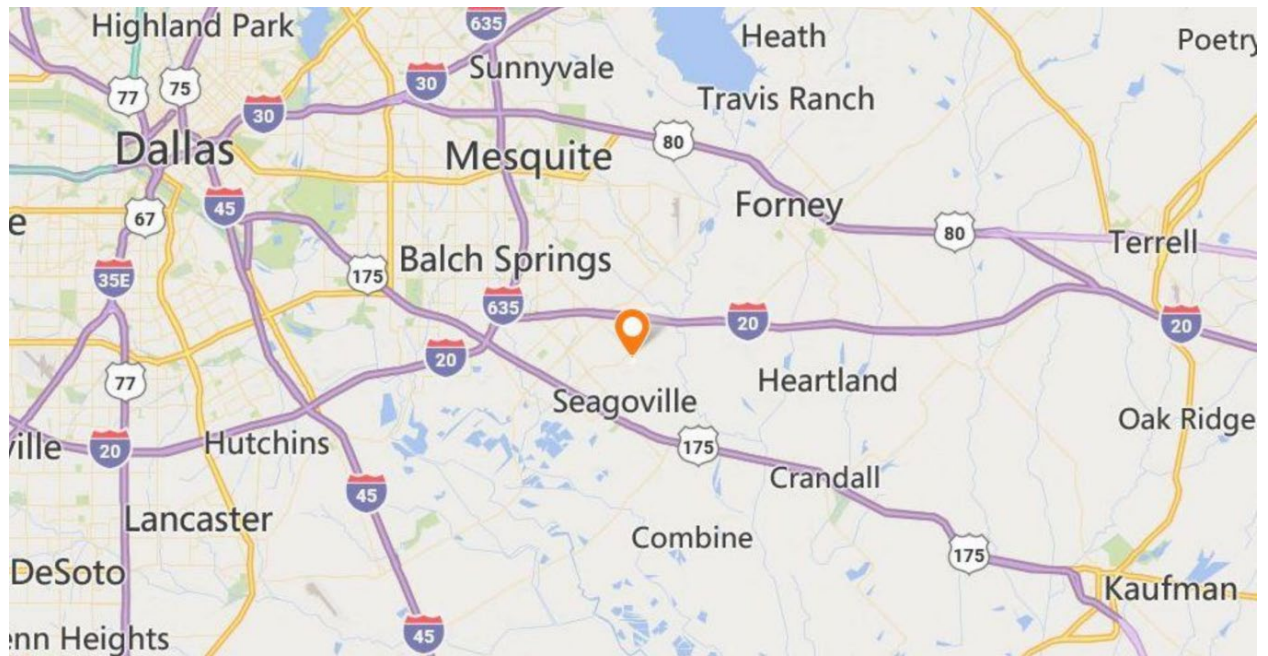
For additional information regarding the City, please contact:

Gail French
Director of Finance
City of Seagoville
702 North Highway 75
Seagoville, Texas 75159
(972) 287-2050

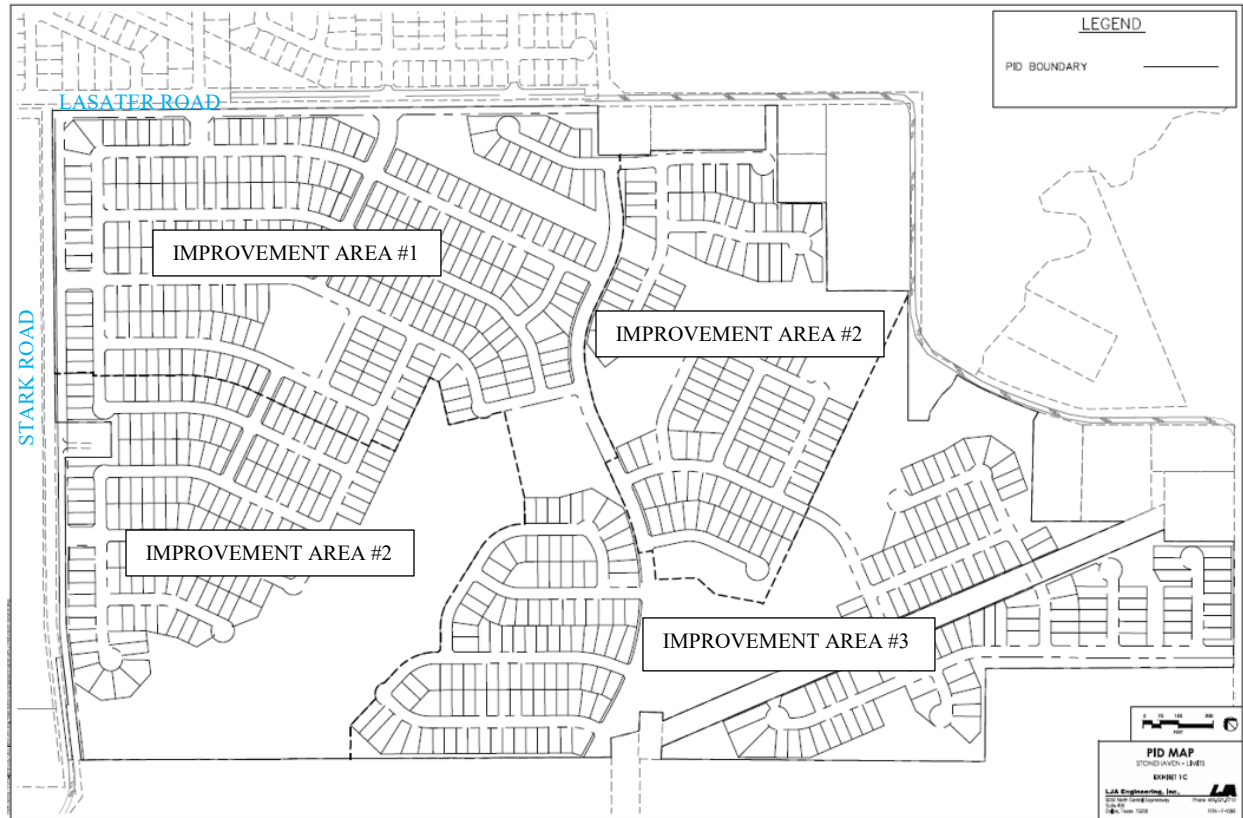
Jason L. Hughes
Managing Director
Hilltop Securities Inc.
717 N. Harwood St., Suite 3400
Dallas, Texas 75201
(214) 953-4000

A map of the Dallas-Fort Worth metropolitan area. Major cities like Fort Worth, Arlington, Irving, Dallas, and Plano are labeled. The map shows a network of highways, including Interstates 30, 35, 40, 45, 67, 75, 820, and 820. A red dashed outline and a red circle highlight the location of Seagoville, Texas, which is situated south of Dallas and east of Irving. Other nearby cities like Mesquite, Balch Springs, and Forney are also visible.

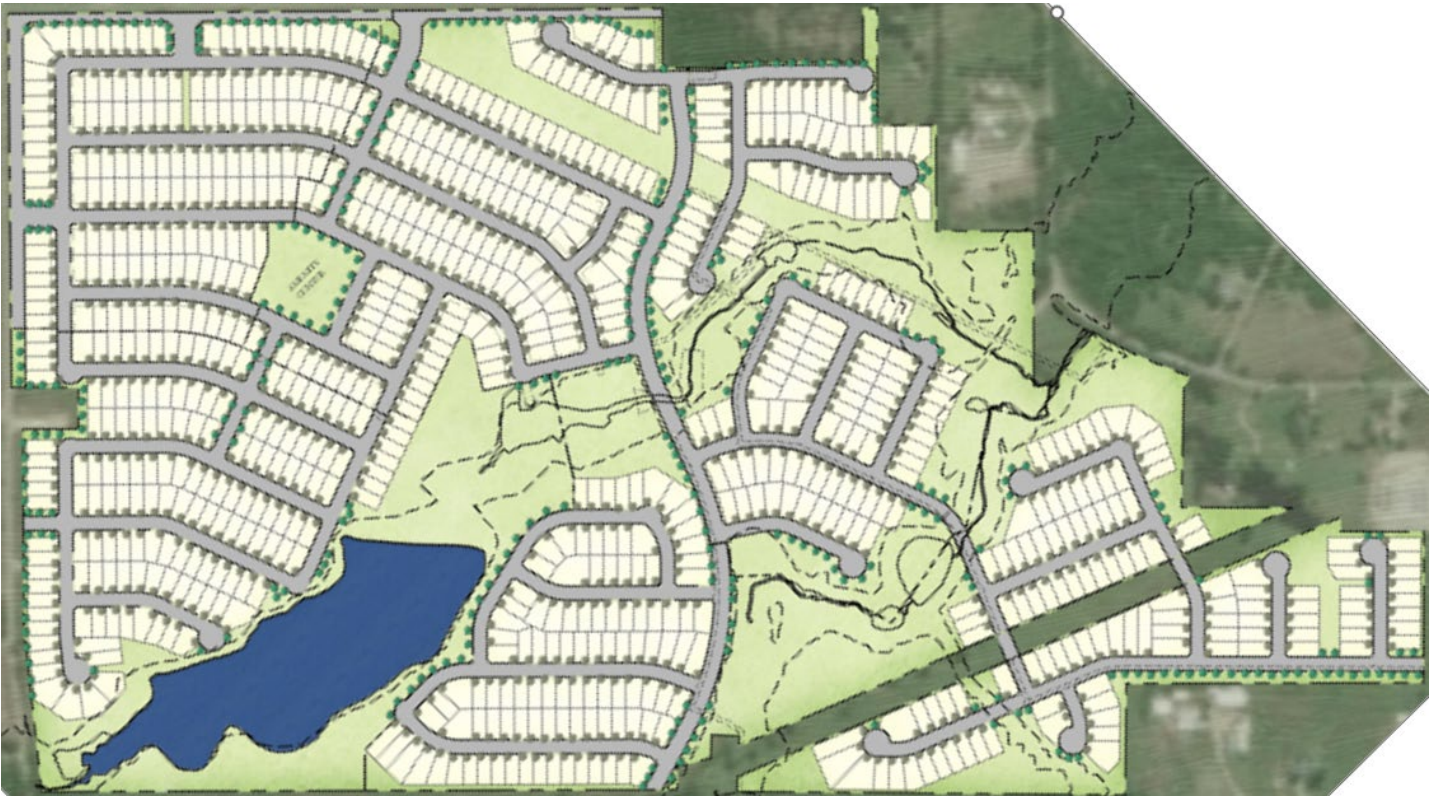
REGIONAL LOCATION MAP OF THE CITY AND THE DISTRICT



MAPS OF THE DISTRICT AND IMPROVEMENT AREAS



CONCEPT PLAN AND RENDERING OF AMENITY CENTER



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

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

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." EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS." EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

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

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

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

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE

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

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

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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, THE RULE.

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PRELIMINARY LIMITED OFFERING MEMORANDUM

\$12,768,000*

CITY OF SEAGOVILLE, TEXAS,

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

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025

(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT

IMPROVEMENT AREA #1 PROJECT AND IMPROVEMENT AREA #2 PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Seagoville, Texas (the “City”), of \$12,768,000* aggregate principal amount of its Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #1 Project and Improvement Area #2 Project) (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. THE LIMITATION OF THE INITIAL OFFERING TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE BONDS. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS” 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 (the “Bond Ordinance”) expected to be adopted by the City Council of the City (the “City Council”), and an Indenture of Trust (the “Indenture”), expected to be entered into by and between the City and Wilmington Trust, National Association, as trustee. 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 B – Form of Indenture.”*

The Bonds will be secured by a first and prior lien on and pledge of the Trust Estate, consisting primarily of revenue from Assessments previously levied against the Assessed Property in Improvement Area #1 and Improvement Area #2 of the District pursuant to the Assessment Ordinances adopted on July 3, 2023, with respect to Improvement Area #1, and September 16, 2024, with respect to Improvement Area #2, all to the extent and upon the conditions described in the Indenture.

Set forth herein are brief descriptions of the City, the District, the Bond Ordinance, the Assessment Ordinances, the Service and Assessment Plan, the Managing Developer (defined herein), the Developers (defined herein), the Administrator, the Development Agreement, and the Appraisal (defined herein), 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) 302-2246. The form of Indenture appears in “APPENDIX B – Form of Indenture” and the form of Service and Assessment Plan appears as “APPENDIX C – Form of Service and Assessment Plan.” 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

Overview

In September 2021, GRBK Edgewood LLC, a Texas limited liability company (“GRBK”), and Meritage Homes of Texas, LLC, an Arizona limited liability company (“Meritage”), together purchased approximately 246.275 acres (the “Property”). Concurrently with their purchase of the Property, GRBK and Meritage executed the Joint Ownership and Development Agreement, effective September 28, 2021 (the “JDA”) pursuant to which they agreed to participate on a 50/50 basis in the development of the Property as a residential subdivision containing approximately 809 single-family residential lots (the “Development”). Pursuant to the JDA, Meritage is acting as the “Managing Developer” of the Development, supervising, overseeing, and coordinating the performance of the design, engineering, and development of the Property, excluding the design and development of any homes or buildings within the Property. Meritage is referred to alternatively herein as “Meritage” or the “Managing Developer.” Meritage and GRBK are together referred to herein as the “Developers.”

The City and Meritage entered into a Development Agreement effective September 20, 2021, regarding the Development. Concurrently with the approval, and pursuant to the terms, of the Development Agreement, the City created the District consisting of the Property. Maps of the District are included on pages iii-iv.

Development Plan

The Developers are developing the District as a master planned residential community known as “Stonehaven” in three improvement areas, consisting of a total of 809 detached single-family lots at final buildout. The Development will also include an amenity center facility to include a swimming pool, enclosed children’s pool area, restroom building, shaded cabana, playground area with playground equipment, separate open play area, landscaping, and meandering trails and open space areas throughout the District (collectively, the “Amenities”). Maps of the District and Improvement Area #1, Improvement Area #2, and Improvement Area #3 thereof, are shown on page iv. A Concept Plan of the District and a rendering of the amenity center facility are included on page v. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS AND IMPROVEMENT AREA #2 IMPROVEMENTS – Amenities and Private Improvements” and “THE DEVELOPMENT – Development Plan.”

Improvement Areas # 1-2 consist of approximately 167.308 acres and include 583 50’ single-family residential lots, as follows:

<u>Improvement Area</u>	<u>Number of Lots</u>
#1	304
#2	<u>279</u>
Total	583

The Developers have completed construction of the Improvement Area #1 Improvements, which improvements were accepted by the City in September 2024. The Developers expect to complete the Improvement Area #2 Improvements in October 2025.

The Developers have also completed construction of the public improvements benefitting the entire District (the “Major Improvements”). The costs of the Major Improvements in the approximate amount of \$17,487,464 are being paid by the Developers without reimbursement by the City. The Developers will also pay the costs of the Amenities and the other Private Improvements (both defined herein) in the approximate amounts of \$1,050,780 and \$26,077,345, respectively, without reimbursement by the City. Of the approximately \$26,077,345 budgeted for Private Improvements other than the Amenities, \$18,870,826 is allocable to Improvement Area #1 and Improvement Area #2. As of May 15, 2025, the Developers have paid all of the costs of the Amenities and the Major Improvements and \$17,612,849 of the cost of the other Private Improvements (all of which is allocable to Improvement Area #1 and Improvement Area #2). See “THE IMPROVEMENT AREA #1 IMPROVEMENTS AND IMPROVEMENT AREA

#2 IMPROVEMENTS – Amenities and Private Improvements” and “THE DEVELOPERS – History and Financing of the District.”

The costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements were approximately \$18,155,839. A portion of such costs in the amount of \$683,734 will be paid from proceeds of the Assessments collected by the City in 2024 and 2025, which amount will be deposited to the Improvement Account of the Project Fund. An additional portion of such costs in the approximate amount of \$10,478,120* is expected to be reimbursed to the Managing Developer from proceeds of the Bonds. The remainder of such costs in the approximate amount of \$6,993,985* have been paid by the Developers with cash on hand or corporate cash funding and will not be reimbursed by the City. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS AND IMPROVEMENT AREA #2 IMPROVEMENTS” and “THE DEVELOPERS – History and Financing of the District.”

The Developers expect to request the City to issue in the future a series of bonds (the “Improvement Area #3 Bonds”) to finance the costs of the local improvements benefitting Improvement Area #3 (the “Improvement Area #3 Improvements”). The Improvement Area #3 Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within the Improvement Area #3. The Developers anticipate that the Improvement Area #3 Bonds will be issued within the next two years. See “THE DEVELOPMENT – Improvement Area #3 Improvements and Improvement Area #3 Bonds.”

Homebuilders in Improvement Area #1 and Improvement Area #2

Of the 583 homes to be constructed in Improvement Area #1 and Improvement Area #2, 292 will be constructed by Meritage and 291 will be constructed by GRBK’s homebuilder, Trophy Signature Homes (“Trophy”). Meritage is a wholly owned subsidiary of Meritage Homes of Texas Holding, Inc., which is a wholly owned subsidiary of Meritage Homes Corporation. GRBK and Trophy are both wholly owned subsidiaries of Green Brick Partners, Inc., a publicly traded Delaware corporation (“Green Brick”). See “THE DEVELOPMENT – Homebuilders in Improvement Area #1 and Improvement Area #2” and “THE DEVELOPERS – Description of Managing Developer” and “– Description of GRBK.”

Status of Development

The Developers completed construction of the portion of the Improvement Area #1 Improvements and such improvements were accepted by the City in September 2024. The Developers expect to complete the Improvement Area #2 Improvements in October 2025.

Construction of homes in Improvement Area #1 began in November 2023 and the first homes were sold to residents in March 2024. Construction of homes in Improvement Area #2 is expected to begin in July 2025 and the first homes are expected to be sold to residents in October 2025. The Developers expect the final sales to residents in Improvement Area #1 and Improvement Area #2 to occur in April 2027 and June 2028, respectively. See “THE DEVELOPMENT – Status of Development.”

The Bonds

Proceeds of the Bonds will be used to provide funds for (i) paying or reimbursing a portion of the Actual Costs of the Improvement Area #1 Projects and the Improvement Area #2 Projects, (ii) funding the Bond Reserve Account of the Reserve Fund, (iii) paying for a portion of the costs incidental to the organization and administration of the District, and (iv) paying the costs of issuance of the Bonds. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS AND IMPROVEMENT AREA #2 IMPROVEMENTS” and “APPENDIX B – Form of Indenture.”

Payment of the Bonds is secured by a first and prior lien on and pledge of the Trust Estate, consisting primarily of the Assessments, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS,” “ASSESSMENT PROCEDURES,” and “APPENDIX B – Form of Indenture.”

The 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 full 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 Bonds and any Improvement Area #3 Bonds will constitute separate and distinct issues of securities and will be secured by separate assessments. No Refunding Bonds or Improvement Area #3 Bonds are offered pursuant to this Limited Offering Memorandum.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser of the Bonds (each, an “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 will be deemed to have acknowledged, represented, and warranted to the City as follows:

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

2. The Initial Purchaser 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 the 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 Initial Purchaser for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Initial Purchaser 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 Initial Purchaser may sell the Bonds at any time the Initial Purchaser deems appropriate. The Initial Purchaser 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 Initial Purchaser 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 Initial Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Initial Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #1 Improvements and Improvement Area #2 Improvements, the Bonds, the security therefor, and such other information as the Initial Purchaser has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Initial Purchaser Information”). The Initial Purchaser has received a copy of this Limited Offering Memorandum relating to the Bonds. The Initial Purchaser acknowledges that it has assumed responsibility for its review of the Initial Purchaser Information, and it has not relied upon any advice, counsel, representation, or information from the City in connection with the Initial Purchaser’s purchase of the Bonds. The Initial Purchaser agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Initial Purchaser whatsoever for or in connection with the Initial Purchaser’s decision to purchase the Bonds except for gross negligence, fraud, or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Initial Purchaser acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid to 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 Initial Purchaser 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 City, State or any political subdivision thereof for the payment of principal of and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Initial Purchaser has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Initial Purchaser 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 Initial Purchaser acknowledges that the sale of the Bonds to the Initial Purchaser is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth on the inside cover of this Limited Offering Memorandum. Interest on the Bonds will accrue from the Closing Date 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 15 and September 15, commencing September 15, 2025 (each an “Interest Payment Date”), until maturity or prior redemption. Wilmington Trust, National Association, 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 \$25,000 of principal and any integral multiple of \$1,000 in excess thereof (“Authorized Denominations”). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry-only form. See “BOOK-ENTRY-ONLY SYSTEM.”

Redemption Provisions

Optional Redemption. The City reserves the right and option to redeem the Bonds maturing on or after September 15, 20__, before their scheduled maturity dates, in whole or in part, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed for redemption (the “Redemption Price”).

Extraordinary Optional Redemption. 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) or any other transfers to the Redemption Fund under the terms of the Indenture, including from transfers of Foreclosure Proceeds and transfers made pursuant to the Project Fund or Pledged Revenue Fund sections of the Indenture. The City direction for such redemption shall include details with regard to a corresponding reduction in the Bond Reserve Account Requirement, as contemplated by the definition thereof. See “ASSESSMENT PROCEDURES – Prepayment of Assessments” for the definition and description of Prepayments.

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Mandatory Sinking Fund Redemption. 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 the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$ <u>Term Bonds due September 15, 20</u>	
<u>Sinking Fund</u>	
<u>Redemption Date</u>	<u>Installment Amount</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__ [†]	

[†] Stated Maturity.

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 the Indenture.

The principal amount of the Term Bonds required to be redeemed on any redemption date 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 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.

Partial Redemption. If less than all of the Bonds are to be redeemed pursuant to mandatory sinking fund, optional or extraordinary optional redemption, 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.

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.

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

Notice of Redemption. 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, 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 the Indenture 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 pursuant to the Indenture, 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.

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"). Direct Participants and Indirect Participants are collectively referred to herein as "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.

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 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 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 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 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.

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

SECURITY FOR THE BONDS

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 B – Form of Indenture."

General

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER ASSETS 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 ASSETS 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 ASSETS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the Trust Estate, consisting primarily of revenues from Assessments levied against the Assessed Property and other assets comprising the Trust Estate, all to the extent and upon the conditions described in the Indenture. In accordance with the PID Act, the City caused the preparation of a Service and Assessment Plan which describes the special benefit received by the Assessed Property, provides the basis and justification for the determination of special benefit on the Assessed Property, establishes the methodology for the levy of Assessments, and provides for the allocation of Pledged

Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan will be reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments 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 C – Form of Service and Assessment Plan.”

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinances, and other provisions of applicable law to finance the Improvement Area #1 Improvements and Improvement Area #2 Improvements by levying the Assessments upon the Assessed Property. For a description of the assessment methodology and the amounts of Assessments anticipated to be levied in Improvement Area #1 and Improvement Area #2, see “ASSESSMENT PROCEDURES” and “APPENDIX C – Form of Service and Assessment Plan.”

The Bonds are equally and ratably secured by and payable from a lien on and pledge of the Trust Estate.

Pursuant to the Indenture, the following terms are assigned the following meanings:

“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.

“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 the 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 PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with the Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year may be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means with respect to each parcel of Assessed Property, each annual payment of the applicable Assessments as shown on the applicable Assessment Roll and related to the Bonds and the Improvement Area #1 Improvements and the Improvement Area #2 Improvements, including (i) principal; (ii) interest; (iii) Annual Collection Costs; and (iv) Additional Interest collected pursuant to the Service and Assessment Plan and deposited to the Delinquency and Prepayment Reserve Account as described in the Indenture.

“Assessed Property” means any parcel within Improvement Area #1 or Improvement Area #2 of the District against which an Assessment is levied, in accordance with the Service and Assessment Plan.

“Assessments” means, collectively, the Improvement Area #1 Assessments and the Improvement Area #2 Assessments.

“Assessment Roll” means the Improvement Area #1 Assessment Roll or the Improvement Area #2 Assessment Roll, as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with the issuance of Refunding Bonds or in connection with any Annual Service Plan Updates.

“Delinquent Collection Costs” means the costs related to the foreclosure on an 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 delinquent interest and delinquent penalty interest collected on a delinquent Assessment.

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

“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 the Bonds.

“Trust Estate” means the Trust Estate described in the granting clauses of the Indenture, and includes 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 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 under the Indenture by the City or by anyone on its behalf or with its written consent.

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

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

Collection and Deposit of Assessments

The Assessments shown on the Assessment Roll, together with the interest thereon, shall be applied to, and are set at a sufficient level to fund (i) the payment of the principal of and interest on the Bonds, including Additional Interest, and (ii) payment of Annual Collection Costs, all as and to the extent provided in the Service and Assessment Plan and the Indenture.

The Assessments assessed to pay debt service on the Bonds, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinances and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds. An Annual Installment of an Assessment has been made payable pursuant to the Assessment Ordinances and the Service and Assessment Plan in each fiscal year of the City preceding the date of final maturity of the Bonds which, if collected, will be sufficient to first pay debt service requirements on the Bonds. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinances.

A record of the Annual Installments on each parcel, tract, or lot which are to be collected in each year during the term of the Bonds is shown on the Assessment Rolls. Sums received from the collection of the Annual Installments to pay the debt service requirements (including delinquent installments, Foreclosure Proceeds and penalties) and of

the interest thereon shall be deposited into the Pledged Revenue Fund. See “SECURITY FOR THE BONDS – Pledged Revenue Fund” and APPENDIX B – Form of Indenture.

The portions of the Annual Installments of Assessments collected to pay Annual Collection Costs and Delinquent 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 Assessed Property to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each Fiscal Year. The Assessments will be effective on the date, and strictly in accordance with the terms, of the Assessment Ordinances. Each Assessment may be paid in full or in part at any time, or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include principal and interest on the Assessments, Additional Interest, and Annual Collection Costs. Pursuant to the Assessment Ordinances, interest on the Assessments will be calculated at the rate of interest on the Bonds plus the Additional Interest with respect to the Bonds (0.50%), calculated on the basis of a 360-day year of twelve 30-day months. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be due each year when billed. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1st of the following year.

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

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

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

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

Perfected Security Interest

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the lien on and pledge of the Trust Estate and such lien and pledge is valid, effective, and perfected from and after the Closing Date without physical delivery or transfer of control of the Trust Estate, the filing of the Indenture, or any other act. The City covenants in the Indenture that should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the Trust Estate is subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered Owners of the Bonds a security interest in such pledge, the City will take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur. See “APPENDIX 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, 2026, 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 the Indenture) 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 the Indenture, the Pledged Revenues shall be deposited to the Pledged Revenue Fund to be used in the following order of priority: (i) *first*, to the Bond Fund amounts sufficient to pay debt service on the Bonds coming due in the next Bond Year, (ii) *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, (iii) *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 (iv) *fourth*, in accordance with the written direction of the City, 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 (i) through (iii) 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 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, 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) pursuant to the Service and Assessment Plan so long as there are Outstanding Bonds, 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 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 be deposited to the Administrative Fund, and any portion of Foreclosure Proceeds attributable to Delinquent Penalties and Interest 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 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.

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.

Bond Reserve Account of the Reserve Fund

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" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the most recent calculation date, (ii) 125% of average Annual Debt Service on the Bonds as of the most recent calculation date, or (iii) 10% of the stated principal amount of the Bonds (or, if the issue has more than a de minimis amount of original issue discount or premium, the issue price of the issued Bonds) Outstanding as of the latest calculation date. The initial calculation date is the Closing Date and subsequent to thereto, upon (a) any transfers made in connection with a redemption with the proceeds of Prepayments, (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 \$_____*.

Subject to the provisions 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.

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).

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.

* To be completed upon pricing of the Bonds.

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.

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 transfer such moneys 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 an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. Provided, however, no such transfer from the Bond Reserve Account shall cause the amount on deposit therein to be less than the Bond Reserve Account Requirement to be in effect after such 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 Redemption Price 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 of the Reserve Fund

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. So long as there are Outstanding Bonds, 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.

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

Project Fund

The Project Fund under the Indenture contains the Improvement Account and the Costs of Issuance Account. Money on deposit in the Project Fund shall be used for the purposes of paying or reimbursing a portion of the Actual Costs of the Improvement Area #1 Improvements and the Improvement Area #2 Improvements and paying the costs of issuance of the Bonds.

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.

If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Account are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of any of the Improvement Area #1 Improvements or Improvement Area #2 Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the 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 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 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 and the Improvement Account shall be closed.

Upon the filing of a City Certificate stating that all Improvement Area #1 Improvements and Improvement Area #2 Improvements have been completed and that all costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements have been paid, or that any such costs are not required to be paid from the Developer Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the 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 Account of the Project Fund.

Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, which determination shall be made within one year of the Delivery Date, 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.

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 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) upon (a) the deposit of cash sufficient to pay principal and interest when due, the Trustee shall execute a certificate prepared by Bond Counsel of the City's financial advisor, to the effect that such deposit is wholly sufficient to pay when due the principal of and interest on such Bonds to on or prior to the redemption date or maturity date thereof, as the case may be, of (b) upon the deposit of Defeasance Securities, and any cash, the Trustee shall have received a report by a verification agent 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 pursuant to this paragraph 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 a verification agent 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:

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 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.

Remedies in Event of Default

Upon the happening and continuance of any Event of Default, the Owners of at least 25% the aggregate outstanding principal of the Bonds then Outstanding, 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 its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on 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 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 the 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, such investments shall be promptly sold to prevent any default. In the absence of investment instructions from the City, which may include electronic direction, the Trustee shall hold monies held by it uninvested and shall have no obligation to invest or reinvest such monies.

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

Against Encumbrances

Other than 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 the Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

So long as Bonds are Outstanding, the City shall not issue any bonds, notes, or other evidences of indebtedness, other than the Bonds and 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 the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Additional Obligations; 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 under the Indenture, 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.

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SOURCES AND USES OF FUNDS *

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

Sources of Funds:

Principal Amount	\$
TOTAL SOURCES	\$

Use of Funds:

Deposit to Improvement Account of the Project Fund	\$
Deposit to Costs of Issuance Account of Project Fund	
Deposit to Bond Reserve Account of the Reserve Fund	
Deposit to the Administrative Fund	
Underwriter's Discount ⁽¹⁾	
TOTAL USES	\$

⁽¹⁾ Includes the fee of counsel to the Underwriter.

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* To be completed upon pricing of the Bonds.

DEBT SERVICE REQUIREMENTS *

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

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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			
2054			
Total	\$	\$	\$

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* To be completed upon pricing of the Bonds.

OVERLAPPING TAXES AND DEBT

Overlapping Taxes

Improvement Area #1 and Improvement Area #2 of the District lie within the corporate limits of the City. The land within Improvement Area #1 and Improvement Area #2 has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments.

The City, Dallas County, Texas (the “County”), Dallas County Community College District, Dallas Independent School District (“Dallas ISD”), and Parkland Hospital District may each levy ad valorem taxes upon land within Improvement Area #1 and Improvement Area #2 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 tables reflect the overlapping ad valorem taxes currently levied on property located in Improvement Area #1 and Improvement Area #2, respectively.

Overlapping Taxes in Improvement Area #1

<u>Taxing Entity</u>	Tax Year 2025 <u>Ad Valorem Tax Rate ⁽¹⁾</u>
The City	\$0.710932
Dallas County	0.215500
Dallas County Community College District	0.105595
Dallas ISD	0.997235
Parkland Hospital District	<u>0.212000</u>
Total Current Tax Rate	<u>\$2.241262</u>
Estimated Average Annual Installments of Assessments at as an Equivalent Tax Rate ⁽²⁾	<u>\$0.561539</u>
Estimated Total Tax Rate and Average Annual Installments of Assessment as an Equivalent Tax Rate ⁽²⁾	<u>\$2.802801</u>

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

⁽²⁾ Preliminary; subject to change. Derived from information in the Service and Assessment Plan. Shown as an equivalent tax rate for illustration purposes only. See “APPENDIX C – Form of Service and Assessment Plan.”

Overlapping Taxes in Improvement Area #2

<u>Taxing Entity</u>	Tax Year 2025 <u>Ad Valorem Tax Rate ⁽¹⁾</u>
The City	\$0.710932
Dallas County	0.215500
Dallas County Community College District	0.105595
Dallas ISD	0.997235
Parkland Hospital District	<u>0.212000</u>
Total Current Tax Rate	<u>\$2.241262</u>
Estimated Average Annual Installments of Assessments at as an Equivalent Tax Rate ⁽²⁾	<u>\$0.525512</u>
Estimated Total Tax Rate and Average Annual Installments of Assessment as an Equivalent Tax Rate ⁽²⁾	<u>\$2.766774</u>

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

⁽²⁾ Preliminary; subject to change. Derived from information in the Service and Assessment Plan. Shown as an equivalent tax rate for illustration purposes only. See “APPENDIX C – Form of Service and Assessment Plan.”

Sources: Dallas Central Appraisal District and Service and Assessment Plan.

Overlapping Debt

As noted above, Improvement Area #1 and Improvement Area #2 include 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 property within Improvement Area #1 and Improvement Area #2, as of May 15, 2025, and City debt to be secured by the Assessments:

Overlapping Debt in Improvement Area #1 and Improvement Area #2

<u>Taxing or Assessing Entity</u>	<u>Gross Outstanding Debt as of May 15, 2025</u>	<u>Estimated % Applicable ⁽¹⁾</u>	<u>Estimated Overlapping Debt ⁽¹⁾</u>
The City (The Bonds)	\$ 12,768,000 ⁽²⁾	100.00%	\$12,768,000 ⁽²⁾
The City (Ad Valorem Taxes)	17,620,000	2.73%	480,262
Dallas County	198,645,000	0.01%	18,959
Dallas County Community College District	247,115,000	0.01%	23,012
Dallas ISD	4,638,075,000	0.02%	941,624
Parkland Hospital District	<u>527,660,000</u>	0.01%	<u>50,212</u>
Total	\$5,641,883,000		\$14,282,068

⁽¹⁾ Based on cumulative market value of Improvement Area #1 and the prospective cumulative market value of Improvement Area #2 as calculated in the Appraisal and on Tax Year 2025 taxable assessed valuations for the taxing entities as certified by Dallas Central Appraisal District. See "APPRAISAL."

⁽²⁾ Preliminary, subject to change.

Sources: Dallas Central Appraisal District, Municipal Advisory Council of Texas, and Preliminary Service and Assessment Plan.

Homeowners' Association Dues

In addition to the Assessments and overlapping taxes and assessments referenced above, the Developers anticipate that each lot owner in Improvement Area #1 and Improvement Area #2 of the District will pay a property owner's association fee annually to a homeowners' association (the "HOA") of approximately \$675 per year.

ASSESSMENT PROCEDURES

General

As required by the PID Act, when the City determines to defray a portion of the costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements through Assessments, it must adopt one or more resolutions generally describing the Improvement Area #1 Improvements and Improvement Area #2 Improvements and the land within Improvement Area #1 and Improvement Area #2 of the District to be subject to Assessments to pay the costs therefor. The City caused the Assessment Roll to be prepared for Improvement Area #1 and Improvement Area #2, which shows the land within Improvement Area #1 and Improvement Area #2 of the District to be assessed, the amount of the benefit to and the Assessment against each Lot or Parcel (both as defined in the Service and Assessment Plan) of land and the number of Annual Installments into which the Assessments are 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 Assessed Property and public hearings were conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #1 Improvements and Improvement Area #2 Improvements and funding a portion of the same with Assessments. Following the hearings, the City levied the Assessments and adopted the Assessment Ordinances. Following each such adoption, the respective Assessments became legal, valid, and binding liens upon the applicable Assessed Property.

Under the PID Act, the costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements to be defrayed through Assessments may be assessed by the City against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Improvement Area #1 Improvements and Improvement Area #2 Improvements equals or exceeds the Assessments. The costs of the Improvement Area #1

Improvements and Improvement Area #2 Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Property similarly benefited. The allocation of benefits and assessments to the Assessed Property within Improvement Area #1 and Improvement Area #2 is presented in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX C – Form of Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each Parcel of Assessed Property as a result of the Improvement Area #1 Improvements and Improvement Area #2 Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #1 Improvements and Improvement Area #2 Improvements to Parcels in a manner that results in equal shares of costs being apportioned to Parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements is being funded with proceeds of the Bonds, which are payable from and secured by the Trust Estate, consisting primarily of Pledged Revenues, including the Assessments. As set forth in the Service and Assessment Plan, the City Council has determined that the Actual Costs associated with the Improvement Area #1 Improvements and Improvement Area #2 Improvements will be allocated to the Assessed Property within each such improvement area by spreading the entire applicable Assessment across all Assessed Property in such improvement area based on the ratio of Estimated Buildout Value of each Lot Type (both defined in the Service and Assessment Plan) in Improvement Area #1 and Improvement Area #2, as the case may be, to the Estimated Buildout Value of all Assessed Property in such improvement area.

The following table provides additional analysis with respect to assessment methodology, including the value to Assessment burden ratio per Lot Type, equivalent tax rate per Lot Type, and leverage per Lot Type related to the Assessments. The information in the table was obtained from and calculated using information provided in the Service and Assessment Plan. See “APPENDIX C – Form of Service and Assessment Plan.”

Lot Type ⁽¹⁾	Planned No. of Lots	Estimated Finished Lot Value per Lot Type ⁽²⁾	Projected Average Home Value per Lot Type ⁽²⁾	Assessment per Lot Type ⁽³⁾	Average Annual Installment of Assessment per Lot Type ⁽³⁾	Tax Rate Equivalent of Average Annual Installment of Assessment per Lot Type ^{(3), (4)}	Estimated Ratio of Estimated Finished Value per Lot Type to Assessment ⁽³⁾	Estimated Ratio of Projected Average Home Value per Lot Type to Assessment ⁽³⁾
1	304	\$66,500	\$358,902	\$22,086	\$2,015	\$0.561539	3.01 : 1	16.25 : 1
2	279	\$68,750	\$373,402	\$21,699	\$1,962	\$0.525512	3.17 : 1	17.21 : 1

⁽¹⁾ Represents 50' Lot Types (as defined in the Service and Assessment Plan) in Improvement Area #1 and Improvement Area #2, respectively.

⁽²⁾ As shown in the Appraisal. See “APPRAISAL.”

⁽³⁾ Preliminary; subject to change.

⁽⁴⁾ Per \$100 of home value.

Source: P3Works, LLC and information presented in the Service and Assessment Plan

For further explanation of the assessment methodology, see “APPENDIX C – 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 Parcels of Assessed Property similarly benefitted within Improvement Area #1 and Improvement Area #2. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developers and all future owners and developers within Improvement Area #1 and Improvement Area #2. See “APPENDIX C – Form of Service and Assessment Plan.”

Collection and Enforcement of Assessments

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 Assessed Property, superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes. See "BONDHOLDERS' RISKS – Assessment Limitations."

In the Indenture, the City covenants to collect, or cause to be collected, Assessments as provided in the Assessment Ordinances. 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 of Assessed Property. Annual Collection Costs shall be allocated among all Parcels of Assessed Property in proportion to the amount of the Annual Installment for each such Parcel.

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

To the extent permitted by law, and to the extent 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 and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than 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 will not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property. See "SECURITY FOR THE BONDS – Collection and Deposit of Assessments."

The City intends to implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit D of the Continuing Disclosure Agreement of Issuer set forth in APPENDIX E-1 hereto 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 will 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.

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

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

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

Assessment Amounts

Assessment Amounts. The amounts of the Assessments have been established by the methodology described in the Service and Assessment Plan. The Assessment Roll sets forth for each year the Annual Installment for each Parcel of Assessed Property within Improvement Area #1 and Improvement Area #2. The Assessments may not exceed the amounts shown on the Assessment Roll. The Assessments were levied against the Parcels comprising the Assessed Property as indicated on the Assessment Roll. See "APPENDIX C – 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, the Additional Interest, 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 that are applied to the Annual Installments.

If the debt service on issued and Outstanding Bonds is reduced as the result of an economic refunding of the Bonds, Prepayment of Assessments, or redemption of Bonds, then there would be a corresponding reduction in the Assessments and the Annual Installments. See "APPENDIX C – Form of Service and Assessment Plan." In such case, the reduced Assessment and Annual Installment, as shown on the Assessment Roll, shall be reflected in the next Annual Service Plan Update and approved by City Council.

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Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Assessments shall be initially allocated to the Parcels of the Assessed Property based on the ratio of the Estimated Buildout Value of each such Parcel in Improvement Area #1 and Improvement Area #2 to the Estimated Buildout Value of all Parcels of Assessed Property in Improvement Area #1 and Improvement Area #2.

Division Prior to Recording of Subdivision Plat. Upon the division of any Assessed Property prior to 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 meaning:

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 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 such Assessed Property, 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 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 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 (as defined in the Service and Assessment Plan) 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 the newly subdivided Lots excluding Non-Benefitted Property

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

Prior to the recording of a subdivision plat, the Developers shall provide the City an Estimated Buildout Value for each Lot to be created after recording the subdivision plat as of the date the subdivision plat is anticipated to be recorded. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developers, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot. The calculation as confirmed by the City Council shall be conclusive and binding.

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

reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

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 reflected in the next Annual Service Plan Update and approved by the City Council. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments.

Maximum Assessment. Notwithstanding the foregoing, the Service and Assessment Plan establishes a “Maximum Assessment” for each Lot Type in Improvement Area #1 and Improvement Area #2 of the District. See “APPENDIX C – Form of Service and Assessment Plan.”

Prior to the City approving a final subdivision plat, the PID Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type exceeding the Maximum Assessment. If the PID Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay, as a mandatory prepayment of the Assessment, to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat.

In addition, if the Assessed Property or a portion thereof is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property or a portion thereof to become Non-Benefited Property, the owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

For further information about apportionment of the Assessments, See “APPENDIX C – Form of Service and Assessment Plan.”

Prepayment of Assessments

Pursuant to the PID Act and the Indenture, the owner of any Assessed Property may voluntarily prepay (a “Prepayment”), at any time, all or part of an Assessment levied against such owner’s Assessed Property, together with accrued interest to the date of payment. 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 Assessed Property, 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 Assessed Property regardless of whether the owners are named. The lien is effective from the date of adoption of the applicable 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 Assessed Property may pay the entire Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the assessment attached prior to the date the property became a

homestead), the City is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

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

In the Indenture, the City covenants to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement, or exemption 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 distributed in accordance with the Indenture. See “APPENDIX B – Form of Indenture.” See also “APPENDIX E-1 – Form of Disclosure Agreement of Issuer” for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

In the Indenture, the City creates the Delinquency and Prepayment Reserve Account in 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,” “APPENDIX B – Form of Indenture,” and “APPENDIX C – Form of Service and Assessment Plan.” See also “APPENDIX E-1 – Form of Continuing Disclosure Agreement of Issuer” for a description of the generally expected timing of certain events with respect to collection of delinquent Assessments.

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THE CITY

Background

The City is located primarily in Dallas County, with a small portion in Kaufman County. The City is located approximately 20 miles southeast of Dallas and 10 miles southeast of the City of Mesquite. Access to the City is provided by U.S. Highway 175. The City covers approximately 18 square miles.

The City's location as part of the Dallas-Fort Worth-Arlington Metroplex has resulted in rapid growth over the last several years. According to the U.S. Census Bureau, the City's 2020 population was 18,446. The City estimates its population as of January 1, 2025, to be approximately 20,866.

City Government

The City is a political subdivision and home rule city of the State, duly organized and existing under the laws of the State. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and five Councilmembers elected for staggered two-year terms. The City Manager is the Chief Administrative Officer for the City.

Some of the services that the City provides are public safety (police and fire protection), highways and streets, water and sanitary sewer utilities, health and social services, culture, recreation, planning and zoning, and general administrative services.

The current members of the City Council and the principal administrators of the City are shown on page i hereof. General information regarding the City and the surrounding area can be found in "APPENDIX A – General Information Regarding the City and Surrounding Areas."

Water and Wastewater

The City will provide both water and wastewater service to the Development. The City purchases its water wholesale from the City of Dallas. The City's wastewater is treated by the North Texas Municipal Water District ("NTMWD") Sewer Treatment Plant. The City's existing water and wastewater systems are sufficient to serve the Development, including Improvement Area #1 and Improvement Area #2 of the District.

The City acquires its treated water through a contract with the City of Dallas. The City's water capacity under the contract is 10 million gallons per day ("mgd"). The City has a total elevated storage capacity of 1 million gallons and ground storage tanks with a combined storage capacity of 2 million gallons of water. The City is currently working on pump station upgrades approved by City Council in March 2023 at a cost of \$1,955,000 to improve system pumping capacity. The City is also working on capital projects that will increase the maximum treated water supply and storage based on the current water master plan. The pump station is approximately 95% complete, but the City has amended the scope of the contract to include additional work to be completed by December 31, 2025.

The City's sanitary sewer system consists of 12 lift stations and its wastewater is passed through its collection system to a NTMWD Sewer Treatment Plant pump station. The City's total capacity is approximately 7 mgd and is nearing 40% capacity. The NTMWD is working on capital projects that will increase the maximum wastewater treatment and pump station capacity. The City is also working capital projects that will increase the maximum sewer capacity based on its current wastewater master plan.

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THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by Resolution No. 56-R-2021 of the City adopted September 20, 2021, as amended and restated by Resolution No. 98-R-2023 of the City adopted December 4, 2023 (together, the “Creation Resolution”), in accordance with the PID Act for the purpose of undertaking and financing the costs of certain public improvements within the District, including the Improvement Area #1 Improvements and Improvement Area #2 Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being developed in a phase. The District is not a separate political subdivision of the State and is governed by the City Council. Maps of the property within the District are included on page iv hereof.

Powers and Authority of the City

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

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction, or improvement of the Improvement Area #1 Improvements and Improvement Area #2 Improvements. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS AND IMPROVEMENT AREA #2 IMPROVEMENTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has entered into the Development Agreement for the purpose of reimbursing the Developer for a portion of the costs of certain streets, sanitary sewer, storm drainage, and water improvements, and associated soft costs comprising the Improvement Area #1 Improvements and Improvement Area #2 Improvements, and to finance such costs through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through the portion of the Assessments levied and collected against the Assessed Property that constitute Pledged Revenues under the Indenture. See “ASSESSMENT PROCEDURES” and “APPENDIX C – Form of Service and Assessment Plan.”

Collection and Delinquency History of Improvement Area #1 and Improvement Area #2 of the District

On July 3, 2023, the City levied assessments in Improvement Area #1 of the District. The initial annual installments of such assessments were due and payable on or before January 31, 2024. The following table shows the collection and delinquency history of the annual installment of assessments in Improvement Area #1 of the District.

Collection and Delinquency of Improvement Area #1 Annual Installments

Assessments	Annual	Parcels	Delinquent	Delinquent	Delinquent	Delinquent	Annual
<u>Due 1/31</u> ⁽¹⁾	<u>Installments</u>	<u>Levied</u>	<u>Amount</u>	<u>Percentage</u>	<u>Amount</u>	<u>Percentage</u>	<u>Installments</u>
			<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Collected</u> ⁽²⁾
2024	\$548,505.41	4	\$548,505.41	100%	\$0.00	0%	\$548,505.41
2025	\$548,108.98	4	\$0.00	0%	\$0.00	0%	\$548,108.98

⁽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, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ Excludes penalties and interest and any prepayments of such assessments.

On September 16, 2024, the City levied assessments in Improvement Area #2 of the District. The initial annual installments of such assessments were due and payable on or before January 31, 2025. The following table shows the collection and delinquency history of the annual installment of assessments in Improvement Area #2 of the District.

Collection and Delinquency of Improvement Area #2 Annual Installments

Assessments	Annual	Parcels	Delinquent	Delinquent	Delinquent	Delinquent	Annual
<u>Due 1/31</u> ⁽¹⁾	<u>Installments</u>	<u>Levied</u>	<u>Amount</u>	<u>Percentage</u>	<u>Amount</u>	<u>Percentage</u>	<u>Installments</u>
<u>2025</u>	<u>\$509,036.84</u>	<u>5</u>	<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Collected</u> ⁽²⁾
			\$0.00	0%	\$0.00	0%	\$509,036.84

⁽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, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ Excludes penalties and interest and any prepayments of such assessments.

THE COLLECTION AND DELINQUENCY HISTORY OF ANNUAL INSTALLMENTS OF ASSESSMENTS IN IMPROVEMENT AREA #1 AND IMPROVEMENT AREA #2 IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO ASSURANCE CAN BE GIVEN THAT THE FUTURE COLLECTION OF THE ANNUAL INSTALLMENT OF ASSESSMENTS IN IMPROVEMENT AREA #1 AND IMPROVEMENT AREA #2 WILL MIRROR THE HISTORICAL COLLECTION OF ANNUAL INSTALLMENTS OF ASSESSMENTS IN IMPROVEMENT AREA #1 AND IMPROVEMENT AREA #2.

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THE IMPROVEMENT AREA #1 IMPROVEMENTS AND IMPROVEMENT AREA #2 IMPROVEMENTS

General

The Developers are responsible for the construction of the Improvement Area #1 Improvements and Improvement Area #2 Improvements. A portion of the costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements will be funded with proceeds of the Bonds. See “THE DEVELOPMENT – Development Plan” and “APPENDIX F – Development Agreement.”

The Improvement Area #1 Improvements and Improvement Area #2 Improvements include streets, sanitary sewer, storm drainage, water, and related soft costs. A description of the Improvement Area #1 Improvements and Improvement Area #2 Improvements follows:

Streets. Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1 and Improvement Area #2.

Sanitary Sewer. Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1 and Improvement Area #2.

Storm Drainage. Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1 and Improvement Area #2.

Water. Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1 and Improvement Area #2.

Soft Costs. Costs related to designing, constructing, and installing the Improvement Area #1 Improvements and Improvement Area #2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

The following table reflects the expected costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements as provided in the Service and Assessment Plan.

<u>Type of Improvement</u>	<u>Improvement Area #1</u>	<u>Improvement Area #2</u>	<u>Total Cost</u>
Streets	\$4,832,038	\$4,189,937	\$9,021,975
Sanitary Sewer	1,166,617	1,081,087	2,247,704
Storm Drainage	1,378,584	1,285,922	2,664,506
Water	1,357,083	1,213,571	2,570,654
Soft Costs	<u>873,500</u>	<u>777,500</u>	<u>1,651,000</u>
Total	\$9,607,822	\$8,548,017	\$18,155,839

Amenities and Private Improvements

The Development Agreement requires the Developers to construct, from their own funds without reimbursement by the City, the Amenities. The Amenities include an amenity center facility to include a swimming pool, enclosed children’s pool area, restroom building, shaded cabana, playground area with playground equipment, separate open play area, and landscaping, and meandering trails and open space areas throughout the District. The Amenities were completed in August 2024 at an approximate cost of \$1,050,780.

In addition to the Amenities and the Authorized Improvements described in the Service and Assessment Plan, including the Improvement Area #1 Improvements and Improvement Area #2 Improvements, the Developers are responsible for constructing, from their own funds without reimbursement by the City, certain “Private Improvements,” which include those horizontal improvements described in the plans and specifications submitted to the City as part of the zoning process, other than the Authorized Improvements, being constructed in each improvement area to get to the developed lot values established in an appraisal. The total budgeted cost of the Private Improvements, other than the Amenities, is approximately \$26,077,345, of which \$18,870,826 is allocable to Improvement Area #1 and Improvement Area #2. As of May 15, 2025, the Developers have paid all costs of the Major Improvements and the Amenities and have spent approximately \$17,612,849 on Private Improvements other than the Amenities, all of which is allocable to Improvement Area #1 and Improvement Area #2. See “THE DEVELOPMENT – Development Agreement” and “APPENDIX F – Development Agreement.”

Ownership and Maintenance of Improvements

The Major Improvements and the Improvement Area #1 Improvements have been and the Improvement Area #2 Improvements will be dedicated to and accepted by the City either by fee or through a public use easement and will constitute a portion of the City’s infrastructure improvements. The Major Improvements and the Improvement Area #1 Improvements are complete and have been dedicated to the City. The Developer expects the Improvement Area #2 Improvements to be complete in October 2025. The City will provide for the ongoing operation, maintenance, and repair of the road, sanitary sewer, and storm drainage portions of the Major Improvement, Improvement Area #1 Improvements, and Improvement Area #2 Improvements constructed and conveyed, as outlined in the Service and Assessment Plan.

The Amenities and the Private Improvements will be owned and operated the HOA. A portion of the annual HOA fee will be used to provide homeowners with access to the Amenities at no additional cost. See “OVERLAPPING TAXES AND DEBT – Homeowners’ Association Dues.”

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City’s Financial Advisor, and the Underwriter, and none of the City, the City’s Financial Advisor, or the Underwriter have any way of guaranteeing the accuracy of such information.

Development Plan

The Developers are developing the District as a master planned residential community known as “Stonehaven” in three improvement areas, consisting of a total of 809 detached single-family lots at final buildout. The Development also includes the Amenities, which include an amenity center facility to include a swimming pool, enclosed children’s pool area, restroom building, shaded cabana, playground area with playground equipment, separate open play area, and landscaping, and meandering trails and open space areas throughout the District. Maps of the District and Improvement Area #1, Improvement Area #2, and Improvement Area #3 thereof, are shown on the map on page iv. A Concept Plan of the District and a rendering of the amenity center facility are included on page v.

Improvement Areas # 1-2 consist of approximately 167.308 acres and include 583 50’ single-family residential lots, as follows:

<u>Improvement Area</u>	<u>Number of Lots</u>
#1	304
#2	<u>279</u>
Total	583

The Developers have completed construction of the portion of the Improvement Area #1 Improvements and Improvement Area #2 Improvements within Improvement Area #1, which improvements were accepted by the City in September 2024. The Developers expect to complete the portion of the Improvement Area #1 and Improvement Area #2 within Improvement Area #2 in September 2025.

The Developers have also completed construction of the Major Improvements.

Homebuilders in Improvement Area #1 and Improvement Area #2

Of the 583 homes to be constructed in Improvement Area #1 and Improvement Area #2, 292 will be constructed by Meritage and 291 will be constructed by Trophy. See “THE DEVELOPERS.”

Status of Development

Construction of homes in Improvement Area #1 began in November 2023 and the first homes were sold to residents in March 2024. Construction of homes in Improvement Area #2 is expected to begin in July 2025 and the first homes are expected to be sold to residents in October 2025. The Developers expect the final sales to residents in Improvement Area #1 and Improvement Area #2 to occur in April 2027 and June 2028, respectively.

The Developers’ current expectations regarding lot values and home prices within the District are shown in the following table.

Expected Lot Values and Home Prices

Improvement Area	Lot Size	Number of Lots	Estimated Lot Value	Expected/ Average Home Price
1	50’	304	\$71,780	\$358,902
2	50’	279	\$74,680	\$373,402
3	50’	226	\$73,000	\$365,000
Total		809		

The Developers’ current expectations regarding buildout of the lots and homes within Improvement Area #1 and Improvement Area #2 of the District are shown in the following table.

Actual/Expected Buildout of Single-Family Lots within the District ⁽¹⁾

Improvement Area	Lot Size	Number of Lots	Actual/Expected Infrastructure Completion Date	Actual/Expected Home Construction Commencement Date	Actual/Expected Initial Sale Date of Homes to Homeowners ⁽²⁾	Expected Final Sale Date of Homes to Homeowners ⁽²⁾
1	50’	304	Complete	November 2023	March 2024	April 2027
2	50’	279	September 2025	July 2025	October 2025	June 2028
Total		583				

⁽¹⁾ These projections regarding final buildout and final sale dates were provided by the Developers. Expected buildout and final sale date projections in the Appraisal may vary.

⁽²⁾ Sale date represents date the Developers expect homes to be under contract with homeowners.

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The actual and anticipated schedule for sale of single-family lots to homeowners in the District is shown in the following table.

Actual/Expected Sale of Single-Family Homes to Homeowners in the District ⁽¹⁾

Expected Sale Date ⁽²⁾	Improvement Area #1	Improvement Area #2	Improvement Area #3
2024 ⁽³⁾	72	—	—
2025 ⁽³⁾	72	24	—
2026	96	72	—
2027	64	104	—
2028	—	79	89
2029	—	—	137
Total	304	279	226

⁽¹⁾ These projections regarding expected absorption were provided by the Developer. Absorption projections in the Appraisal may vary. Numbers include model homes.

⁽²⁾ Sale date represents date that the Developers expect homes to be under contract with homeowners. Therefore, a home may be “sold” to a homeowner while it is still under construction.

⁽³⁾ Includes 103 homes in Improvement Area #1 that have closed with homeowners.

Photograph of the District

The following photograph shows the status of development in the District as of April 18, 2025.



Improvement Area #3 Improvements and Improvement Area #3 Bonds

The Developers expect to request the City to issue Improvement Area #3 Bonds to finance the cost of the Improvement Area #3 Improvements in the future. The Improvement Area #3 Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within Improvement Area #3. The Developer anticipates that Improvement Area #3 Bonds will be issued within the next two years, as described in the Service and Assessment Plan.

Development Agreement

Pursuant to the Development Agreement, the Developer has the right to construct public improvements for the District, including the Improvement Area #1 Improvements and Improvement Area #2 Improvements, according to certain rules and regulations of the City, and to be reimbursed for a portion of the costs of such construction from the proceeds of the Assessments and/or the Bonds. The Development Agreement provides certain requirements to be met for the issuance of the Bonds and any additional bonds issued for the payment of additional public improvements benefitting the District (collectively, "PID Bonds"), including (i) the total amount of PID Bonds issued for the benefit of the District may not exceed \$19,000,000, with the amount of costs payable to the Developer from the proceeds thereof limited to \$16,000,000; (ii) the maximum equivalent tax rate for each improvement area at the time of levy of assessments in such improvement area, including the projected annual assessment of the assessments to be levied and the tax rates of all overlapping taxing jurisdictions in such improvement area, cannot exceed \$3.02 per \$100 taxable assessed valuation based on the Estimated Build Out Value of each lot or parcel within such improvement area, subject to waiver by the City in favor of a lower ratio; (iii) the ratio of the appraised value of all assessable property within each improvement area to the amount of assessments to be levied in such improvement area or the principal amount of PID Bonds to be issued for the benefit of such improvement area, as the case may be, is at least 3:1, as confirmed by an appraisal from a licensed MAI appraiser; (iv) the Managing Developer or its Affiliates shall own all property within an improvement area prior to the levy of assessments for such improvement area, or have obtained the consent of any other landowners to the levy of such assessments; (v) the public improvements and private improvements in the improvement area for which PID Bonds are being issued must be complete in accordance with the requirements of the Development Agreement; and (vi) no event of default, or event which but for notice, the lapse of time, or both, would constitute an event of default by the Developer pursuant to the Development Agreement has occurred.

In addition, the Development Agreement provides that:

1. The Developer shall construct the infrastructure necessary to extend wastewater service to the Property. Such infrastructure was completed in April 2025.
2. The Developer shall oversize the wastewater line to the Property pursuant to the requirements of the Development Agreement. In exchange for such oversizing, the City shall pay the Developer the sum of \$4,376,674.90. The City shall pay such amount to the Developer at the time ownership of the wastewater line has been accepted by the City, such amount to be payable by the City from funds other than assessments levied within the District. The Developer has not received such reimbursement.
3. The Developer shall begin construction of improvements to Lasater Road and Stark Road in accordance with the requirements of the Development Agreement concurrently with commencement of construction of improvements in Improvement Area #1. The completion of the intersection of Lasater Road and Stark Road must be completed by June 1, 2025. The Developer shall pay the City liquidated damages in the amount of \$250.00 per day for each day beyond June 1, 2025, until completion; however, due to certain delays, the City has agreed to extend such deadline until September 30, 2025, the currently expected completion date.
4. The Developer shall begin construction of improvements to Simonds Road concurrently with commencement of construction of improvements in Improvement Area #3. Such improvements are expected to begin in November 2025.

Zoning/Permitting

Pursuant to the Development Agreement, the development of the property within the District will be governed by all City Regulations, as defined in the Development Agreement, applicable to the use and development of the District, including, but not limited to, zoning ordinance No. 26-2021, a planned development ordinance created for the District, provisions of the City's Code of Ordinances, approved plats, other ordinances enacted by the City Council, building codes, other construction and design standards, and other policies duly adopted by the City, as amended from time to time.

Education

The District is located within Dallas ISD. Dallas ISD operates 150 early learning and elementary schools, 43 middle schools, and 40 high schools. Students in the District are expected to attend Seagoville North Elementary School (approximately 2.6 miles from the District), Seagoville Middle School (approximately 2.5 miles from the District), and Seagoville High School (approximately 2.5 miles from the District).

Seagoville North Elementary School is rated 1 out of 10, and Seagoville Middle School is rated 3 out of 10 and Seagoville High School is rated 2 out of 10 by GreatSchools.org. According to the Texas Education Agency annual school report cards, Seagoville North Elementary School and Seagoville Middle School were rated “C” and Seagoville High School was rated “D” for the 2022-2023 school year, the last year for which reports have been issued. (The categories for public school districts and public schools are A, B, C, D, and F.)

Environmental

Site Evaluation. A Phase One Environmental Site Assessment of the Property, including Improvement Area #1 and Improvement Area #2 of the District, dated December 7, 2020, was performed by Alpha Testing, Inc. (“Alpha”). Alpha’s assessment revealed no evidence of recognized environmental conditions in connection with the Property.

Endangered Species. According to the website for the Texas Parks and Wildlife Department, the following species are federally and/or state endangered and threatened species in Dallas County.

Federally endangered: golden-cheeked warbler and whooping crane

State endangered: golden-cheeked warbler, whooping crane, and interior least tern

Federally threatened: piping plover, rufa red knot, black rail, Texas fawnsfoot, yellow-billed cuckoo

State endangered: piping plover, rufa red knot, black rail, Texas fawnsfoot, white-faced ibis, wood stork, Louisiana pigtoe, sandbank pocketbook, Texas heelsplitter, Trinity pigtoe, alligator snapping turtle, and Texas horned lizard

The Developers are not aware of any endangered or threatened species located on District property.

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Traffic Impact Analysis

LJA Engineering, Inc. (the “Traffic Engineer”) prepared a report of its Traffic Impact Analysis of the Development, dated March 29, 2023. The Traffic Engineer recommended the following traffic mitigation measures:

- Installation of an eastbound right-turn deceleration lane on Stark Road at Drive B; and
- Installation of a southbound right-turn lane on Lasater Road at Drive D.

The Developers have completed the recommended traffic mitigation measures.



Mineral Rights, Easements, and Other Third-Party 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 Rights”) pursuant to various instruments in the chain of title for various tracts of land within and immediately adjacent to the District.

Although there is no exploration or production of oil, gas, or other mineral or groundwater rights on the property within the District, exploration and/or production may be possible on adjacent properties. Certain rules and regulations of the Texas Railroad Commission may restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues.

Although the Developer does not expect the above-described Third-Party 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, the property within the District, or the ability of landowners within Improvement Area #1 and Improvement Area #2 of the District to pay Assessments, the Developer makes no guarantee as to such expectation. See “BONDHOLDERS’ RISKS – Exercise of Third-Party Property Rights.”

Flood Zone

According to the Federal Emergency Management Agency (“FEMA”) Flood Insurance Rate Map (“FIRM”), Community Panel No. 48113CO545K, effective July 7, 2014, all of the property within Improvement Area #1 and Improvement Area #2 of the District lies outside the range of both the 100-year and 500-year flood plains, referred to as Zone X. See “BONDHOLDERS’ RISKS – Flood Plains.”

Utilities

Water and Wastewater. The City will be the retail provider of both water and wastewater service to the District. The City’s water distribution system and wastewater collection and treatment system currently have sufficient capacity to provide water and wastewater service to the Development. See “THE CITY – Water and Wastewater.”

Other Utilities. The Developer anticipate additional utilities to be provided by the following entities:

Gas	Atmos Energy
Phone/Data/Cable	AT&T
Electric	Oncor

THE DEVELOPERS

The following information has been provided by the Developers. 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.

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, if any, 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 public improvement district. A developer is generally under no obligation to a public improvement district, such as the District or the City, 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 Managing Developer

The Managing Developer is wholly owned by Meritage Homes of Texas Holding, Inc., which is wholly owned by Meritage Homes Corporation (“MTH”). Meritage was created by MTH 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.

MTH constructs a variety of single-family detached homes across the United States. It is the fifth largest home builder in the country, based on 2024 home sales. MTH operates through two segments: homebuilding and financial services. It acquires and develops land and constructs, markets, and sells homes for first-time and first move-up buyers. MTH also offers title insurance and closing/settlement services to its homebuyers. It builds and sells homes in Texas, Arizona, California, Colorado, Florida, North Carolina, South Carolina, Georgia, and Tennessee under the Meritage Homes brand name.

MTH is a publicly traded company on the New York Stock Exchange under the ticker symbol “MTH.” MTH 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 SEC. The file number for Meritage is No.1-9977. 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 MTH 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.

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

Description of Past and Current Projects of the Managing Developer

Name of Community	City	Number of Lots	Status of Development
Simpson Crossing	Lowry Crossing	540	In Development
Trails of Lavon	Lavon	651	In Development
Brookside	Princeton	328	Fully Developed

Executive Biography of Principals of the Managing Developer

Austin Woffinden, Dallas/Fort Worth (DFW) Area President. Mr. Woffinden strategically leads and directs Meritage’s Dallas/Fort Worth Division to ensure attainment of established business plans and plays an active role in developing, implementing, and achieving the strategic and annual operating goals. Mr. Woffinden holds a Doctor of Jurisprudence from Arizona State University and a Bachelor of Science from Brigham Young University. Mr. Woffinden served as Division Vice President for the Meritage Phoenix Division prior to his current role in the Dallas/Fort Worth Division.

Description of GRBK

GRBK is a limited liability company. Its sole member is Green Brick. Green Brick is a publicly traded company listed on The New York Stock Exchange under the ticker symbol “GRBK.” Green Brick invests in a wide range of real estate investments and is a diversified homebuilding and land development company. Green Brick acquires and develops land, and provides land and construction financing to its controlled homebuilders. Green Brick also operates Green Brick Title, Green Brick Mortgage, and BHOME Mortgage as part of its operations portfolio allowing a fully integrated process throughout the home buying experience.

Green Brick provides expertise and capital to develop neighborhoods with timeless, classic architecture interwoven with the latest technological advancements, and in turn provide a long-term return for their investors, residents, and cities where they develop and build. Green Brick currently operates in Texas, Georgia, Colorado, and Florida.

In the Dallas Metroplex, Green Brick develops neighborhoods for their Team Builders™ and for many of the most well-known large public and private homebuilders in the nation under the Green Brick brand. As of December 31, 2024, Green Brick had 37,831 lots owned and controlled. When excluding land held for future development, as of December 31, 2024, Green Brick had 34,031 lots owned and controlled. This was in high-growth sub-markets throughout the Dallas and Atlanta metropolitan areas and the Vero Beach, Florida market. For additional information, see “BONDHOLDERS’ RISKS – Dependence Upon Developers and Homebuilders.”

Green Brick is subject to the informational requirements of the Securities and Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the SEC. Such reports, proxy statements, and other information filed by Green Brick 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. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the NYSE, 11 Wall St, New York, NY 10005. All documents subsequently filed by Green Brick pursuant to the requirements of the Securities and Exchange Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

In addition, Green Brick makes available on its website, <https://greenbrickpartners.com/reporting/>, its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have been electronically filed with the SEC as well as other financial institutions. Unless otherwise specified, information contained on Green Brick’s website is not incorporated into this Limited Offering Memorandum.

Description of Past and Current Projects of GRBK

The following is a brief sampling of past and current development projects of GRBK and its related entities:

Name of Community	City	Number of Lots	Status of Development
The Village at Twin Creeks	Allen	561	Fully Developed
Edgewood	Frisco	354	Fully Developed
Park Vista	Frisco	359	Fully Developed
Buffalo Ridge	Waxahachie	405	Fully Developed

Executive Biographies of Green Brick

James R. Brickman, Co-Founder, Chief Executive Officer and Director. Mr. Brickman is responsible for all major investment decisions, capital allocation, strategic planning and relationships with Green Brick’s builders. Mr. Brickman was the founding manager and advisor of each of JBGL Capital LP, since 2008, and JBGL Builder Finance LLC, since 2010. Prior to forming JBGL in 2008, Mr. Brickman was a manager of various joint ventures and limited partnerships that developed/built low and high-rise office buildings, multi-family and condominium homes, single-family homes, entitled land and supervised a property management company. He previously served as Chairman and CEO of Princeton Homes Ltd. and Princeton Realty Corporation, which developed land, constructed custom single-family homes and managed apartments it built. Mr. Brickman has over 40 years of experience in nearly all phases of real estate construction, development, and real estate finance property management. Mr. Brickman received B.B.A. and M.B.A degrees from Southern Methodist University.

Richard A. Costello, Chief Financial Officer. Mr. Costello joined Green Brick as CFO in January 2015, months after the company went public. His responsibilities include oversight of all financial reporting, lending relationships, audit supervision, cash management, and investor relations. He has over 26 years of financial and operational experience in all aspects of real estate management. Since 2007, Mr. Costello has been a private investor. Previously, he worked for 16 years at GL Homes of Florida, one of the largest private developers and home builders in Florida. There he served as Chief Financial Officer and Chief Operating Officer as well as in other senior financial management roles. Prior to joining GL Homes, Mr. Costello worked for six years as AVP-Finance for Paragon Group, a regional commercial real estate developer, and for four years as an auditor for KPMG. Mr. Costello received a B.S.

degree in Accounting from the University of Central Florida and his M.B.A from Northwestern University's Kellogg School.

Jed Dolson, Chief Operations Officer and Executive Vice President. Mr. Dolson currently serves as the Chief Operating Officer and Executive Vice President for Green Brick. Prior to his role as COO and Executive VP, Mr. Dolson was the President of Texas Region for Green Brick where he oversaw Green Brick's majority ownership positions in Centre Living Homes, CB JENI Homes, Normandy Homes, Southgate Homes, and Trophy Signature Homes. Mr. Dolson also served as the Head of Land Acquisition and Development for Green Brick from 2013 to 2017. Before joining Green Brick, Mr. Dolson served as a managing member of Pecos One LLC, a consulting firm Mr. Dolson owned that exclusively provided development management services for all Green Brick projects since 2010. Mr. Dolson worked for three years at Jones & Boyd Engineering, and later served five years as Director of Development for a local private residential developer. Mr. Dolson received a B.S. degree in Civil Engineering from Texas A&M University and a M.S. Degree in Civil Engineering from Stanford University.

Bobby L. Samuel III, Executive Vice President of Land. Mr. Samuel currently serves as the Executive Vice President of Land for Green Brick. Before joining Green Brick, Mr. Samuel served as the Vice President of Land for the Dallas-Fort Worth Division of a large public homebuilder. His experience also includes serving as a civil engineering consultant and client manager with a national engineering firm and Director of Land Development for a Dallas-Fort Worth private residential developer. Mr. Samuel received a B.S. degree in Civil Engineering from Texas A&M University, his M.B.A from Texas Christian University, and holds a professional engineering license in the State of Texas.

History and Financing of the District

The Developers purchased separate portions of the Property in September 2021 and January 2023. The Managing Developer's acquisition was made with corporate cash on hand and GRBK's acquisition was made with internal corporate cash funding. No third-party financing was used.

The costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements were approximately \$18,155,839. A portion of such costs in the amount of \$683,734 will be paid from proceeds of the Assessments collected by the City in 2024 and 2025, which amount will be deposited to the Improvement Account of the Project Fund. An additional portion of such costs in the approximate amount of \$10,478,120* is expected to be reimbursed to the Managing Developer from proceeds of the Bonds. The remainder of such costs in the approximate amount of \$6,993,985* have been paid by the Developers with cash on hand or corporate cash funding and will not be reimbursed by the City.

The cost of the Major Improvements was approximately \$17,487,464, the costs of the Amenities was approximately \$1,050,780, and the budgeted cost of the Private Improvements other than the Amenities is approximately \$26,077,345. Of the \$26,077,345 for the entire District, \$18,870,826 is allocable to Improvement Area #1 and Improvement Area #2. As of May 15, 2025, the Developers have paid all of the costs of the Amenities and the Major Improvements and \$17,612,849 of the cost of the other Private Improvements (all of which is allocable to Improvement Area #1 and Improvement Area #2). Such costs have been or will be financed through cash on hand or corporate cash funding, as described below, and will not be reimbursed by the City.

Meritage funds its portions of all costs with corporate cash on hand.

GRBK funds its portion of all costs with corporate cash funding through a senior, unsecured revolving credit facility (the "Unsecured Revolving Credit Facility") with a lender group comprised of eight banks including Flagstar Bank, Veritex Community Bank, Huntington National Bank, Texas Capital Bank, Goldman Sachs Bank US, BancorpSouth Bank, Woodforest National Bank, and MidFirst Bank. The Unsecured Revolving Credit Facility provides the Managing Developer with \$300,000,000 in commitments. As of June 1, 2025, \$305,000,000 of the Unsecured Revolving Credit Facility was available. Additional corporate cash funding is provided to GRBK through a revolving credit facility (the "Inwood Revolving Credit Facility") with Inwood National Bank. The Inwood Revolving Credit Facility provides the Managing Developer with \$35,000,000 of a secured revolving line of credit, which is secured by mortgages on real property and security interests in certain personal property (to the extent that such personal property is connected with the use and enjoyment of the real property) that is owned by certain of

GRBK's subsidiaries. The Inwood Revolving Credit Facility is not secured by any real or personal property within or related to the District. As of June 1, 2025, \$35,000,000 of the Inwood Revolving Credit Facility was available.

THE PID ADMINISTRATOR

The following information has been provided by P3Works, LLC, as the PID Administrator. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC, as PID Administrator, and has been included in reliance upon the authority of such firm as an expert in the field of assessment finance.

The City has entered into an agreement for administration of the District (the "Administration Agreement") with P3Works, LLC, as PID Administrator to provide specialized services related to the administration of the District. The Scope of Services for the Administration Agreement includes the following PID Administration tasks: (i) annual update to the Service and Assessment Plan, (ii) coordination of the billing and collection of Annual Installments, (iii) calculation of Assessment prepayments, (iv) trust indenture compliance analysis, (v) preparation of an assessment parcel database, (vi) responses to property owner inquiries, (vii) review of construction draw requests, (viii) arbitrage rebate services, and (ix) preparation of continuing disclosure reports.

APPRAISAL

General. Integra Realty Resources – Dallas (the "Appraiser") prepared an appraisal report (the "Appraisal") for the City and the Underwriter dated April 11, 2025, based on a physical inspection of Improvement Area #1 and Improvement Area #2 conducted on March 17, 2025. The "date of value" with respect to Improvement Area #1 is March 17, 2025, and the "date of value" with respect to Improvement Area #2 is September 1, 2025. The Appraisal was prepared at the request of the City and the Underwriter. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to Improvement Area #1 and Improvement Area #2. The Appraisal is attached hereto as APPENDIX G 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 G – Appraisal."

Value Estimates. The City requested that the Appraiser prepare an appraisal report of the cumulative market value of Improvement Area #1 and the prospective cumulative market value of Improvement Area #2. The Appraiser estimated the cumulative market value of the fee simple interest in Improvement Area #1 and the prospective cumulative market value of Improvement Area #2 under certain hypothetical conditions. The Appraisal does not reflect the value of Improvement Area #1 and Improvement Area #2 as if sold to a single purchaser in a single transaction. The hypothetical conditions include the assumption that all of the Improvement Area #2 Improvements have been completed in accordance with plans and specifications as of the date specified below. See "THE IMPROVEMENT AREA #1 AND IMPROVEMENT AREA #2 PROJECTS" "THE DEVELOPMENT – Development Plan," and "APPENDIX G – Appraisal."

The "as is" cumulative market value of the assessable property within Improvement Area #1 using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, is \$20,216,000 as of March 17, 2025.

The hypothetical "as complete" prospective cumulative market value of the assessable property within Improvement Area #2, assuming completion of the Improvement Area #2 Projects, using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, is \$19,181,250 as of September 1, 2025. See "APPENDIX G – Appraisal."

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

realized, and none of the City, the Developer or the Underwriter make any representation as to the reasonableness of such assumptions.

The Appraiser confirms that the valuations included in the Appraisal were prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Caution should be exercised in the evaluation and use of appraisal results. An 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. It 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 internal forecasts of net operating income for the properties in Improvement Area #1 and Improvement Area #2 is considered by the Appraiser 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 Improvement Area #1 and Improvement Area #2.

The intended use and user of the Appraisal are specifically identified in the Appraisal as agreed upon in the contract for services and/or reliance language found in the Appraisal. The Appraiser has consented to the use of the Appraisal in this Limited Offering Memorandum in connection with the issuance of the Bonds. No other use or user of the Appraisal is permitted by any other party for any other purpose.

BONDHOLDERS' RISKS

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

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM A FIRST LIEN ON, SECURITY INTEREST IN, AND PLEDGE OF 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 TRUST ESTATE 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 ASSETS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY ASSETS OF THE CITY OTHER THAN THE TRUST ESTATE.

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. See "– Limited Secondary Market for 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. See "– No Credit Rating."

Deemed Representations and Acknowledgment by Initial Purchasers

Each Initial Purchaser will be deemed to have acknowledged and represented to the City the matters set forth under the heading “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS” which include, among others, a representation and acknowledgment that the purchase of the Bonds involves investment risks, certain of which are set forth under this heading “BONDHOLDERS’ RISKS” and elsewhere herein, and each Initial Purchaser, 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 Initial Purchaser can afford a complete loss of its investment in the Bonds.

General Factors relating to Payment of the Bonds

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 #1 and Improvement Area #2 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 #1 and Improvement Area #2, (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 property within the District, it being understood that poor economic conditions within the City, State, and region may slow the assumed pace of sales of such property.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the land within Improvement Area #1 and Improvement Area #2 should proceed more slowly than expected and the Developers are unable to pay the Assessments, only the value of the Assessed Property, 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 #1 and Improvement Area #2. 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.

Assessment Limitations

Annual Installments of Assessments are billed to owners of Assessed Property. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as ad valorem taxes as set forth under “ASSESSMENT PROCEDURES.” Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year and the Annual Collection Costs for such year. See “ASSESSMENT PROCEDURES.” The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments, 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 Bond Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS – Bondholders’ Remedies and Bankruptcy.”

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #1 and Improvement Area #2, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any

remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, Section 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 Annual Installments 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 Section 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 Ordinances. However, an Assessment Lien may not be foreclosed upon if any Pre-existing Homestead Rights were properly claimed prior to the adoption of the Assessment Ordinances for as long as such rights are maintained on the property. It is unclear under State 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 State 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 Ordinances, no such homestead rights had been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer has represented that it owned all property within Improvement Area #1 and Improvement Area #2 and Improvement Area #2, as applicable, as of the date of adoption of the Assessment Ordinances. Consequently, there are and can be no Pre-existing Homestead Rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Lien may be foreclosed upon by the City.

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

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE ASSESSED PROPERTY, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT, OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF ASSESSED PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1 AND IMPROVEMENT AREA #2 OF THE DISTRICT.

Direct and Overlapping Indebtedness, Assessments, and Taxes

The ability of an owner of Assessed Property within Improvement Area #1 and Improvement Area #2 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 Improvement Area #1 and Improvement Area #2 currently impose ad valorem taxes on the property within Improvement Area #1 and Improvement Area #2 and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area #1 and Improvement Area #2. The imposition of additional liens, whether from taxes, assessments, or private financing, may reduce the ability or willingness of the landowners to pay the Assessments. See "OVERLAPPING TAXES AND DEBT."

Depletion of Accounts of the Reserve Fund; Delinquency and Prepayment Reserve Account Not Fully Funded

Failure of the owners of Assessed Property within Improvement Area #1 and Improvement Area #2 to pay the Assessments when due could result in the rapid, total depletion of the Bond Reserve Account and the Delinquency and Prepayment 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 Reserve Fund. The Bond Reserve Account of the Reserve Fund will be fully funded from proceeds of the Bonds; however, the amount required to reach the Delinquency and Prepayment Reserve Requirement of the Delinquency and Prepayment Reserve Account will be accumulated over time by the mechanism described in “SECURITY FOR THE BONDS – Delinquency and Prepayment Reserve Account of the Reserve Fund.” The Indenture provides that if, after a 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, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments. See “SECURITY FOR THE BONDS – Bond Reserve Account of the Reserve Fund” and “– Delinquency and Prepayment Reserve Account of the Reserve Fund.”

Lien Foreclosure and 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. See “OVERLAPPING TAXES AND DEBT.”

Bondholders’ Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, the Trustee may, and at the written direction of the Owners of not less than twenty-five percent (25%) in aggregate Outstanding principal amount of the Bonds and its receipt of indemnity satisfactory to it shall, 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 in the Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

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 #1 and Improvement Area #2 or sell property within Improvement Area #1 and Improvement Area #2 in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “BONDHOLDERS’ RISKS – Bankruptcy Limitation to Bondholders’ Rights.”

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within 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 judgment, is justiciable against a municipality.

The City is not aware of any Texas court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City’s sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted (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 #1 and Improvement Area #2 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 Acceleration

The Indenture expressly denies the right of acceleration 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 State law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946 (“Chapter 9”). The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under Chapter 9, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of Chapter 9, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under State 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. The City cannot predict a Bankruptcy Court’s treatment of the Owners’ creditor claim and whether an Owner would be repaid in full.

State Law Requiring Notice of Assessment; Failure of Developers and Homebuilders to Deliver Required Notice Pursuant to Texas Property Code

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 for the purchase of such real property, 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 purchase contract is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the purchase contract. If the Developers or the homebuilders within Improvement Area #1 and Improvement Area #2 do not provide the required notice and prospective purchasers of property within Improvement Area #1 and Improvement Area #2 terminate a purchase contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney’s fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney’s fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property should be 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, if the Developers or homebuilders do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The forms of notice to be provided to homebuyers are attached as Appendix B to the Service and Assessment Plan and will be included in each Annual Service Plan Update. See “APPENDIX C – Form of Service and Assessment Plan.”

Potential Future Changes in State Law Regarding Public Improvement Districts

During Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 89th Legislative Session of the State convened on January 14, 2025, and is scheduled to conclude on June 2, 2025. 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. 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.

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 Improvement Area #1 and Improvement Area #2 subject to the Assessments, existing real estate and financial market conditions and other factors.

No Credit Rating

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

Adverse Developments Affecting the Financial Services Industry

Actual events involving limited liquidity, defaults, non-performance, or other adverse developments that affect financial institutions, transactional counterparties, or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems. In the recent past troubled financial institutions have been closed and/or swept into receivership by the Federal Deposit Insurance Corporation ("FDIC") or acquired by or received cash rescue packages from more solvent financial institutions. Borrowers under credit agreements, letters of credit, and certain other financial instruments with any financial institution that is placed into receivership by the FDIC may be unable to access undrawn amounts for an unspecified period.

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, including the schedule for and/or the costs of the various improvements to be constructed within the District necessary to serve residents therein, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing

properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

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

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Developers, the homebuilders, and any subsequent owners to pay the Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Assessments and could greatly reduce the value of the property within Improvement Area #1 and Improvement Area #2 in the event such property has to be foreclosed. If Annual Installments of Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

The real estate market is currently experiencing a slowing of new home sales and new home closings due in part to rising inflation and mortgage interest rates. It is difficult to determine what effects the on-again, off-again tariffs imposed by the federal administration and retaliatory tariffs against the United States will have on inflation and mortgage interest rates. Downturns in the real estate market, mortgage rates, and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of home sales within Improvement Area #1 and Improvement Area #2. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Risks Related to Recent Increase in Costs of Building Materials and Labor Shortages

As a result of low supply and high demand, shipping constraints, and the ongoing trade war (including tariffs and retaliatory tariffs), there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. Further, the federal administration's on-again, off-again tariffs, threatened impositions of tariffs, and the imposition or threatened imposition of retaliatory tariffs against the United States will impact the ability of the Developer to estimate costs. If the Actual Costs of the Improvement Area #2 Projects are substantially greater than the estimated costs or if the Developers are unable to access building materials in a timely manner, it may affect the ability of the Developers to complete the Improvement Area #2 Projects or the homebuilders to complete construction of homes, or to pay the Assessments when due. See "THE DEVELOPERS – History and Financing of the District."

The federal administration's immigration policies may impact the State's workforce. Undocumented construction workers make up a large percentage of construction workers in the State. Mass deportations or immigration policies that make it challenging for foreign workers to work in the United States may result in labor shortages, particularly in construction. Labor shortages will impact the Developers' ability to estimate costs and to complete the Improvement Area #1 and Improvement Area #2 Projects and the homebuilders' ability to construct homes within Improvement Area #1 and Improvement Area #2 of the District.

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 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 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 the Developers and the homebuilders.

Absorption Rates

There can be no assurance that the Developers or the homebuilders will be able to achieve their anticipated absorption rates. Failure to achieve the absorption rate estimates may adversely affect the estimated value of the District, could impair the economic viability of the District, and could reduce the ability or desire of owners Assessed Property in Improvement Area #1 and Improvement Area #2 of the District to pay the Assessments.

Competition

The housing industry in the Dallas-Fort Worth area is very competitive, and none of the Developer, the City, the City's Financial Advisor, or the Underwriter can give any assurance that the building programs which are planned throughout the District will be completed in accordance with the Developer's expectations. The competitive position of the Developer in the sale of developed lots or of the affiliate homebuilders in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

Competitive projects in the area include, but are not limited to, the following:

<u>Project Name</u>	<u># of Lots</u>	<u>Proximity to Development</u>	<u>Developer</u>	<u>Prices</u>	<u># of Lots Completed</u>
Santorini	1,938	3.1 miles	Megatel	\$309k-\$430k	104
Cartwright Ranch	3,978	10.4 miles	Centurion American	\$245k-\$333k	3,963
Clements Ranch	1,015	14.8 miles	Clements Ranch, LLC	\$300k-\$380k	1,015

⁽¹⁾ Provided by the Developers using publicly available data. The Developers make no representation as to whether such information is accurate or current.

There can be no assurances that other similar single-family residential projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development.

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 #1 and Improvement Area #2 be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within Improvement Area #1 and Improvement Area #2 does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within Improvement Area #1 and Improvement Area #2 has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist, and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within Improvement Area #1 and Improvement Area #2 resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See “THE DEVELOPMENT – Environmental” for discussion of a previous Phase One Environmental Site Assessment performed on property within the District.

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.

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, as applicable. 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.”

Flood Plains

According to the FEMA FIRM, Community Panel No. 48113CO545K, effective July 7, 2014, all of the property within Improvement Area #1 and Improvement Area #2 of the District lies outside the range of both the 100-year and 500-year flood plains, referred to as Zone X.

FEMA will from time to time revise its FIRMs. None of the City, the Underwriter, or the Developer makes any representation as to whether FEMA may revise its FIRMs, whether such revisions may result in homes that are currently outside of the 500-year or 100-year flood plain from being included in the 500-year or 100-year flood plain in the future, or whether extreme flooding events may occur more often than assumed in creating the rate maps.

Risk from Weather Events

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

Exercise of Third-Party Property Rights

As described under “THE DEVELOPMENT – Mineral Rights, Easements, and Other Third-Party Property Rights,” there are certain mineral and third-party rights reservations located within Improvement Area #1 and Improvement Area #2 of the District not owned by the Developer. There may also be additional mineral, third-party, and related real property rights reflected in the chain of title for the real property within Improvement Area #1 and Improvement Area #2 of the District recorded in the real property records of Dallas County.

The Developer does not expect the existence or exercise of any such mineral or third-party]rights in or around the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within Improvement Area #1 and Improvement Area #2 of the District to pay Assessments. However, none of the City, the City’s Financial Advisor, or the Underwriter provide any assurances as to such expectations.

Tax-Exempt Status of the Bonds

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

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

As further described in “TAX MATTERS” below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986, as amended (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 disagrees may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

Management and Ownership

The management and ownership of the Developers, the homebuilders, 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, new developers or new officers in management positions may not have comparable experience in projects comparable to the Development.

Dependence Upon Developer and Homebuilders

Currently, the Developers and their affiliate homebuilders have the obligation for payment of approximately 75% of the Assessments. The ability of the Developers and homebuilders 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 the Developers or the homebuilders to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether the Developers or any homebuilder will advance such funds. See “THE DEVELOPERS – Description of Managing Developer” and “– Description of GRBK.”

None of the Developers or the homebuilders will guarantee or otherwise be obligated to pay debt service on the Bonds. Payment of the Assessments on the Assessed Property will initially be the responsibility of the Developers and/or the homebuilders, as the case may be, as the owners of such Assessed Property prior to purchase by homeowners.

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 Improvement Area #1 and Improvement Area #2 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 Improvement Area #1 and Improvement Area #2.

In performing its analyses, an 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 to 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.

The intended use and user of the Appraisal are specifically identified in the Appraisal as agreed upon in the contract for services and/or reliance language found in the Appraisal. The Appraiser has consented to the use of the Appraisal in this Limited Offering Memorandum in connection with the issuance of the Bonds. No other use or user of the Appraisal is permitted by any other party for any other purpose.

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 Bracewell LLP, 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 Code, and (ii) is not an item of tax preference 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 the 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 IRS. 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 the foregoing 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 IRS; 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 IRS 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 IRS will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the IRS is likely to treat the City as the taxpayer, and the owners of the Bonds 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 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 advisors with respect to any recently enacted, proposed, pending or future legislation.

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

Legal Opinions

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

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE – The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts," as to which no opinion is expressed), "THE DISTRICT" (except for the subcaption "Collection and Delinquency History of Improvement Area #1 and Improvement Area #2 of the District"), "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings" (except for the final paragraph thereof), "LEGAL MATTERS – Legal Opinions" (except for the final paragraph thereof), "CONTINUING DISCLOSURE – The City," "REGISTRATION

AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS,” and “APPENDIX B” and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinances, 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 Ordinances, and the Indenture.

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

Litigation – The City

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

At the time of delivery and payment for the Bonds, the Managing Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Managing Developer, threatened against or affecting the Managing Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Managing Developer or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Development Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”).

NO RATING

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

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City, the PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. (in such capacity, the “Dissemination Agent”) will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement of the Issuer”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of the Issuer, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX E-1 – Form of Disclosure Agreement of Issuer.” Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of the Issuer

constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of the Issuer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

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

The City's Compliance with Prior Undertakings

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

The Managing Developer

The Managing Developer will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of Developer") with the PID Administrator and the Dissemination Agent for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreements of Developer, certain information regarding the Development and the Improvement Area #1 Improvements and Improvement Area #2 Improvements (collectively, the "Developer Reports"). The specific nature of the information to be contained in the Developer Reports is set forth in "APPENDIX E-2 – Form of Disclosure Agreement of Developer." Under certain circumstances, the failure of the Managing Developer to comply with its obligations under the Disclosure Agreement of Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Developer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

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

The Managing Developer's Compliance With Prior Undertakings

Other than described below, during the last five years, the Managing Developer has complied in all material respects with its continuing disclosure agreements made in accordance with the Rule.

In connection with its continuing disclosure obligations related to the City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2021 (Durango Farms Public Improvement District Project), the Managing Developer failed to file its quarterly report for the period ending March 31, 2022, by the May 15, 2022, deadline. The Managing Developer filed the quarterly report on May 23, 2022, and filed notice of its failure to file on May 25, 2022.

UNDERWRITING

FMSbonds, Inc. (the “Underwriter”) has agreed to purchase the Bonds from the City at a purchase price of \$_____ (the par amount of the Bonds, less an underwriting discount of \$_____). The Underwriter’s obligations are subject to certain conditions precedent and, if obligated to purchase any of the Bonds, the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on page i 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.” 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 of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those 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

Under State law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (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 is 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 City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in this 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 City'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 the City's custodian of the banking deposits issued for the City's 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 SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of the PFIA that are issued by an institution that 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 Share Insurance Fund, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) 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 (B) a depository institution that has its main office or 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 SEC and operating pursuant to SEC 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 secured by a combination of cash and obligations described in clause (1) above, clause (12) below, require the securities being purchased by the City or cash held by the City to be 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) 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; (12) 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; (13) no-load money market mutual funds registered with and regulated by the United States SEC 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 that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (14) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) 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, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract and are pledged to the City and deposited with the City or a third party selected and approved by the City.

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 ten (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 (8) 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 (8) above, clauses (12) through (14) above, 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.

Under State 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 include 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 State law, the City’s 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 City’s investment officers must submit an investment report to the City Council detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) State law. No person may invest City funds without express written authority from the City Council.

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt by written instrument 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 qualified representative of firms offering to engage in an investment transaction with 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 entity’s entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the City’s investment policy; (6) provide specific investment training for the Treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than ninety (90) days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no

more than 15 percent of the City'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 Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and their representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Developers

The information contained in this Limited Offering Memorandum relating to the description of the Improvement Area #1 Improvements and Improvement Area #2 Improvements generally and, in particular, the information included in the maps in the Limited Offering Memorandum and in the sections captioned "PLAN OF FINANCE" (except for "- The Bonds"), "THE IMPROVEMENT AREA #1 IMPROVEMENTS AND IMPROVEMENT AREA #2 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPERS," and "BONDHOLDERS' RISKS" (only as it pertains to the Developers and their affiliates, the Improvement Area #1 Improvements and Improvement Area #2 Improvements, and the Development), "LEGAL MATTERS – Litigation – The Managing Developer," "CONTINUING DISCLOSURE – The Managing Developer and – The Managing

Developer's Compliance with Prior Undertakings," "APPENDIX E-2," and "APPENDIX F" has been provided by the Developers.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLP, and has been included in reliance upon the authority of such firm as experts in the field of assessment allocation/methodology and district administration.

The information regarding the Appraisal in this Limited Offering Memorandum has been provided by Integra Realty Resources – Dallas and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property. Integra Realty Resources – Dallas has consented to the inclusion of the Appraisal herein.

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 ninety (90) days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

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

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

AUTHORIZATION AND APPROVAL

The Bond Ordinance authorizing the issuance of the Bonds will approve the form and content of this Preliminary Limited Offering Memorandum, and any addenda, supplement, or amendment hereto, and authorize its further use in the offering of the Bonds by the Underwriter.

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APPENDIX A

GENERAL INFORMATION REGARDING THE CITY AND SURROUNDING AREAS

The following information has been provided for informational purposes only.

General Information

The City is located primarily in Dallas County, with a small portion in Kaufman County. The City is located approximately 20 miles southeast of Dallas and 10 miles southeast of the City of Mesquite. Access to the City is provided by U.S. Highway 175. The City covers approximately 18 square miles.

The City's location as part of the Dallas-Fort Worth-Arlington Metroplex has resulted in rapid growth over the last several years. According to the U.S. Census Bureau, the City's 2020 population was 18,446. The City estimates its 2025 population to be approximately 20,866.

City Government

The City is a political subdivision and home rule city of the State, duly organized and existing under the laws of the State. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and five Councilmembers elected for staggered two-year terms. The City Manager is the Chief Administrative Officer for the City. The current members of the City Council and the principal administrators of the City are shown on page i hereof.

Principal Employers in the City

The ten largest employers in the City are set forth in the table below.

<u>Employer</u>	<u>Product or Service</u>	<u>Employees</u>
O-Reilly Auto Parts	Auto Parts Distributor	603
Wal-Mart	Retail Sales	440
Federal Correctional Institute	Minimum Security Prison	293
Heartland Express	Shipping/Freight	101
City of Seagoville	Government	120
Precision Hayes International	Manufacturing	110
Beacon Industries	Machine Shop	56
Super One	Grocery	61
Seagoville North Elementary	School	75
Seagoville Elementary	School	60

Source: City's Annual Comprehensive Financial Report for Fiscal Year ended September 30, 2023

Historical Employment in Dallas County (Average Annual)

	Average Annual				
	2025 ⁽¹⁾	2024	2023	2022	2021
Civilian Labor Force	1,446,262	1,433,463	1,400,967	1,380,726	1,354,284
Total Employed	1,389,419	1,375,000	1,344,877	1,327,910	1,278,432
Unemployment	56,843	56,463	56,090	52,816	75,852
Unemployment Rate	3.9%	4.1%	4.0%	3.8%	5.6%

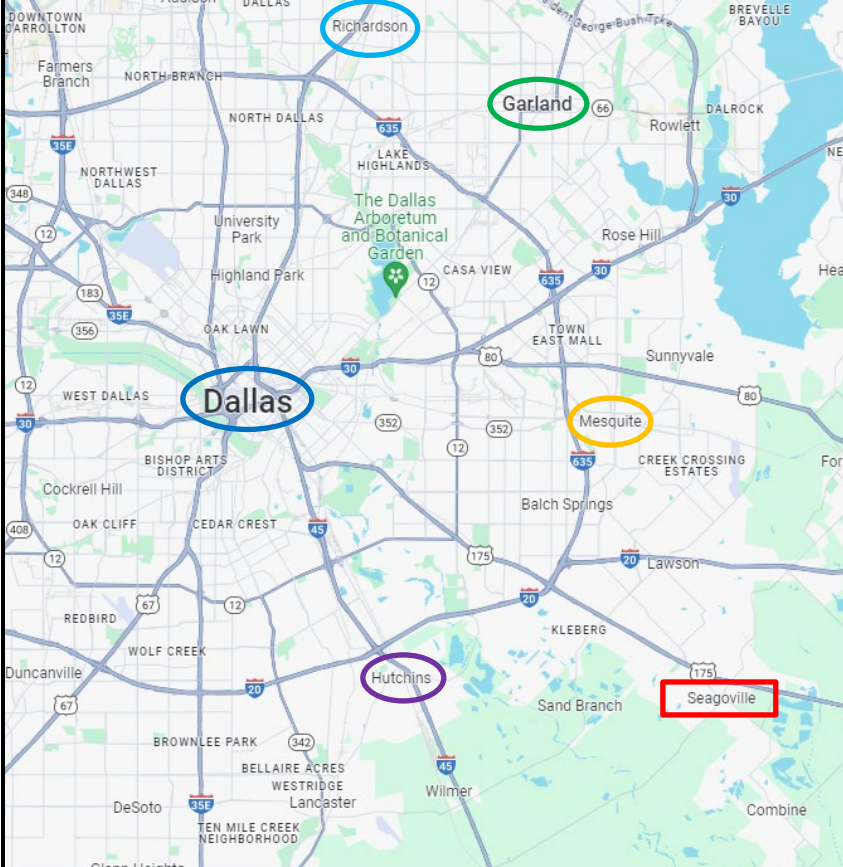
⁽¹⁾ As of March 2025.

Source: Texas Workforce Commission.

Dallas-Fort Worth-Arlington MSA – Regional Employment

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

City of Dallas (2024)		City of Garland (2024)		City of Richardson (2023)	
Approximately 20 miles from the City		Approximately 24 miles from the City		Approximately 30 miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees
UT Southwestern Medical Center	25,641	Kraft Foods	796	State Farm Insurance	10,000
Dallas ISD	22,857	US Food Service	520	Richardson ISD	5,729
Southwest Airlines Co.	19,190	Epiroc	460	University of Texas at Dallas	3,455
City of Dallas	13,798	Anderson Windows	425	Blue Cross Blue Shield of Texas	3,100
Parkland Health & Hospital System	13,103	Hatco (Resistol)	390	GEICO	2,300
AT&T Inc.	10,690	L3 Communications	350	Raytheon	2,200
Dallas Co. Community College	8,230	Arrow Fabricated Tubing	340	RealPage	2,100
Texas Instruments Inc.	7,704	Valspar	300	Cisco	2,000
Methodist Dallas Medical Center	6,689	KARLEE	290	Texas Instruments	1,800
Dallas County	6,500	General Dynamics	275	United Health Care	1,700



City of Mesquite (2024)	
Approximately 11 miles from the City	
Employer	Employees
Mesquite ISD	5,487
Town East Mall	2,750
United Parcel Service Inc.	2,300
Canadian Solar	1,500
City of Mesquite	1,440
Pepsi Beverages Co.	1,000
Eastfield College	950
Dallas Regional Medical Center	900
Wal-Mart Supercenter	850
Ashley Furniture	785

City of Hutchins (2023)	
Approximately 14 miles from the City	
Employer	Employees
FedEx Ground	750
Hutchins State Jail	429
Consolidated Casting Corp.	250
Union Pacific Railroad Dallas Intermodal Terminal	200
Allied Waste	200
Dallas County Juvenile Center	170
Dallas County Sheriff Office	164
Duncan Disposal	116
Consolidated Express Document	100
American Air Filter	100

APPENDIX B
FORM OF INDENTURE

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INDENTURE OF TRUST

By and Between

CITY OF SEAGOVILLE, TEXAS

and

Wilmington Trust, National Association

as Trustee

DATED AS OF JUNE 15, 2025

SECURING

CITY OF SEAGOVILLE, TEXAS

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PROJECT AND IMPROVEMENT AREA #2 PROJECT)

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INDENTURE OF TRUST

This Indenture of Trust, dated as of June 15, 2025 is by and between the City of Seagoville, 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 Stonehaven 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 County 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 within the District; and

WHEREAS, after notice of a public hearing to create the District was published and mailed to the property owners within the District pursuant to the Act, the City Council approved a resolution creating the Stonehaven Public Improvement District on September 20, 2021, as amended and restated on December 4, 2023 (together, the “Creation Resolution”); and

WHEREAS, the City Council, pursuant to Section 372.016 of the PID Act, adopted a resolution accepting the preliminary assessment roll for Improvement Area #1 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 the District and published in a newspaper of general circulation within the City; and

WHEREAS, the City Council, pursuant to Section 372.016 of the PID Act, adopted a resolution accepting the preliminary assessment roll for Improvement Area #2 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 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 for the levy of assessments in Improvement Area #1 of the District (the “Improvement Area #1 Assessment Hearing”) in a newspaper of general circulation in the City, to consider the proposed Assessment Roll for Improvement Area #1 of the District (the “Improvement Area #1 Assessment Roll” and the service and assessment plan for Improvement Area #1 (the “Initial Service and Assessment Plan”) and the levy of the Improvement Area #1 Assessments on property within Improvement Area #1 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the Improvement Area #1 Assessment Hearing to consider the proposed Improvement Area #1

Assessment Roll and the Initial Service and Assessment Plan and the levy of the Improvement Area #1 Assessments on property in Improvement Area #1 of the District to the last known address of the owners of the property liable for the Improvement Area #1 Assessments; and

WHEREAS, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing for the levy of assessments in Improvement Area #2 of the District (the “Improvement Area #2 Assessment Hearing”) in a newspaper of general circulation in the City, to consider the proposed Assessment Roll for Improvement Area #2 of the District (the “Improvement Area #2 Assessment Roll” and the amended and restated Service and Assessment Plan (the “Amended Service and Assessment Plan”) and the levy of the Improvement Area #2 Assessments on property within Improvement Area #2 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the Improvement Area #2 Assessment Hearing to consider the proposed Improvement Area #2 Assessment Roll and the Amended Service and Assessment Plan and the levy of the Improvement Area #2 Assessments on property in Improvement Area #2 of the District to the last known address of the owners of the property liable for the Improvement Area #2 Assessments; and

WHEREAS, at the Improvement Area #1 Assessment Hearing and at the Improvement Area #2 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 Improvement Area #1 Assessment Roll and the Improvement Area #1 Assessments, and Improvement Area #2 Assessment Roll and the Improvement Area #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #1 Assessments, and the Improvement Area #2 Assessments, the allocation of the costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements, the purposes of the Improvement Area #1 Assessments, and Improvement Area #2 Assessments, the special benefits conferred on property within Improvement Area #1 and Improvement Area #2 of the District by the Improvement Area #1 Improvements and Improvement Area #2 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #1 Assessments and Improvement Area #2 Assessments; and

WHEREAS, at the Improvement Area #1 Assessment Hearing, and the Improvement Area #2 Assessment Hearing, there were no written objections or evidence submitted to the City Secretary in opposition to the Initial Service and Assessment Plan (with respect to Improvement Area #1) or the Amended Service and Assessment Plan (with respect to Improvement Area #2), the allocation of the costs of the Improvement Area #1 Improvements or Improvement Area #2 Improvements, the Improvement Area #1 Assessment Roll, the Improvement Area #2 Assessment Roll, or the levy of the Improvement Area #1 Assessments or the Improvement Area #2 Assessments; and

WHEREAS, at the Improvement Area #1 Assessment Hearing, after hearing all comments, including all written comments and statements filed with the City for such hearing, the City approved and accepted the Initial Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Improvement Area #1 Assessment Ordinance and therein approved the Improvement Area #1 Assessment Roll and levied the Improvement Area #1 Assessments; and

WHEREAS, at the Improvement Area #2 Assessment Hearing after hearing all comments, including all written comments and statements filed with the City for such hearing, the City approved the Amended Service and Assessments Plan in conformity with the requirements of the PID Act and adopted the Improvement Area #2 Assessment Ordinance and therein approved the Improvement Area #2 Assessment Roll and levied the Improvement Area #2 Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Improvement Area #1 Assessments and the Improvement Area #2 Assessments for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements, (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iii) funding a portion of the Delinquency and Prepayment Reserve Account of the Reserve Fund (iv) paying for a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Seagoville, Texas, Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #1 Project and Improvement Area #2 Projects)” (the “Bonds”), such Bonds being payable solely from the Trust Estate 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 Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners of the Bonds shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

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 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 Improvement Area #1 Assessments and Improvement Area #2 Assessments securing the Bonds, levied against property within Improvement Area #1 and Improvement Area #2 of 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 herein.

“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.

“Amended Service and Assessment Plan” shall have the meaning set forth in the recitals to this Indenture.

“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 the 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 PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with the Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year may be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“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, with respect to each parcel of Assessed Property, each annual payment of the applicable Assessments as shown on the applicable Assessment Roll and related to the Bonds and the Improvement Area #1 Improvements and the Improvement Area #2 Improvements, including (i) principal; (ii) interest (iii) Annual Collection Costs and (iv) Additional Interest collected pursuant to 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.

“Assessed Property” means any parcel within the District against which a Improvement Area #1 Assessment or Improvement Area #2 Assessment is levied, in accordance with the Service and Assessment Plan.

“Assessment” means the Improvement Area #1 Assessments and Improvement Area #2 Assessments.

“Assessment Ordinance” means, together, the ordinances adopted by the City Council levying the Improvement Area #1 Assessments and the Improvement Area #2 Assessments on the Assessed Property.

“Assessment Roll” means the Improvement Area #1 Assessment Roll or the Improvement Area #2 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with the issuance the Bonds or any Refunding Bonds or in any Annual Service Plan Updates.

“Authorized Denomination” means \$25,000 and any integral multiple of \$1,000 in excess of \$25,000, 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 the improvements authorized by Section 372.003 of the PID Act, as described and set forth in Section III of the Service and Assessment Plan.

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

“Average Annual Debt Service” means the average of the Annual Debt Service due on the Bonds through the final maturity date of any Outstanding Bonds.

“Bonds” means the City of Seagoville, Texas Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #1 Project and Improvement Area #2 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 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, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of the Bonds

“Bond Ordinance” means that certain ordinance adopted by the City Council on _____, 2025 authorizing the Indenture and 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” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the most recent calculation date, (ii) 125% of average Annual Debt Service on the Bonds as of the most recent calculation date, or (iii) 10% of the stated principal amount of the Bonds (or, if the issue has more than a de minimis amount of original issue discount or premium, the issue price of the issued Bonds) Outstanding as of the latest calculation date. The initial calculation date is the Closing Date and subsequent to thereto, upon (a) any transfers made pursuant to Section 6.7(h), (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 this Indenture.

“Bond Year” “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 #1 Improvements or Improvement Area #2 Improvements 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 their designees are the authorized City Representatives.

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

“Closing Disbursement Request” means a certificate substantially in the form of Exhibit C attached hereto, approved by the Developer and the City Representative, delivered to the Trustee specifying the amounts to be paid on the Closing Date for the costs of establishing the District, as further described in Section 6.5 herein.

“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 Delinquency and Prepayment Reserve Account.

“Delinquent Collection Costs” means the costs related to the foreclosure on an 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 Meritage Homes of Texas, 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 September 20, 2021, as amended.

“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.

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

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

“Improvement Area #1” means approximately 68.784 acres located within the District, more specifically described in Exhibit M-2 and depicted on Exhibit A-2 to the Service and Assessment Plan.

“Improvement Area #1 Assessment” means an Assessment levied against Assessed Property in Improvement Area #1, related to the Improvement Area #1 Improvements, and imposed pursuant to the Improvement Area #1 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll.

“Improvement Area #1 Assessment Ordinance” means Ordinance No. 18-2023 approved and adopted by the City Council on July 3, 2023, which levied the Improvement Area #1 Assessment against the Assessment Property in Improvement Area #1.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Assessed Property in Improvement Area #1, 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 the Bonds or any Annual Service Plan Updates.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Assessed Property in Improvement Area #1, as further described in Section III.A and depicted on Exhibit J-1 of the Service and Assessment Plan.

“Improvement Area #2” means approximately 98.524 acres located within the District, more specifically described in Exhibit M-3 and depicted on Exhibit A-3 of the Service and Assessment Plan.

“Improvement Area #2 Assessment” means an Assessment levied against a parcel within Improvement Area #2 and imposed pursuant to the Improvement Area #2 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll.

“Improvement Area #2 Assessment Ordinance” means Ordinance No. 2024-21 approved and adopted by the City Council on September 16, 2024, which levied the Improvement Area #2 Assessment against Assessed Property in Improvement Area #2.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Assessed Property in Improvement Area #2, as updated, modified or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including any updates prepared in connection with the issuance the Bonds or any Annual Service Plan Updates.

“Improvement Area #2 Improvements” means the Authorized Improvements which only benefit the Assessed Property in Improvement Area #2, as further described in Section III.B and depicted on Exhibit J-2 of the Service and Assessment Plan.

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

“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.

“Initial Service and Assessment Plan” shall have the meaning set forth in the recitals to this Indenture.

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

“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 Reserve Fund, and the Redemption Fund.

“Pledged Revenue Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 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 comprised of the Bond Reserve Account and the Delinquency and Prepayment Reserve Account administered pursuant to Sections 6.7 and 6.8, respectively, herein.

“Service and Assessment Plan” means the “2025 Amended and Restated Service and Assessment Plan” amending and restating the Amended Service and Assessment Plan, and including the Improvement Area #1 Assessment Roll and the Improvement Area #2 Assessment Roll, as such Service and Assessment Plan 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 8 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 security interest in and pledge of the Trust Estate.

The lien on security interest in 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 Trust Estate, 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 Trust Estate 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 Trust Estate 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 Actual Costs of the Improvement Area #1 Improvements and the Improvement Area #2 Improvements, (ii) funding the Bond Reserve Account of the Reserve Fund, (iii) funding a portion of the Delinquency and Prepayment Reserve Account of the Reserve Fund (iv) paying for a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Bonds.

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

(a) The Bonds shall be dated the date of their delivery to the Underwriter (the “Delivery 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 15 and September 15 of each year, commencing September 15, 2025, 2025, computed on the basis of a 360-day year of twelve 30-day months.

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

Term Bonds

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
(9/15)		

(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.

(e) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Indenture have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

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 the Redemption Price 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 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ *	

*maturity

\$ _____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ *	

*maturity

\$ _____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 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.

(d) In the event of such redemption the City shall recalculate the Bond Reserve Account Requirement and provide written direction with regard to a corresponding reduction in the Bond Reserve Account Requirement.

Section 4.3 Optional Redemption.

(a) The City reserves the option to redeem Bonds maturing on or after September 15, 20__ in whole or any part, before their respective scheduled maturity dates, on September 15, 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 either in writing or by delivery of an ordinance or resolution by the City calling the Bonds for redemption. In the event of such redemption the City shall recalculate the Bond Reserve Account Requirement and provide written direction with regard to a corresponding reduction in the Bond Reserve Account Requirement.

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 the Redemption Price 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. In the event of such redemption

the City shall recalculate the Bond Reserve Account Requirement and provide written direction 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 for which 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 Bonds 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 Account; and
- (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 Delinquency and Prepayment Reserve Account: \$_____.
- (4) to the Administrative Fund: \$_____; and
- (5) to the 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, 2026, 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 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) Pursuant to the Service and Assessment Plan so long as there are Outstanding Bonds, 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 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 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. Moneys disbursed at closing to pay for the costs of creating the District shall be paid pursuant to a Closing Disbursement Request 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 Account of the Project Fund, shall be used solely to pay the costs of the Improvement Area #1 Improvements or Improvement Area #2 Improvements as set forth in the applicable Certificate for Payment. Upon receipt of a reviewed and approved Certificate for Payment for any Actual Costs of the Improvement Area #1 Improvements or Improvement Area #2 Improvements, the Trustee shall make payment from the Improvement Account.

(d) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Account are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of any of the Improvement Area #1 Improvements or Improvement Area #2 Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the 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 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 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.

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

(f) Upon the filing of a City Certificate stating that all Improvement Area #1 Improvements or Improvement Area #2 Improvements have been completed and that all costs of the Improvement Area #1 Improvements and Improvement Area #2 Improvements have been paid, or that any such costs are not required to be paid from Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the 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 Account of the Project Fund.

(g) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, which determination shall be made within one year of the Delivery Date, 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 Redemption Price 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 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 an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. Provided, however, no such transfer from the Bond Reserve Account shall cause the amount on deposit therein to be less than the Bond Reserve Account Requirement to be in effect after such 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 Redemption Price 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 #1 Improvements or Improvement Area #2 Improvements 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) Additional Interest shall be deposited to the Delinquency and Prepayment Reserve Account 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 6.13(d) 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.

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 in 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, such investments shall be promptly sold to prevent any default. In the absence of investment instructions from the City, which may include electronic direction, 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. The Trustee shall have no discretion for investing funds or advising any parties on investing funds, and the Trustee's only responsibility for investments shall be to follow the written instructions of the City. The Trustee 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 (including depreciation) arising from any investments or the sale of any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments 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 monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder. Upon the City's election, such statements will be delivered via the Trustee's online service and, upon electing such service, paper statements will be provided only upon request. The Trustee is not required to provide brokerage confirmations unless the Trustee receives a written request from the City. 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.

(d) Interest and income derived from investment of the Administrative Fund shall be credited to such Fund.

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 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 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 the costs of Improvement Area #1 Improvements or Improvement Area #2 Improvements 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 Tax Certificate executed by the City in connection with the Bonds.

Section 8.2 No Private Activity Bonds.

The City covenants that it will use the proceeds 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 Delivery Date and will ensure that the Assessments continue to meet such requirements until final payment of the Bonds.

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 the 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 the 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 the Bonds (including investment income) and regulate the investment of such proceeds of the 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 of the 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 the 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 the 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 an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

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 the Bonds for as long as such matters are relevant to the excludability of interest on the 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 to 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 exercise any of the rights or powers vested in it by this Indenture, 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, unless and 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, liabilities outlays, and counsel fees and other reasonable disbursements, and against all liability except as to the extent same shall have been directly caused by Trustee's own negligence or willful misconduct as finally adjudicated by a court of competent jurisdiction. 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 except to the extent such losses, liabilities or expenses are finally adjudicated by a court of competent jurisdiction to have been directly caused by the Trustee's negligence or willful misconduct 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, 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 duties or obligations shall be implied to the Trustee, which 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 or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of willful misconduct 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 or willful misconduct) or subparagraphs (d)-(s) 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 #1 Improvements or Improvement Area #2 Improvements, irrespective of the likelihood of such losses or damages regardless of the form of action. The Trustee shall have no responsibility or 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 and the Trustee shall not be responsible for any acts or omissions on the part of any attorney, agent, receiver, or employee appointed with due care unless it shall have been negligent in employing such agent or in ascertaining the pertinent facts and 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,

(4) insurance of the Improvement Area #1 Improvements or Improvement Area #2 Improvements 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 willful misconduct 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 willful misconduct 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/registrar fees and expenses and extraordinary fees and expenses of the Trustee and the Paying Agent/Registrar incurred hereunder are intended to constitute administrative expenses 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/registrar 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 the Trustee shall not be answerable to any Owner or any other Person or entity arising from any failure to exercise any permissive right.

(s) The Trustee shall not be responsible or liable for the environmental condition or any contamination of the Improvement Area #1 Improvements or Improvement Area #2 Improvements 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 #1 Improvements or Improvement Area #2 Improvements 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.

(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, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing and 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 or pandemics not in effect on the date of this Indenture; riots; loss or malfunctions of utilities, computer (hardware or software) or communications service 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 request and rely upon any resolution, instrument, reports, 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 in its discretion 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 this 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, fees and expenses, including reasonable attorneys' fees 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.

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 thirty (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 succeeded 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 City will cause to be filed all appropriate financing statements, which may be through written direction to the Trustee to file on its behalf. 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. Unless otherwise notified in writing by the City or a Holder, the Trustee may conclusively rely upon the initial financing statements in filing any continuation statements hereunder.

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 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. All reasonable fees, costs and expenses (including attorneys' fees, costs and expenses) incurred by the Trustee in connection with any amendment, modification or supplement shall be payable by the City if such amounts are approved by the City prior to the approval of the amendment, modification or supplement, but such costs shall only be payable from monies available in the Administrative Fund.

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 this 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 Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to 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 this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 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) upon (a) the deposit of cash sufficient to pay principal and interest when due, the Trustee shall execute a certificate prepared by bond counsel or the City's financial advisor, that such deposit is wholly sufficient 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, or (b) upon the deposit of Defeasance Securities, and any cash, the Trustee shall have received a report by a verification agent 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 less than all of the Bonds are being paid or redeemed, if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency providing a rating on the Bonds 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 a verification agent, 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 Seagoville, Texas
401 Market St.
Seagoville, Texas 77375
Attn: City Manager
Telephone: (940) 440-9343

With a copy to:

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
Attn: Parker Merritt
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248
Email: pmerritt@wilmingtontrust.com
(714) 384-4174

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 this 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 directions conflict or are inconsistent with a subsequent written instruction. The City agrees, to the extent permitted by law: (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 SEAGOVILLE, 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, DALLAS COUNTY OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF SEAGOVILLE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PROJECT AND IMPROVEMENT AREA #2 PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____%	September 15, ____	_____, 2025	____ _

The City of Seagoville, 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 September 15, 2025, and on each March 15 and September 15 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/registrar (the “Trustee,” which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements, 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 _____ and issued in the aggregate principal amount of \$ _____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of _____, 2025 (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 costs of the Improvement Area #1 Improvements or Improvement Area #2 Improvements, (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 Reserve Account of the Reserve Fund (iv) paying for a portion

of the costs incidental to the organization and administration of the District, and (v) 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 \$25,000, 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 \$25,000 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 15, 20__	
Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ *	
*maturity	
\$ _____ Term Bonds maturing September 15, 20__	
Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ *	
*maturity	

\$ _____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 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 15, 20__ before their scheduled maturity dates, in whole or in part, on any date, on or after September 15, 20__, 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 SEAGOVILLE, 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 Seagoville, Texas

Mayor, City of Seagoville, 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 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B

FORM OF CERTIFICATE FOR PAYMENT

CERTIFICATE FOR PAYMENT NO. ____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____, 2025 (the “Indenture”) relating to the “City of Seagoville, Texas, Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #1 Project and Improvement Area #2 Project)” (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 Meritage Homes of Texas, LLC a Texas limited liability company (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

The 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 #1 Improvements or Improvement Area #2 Improvements providing a special benefit to property within the Stonehaven 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 #1 Improvements or Improvement Area #2 Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Improvement Area #1 Improvements or Improvement Area #2 Improvements below is a true and accurate representation of the Actual Costs of the Improvement Area #1 Improvements or Improvement Area #2 Improvements associated with the creation, acquisition, or construction of said Improvement Area #1 Improvements or Improvement Area #2 Improvements 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 #1 Improvements or Improvement Area #2 Improvements 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 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 Stonehaven Public Improvement District and has no outstanding delinquencies for such taxes or Assessments. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

6. The work with respect to Improvement Area #1 Improvements or Improvement Area #2 Improvements referenced below has been completed or its completed segment), and the City has inspected such Improvement Area #1 Improvements or Improvement Area #2 Improvements or its completed segment.

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Authorized Improvement	Total Cost Authorized Improvement	Budgeted Cost of Authorized Improvement	Amount requested be paid from the Improvement Account

8. Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are “all bills paid” affidavits or “conditional all bills paid” affidavits, as applicable, and supporting documentation in the standard form for City construction projects.

9. Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Authorized Improvement (or completed, section or portion thereof segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

10. Forms or information requested by the City’s PID Administrator for the payment/reimbursement of Actual Costs of the Improvement Area #1 Improvements or Improvement Area #2 Improvements have been submitted.

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.

Meritage Homes of Texas, LLC a Texas
limited liability company

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 Authorized Improvement.

Amount of Certificate for Payment Request	Amount requested be paid from the Improvement Account
\$ _____	\$ _____

CITY OF SEAGOVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for Meritage Homes of Texas, LLC a Texas limited liability company, (the “Developer”) and requests payment from:

The [Cost of Issuance Account of the Project Fund][Improvement Account of the Project Fund] from Wilmington Trust, National Association (the “Trustee”) in the amount of _____ DOLLARS (\$ _____) for costs incurred in the establishment, administration, and operation of the Stonehaven Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, 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 Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs 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 Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. 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 and/or the City’s PID Administrator to complete said review.

7. The Developer has submitted all documentation required by the City's PID Administrator with respect to this Disbursement Request.

Payments requested hereunder shall be made as directed below:

- c. X amount to Person or Account Y for Z goods or services.
- d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

Meritage Homes of Texas, LLC a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount requested be paid from the Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF SEAGOVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

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APPENDIX C

FORM OF SERVICE AND ASSESSMENT PLAN

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STONEHAVEN
PUBLIC IMPROVEMENT DISTRICT
PRELIMINARY AMENDED AND RESTATED SERVICE AND
ASSESSMENT PLAN

MAY 19, 2025

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INTRODUCTION

Capitalized terms used in this 2025 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2025 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this 2025 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes.

On September 20, 2021, the City Council passed and approved Resolution No. 56-R-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 246.275 acres located within the corporate limits of the City, as described by the legal description on **Exhibit M-1** and depicted on **Exhibit A-1**.

On July 3, 2023, the City Council approved the Service and Assessment Plan for the District by adopting Ordinance No. 18-2023, for the purposes of (1) identifying the Improvement Area #1 Authorized Improvements to be provided by the District; (2) identifying the costs of the Improvement Area #1 Authorized Improvements; (3) identifying the indebtedness to be incurred for the Improvement Area #1 Authorized Improvements, and the manner of assessing the Improvement Area #1 Assessed Property for the costs of the Improvement Area #1 Authorized Improvements; (4) levying the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property; and (5) approving the Improvement Area #1 Assessment Roll.

On September 16, 2024, the City Council approved the 2024 Amended and Restated Service and Assessment Plan for the District by adopting Ordinance No. 2024-21, which served to amend and restate the Service and Assessment Plan, in its entirety for the purposes of (1) updating the Improvement Area #1 Assessment Roll; (2) identifying the Improvement Area #2 Authorized Improvements to be provided by the District; (3) identifying the costs of the Improvement Area #2 Authorized Improvements; (4) identifying the indebtedness to be incurred for the Improvement Area #2 Authorized Improvements, and the manner of assessing the Improvement Area #2 Assessed Property for the costs of the Improvement Area #2 Authorized Improvements; (5) levying the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property; and (6) approving the Improvement Area #2 Assessment Roll.

On June 16, 2025, the City Council approved this 2025 Amended and Restated Service and Assessment Plan for the District by adopting Ordinance No. [REDACTED], which serves to amend and

restate the 2024 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) issuing the Improvement Area #1-2 Bonds, (2) updating the Improvement Area #1 Assessment Roll, (3) updating the Improvement Area #2 Assessment Roll; (3) identifying the Improvement Area #3 Authorized Improvements to be provided by the District; (4) identifying the costs of the Improvement Area #3 Authorized Improvements; (5) identifying the indebtedness to be incurred for the Improvement Area #3 Authorized Improvements, and the manner of assessing the Improvement Area #3 Assessed Property for the costs of the Improvement Area #3 Authorized Improvements; (6) levying the Improvement Area #3 Assessments for Improvement Area #3 Assessed Property; and (7) approving the Improvement Area #3 Assessment Roll.

The PID Act requires a service plan to (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 assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**. The Improvement Area #2 Assessment Roll is included as **Exhibit G-1**. The Improvement Area #3 Assessment Roll is included as **Exhibit H-1**.

SECTION I: DEFINITIONS

“2023 Assessment Ordinance” means Ordinance No. 18-2023 approved and adopted by the City Council on July 3, 2023 which levied the Improvement Area #1 Assessment against the Improvement Area #1 Assessed Property, and approved the Service and Assessment Plan.

“2024 Amended and Restated Service and Assessment Plan” means the Stonehaven Public Improvement District 2024 Amended and Restated Service and Assessment Plan as approved on September 16, 2024, by the 2024 Assessment Ordinance, which is to be replaced in its entirety by this 2025 Amended and Restated Service and Assessment Plan.

“2024 Assessment Ordinance” means Ordinance No. 2024-21 approved and adopted by the City Council on September 16, 2024, which levied the Improvement Area #2 Assessment against the Improvement Area #2 Assessed Property, and amended and restated the Service and Assessment Plan.

“2025 Amended and Restated Service and Assessment Plan” means this Stonehaven Public Improvement District Amended and Restated Service and Assessment Plan, which replaces in its entirety the 2024 Amended and Restated Service and Assessment Plan, as updated, amended, or supplemented from time to time.

“2025 Assessment Ordinance” means an ordinance expected to be approved and adopted by the City Council on June 16, 2025, which will levy the Improvement Area #3 Assessment against the Improvement Area #3 Assessed Property, and amend and restate the 2024 Amended and Restated Service and Assessment Plan.

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer, either directly or through affiliates, including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges, and (6) costs to implement, administer, and manage the above-described

activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

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

“Additional Interest Rate” means the up to 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Improvement Area #3 Reimbursement Obligation.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this 2025 Amended and Restated Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“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 2025 Amended and Restated Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

“Annual Service Plan Update” means an update to this 2025 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

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

“Assessment” means an assessment levied against Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to

reallocation upon the subdivision of such 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 #1 Assessment Roll, the Improvement Area #2 Assessment Roll, and the Improvement Area #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 and described in **Section III**, as further depicted on **Exhibit J-1**, **Exhibit J-2**, and **Exhibit J-3**.

“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 Seagoville, 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 2025 Amended and Restated Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Developer” means Meritage Homes of Texas, LLC, an Arizona limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“District” means the Stonehaven Public Improvement District containing approximately 246.275 acres located within the corporate limits of the City, and more specifically described in **Exhibit M-1** and depicted on **Exhibit A-1**.

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

“Engineer’s Report” means 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**.

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

“Improvement Area #1” means approximately 68.784 acres located within the District, more specifically described in **Exhibit M-2** and depicted on **Exhibit A-2**.

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

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

“Improvement Area #1 Assessment” means an Assessment levied against Improvement Area #1 Assessed Property, related to the Improvement Area #1 Projects, and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #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 #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection

with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit F-1**.

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

“Improvement Area #1 Initial Parcel” means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment was levied at the time the City Council approved the 2023 Assessment Ordinance, as described in **Exhibit M-2**, and depicted on **Exhibit A-2**.

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

“Improvement Area #1-2 Bonds” means those certain “City of Seagoville, Texas, Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #1 Project and Improvement Area #2 Project)” that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments and other assets of the Trust Estate as defined in the Indenture authorizing their issuance.

“Improvement Area #2” means approximately 98.524 acres located within the District, more specifically described in **Exhibit M-3** and depicted on **Exhibit A-3**.

“Improvement Area #2 Annual Installment” means the Annual Installment of the Improvement Area #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 #2; and (4) Additional Interest related to the allocable portion of the Improvement Area #1-2 Bonds or any PID Bonds issued to refinance all or a portion of the Improvement Area #2 Assessment, if applicable, as shown on **Exhibit G-2**.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation

upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #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 #2 Assessment Roll is included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

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

“Improvement Area #2 Initial Parcel” means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment was levied at the time the City Council approved the 2024 Assessment Ordinance, as described in **Exhibit M-3**, and depicted on **Exhibit A-3**.

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

“Improvement Area #3” means approximately 78.969 acres located within the District, more specifically described in **Exhibit M-4** and depicted on **Exhibit A-4**.

“Improvement Area #3 Annual Installment” means the Annual Installment of the Improvement Area #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 #3; and (4) Additional Interest related to any series of PID Bonds issued to refinance all or a portion of the Improvement Area #3 Assessment, if and when issued, as shown on **Exhibit H-2**.

“Improvement Area #3 Assessed Property” means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

“Improvement Area #3 Assessment” means an Assessment levied against a Parcel within Improvement Area #3 and imposed pursuant to the 2025 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #3 Assessment Roll” means the Assessment Roll for the Improvement Area #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 #3 Assessment Roll is included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit H-1**.

“Improvement Area #3 Bonds” means those certain “City of Seagoville, Texas, Special Assessment Revenue Bonds, Series 20[26] (Stonehaven Public Improvement District Improvement Area #3 Project)” that will be secured by Improvement Area #3 Assessments and other assets of the Trust Estate as defined in the Indenture authorizing their issuance, if and when issued.

“Improvement Area #3 Improvements” means the Authorized Improvements which only benefit the Improvement Area #3 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit J-3**.

“Improvement Area #3 Initial Parcel” means all of the Improvement Area #3 Assessed Property against which the entire Improvement Area #3 Assessment is expected to be levied at the time the City Council approves the 2025 Assessment Ordinance, as described in **Exhibit M-4**, and depicted on **Exhibit A-4**.

“Improvement Area #3 Projects” means collectively, (1) the Improvement Area #3 Improvements; (2) the first year’s Annual Collection Costs related to Improvement Area #3; and (3) Bond Issuance Costs incurred in connection with the issuance of the Improvement Area #3 Bonds to refinance all or a portion of the Improvement Area #3 Reimbursement Obligation, if and when issued.

“Improvement Area #3 Reimbursement Agreement” means that certain Reimbursement Agreement, effective June 16, 2025 entered into by and between the City and the Developer, in which the Developer, either directly or through affiliates, agrees to construct the Improvement Area #3 Projects, and to fund certain Actual Costs of the Improvement Area #3 Projects, and the City agrees to reimburse the Developer for Actual Costs of the Improvement Area #3 Projects paid solely from the revenue collected by the City from Improvement Area #3 Assessments, including Improvement Area #3 Annual Installments. The City anticipates that it will issue Improvement Area #3 Bonds in the future, at which time all or a portion of the Improvement Area #3 Reimbursement Obligation balance will be reduced by the amount of the bond proceeds.

“Improvement Area #3 Reimbursement Obligation” means an amount not to exceed \$6,035,000 secured by the Improvement Area #3 Assessment to be paid to the Developer pursuant to the

Improvement Area #3 Reimbursement Agreement. The Annual Installments for the Improvement Area #3 Reimbursement Obligation are shown on **Exhibit H-2**.

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

“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**.

“Lot Type 1” means a Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 1 is attached in **Appendix B**.

“Lot Type 2” means a Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 2 is attached in **Appendix B**.

“Lot Type 3” means a Lot within Improvement Area #3 marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 3 is attached in **Appendix B**.

“Major Improvements” means that public infrastructure which confers a special benefit to all of the Assessed Property within the District, but are not Authorized Improvements, and will be funded privately by the Developer.

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

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

“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 Plat or 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 and Assessment Plan” means the Stonehaven Public Improvement District Service and Assessment Plan approved on July 3, 2023, by Ordinance 18-2023 which was replaced in its entirety by the 2024 Amended and Restated Service and Assessment Plan.

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

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

SECTION II: THE DISTRICT

The District includes approximately 246.275 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit M-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 809 Lots developed with single-family homes.

Improvement Area #1 includes approximately 68.784 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit M-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 304 Lots developed with single-family homes (all of which are on Lots classified as Lot Type 1).

Improvement Area #2 includes approximately 98.524 non-contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit M-3** and depicted on **Exhibit A-3**. Development of Improvement Area #2 is anticipated to include approximately 279 Lots developed with single-family homes (all of which are on Lots classified as Lot Type 2).

Improvement Area #3 includes approximately 78.969 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit M-4** and depicted on **Exhibit A-4**. Development of Improvement Area #3 is anticipated to include approximately 226 Lots developed with single-family homes (all of which are on Lots classified as Lot Type 3).

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City, or as otherwise noted below. The budget for the Authorized Improvements is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

▪ *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork,

excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

- *Sanitary Sewer*

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

- *Storm Drainage*

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

- *Water*

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

- *Soft Costs*

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

B. Improvement Area #2 Improvements

- *Streets*

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

- *Sanitary Sewer*

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

- *Storm Drainage*

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

- *Water*

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

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

C. Improvement Area #3 Improvements

- *Streets*

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

- *Sanitary Sewer*

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

- *Storm Drainage*

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

- *Water*

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

- *Soft Costs*

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

D. Bond Issuance Costs

- *Debt Service Reserve Fund*

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

- *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.

- *Underwriter's Counsel*

Equals a percentage of the par amount of a particular series of PID Bonds reserved for the underwriter's attorney fees.

- *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.

E. Other Costs

- *Initial Administrative Fund Deposit*

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

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for Improvement Area #1, Improvement Area #2, and Improvement Area #3. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2025 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix B**.

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

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City 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 2025 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized

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

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer, 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 Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Improvement Area #1 Projects have been allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. At the time of the levy of the Improvement Area #1 Assessment, the Improvement Area #1 Initial Parcel was the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel was allocated 100% of the Improvement Area #1 Projects.
- The costs of the Improvement Area #2 Projects have been allocated to each Parcel within Improvement Area #2 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2 Assessed Property to the Estimated Buildout Value of all Improvement Area #2 Assessed Property. At the time of the levy of the Improvement Area #2 Assessment, the Improvement Area #2 Initial Parcel was the only Parcel within Improvement Area #2, and as such, the Improvement Area #2 Initial Parcel was allocated 100% of the Improvement Area #2 Projects.
- The costs of the Improvement Area #3 Projects shall be allocated to each Parcel within Improvement Area #3 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #3 Assessed Property to the Estimated Buildout Value of all Improvement Area #3 Assessed Property. Currently, the Improvement Area #3 Initial Parcel is the only Parcel within Improvement Area #3, and as such, the Improvement Area #3 Initial Parcel shall be allocated 100% of the Improvement Area #3 Projects.

B. Assessments

The Improvement Area #1 Assessment was levied on the Improvement Area #1 Initial Parcel at the time the City Council approved the 2023 Assessment Ordinance and, since subdivided, is currently outstanding in the amount shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Annual Installments for Improvement Area #1 are shown on **Exhibit F-2** and are subject to revisions made in any Annual Service Plan Update. Upon any additional division or subdivision of the Improvement Area #1 Assessed Property, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #2 Assessment was levied on the Improvement Area #2 Initial Parcel at the time the City Council approved the 2024 Assessment Ordinance and is currently outstanding in the amount shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2** and are subject to revisions made in any Annual Service Plan Update. Upon division or subdivision of the Improvement Area #2 Initial Parcel, the Improvement Area #2 Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #3 Assessment shall be levied on the Improvement Area #3 Initial Parcel at the time the City Council approves the 2025 Assessment Ordinance in the amount shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit H-2** and are subject to revisions made in any Annual Service Plan Update. Upon division or subdivision of the Improvement Area #3 Initial Parcel, the Improvement Area #3 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 and Lot Type 3, respectively, exceed the corresponding Maximum Assessment for each Lot classification.

C. Findings of Special Benefit

Acting in its legislative capacity and based on information provided by the Developer and its engineer 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 #1*
 - The costs of the Improvement Area #1 Projects equal \$10,813,002 as shown on **Exhibit B**; and

- The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects; and
- At the time of the Service and Assessment Plan, the Improvement Area #1 Initial Parcel was allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which equaled \$6,840,000 of which \$6,714,000 remains outstanding; and
- The special benefit, determined at the time the Improvement Area #1 Assessment was levied, ($\geq \$10,820,372$) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Projects is equal to or greater than the amount of the Improvement Area #1 Assessment (\$6,840,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Projects; and
- At the time the City Council approved the Service and Assessment Plan, the Developer owned 100% of the Improvement Area #1 Initial Parcel. The landowner acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Initial Parcel and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.
- *Improvement Area #2*
 - The costs of the Improvement Area #2 Projects equal \$9,632,717 as shown on **Exhibit B**; and
 - The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Projects equal to or greater than the Actual Cost of the Improvement Area #2 Projects; and
 - At the time of the 2024 Amended and Restated Service and Assessment Plan, the Improvement Area #2 Initial Parcel was allocated 100% of the Improvement Area #2 Assessment levied for the Improvement Area #2 Projects, which equaled \$6,125,000 of which \$6,054,000 remains outstanding; and

- The special benefit, determined at the time the Improvement Area #2 Assessment was levied, (\geq \$9,648,929) received by the Improvement Area #2 Initial Parcel from the Improvement Area #2 Projects is equal to or greater than the amount of the Improvement Area #2 Assessment (\$6,125,000) levied on the Improvement Area #2 Initial Parcel for the Improvement Area #2 Projects; and
 - At the time the City Council approved the 2024 Amended and Restated Service and Assessment Plan, the Developer owned 100% of the Improvement Area #2 Initial Parcel. The landowner acknowledged that the Improvement Area #2 Projects confer a special benefit on the Improvement Area #2 Initial Parcel and consented to the imposition of the Improvement Area #2 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the 2024 Amended and Restated Service and Assessment Plan and the 2024 Assessment Ordinance; and (3) the levying of the Improvement Area #2 Assessment on the Improvement Area #2 Initial Parcel.
- *Improvement Area #3*
 - The costs of the Improvement Area #3 Projects equal \$7,982,456 as shown on **Exhibit B**; and
 - The Improvement Area #3 Assessed Property receives special benefit from the Improvement Area #3 Projects equal to or greater than the Actual Cost of the Improvement Area #3 Projects; and
 - At the time of this 2025 Amended and Restated Service and Assessment Plan, the Improvement Area #3 Initial Parcel shall be allocated 100% of the Improvement Area #3 Assessment levied for the Improvement Area #3 Projects, which equals \$6,035,000; and
 - The special benefit (\geq \$7,982,456) received by the Improvement Area #3 Initial Parcel from the Improvement Area #3 Projects is equal to or greater than the amount of the Improvement Area #3 Assessment (\$6,035,000) levied on the Improvement Area #3 Initial Parcel for the Improvement Area #3 Projects; and
 - It is anticipated that, at the time the City Council approves this 2025 Amended and Restated Service and Assessment Plan, the Developer will own 100% of the Improvement Area #3 Initial Parcel. The landowner shall acknowledge that the Improvement Area #3 Projects confer a special benefit on the Improvement Area

#3 Initial Parcel and shall consent to the imposition of the Improvement Area #3 Assessment to pay for the Actual Costs associated therewith. The Developer shall ratify, confirm, accept, agree to, and approve: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this 2025 Amended and Restated Service and Assessment Plan and the 2025 Assessment Ordinance; and (3) the levying of the Improvement Area #3 Assessment on the Improvement Area #3 Initial Parcel.

D. Annual Collection Costs

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

E. Interest

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

The interest on the Improvement Area #3 Assessment securing the Improvement Area #3 Reimbursement Obligation shall be collected at rates established in this 2025 Amended and Restated Service and Assessment Plan, as shown on **Exhibit H-2**, pursuant to the Improvement Area #3 Reimbursement Agreement, which will not include Additional Interest unless and until Improvement Area #3 Bonds are issued. Upon the issuance of Improvement Area #3 Bonds, the interest on the Assessments will adjust to the rate on the Improvement Area #3 Bonds plus Additional Interest.

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 Developer, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1, Lot Type 2, and Lot Type 3 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-Benefitted Property

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

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, and Lot Type 3 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 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-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to or concurrently with any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit K**.

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

For purposes of Prepayments, the Improvement Area #3 Reimbursement Obligation is and will remain subordinated to (i) any PID Bonds secured by a parity lien on the Improvement Area #3 Assessments issued to finance all or a portion of the Improvement Area #3 Reimbursement Obligation.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Improvement Area #1 Annual Installments, **Exhibit G-2** shows the estimated Improvement Area #2 Annual Installments, and **Exhibit H-2** shows the estimated Improvement

Area #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-Benefitted 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 may be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available for such purposes under the applicable Indenture. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments may 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 #1 Assessment were due when billed and delinquent if

not paid prior to February 1, 2024. The initial Annual Installments of the Improvement Area #2 Assessment were due when billed and delinquent if not paid prior to February 1, 2025. The initial Annual Installments of the Improvement Area #3 Assessment shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

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-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **"Remaining Property"**), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this 2025 Amended and Restated Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

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

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be

reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$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 #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

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

The Improvement Area #3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #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 2025 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year 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 2025 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2025 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2025 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2025 Amended and Restated Service and Assessment Plan; and (4) to add Assessments for additional improvement areas for additional Authorized Improvements.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2025 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2025 Amended and Restated Service and Assessment Plan. Interpretations of this 2025 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals

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

D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2025 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the Lot Types with the District. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this 2025 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2025 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2025 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

SECTION IX: ADDITIONAL INFORMATION

The following information will serve as the 2025 Annual SAP Update for Improvement Area #1 and Improvement Area #2.

PARCEL SUBDIVISION

Improvement Area #1

The final plat of Stonehaven Phase 1, attached hereto as **Exhibit I-1**, was filed and recorded with the County on April 24, 2024, and consists of 155 residential Lots and 10 Lots of Non-Benefitted Property.

The final plat of Stonehaven Phase 2, attached hereto as **Exhibit I-2**, was filed and recorded with the County on September 30, 2024, and consists of 149 residential Lots and 5 Lots of Non-Benefitted Property.

See **Exhibit A-5** for the Improvement Area #1 Lot Type classification map.

Improvement Area #2

There have not been any recorded plats in Improvement Area #2.

See **Exhibit A-6** for the Improvement Area #2 Lot Type classification map.

LOT AND HOME SALES

Improvement Area #1 [Developer to provide]

Per the Developer, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 1: _____
- Homebuilder Owned:
 - Lot Type 1: _____
- End-User Owned:
 - Lot Type 1: _____

Improvement Area #2 [Developer to provide]

Per the Developer, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 2: _____
- Homebuilder Owned:
 - Lot Type 2: _____
- End-User Owned:
 - Lot Type 2: _____

See **Appendix B** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Improvement Area #1

The Developer has completed the Authorized Improvements listed in the Service and Assessment Plan, and they were dedicated to the City on September 17, 2024.

Improvement Area #2 [Developer to provide]

Per the Developer, the Authorized Improvements listed in the 2024 Amended and Restated Service and Assessment Plan for Improvement Area #2 are currently under construction and projected to be completed in _____. The budget for the Authorized Improvements is as shown in the table below.

Authorized Improvement Budget				
Authorized Improvements	Budget	Spent to Date	Percent of Budget Spent	Anticipated Completion Date
Improvement Area #2 Improvements				
Streets	\$ 4,189,937.20		0.00%	
Sanitary Sewer	\$ 1,081,087.40		0.00%	
Storm Drainage	\$ 1,285,921.60		0.00%	
Water	\$ 1,213,570.85		0.00%	
Soft Costs	\$ 777,500.00		0.00%	
Total	\$ 8,548,017.05	\$ -	0.00%	

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$6,714,000.

Improvement Area #2

Improvement Area #2 has an outstanding Assessment of \$6,054,000.00.

ANNUAL INSTALLMENT DUE 1/31/2026

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$526,410.00.

- **Additional Interest** – The total Additional Interest Reserve Requirement, as defined in the Indenture, is equal to \$369,270.00 and has not been met. As such, the Additional Interest Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$33,570.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$62,462.93.

Improvement Area #1	
Annual Collection Costs Breakdown	
Administration	\$ 22,159.81
City Auditor	\$ 378.72
Filing Fees	\$ 378.72
City Administrative Fee	\$ 3,000.00
County Collection	\$ 1,817.87
PID Trustee Fees	\$ 1,580.34
Dissemination Agent	\$ 1,580.34
Draw Request Review	\$ 10,000.00
P3Works CDA Review	\$ 3,500.00
Past Due P3Works Invoices	\$ 5,567.13
Collection Cost Maintenance Balance	\$ 10,000.00
Arbitrage Calculation	\$ 2,500.00
Total Annual Collection Costs	\$ 62,462.93

Improvement Area #1	
Due January 31, 2026	
Principal	\$ 90,000.00
Interest	\$ 436,410.00
Additional Interest	\$ 33,570.00
Annual Collection Costs	\$ 62,462.93
Total Annual Installment Due	\$ 622,442.93

Please contact P3Works for the pay period for Improvement Area #1. See **Exhibit L** for the debt service schedule for the Improvement Area #1-2 Bonds.

Improvement Area #2

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$469,510.00.
- **Additional Interest** – The total Additional Interest Reserve Requirement, as defined in the Indenture, is equal to \$332,970.00 and has not been met. As such, the Additional Interest Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$30,270.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$43,700.23.

Improvement Area #2	
Annual Collection Costs Breakdown	
Administration	\$ 19,906.76
City Auditor	\$ 340.22
Filing Fees	\$ 340.22
City Administrative Fee	\$ 3,000.00
County Collection	\$ 1,633.04
PID Trustee Fees	\$ 1,419.66
Dissemination Agent	\$ 1,419.66
Draw Request Review	\$ 10,000.00
P3Works CDA Review	\$ 3,500.00
Collection Cost Maintenance Balance	\$ 10,000.00
Less CCMB Credit from Prior Years	\$ (8,859.33)
Arbitrage Calculation	\$ 1,000.00
Total Annual Collection Costs	\$ 43,700.23

Improvement Area #2	
Due January 31, 2026	
Principal	\$ 76,000.00
Interest	\$ 393,510.00
Additional Interest	\$ 30,270.00
Annual Collection Costs	\$ 43,700.23
Total Annual Installment Due	\$ 543,480.23

Please contact P3Works for the pay period for Improvement Area #2. See **Exhibit L** for the debt service schedule for the Improvement Area #1-2 Bonds.

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

No full prepayments of Assessments have occurred within Improvement Area #1.

Improvement Area #2

No full prepayments of Assessments have occurred within Improvement Area #2.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

No partial prepayments of Assessments have occurred within Improvement Area #1.

Improvement Area #2

No partial prepayments of Assessments have occurred within Improvement Area #2.

EXHIBITS

The following Exhibits are attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit A-3	Map of Improvement Area #2
Exhibit A-4	Map of Improvement Area #3
Exhibit A-5	Improvement Area #1 Lot Type Classification Map
Exhibit A-6	Improvement Area #2 Lot Type Classification Map
Exhibit A-7	Improvement Area #3 Lot Type Classification Map
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H-1	Improvement Area #3 Assessment Roll
Exhibit H-2	Improvement Area #3 Annual Installments
Exhibit I-1	Stonehaven Phase 1 Final Plat
Exhibit I-2	Stonehaven Phase 2 Final Plat
Exhibit J-1	Maps of Improvement Area #1 Improvements
Exhibit J-2	Maps of Improvement Area #2 Improvements
Exhibit J-3	Maps of Improvement Area #3 Improvements
Exhibit K	Form of Notice of Assessment Termination
Exhibit L	Improvement Area #1-2 Bonds Debt Service Schedule
Exhibit M-1	District Legal Description
Exhibit M-2	Improvement Area #1 Legal Description
Exhibit M-3	Improvement Area #2 Legal Description
Exhibit M-4	Improvement Area #3 Legal Description

APPENDICES

The following Appendices are attached to and made a part of this 2025 Amended and Restated 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 AREA #1

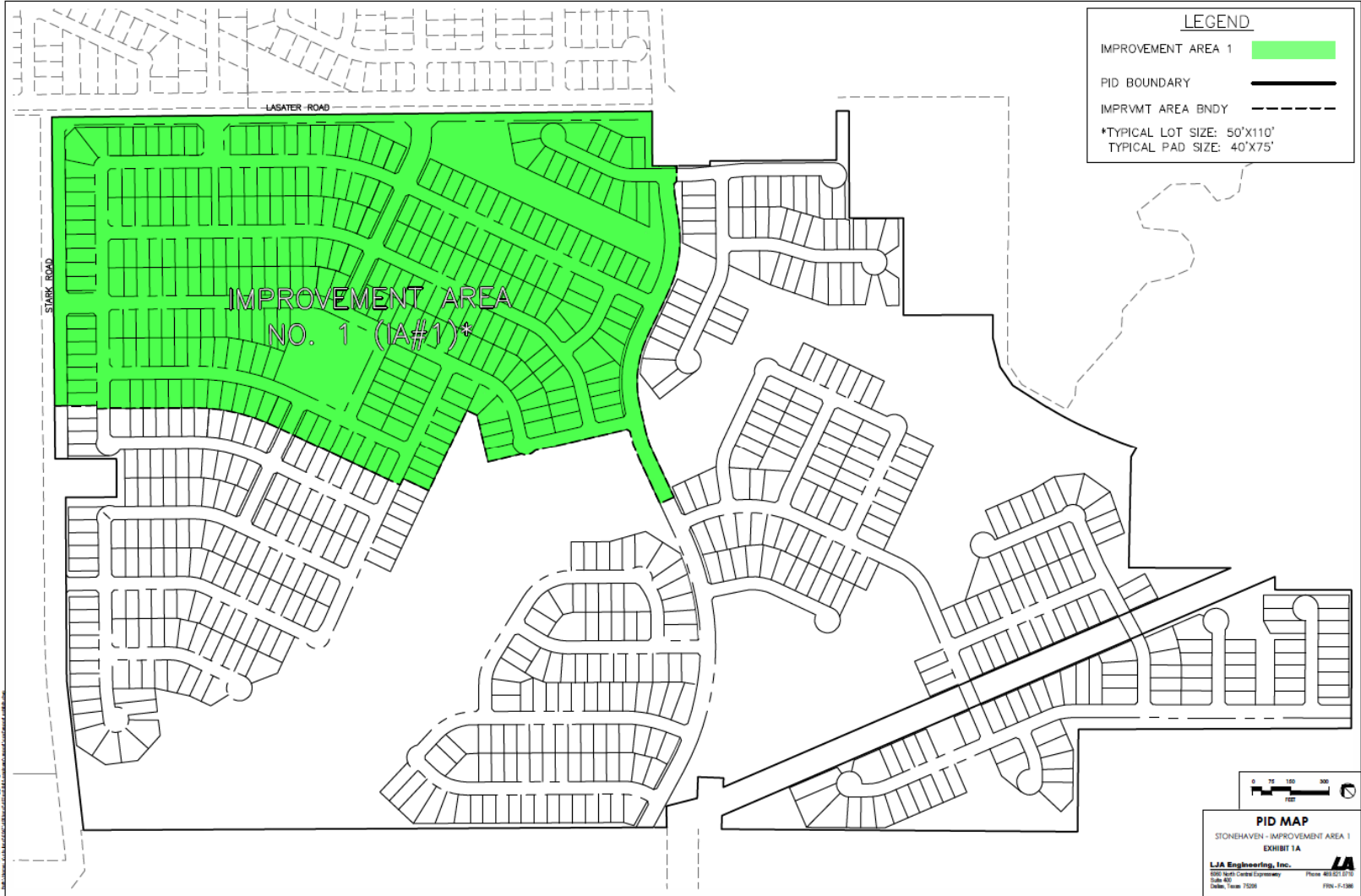


EXHIBIT A-3 – MAP OF IMPROVEMENT AREA #2

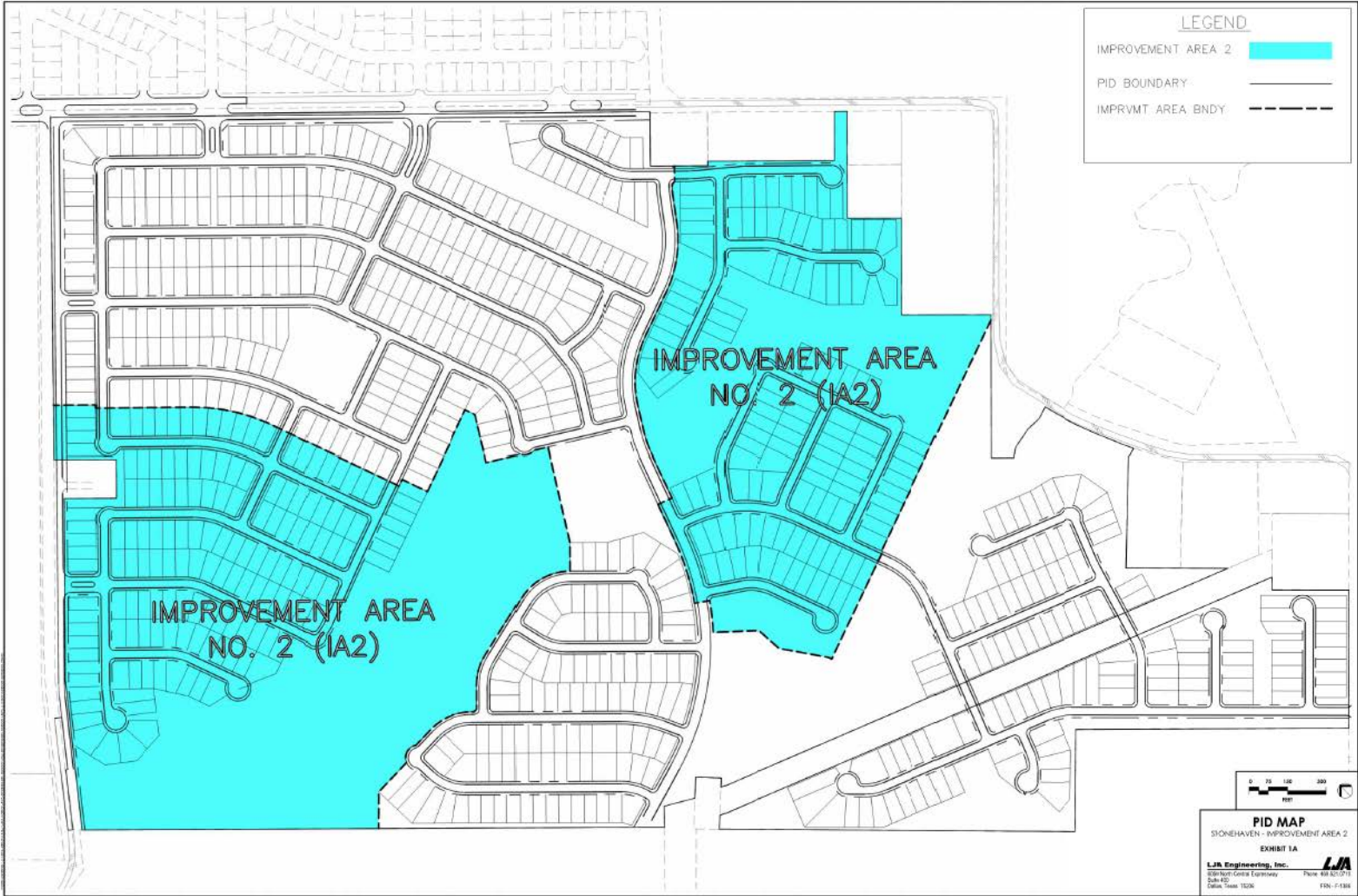


EXHIBIT A-4 – MAP OF IMPROVEMENT AREA #3

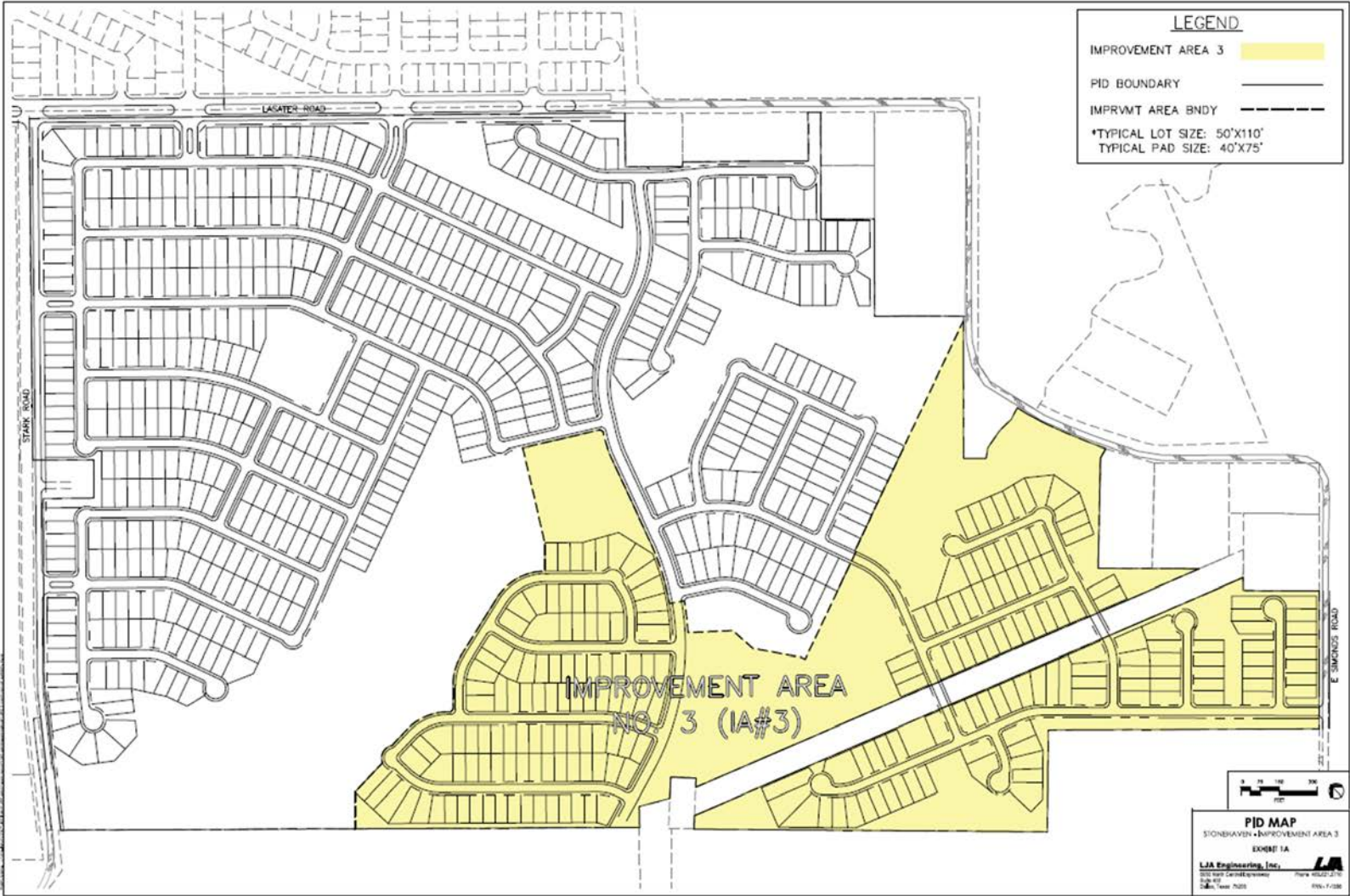


EXHIBIT A-5 – IMPROVEMENT AREA #1 LOT TYPE CLASSIFICATION MAP

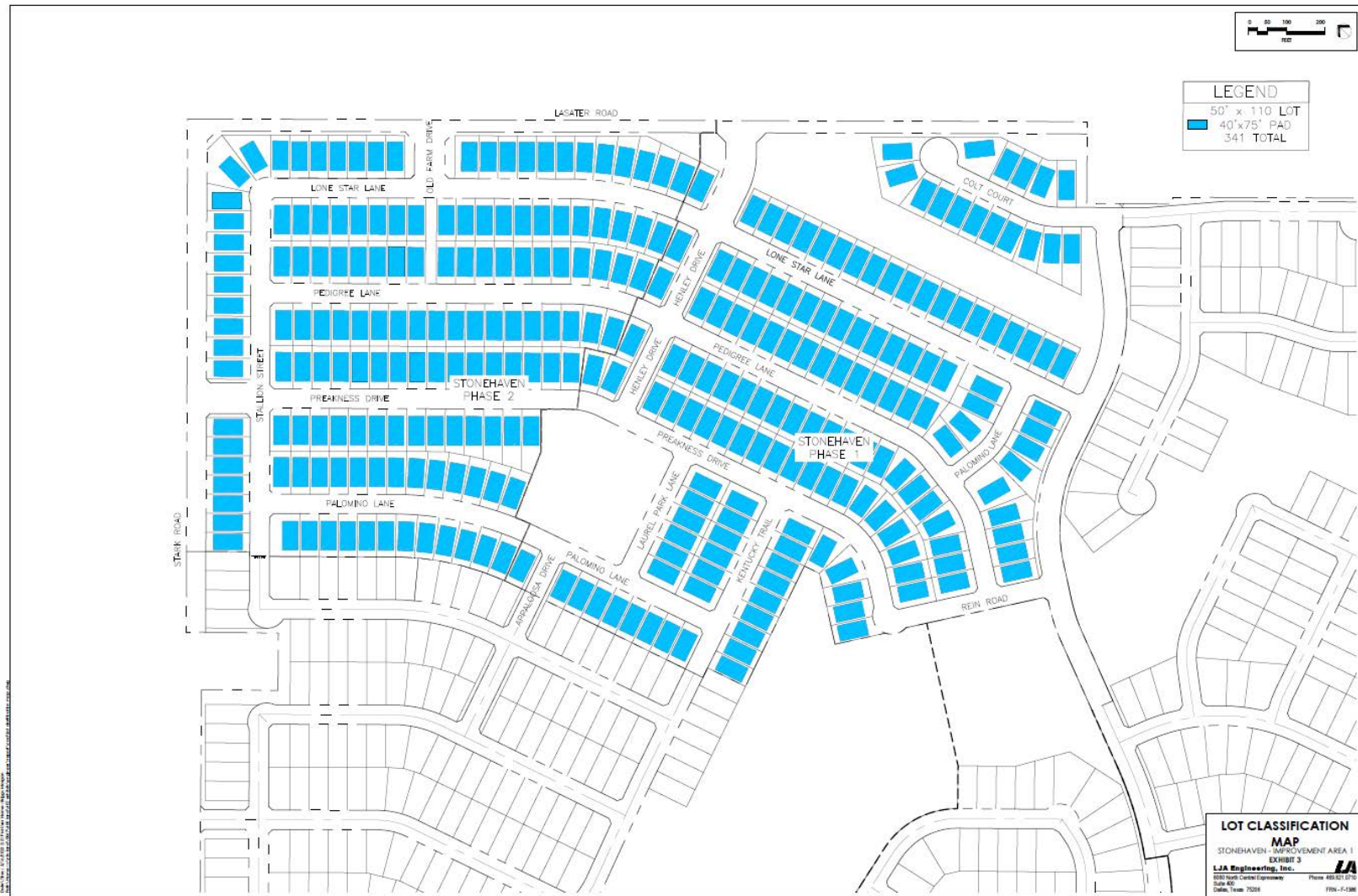


EXHIBIT A-6 - IMPROVEMENT AREA #2 LOT TYPE CLASSIFICATION

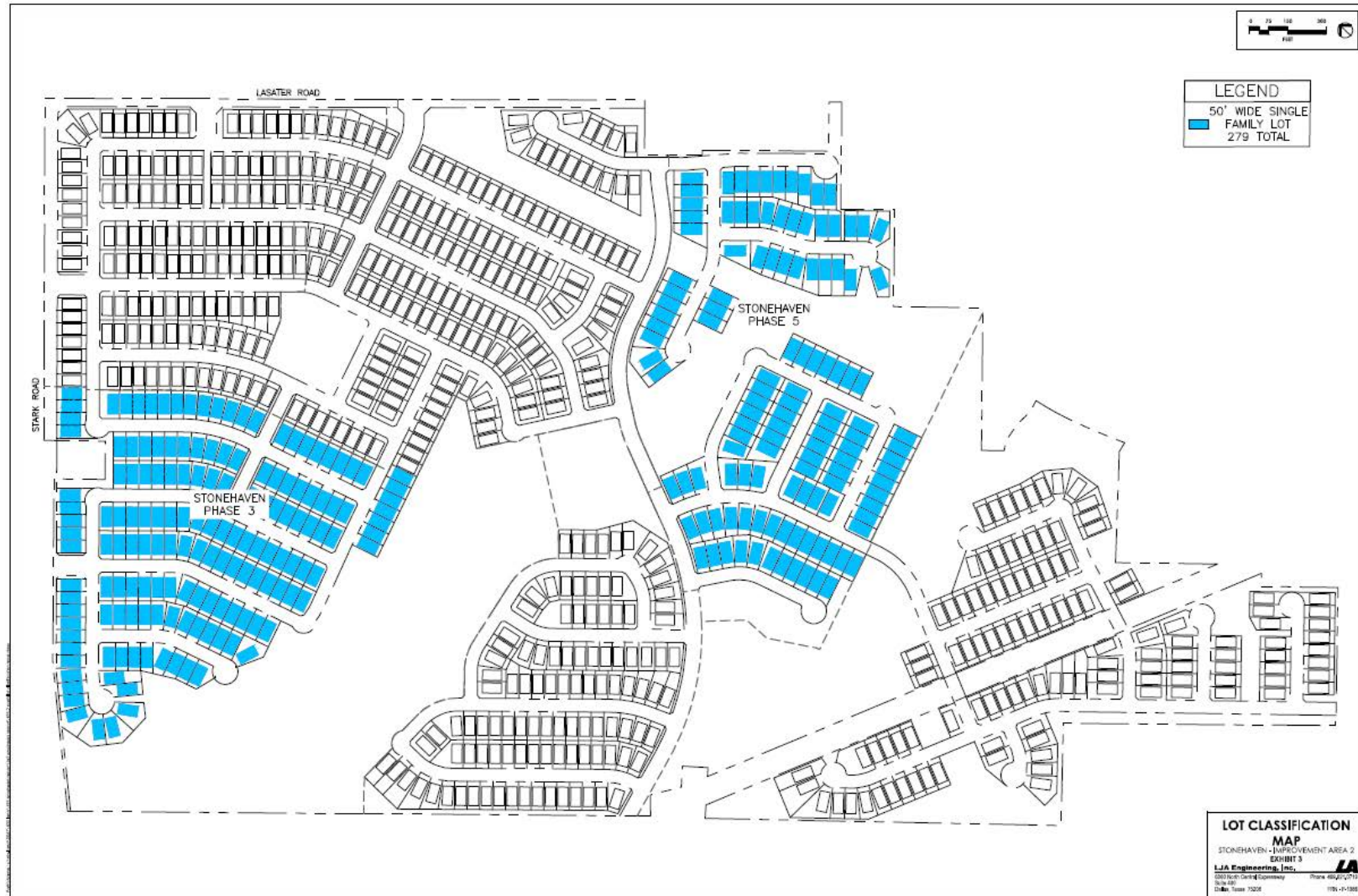


EXHIBIT A-7 – IMPROVEMENT AREA #3 LOT TYPE CLASSIFICATION MAP

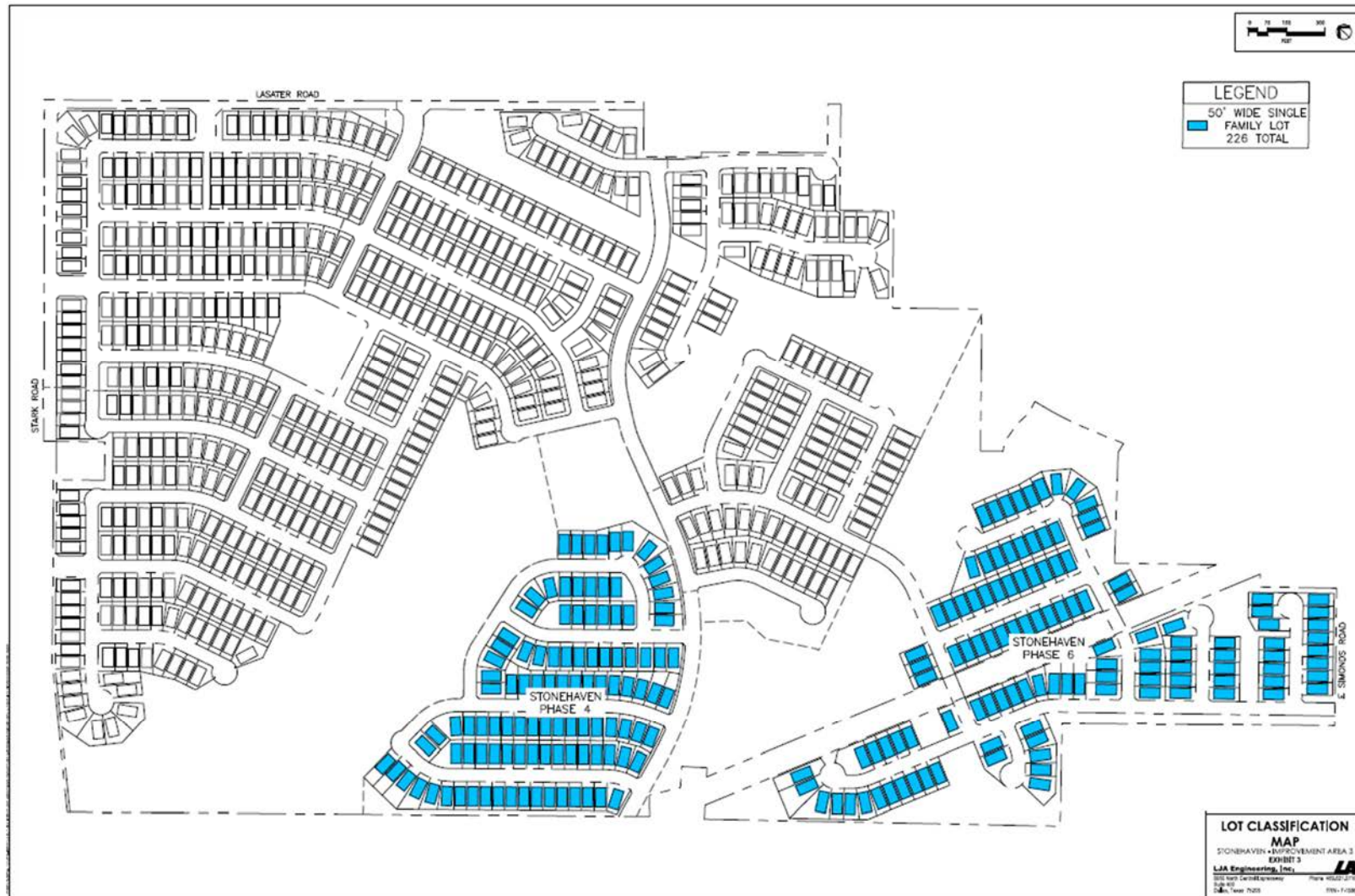


EXHIBIT B – PROJECT COSTS

	Total	Privately Funded	Authorized Improvements	Improvement Area #1		Improvement Area #2		Improvement Area #3	
				%	Cost	%	Cost	%	Cost
Major Improvements ^{[a], [b]}									
Streets	\$ 4,648,053	\$ 4,648,053	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Sanitary Sewer	6,943,100	6,943,100	-	0.00%	-	0.00%	-	0.00%	-
Storm Drainage	2,065,099	2,065,099	-	0.00%	-	0.00%	-	0.00%	-
Water	1,908,712	1,908,712	-	0.00%	-	0.00%	-	0.00%	-
Soft Costs ^[c]	1,922,500	1,922,500	-	0.00%	-	0.00%	-	0.00%	-
	<u>\$ 17,487,464</u>	<u>\$ 17,487,464</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
Improvement Area #1 Improvements ^[b]									
Streets	\$ 4,832,038	\$ -	\$ 4,832,038	100.00%	\$ 4,832,038	0.00%	\$ -	0.00%	\$ -
Sanitary Sewer	1,166,617	-	1,166,617	100.00%	1,166,617	0.00%	-	0.00%	-
Storm Drainage	1,378,584	-	1,378,584	100.00%	1,378,584	0.00%	-	0.00%	-
Water	1,357,083	-	1,357,083	100.00%	1,357,083	0.00%	-	0.00%	-
Soft Costs ^[c]	873,500	-	873,500	100.00%	873,500	0.00%	-	0.00%	-
	<u>\$ 9,607,822</u>	<u>\$ -</u>	<u>\$ 9,607,822</u>		<u>\$ 9,607,822</u>		<u>\$ -</u>		<u>\$ -</u>
Improvement Area #2 Improvements ^[d]									
Streets	\$ 4,189,937	\$ -	\$ 4,189,937	0.00%	\$ -	100.00%	\$ 4,189,937	0.00%	\$ -
Sanitary Sewer	1,081,087	-	1,081,087	0.00%	-	100.00%	1,081,087	0.00%	-
Storm Drainage	1,285,922	-	1,285,922	0.00%	-	100.00%	1,285,922	0.00%	-
Water	1,213,571	-	1,213,571	0.00%	-	100.00%	1,213,571	0.00%	-
Soft Costs ^[c]	777,500	-	777,500	0.00%	-	100.00%	777,500	0.00%	-
	<u>\$ 8,548,017</u>	<u>\$ -</u>	<u>\$ 8,548,017</u>		<u>\$ -</u>		<u>\$ 8,548,017</u>		<u>\$ -</u>
Improvement Area #3 Improvements ^[e]									
Streets	\$ 2,942,583	\$ -	\$ 2,942,583	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 2,942,583
Sanitary Sewer	1,654,209	-	1,654,209	0.00%	-	0.00%	-	100.00%	1,654,209
Storm Drainage	669,224	-	669,224	0.00%	-	0.00%	-	100.00%	669,224
Water	971,602	-	971,602	0.00%	-	0.00%	-	100.00%	971,602
Soft Costs ^[c]	624,000	-	624,000	0.00%	-	0.00%	-	100.00%	624,000
	<u>\$ 6,861,618</u>	<u>\$ -</u>	<u>\$ 6,861,618</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 6,861,618</u>
Private Improvements ^[f]									
Streets	\$ 5,238,234	\$ 5,238,234	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Sanitary Sewer	6,953,949	6,953,949	-	0.00%	-	0.00%	-	0.00%	-
Storm Drainage	2,672,368	2,672,368	-	0.00%	-	0.00%	-	0.00%	-
Water	1,977,197	1,977,197	-	0.00%	-	0.00%	-	0.00%	-
Retaining Walls	3,293,114	3,293,114	-	0.00%	-	0.00%	-	0.00%	-
Miscellaneous Items	356,863	356,863	-	0.00%	-	0.00%	-	0.00%	-
Landscaping	4,169,400	4,169,400	-	0.00%	-	0.00%	-	0.00%	-
Soft Costs ^[c]	2,467,000	2,467,000	-	0.00%	-	0.00%	-	0.00%	-
	<u>\$ 27,128,125</u>	<u>\$ 27,128,125</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
Bond Issuance Costs ^[g]									
Debt Service Reserve Fund	\$ 1,504,433	\$ -	\$ 1,504,433		\$ 527,350		\$ 469,570		\$ 507,513
Underwriter's Discount ^[h]	564,090	-	564,090		201,420		181,620		181,050
Cost of Issuance	1,222,195	-	1,222,195		436,410		393,510		392,275
	<u>\$ 3,290,718</u>	<u>\$ -</u>	<u>\$ 3,290,718</u>		<u>\$ 1,165,180</u>		<u>\$ 1,044,700</u>		<u>\$ 1,080,838</u>
Other Costs ^[a]									
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>
Total	\$ 73,043,764	\$ 44,615,589	\$ 28,428,175		\$ 10,813,002		\$ 9,632,717		\$ 7,982,456

Footnotes:

- [a] Major Improvements are to be privately funded by the Developer and are not reimbursable from Assessments or PID Bonds.
 [b] Costs per Engineer's Report dated April 2023.
 [c] Soft Costs include overall contingencies.
 [d] Costs per Engineer's Report dated April 2024.
 [e] Costs per Engineer's Report dated March 2025.
 [f] Not reimbursable to Developer from Assessments or PID Bonds.
 [g] Bond Issuance Costs are estimates only and are subject to change upon issuance of PID Bonds.
 [h] Includes the fee to counsel to the Underwriter.

EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installments Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 90,000.00	\$ 96,000.00	\$ 102,000.00	\$ 109,000.00	\$ 116,000.00
Interest		436,410.00	430,560.00	424,320.00	417,690.00	410,605.00
	(1)	\$ 526,410.00	\$ 526,560.00	\$ 526,320.00	\$ 526,690.00	\$ 526,605.00
Annual Collection Costs	(2)	\$ 62,462.93	\$ 63,712.19	\$ 64,986.43	\$ 66,286.16	\$ 67,611.88
Additional Interest	(3)	\$ 33,570.00	\$ 33,120.00	\$ 32,640.00	\$ 32,130.00	\$ 31,585.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 622,442.93	\$ 623,392.19	\$ 623,946.43	\$ 625,106.16	\$ 625,801.88

		Improvement Area #2				
Annual Installments Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 76,000.00	\$ 81,000.00	\$ 86,000.00	\$ 91,000.00	\$ 97,000.00
Interest		393,510.00	388,570.00	383,305.00	377,715.00	371,800.00
	(1)	\$ 469,510.00	\$ 469,570.00	\$ 469,305.00	\$ 468,715.00	\$ 468,800.00
Annual Collection Costs	(2)	\$ 43,700.23	\$ 44,574.23	\$ 45,465.72	\$ 46,375.03	\$ 47,302.53
Additional Interest	(3)	\$ 30,270.00	\$ 29,890.00	\$ 29,485.00	\$ 29,055.00	\$ 28,600.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 543,480.23	\$ 544,034.23	\$ 544,255.72	\$ 544,145.03	\$ 544,702.53

		Improvement Area #3				
Annual Installments Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 59,112.59	\$ 63,504.65	\$ 68,223.05	\$ 73,292.02	\$ 78,737.62
Interest		448,400.50	444,008.43	439,290.04	434,221.07	428,775.47
	(1)	\$ 507,513.09	\$ 507,513.09	\$ 507,513.09	\$ 507,513.09	\$ 507,513.09
Annual Collection Costs	(2)	\$ 50,156.63	\$ 51,159.76	\$ 52,182.96	\$ 53,226.62	\$ 54,291.15
Total Annual Installment ^[a]	(3) = (1) + (2)	\$ 557,669.72	\$ 558,672.85	\$ 559,696.05	\$ 560,739.71	\$ 561,804.24

Footnotes:

[a] Additional Interest to be added to total Annual Installment upon issuance of PID Bonds to pay for or reimburse all or a portion of the Improvement Area #3 Reimbursement Obligation.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Private	Improvement Area #1	Improvement Area #2	Improvement Area #3	Total
Sources of Funds					
Improvement Area #1-2 Bonds	\$ -	\$ 6,714,000	\$ 6,054,000	\$ -	\$ 12,768,000
Improvement Area #1 Reimbursement Obligation ^[a]	-	126,000	-	-	126,000
Improvement Area #1 Interest Earnings ^[b]	-	486,734	-	-	486,734
Improvement Area #2 Reimbursement Obligation ^[c]	-	-	71,000	-	71,000
Improvement Area #3 Reimbursement Obligation	-	-	-	6,035,000	6,035,000
Developer Contribution - Improvement Area #1 ^[d]	-	3,486,267	-	-	3,486,267
Developer Contribution - Improvement Area #2 ^[d]	-	-	3,507,717	-	3,507,717
Developer Contribution - Improvement Area #3 ^[d]	-	-	-	1,947,456	1,947,456
Developer Contribution - Private Improvements ^[d]	27,128,125	-	-	-	27,128,125
Developer Contribution - Major Improvements ^[d]	17,487,464	-	-	-	17,487,464
Total Sources	\$ 44,615,589	\$ 10,813,002	\$ 9,632,717	\$ 7,982,456	\$ 73,043,764
Uses of Funds					
Major Improvements	\$ 17,487,464	\$ -	\$ -	\$ -	\$ 17,487,464
Improvement Area #1 Improvements	-	9,607,822	-	-	9,607,822
Improvement Area #2 Improvements	-	-	8,548,017	-	8,548,017
Improvement Area #3 Improvements	-	-	-	6,861,618	6,861,618
Private Improvements	27,128,125	-	-	-	27,128,125
	\$ 44,615,589	\$ 9,607,822	\$ 8,548,017	\$ 6,861,618	\$ 69,633,046
Bond Issuance Costs^[e]					
Debt Service Reserve Fund	\$ -	\$ 527,350	\$ 469,570	\$ 507,513	\$ 1,504,433
Underwriter's Discount ^[f]	-	201,420	181,620	181,050	564,090
Cost of Issuance	-	436,410	393,510	392,275	1,222,195
	\$ -	\$ 1,165,180	\$ 1,044,700	\$ 1,080,838	\$ 3,290,718
Other Costs^[e]					
Initial Deposit to Administrative Fund	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 120,000
	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 120,000
Total Uses	\$ 44,615,589	\$ 10,813,002	\$ 9,632,717	\$ 7,982,456	\$ 73,043,764

Footnotes:

[a] Includes the principal portion of Annual Installments collected in 2024 and 2025 prior to the issuance of Improvement Area #1-2 Bonds and will not be funded from the proceeds of PID Bonds or from the collection of future Annual Installments. The outstanding balance of the Improvement Area #1 Reimbursement Obligation is reduced to \$0, due to the issuance of Improvement Area #1-2 Bonds. The principal portion of Annual Installments collected in 2024 and 2025 shall be deposited into the Project Fund upon issuance of the Improvement Area #1 Bonds.

[b] Interest collected on the 2024 Annual Installment to be deposited into the Project Fund. See footnote [a] on **Exhibit F-2** and **Exhibit G-2** for interest collected on the 2025 Annual Installment.

[c] Includes the principal portion of Annual Installments collected in 2025 prior to the issuance of Improvement Area #1-2 Bonds and will not be funded from the proceeds of PID Bonds or from the collection of future Annual Installments. The outstanding balance of the Improvement Area #2 Reimbursement Obligation is reduced \$0, due to the issuance of Improvement Area #1-2 Bonds. The principal portion of Annual Installments collected in 2025 shall be deposited into the Project Fund upon issuance of the Improvement Area #1-2 Bonds.

[d] Not reimbursable to the Developer through Assessments or PID Bonds.

[e] Estimates only and subject to change. Bond Issuance Costs and Other Costs associated with PID Bonds issued to refinance all or a portion of the any Reimbursement Obligation are to be determined and incurred at the time such PID Bonds are issued.

[f] Includes the fee to counsel to the Underwriter.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ^[a]	Estimated Buildout Value ^[a]		Assessment		Average Annual Installment ^[b]		PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
<i>Improvement Area #1</i>								
Lot Type 1 (50')	304	\$ 358,902	\$ 109,106,208	\$ 22,086	\$ 6,714,000	\$ 2,015	\$ 612,674	\$ 0.5615
<i>Improvement Area #1 Subtotal</i>	304		\$ 109,106,208		\$ 6,714,000		\$ 612,674	\$ 0.5615
<i>Improvement Area #2</i>								
Lot Type 2 (50')	279	\$ 373,402	\$ 104,179,158	\$ 21,699	\$ 6,054,000	\$ 1,962	\$ 547,474	\$ 0.5255
<i>Improvement Area #2 Subtotal</i>	279		\$ 104,179,158		\$ 6,054,000		\$ 547,474	\$ 0.5255
<i>Improvement Area #3</i>								
Lot Type 3 (50')	226	\$ 365,000	\$ 82,490,000	\$ 26,704	\$ 6,035,000	\$ 2,633	\$ 594,948	\$ 0.7212
<i>Improvement Area #3 Subtotal</i>	226		\$ 82,490,000		\$ 6,035,000		\$ 594,948	\$ 0.7212
Total	809		\$ 295,775,366		\$ 18,803,000			

Footnotes:

[a] Per information provided by the Developer.

[b] Improvement Area #3 includes estimated future Additional Interest.

EXHIBIT F-1 –IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2026 ^[b]
500497800H0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0210000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0230000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0320000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800K01X0000	Non-Benefitted	\$ -	\$ -
500497800L01X0000	Non-Benefitted	\$ -	\$ -
500497800G0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0170000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800B01X0000	Non-Benefitted	\$ -	\$ -
500497800B0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800B0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800B0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0190000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0130000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0160000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0140000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0290000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0290000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0130000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0280000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0170000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0180000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800H01X0000	Non-Benefitted	\$ -	\$ -
500497800A01X0000	Non-Benefitted	\$ -	\$ -
500497800A0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0130000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0120000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0100000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0190000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0250000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0260000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0340000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800I0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800M01X0000	Non-Benefitted	\$ -	\$ -
500497800G0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800G0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51

Property ID ^[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2026 ^[b]
500497800E0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0130000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0220000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0240000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800B0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0220000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0180000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0280000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0110000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0300000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0120000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0150000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0370000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0350000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0140000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0180000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0200000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800I0410000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800M0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800G01X0000	Non-Benefitted	\$ -	\$ -
500497800G0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0140000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0150000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0210000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800B0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800B0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0270000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0310000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0260000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0160000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0190000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0220000	Lot Type 1	\$ 22,085.53	\$ 2,047.51

Property ID ^[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2026 ^[b]
500497800D0200000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0360000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0110000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0170000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0270000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0280000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800I01X0000	Non-Benefitted	\$ -	\$ -
500497800G0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800G0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0100000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0160000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0230000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800B0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0260000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0230000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0210000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0110000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0120000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0170000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0320000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0310000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0100000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0270000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0230000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0340000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0160000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0240000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0310000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800K0360000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800G0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0120000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0180000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0190000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0200000	Lot Type 1	\$ 22,085.53	\$ 2,047.51

Property ID ^[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2026 ^[b]
500497800F0250000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0250000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0240000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0200000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0300000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D01X0000	Non-Benefitted	\$ -	\$ -
500497800D0140000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0240000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0320000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0130000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0270000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0350000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0340000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0320000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0260000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0250000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0100000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0380000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0300000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0290000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0280000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0200000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0140000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0160000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0140000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H0120000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0120000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0110000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0100000	Lot Type 1	\$ 22,085.53	\$ 2,047.51

Property ID ^[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2026 ^[b]
500498200L0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0330000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0310000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0240000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0180000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0170000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0150000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0390000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0310000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0130000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0120000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0130000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H0130000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200N0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200N0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0110000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0140000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0240000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0300000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0290000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0220000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0200000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0190000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0340000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0260000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0190000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0180000	Lot Type 1	\$ 22,085.53	\$ 2,047.51

Property ID ^[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2026 ^[b]
500498200I0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0180000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0120000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200N0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0230000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0130000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0280000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0270000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0140000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0120000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0220000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0360000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0350000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0320000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0250000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0160000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J02X0000	Non-Benefitted	\$ -	\$ -
500498200J0170000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0110000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0100000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J01X0000	Non-Benefitted	\$ -	\$ -
500498200H0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200N0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200N0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0100000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200M0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0250000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51

Property ID ^[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2026 ^[b]
500498200K0210000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0130000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0110000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0330000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0270000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0240000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0170000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0110000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0100000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0030000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H0100000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0150000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0220000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0290000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0300000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0330000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800K0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800K0370000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800G0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800E0110000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800F0260000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800B0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800B0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0100000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C0150000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800C01X0000	Non-Benefitted	\$ -	\$ -
500497800D0250000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0210000	Lot Type 1	\$ 22,085.53	\$ 2,047.51

Property ID ^[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2026 ^[b]
500497800D0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0330000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0020000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800D0380000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500497800A0350000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200N0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200N0010000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200N01X0000	Non-Benefitted	\$ -	\$ -
500498200M0120000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0260000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0230000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0160000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0090000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200K0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0400000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0370000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0230000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0210000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0150000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0060000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0150000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0080000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200J0070000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H02X0000	Non-Benefitted	\$ -	\$ -
500498200H0110000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H0050000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200H0040000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0200000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0190000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0180000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0160000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0220000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0150000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0210000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200L0170000	Lot Type 1	\$ 22,085.53	\$ 2,047.51
500498200I02X0000	Non-Benefitted	\$ -	\$ -
Total^[c]		\$ 6,714,001.12	\$ 622,443.04

Footnotes:

[a] Subject to change based on the final certified rolls provided by the County prior to billing.

[b] Includes principal, interest, Additional Interest, and Annual Collection Costs.

[c] Totals may not match the Outstanding Assessment or Annual Installment due to rounding.

EXHIBIT F-2 –IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31 ^[a]	Principal	Interest ^[b]	Additional Interest	Reserve Fund ^[d]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 103,384	\$ 404,321	\$ -	\$ -	\$ 40,000	\$ 548,109
2026	\$ 90,000	\$ 436,410	\$ 33,570	\$ -	\$ 62,463	\$ 622,443
2027	\$ 96,000	\$ 430,560	\$ 33,120	\$ -	\$ 63,712	\$ 623,392
2028	\$ 102,000	\$ 424,320	\$ 32,640	\$ -	\$ 64,986	\$ 623,946
2029	\$ 109,000	\$ 417,690	\$ 32,130	\$ -	\$ 66,286	\$ 625,106
2030	\$ 116,000	\$ 410,605	\$ 31,585	\$ -	\$ 67,612	\$ 625,802
2031	\$ 124,000	\$ 403,065	\$ 31,005	\$ -	\$ 68,964	\$ 627,034
2032	\$ 132,000	\$ 395,005	\$ 30,385	\$ -	\$ 70,343	\$ 627,733
2033	\$ 140,000	\$ 386,425	\$ 29,725	\$ -	\$ 71,750	\$ 627,900
2034	\$ 150,000	\$ 377,325	\$ 29,025	\$ -	\$ 73,185	\$ 629,535
2035	\$ 159,000	\$ 367,575	\$ 28,275	\$ -	\$ 74,649	\$ 629,499
2036	\$ 170,000	\$ 357,240	\$ 27,480	\$ -	\$ 76,142	\$ 630,862
2037	\$ 181,000	\$ 346,190	\$ 26,630	\$ -	\$ 77,665	\$ 631,485
2038	\$ 192,000	\$ 334,425	\$ 25,725	\$ -	\$ 79,218	\$ 631,368
2039	\$ 205,000	\$ 321,945	\$ 24,765	\$ -	\$ 80,802	\$ 632,512
2040	\$ 218,000	\$ 308,620	\$ 23,740	\$ -	\$ 82,419	\$ 632,779
2041	\$ 232,000	\$ 294,450	\$ 22,650	\$ -	\$ 84,067	\$ 633,167
2042	\$ 247,000	\$ 279,370	\$ 21,490	\$ -	\$ 85,748	\$ 633,608
2043	\$ 263,000	\$ 263,315	\$ 20,255	\$ -	\$ 87,463	\$ 634,033
2044	\$ 281,000	\$ 246,220	\$ 18,940	\$ -	\$ 89,212	\$ 635,372
2045	\$ 299,000	\$ 227,955	\$ 17,535	\$ -	\$ 90,997	\$ 635,487
2046	\$ 318,000	\$ 208,520	\$ 16,040	\$ -	\$ 92,817	\$ 635,377
2047	\$ 339,000	\$ 187,850	\$ 14,450	\$ -	\$ 94,673	\$ 635,973
2048	\$ 361,000	\$ 165,815	\$ 12,755	\$ -	\$ 96,566	\$ 636,136
2049	\$ 385,000	\$ 142,350	\$ 10,950	\$ -	\$ 98,498	\$ 636,798
2050	\$ 410,000	\$ 117,325	\$ 9,025	\$ -	\$ 100,468	\$ 636,818
2051	\$ 436,000	\$ 90,675	\$ 6,975	\$ -	\$ 102,477	\$ 636,127
2052	\$ 464,000	\$ 62,335	\$ 4,795	\$ -	\$ 104,527	\$ 635,657
2053	\$ 495,000	\$ 32,175	\$ 2,475	\$ (527,350)	\$ 106,617	\$ 108,917
Total	\$ 6,714,000	\$ 8,035,755	\$ 618,135	\$ (527,350)	\$ 2,314,327	\$ 17,154,867

Footnotes:

[a] Annual Installments collected 1/31/2025 on the Improvement Area #1 Reimbursement Obligation shall be used for the 9/15/2025 debt service payment on the Improvement Area #1 Bonds. Principal paid 1/31/2025 is not included in the Improvement Area #1 Bond par.

[b] Interest on the Improvement Area #1 Bonds is calculated at 6.50% and is subject to change upon final pricing.

[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] Assumes the Reserve Fund is fully funded and available to reduce the Improvement Area #1 Annual Installments at maturity of the Improvement Area #1-2 Bonds.

EXHIBIT G-1 - IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2026 ^[b]
50050050010010000	Improvement Area #2 Initial Parcel	\$ 2,590,530.12	\$ 232,557.30
65054142510150000	Improvement Area #2 Initial Parcel	\$ 1,551,067.33	\$ 139,242.56
65054142010120000	Improvement Area #2 Initial Parcel	\$ 762,762.90	\$ 68,474.82
65054142010100000	Improvement Area #2 Initial Parcel	\$ 157,776.98	\$ 14,163.97
65054142510080000	Improvement Area #2 Initial Parcel	\$ 991,862.67	\$ 89,041.58
Total^[c]		\$ 6,054,000.00	\$ 543,480.23

Footnotes:

[a] The entire Improvement Area #2 Initial Parcel is contained within Property IDs 50050050010010000, 65054142510150000, 65054142010120000, 65054142010100000, and 65054142510080000. For billing purposes, the Annual Installment due 1/31/2026 shall be allocated pro rata based on acreage and is subject to change based on the final certified rolls provided by the County prior to billing.

[b] Includes principal, interest, Additional Interest, and Annual Collection Costs.

[c] Totals may not match the Outstanding Assessment or Annual Installment due to rounding.

EXHIBIT G-2 - IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installment Due 1/31 ^[a]	Principal	Interest ^[b]	Additional Interest	Reserve Fund ^[d]	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 70,911.83	\$ 398,125.00	\$ -	\$ -	\$ 40,000.00	\$ 509,036.83
2026	\$ 76,000.00	\$ 393,510.00	\$ 30,270.00	\$ -	\$ 43,700.23	\$ 543,480.23
2027	\$ 81,000.00	\$ 388,570.00	\$ 29,890.00	\$ -	\$ 44,574.23	\$ 544,034.23
2028	\$ 86,000.00	\$ 383,305.00	\$ 29,485.00	\$ -	\$ 45,465.72	\$ 544,255.72
2029	\$ 91,000.00	\$ 377,715.00	\$ 29,055.00	\$ -	\$ 46,375.03	\$ 544,145.03
2030	\$ 97,000.00	\$ 371,800.00	\$ 28,600.00	\$ -	\$ 47,302.53	\$ 544,702.53
2031	\$ 104,000.00	\$ 365,495.00	\$ 28,115.00	\$ -	\$ 48,248.59	\$ 545,858.59
2032	\$ 110,000.00	\$ 358,735.00	\$ 27,595.00	\$ -	\$ 49,213.56	\$ 545,543.56
2033	\$ 117,000.00	\$ 351,585.00	\$ 27,045.00	\$ -	\$ 50,197.83	\$ 545,827.83
2034	\$ 125,000.00	\$ 343,980.00	\$ 26,460.00	\$ -	\$ 51,201.78	\$ 546,641.78
2035	\$ 133,000.00	\$ 335,855.00	\$ 25,835.00	\$ -	\$ 52,225.82	\$ 546,915.82
2036	\$ 142,000.00	\$ 327,210.00	\$ 25,170.00	\$ -	\$ 53,270.34	\$ 547,650.34
2037	\$ 151,000.00	\$ 317,980.00	\$ 24,460.00	\$ -	\$ 54,335.74	\$ 547,775.74
2038	\$ 161,000.00	\$ 308,165.00	\$ 23,705.00	\$ -	\$ 55,422.46	\$ 548,292.46
2039	\$ 171,000.00	\$ 297,700.00	\$ 22,900.00	\$ -	\$ 56,530.91	\$ 548,130.91
2040	\$ 182,000.00	\$ 286,585.00	\$ 22,045.00	\$ -	\$ 57,661.53	\$ 548,291.53
2041	\$ 194,000.00	\$ 274,755.00	\$ 21,135.00	\$ -	\$ 58,814.76	\$ 548,704.76
2042	\$ 207,000.00	\$ 262,145.00	\$ 20,165.00	\$ -	\$ 59,991.05	\$ 549,301.05
2043	\$ 220,000.00	\$ 248,690.00	\$ 19,130.00	\$ -	\$ 61,190.87	\$ 549,010.87
2044	\$ 235,000.00	\$ 234,390.00	\$ 18,030.00	\$ -	\$ 62,414.69	\$ 549,834.69
2045	\$ 250,000.00	\$ 219,115.00	\$ 16,855.00	\$ -	\$ 63,662.98	\$ 549,632.98
2046	\$ 266,000.00	\$ 202,865.00	\$ 15,605.00	\$ -	\$ 64,936.24	\$ 549,406.24
2047	\$ 283,000.00	\$ 185,575.00	\$ 14,275.00	\$ -	\$ 66,234.97	\$ 549,084.97
2048	\$ 302,000.00	\$ 167,180.00	\$ 12,860.00	\$ -	\$ 67,559.67	\$ 549,599.67
2049	\$ 321,000.00	\$ 147,550.00	\$ 11,350.00	\$ -	\$ 68,910.86	\$ 548,810.86
2050	\$ 342,000.00	\$ 126,685.00	\$ 9,745.00	\$ -	\$ 70,289.08	\$ 548,719.08
2051	\$ 365,000.00	\$ 104,455.00	\$ 8,035.00	\$ -	\$ 71,694.86	\$ 549,184.86
2052	\$ 388,000.00	\$ 80,730.00	\$ 6,210.00	\$ -	\$ 73,128.76	\$ 548,068.76
2053	\$ 414,000.00	\$ 55,510.00	\$ 4,270.00	\$ -	\$ 74,591.33	\$ 548,371.33
2054	\$ 440,000.00	\$ 28,600.00	\$ 2,200.00	\$ (469,570.00)	\$ 76,083.16	\$ 77,313.16
Total	\$ 6,054,000.00	\$ 7,546,435.00	\$ 580,495.00	\$ (469,570.00)	\$ 1,695,229.57	\$ 15,406,589.57

Footnotes:

[a] Annual Installments collected 1/31/2025 on the Improvement Area #2 Reimbursement Obligation shall be used for the 9/15/2025 debt service payment on the Improvement Area #2 Bonds. Principal paid 1/31/2025 is not included in the Improvement Area #2 Bond par.

[b] Interest on the Improvement Area #2 Bonds is calculated at 6.50% and is subject to change upon final pricing.

[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] Assumes the Reserve Fund is fully funded and available to reduce the Improvement Area #2 Annual Installments at maturity of the Improvement Area #1-2 Bonds.

EXHIBIT H-1 - IMPROVEMENT AREA #3 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2026 ^[b]
50050050010010000	Improvement Area #3 Initial Parcel	\$ 2,578,542.93	\$ 238,272.63
50028310000030000	Improvement Area #3 Initial Parcel	\$ 47,379.86	\$ 4,378.18
65054142510150100	Improvement Area #3 Initial Parcel	\$ 40,869.94	\$ 3,776.62
65054142510150000	Improvement Area #3 Initial Parcel	\$ 1,543,890.06	\$ 142,664.58
65054142510080000	Improvement Area #3 Initial Parcel	\$ 987,273.01	\$ 91,229.87
65054142510080100	Improvement Area #3 Initial Parcel	\$ 837,044.19	\$ 77,347.84
Total^[c]		\$ 6,035,000.00	\$ 557,669.72

Footnotes:

[a] The entire Improvement Area #3 Initial Parcel is contained within Property IDs 50050050010010000, 50028310000030000, 65054142510150100 65054142510150000, 65054142510080000, and 65054142510080100. For billing purposes, the Annual Installment due 1/31/2026 shall be allocated pro rata based on acreage and is subject to change based on the final certified rolls provided by the County prior to billing.

[b] Includes principal, interest, and Annual Collection Costs.

[c] Totals may not match the Outstanding Assessment or Annual Installment due to rounding.

EXHIBIT H-2 - IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

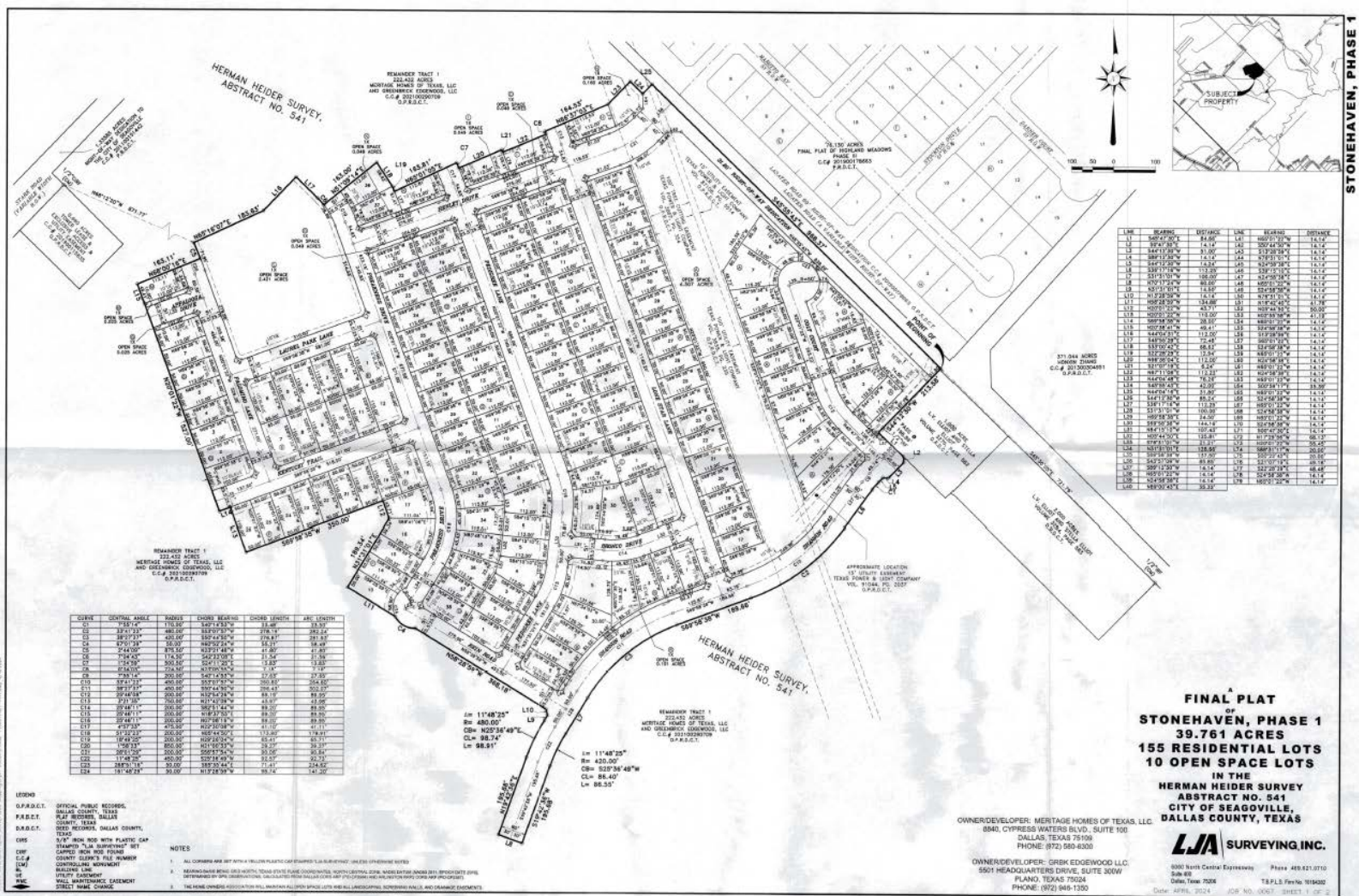
Annual Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Annual Installment ^[b]
2026	\$ 59,113	\$ 448,401	\$ 50,157	\$ 557,670
2027	\$ 63,505	\$ 444,008	\$ 51,160	\$ 558,673
2028	\$ 68,223	\$ 439,290	\$ 52,183	\$ 559,696
2029	\$ 73,292	\$ 434,221	\$ 53,227	\$ 560,740
2030	\$ 78,738	\$ 428,775	\$ 54,291	\$ 561,804
2031	\$ 84,588	\$ 422,925	\$ 55,377	\$ 562,890
2032	\$ 90,873	\$ 416,640	\$ 56,485	\$ 563,998
2033	\$ 97,625	\$ 409,889	\$ 57,614	\$ 565,127
2034	\$ 104,878	\$ 402,635	\$ 58,766	\$ 566,280
2035	\$ 112,670	\$ 394,843	\$ 59,942	\$ 567,455
2036	\$ 121,042	\$ 386,471	\$ 61,141	\$ 568,654
2037	\$ 130,035	\$ 377,478	\$ 62,363	\$ 569,877
2038	\$ 139,697	\$ 367,816	\$ 63,611	\$ 571,124
2039	\$ 150,076	\$ 357,437	\$ 64,883	\$ 572,396
2040	\$ 161,227	\$ 346,286	\$ 66,181	\$ 573,694
2041	\$ 173,206	\$ 334,307	\$ 67,504	\$ 575,017
2042	\$ 186,075	\$ 321,438	\$ 68,854	\$ 576,367
2043	\$ 199,901	\$ 307,612	\$ 70,231	\$ 577,744
2044	\$ 214,754	\$ 292,760	\$ 71,636	\$ 579,149
2045	\$ 230,710	\$ 276,803	\$ 73,069	\$ 580,582
2046	\$ 247,851	\$ 259,662	\$ 74,530	\$ 582,043
2047	\$ 266,267	\$ 241,246	\$ 76,021	\$ 583,534
2048	\$ 286,050	\$ 221,463	\$ 77,541	\$ 585,054
2049	\$ 307,304	\$ 200,209	\$ 79,092	\$ 586,605
2050	\$ 330,137	\$ 177,376	\$ 80,674	\$ 588,187
2051	\$ 354,666	\$ 152,847	\$ 82,287	\$ 589,800
2052	\$ 381,018	\$ 126,496	\$ 83,933	\$ 591,446
2053	\$ 409,327	\$ 98,186	\$ 85,612	\$ 593,125
2054	\$ 439,740	\$ 67,773	\$ 87,324	\$ 594,837
2055	\$ 472,413	\$ 35,100	\$ 89,070	\$ 596,583
Total	\$ 6,035,000	\$ 9,190,393	\$ 2,034,758	\$ 17,260,151

Footnotes:

[a] Interest is calculated at 7.43%, which is not higher than 2% above the Bond Buyer Index of 5.43% stated the first week of May 2025, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

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

EXHIBIT I-1 – STONEHAVEN PHASE 1 FINAL PLAT



OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF DALLAS

LOT	BOOK	ADDRESS	SY	USE	LOT	BOOK	ADDRESS	SY	USE
1	A	0.134 5631	SINGLE FAMILY RESIDENTIAL	5	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
2	A	0.129 7781	SINGLE FAMILY RESIDENTIAL	6	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
3	A	0.132 6141	SINGLE FAMILY RESIDENTIAL	7	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
4	A	0.132 5701	SINGLE FAMILY RESIDENTIAL	8	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
5	A	0.248 3076	SINGLE FAMILY RESIDENTIAL	9	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
6	A	0.132 8002	SINGLE FAMILY RESIDENTIAL	10	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
7	A	0.222 8077	SINGLE FAMILY RESIDENTIAL	11	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
8	A	0.150 0021	SINGLE FAMILY RESIDENTIAL	12	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
9	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	13	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
10	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	14	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
11	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	15	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
12	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	16	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
13	A	0.137 1944	SINGLE FAMILY RESIDENTIAL	17	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
14	A	0.158 6479	SINGLE FAMILY RESIDENTIAL	18	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
15	A	0.185 0871	SINGLE FAMILY RESIDENTIAL	19	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
16	A	0.131 8134	SINGLE FAMILY RESIDENTIAL	20	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
17	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	21	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
18	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	22	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
19	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	23	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
20	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	24	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
21	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	25	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
22	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	26	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
23	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	27	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
24	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	28	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
25	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	29	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
26	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	30	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
27	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	31	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
28	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	32	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
29	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	33	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
30	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	34	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
31	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	35	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
32	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	36	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
33	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	37	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
34	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	38	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
35	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	39	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
36	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	40	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
37	A	0.129 5600	SINGLE FAMILY RESIDENTIAL	41	D	0.129 5600	SINGLE FAMILY RESIDENTIAL		
38	A	0.201 376114	OPEN SPACE	1	E	0.130 7100	SINGLE FAMILY RESIDENTIAL		
1	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	2	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
2	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	3	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
3	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	4	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
4	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	5	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
5	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	6	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
6	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	7	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
7	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	8	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
8	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	9	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
9	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	10	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
10	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	11	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
11	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	12	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
12	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	13	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
13	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	14	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
14	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	15	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
15	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	16	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
16	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	17	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
17	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	18	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
18	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	19	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
19	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	20	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
20	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	21	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
21	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	22	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
22	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	23	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
23	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	24	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
24	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	25	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
25	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	26	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
26	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	27	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
27	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	28	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
28	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	29	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
29	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	30	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
30	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	31	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
31	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	32	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
32	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	33	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
33	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	34	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
34	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	35	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
35	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	36	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
36	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	37	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
37	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	38	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
38	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	39	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
39	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	40	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
40	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	41	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
41	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	42	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
42	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	43	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
43	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	44	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
44	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	45	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
45	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	46	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
46	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	47	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
47	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	48	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
48	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	49	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
49	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	50	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
50	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	51	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
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97	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	98	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
98	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	99	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		
99	B	0.140 0110	SINGLE FAMILY RESIDENTIAL	100	E	0.129 7100	SINGLE FAMILY RESIDENTIAL		

WHEREAS CERTAIN PORTION OF TRACT, LIES AND UNDERGROUND ESTATE OF THE LAND, IN THE COUNTY OF DALLAS, TEXAS, BEING THE SAME AS SHOWN ON THE PLAT OF THE SAME, BEING THE SAME AS SHOWN ON THE PLAT OF THE SAME, BEING THE SAME AS SHOWN ON THE PLAT OF THE SAME, BEING THE SAME AS SHOWN ON THE PLAT OF THE SAME, BEING THE SAME AS SHOWN ON THE PLAT OF THE SAME, BEING THE SAME AS SHOWN ON THE PLAT OF THE SAME, BEING THE SAME AS SHOWN ON THE PLAT OF THE SAME, BEING THE SAME AS SHOWN ON THE PLAT OF THE SAME, BEING THE SAME AS SHOWN ON THE PLAT OF THE SAME, BEING THE SAME AS

[illegible]

SHERIFF'S CERTIFICATE
 STATE OF TEXAS H
 COUNTY OF DALLAS 3

THAT I, CHRIS MATTEO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAN FROM AN ACTUAL SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS INDICATED THEREON WERE FOUND AND/OR RECONSTRUCTED PLACES UNDER SURVEYORSHIP IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS.

WITNESS MY HAND AT DALLAS, TEXAS THIS 14th DAY OF April, 2024.

CHRIS MATTEO
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NUMBER: 8891

STATE OF TEXAS H
 COUNTY OF DALLAS 3

I, _____, DO HEREBY, AS THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEAR BEFORE CHRIS MATTEO, SURVEYOR TO ME AND AS THE PERSON BEFORE ME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SUBSCRIBED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVE UNDER MY HAND AND SEAL OF OFFICE, THIS 14th DAY OF April, 2024.

 NOTARY PUBLIC, DALLAS COUNTY, TEXAS
 MY COMMISSION EXPIRES: 9-24-25

CHERYL A. GOODWILL
 Notary Public, State of Texas
 Commission Expires: 09-24-2025
 Notary ID: 10088815

Filed by Request
 in the Official Records of:
 Dallas County
 On: APRIL 24, 2024 10:10 AM
 in the PLAT Records
 Book Number: 2024-3624000127
 Number of Pages: 2
 Applicant: 044.00
 Drawing: 2024-0000000424
 2x: 66

PREPARED BY THIS

A
FINAL PLAT
 OF
STONEHAVEN, PHASE 1
39.761 ACRES
155 RESIDENTIAL LOTS
10 OPEN SPACE LOTS
 IN THE
HERMAN HEISLER SURVEY
ABSTRACT NO. 541
CITY OF SEAGOVILLE,
DALLAS COUNTY, TEXAS

COMED OF TEXAS, LLC,
 D.D., SUITE 100

EXHIBIT I-2 – STONEHAVEN PHASE 2 FINAL PLAT

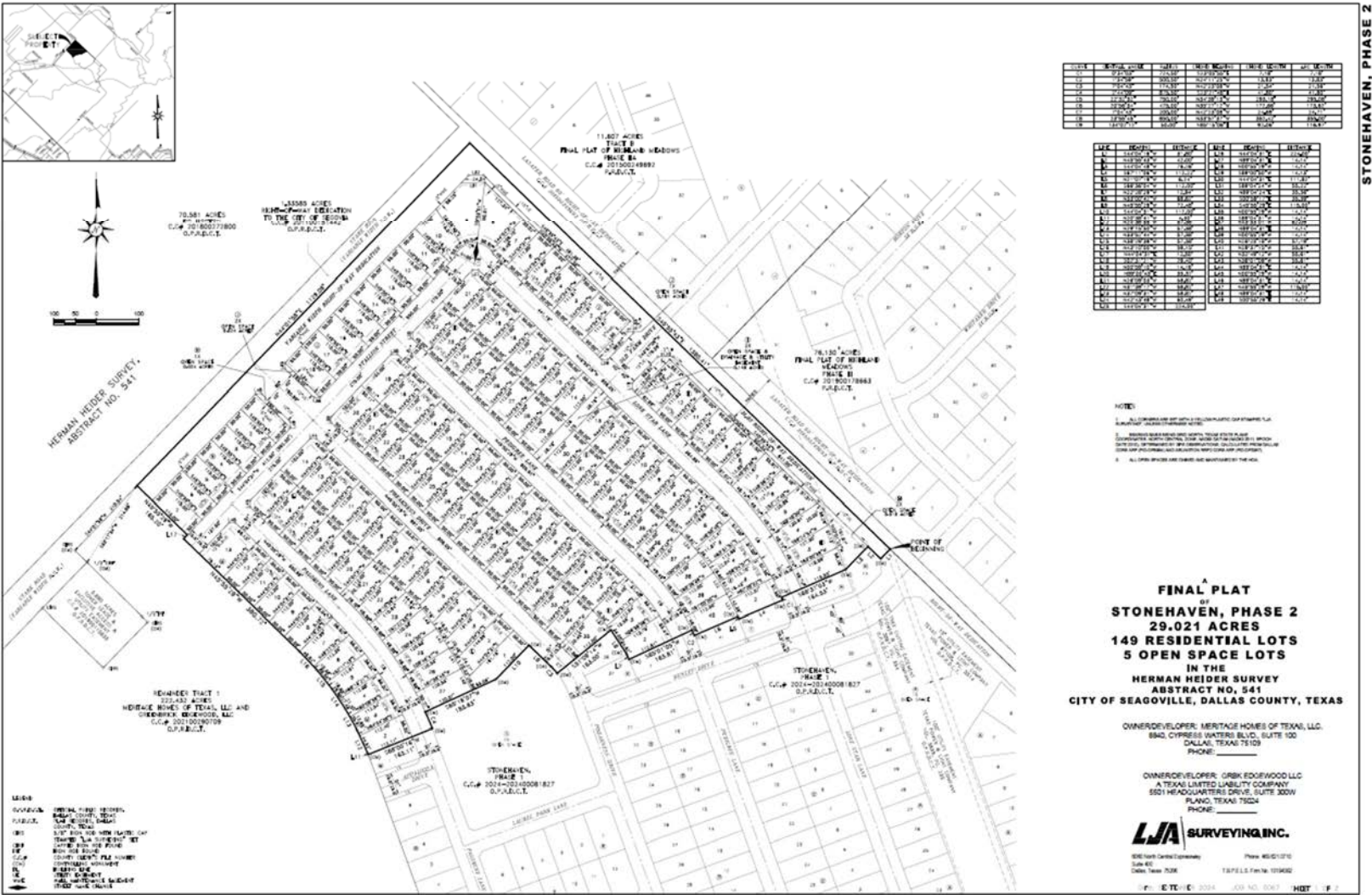
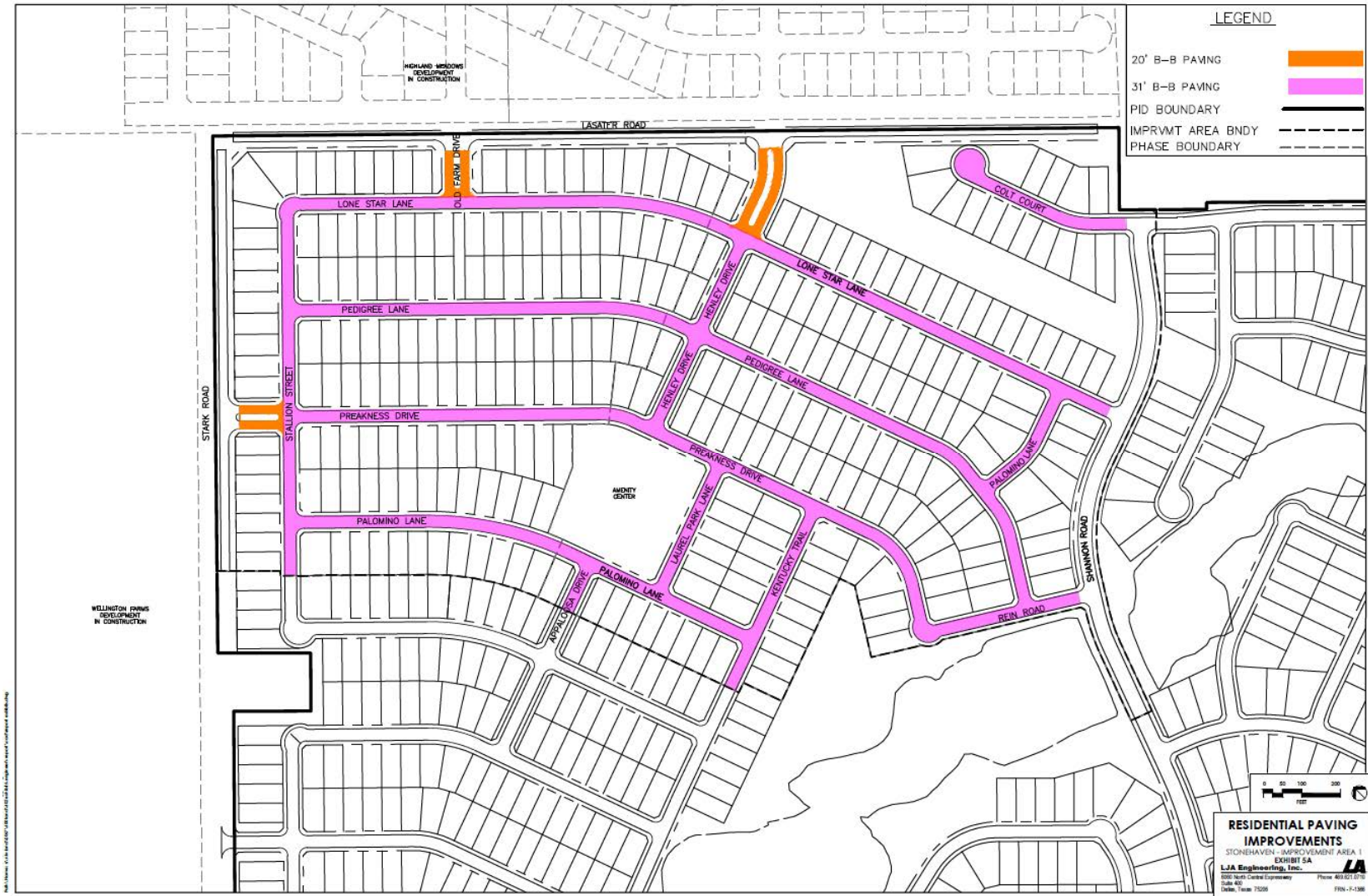
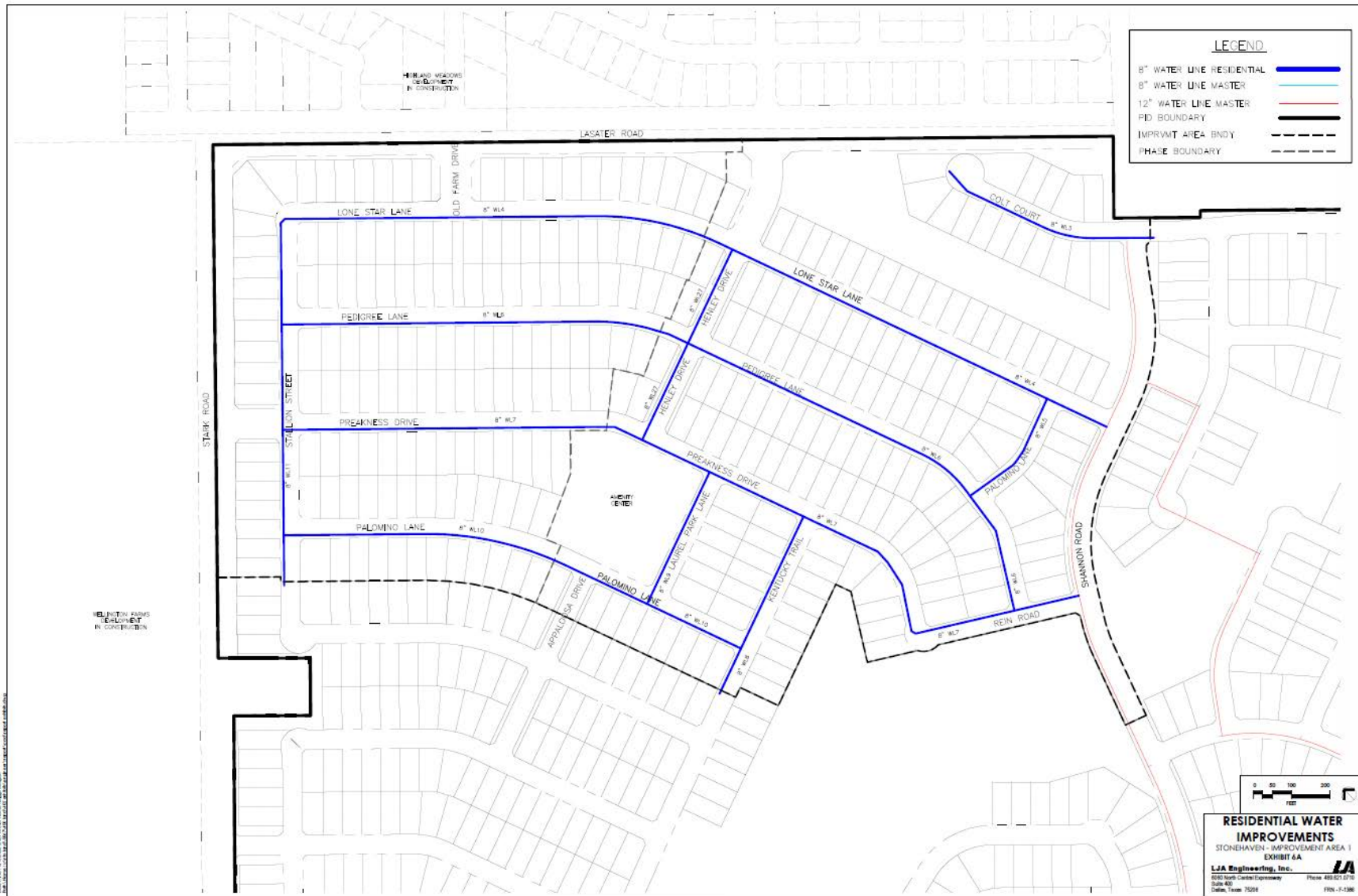
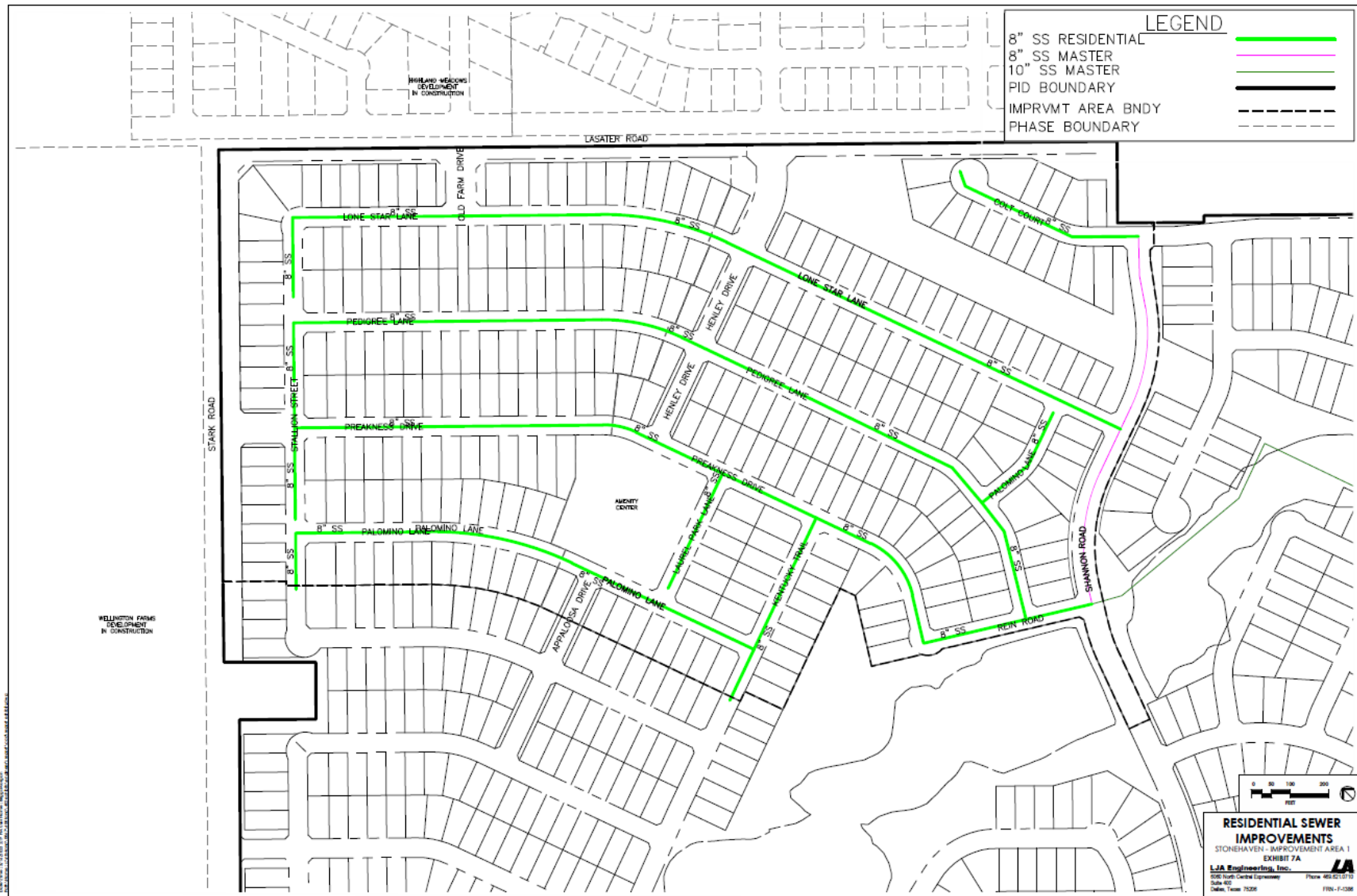


EXHIBIT J-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS







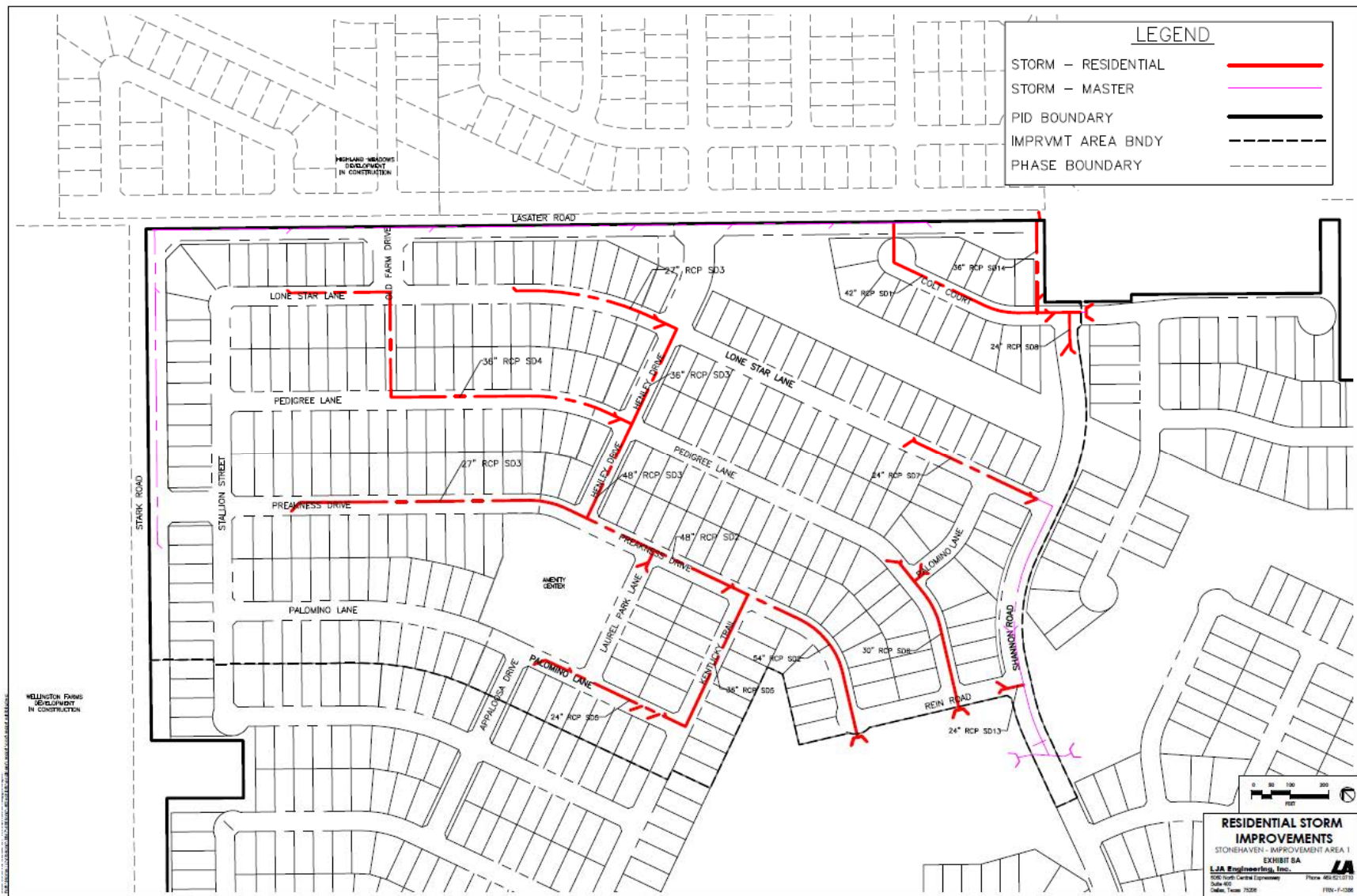


EXHIBIT J-2 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS







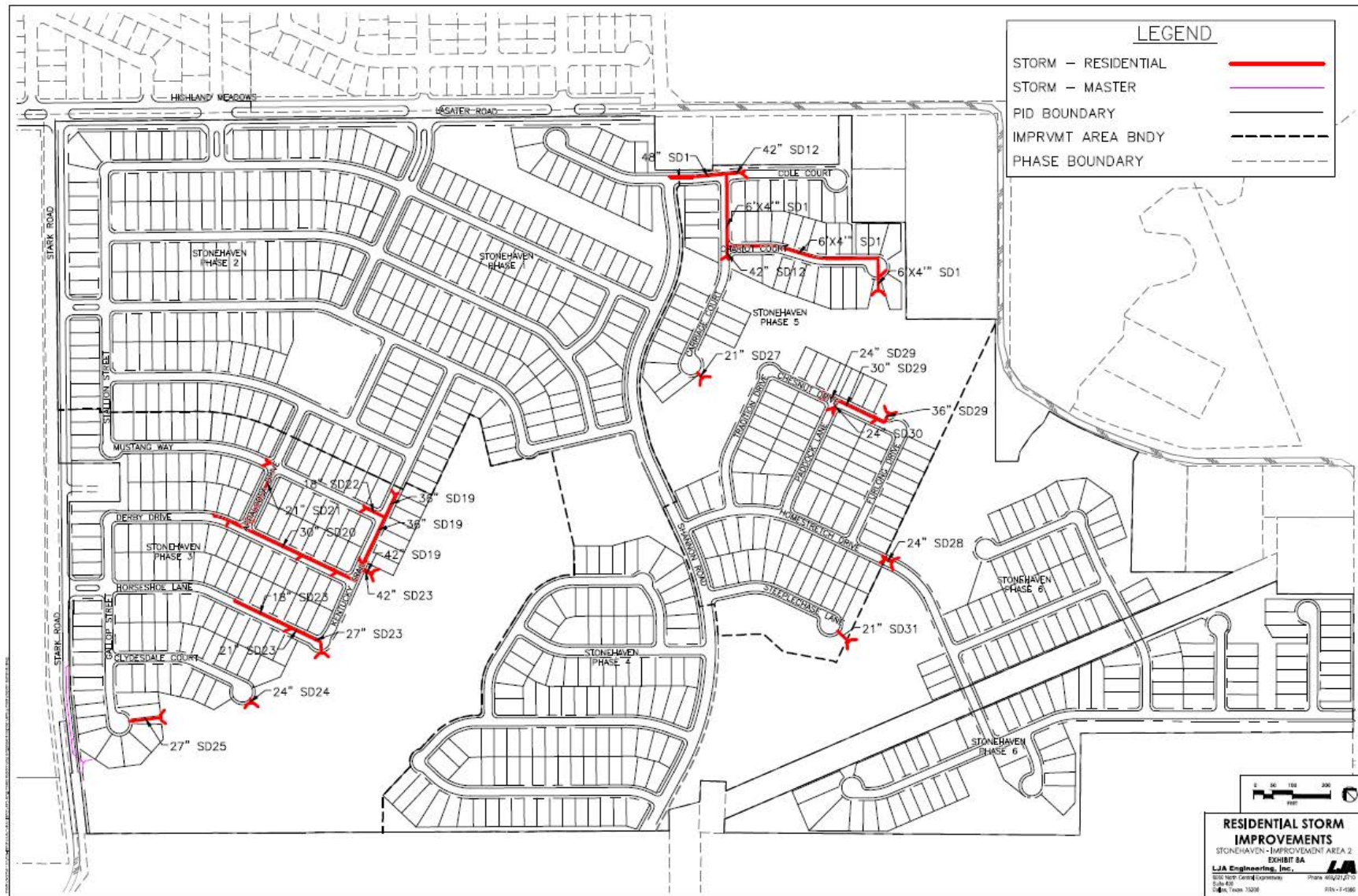
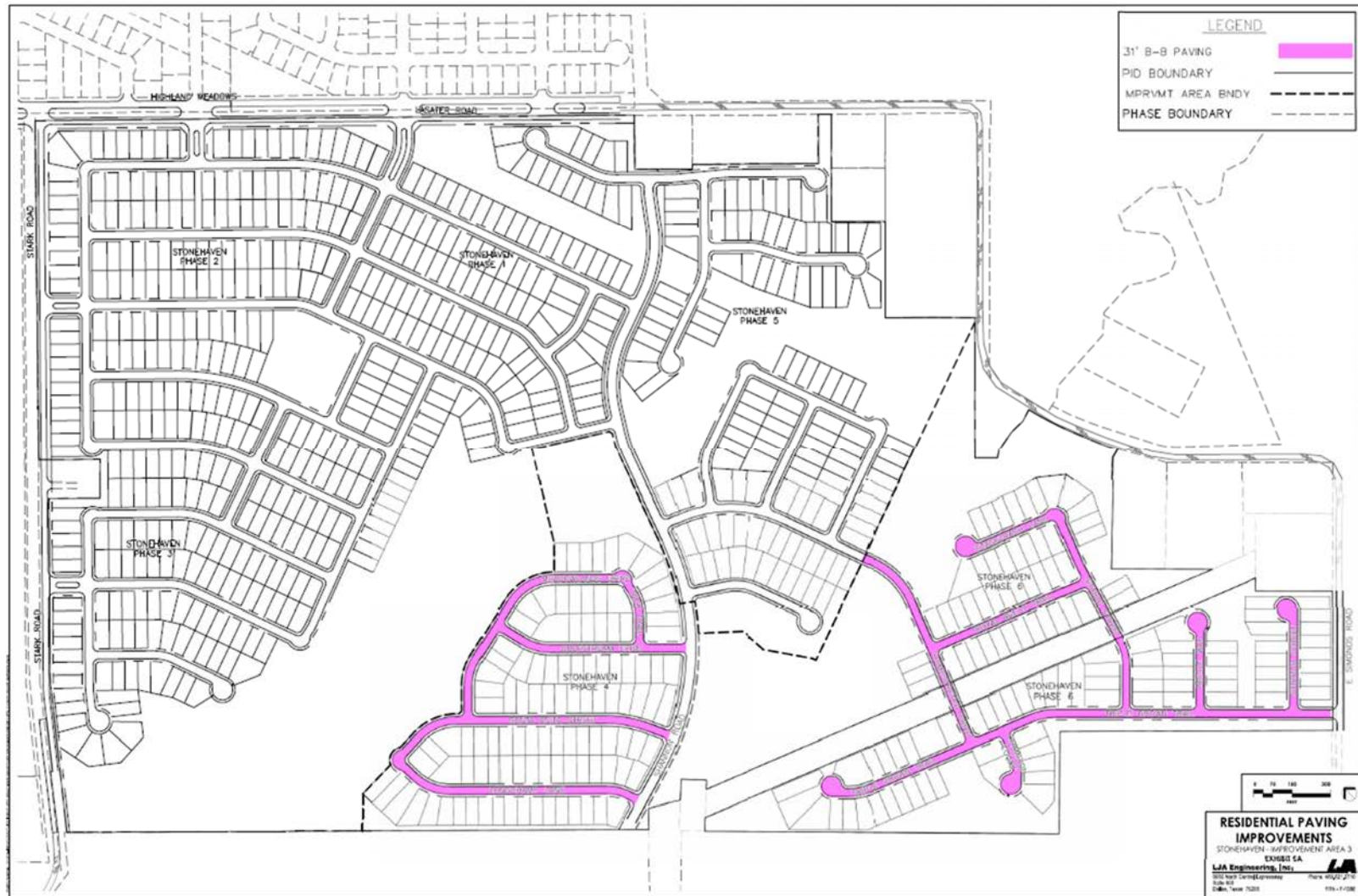
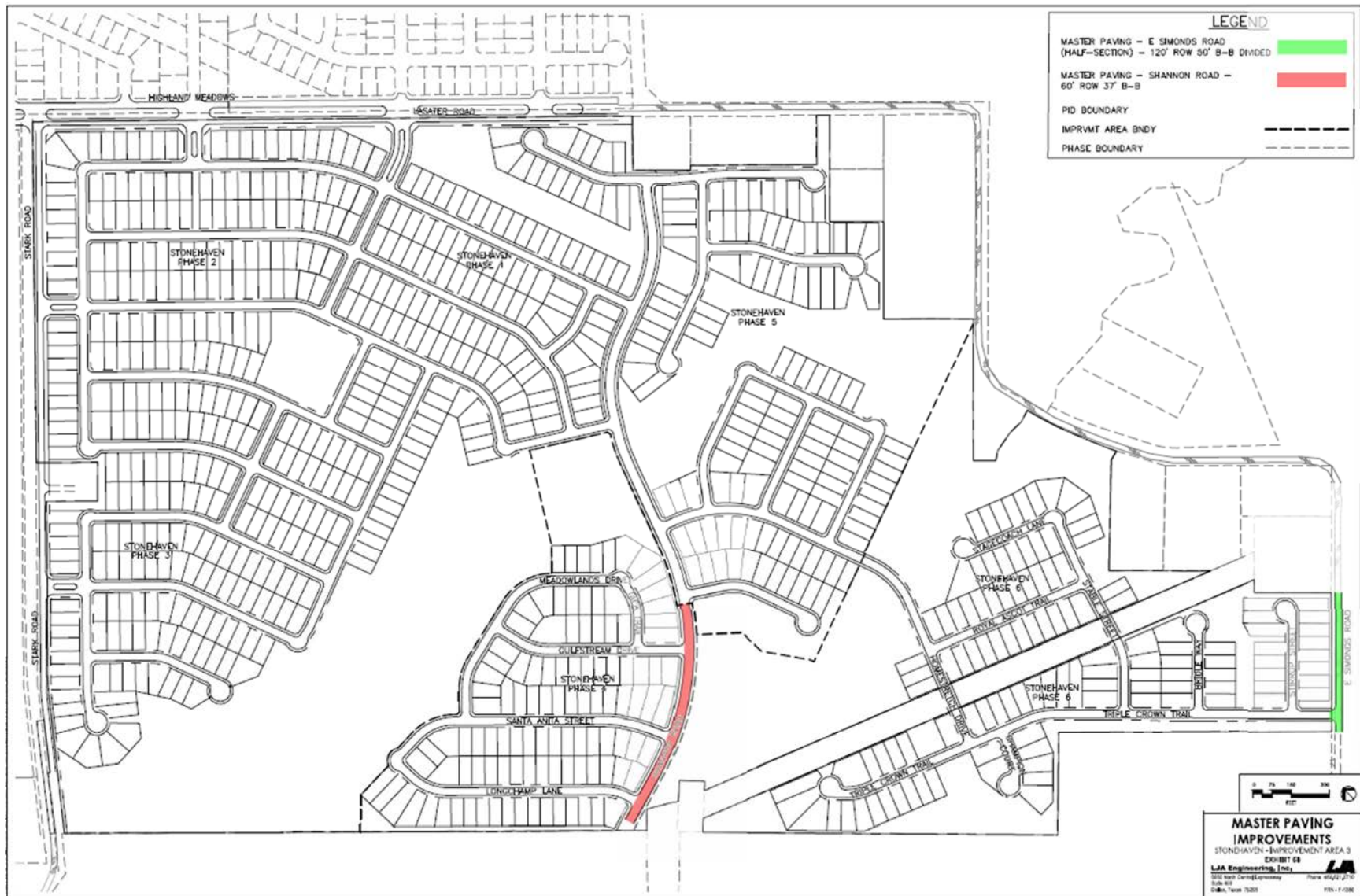
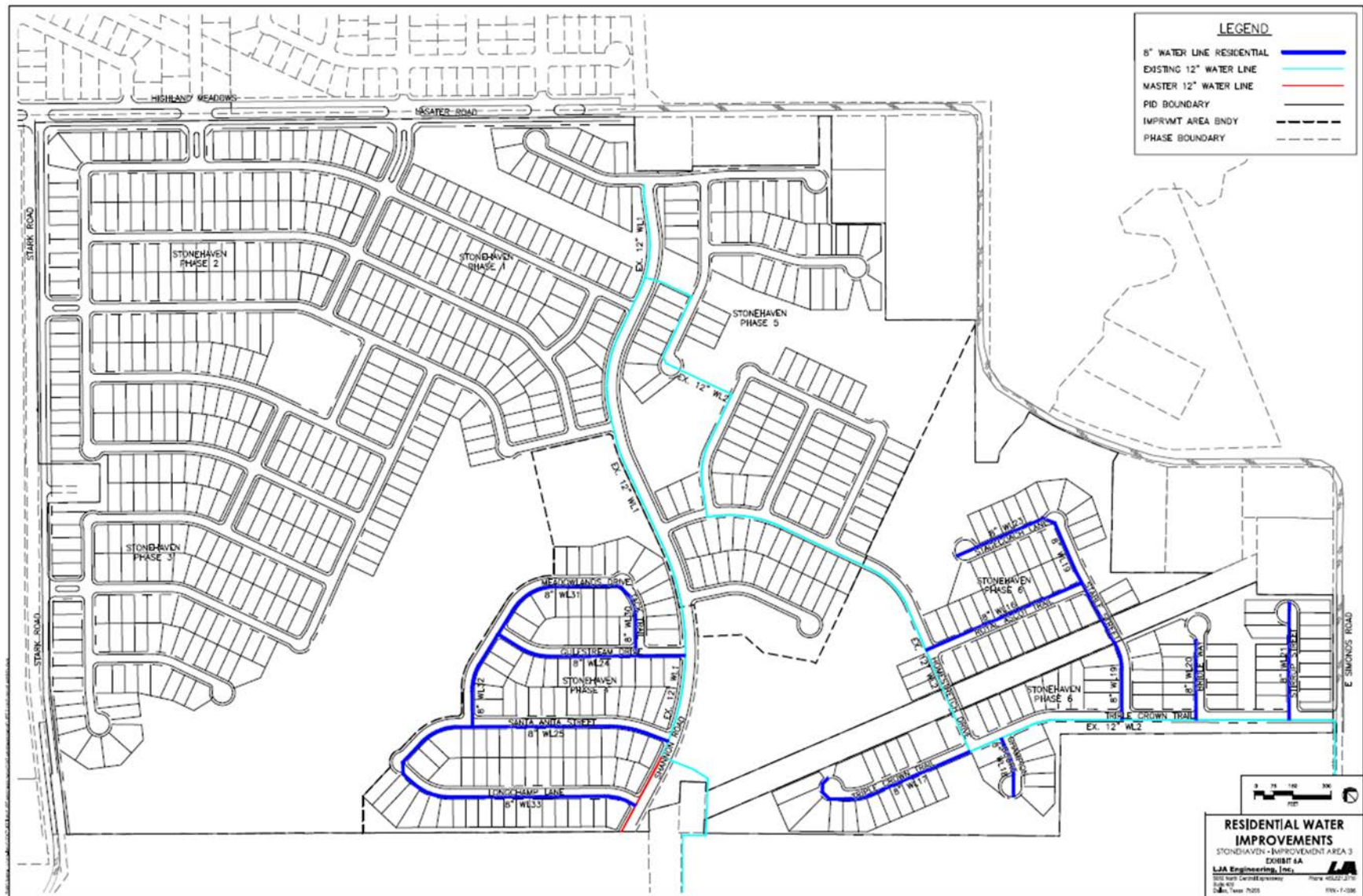
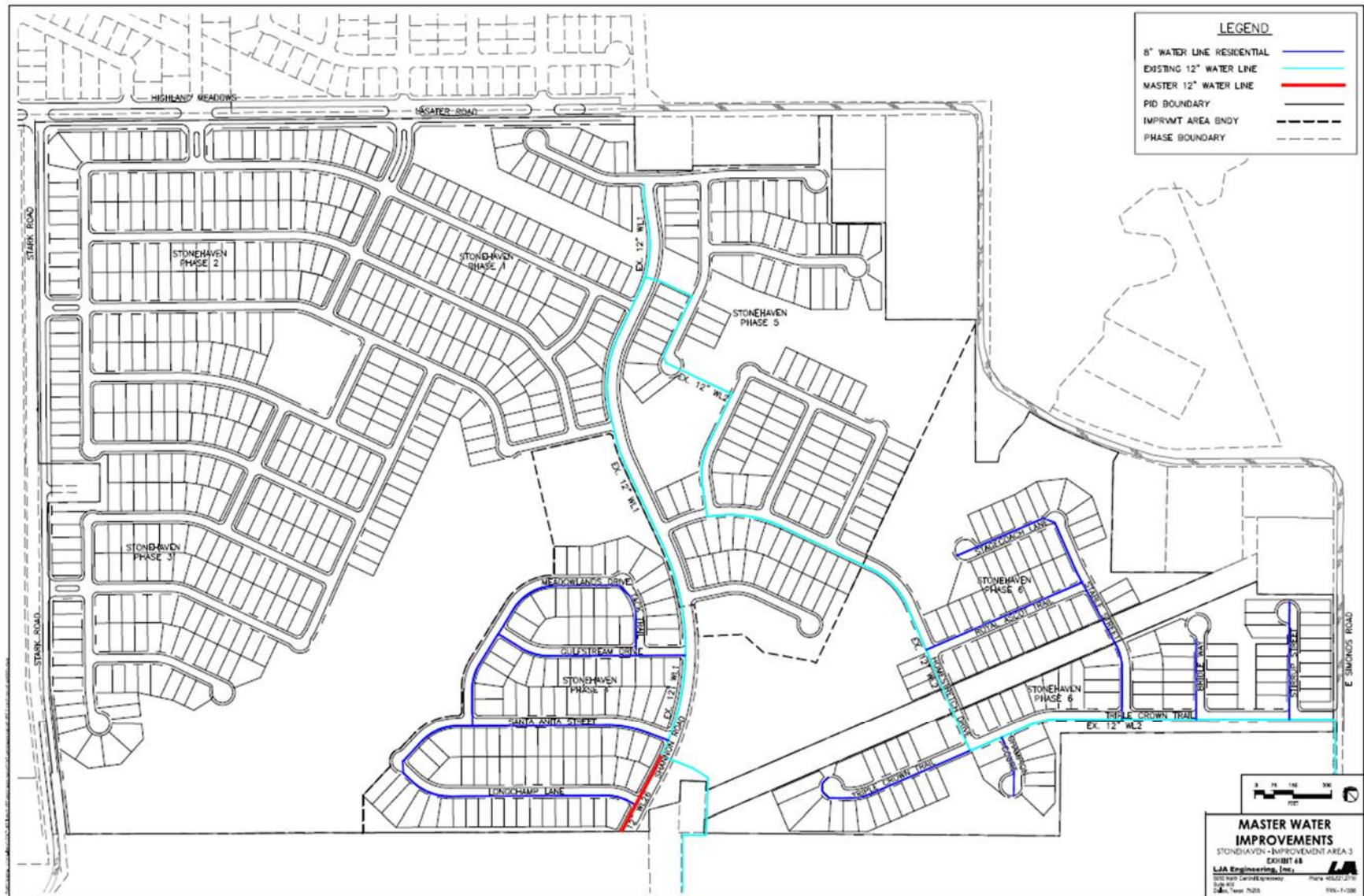


EXHIBIT J-3 – MAPS OF IMPROVEMENT AREA #3 IMPROVEMENTS



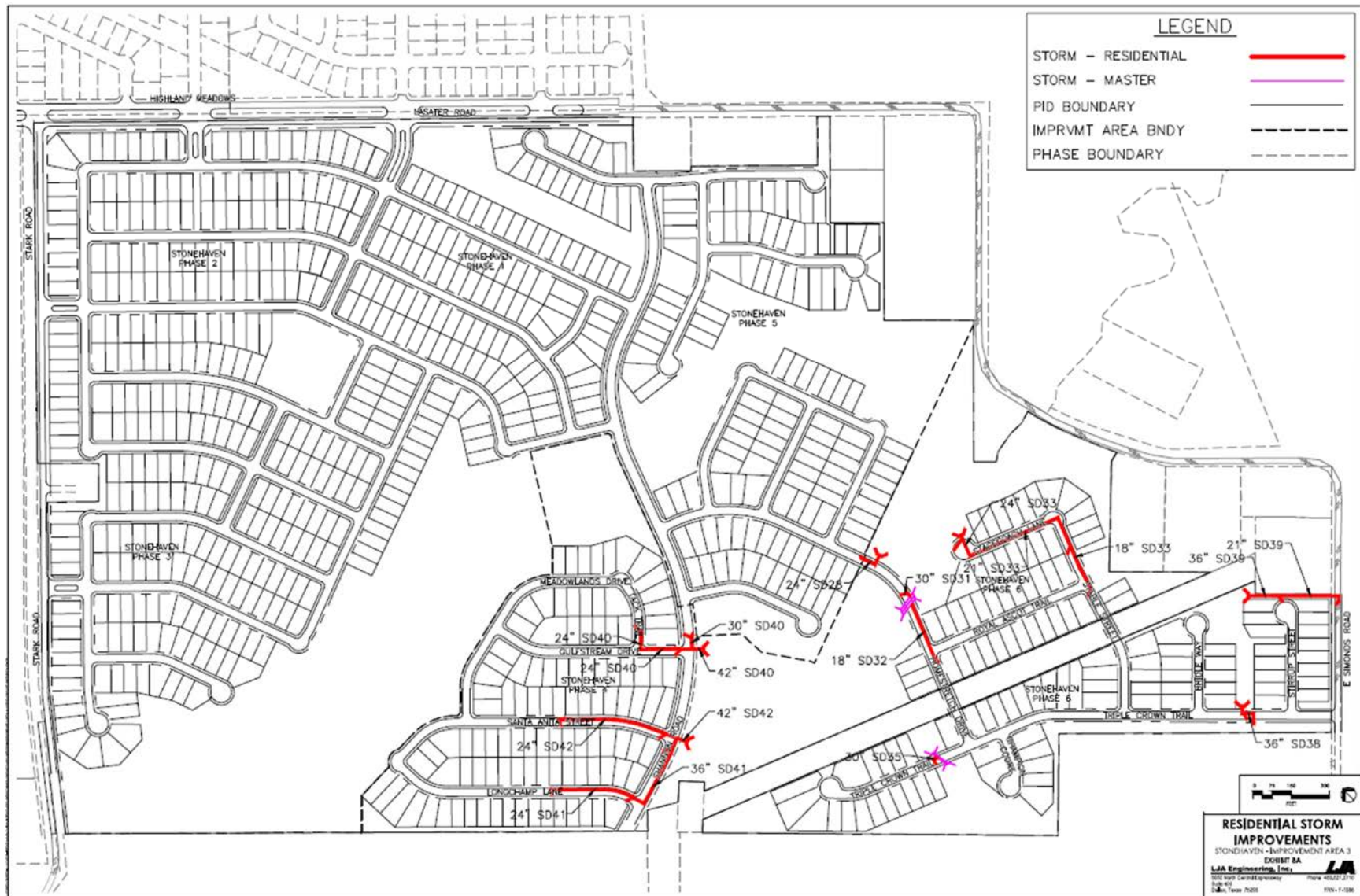












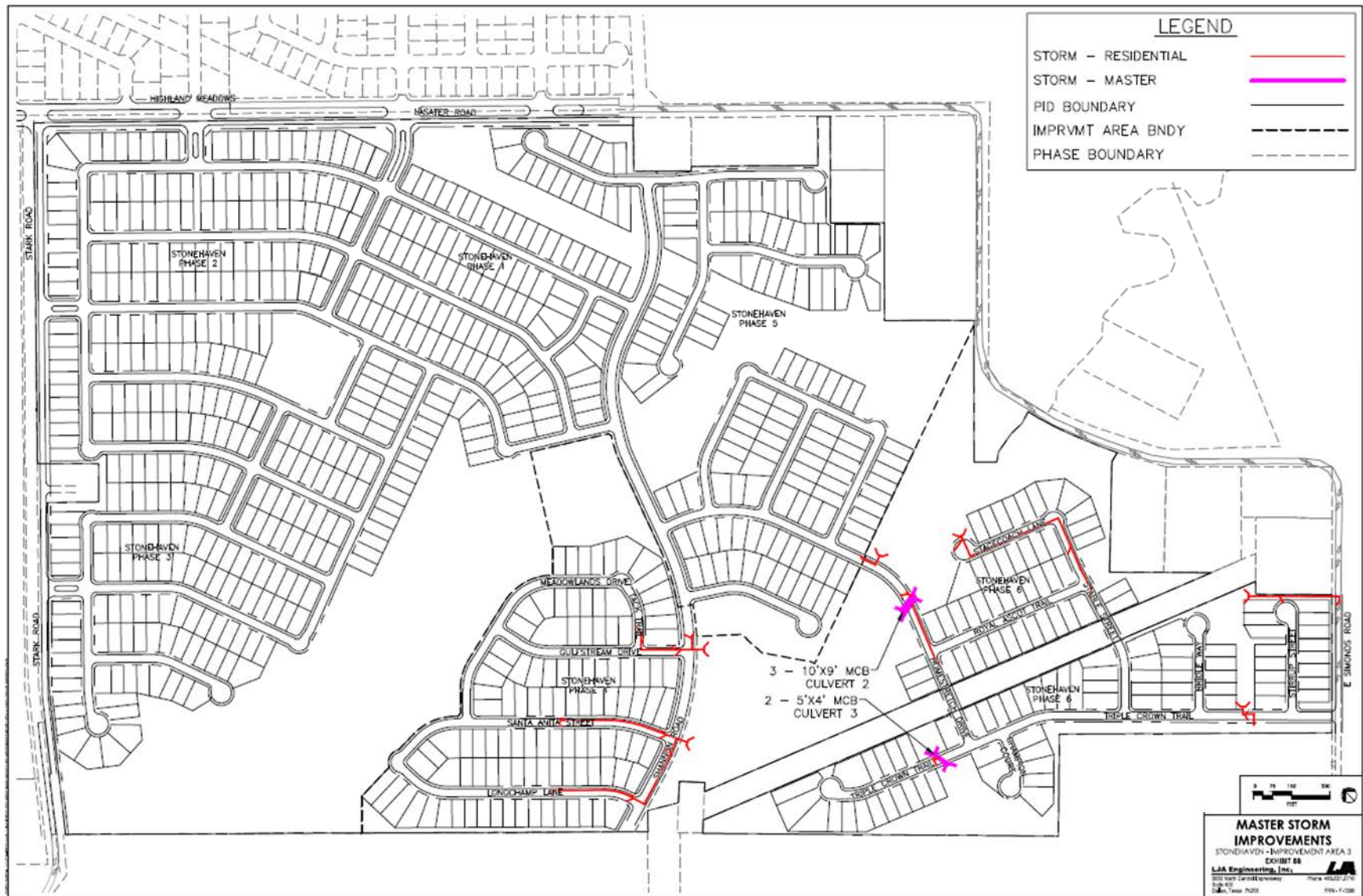


EXHIBIT K – FORM OF NOTICE OF ASSESSMENT TERMINATION



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

[Date]
Dallas County Clerk's Office
Honorable [County Clerk]
Dallas County Administration Building
500 Elm Street
Dallas, TX 75202

Re: City of Seagoville Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Seagoville 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 Seagoville
Attn: City Secretary
702 US-175 Frontage Rd
Seagoville, TX 75159

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

Sincerely,
[Signature]

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

[City Secretary Name]
[City Secretary Address]

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
 §
COUNTY OF DALLAS § **KNOW ALL MEN BY THESE PRESENTS:**

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

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City, 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 September 20, 2021, the City Council of the City approved Resolution No. 56-R-2021 creating the Stonehaven Public Improvement District (the “District”); and

WHEREAS, the District consists of approximately 246.275 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, Texas; and

WHEREAS, on _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "2024 Assessment Ordinance") approving an amended and restated service and assessment plan and assessment roll for the real property located within Improvement Area #1 and Improvement Area #2, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Dallas County, Texas; and

APPENDIX C - Page 87

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

[to be provided upon bond issuance.]

EXHIBIT M-1 – DISTRICT LEGAL DESCRIPTION

LEGAL DESCRIPTION

TRACT 1

BEING A 222.432 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, PLAT RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 33.33 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", ALL OF A 22.000 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", ALL OF A 13.75 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", AND ALL OF AN 18.000 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", TO RICHARD JONES AND GARY JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800011184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A", TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF LOT 3 OF THE NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID 222.432 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE COMMON EAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE

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RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

THENCE, ALONG THE NORTHWEST LINE OF SAID LOT ONE AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 51 DEGREES 51 MINUTES 50 SECONDS WEST, A DISTANCE OF 17.33 FEET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID LOT ONE, BLOCK ONE, AND ALONG THE COMMON LINES OF SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 0.690 ACRE EASEMENT;

NORTH 44 DEGREES 19 MINUTES 26 MINUTES, A DISTANCE OF 149.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 0.690 ACRE EASEMENT. SAID POINT BEING ON THE NORTHEAST LINE OF SAID LOT ONE AND THE COMMON SOUTHWEST LINE OF AFORESAID "TRACT 3";

THENCE, NORTH 45 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID LOT ONE, SAID 0.690 ACRE EASEMENT, AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT ONE, THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT, AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID "TRACT 3" AND THE COMMON

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NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, IN ALL, A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 3" AND AFORESAID "TRACT 4", AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 1339.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 4". SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT 4", AFORESAID "TRACT 2", AND AFORESAID "TRACT 1", AND WITH SAID SOUTHEAST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 2348.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID "TRACT 1" AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 1" AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND THE COMMON NORTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 225.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT

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AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 2.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 2.000 ACRE TRACT. SAID POINT BEING ON THE AFORESAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE EASTERLY LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 3/4" IRON ROD FOUND FOR THE WEST CORNER OF SAID 1.012 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN ANN CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID 6.679 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT. SAID POINT BEING ON THE

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NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, PASSING AT A DISTANCE OF 89.58 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A TRACT OF LAND OCCUPIED BY SAID DENNIS WOLFORD AND JANIS WOLFORD, (NO DEED RECORD FOUND), AND CONTINUING IN ALL, A TOTAL DISTANCE OF 558.43 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON WEST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE NORTH LINE OF SAID LOT 3, THE COMMON SOUTH LINE OF SAID OCCUPIED TRACT AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3 AND THE COMMON SOUTHEAST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID E. SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, THE EAST LINE OF SAID LOT 3 AND SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

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ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID LOT 3 AND A COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2 AND THE COMMON NORTH LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 41.27 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, A COMMON ANGLE POINT IN SAID 2.24 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, ALONG THE EASTERLY LINES OF SAID 25.486 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR THE WEST CORNER OF SAID 2.24 ACRE TRACT;

SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, AND AN ANGLE POINT IN SAID SOUTHWEST LINE OF SAID 2.83 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID

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4.527 ACRE TRACT, A SOUTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT, AND THE COMMON NORTHEAST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 0.886 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2163.03 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHWEST CORNER OF SAID 0.886 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 41.267 ACRE "TRACT A" TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

THENCE, ALONG THE SOUTHERLY LINES OF SAID LOT ONE, BLOCK ONE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT ONE AND THE COMMON NORTHWEST LINE OF SAID 0.46 ACRE TRACT, PASSING AT A DISTANCE OF 7.90 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 82.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF AFORESAID TEXAS POWER & LIGHT COMPANY TRACT, (NO RECORD DOCUMENT FOUND);

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 125.04 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID TEXAS POWER & LIGHT COMPANY TRACT;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A

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DISTANCE OF 82.65 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 9,689,152 SQUARE FEET OR 222.432 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 1.098 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A 21.916 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP FOUND FOR THE WEST CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND AFORESAID 21.916 ACRE "TRACT B" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID 0.886 ACRE TRACT AND A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 2356.14 FEET TO A 1/2" IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 21.916 ACRE

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"TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF SAID 2.07 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 540.59 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 21.916 ACRE "TRACT B" TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF THE REMAINDER OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND WIFE, BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID REMAINDER 10.0 ACRE TRACT AND A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2" IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 129.052 ACRE TRACT;

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THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND AFORESAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID 129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 992,774 SQUARE FEET OR 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), 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 FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

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THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

EXHIBIT M-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

PID DESCRIPTION – AREA NO.1

BEING A 68.784 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING PART OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS TRACT 1 TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 68.784 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A POINT FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.000 ACRE TRACT A DISTANCE OF 94.66 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 61.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.24 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07

DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 40 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 23.50 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.25 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 53 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 282.24 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 189.66 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 50 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 281.93 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET AND A LONG CHORD THAT BEARS SOUTH 25 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 86.55 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 42 MINUTES 36 SECONDS WEST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11

DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 480.00 FEET AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 98.74 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 98.91 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

NORTH 13 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 368.18 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTES 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 52 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 58.49 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 134.88 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 189.34 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 43.71 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 350.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 527.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 49.41 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.30 FEET TO A POINT FOR CORNER;

NORTH 24 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 33 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 59.15 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 380.72 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, A DISTANCE OF 12.50 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, A DISTANCE OF 165.20 FEET TO A POINT FOR CORNER ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 44 DEGREES 01 MINUTES 58 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 1129.08 FEET TO A POINT FOR THE NORTH CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID LASATER ROAD;

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID LASATER ROAD, A DISTANCE OF 2348.78 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 68.784 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 M-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

PROPERTY DESCRIPTION
58.081 ACRES

BEING A 58.081 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 58.081 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), 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 FOR THE WEST CORNER OF STONEHAVEN, PHASE 2, AN ADDITION TO THE CITY OF SEAGOVILLE AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY) AND BEING ON THE SOUTHEAST LINE OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 2, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 165.20 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, A DISTANCE OF 12.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 380.72 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 43 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 59.15 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 38 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 33 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 29 DEGREES 15 MINUTES 50 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 24 DEGREES 38 MINUTES 55 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 38 MINUTES 41 SECONDS EAST, PASSING AT A DISTANCE OF 4.30 FEET THE SOUTH CORNER OF SAID STONEHAVEN, PHASE 2 AND THE COMMON WEST CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 1, IN ALL A TOTAL DISTANCE OF 53.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 01 MINUTES 22 SECONDS EAST, A DISTANCE OF 527.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 350.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 43.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 189.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 134.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTE 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 52 MINUTES 24 SECONDS EAST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 58.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 55.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, DEPARTING SAID SOUTHWEST LINE OF STONEHAVEN, PHASE 1 AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 381.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 112.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 57 DEGREES 47 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 74 DEGREES 32 MINUTES 57 SECONDS WEST, A DISTANCE OF 217.93 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 227.45 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 76 DEGREES 33 MINUTES 18 SECONDS WEST, A DISTANCE OF 260.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 27 MINUTES 03 SECONDS WEST, A DISTANCE OF 125.10 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 126.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 94.06 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 89 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 11.28 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46 DEGREES 26 MINUTES 32 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 68 DEGREES 52 MINUTES 28 SECONDS WEST, A DISTANCE OF 177.82 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 182.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 100 DEGREES 58 MINUTES 07 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 73 DEGREES 19 MINUTES 27 SECONDS WEST, A DISTANCE OF 77.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 88.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 158.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 43 MINUTES 24 SECONDS WEST, A DISTANCE OF 143.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET. SAID POINT BEING ON THE SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG SAID COMMON LINES, A DISTANCE OF 1159.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTH CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID STARK ROAD;

THENCE, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 149.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, NORTH 45 DEGREES 25 MINUTES 30 SECONDS WEST, PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND CONTINUING ALONG A SOUTHWESTERLY LINE OF SAID 222.432 ACRE TRACT IN ALL A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 210.52 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 58.081 ACRES OF LAND.

PROPERTY DESCRIPTION
40.443 ACRES

BEING A 40.443 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 40.443 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT, THE COMMON NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND THE COMMON NORTHWEST LINE OF A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND A COMMON WEST CORNER OF SAID 1.012 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 6.679 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, A DISTANCE OF 20.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 998.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 5.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 466.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 13.94 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 35 DEGREES 04 MINUTES 41 SECONDS WEST, A DISTANCE OF 197.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 03 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 106.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 47 DEGREES 52 MINUTES 12 SECONDS WEST, A DISTANCE OF 177.10 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 06 DEGREES 59 MINUTES 03 SECONDS, A RADIUS OF 1030.00 FEET, AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 12 MINUTES 42 SECONDS EAST, A DISTANCE OF 125.48 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 125.56 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 55 DEGREES 16 MINUTES 50 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 LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 34 SECONDS, A RADIUS OF 970.00 FEET, AND A LONG CHORD THAT BEARS NORTH 27 DEGREES 12 MINUTES 53 SECONDS EAST, A DISTANCE OF 253.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 254.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 160.70 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHERLY CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE EASTERLY LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 70 DEGREES 17 MINUTES 24 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 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 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 100.00 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 RIGHT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 50 DEGREES 44 MINUTES 50 SECONDS EAST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 281.93 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 189.66 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 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS NORTH 53 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 282.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 36 DEGREES 17 MINUTES 16 SECONDS EAST, A DISTANCE OF 112.25 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 07 DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS NORTH 40 DEGREES 14 MINUTES 53 SECONDS EAST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 12 MINUTES 30 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;

NORTH 44 DEGREES 12 MINUTES 30 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 00 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID STONEHAVEN, PHASE 1. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME, 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 141.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 1.000 ACRE TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF AFORESAID 2.000 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 2.000 ACRE TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 40.443 ACRES OF LAND.

EXHIBIT M-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION

LEGAL DESCRIPTION STONEHAVEN IA3 (PH4&6)

TRACT 1

BEING A 55.126 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 55.126 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH CAPPED IRON ROD FOUND FOR A SOUTHERLY CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 1122.32 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 43 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.58 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 158.46 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 100 DEGREES 58 MINUTES 07 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 73 DEGREES 19 MINUTES 27 SECONDS EAST, A DISTANCE OF 77.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 88.11 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 82.78 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 46 DEGREES 26 MINUTES 32 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 68 DEGREES 52 MINUTES 28 SECONDS EAST, A DISTANCE OF 177.82 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 182.78 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 39 MINUTES 12 SECONDS EAST, A DISTANCE OF 11.28 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 94.06 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 27 MINUTES 03 SECONDS EAST, A DISTANCE OF 125.10 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 126.76 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 33 MINUTES 18 SECONDS EAST, A DISTANCE OF 260.53 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 57 DEGREES 47 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 74 DEGREES 32 MINUTES 57 SECONDS EAST, A DISTANCE OF 217.93 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 227.45 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 112.00 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECONDS EAST, A DISTANCE OF 381.21 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE SOUTHWESTERLY LINE OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 202400081827, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE SOUTHWESTERLY LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 312.52 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 13 DEGREES 28 MINUTES 59 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 31 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 14.50 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 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 25 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 98.74 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 98.91 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 19 DEGREES 42 MINUTES 36 SECONDS WEST, OVER AND ACROSS SAID 222.432 ACRE TRACT, A DISTANCE OF 356.38 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 34 SECONDS, A RADIUS OF 970.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 27 DEGREES 12 MINUTES 53 SECONDS WEST, A DISTANCE OF 253.38 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 254.10 FEET TO A POINT FOR CORNER;

SOUTH 55 DEGREES 16 MINUTES 50 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06 DEGREES 59 MINUTES 03 SECONDS, A RADIUS OF 1030.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 38 DEGREES 12 MINUTES 42 SECONDS WEST, A DISTANCE OF 125.48 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 125.56 FEET TO A POINT FOR CORNER;
SOUTH 47 DEGREES 52 MINUTES 12 SECONDS EAST, A DISTANCE OF 177.10 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 47 MINUTES 07 SECONDS EAST, A DISTANCE OF 106.01 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 197.55 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 13.94 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 466.65 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTES 22 SECONDS WEST, A DISTANCE OF 5.05 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 998.55 FEET TO A POINT FOR CORNER. SAID POINT BEING ON A SOUTHEASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST RIGHT-OF-WAY LINE OF E SIMONDS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID COMMON LINES AND ALONG THE NORTHWEST LINE OF A 1.052 ACRE TRACT OF LAND, CONVEYED TO MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202300011416, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 538.11 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 1.052 ACRE TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR CORNER. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG SAID COMMON LINES AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST RIGHT-OF-WAY LINE OF AFORESAID E SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A

LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, ALONG SAID COMMON LINES, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN EAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE WEST LINE OF AFORESAID E SIMONDS ROAD;

THENCE, ALONG A SOUTHEASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 2.24 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, A DISTANCE OF 41.27 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.24 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG A NORTHEASTERLY LINE OF SAID 222.432 ACRE TRACT, THE COMMON SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG A SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT, A DISTANCE OF 2163.03 FEET TO A 1/2 IRON ROD WITH CAP FOUND FOR THE SOUTHWEST CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO 1/2 INCH IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT;

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, A DISTANCE OF 82.73 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHERLY CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF AFORESAID TEXAS POWER AND LIGHT TRACT WITH NO RECORD DOCUMENT FOUND;

THENCE, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID TEXAS POWER AND LIGHT TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 125.04 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 82.65 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 55.126 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING ALL OF A 22.791 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", TO MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTH CORNER OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY AS RECORDED IN VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E SIMONDS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON SAID NORTHWEST RIGHT-OF-WAY LINE OF E SIMONDS ROAD A DISTANCE OF 540.59 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID 22.791 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG A SOUTHWEST LINE OF SAID 22.791 ACRE TRACT, THE COMMON NORTHEAST LINE OF SAID 10.0 ACRE TRACT AND THE COMMON NORTHEAST LINE OF A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2 INCH IRON PIPE FOUND AN EXTERIOR ELL CORNER OF SAID 22.791 ACRE TRACT AND THE COMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO A 1/2 IRON ROD WITH CAP FOUND FOR THE NORTHWEST CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND, CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2 IRON ROD WITH CAP FOUND FOR A NORTH CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON WEST CORNER OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 4.527 ACRE TRACT, A DISTANCE OF 2356.14 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF AFORESAID 2.07 ACRE TRACT;

THENCE, ALONG THE COMMON LINES OF SAID 22.791 ACRE TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), 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 FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

APPENDIX A – ENGINEER’S REPORT

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ENGINEERING REPORT

STONEHAVEN PUBLIC IMPROVEMENTS DISTRICT IMPROVEMENT AREA NO. 3

CITY OF SEAGOVILLE, TX
DALLAS COUNTY

LJA Job No. NT680-0067
May 13, 2025



Prepared By:
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TBPE F-1386

Planners



Consulting Engineers



Surveyors

1. Introduction

1.1 Overview

Stonehaven is a single-family residential development consisting of approximately 246 total acres and is expected to produce approximately 809 single-family homes. The site is located south of the Lasater Road and Stark Road intersection in Seagoville, Texas. An exhibit showing the boundary of Stonehaven Public Improvements District, Improvement Area No. 3 is shown on Exhibit 1A and the overall Public Improvement District with all Improvement Areas are shown on Exhibit 1B.

Improvement Area No. 3 consists of 226 single-family homes and is delineated via the map in Exhibit 1A with the legal description in Exhibit 2A. This Engineer's Report includes information for the development improvements, associated preliminary costs, and additional exhibits to provide further context on the location and scope of the proposed Improvement Area No. 3 infrastructure. This report also includes the delineation of the overall Public Improvement District as shown on Exhibit 1B, 1C, & 2B.

2. Development Improvements

2.1 Location

The Public Improvements District (PID) is located approximately 2 miles south of US Interstate 20 and 1 mile north of Seagoville Road in the city of Seagoville. The PID is entirely located within the City of Seagoville. The PID is located within the City of Seagoville Water CCN and within the City of Seagoville Sewer CCN. A PID boundary map and legal description is presented in Exhibits 1A and 2A.

2.2 Proposed Improvements

a) General

Improvement Area No. 3 contains 226 single-family lots that are 50' in width within Stonehaven Phases 4 and 6. Lots with the anticipated pad locations are shown in Exhibit 3.

All PID facilities will be designed in accordance with the criteria established by City of Seagoville and TCEQ. Anticipated development costs for Improvement Area No. 3 are shown in Exhibits 4A & 4B.

b) Street Paving

All roadway facilities will be designed in accordance with the criteria established by the City of Seagoville. Roadway facilities will be constructed to provide access to each lot, necessary traffic circulation within the development, and access to existing perimeter roadways. The Improvement Area No. 3 infrastructure consists of

approximately 10,150 linear feet of onsite roadway. A residential paving infrastructure layout is shown in **Exhibit 5A**.

c) Water Distribution System

Stonehaven water will be supplied by facilities that are owned and operated by the City of Seagoville through offsite connections to existing water lines. The developer will construct all water distribution facilities to serve the development.

The Improvement Area No. 3 infrastructure proposed is approximately 7,700 linear feet of 8-inch residential waterline. Valves and flushing valves are provided at intervals as required by the City of Seagoville. A residential water infrastructure layout is shown in **Exhibit 6A**.

d) Sanitary Sewer System

The wastewater generated by the development will flow by gravity main through the internal sanitary sewer collection system and will be routed to an offsite sanitary sewer main constructed by the developer. These flows are conveyed to the North Texas Municipal Water District (NTMWD) Lower East Fork Lift Station and, ultimately, the South Mesquite Creek Wastewater Treatment Plant.

The Improvement Area No. 3 infrastructure proposed is approximately 9,500 linear feet of residential 8-inch gravity sewer line. The residential wastewater infrastructure layout is shown in **Exhibit 7A**.

e) Storm Sewer System

The storm water runoff within the PID will be collected by inlets along the concrete curb and gutter street system and routed through an underground storm drain system of reinforced concrete pipe. The Improvement Area No. 3 infrastructure proposed is approximately 3,000 linear feet of 18-inch to 36-inch residential reinforced concrete pipe storm drain. The residential storm infrastructure layout is shown in **Exhibit 8A**.

APPENDIX

Exhibit 1A: Public Improvement District Map - Improvement Area No. 3

Exhibit 1B: Public Improvements District Map – Overall

Exhibit 1C: Public Improvements District Map - Limits

Exhibit 2A: Improvement Area No. 3 Boundary

Exhibit 2B: Overall Public Improvements District Boundary

Exhibit 3: Lot Classification Map

Exhibit 4A: Improvement Area No. 3 OPC Summary

Exhibit 4B: Improvement Area No. 3 OPC Details

Exhibit 5A: Residential Paving Improvements

Exhibit 5B: Master Paving Improvements

Exhibit 6A: Residential Water Improvements

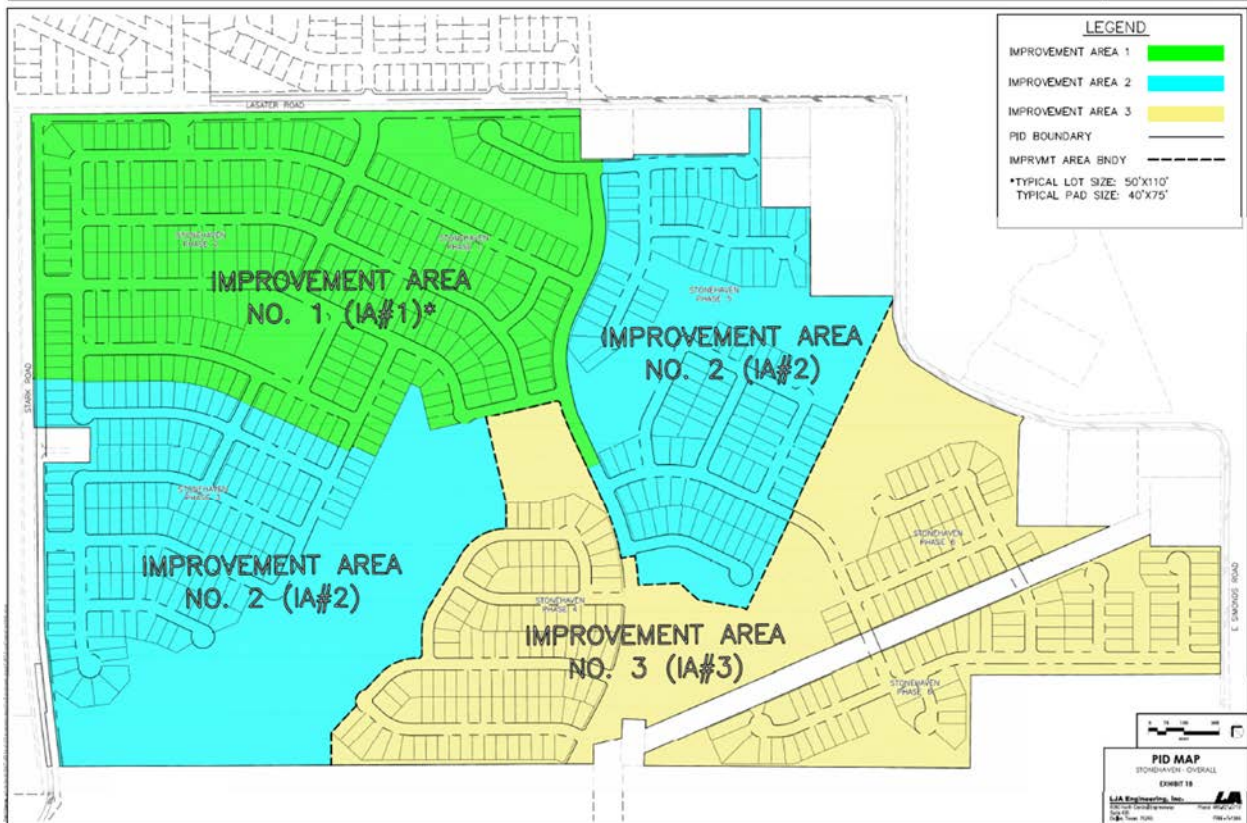
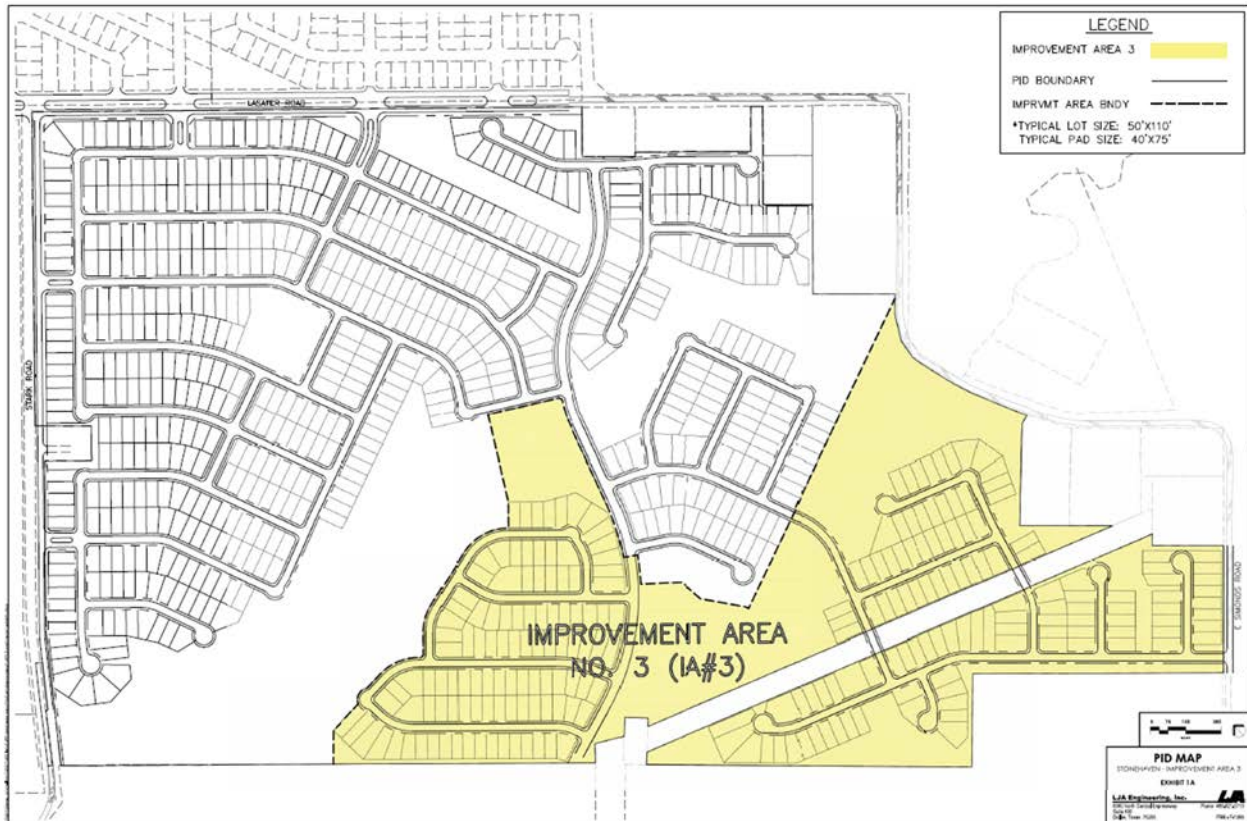
Exhibit 6B: Master Water Improvements

Exhibit 7A: Residential Sewer Improvements

Exhibit 7B: Master Sewer Improvements

Exhibit 8A: Residential Storm Improvements

Exhibit 8B: Master Storm Improvements



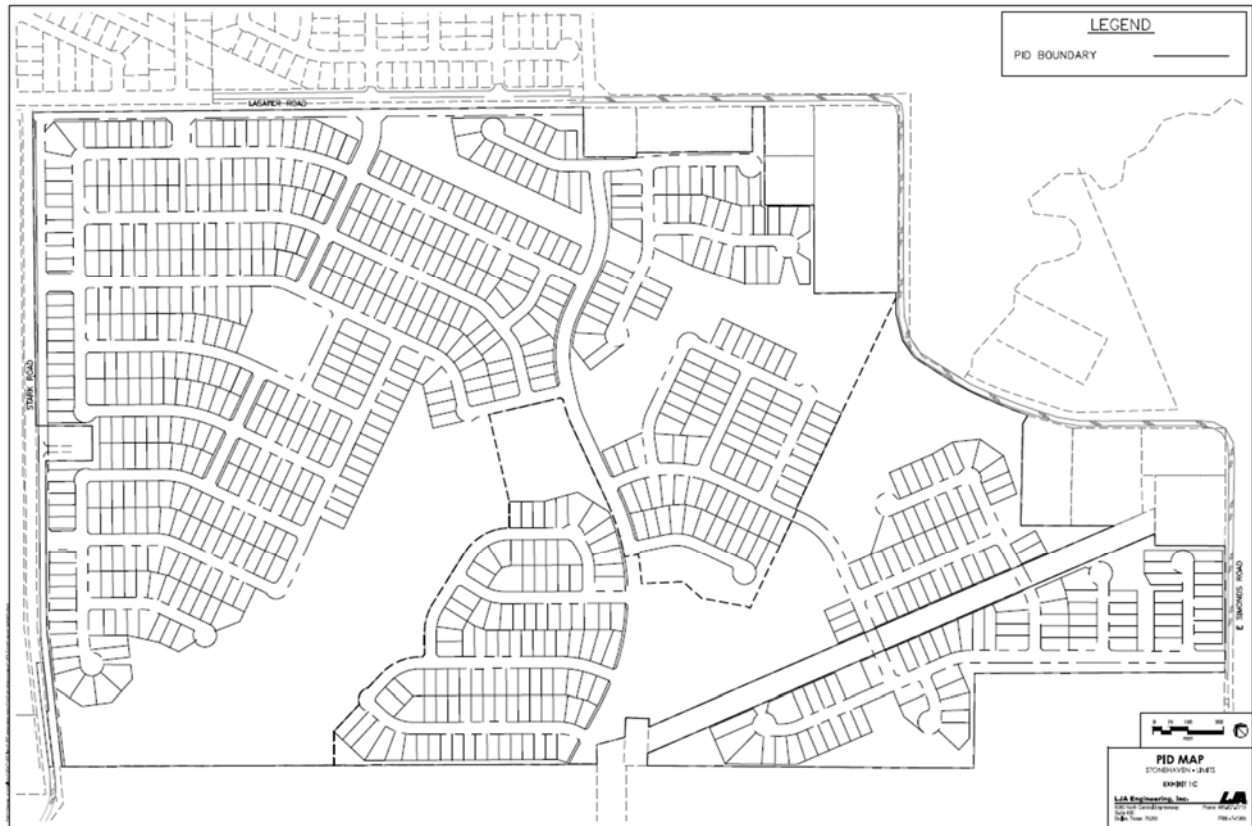


EXHIBIT 2A - IMPROVEMENT AREA NO. 3 BOUNDARY

LEGAL DESCRIPTION STONEHAVEN IA3 (PH4&6)

TRACT 1

BEING A 55.126 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 55.126 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH CAPPED IRON ROD FOUND FOR A SOUTHERLY CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 1122.32 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 43 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.58 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 158.46 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 100 DEGREES 58 MINUTES 07 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 73 DEGREES 19 MINUTES 27 SECONDS EAST, A DISTANCE OF 77.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 88.11 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 82.78 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 46 DEGREES 26 MINUTES 32 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 68 DEGREES 52 MINUTES 28 SECONDS EAST, A DISTANCE OF 177.82 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 182.78 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 39 MINUTES 12 SECONDS EAST, A DISTANCE OF 11.28 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 94.06 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 27 MINUTES 03 SECONDS EAST, A DISTANCE OF 125.10 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 126.76 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 33 MINUTES 18 SECONDS EAST, A DISTANCE OF 260.53 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 57 DEGREES 47 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 74 DEGREES 32 MINUTES 57 SECONDS EAST, A DISTANCE OF 217.93 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 227.45 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 112.00 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECONDS EAST, A DISTANCE OF 381.21 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE SOUTHWESTERLY LINE OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 202400081827, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE SOUTHWESTERLY LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 312.52 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 13 DEGREES 28 MINUTES 59 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 31 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 14.50 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 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 25 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 98.74 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 98.91 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 19 DEGREES 42 MINUTES 36 SECONDS WEST, OVER AND ACROSS SAID 222.432 ACRE TRACT, A DISTANCE OF 356.38 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 34 SECONDS, A RADIUS OF 970.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 27 DEGREES 12 MINUTES 53 SECONDS WEST, A DISTANCE OF 253.38 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 254.10 FEET TO A POINT FOR CORNER;

SOUTH 55 DEGREES 16 MINUTES 50 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06 DEGREES 59 MINUTES 03 SECONDS, A RADIUS OF 1030.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 38 DEGREES 12 MINUTES 42 SECONDS WEST, A DISTANCE OF 125.48 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 125.56 FEET TO A POINT FOR CORNER;
SOUTH 47 DEGREES 52 MINUTES 12 SECONDS EAST, A DISTANCE OF 177.10 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 47 MINUTES 07 SECONDS EAST, A DISTANCE OF 106.01 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 197.55 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 13.94 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 466.65 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTES 22 SECONDS WEST, A DISTANCE OF 5.05 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 998.55 FEET TO A POINT FOR CORNER. SAID POINT BEING ON A SOUTHEASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST RIGHT-OF-WAY LINE OF E SIMONDS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID COMMON LINES AND ALONG THE NORTHWEST LINE OF A 1.052 ACRE TRACT OF LAND, CONVEYED TO MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202300011416, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 538.11 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 1.052 ACRE TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR CORNER. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG SAID COMMON LINES AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST RIGHT-OF-WAY LINE OF AFORESAID E SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A

LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, ALONG SAID COMMON LINES, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN EAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE WEST LINE OF AFORESAID E SIMONDS ROAD;

THENCE, ALONG A SOUTHEASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 2.24 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, A DISTANCE OF 41.27 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.24 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG A NORTHEASTERLY LINE OF SAID 222.432 ACRE TRACT, THE COMMON SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG A SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT, A DISTANCE OF 2163.03 FEET TO A 1/2 IRON ROD WITH CAP FOUND FOR THE SOUTHWEST CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO 1/2 INCH IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT;

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, A DISTANCE OF 82.73 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHERLY CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF AFORESAID TEXAS POWER AND LIGHT TRACT WITH NO RECORD DOCUMENT FOUND;

THENCE, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID TEXAS POWER AND LIGHT TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 125.04 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 82.65 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 55.126 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING ALL OF A 22.791 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", TO MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTH CORNER OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY AS RECORDED IN VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E SIMONDS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON SAID NORTHWEST RIGHT-OF-WAY LINE OF E SIMONDS ROAD A DISTANCE OF 540.59 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID 22.791 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG A SOUTHWEST LINE OF SAID 22.791 ACRE TRACT, THE COMMON NORTHEAST LINE OF SAID 10.0 ACRE TRACT AND THE COMMON NORTHEAST LINE OF A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2 INCH IRON PIPE FOUND AN EXTERIOR ELL CORNER OF SAID 22.791 ACRE TRACT AND THE COMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO A 1/2 IRON ROD WITH CAP FOUND FOR THE NORTHWEST CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND, CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2 IRON ROD WITH CAP FOUND FOR A NORTH CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON WEST CORNER OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 4.527 ACRE TRACT, A DISTANCE OF 2356.14 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF AFORESAID 2.07 ACRE TRACT;

THENCE, ALONG THE COMMON LINES OF SAID 22.791 ACRE TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), 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 FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

EXHIBIT 2B: OVERALL PUBLIC IMPROVEMENTS DISTRICT BOUNDARY

LEGAL DESCRIPTION

TRACT 1

BEING A 222.432 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, PLAT RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 33.33 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", ALL OF A 22.000 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", ALL OF A 13.75 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", AND ALL OF AN 18.000 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", TO RICHARD JONES AND GARY JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800011184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A", TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF LOT 3 OF THE NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID 222.432 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE COMMON EAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE

RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

THENCE, ALONG THE NORTHWEST LINE OF SAID LOT ONE AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 51 DEGREES 51 MINUTES 50 SECONDS WEST, A DISTANCE OF 17.33 FEET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID LOT ONE, BLOCK ONE, AND ALONG THE COMMON LINES OF SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 0.690 ACRE EASEMENT;

NORTH 44 DEGREES 19 MINUTES 26 MINUTES, A DISTANCE OF 149.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 0.690 ACRE EASEMENT. SAID POINT BEING ON THE NORTHEAST LINE OF SAID LOT ONE AND THE COMMON SOUTHWEST LINE OF AFORESAID "TRACT 3";

THENCE, NORTH 45 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID LOT ONE, SAID 0.690 ACRE EASEMENT, AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT ONE, THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT, AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID "TRACT 3" AND THE COMMON

NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, IN ALL, A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 3" AND AFORESAID "TRACT 4", AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 1339.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 4". SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT 4", AFORESAID "TRACT 2", AND AFORESAID "TRACT 1", AND WITH SAID SOUTHEAST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 2348.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID "TRACT 1" AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 1" AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND THE COMMON NORTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 225.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT

AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 2.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 2.000 ACRE TRACT. SAID POINT BEING ON THE AFORESAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE EASTERLY LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 3/4" IRON ROD FOUND FOR THE WEST CORNER OF SAID 1.012 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN ANN CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID 6.679 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT. SAID POINT BEING ON THE

NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, PASSING AT A DISTANCE OF 89.58 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A TRACT OF LAND OCCUPIED BY SAID DENNIS WOLFORD AND JANIS WOLFORD, (NO DEED RECORD FOUND), AND CONTINUING IN ALL, A TOTAL DISTANCE OF 558.43 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON WEST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE NORTH LINE OF SAID LOT 3, THE COMMON SOUTH LINE OF SAID OCCUPIED TRACT AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3 AND THE COMMON SOUTHEAST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID E. SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, THE EAST LINE OF SAID LOT 3 AND SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID LOT 3 AND A COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2 AND THE COMMON NORTH LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 41.27 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, A COMMON ANGLE POINT IN SAID 2.24 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, ALONG THE EASTERLY LINES OF SAID 25.486 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR THE WEST CORNER OF SAID 2.24 ACRE TRACT;

SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, AND AN ANGLE POINT IN SAID SOUTHWEST LINE OF SAID 2.83 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID

4.527 ACRE TRACT, A SOUTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT, AND THE COMMON NORTHEAST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 0.886 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2163.03 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHWEST CORNER OF SAID 0.886 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 41.267 ACRE "TRACT A" TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

THENCE, ALONG THE SOUTHERLY LINES OF SAID LOT ONE, BLOCK ONE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT ONE AND THE COMMON NORTHWEST LINE OF SAID 0.46 ACRE TRACT, PASSING AT A DISTANCE OF 7.90 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 82.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF AFORESAID TEXAS POWER & LIGHT COMPANY TRACT, (NO RECORD DOCUMENT FOUND);

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 125.04 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID TEXAS POWER & LIGHT COMPANY TRACT;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A

DISTANCE OF 82.65 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 9,689,152 SQUARE FEET OR 222.432 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 1.098 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A 21.916 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP FOUND FOR THE WEST CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND AFORESAID 21.916 ACRE "TRACT B" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID 0.886 ACRE TRACT AND A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 2356.14 FEET TO A 1/2" IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 21.916 ACRE

"TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF SAID 2.07 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 540.59 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 21.916 ACRE "TRACT B" TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF THE REMAINDER OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND WIFE, BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID REMAINDER 10.0 ACRE TRACT AND A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2" IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 129.052 ACRE TRACT;

THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND AFORESAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID 129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 992,774 SQUARE FEET OR 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), 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 FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

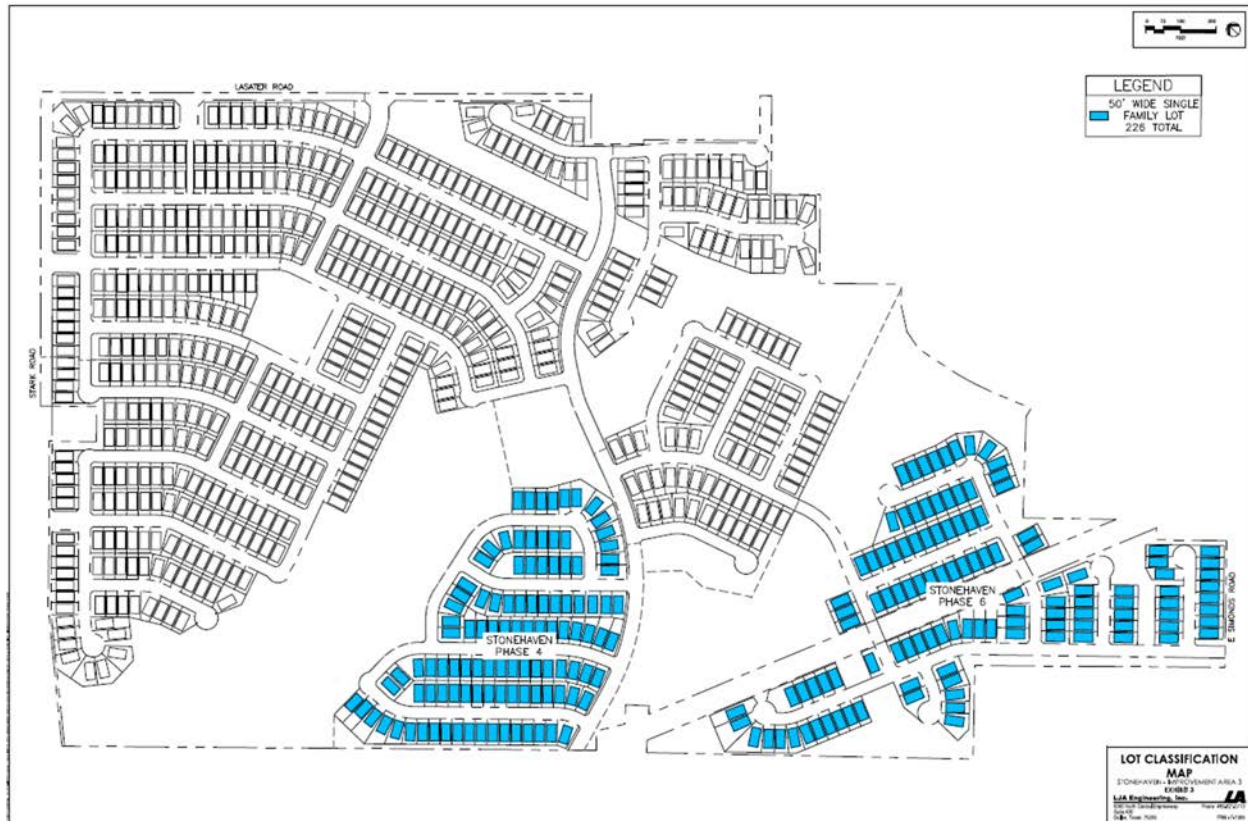


EXHIBIT 4A : IMPROVEMENT AREA NO. 3 OPC SUMMARY

STONEHAVEN PID: IMPROVEMENT AREA #3

IA #3 Internals

IA #3 Private

SUMMARY		
A. EXCAVATION	\$ 178,412.50	\$ 1,467,499.50
B. SANITARY SEWER SYSTEM	\$ 1,654,208.81	\$ 8,405.00
C. STORM SEWER SYSTEM	\$ 669,223.57	\$ 1,898,547.10
D. WATER DISTRIBUTION SYSTEM	\$ 971,602.42	\$ 68,484.85
E. STREET PAVING	\$ 2,764,170.73	\$ 562,193.85
F. RETAINING WALLS	\$ -	\$ 1,940,144.00
G. MISCELLANEOUS ITEMS	\$ -	\$ 115,590.00
H. LANDSCAPING	\$ -	\$ 490,700.00
SUB-TOTAL:	\$6,237,618.03	\$6,551,564.30
OVERALL CONTINGENCIES:	\$624,000.00	\$655,500.00
TOTAL CONSTRUCTION COSTS:	\$6,861,618.03	\$7,207,064.30
COST / LOT:	\$24,600	\$25,900
COST / LF OF STREET:	\$1,200	\$1,250
COST / DEVELOPABLE ACRE:	\$113,800	\$119,600
COST / GROSS ACRE:	\$147,900	\$155,400

EXHIBIT 4B : IMPROVEMENT AREA NO. 3 OPC DETAILS

STONEHAVEN PID: IMPROVEMENT AREA #3

IA #3 Internals

IA #3 Private

A. EXCAVATION

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
UNCLASSIFIED EXCAVATION	CY	\$ 3.50	50,975.	\$ 178,412.50
TOTAL EXCAVATION				\$ 178,412.50
COST / LOT:				\$700

B. SANITARY SEWER SYSTEM

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
ONSITE SEWER				
8" SDR-26 PVC PIPE	LF	\$ 92.50	9,460.	\$ 875,050.00
4" SERVICE LINES	EA	\$ 1,190.93	226.	\$ 269,150.18
4' DIAMETER MANHOLE	EA	\$ 7,529.63	36.	\$ 271,066.68
5' DIAMETER DROP MANHOLE	EA	\$ 22,178.00	4.	\$ 88,712.00
ADJUST 5.0' MANHOLE RIM +5.0'	EA	\$ 2,802.00	1.	\$ 2,802.00
ADJUST 5.0' MANHOLE RIM +7.8'	EA	\$ 3,402.00	1.	\$ 3,402.00
CONNECT TO EXISTING LINE	EA	\$ 6,000.00	5.	\$ 30,000.00
CSS BACKFILL	LF	\$ 60.00	240.	\$ 14,400.00
2000 PSI CONCRETE ENCASEMENT	LF	\$ 60.00	60.	\$ 3,600.00
8" 150 PSI ENCASING PIPE	LF	\$ 104.73	20.	\$ 2,094.60
MANHOLE VACUUM TESTING	EA	\$ 120.00	40.	\$ 4,800.00
TRENCH SAFETY	LF	\$ 0.25	9,460.	\$ 2,365.00
TESTING (SEWER, PH4 EXCLUDING GEOTECH)	LS	\$ 4,852.35	1.	\$ 4,852.35
TESTING (SEWER, PH6 EXCLUDING GEOTECH)	LS	\$ 11,340.00	1.	\$ 11,340.00
MAINTENANCE BOND (PHASE 4)	LS	\$ 3,284.00	1.	\$ 3,284.00
PAYMENT AND PERFORMANCE BOND (PHASE 4)	LS	\$ 19,370.00	1.	\$ 19,370.00
MAINTENANCE BOND (PHASE 6)	LS	\$ 7,817.00	1.	\$ 7,817.00
PAYMENT AND PERFORMANCE BOND (PHASE 6)	LS	\$ 40,103.00	1.	\$ 40,103.00
SUB-TOTAL				\$ 1,654,208.81
TOTAL SANITARY SEWER SYSTEM				\$ 1,654,208.81
COST / LOT:				\$6,000

STONEHAVEN PID: IMPROVEMENT AREA #3

IA #3 Internals

IA #3 Private

C. STORM SEWER SYSTEM

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
18" RCP	LF	\$ 99.42	854.	\$ 84,904.68
21" RCP	LF	\$ 103.64	558.	\$ 57,831.12
24" RCP	LF	\$ 114.08	1,002.	\$ 114,308.16
27" RCP	LF	\$ 127.87	139.	\$ 17,773.93
30" RCP	LF	\$ 134.96	116.	\$ 15,655.36
36" RCP	LF	\$ 163.66	277.	\$ 45,333.82
10' INLET	EA	\$ 7,400.00	10.	\$ 74,000.00
10' INLET (EXTRA DEPTH)	EA	\$ 12,400.00	1.	\$ 12,400.00
15' INLET	EA	\$ 9,700.00	8.	\$ 77,600.00
20' INLET	EA	\$ 10,800.00	4.	\$ 43,200.00
5' x 5' "Y" INLET	EA	\$ 7,500.00	1.	\$ 7,500.00
4' STORM SEWER MANHOLE	EA	\$ 6,800.00	9.	\$ 61,200.00
CONNECT TO EXISTING STORM LINE	EA	\$ 500.00	1.	\$ 500.00
27" HEADWALL	EA	\$ 6,800.00	1.	\$ 6,800.00
30" HEADWALL	EA	\$ 6,900.00	1.	\$ 6,900.00
36" HEADWALL	EA	\$ 7,100.00	2.	\$ 14,200.00
6" CONCRETE FLUME WITH CURB	SY	\$ 1,892.00	15.	\$ 28,380.00
TRENCH SAFETY	LF	\$ 0.25	2,946.	\$ 736.50
TOTAL STORM SEWER SYSTEM				\$ 669,223.57
COST / LOT:				\$2,400

STONEHAVEN PID: IMPROVEMENT AREA #3

IA #3 Internals

IA #3 Private

D. WATER DISTRIBUTION SYSTEM

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
ONSITE				
8" PVC WATERLINE	LF	\$ 59.40	7,634.	\$ 453,459.60
8" GATE VALVE & BOX	EA	\$ 2,648.33	25.	\$ 66,208.25
12" GATE VALVE & BOX OVER EXISTING LINE	EA	\$ 6,470.95	5.	\$ 32,354.75
CONNECT TO EXISTING WATER LINE	EA	\$ 500.00	8.	\$ 4,000.00
FIRE HYDRANT ASSEMBLY	EA	\$ 6,572.51	24.	\$ 157,740.24
FIRE HYDRANT ASSEMBLY ON EXISTING LINE	EA	\$ 10,672.51	1.	\$ 10,672.51
ADJUST EXISTING VALVES & FIRE HYDRANTS	LS	\$ 1,000.00	1.	\$ 1,000.00
1" SINGLE WATER SERVICE	EA	\$ 883.98	214.	\$ 189,171.72
1" SINGLE WATER SERVICE ON EXISTING LINE	EA	\$ 1,419.98	12.	\$ 17,039.76
1" IRRIGATION SERVICE	EA	\$ 914.51	1.	\$ 914.51
1.5" IRRIGATION SERVICE	EA	\$ 2,203.16	2.	\$ 4,406.32
1.5" IRRIGATION SERVICE ON EXISTING LINE	EA	\$ 3,853.16	1.	\$ 3,853.16
IRRIGATION CONDUIT AND SLEEVES	LF	\$ 12.60	802.	\$ 10,105.20
ABANDON EXISTING 2" AIR RELEASE VALVE	EA	\$ 1,500.00	1.	\$ 1,500.00
ADJUST/RELOCATE BLOWOFF VALVE	EA	\$ 1,000.00	2.	\$ 2,000.00
TRENCH SAFETY - WATER	LF	\$ 0.25	7,634.	\$ 1,908.50
TESTING (WATER, PH 4 EXCLUDING GEOTECH)	LS	\$ 8,142.00	1.	\$ 8,142.00
TESTING (WATER, PH 6 EXCLUDING GEOTECH)	LS	\$ 7,125.90	1.	\$ 7,125.90
SUB-TOTAL				\$ 971,602.42
TOTAL WATER DISTRIBUTION SYSTEM				\$ 971,602.42
COST / LOT:				\$3,500

STONEHAVEN PID: IMPROVEMENT AREA #3

IA #3 Internals

IA #3 Private

E. STREET PAVING

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
ONSITE				
6" REINF. CONCRETE STREET PAVEMENT	SY	\$ 55.64	36,536.	\$ 2,032,863.04
6" SUBGRADE PREPARATION	SY	\$ 4.26	38,752.	\$ 165,083.52
HYDRATED LIME	TON	\$ 343.29	697.	\$ 239,273.13
4' CONCRETE SIDEWALK	SF	\$ 8.18	18,516.	\$ 151,460.88
BARRIER FREE RAMPS	EA	\$ 2,829.74	22.	\$ 62,254.28
STOP SIGN	EA	\$ 945.95	14.	\$ 13,243.30
NAME BLADE PAIRS	EA	\$ 97.27	17.	\$ 1,653.59
5.0' SIDEWALK PLATE	EA	\$ 2,860.76	1.	\$ 2,860.76
6.0' SIDEWALK PLATE	EA	\$ 2,860.76	1.	\$ 2,860.76
REMOVE BARRICADE & CONNECT TO EXISTING	EA	\$ 730.25	1.	\$ 730.25
TXDOT PR11 HANDRAIL	LF	\$ 223.14	236.	\$ 52,661.04
MAINTENANCE BOND (PAVING, PHASE 4)	LS	\$ 3,432.87	1.	\$ 3,432.87
MAINTENANCE BOND (PAVING, PHASE 6)	LS	\$ 4,577.21	1.	\$ 4,577.21
PAYMENT & PERFORMANCE BOND (PAVING, PH4)	LS	\$ 13,721.62	1.	\$ 13,721.62
PAYMENT & PERFORMANCE BOND (PAVING, PH6)	LS	\$ 17,494.48	1.	\$ 17,494.48
SUB-TOTAL				\$ 2,764,170.73
TOTAL STREET PAVING				\$ 2,764,170.73
COST / LOT:				\$10,000









APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

Improvement Area #1

- Lot Type 1

Improvement Area #2

- Improvement Area #2 Initial Parcel
- Lot Type 2

Improvement Area #3

- Improvement Area #3 Initial Parcel
- Lot Type 3

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**STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE -
IMPROVEMENT AREA #1 - LOT TYPE 1**

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 SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$22,085.53

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, 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 the *Stonehaven 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 the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

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 #1 LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2026	\$ 296.05	\$ 1,435.56	\$ 110.43	\$ 205.47	\$ 2,047.51
2027	\$ 315.79	\$ 1,416.32	\$ 108.95	\$ 209.58	\$ 2,050.63
2028	\$ 335.53	\$ 1,395.79	\$ 107.37	\$ 213.77	\$ 2,052.46
2029	\$ 358.55	\$ 1,373.98	\$ 105.69	\$ 218.05	\$ 2,056.27
2030	\$ 381.58	\$ 1,350.67	\$ 103.90	\$ 222.41	\$ 2,058.56
2031	\$ 407.89	\$ 1,325.87	\$ 101.99	\$ 226.86	\$ 2,062.61
2032	\$ 434.21	\$ 1,299.36	\$ 99.95	\$ 231.39	\$ 2,064.91
2033	\$ 460.53	\$ 1,271.13	\$ 97.78	\$ 236.02	\$ 2,065.46
2034	\$ 493.42	\$ 1,241.20	\$ 95.48	\$ 240.74	\$ 2,070.84
2035	\$ 523.03	\$ 1,209.13	\$ 93.01	\$ 245.56	\$ 2,070.72
2036	\$ 559.21	\$ 1,175.13	\$ 90.39	\$ 250.47	\$ 2,075.20
2037	\$ 595.39	\$ 1,138.78	\$ 87.60	\$ 255.48	\$ 2,077.25
2038	\$ 631.58	\$ 1,100.08	\$ 84.62	\$ 260.59	\$ 2,076.87
2039	\$ 674.34	\$ 1,059.03	\$ 81.46	\$ 265.80	\$ 2,080.63
2040	\$ 717.11	\$ 1,015.20	\$ 78.09	\$ 271.11	\$ 2,081.51
2041	\$ 763.16	\$ 968.59	\$ 74.51	\$ 276.54	\$ 2,082.79
2042	\$ 812.50	\$ 918.98	\$ 70.69	\$ 282.07	\$ 2,084.24
2043	\$ 865.13	\$ 866.17	\$ 66.63	\$ 287.71	\$ 2,085.64
2044	\$ 924.34	\$ 809.93	\$ 62.30	\$ 293.46	\$ 2,090.04
2045	\$ 983.55	\$ 749.85	\$ 57.68	\$ 299.33	\$ 2,090.42
2046	\$ 1,046.05	\$ 685.92	\$ 52.76	\$ 305.32	\$ 2,090.05
2047	\$ 1,115.13	\$ 617.93	\$ 47.53	\$ 311.42	\$ 2,092.02
2048	\$ 1,187.50	\$ 545.44	\$ 41.96	\$ 317.65	\$ 2,092.55
2049	\$ 1,266.45	\$ 468.26	\$ 36.02	\$ 324.01	\$ 2,094.73
2050	\$ 1,348.68	\$ 385.94	\$ 29.69	\$ 330.49	\$ 2,094.80
2051	\$ 1,434.21	\$ 298.27	\$ 22.94	\$ 337.10	\$ 2,092.52
2052	\$ 1,526.32	\$ 205.05	\$ 15.77	\$ 343.84	\$ 2,090.98
2053	\$ 1,628.29	\$ 105.84	\$ 8.14	\$ 350.71	\$ 2,092.98
Total	\$ 22,085.53	\$ 26,433.40	\$ 2,033.34	\$ 7,612.92	\$ 58,165.19

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at 6.50% and is subject to change upon final pricing.

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

**STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE -
IMPROVEMENT AREA #2 INITIAL PARCEL**

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 SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$6,054,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, 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 the *Stonehaven 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 the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

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

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§

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 #2 INITIAL PARCEL

Annual Installment Due 1/31 ^[a]	Principal	Interest ^[b]	Additional Interest	Annual Collection Costs	Annual Installment ^[c]
2025	\$ 70,911.83	\$ 398,125.00	\$ -	\$ 40,000.00	\$ 509,036.83
2026	\$ 76,000.00	\$ 393,510.00	\$ 30,270.00	\$ 43,700.23	\$ 543,480.23
2027	\$ 81,000.00	\$ 388,570.00	\$ 29,890.00	\$ 44,574.23	\$ 544,034.23
2028	\$ 86,000.00	\$ 383,305.00	\$ 29,485.00	\$ 45,465.72	\$ 544,255.72
2029	\$ 91,000.00	\$ 377,715.00	\$ 29,055.00	\$ 46,375.03	\$ 544,145.03
2030	\$ 97,000.00	\$ 371,800.00	\$ 28,600.00	\$ 47,302.53	\$ 544,702.53
2031	\$ 104,000.00	\$ 365,495.00	\$ 28,115.00	\$ 48,248.59	\$ 545,858.59
2032	\$ 110,000.00	\$ 358,735.00	\$ 27,595.00	\$ 49,213.56	\$ 545,543.56
2033	\$ 117,000.00	\$ 351,585.00	\$ 27,045.00	\$ 50,197.83	\$ 545,827.83
2034	\$ 125,000.00	\$ 343,980.00	\$ 26,460.00	\$ 51,201.78	\$ 546,641.78
2035	\$ 133,000.00	\$ 335,855.00	\$ 25,835.00	\$ 52,225.82	\$ 546,915.82
2036	\$ 142,000.00	\$ 327,210.00	\$ 25,170.00	\$ 53,270.34	\$ 547,650.34
2037	\$ 151,000.00	\$ 317,980.00	\$ 24,460.00	\$ 54,335.74	\$ 547,775.74
2038	\$ 161,000.00	\$ 308,165.00	\$ 23,705.00	\$ 55,422.46	\$ 548,292.46
2039	\$ 171,000.00	\$ 297,700.00	\$ 22,900.00	\$ 56,530.91	\$ 548,130.91
2040	\$ 182,000.00	\$ 286,585.00	\$ 22,045.00	\$ 57,661.53	\$ 548,291.53
2041	\$ 194,000.00	\$ 274,755.00	\$ 21,135.00	\$ 58,814.76	\$ 548,704.76
2042	\$ 207,000.00	\$ 262,145.00	\$ 20,165.00	\$ 59,991.05	\$ 549,301.05
2043	\$ 220,000.00	\$ 248,690.00	\$ 19,130.00	\$ 61,190.87	\$ 549,010.87
2044	\$ 235,000.00	\$ 234,390.00	\$ 18,030.00	\$ 62,414.69	\$ 549,834.69
2045	\$ 250,000.00	\$ 219,115.00	\$ 16,855.00	\$ 63,662.98	\$ 549,632.98
2046	\$ 266,000.00	\$ 202,865.00	\$ 15,605.00	\$ 64,936.24	\$ 549,406.24
2047	\$ 283,000.00	\$ 185,575.00	\$ 14,275.00	\$ 66,234.97	\$ 549,084.97
2048	\$ 302,000.00	\$ 167,180.00	\$ 12,860.00	\$ 67,559.67	\$ 549,599.67
2049	\$ 321,000.00	\$ 147,550.00	\$ 11,350.00	\$ 68,910.86	\$ 548,810.86
2050	\$ 342,000.00	\$ 126,685.00	\$ 9,745.00	\$ 70,289.08	\$ 548,719.08
2051	\$ 365,000.00	\$ 104,455.00	\$ 8,035.00	\$ 71,694.86	\$ 549,184.86
2052	\$ 388,000.00	\$ 80,730.00	\$ 6,210.00	\$ 73,128.76	\$ 548,068.76
2053	\$ 414,000.00	\$ 55,510.00	\$ 4,270.00	\$ 74,591.33	\$ 548,371.33
2054	\$ 440,000.00	\$ 28,600.00	\$ 2,200.00	\$ 76,083.16	\$ 546,883.16
Total	\$ 6,054,000.00	\$ 7,546,435.00	\$ 580,495.00	\$ 1,695,229.57	\$ 15,876,159.57

Footnotes:

[a] Annual Installments collected 1/31/2025 on the Improvement Area #2 Reimbursement Obligation shall be used for the 9/15/2025 debt service payment on the Improvement Area #2 Bonds. Principal paid 1/31/2025 is not included in the Improvement Area #2 Bond par.

[b] Interest on the Improvement Area #2 Bonds is calculated at 6.50% and is subject to change upon final pricing.

[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] Assumes the Reserve Fund is fully funded and available to reduce the Improvement Area #2 Annual Installments at maturity of the Improvement Area #1-2 Bonds.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE
IMPROVEMENT AREA #2 - LOT TYPE 2

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 SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$21,698.92

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, 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 the *Stonehaven 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 the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

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 #2 LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2026	\$ 272.40	\$ 1,410.43	\$ 108.49	\$ 156.63	\$ 1,947.96
2027	\$ 290.32	\$ 1,392.72	\$ 107.13	\$ 159.76	\$ 1,949.94
2028	\$ 308.24	\$ 1,373.85	\$ 105.68	\$ 162.96	\$ 1,950.74
2029	\$ 326.16	\$ 1,353.82	\$ 104.14	\$ 166.22	\$ 1,950.34
2030	\$ 347.67	\$ 1,332.62	\$ 102.51	\$ 169.54	\$ 1,952.34
2031	\$ 372.76	\$ 1,310.02	\$ 100.77	\$ 172.93	\$ 1,956.48
2032	\$ 394.27	\$ 1,285.79	\$ 98.91	\$ 176.39	\$ 1,955.35
2033	\$ 419.35	\$ 1,260.16	\$ 96.94	\$ 179.92	\$ 1,956.37
2034	\$ 448.03	\$ 1,232.90	\$ 94.84	\$ 183.52	\$ 1,959.29
2035	\$ 476.70	\$ 1,203.78	\$ 92.60	\$ 187.19	\$ 1,960.27
2036	\$ 508.96	\$ 1,172.80	\$ 90.22	\$ 190.93	\$ 1,962.90
2037	\$ 541.22	\$ 1,139.71	\$ 87.67	\$ 194.75	\$ 1,963.35
2038	\$ 577.06	\$ 1,104.53	\$ 84.96	\$ 198.65	\$ 1,965.21
2039	\$ 612.90	\$ 1,067.03	\$ 82.08	\$ 202.62	\$ 1,964.63
2040	\$ 652.33	\$ 1,027.19	\$ 79.01	\$ 206.67	\$ 1,965.20
2041	\$ 695.34	\$ 984.78	\$ 75.75	\$ 210.81	\$ 1,966.68
2042	\$ 741.94	\$ 939.59	\$ 72.28	\$ 215.02	\$ 1,968.82
2043	\$ 788.53	\$ 891.36	\$ 68.57	\$ 219.32	\$ 1,967.78
2044	\$ 842.29	\$ 840.11	\$ 64.62	\$ 223.71	\$ 1,970.73
2045	\$ 896.06	\$ 785.36	\$ 60.41	\$ 228.18	\$ 1,970.01
2046	\$ 953.41	\$ 727.11	\$ 55.93	\$ 232.75	\$ 1,969.20
2047	\$ 1,014.34	\$ 665.14	\$ 51.16	\$ 237.40	\$ 1,968.05
2048	\$ 1,082.44	\$ 599.21	\$ 46.09	\$ 242.15	\$ 1,969.89
2049	\$ 1,150.54	\$ 528.85	\$ 40.68	\$ 246.99	\$ 1,967.06
2050	\$ 1,225.81	\$ 454.07	\$ 34.93	\$ 251.93	\$ 1,966.74
2051	\$ 1,308.24	\$ 374.39	\$ 28.80	\$ 256.97	\$ 1,968.40
2052	\$ 1,390.68	\$ 289.35	\$ 22.26	\$ 262.11	\$ 1,964.40
2053	\$ 1,483.87	\$ 198.96	\$ 15.30	\$ 267.35	\$ 1,965.49
2054	\$ 1,577.06	\$ 102.51	\$ 7.89	\$ 272.70	\$ 1,960.15
Total	\$ 21,698.92	\$ 27,048.15	\$ 2,080.63	\$ 6,076.09	\$ 56,903.80

Footnotes:

[a] Interest on the Improvement Area #2 Bonds is calculated at 6.50% and is subject to change upon final pricing.

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

**STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE -
IMPROVEMENT AREA #3 INITIAL PARCEL**

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 SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$6,035,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, 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 the *Stonehaven 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 the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

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 #3 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Annual Installment ^[b]
2026	\$ 59,113	\$ 448,401	\$ 50,157	\$ 557,670
2027	\$ 63,505	\$ 444,008	\$ 51,160	\$ 558,673
2028	\$ 68,223	\$ 439,290	\$ 52,183	\$ 559,696
2029	\$ 73,292	\$ 434,221	\$ 53,227	\$ 560,740
2030	\$ 78,738	\$ 428,775	\$ 54,291	\$ 561,804
2031	\$ 84,588	\$ 422,925	\$ 55,377	\$ 562,890
2032	\$ 90,873	\$ 416,640	\$ 56,485	\$ 563,998
2033	\$ 97,625	\$ 409,889	\$ 57,614	\$ 565,127
2034	\$ 104,878	\$ 402,635	\$ 58,766	\$ 566,280
2035	\$ 112,670	\$ 394,843	\$ 59,942	\$ 567,455
2036	\$ 121,042	\$ 386,471	\$ 61,141	\$ 568,654
2037	\$ 130,035	\$ 377,478	\$ 62,363	\$ 569,877
2038	\$ 139,697	\$ 367,816	\$ 63,611	\$ 571,124
2039	\$ 150,076	\$ 357,437	\$ 64,883	\$ 572,396
2040	\$ 161,227	\$ 346,286	\$ 66,181	\$ 573,694
2041	\$ 173,206	\$ 334,307	\$ 67,504	\$ 575,017
2042	\$ 186,075	\$ 321,438	\$ 68,854	\$ 576,367
2043	\$ 199,901	\$ 307,612	\$ 70,231	\$ 577,744
2044	\$ 214,754	\$ 292,760	\$ 71,636	\$ 579,149
2045	\$ 230,710	\$ 276,803	\$ 73,069	\$ 580,582
2046	\$ 247,851	\$ 259,662	\$ 74,530	\$ 582,043
2047	\$ 266,267	\$ 241,246	\$ 76,021	\$ 583,534
2048	\$ 286,050	\$ 221,463	\$ 77,541	\$ 585,054
2049	\$ 307,304	\$ 200,209	\$ 79,092	\$ 586,605
2050	\$ 330,137	\$ 177,376	\$ 80,674	\$ 588,187
2051	\$ 354,666	\$ 152,847	\$ 82,287	\$ 589,800
2052	\$ 381,018	\$ 126,496	\$ 83,933	\$ 591,446
2053	\$ 409,327	\$ 98,186	\$ 85,612	\$ 593,125
2054	\$ 439,740	\$ 67,773	\$ 87,324	\$ 594,837
2055	\$ 472,413	\$ 35,100	\$ 89,070	\$ 596,583
Total	\$ 6,035,000	\$ 9,190,393	\$ 2,034,758	\$ 17,260,151

Footnotes:

[a] Interest is calculated at 7.43%, which is not higher than 2% above the Bond Buyer Index of 5.43% stated the first week of May 2025, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

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

STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE
IMPROVEMENT AREA #3 - LOT TYPE 3

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 SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$26,703.54

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, 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 the *Stonehaven 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 the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

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 #3 LOT TYPE 3

Annual Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Annual Installment ^[b]
2026	\$ 261.56	\$ 1,984.07	\$ 221.93	\$ 2,467.57
2027	\$ 280.99	\$ 1,964.64	\$ 226.37	\$ 2,472.00
2028	\$ 301.87	\$ 1,943.76	\$ 230.90	\$ 2,476.53
2029	\$ 324.30	\$ 1,921.33	\$ 235.52	\$ 2,481.15
2030	\$ 348.40	\$ 1,897.24	\$ 240.23	\$ 2,485.86
2031	\$ 374.28	\$ 1,871.35	\$ 245.03	\$ 2,490.66
2032	\$ 402.09	\$ 1,843.54	\$ 249.93	\$ 2,495.56
2033	\$ 431.97	\$ 1,813.67	\$ 254.93	\$ 2,500.56
2034	\$ 464.06	\$ 1,781.57	\$ 260.03	\$ 2,505.66
2035	\$ 498.54	\$ 1,747.09	\$ 265.23	\$ 2,510.86
2036	\$ 535.58	\$ 1,710.05	\$ 270.53	\$ 2,516.17
2037	\$ 575.38	\$ 1,670.26	\$ 275.94	\$ 2,521.58
2038	\$ 618.13	\$ 1,627.51	\$ 281.46	\$ 2,527.10
2039	\$ 664.05	\$ 1,581.58	\$ 287.09	\$ 2,532.73
2040	\$ 713.39	\$ 1,532.24	\$ 292.83	\$ 2,538.47
2041	\$ 766.40	\$ 1,479.23	\$ 298.69	\$ 2,544.32
2042	\$ 823.34	\$ 1,422.29	\$ 304.67	\$ 2,550.30
2043	\$ 884.52	\$ 1,361.12	\$ 310.76	\$ 2,556.39
2044	\$ 950.24	\$ 1,295.40	\$ 316.97	\$ 2,562.61
2045	\$ 1,020.84	\$ 1,224.79	\$ 323.31	\$ 2,568.95
2046	\$ 1,096.69	\$ 1,148.95	\$ 329.78	\$ 2,575.41
2047	\$ 1,178.17	\$ 1,067.46	\$ 336.37	\$ 2,582.01
2048	\$ 1,265.71	\$ 979.92	\$ 343.10	\$ 2,588.74
2049	\$ 1,359.75	\$ 885.88	\$ 349.96	\$ 2,595.60
2050	\$ 1,460.78	\$ 784.85	\$ 356.96	\$ 2,602.60
2051	\$ 1,569.32	\$ 676.32	\$ 364.10	\$ 2,609.74
2052	\$ 1,685.92	\$ 559.71	\$ 371.39	\$ 2,617.02
2053	\$ 1,811.18	\$ 434.45	\$ 378.81	\$ 2,624.45
2054	\$ 1,945.75	\$ 299.88	\$ 386.39	\$ 2,632.02
2055	\$ 2,090.32	\$ 155.31	\$ 394.12	\$ 2,639.75
Total	\$ 26,703.54	\$ 40,665.45	\$ 9,003.35	\$ 76,372.35

Footnotes:

[a] Interest is calculated at 7.43%, which is not higher than 2% above the Bond Buyer Index of 5.43% stated the first week of May 2025, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

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

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APPENDIX D

FORM OF OPINION OF BOND COUNSEL

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[Form of Bond Counsel Opinion]

[Date]

\$ _____
CITY OF SEAGOVILLE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS SERIES 2025
(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT AND IMPROVEMENT
AREA #2 PROJECT)

We have represented the City of Seagoville, Texas (the “Issuer”), as its bond counsel in connection with an issue of assessment revenue bonds (the “Bonds”) described as follows:

CITY OF SEAGOVILLE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT AND
IMPROVEMENT AREA #2 PROJECT), dated [date of delivery] 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 June 16, 2025 (the “Ordinance”). The Bonds are issued pursuant to a Trust Indenture, dated as of June 15, 2025 (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 Trust Estate 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, except as stated above, 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 Ordinance, 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.

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APPENDIX E-1

FORM OF DISCLOSURE AGREEMENT OF ISSUER

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**CITY OF SEAGOVILLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT AND IMPROVEMENT AREA #2 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of July 1, 2025 (this “Disclosure Agreement”), is executed and delivered by and among the City of Seagoville, Texas (the “Issuer”), P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #1 Project and Improvement Area #2 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 June 15, 2025, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

“Administrator” shall have the meaning assigned to such term in the Indenture. The Issuer has selected P3Works, LLC, as the initial Administrator.

“Annual Collections Report” shall mean any Annual Collections 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 subsection 4(a) of this Disclosure Agreement.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Annual Issuer Report Filing Date” shall mean, for each Fiscal Year, the date that is six (6) months after the end of the Issuer’s Fiscal Year, which Annual Issuer Report Filing Date is currently March 31.

“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.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds dated as of July 1, 2025, 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.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“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 twelve-month period beginning October 1 and ending the following September 30.

“Listed Events” shall mean any of the events listed in subsection 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.

“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 subsection 4(a)(iii) of this Disclosure Agreement.

“SEC” shall mean the United States Securities and Exchange Commission.

“Tax Year” means the calendar year, or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

SECTION 3. Provision of Annual Issuer Reports.

(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, not later than the Annual Issuer Report Filing Date, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement. The Annual Issuer Report may, but is not required to, include the audited financial statements and the failure to include the audited financial statements as a part of the Annual Issuer Report shall not violate the Issuer’s obligations under this Disclosure Agreement provided the Issuer provides its audited financial statements within 12 months of the most recently ended Fiscal Year or, if the audited financial statements are not available within such twelve-month period, the Issuer provides unaudited financial statements within such twelve-month period, and provides audited financial statements when and if available. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Issuer Report Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than 10 days prior to the Annual Issuer Report Filing Date, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent together with written direction to file such Annual Issuer Report with the MSRB. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than 10 days from receipt of such Annual Issuer Report from the Issuer, but in no event later than the Annual Issuer Report Filing Date for such Fiscal Year.

If by the fifth (5th) day before the Annual Issuer Report Filing Date the Dissemination Agent has not received a copy of the Annual Issuer 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 Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the Annual Issuer Report Filing Date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report by the Annual Issuer Report Filing Date, state the date by which the Annual Issuer 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 Issuer Report or the notice of failure to file, as applicable, to the MSRB no later than the Annual Issuer 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 the last Business Day prior to the Annual Issuer Report Filing Date.

(b) The Issuer shall or shall cause the Dissemination Agent pursuant to written direction to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report; and

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall provide written confirmation to the Issuer verifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Issuer Report Filing Date, the following:

(a) Annual Financial Information. 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(s), the interest rate(s), the original aggregate principal amount, the principal amount remaining Outstanding, and the total interest amount due on the 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 (together, a “SAP Update”); and

(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) Audited Financial Statements. 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 and that have been audited by an independent certified public accountant, *but only if* available by the Annual Issuer Report Filing Date. If the audited financial statements of the Issuer are not available within 12 months after the end of the Fiscal Year, the Issuer shall provide notice that the audited financial statements are not available, file unaudited financial statements within such 12-month period, and file audited financial statements when prepared and available.

A form for submitting the information described in subsection 4(a) above is attached as Exhibit B hereto.

(c) 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 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 Issuer Reports under this Section 4.

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 Issuer Report, if such Annual Collections Report is available when the Annual Issuer Report 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 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 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 (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 hereto; 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 the last Business Day prior to the 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.

Any sale by the Developer of real property within Improvement Area #1 or Improvement Area #2 of the District in the ordinary course of the Developer's business 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 Additional Obligations without the filing of a corresponding official statement with the MSRB

will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 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 to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than three Business Days 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 10 Business Days of the occurrence of such Listed Event.

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 pursuant to 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 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 Trustee, any Owner or beneficial owner of any interests in the Bonds, or any other party 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 Administrator and the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and the 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 Dissemination Agent and the Administrator 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 subsection 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 30 days of such discharge. The Dissemination Agent may resign at any time with 30 days' written notice to the Issuer. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent.

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 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 Issuer Report, 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 Issuer Report, Annual Collection Report, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report, 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 Dissemination Agent, at the written request of the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction) take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement 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) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made 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. 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 the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; 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 termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent or 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 Issuer Report in accordance with subsection 3(a) or the Annual Collections Report in accordance with subsection 5(a), the Dissemination Agent shall not be responsible for the failure to submit an Annual Issuer Report or an 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 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 its 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 the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable 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 or 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 its 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, 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 #1 and Improvement Area #2 of the District, 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 individually, make the following representation and verifications to enable the Issuer to comply with 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, as the case may be, 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 prior to the expiration or earlier termination 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 individually, 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 Dissemination Agent and the Administrator 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 Dissemination Agent and the Administrator, each individually, 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 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 individually, 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 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 individually, 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 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 SEAGOVILLE, TEXAS

By: _____
Mayor

HTS CONTINUING DISCLOSURE SERVICES, a
division of Hilltop Securities Inc.
(solely in its capacity as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL ISSUER REPORT][ANNUAL COLLECTIONS REPORT]
[AUDITED/UNAUDITED FINANCIAL STATEMENTS]**

Name of Issuer: City of Seagoville, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025 (Stonehaven
Public Improvement District Improvement Area #1 Project and
Improvement Area #2 Project)
Date of Delivery: _____, 20____
CUSIP Numbers: [Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Seagoville, Texas (the “Issuer”), has not provided [an Annual Issuer Report] [an Annual Collections Report] [audited/unaudited financial statements] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement of Issuer, dated as of July 1, 2025, among the Issuer, P3Works, LLC, as Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report] [the Annual Collections Report] [audited/unaudited financial statements] will be filed by _____.

Dated: _____

HTS CONTINUING DISCLOSURE SERVICES, a
division of Hilltop Securities Inc.,
on behalf of the City of Seagoville, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Seagoville, Texas

EXHIBIT B

**CITY OF SEAGOVILLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT AND IMPROVEMENT AREA #2 PROJECT)**

ANNUAL ISSUER REPORT *

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:

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value ⁽¹⁾	Book Value ⁽¹⁾	Market Value ⁽¹⁾

* Excluding Audited Financial Statements of the Issuer

⁽¹⁾ According to account balance statement dated as of [insert date] as provided by the Trustee.

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)(A)

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 Assessment Payers in the District ⁽¹⁾

<u>Property Owner</u>	<u>No. of</u> <u>Parcels/Lots</u>	<u>Percentage of</u> <u>Parcels/Lots</u>	<u>Outstanding</u> <u>Assessments</u>	<u>Percentage of</u> <u>Total</u> <u>Assessments</u>
-----------------------	--------------------------------------	---	--	--

⁽¹⁾ Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of the District

The [YEAR] certified total assessed value for the land in the District is approximately \$[AMOUNT] according to the Dallas Central Appraisal District.

Section 4(a)(ii)(B)

**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO
THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL
YEAR AND AS OF FEBRUARY 1 OF THE NEXT SUCCEEDING YEAR**

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Delinquent Assessment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	\$		\$		\$
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied ⁽¹⁾	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Delinquent Amount as of [9/1]	Delinquent % as of [9/1]	Total Assessments Collected ⁽²⁾
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, June 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.

⁽³⁾ Collected as of February 1, 20__.

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 SECTION 4(a)(iii) - (iv)

[Insert a line item for each applicable listing]

EXHIBIT C

**CITY OF SEAGOVILLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT AND IMPROVEMENT AREA #2 PROJECT)**

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc.
Address: [_____]
City: [_____, Texas ____]
Telephone: (____) ____ - ____
Contact Person: Attn: _____

**SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO
THE COLLECTION OF 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 SUBSECTION 5(A) OF THE ISSUER'S DISCLOSURE
AGREEMENT**

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	<u>Foreclosure Sales</u>	Foreclosure Proceeds <u>Received</u>
20__	\$ _____		\$ _____		\$ _____

(i) Period covered includes October 1, 20__ through March 1, 20__.

Collection and Delinquency of Annual Installments ⁽¹⁾

Succeeding Fiscal Year 20__	Total Annual Installments <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, June 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 Fiscal Year	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__.

EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES*

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	<p>Upon receipt, but no later than February 15, Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.</p> <p>Issuer and/or Administrator should be aware of actual and specific delinquencies</p> <p>Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year.</p> <p>Issuer and/or 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.</p>
March 15	43/44	Trustee pays bond interest payments to Owners.
April 1	59/60	<p>At this point, if total delinquencies are under 5% and if there is adequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account for full 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.</p> <p>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</p>

* 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 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, an amendment to the Code, or otherwise, such modifications shall control.

such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

July 1

152/153

If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full September payment, Issuer and/or Administrator to notify Dissemination Agent in writing for inclusion in the next Annual Report.

Preliminary Foreclosure activity commences in accordance with the County Tax Assessor's procedures.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.

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 and the Trustee. 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 as soon as practicable, in accordance with the County Tax Assessor's procedures.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing for inclusion in next Annual Report.

APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF DEVELOPER

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**CITY OF SEAGOVILLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT AND IMPROVEMENT AREA #2 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER

This Continuing Disclosure Agreement of Developer, dated as of July 1, 2025 (this “Disclosure Agreement”), is executed and delivered by and among Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Developer”), P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent (the “Dissemination Agent”) with respect to the 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 June 15, 2025, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

“Administrator” shall have the meaning assigned to such term in the Indenture. The Issuer has selected P3Works, LLC, as the initial Administrator.

“Affiliate” shall mean an entity that is controlled by, controls, or is under common control with another entity.

“Amenities” means an amenity center facility to include a swimming pool, enclosed children’s pool area, restroom building, shaded cabana, playground area with playground equipment, separate open play area, and landscaping, and meandering trails and open space areas throughout the District.

“Certification Letter” shall mean a certification letter provided by a Reporting Party pursuant to Section 3, in substantially the form attached as Exhibit D.

“Developer” shall mean Meritage Homes of Texas, LLC, an Arizona limited liability company, its successors and assigns, including any Affiliate of the Developer.

“Developer Listed Event” 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 with respect to the Bonds dated as of even date herewith 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., 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.

“EMMA” shall mean the Electronic Municipal Market Access system administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at <http://emma.msrb.org>.

“Homebuilder” shall mean Trophy Signature Homes and any homebuilder who enters into a Lot Purchase Agreement with the Developer, and the successors and assigns of such homebuilder under such Lot Purchase Agreement.

“Issuer” shall mean the City of Seagoville, Texas.

“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 the District, any lot purchase agreement between a Homebuilder and the Developer to purchase lots or to purchase land.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Private Improvements” shall mean horizontal improvements described in the plans and specifications submitted to the City as part of the zoning process, other than the Improvement Area #1 Improvements and the Improvement Area #2 Improvements, being constructed in each improvement area to get to the developed lot values established in an appraisal

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning September 30, 2025.

“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, 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 containing the information listed in Exhibit A attached hereto.

“Reporting Party” shall mean, collectively, the Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 6 of this Disclosure Agreement.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Significant Homebuilder” shall mean a Homebuilder that owns at least 29 single-family residential lots, in the aggregate, in Improvement Area #1 and Improvement Area #2 of the District.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

SECTION 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder that is a Reporting Party shall, at its cost and expense, provide or cause to be provided to the Administrator not more than 10 days after each Quarterly Ending Date, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to subsection 3(d) hereof (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such Reporting Party’s obligations terminate pursuant to Section 7 of this Disclosure Agreement. 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 6 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 20 days after each Quarterly Ending Date, either (1) advise the applicable Reporting Party as to any necessary changes to such Person’s 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 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 Party pursuant to subsection (a) above, and (ii) provide the Quarterly Report to the Reporting Parties for review no later than 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 30 days after each Quarterly Ending Date, provide the Quarterly 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 35 days after each Quarterly Ending Date, the Quarterly Report containing the information described in subsection 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 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) Each Quarterly Report shall consist of the information listed in Exhibit A attached hereto.

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 Assessments levied within the District on Assessed Property owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within the District 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 nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements within the District, including the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Private Improvements, and the Amenities;

(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 improvements in the District 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 the District 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, or 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 the District, or litigation that may materially adversely affect the financial condition of the Developer or any of the Developer's Affiliates;

(viii) Any material 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 Sections 5 or 6 hereof.

(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 Assessments levied within the District on Assessed Property owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within the District 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 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, or 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 6 hereof.

(c) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5) Business Days after such Reporting Party obtains such knowledge, notify the Issuer, the Administrator, and the Dissemination Agent in writing and the Reporting Provider 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 10 Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a 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 such Reporting Party under this Disclosure Agreement.

The Developer and each other Reporting Party, 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 of if such Reporting Party is providing Quarterly Information on behalf of any other Reporting Party. Additionally, if a Significant Homebuilder does not execute the assignment and assumption of disclosure obligations pursuant to Section 6 hereof, and, therefore, the Developer is reporting on behalf of the Significant Homebuilder, the Developer shall not be required to conduct an independent investigation of the occurrence of a Significant Homebuilder Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written authorization of such Reporting Party for the Dissemination Agent to disseminate such information as provided herein, and the date the applicable Reporting Party desires for the Dissemination Agent to disseminate the information.

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design, and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party 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 10 Business Days after such Reporting Party becomes aware of the Listed Event applicable to such Reporting Party.

(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 in writing the Administrator and the applicable Reporting Party 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 applicable Reporting Party 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 Reporting Party 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 applicable Reporting Party 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 Administrator, the Issuer, any Reporting Party, 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 a Reporting Party 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 promptly after its receipt of such written instructions from such Reporting Party; 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.

SECTION 5. Reserved.

SECTION 6. Assumption of Reporting Obligations by Significant Homebuilder.

(a) As long as a Homebuilder is a Significant Homebuilder, the Developer may (i) cause such Significant Homebuilder to comply with the Developer’s disclosure obligations under subsections 3(d)(iv) and 4(b) hereof with respect to such acquired real property until such party’s disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement, or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, 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 Developer’s disclosure obligations, as described in clause (i) above.

(b) If the Developer elects to cause a Significant Homebuilder to comply with the Developer’s disclosure obligations, as described in clause (a)(i) above, the Developer shall deliver to the Dissemination Agent, the 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 subsections 4(a)(ix) and 4(b)(vi) above, the Developer 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 an executed Significant Homebuilder Acknowledgment assuming the 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 Homebuilder until an executed Significant Homebuilder Acknowledgment with respect to such real property is delivered to the Dissemination Agent, the Administrator, the Issuer, and the MSRB, in accordance with this Section 6(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. Additionally, for the avoidance of doubt, the Developer shall use commercially reasonable efforts to require that any Significant Homebuilder comply with obligations of this Section 6 with respect to any subsequent transfers by such Significant Homebuilder to any individual or entity meeting the definition

of a “Significant Homebuilder” in the future, including the requirement, pursuant to Section 4(b)(vi) above, to direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Section 4(e) above.

SECTION 7. Termination of Reporting Obligations.

(a) The reporting obligations of the Developer or any Significant Homebuilder under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) when the Developer or such Significant Homebuilder, including their respective Affiliates and/or successors and assigns, owns fewer than 29 lots, in the aggregate, within Improvement Area #1 and Improvement Area #2 of the District, as of each Quarterly Ending Date; provided, however, if the Developer elects to provide any or all Quarterly Information on behalf of a Significant Homebuilder in accordance with subsection 6(a) above, 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) when (x) the Developer, including its Affiliates and/or successors and assigns, owns fewer than 29 lots, in the aggregate, within Improvement Area #1 and Improvement Area #2 of the District, and (y) such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective Affiliates and/or successors and assigns, owns fewer than 29 lots, in the aggregate, within Improvement Area #1 and Improvement Area #2 of the District, as of each Quarterly Ending Date.

(b) 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) of this Section 7, 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, of the termination of the applicable 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.

(c) 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) and (b), if any, of this Section 7 and any Termination Notice required by subsection (c) of this Section 7 has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Developer, any Person that has executed a Developer Acknowledgement pursuant to Section 5 hereof, or any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 6 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 30 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, any Person that has executed a Developer Acknowledgement pursuant to Section 5 hereof, or any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 6 hereof of any change in the identity of the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.

SECTION 9. 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 in writing by the Developer 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 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).

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 in accordance with this Section 9 to the Issuer, the Administrator, the Dissemination Agent, and the Participating Underwriter.

SECTION 10. 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 11. 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 provided under this Disclosure Agreement.

SECTION 12. Default. In the event of a failure of any Reporting Party or the Administrator to comply with any provision of this Disclosure Agreement, (i) the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and (ii) 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, the Dissemination Agent shall, take such actions as may be necessary and appropriate to cause the Reporting Party 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 a Reporting Party or the Administrator to comply with this Disclosure Agreement shall be an action in mandamus or specific performance. A default under this Disclosure Agreement by a Reporting Party 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 a Reporting Party or the Administrator. Additionally, a default by a Reporting Party of its obligations under this Disclosure Agreement shall not be deemed a default by any other Reporting Party of such Reporting Party's obligations under this Disclosure Agreement. 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 13. 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 any Reporting Party 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 indemnify and 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 (i) liabilities due to the Dissemination Agent's negligence or willful misconduct, and (ii) liabilities resulting from claims made by the Developer against the Dissemination Agent. The obligations of the Developer under this Section shall survive termination of this Disclosure Agreement, 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) 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 indemnify and 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 (i) liabilities due to the Administrator's breach, negligence, or willful misconduct, and (ii) liabilities resulting from claims made by the Developer against the Administrator. The obligations of the Developer under this Section shall survive termination of this Disclosure Agreement, 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. The Developer, the Administrator, and the Dissemination Agent agree that the legal expenses of the Dissemination Agent or the Administrator to which it is expressly entitled to be paid pursuant to this subsection 13(c) are Annual Collection Costs.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, 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, EXCEPT AS DESCRIBED IN SECTION 12 WITH RESPECT TO THE DISSEMINATION AGENT.

SECTION 14. 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, director, shareholder, member, managing partner, agent, or employee of the Developer, any Significant Homebuilder, 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. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Parties, 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 17. 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 #1 and Improvement Area #2 of the District, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. 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 #1 and Improvement Area #2 of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 20. Notice. Any written notice required to be given or made hereunder among or between any of the Parties and/or Participating Underwriter, shall be given or made by e-mail, facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses listed below or at such other addresses as any be specified in writing by any party hereto to the other parties hereto. If the required notice is provided or delivered by e-mail, the sender must request a read or delivery receipt from the recipient confirming that the recipient received the e-mail or the e-mail was delivered with such notice. Failure of any party to this Disclosure Agreement or Significant Homebuilder to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such party or Significant Homebuilder under this Disclosure Agreement.

If to Developer:

Meritage Homes of Texas, LLC

E-mail: _____

If to the Dissemination Agent:

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.

717 N. Harwood St., Suite 3400

Dallas, Texas 75201

E-mail: tanya.calvit@hilltopsecurities.com

If to Administrator:

P3Works, LLC

E-mail: jaime@p3-works.com

If to the Issuer:

City of Seagoville, Texas

702 North Highway 175

Seagoville, Texas 75159

E-mail: CBrown@seagoville.us

If to Participating Underwriter:

FMSbonds, Inc.

5 Cowboys Way, Suite 300-25

Frisco, Texas 75034

E-mail: tdavenport@fmsbonds.com

If to the Trustee

Wilmington Trust, National Association

15950 North Dallas Parkway, Suite 200

Dallas, Texas 75248

SECTION 21. Term of Disclosure Agreement. Except for surviving indemnities of the parties to this Disclosure Agreement, this Disclosure Agreement terminates on the earlier of (i) the first date on which none of the Bonds remain Outstanding, and (ii) the first date on which the reporting obligations of all Reporting Parties have terminated in accordance with the terms of Section 7 of this Disclosure Agreement.

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 Developer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

HTS CONTINUING DISCLOSURE SERVICES,
A DIVISION OF HILLTOP SECURITIES INC.,
Dissemination Agent

By: _____
Authorized Officer

DEVELOPER:

Meritage Homes of Texas, LLC, an Arizona limited liability company

By: _____

P3Works, LLC,
Administrator

By:_____

Name:_____

Title:_____

EXHIBIT A

**CITY OF SEAGOVILLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(STONEHAVEN PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT AND IMPROVEMENT AREA #2 PROJECT)**

**DEVELOPER 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: 717 N. Harwood St., Suite 3400
City: Dallas, Texas 75201
Telephone:
Contact Person: Attn: Tanya Calvit

I. Unit Mix for Bond Assignment

<u>Product Type</u>	<u>Number of Units</u>
<u>Improvement Area #1</u>	
50'	304
<u>Improvement Area #2</u>	
50'	279

II. Ownership of Lots/Units in Improvement Area

PLANNED LOTS IN IMPROVEMENT AREA #1: 304

Of the 304 lots in Improvement Area #1 of the District:

1. Number of lots owned by the Developer: _____
2. If applicable, number of lots under contract but not closed to Homebuilder(s): _____
3. If applicable, number of lots owned by Homebuilder(s): _____
4. Number of units owned by homeowners: _____

PLANNED LOTS IN IMPROVEMENT AREA #2: 279

Of the 279 lots in Improvement Area #1 of the District:

1. Number of lots owned by the Developer: _____
2. If applicable, number of lots under contract but not closed to Homebuilder(s): _____
3. If applicable, number of lots owned by Homebuilder(s): _____
4. Number of units owned by homeowners: _____

III. Lot Status in Improvement Area

Of the 304 lots in Improvement Area #1, what is the status:

1. Planned lots as of the date of issuance of the Bonds: 304
2. Planned lots as of the date of this Quarterly Report: 304
3. Lots developed: 304
4. Lots platted: 304
5. Expected completion date of all lots in the District (if incomplete): September 2024

Of the 279 lots in Improvement Area #2, what is the status:

1. Planned lots as of the date of issuance of the Bonds: 279
2. Planned lots as of the date of this Quarterly Report: 279
3. Lots developed: _____
4. Lots platted: _____
5. Expected completion date of all lots in the District (if incomplete): [October 2025]

IV. Home Sales Information in Improvement Area

PLANNED HOMES IN IMPROVEMENT AREA #1: 304

Of the 304 homes planned for Improvement Area #1:

1. How many building permits were issued **during the current quarter?** _____
2. How many homes have closed with homebuyers **during the current quarter?** _____
3. How many homes have closed with homebuyers **cumulatively?** _____

PLANNED HOMES IN IMPROVEMENT AREA #2: 279

Of the 279 homes planned for Improvement Area #2:

1. How many building permits were issued **during the current quarter?** _____
2. How many homes have closed with homebuyers **during the current quarter?** _____
3. How many homes have closed with homebuyers **cumulatively?** _____

V. Expenditures Paid from Accounts under Indenture

1. Total Budgeted Costs for the Improvement Area #1 Improvements and the Improvement Area #2 Improvements: \$18,155,839
2. Of the total budgeted costs, the total amount drawn from the Improvement Account:
 - a. Improvement Account: \$ _____
 - b. Improvement Area Major Improvements Account: N/A
 - c. Improvement Area Developer Improvement Account: N/A

VI. Status of Improvements in Improvement Area

1. Projected/actual completion date of the Improvement Area #1 Improvements: September 2024
2. Explanation of any delay/change in projected completion date since last Quarterly Report was filed: N/A
3. Projected/actual completion date of the Improvement Area #2 Improvements: [October 2025]
4. Explanation of any delay/change in projected completion date since last Quarterly Report was filed: _____

VII. Private Improvements and Amenities

TOTAL EXPECTED/ACTUAL COSTS OF PRIVATE IMPROVEMENTS: \$27,128,125

Of the \$27,128,125 budgeted costs of the Private Improvements:

1. Amount spent as of Quarterly Ending Date: \$ _____
2. Actual/Expected completion date of Private Improvements: _____

TOTAL EXPECTED/ACTUAL COSTS OF AMENITIES: \$1,050,780

Of the \$1,050,780 budgeted costs of the Amenities:

1. Amount spent as of Quarterly Ending Date: \$1,050,780
2. Actual/Expected completion date of Amenities: August 2024

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?

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 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. **Reserved.**
6. **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.
7. **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 Seagoville, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025 (Stonehaven
Public Improvement District Improvement Area #1 Project and
Improvement Area #2 Project) (the “Bonds”)
CUSIP Numbers: [insert CUSIP Numbers]
Date of Delivery: _____, 20__

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
related to such Bonds, by and among Meritage Homes of Texas, LLC, an Arizona limited liability
company (the “Developer”), P3Works, LLC, as Administrator, and HTS Continuing Disclosure
Services, a division of Hilltop Securities Inc., as 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.,
on behalf of the Developer,
as Dissemination Agent

By: _____

Title: _____

cc: City of Seagoville, Texas

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer: City of Seagoville, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025 (Stonehaven
Public Improvement District Improvement Area #1 Project and
Improvement Area #2 Project) (the “Bonds”)
CUSIP Numbers. [insert CUSIP Numbers]
Date of Delivery: _____, 20__

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.
717 N. Harwood St., Suite 3400
Dallas, Texas 75201

City of Seagoville, Texas
702 North Highway 175
Seagoville, Texas 75159

Meritage Homes of Texas, LLC

[Significant Homebuilder]

NOTICE IS HEREBY GIVEN that _____, a
_____ (the [“Developer¹”] [“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 related to such Bonds, by and among Meritage Homes of Texas, LLC,
an Arizona limited liability company (the “Developer”), P3Works, LLC, as Administrator, and
HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent.

Dated: _____

P3Works, LLC
on behalf of the [Developer] [Significant
Homebuilder],
as Administrator)

By: _____

Title: _____

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer: City of Seagoville, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025 (Stonehaven
Public Improvement District Improvement Area #1 Project and
Improvement Area #2 Project)
CUSIP Numbers: [insert CUSIP Numbers]
Quarterly Ending Date: _____, 20__

Re: Quarterly Report for Stonehaven Public Improvement District

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer related to the captioned Bonds by and among Meritage Homes of Texas, LLC, an Arizona limited liability company¹ (the “Developer”), P3Works, LLC, as Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as 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.

Meritage Homes of Texas, LLC, an Arizona limited
liability company

By: _____

[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 SIGNIFICANT HOMEBUILDER CONTACT INFORMATION]

Re: Stonehaven Public Improvement District – Continuing Disclosure Obligation

Dear _____,

As of _____, 20__, you own ____ lots, in the aggregate, within Improvement Area #1 and Improvement Area #2 of Stonehaven Public Improvement District (the “District”). Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer related to the captioned Bonds (the “Disclosure Agreement of Developer”) by and among Meritage Homes of Texas, LLC, an Arizona limited liability company (the “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 Seagoville, Texas, Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #1 Project and Improvement Area #2 Project),” any entity that owns 29 or more of the single family residential lots, in the aggregate, within Improvement Area #1 and Improvement Area #2 of the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 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,

Meritage Homes of Texas, LLC, an Arizona limited liability company

By: _____

Acknowledged by:

[INSERT ASSIGNEE NAME]

By: _____
Title: _____

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APPENDIX F
DEVELOPMENT AGREEMENT

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**THIRD AMENDMENT TO THE STONEHAVEN DEVELOPMENT
AGREEMENT**

THIS THIRD AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT (this “Amendment”) is executed between the City of Seagoville, Texas (the “City”) and Meritage Homes of Texas, LLC a Texas limited liability company (the “Developer”) to be effective August 19, 2024. The City and the Developer are individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, on September 20, 2021, the City and the Developer entered into that certain Stonehaven Development Agreement (the “Agreement”) relating to the development of a residential housing development on approximately 246.965 acres of real property within the City over which the City created the Stonehaven Public Improvement District to finance certain public improvements; and

WHEREAS, on December 19, 2022, the Developer and the City approved that certain First Amendment to the Stonehaven Development Agreement (the “First Amendment”) to modify the date by which the City must levy Assessments on property within the first phase of the development; and

WHEREAS, on November 6, 2023, the Developer and the City approved that certain Second Amendment to the Stonehaven Development Agreement (the “Second Amendment”) to reflect the inclusion of additional public improvements to be financed by Assessments and to modify certain other terms as set forth therein; and

WHEREAS, the Developer and the City now desire to amend the Agreement again to amend certain provisions relating to the oversizing of certain infrastructure described in the Agreement and to modify certain other terms as set forth herein below (the “Third Amendment”);

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Amendments

1. Recitals. The recitals in this Third Amendment are true and correct and are incorporated herein by reference.
2. Capitalized Terms. All capitalized terms used in this Third Amendment but not defined herein shall have the meaning assigned to such terms in the Agreement.
3. Amendments

- (a) *Section 6.04 shall be deleted and replaced in its entirety with the following:*

Section 6.04 Oversizing of Wastewater Extension. The Developer shall oversize the wastewater line to the Property pursuant to the Northern Basin Interceptor study No. 3662-002 by Halff Associates, Inc. dated July 23, 2021. In exchange for such oversizing, the City shall pay the Developer the sum of \$4,376,674.90. The City shall pay such amount to the Developer at the time the ownership of the wastewater line has been accepted by the City as a part of its water and wastewater system.

4. Development Standards Amendment.

(a) *The Residential Building Requirements of Exhibit D of the Agreement (“Development Standards”) is amended only with regard to the fifth bullet point pertaining to detention ponds to read as follows (strike-throughs indicate deleted wording, underlining indicates added wording):*

- Detention ponds ~~must~~ need not have wrought iron fencing surrounding them. Flow line areas do not require fencing. In the absence of fencing, Developer shall hold harmless and indemnify the City from and against claims, suits, demands, liabilities, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys’ fees and other reasonable costs of litigation) in any way arising out of or resulting from the absence of fencing surrounding detention ponds.

5. Ratification. The Parties acknowledge and agree that, except as amended herein, the Development Agreement, as previously amended by the First Amendment thereto, and as previously amended by the Second Amendment hereto, 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 Development Agreement, as previously amended, and this Third Amendment, the terms and provisions of this Third Amendment shall control.

6. Severability. In case any one or more of the provisions contained in this Third 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 Third Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. Multiple Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart

without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. The City Manager of the City is hereby authorized to execute this Third Amendment on behalf of the City.

8. Entire Agreement. This Third 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.

[SIGNATURE PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed
as of August 19, 2024.


CITY OF SEAGOVILLE, TEXAS

By: 
Name: Pat Stallings, City Manager

ATTEST:


Sara Egan, City Secretary

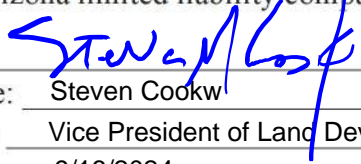
APPROVED AS TO FORM


Autumn Keefer, Asst. City Attorney

DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC,

an Arizona limited liability company

By: 

Name: Steven Cook

Title: Vice President of Land Development

Date: 9/16/2024

SECOND AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT (this “Amendment”) is executed between the City of Seagoville, Texas (the “City”) and Meritage Homes of Texas, LLC a Texas limited liability company (the “Developer”) to be effective November 6, 2023. The City and the Developer are individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, on September 20, 2021, the City and the Developer entered into that certain Stonehaven Development Agreement (the “Agreement”) relating to the development of a residential housing development on approximately 246.965 acres of real property within the City over which the City created the Stonehaven Public Improvement District to finance certain public improvements; and

WHEREAS, on December 19, 2022, the Developer and the City approved that certain First Amendment to the Stonehaven Development Agreement (the “First Amendment”) to modify the date by which the City must levy Assessments on property within the first phase of the development; and

WHEREAS, the Developer and the City now desire to amend the Agreement again to reflect the inclusion of additional public improvements to be financed by Assessments and to modify certain other terms as set forth herein below (the “Second Amendment”);

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

The recitals are incorporated into this Second Amendment and are true and correct for all purposes.

Amendments

1. Recitals. The recitals in this Second Amendment are true and correct and are incorporated herein by reference.
2. Capitalized Terms. All capitalized terms used in this Second Amendment but not defined herein shall have the meaning assigned to such terms in the Agreement.
3. Amendments

(a) *The seventh WHEREAS clause shall be replaced in its entirety with the following:*

“WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of \$19,000,000 for payment or reimbursement of the Public Improvements included in the SAP; and”

(b) *Exhibit K – Amenities as attached to this Second Amendment is hereby added to the Agreement as attached hereto.*

(c) *Exhibit L- Roadway Improvements as attached to this Second Amendment is hereby added to the Agreement as attached hereto.*

(d) *The definition of “Development Standards” shall be amended and restated to read as follows:*

““Development Standards” means those building standards set forth in Exhibit D.”

(e) *The definition of “Reimbursement Cap” shall be amended and restated to read as follows:*

““Reimbursement Cap” means the total amount of reimbursement and/or payment to the Developer for the Public Improvement Project Costs from any source, including the proceeds of PID Bonds, or Assessment Revenues; such amount shall be no more than \$16,000,000. The Reimbursement Cap shall not include any costs paid by the City for oversizing of infrastructure, not paid from PID Bonds Proceeds or Assessments.”

(f) *The first sentence of Section 3.02(a) shall be deleted and replaced with the following:*

“Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer’s phased development of the Property) up to an aggregate principal amount of \$19,000,000 to reimburse the Public Improvements Project Costs.”

The remainder of Section 3.02(a) shall remain unchanged.

(g) *Section 3.02(d)(i) shall be deleted and replaced in its entirety with the following:*

a) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$19,000,000.

(h) *Section 6.06 is hereby added to the Agreement as set forth below:*

“6.06 Pump and Haul. To the extent that wastewater treatment service is required within the Property prior to sewer service is made available to the Property, the City agrees to allow the Developer to provide, as its expense, “pump and haul” service within the Property, if and in the manner allowed under Applicable Law, including applicable regulations of the Texas Commission on Environmental Quality, or to

make such other arrangements as are compatible with Applicable Law and regulations in order to adequately provide and address necessary wastewater treatment services as set forth herein. Such “pump and haul” services may begin on May 1, 2023 and continue through April 1, 2024.”

- (i) *Section 6.07 is hereby added to the Agreement as set forth below:*

“6.07 Early Building Permits.

- a) In order to facilitate the construction of homes within the Development, the City will accept house permit packages for review prior to completion of Public Improvements. The City will release building permits for all homes within a phase upon the construction or installation of the following for the applicable phase or completion of the applicable item below:

1. Paving of Entrance to Stonehaven Phase I completed.
2. Street paving within the phase completed sufficient to provide adequate emergency access to the phase, but sidewalks, ramps, and parkway irrigation and landscape are not required to be completed at time of early permit release; completion of satisfactory walk-through inspection of streets by the Public Works Department (streets must satisfy all public works requirements for streets, manholes, stormwater and drainage facilities, fire hydrants, inlets);
3. All wet utilities (Water, Sewer) installed, or, if pump and haul services are to be provided in accordance with Section 6.06 hereof, water utilities are installed and pump and haul services arranged for;
4. All storm water and drainage facilities installed, including any necessary detention pond(s) with required fencing (if applicable per City ordinance), but landscape and irrigation are not required to be completed at time of early permit release;
5. All onsite roadway signage installed;
6. Screening wall completed before any certificate of occupancy will be issued;
7. Retaining walls and flumes complete; a letter from an engineer bearing engineer’s seal/stamp and stating that all retaining walls are built according to engineering plans should be submitted;
8. Letter of understanding executed confirming agreement of parties that no Certificates of Occupancy (except those described in subsection b of this Section 6.07) will be issued until final plat has been filed;
9. All fire hydrants installed to include 5” Storz with caps;
10. Blue reflectors on street at fire hydrants;

11. Storm water labels on all storm inlets (City to provide labels);
 12. Videos of sewer and storm pipes have been provided to City's Public Works Director;
 13. Inlet protection for all storm inlets installed and compliance with City erosion standards obtained;
 14. SWPP protection installed throughout; and
 15. City has reviewed and approved building permit submittals and received all required fees for house construction."
- b) Upon completion of construction of one or more model homes within the Development in compliance with all City ordinances, codes and regulations, pursuant to City's normal inspection process, the City will issue a temporary certificate of occupancy ("C.O.") for each such model home, said C.O. to indicate that the structure may be occupied for model home/office use but not for residential use. For each model home, the temporary certificate of occupancy shall be effective from date of issue and will expire when the model home is removed from use as a model home/office. In order for the use of a model home to be converted and the model home sold as a residence, it must be brought into compliance with all applicable City ordinances, codes and regulations and, following application and City's standard inspection process, have a final certificate of occupancy issued for residential use.
- c) As will be noted in a letter of understanding, final certificates of occupancy for residential use will be issued upon City acceptance of the infrastructure improvements, as evidenced by the filed final plat, and the completion of the items referenced in Section 6.07(a)."
- (j) Section 6.08 is hereby added to the Agreement as set forth below:
- "6.08 Construction of Stark and Lasater Road. The Developer shall, at its sole cost and expense, construct the improvements to Stark Road and Lasater Road, as and to the extent depicted in Exhibit L, attached hereto and incorporated herein by this reference, to include removal of currently existing asphalt and other roadway materials. With regard to Exhibit L, the Developer agrees to design and construct the intersections at Stonegate Drive with a "no left turn" sign and center curb in Lasater Road to prevent traffic at these intersections creating a safety issue. The completion of the intersection of Stark Road and Lasater Road as shown on Exhibit L must be completed no later than June 1, 2025. Completion is final completion such that the improvements have achieved all technical and performance requirements set out in the construction documents and all punch list items have been completed. Developer shall pay City liquidated damages in the amount of \$250.00 per day for each day beyond June 1, 2025 until completion."
- (k) The first sentence of Section 7.10(a) shall be deleted and replaced with:

“The Public Improvement Costs, as set forth in Exhibit C, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP.”

4. Ratification. The Parties acknowledge and agree that, except as amended herein, the Development Agreement, as previously amended by the First Amendment thereto, 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 Development Agreement, as previously amended, and this Second Amendment, the terms and provisions of this Second Amendment shall control.

5. Severability. In case any one or more of the provisions contained in this Second 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 Second Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. Multiple Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. The City Manager of the City is hereby authorized to execute this Second Amendment on behalf of the City.

7. Entire Agreement. This Second 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.

[SIGNATURE PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT
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IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of November 6, 2023.

CITY OF SEAGOVILLE, TEXAS

By: _____
Pat Stallings, City Manager

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM

Victoria Thomas, City Attorney

DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC,

an Arizona limited liability company

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC,

an Arizona limited liability company

By: _____

Name: Frank Sy

Title: Vice President

Date: 10/31/23

EXHIBIT K

AMENITIES

1. Amenity Center Facility to include: restroom building, swimming pool, a children's pool area (enclosed in a wrought iron fence); shaded cabana, playground area ; an open play area separate from the playground; playground equipment; landscaping ; all to be maintained by the HOA;
2. A meandering all-weather internal trail system consisting of a four-foot wide sidewalk, designed and constructed to provide views of existing lake and other natural features; maintained by the Home Owners' Association when the trail is not located within a street right-of-way;
3. Open spaces to have four-foot wide sidewalks along street frontages, established grass groundcover, and two of the following features: park benches, shade structures, interior sidewalks, trees, water features or similar park type features;
4. Five-foot wide sidewalks constructed along Stark Road, Simonds Road, Lasater Road and Shannon Road at the same time as the pavement improvements;
5. Four-foot wide sidewalks constructed on both sides of all other streets unless otherwise shown on City-approved engineering plans;
6. Homeowners' Association (HOA) to maintain all open spaces and the Amenity Center;
7. Masonry screening walls where rear or side yards attach to the right-of-way of Stark, Lasater, and/or Simonds Roads;
8. Entry monuments located at major focal points of the community, to be owned and maintained by a Homeowner's Association; and
9. All landscaping will be maintained by the HOA.

EXHIBIT L

ROADWAY IMPROVEMENTS



Exhibit L

FIRST AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT (this “Amendment”) is executed between the City of Seagoville, Texas (the “City”), and Meritage Homes of Texas, LLC a Texas limited liability company (the “Developer”) to be effective September 20, 2021. The City and the Developer are individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, on September 20, 2021, the City and the Developer entered into that certain Stonehaven Development Agreement (the “Agreement”) relating to the development of a residential housing development on approximately 246.965 acres of real property within the City over which the City created the Stonehaven Public Improvement District to finance certain public improvements; and

WHEREAS, the Developer and the City now desire to amend the Agreement to modify the date upon which the City must levy Assessments on property within the first phase of the development;

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

The recitals are incorporated into this Amendment and are true and correct for all purposes.

Amendments

1. Recitals. The recitals are true and correct and are incorporated herein by reference.
2. Capitalized Terms. All capitalized terms used in this Amendment but not defined herein shall have the meaning assigned to such terms in the Agreement.
3. Amendments. The definition of “Improvement Area A Public Improvement Financing Date” shall be amended and restated to read as follows:

“Improvement Area A Public Improvement Financing Date” means the date the City levies Assessments on Improvement Area A of the Property, such date to be no later than December 31, 2024 for Improvement Area A, which date may be extended by written agreement of the Parties.”

4. Ratification. The Parties acknowledge and agree that, except as amended herein, the Development 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 Development and this Amendment, the terms and provisions of this Amendment shall control.

5. 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.

6. Multiple Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. The City Manager of the City is hereby authorized to execute this Amendment on behalf of the City.

7. 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.

[SIGNATURE PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of December 19, 2022.

CITY OF SEAGOVILLE, TEXAS

By: 

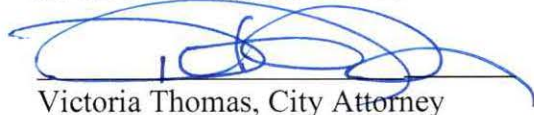
Name: Pat Stallings, City Manager

ATTEST:



Kandi Jackson, City Secretary

APPROVED AS TO FORM




Victoria Thomas, City Attorney

DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC,

an Arizona limited liability company

By: 
Name: David Ayghinbaugh
Title: Division VP
Date: 12/19/2022

STONEHAVEN

DEVELOPMENT AGREEMENT

BETWEEN

MERITAGE HOMES OF TEXAS, LLC

AND

THE CITY OF SEAGOVILLE, TEXAS

Dated: September 20, 2021

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STONEHAVEN DEVELOPMENT AGREEMENT

This Stonehaven Development Agreement (this “**Agreement**”), dated as of September 20, 2021 (the “**Effective Date**”), (subject to termination as provided in Article 11) is entered into between Meritage Homes of Texas, LLC an Arizona limited liability company (the “**Developer**”), and the City of Seagoville Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean to sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council of the City of Seagoville, Texas (the “City Council”); and

WHEREAS the Developer is in the process of acquiring for development, approximately 246.965 acres of real property depicted on Exhibit A attached hereto (the “Property”) within the corporate limits of the City primarily as a single-family residential development, in accordance with the applicable City Regulations (the “Project”); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to

facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and constructing additional public improvements within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district that is coterminous with the boundaries of the Property (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”); and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PID; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt Service and Assessment Plans (“SAP”) (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to a Service and Assessment Plan, payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of \$14,000,000 for payment or reimbursement of the Public Improvements included in the SAP; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Actual Costs” is defined in the Service and Assessment Plan.

“Affiliates” of Meritage Homes of Texas, LLC means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Agreement” has the meaning stated in the first paragraph of this Agreement.

“Amenities” means the Stonehaven Development amenities to be constructed by the Developer and owned by the HOA, as set forth in Exhibit K.

“Annual Installments” means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

“Appraisal” means an appraisal of the property to be assessed in each PID by a licensed MAI Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., “as-complete”) and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

“Development Standards” means those building standards set forth in Exhibit __.

“Assessment Ordinance” means one or more of the City’s ordinances approving a SAP and levying Assessments on the benefitted Property within the PID.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

“City Regulations” mean provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including zoning and the City’s Planned Development.

“City Representative” means the City Manager or designee which may include a third party inspector or representative.

“City” means the City of Seagoville, Texas.

“Closing Disbursement Request” means the Closing Disbursement Request described in Section 4.06, the form of which is attached as Exhibit G.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

“Completion of Construction” shall mean that the City has with respect to applicable Public Improvements accepted the respective Public Improvements and confirmed that Final Completion has been reached with respect to such Public Improvements.

“Completed Lots” means Fully Developed and Improved Lots for which (i) water, sanitary sewer, drainage and roads have been extended, and (ii) the City has authorized that a building permit may be obtained for construction on each lot.

“Concept Plan” means the concept plan attached hereto as Exhibit J.

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP(s).

“Delinquent Collection Costs” shall be defined in the SAP(s).

“Developer” means Meritage Homes of Texas, LLC, its successors and permitted assigns.

“Development” means the Stonehaven Development, a residential development to be developed and constructed on the Property pursuant to the City Regulations.

“Effective Date” means the date set forth in the first paragraph of this Agreement which shall be the earliest date on which (i) the Developer has executed this Agreement and (ii) the Agreement is approved by City Council in open session.

“End Buyer” means any developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

“Estimated Build Out Value” means the estimated value of an assessed property with fully constructed buildings, as provided by the Developer and confirmed by the City 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.

“Final Completion” means as the point in the construction of the project when the City determines that the project is 100% completed, including punch list work.

“Final Lot Value” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics where shut-down of residential construction or the manufacturing of supplies relating thereto has been ordered by a Governmental Authority; and (g) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (j) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

“Fully Developed and Improved Lot” means any lot in the Property, regardless of proposed use, intended to be served by the Public Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Dallas County, Texas.

“Governmental Authority” means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

“HOA” is defined in Section 10.01.

“HOA Maintenance Agreement” is defined in Section 10.01

“HOA Maintained Improvements” is defined in Section 10.01.

“Home or Property Buyer Disclosure Program” means the disclosure program, as set forth in a document in the form of Exhibit H that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

“Improvement Area” means an area of development of the Property that may consist of multiple phases. The Development will consist of three (3) Improvement Areas.

“Improvement Area A” means the first area of development in the PID, consisting of Phases 1 and 2 and approximately 304 lots, as depicted on Exhibit I.

“Improvement Area A Public Improvement Financing Date” means the date the City levies Assessments on Improvement Area A of the Property, such date to be no later than December 31, 2022 for Improvement Area A, which date may be extended by written agreement of the Parties.

“Improvement Area B” means the second area of development in the PID, consisting of Phases 3 and 4 and approximately 264 lots, as depicted on Exhibit I.

“Improvement Area B Public Improvement Financing Date” means the date the City levies Assessments on Improvement Area B of the Property, such date to be no later than one year after Completion of Construction of the Public Improvements in Improvement Area A, which date may be extended by written agreement of the parties.

“Improvement Area C” means the third area of development in the PID, consisting of Phases 5 and 6 and approximately 241 lots, as depicted on Exhibit I.

“Improvement Area C Public Improvement Financing Date” means the date the City levies Assessments on Improvement Area C of the Property, such date to be no one year after Completion of Construction of the Public Improvements in Improvement Area B, which date may be extended by written agreement of the Parties.

“Improvement Area Completion Date” means the date upon which the Public Improvements for each Improvement Area reaches Completion of Construction, such date to be no longer than four (4) years after Commencement of Construction for the Public Improvements in each Improvement Area subject to Force Majeure events.

“Phase Improvement Completion Date” means a date that is no later than twenty-four (24) months after Commencement of Construction for the Public Improvements funded for each PID Phase by each series of PID Bonds.

“Impact Fees” means all utility impact fees relating to the Public Improvements in each case assessed, imposed and collected by the City on the Property in accordance with the City Regulations adopted by the City, as may be revised or amended from time to time.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

“Indenture(s)” means the applicable trust indenture pursuant to which PID Bonds are issued.

“Landowner Consent” means a consent by the applicable owner(s) of the Property consenting to the formation of the PID and the levy of Assessments in the form attached hereto as Exhibit E.

“Net Bond Proceeds” means the proceeds of the PID Bonds issued pursuant to Sections 3.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the project fund for such bonds.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit F.

“PD” or “PD Zoning” means the Planned Development Zoning District ordinance approved by the City on September 20, 2021 as may be amended pursuant to City Regulations.

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

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Bonds” means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the reimbursement of the Public Improvement Project Costs.

“PID” means the Stonehaven Public Improvement District.

“PID Phase” means Phases 1 and 2 within Improvement Area A; Phases 3 and 4 within Improvement Area B; and Phases 5 and 6 within Improvement Area C as set forth in Exhibit I.

“Plans and Specifications” means the plans and specifications for Public Improvements approved by the City.

“Private Improvements” means these horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed in each Improvement Area to get to a Final Lot Value.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 246.965 acres of real property located within the City described in Exhibit A.

“Public Improvement Project Costs” means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit C, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit C.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

“Reimbursement Cap” means the total amount of reimbursement and/or payment to the Developer for the Public Improvement Project Costs from any source, including the proceeds of PID Bonds, or Assessment Revenues; such amount shall be no more than \$14,000,000. The Reimbursement Cap shall not include any costs paid by the City for oversizing of infrastructure, not paid from PID Bonds Proceeds or Assessments.

“Service and Assessment Plan” or “SAP” means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“Trustee” means the trustee under the Indenture.

“Waiver of Liens” means a complete, final and unconditional waiver of all liens with respect to the Public Improvements.

ARTICLE II

THE DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake the design, development and construction of the Public Improvements. The Development will consist of the following elements:

(i) Up to 809 single family homes to be constructed in three Improvement Areas:

A. Improvement Area A consisting of approximately 304 homes

- B. Improvement Area B consisting of approximately 264 homes; and
- C. Improvement Area C consisting of approximately 241 homes.

(ii) Amenities set forth in Exhibit K.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, the Development Regulations, the Concept Plan and Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

(d) The Developer shall construct or cause to be constructed, the Amenities as set forth in Exhibit K and such Amenities shall be owned by the Developer or the HOA and shall not be paid for or reimbursed by the City.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

The Developer intends to request the creation of the PID that in total, encompasses the Property, by submitting a petition to the City that contain a list of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petition shall also allow for the City's levy of Assessments for maintenance purposes and for administration of the PID. Upon receipt and acceptance of such petition, the City shall hold a public hearing to consider the creation of the PID in accordance with the PID Act. Developer has previously entered into professional services agreement that obligates Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be considered a cost payable from PID Bond Proceeds.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the Property) up to an aggregate principal amount of \$16,000,000 to reimburse the Public Improvements Project Costs. The Public Improvements to be constructed and reimbursed in connection with the PID Bonds are detailed in Exhibit C, which may be amended from time to time, and in the Service and Assessment Plan for the PID or any updates thereto. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to reimburse the Public Improvement Project Costs. Notwithstanding anything in this Agreement, the issuance of PID Bonds and the levy of Assessments is a discretionary governmental action by the City Council and subject to the City's approval and the

issuance of PID Bonds is also subject to market conditions at the time of issuance. The issuance of PID Bonds and the levy of Assessments is an action to be taken by a future City Council and such future City Council shall not be bound by the terms of this Agreement with respect to the issuance of PID Bonds and the levy of Assessments.

(b) The Developer shall complete all Public Improvements within each PID Phase in the PID and such Public Improvements shall be completed by the Public Improvement Completion Date.

(c) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$16,000,000.

(ii) The maximum "tax rate" for each Improvement Area, including the projected annual assessment, shall be no greater than \$3.02 per \$100 of assessed value at the time of the levy of the Assessment on each PID Improvement Area based on the Estimated Build Out Value of each parcel; such rate limit for each PID Improvement Area 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, as such ratios may be subject to waiver in favor of lower ratios by the City.

(iii) the total assessment value to lien ratio is at least 3:1 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 Improvement Area is at least 3:1 at the time of the issuance of PID Bonds for each PID Improvement Area; such values shall be confirmed by appraisal from licensed MAI appraiser.

(iv) The Developer or its Affiliates shall own all property within an Improvement Area of the PID prior to the levy of Assessments for such Improvement Area, or have otherwise complied with Section 3.04 herein.

(v) The Public Improvements and Private Improvements for the Improvement Area for which PID Bonds are being issued, must have reached Completion of Construction in compliance with City Regulations, the Development Standards and the Concept Plan.

(vi) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement;

(e) In no event shall the Developer be paid and/or reimbursed from PID Bond Proceeds or Assessment revenues for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap.

Section 3.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before the applicable Improvement Area Public Improvement Financing Date. The Assessments, if levied, are intended to be levied prior to Commencement of Construction of the Public Improvements in the applicable Improvement Area, but shall be levied, and a reimbursement agreement entered into, prior to the City's acceptance of the Public Improvements, subject to the City Council's discretion. At the time the Developer submits construction plans for each Improvement Area to the City, the City shall begin the process to levy the Assessments by the applicable Improvement Area Public Improvement Financing Date. At the time of such levy, the City intends to enter into a Reimbursement Agreement with the Developer for the applicable Improvement Area. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act. The City shall remit the draft Service and Assessment Plan or any amendment thereto to the Developer for review at least two (2) weeks prior to its consideration by City Council.

(b) Concurrently with the levy of the Assessments on each Improvement Area, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit E for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Dallas County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 3.04. Transfer of Property. Other than the sale of the Property to the Developer, notwithstanding anything to the contrary contained herein, no sale of property within an Improvement Area of the PID shall occur prior to the City's levy of Assessments in such of the PID unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form acceptable to the City with respect to the purchased property. In addition, evidence of any transfer of Property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE IV

DEVELOPMENT

Section 4.01. Full Compliance with City Standards.

Development and use of the Property by Developer and its Affiliates, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the then current applicable City Regulations, the Development Standards and with the Concept Plan.

Section 4.02. Development Standards and Planned Development. As consideration for the City's obligations under this Agreement and in consideration for the reimbursement of the Public Improvement Project Costs, the Developer agrees that its development and use of the Property, including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the City Regulations, the Development Standards, the Concept Plan and the PD attached as Exhibit B. Any changes to the PD, the Concept Plan or the Development Standards attached hereto must be approved by the City. Upon approval by the City of an updated PD, Concept Plan or Development Standards, this Agreement shall be deemed amended to include such approved updated PD.

Section 4.03. Property Acquisition. With the exception of the acquisition of easement rights as set forth in Article VI hereof, the Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City's approval prior to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements, such approval not to be unreasonably withheld, conditioned or delayed.

Section 4.04. Zoning of Property. The Developer consents and agrees to the zoning of the Property pursuant to the planned development process and that such zoning shall be consistent with the PD set forth in Exhibit B.

Section 4.05. Conflicts. In the event of any conflict between this Agreement and any City Regulation, the City Regulations shall control.

Section 4.06. Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in conformance with City Regulations, the Concept Plan, the Development Standards and the PID and may require a prepayment of Assessments as set forth in the applicable SAP.

ARTICLE V

DEVELOPMENT CHARGES

Section 5.01. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 5.02. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 5.03. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 5.04. Impact Fees. The City does not currently impose or assess any impact fees on properties within its municipal boundaries or extraterritorial jurisdiction. For the term of this Agreement, the Property shall not be required to pay any water, wastewater or roadway impact fees that may hereinafter be adopted by the City.

Section 5.05. Park Fees. The park, open space and Amenities set forth in the PD and in Exhibit K shall satisfy any requirement for parkland or open space dedication or park dedication or park development fees.

Section 5.06. PID Fees. The City does not currently impose any fees on developers for the creation of public improvement districts or issuance of assessment revenue bonds. For the term of this Agreement, the Developer shall not be required to pay any such fees that may hereinafter be adopted by the City. This Section 5.06 does not apply to payments made pursuant to the professional services agreement referenced in Section 3.01 herein or any bond costs of issuance that may be included with the issuance of PID Bonds.

ARTICLE VI

DEVELOPMENT SPECIFIC REQUIREMENTS

Section 6.01. Wastewater Extension. The Parties acknowledge that in order to provide wastewater treatment service to the Property, improvements and extensions to the City's wastewater system will be required.

Section 6.02. Acquisition of Easements. The City has acquired or is in the process of acquiring easements for the extension of wastewater treatment services to the Property. The City anticipates that it shall be required to exercise eminent domain on only two properties in order to provide adequate wastewater service to the Property. Such eminent domain has been authorized by the City Council. The costs of the acquisition of easements for wastewater service to the

Property shall be paid by the City. Notwithstanding any other provision in this Agreement, including Section 4.03, the Developer shall not be required to acquire any easements for the construction of the wastewater extension.

Section 6.03. Construction of Wastewater Extension. The Developer shall construct the infrastructure necessary to extent wastewater service to the Property and such construction shall be in compliance with the provisions of this Agreement and the City Regulations. Engineering and design of the wastewater service extension to the Property has been completed by the City at the City's cost.

Section 6.04. Oversizing of Wastewater Extension. The Developer shall oversize the wastewater line to the Property pursuant to the Northern Basin Interceptor study No. 3662-002 by Halff Associates, Inc. dated July 23, 2021. The City shall pay the portion of the linear feet of the wastewater pipe only, in excess of an 18" pipe. The City shall reimburse the Developer for its share of the cost of the wastewater pipe at the time the ownership of the wastewater line has been accepted by the City as a part of its water and wastewater system.

Section 6.05. Construction of Roadways. Developer agrees to begin the improvements to Lasater Road and Stark Road with the Commencement of Construction of Phase 1 of the Development. Developer further agrees to begin construction of the improvements to Simonds Road when the adjacent Phase of the Development begins Commencement of Construction.

ARTICLE VII

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 7.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations, the Development Standards, the Concept Plan and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements at 100%.

(d) Upon Completion of Construction of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to require the contractors and subcontractors which construct the Public Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company’s authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations, the Development Standards and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights necessary for the construction, operation, and maintenance of the road, water, drainage, and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 7.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer’s engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder. The Developer or its designee (Engineer) shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibit C, shall be paid by the Developer or caused to be paid by the Developer, and reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement or from the proceeds of PID Bonds issued to reimburse the Developer pursuant to a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

(i) Plans and specifications shall comply with all Applicable Law, the Development Standards and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to

the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.

(ii) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 7.03. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed substantially in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 7.04. Joint Cooperation; Access for Planning and Development.

During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

Section 7.05. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Site Plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 7.06. Construction Standards and Inspection.

The Public Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 7.07. Public Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 7.08. Public Improvement Constructed on City Land or the Property.

If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve

the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 7.09. Additional Requirements.

In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project, and shall provide the City with copies of any construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction

of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements and with City Regulations;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a material respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

Section 7.10. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit ___, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer shall be responsible for such excess costs and such excess costs shall not be reimbursed by the City. The City shall only reimburse the Public Improvement Project Costs in the amounts set forth in the applicable SAP.

Section 7.11. City Police Powers.

The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with applicable laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between

the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 7.12. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(i) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 7.13. City Consents.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 7.14. Right of the City to Make Inspection.

(a) At any time during the construction of the Public Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Sections 5.03, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after reasonable notice (other than in the case of an

emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 7.15. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

ARTICLE VIII

PAYMENT OF PUBLIC IMPROVEMENTS

Section 8.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for reimbursement of the Public Improvement Project Costs will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to reimburse the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of Actual Costs or the available Net PID Bond Proceeds or Assessment revenues, and shall be reimbursed solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the amounts assessed pursuant to a Service and Assessment Plan.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for

liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 8.02. Remaining Funds after Completion of a Public Improvement.

If, upon the Completion of Construction of a Public Improvement (or segment or stage thereof) and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to reimburse Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements for each PID Improvement Area and provided that all Public Improvements for such PID Improvement Area, as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Public Improvements in a PID Improvement Area as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Underruns from that category may be released to reimburse for Overruns in another improvement category, as approved by the City.

Section 8.03. Payment Process for Public Improvements.

(a) The City shall authorize reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in the PID as set forth in 8.04 below. The Developer shall submit a Payment Certificate to the City for Public Improvements that have reached Completion of Construction. The form of the Payment Certificate is set forth in Exhibit F, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Development Standards, the Concept Plan and Applicable Law, and compliance with the applicable SAP and Plans and Specifications. The City shall review each Payment Certificate within thirty (30) Business Days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the applicable Indenture or Reimbursement Agreement, and reimbursement shall be made to the Developer or its designee pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within forty-five (45) business days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within fifteen (15) Business Days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City

have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit C and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit G.

Section 8.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The reimbursement for costs of the Public Improvements set forth in Exhibit__ and in the Service and Assessments Plan shall be made on an annual basis from Assessments levied by the City for the Public Improvements pursuant to Chapter 372, Texas Local Government Code, as amended. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements. These Reimbursement Agreement obligations may, in the City's discretion, be reimbursed through the issuance of PID Bonds by the City once the parameters set forth in Section 3.02(d) can be met. The issuance of any PID Bonds to fund obligations under a Reimbursement Agreement is subject to the City's discretion and shall be determined by the City. In any event, the issuance of PID Bonds to Fund any obligations under a Reimbursement Agreement, if the City determines to issue such PID Bonds, shall occur no later than three (3) years after the Improvement Area C Public Improvement Financing Date or the City shall not issue such PID Bonds.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within the PID as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 8.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with

respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 2 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

Section 9.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this 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). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 9.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is an Arizona limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business

in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

ARTICLE X

MAINTENANCE OF LANDSCAPE IMPROVEMENTS

Section 10.01. Mandatory Home Owners' Association.

(a) The Developer will create a mandatory homeowners' association ("HOA") over the portion of the Property then being developed as single family homes ("the "Single Family

Property”), which HOA, through its conditions and restrictions filed of record in the property records of Dallas County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, trails, lawns, landscaped entrances to the Single Family Property and any other common improvements or appurtenances (the “HOA Maintained Improvements”). Maintenance of any HOA Maintained Improvements on land owned by the City shall be pursuant to a maintenance agreement between the HOA and the City (the “HOA Maintenance Agreement”).

(b) While the Parties anticipate that the HOA established to maintain and operate the HOA Maintained Improvements, will adequately perform such duties, in the event that the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the HOA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements that are owned by the City. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

(c) Covenants, conditions and restrictions for the HOA must be filed in each PID Improvement Area and the HOA Maintenance Agreement, if any, must be approved and executed before any Assessments are levied by the City.

(d) The covenants, conditions and restrictions for the HOA shall contain a covenant that mirrors the language of City Code Section 17.04.099 (pertaining to parking for longer than twenty-four hours) as it exists as of the Effective Date of this Agreement and as it may thereafter be amended by the City prior to recordation of the covenants, conditions and restrictions, such that a violation of such ordinance is also a violation of the HOA parking covenant.

ARTICLE XI

TERMINATION EVENTS

Section 11.01. Developer Termination Events.

(a) The Developer may terminate this Agreement as to an Improvement Area of Development if the City does not issue PID Bonds pursuant to the applicable Public Improvement Financing Date (i.e., the Improvement Area A Public Improvement Financing Date, the Improvement Area B Public Improvement Financing Date and the Improvement Area C Public Improvement Financing Date).

(b) Should the Developer not close on all of the Property by December 31, 2021, for whatever reason, the Developer may terminate this Agreement upon written notice to the City.

Section 11.02. City Termination Events.

(a) Subsequent to the issuance of the last building permit by the City within the Development, the City may terminate this Agreement.

(b) The City may terminate this Agreement and any Reimbursement Agreement with respect to the applicable PID Improvement Area and any remaining PID Improvement Area, upon an uncured Event of Default by the Developer pursuant to Article XIV herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements within the Development has not occurred within three (3) years of the Effective Date.

(d) The City may terminate this Agreement, with respect to any remaining PID Improvement Area, any Reimbursement Agreement, at any time if the Public Improvements in each PID Improvement Area do not reach the applicable Improvement Area Completion Date, as may have been extended pursuant to the terms of this Agreement.

(e) The City may terminate this Agreement, with respect to any remaining PID Improvement Area, any Reimbursement Agreement, at any time if the Public Improvements in each PID Phase do not reach the applicable Phase Completion Date, as may have been extended pursuant to the terms of this Agreement.

(f) Should the Developer not close on all of the Property by December 31, 2021, for whatever reason, the Developer may terminate this Agreement upon written notice to the Developer.

Section 11.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred. Provided, however, that as of the date of termination, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City, shall still be subject to reimbursement.

Section 11.04. City Actions Upon Termination.

Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement.

ARTICLE XII

TERM

This Agreement shall terminate upon the earlier of: (i) the issuance of the last building permit by the City within the Development (ii) an event of default under Article XIII, or (iii) the occurrence of a termination event under Article XI.

ARTICLE XIII

DEFAULT AND REMEDIES

Section 13.01. Developer Default.

Each of the following events shall be an “Event of Default” by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor’s rights;

(e) 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;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

Section 13.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 13.01(f) above). Except with respect to cure periods set forth in 13.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days subject.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 13.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this 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 Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, 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 this 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.

(b) 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.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 13.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the Developer to the City.

Section 13.05. Developer's Remedies.

(a) Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies specifically including damages as set forth below (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

(b) No remedy herein conferred or reserved is intended to be inclusive 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.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 13.06. No Waiver of Immunity.

(a) Nothing contained in this Agreement shall be deemed to waive the City's governmental immunity nor the official immunity of any City officer, official, employee or agent.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Parties hereby acknowledge and agree that in such suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

(ii) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;

(iii) The Parties may not recover attorney's fees; and

(iv) The Parties are not entitled to specific performance or injunctive relief against the City.

Section 13.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 13.08. Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE XIV

INSURANCE, INDEMNIFICATION AND RELEASE

Section 14.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$500,000 Per Occurrence or a limit equal to the amount of the contract amount, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(iv) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vi) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vii) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 14.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 14.03. Additional Insured Status.

With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 14.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written

notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 14.05. Carriers.

All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 14.06. INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF

THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

ARTICLE XV

GENERAL PROVISIONS

Section 15.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:	City Manager 702 N. Highway 175 Seagoville, Texas 75159 972-287-2050
With a copy to:	Attn: City Attorney Nichols, Jackson, Dillard, Hager & Smith, LLP 500 N. Akard, 1800 Ross Tower Dallas, Texas 75201 214-965-9900
To the Developer:	Attn: David Aughinbaugh Meritage Homes of Texas, LLC 8840 Cypress Waters Boulevard, Suite 100 Dallas, Texas 75019

972-580-6329

With a copy to: Attn: Ryan Hamilton
Meritage Homes Corporation
8800 E. Raintree Drive, Suite 300
Scottsdale, Arizona 85260
480-515-8089

Section 15.02. Make-Whole Provision.

(a) If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. Prior to issuance of any PID Bonds, the City’s financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

(b) If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City’s financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

Section 15.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property,

including construction of the Public Improvements may be assigned to (i) an Affiliate or (ii) Green Brick Partners or any Affiliate thereof without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to make any representations or execute any consent with respect to any assignment.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written Notice to the lender, not to be unreasonably withheld. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 15.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 15.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 15.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 15.07. Counterparts.

This Agreement 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.

Section 15.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 15.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 15.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 3.05. Subject to Section 15.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 15.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 15.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by

the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 15.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 15.14. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 15.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 15.16. No Consent to Third Party Financing.

The City does not and shall not consent to nor participate in any way in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 15.17. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 15.18. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 15.19. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 15.20. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 15.21. Recording Fees.

Any fees associated with the recording of documents in the real property records of Dallas County in order to give initial notice of the Assessments or made pursuant to the Act, shall be paid by the Developer. Ongoing recording in the real property records of Dallas County of updates to the Service and Assessment Plan shall be paid as an administrative expense of the PID.

Section 15.22. Anti-Boycott Verification.

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 Agreement is a contract for goods or services, will not boycott Israel during the term of this 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.

Section 15.23. Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. 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.

Section 15.24. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement

Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15.25. Petroleum.

To the extent this 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 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 does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. 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.

Section 15.26. Firearms.

To the extent this Purchase Contract 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 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.

Section 15.27. Further Verification. In addition to the verifications provided in Sections 15.24 and 15.25 above, if required by the Attorney General of Texas, the Developer agrees to provide to the City a stand-alone letter, in a form acceptable to the City, executed by its general counsel, a managing director, chief compliance officer, or other comparable officer acceptable to the City, providing further verification and confirmation of the Developer compliance with the matters set forth in Sections 15.24 and 15.25 above. Such letters shall be addressed directly to the City and the Attorney General of Texas.

Section 15.28. Conflict.

In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF SEAGOVILLE

By: 

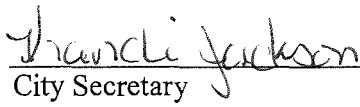
Name:

PATRICK STALLINGS

Title:

City Manager

ATTEST:


City Secretary

[SIGNATURES CONTINUE ON NEXT PAGE]

DEVELOPER

MERITAGE HOMES OF TEXAS, LLC,

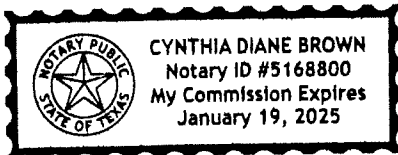
an Arizona limited liability company

By: [Signature]
Name: DAVID AUGUSTINBAUGH
Title: DIVISION VICE PRESIDENT
Date: 9-20-21

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared David Augustinbaugh known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the Division Vice President and duly authorized representative of MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of September, 2021.



Cynthia Diane Brown
Notary Public, State of Texas
My Commission Expires: 01/19/2025

EXHIBIT A

PROPERTY DESCRIPTION

TRACT 1

BEING A 222.432 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, PLAT RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 33.33 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", ALL OF A 22.000 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", ALL OF A 13.75 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", AND ALL OF AN 18.000 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", TO RICHARD JONES AND GARY JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800011184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A", TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF LOT 3 OF THE NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID 222.432 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE COMMON EAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE

NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

THENCE, ALONG THE NORTHWEST LINE OF SAID LOT ONE AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 51 DEGREES 51 MINUTES 50 SECONDS WEST, A DISTANCE OF 17.33 FEET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID LOT ONE, BLOCK ONE, AND ALONG THE COMMON LINES OF SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 0.690 ACRE EASEMENT;

NORTH 44 DEGREES 19 MINUTES 26 MINUTES, A DISTANCE OF 149.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 0.690 ACRE EASEMENT. SAID POINT BEING ON THE NORTHEAST LINE OF SAID LOT ONE AND THE COMMON SOUTHWEST LINE OF AFORESAID "TRACT 3";

THENCE, NORTH 45 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID LOT ONE, SAID 0.690 ACRE EASEMENT, AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT ONE, THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT, AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID "TRACT 3" AND THE COMMON NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, IN ALL, A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID

1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 3" AND AFORESAID "TRACT 4", AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 1339.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 4". SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT 4", AFORESAID "TRACT 2", AND AFORESAID "TRACT 1", AND WITH SAID SOUTHEAST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 2348.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID "TRACT 1" AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 1" AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND THE COMMON NORTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 225.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 2.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 2.000 ACRE TRACT. SAID POINT BEING ON THE AFORESAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE EASTERLY LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 3/4" IRON ROD FOUND FOR THE WEST CORNER OF SAID 1.012 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN ANN CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID 6.679 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, PASSING AT A

DISTANCE OF 89.58 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A TRACT OF LAND OCCUPIED BY SAID DENNIS WOLFORD AND JANIS WOLFORD, (NO DEED RECORD FOUND), AND CONTINUING IN ALL, A TOTAL DISTANCE OF 558.43 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON WEST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE NORTH LINE OF SAID LOT 3, THE COMMON SOUTH LINE OF SAID OCCUPIED TRACT AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3 AND THE COMMON SOUTHEAST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID E. SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, THE EAST LINE OF SAID LOT 3 AND SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID LOT 3 AND A COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2 AND THE COMMON NORTH LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 41.27 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, A COMMON ANGLE POINT IN SAID 2.24 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, ALONG THE EASTERLY LINES OF SAID 25.486 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR THE WEST CORNER OF SAID 2.24 ACRE TRACT;

SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, AND AN ANGLE POINT IN SAID SOUTHWEST LINE OF SAID 2.83 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID 4.527 ACRE TRACT, A SOUTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT, AND THE COMMON NORTHEAST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 41.267 ACRE "TRACT

A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 0.886 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2163.03 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHWEST CORNER OF SAID 0.886 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 41.267 ACRE "TRACT A" TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

THENCE, ALONG THE SOUTHERLY LINES OF SAID LOT ONE, BLOCK ONE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT ONE AND THE COMMON NORTHWEST LINE OF SAID 0.46 ACRE TRACT, PASSING AT A DISTANCE OF 7.90 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 82.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF AFORESAID TEXAS POWER & LIGHT COMPANY TRACT, (NO RECORD DOCUMENT FOUND);

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 125.04 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID TEXAS POWER & LIGHT COMPANY TRACT;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 82.65 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 9,689,152 SQUARE FEET OR 222.432 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS,

AND BEING ALL OF A 1.098 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A 21.916 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP FOUND FOR THE WEST CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND AFORESAID 21.916 ACRE "TRACT B" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID 0.886 ACRE TRACT AND A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 2356.14 FEET TO A 1/2" IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF SAID 2.07 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 540.59 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 21.916 ACRE "TRACT B" TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF THE REMAINDER OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND WIFE, BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID REMAINDER 10.0 ACRE TRACT AND A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2" IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 129.052 ACRE TRACT;

THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND AFORESAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID 129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 992,774 SQUARE FEET OR 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), 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 FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

EXHIBIT B

PLANNED DEVELOPMENT ORDINANCE

[See attached]

EXHIBIT C

PUBLIC IMPROVEMENTS AND PROJECT COSTS

Costs are estimates and final costs of the Public Improvements shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.

	(OPC PHASES 1 & 2) IMPROVEMENT AREA 1		(OPC PHASES N1 & N2) IMPROVEMENT AREA 2		(OPC PHASES S1 & S2) IMPROVEMENT AREA 3				
DIVISION	RESIDENTIAL	MASTER	RESIDENTIAL	MASTER	RESIDENTIAL	MASTER	RESIDENTIAL	MASTER	TOTAL
A. EXCAVATION	\$ 1,540,071.00	\$ 1,003,838.00	\$ 1,477,401.00	\$ 2,424.00	\$ 1,530,182.00	\$ -	\$ 4,556,654.00	\$ 1,006,262.00	\$ 5,562,916.00
B. SANITARY SEWER SYSTEM	\$ 829,675.00	\$ 3,638,276.00	\$ 821,183.00	\$ 220,721.00	\$ 786,990.50	\$ -	\$ 2,437,848.50	\$ 3,858,997.00	\$ 6,296,845.50
C. STORM SEWER SYSTEM	\$ 1,187,536.00	\$ 1,843,273.00	\$ 747,217.00	\$ 333,378.00	\$ 673,415.00	\$ 732,225.00	\$ 2,608,168.00	\$ 2,908,876.00	\$ 5,517,044.00
D. WATER DISTRIBUTION SYSTEM	\$ 711,302.00	\$ 1,040,717.00	\$ 626,922.00	\$ -	\$ 582,261.00	\$ -	\$ 1,320,485.00	\$ 1,040,717.00	\$ 2,561,202.00
E. STREET PAVING	\$ 1,860,440.00	\$ 929,827.00	\$ 1,491,659.00	\$ 659,290.00	\$ 1,837,902.00	\$ 139,793.00	\$ 5,190,001.00	\$ 1,728,910.00	\$ 6,918,911.00
F. RETAINING WALLS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. MISCELLANEOUS ITEMS	\$ 30,540.00	\$ -	\$ 25,800.00	\$ -	\$ 24,600.00	\$ -	\$ 80,940.00	\$ -	\$ 80,940.00
H. LANDSCAPING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. DEVELOPMENT FEES	\$ 1,354,324.00	\$ 869,500.00	\$ 1,117,296.00	\$ 170,500.00	\$ 1,140,052.00	\$ 130,500.00	\$ 3,611,672.00	\$ 1,170,500.00	\$ 4,782,172.00
SUB - TOTAL	\$ 7,515,888.00	\$ 9,325,431.00	\$ 8,307,478.00	\$ 1,386,313.00	\$ 6,584,402.50	\$ 1,002,518.00	\$ 20,405,768.50	\$ 11,714,262.00	\$ 32,120,030.50
CONTINGENCIES (10%)	\$ 752,000.00	\$ 933,000.00	\$ 831,000.00	\$ 139,000.00	\$ 659,000.00	\$ 101,000.00	\$ 2,042,000.00	\$ 1,173,000.00	\$ 3,215,000.00
TOTAL	\$ 8,265,888.00	\$ 10,258,431.00	\$ 9,138,478.00	\$ 1,525,313.00	\$ 7,243,402.50	\$ 1,103,518.00	\$ 22,447,768.50	\$ 12,887,262.00	\$ 35,335,030.50
IMPROVEMENT AREA TOTALS	\$	\$ 18,524,319.00	\$	\$ 8,463,791.00	\$	\$ 8,346,920.50			

Exhibit C

EXHIBIT D
DEVELOPMENT STANDARDS

Residential Building Requirements:

- 80% masonry on all sides below the ceiling plate; above the ceiling plate can be cementitious.
- 4 unique architectural features per house, such as architectural pillars or posts, brick chimney on exterior wall, cast stone accents, covered front porches, dormers or gables, greater than 6:12 roof pitch, separate transom windows, variable roof pitches, shutters, masonry arches, mixed masonry material, coach lights, decorative attic or gable feature, decorative driveway (salt finish, exposed aggregate) or other features approved by the City.
- Home Owners Association shall be responsible for all open space maintenance (including landscaping and irrigation systems); screening walls and fences, parks, amenity center, and detention ponds.
- Screen walls to be a combination of six foot (6') high stained board on board cedar fence and ornamental metal fencing (at open spaces) on an interior road (Shannon); or six foot (6') 100% masonry/rock/stone on perimeter roads (Lasater, Stark and Simonds); all maintained by HOA.
- Detention ponds must have wrought iron surrounding them. Flow line areas do not require fencing.
- A minimum of three (3) elevations per floor plan. No elevation to be repeated no sooner than every 4th house.
- 6" concrete on all streets with 6" of lime stabilization and compliance with Geotech report; 51' Right-of-Way with 31' back of curb and No. 4 bar on 18" center at 4000 PSI.
- 4" concrete sidewalk, No. 3 Bar at 24" center on all residential streets required on both sides.
- All garages can only release onto residential streets and not onto collector roads, unless slip roads are utilized.
- For garage doors that face residential streets, the doors must be carriage style with accessories or modern style with decorative opaque windows.
- Fencing for housing lots must be six foot (6') high stained cedar fencing with three (3) rails and metal posts unless by open space areas which shall be a six foot (6') ornamental metal fence.

Trails:

- Hike and bike trails open (no screening) and 6' wide concrete trail, No. 3 Bar, 24" on center.
- Must comply with all landscape regulations (in the PD) and meet City landscape regulations.

EXHIBIT E

LANDOWNER CONSENT

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, an Arizona limited liability company, as the landowner (the “Landowner”) who collectively hold record title to all property located within the [_____ Public Improvement District] (the “PID”) created by the City of _____ pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, dated _____, 2021, including the Service and Assessment Plan and Assessment Rolls attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH IMPROVEMENT AREA]

Landowner hereby declare and confirm that they collectively hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Dallas County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 20__.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

_____, **LLC**,
an Arizona limited liability company

By:

By:

By: _____
Name: _____
Its

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____, as, an Arizona limited liability company on behalf of said company.

Notary Public, State of Texas

EXHIBIT F

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 _____, Texas, Special Assessment Revenue Bonds, Series 20__ (_____ Public Improvement District Project)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the _____, LLC an Arizona limited liability company (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund
from _____, N.A., (the “Trustee”), in the amount of _____
(\$ _____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the _____ 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 Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements 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 Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the _____ Public Improvement District and has no outstanding delinquencies for such Public 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 Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (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.

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost Public Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account

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 Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

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.

_____,
LLC, an Arizona limited liability company

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 Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account
\$ _____	\$ _____

CITY OF SEAGOVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, LP, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the _____ Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, 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 Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs 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 Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- c. X amount to Person or Account Y for Z goods or services.
- d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, LLC, an Arizona limited liability company

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account
\$ _____	\$ _____

CITY OF SEAGOVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT H

HOME BUYER DISCLOSURE PROGRAM

The Developer of _____ Public Improvement district (the “PID”) shall record notice of the PID in the appropriate land records for the Property. The Developer shall require in its contracts with builders within the PID that the builders provide notice to prospective homebuyers in accordance with the following minimum requirements:

2. Attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
6. If the homebuilders estimate monthly ownership costs, they must include special assessments in estimated property taxes.
7. Notify Settlement Companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows

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APPENDIX G

APPRAISAL

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Appraisal of Real Property

Stonehaven Public Improvement District
Improvement Area #1 (IA#1) and Improvement Area #2 (IA#2)
South corner of Lasater Road and Stark Road
Seagoville, Dallas County, Texas 75159

Prepared For:
FMSbonds, Inc.

Date of the Report:
April 11, 2025

Report Format:
Appraisal Report

IRR - Dallas
File Number: 191-2025-0224



Subject Photographs



Stonehaven Public Improvement District
South corner of Lasater Road and Stark Road
Seagoville, Texas

Aerial Photograph





April 11, 2025

Mr. R.R. "Tripp" Davenport, III
Director
FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, TX 75034

SUBJECT: Market Value Appraisal
 Stonehaven Public Improvement District
 South corner of Lasater Road and Stark Road
 Seagoville, Dallas County, Texas 75159
 IRR - Dallas File No. 191-2025-0224

Dear Mr. Davenport:

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 date of the appraisal. The following opinions of value are provided:

- As is cumulative market value of Improvement Area #1 (IA#1) as of the effective date of the appraisal, March 17, 2025
- Prospective cumulative market value of Improvement Area #2 (IA#2) as of the effective date of the appraisal, September 1, 2025

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 of Seagoville 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 of this report is Improvement Area #1 (IA#1) and Improvement Area #2 (IA#2) of the Stonehaven Public Improvement District (PID). Stonehaven PID is a master planned community that is to eventually include approximately 809 single-family homes within three separate improvement areas. IA#1 consists of Phases 1 and 2 which were completed in 2024 with 304 (50' x 110') single family lots on a total of 68.784 gross acres. It is noted that IA#1 is mostly developed with single family homes as of the effective date. IA#2 consists of Phases 3 and 5 with Phase 3 almost complete (projected completion April 25, 2025) and Phase 5 in the early stage of development (projected completion September 1, 2025). These two combined phases will consist of 279 (50' x 110') single family lots on a total of 98.524 gross acres and will be valued as of September 1, 2025. The entire PID is zoned under a Planned Development Agreement with the city of Seagoville with all three improvement areas restricted to single family development only.

The unit mix for the subject follows:

Name of Development					
Area/Phase	Density		Typical Lot Dimensions		Expected
	Acres	Per Acre	50' x 110'	Total Lots	Completion Date
IA#1/Phases 1 & 2	68.910	4.4	304	304	Complete
IA#2/Phase 3	58.081	2.7	156	156	April 25, 2025
IA#2/Phase 5	40.443	3.0	123	123	September 1, 2025

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			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Cumulative Market Value As Is (IA#1)	Fee Simple	March 17, 2025	\$20,216,000
Prospective Cumulative Market Value As If Complete (IA#2)	Fee Simple	September 1, 2025	\$19,181,250

***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.**



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 LJAEngineers, Inc. (engineering/surveyors), Meritage Homes (developer/owner), the city of Seagoville, and the Dallas Central Appraisal District is assumed to be correct.
2. A portion of 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 for IA#2 assumes that the proposed improvements are completed in accordance with plans and specifications as of September 1, 2025, the effective appraisal date.
4. A 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. It is noted that home construction has started on the majority of developed lots in IA#1 valued herein. However, at your specific request, we have valued all of the lots in IA#1 as if vacant.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

An opinion of value expressed in this report is 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.



Mr. R.R. "Tripp" Davenport, III
FMSbonds, Inc.
April 11, 2025
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



Ernest E. Gatewood, III
Senior Director
Certified General Real Estate Appraiser
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Jimmy H. Jackson, MAI
Senior Managing Director
Certified General Real Estate Appraiser
Texas Certificate # TX 1324004-G
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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	Stonehaven Public Improvement District		
Address/Location	South corner of Lasater Road and Stark Road Seagoville, Dallas County, Texas 75159		
Property Type	Existing and Proposed Subdivision - Finished SFR Lots		
Owner of Record	Meritage Homes and GRBK Edgewood LLC and numerous others		
Tax ID	65054142010100000, 65054142010110000, and 65054142010120000 and numerous others		
School District	Dallas ISD		
Land Area - IA#1	68.784 acres; 2,996,231 SF		
Land Area - IA#2	84.409 acres; 3,676,856 SF		
Typical Lot Size	0.126 acres; 5,500 SF	50'x 110'	
Zoning Designation	PD 20-02-A1 (SF-5), Single Family		
Highest and Best Use	Single-family residential use		
Exposure Time; Marketing Period	6 - 12 months; 6 - 12 months		
Effective Dates of the Appraisal	March 17, 2025	September 1, 2025	
Date of the Report	March 21, 2025		
Value Conclusions			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Cumulative Market Value As Is (IA#1)	Fee Simple	March 17, 2025	\$20,216,000
Prospective Cumulative Market Value As If Complete (IA#2)	Fee Simple	September 1, 2025	\$19,181,250
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.			

***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.**

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 LJAEngineers, Inc. (engineering/surveyors), Meritage Homes (developer/owner), the city of Seagoville, and the Dallas Central Appraisal District is assumed to be correct.
2. A portion of 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 for IA#2 assumes that the proposed improvements are completed in accordance with plans and specifications as of September 1, 2025, the effective appraisal date.
4. A 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. It is noted that home construction has started on the majority of developed lots in IA#1 valued herein. However, at your specific request, we have valued all of the lots in IA#1 as if vacant.

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
- Simple development plan
- Low cost of development
- The property is located in a fast-growing area.
- Easy access to major thoroughfares
- Close proximity to employment centers
- The property is located within a Public Improvement District.
- Increasing population base

Weaknesses

- Potential competition from other developments
- Land loss to floodplain
- Lack of support facilities in close proximity
- Large supply of vacant undeveloped land

Opportunities

- Profit from lot sales
- Profit from homebuilding
- Demand for new housing remains relatively strong

Threats

- Continued potential economic downturn/inflation pressures testing the U.S. and local economies
 - In light of the progress on inflation and the balance of risks, at the January 2025 Federal Open Market Committee (FOMC) meeting, the Federal Reserve left the federal funds rate unchanged at 4 1/4 percent pausing the interest-rate-cutting cycle that started in September 2024. The Committee will continue to take into account a wide range of information including readings on labor market conditions, inflation pressures, inflation expectations, and financial and international developments. The Committee is strongly committed to supporting maximum employment and returning inflation to its 2 percent objective and will continue to monitor the implications of incoming information for the economic outlook. As such, depending on inflation factors/unemployment figures, there could still be emerging pressure on lending interest rates.
-

Identification of the Appraisal Problem

Subject Description

The subject of this report is Improvement Area #1 (IA#1) and Improvement Area #2 (IA#2) of the Stonehaven Public Improvement District (PID). Stonehaven PID is a master planned community that is to eventually include approximately 809 single-family homes within three separate improvement areas. IA#1 consists of Phases 1 and 2 which were completed in 2024 with 304 (50' x 110') single family lots on a total of 68.784 gross acres. It is noted that IA#1 is mostly developed with single family homes as of the effective date. IA#2 consists of Phases 3 and 5 with Phase 3 almost complete (projected completion April 25, 2025) and Phase 5 in the early stage of development (projected completion September 1, 2025). These two combined phases will consist of 279 (50' x 110') single family lots on a total of 98.524 gross acres and will be valued as of September 1, 2025. The entire PID is zoned under a Planned Development Agreement with the city of Seagoville with all three improvement areas restricted to single family development only.

A legal description of the property is provided in the addenda.

Property Identification	
Property Name	Stonehaven Public Improvement District
Address	South corner of Lasater Road and Stark Road Seagoville, Texas 75159
Tax ID	65054142010100000, 65054142010110000, and 65054142010120000 and numerous others
Owner of Record	Meritage Homes and GRBK Edgewood LLC and numerous others

Sale History

The subject parcels were purchased as part of a larger site and the sales price was not disclosed. No known sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal dates.

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, the owners are homebuilders who are developing all of the homes on the subject's existing and proposed subject lots.

Appraisal Purpose

The purpose of the appraisal is to develop the following opinions of value:

- As is cumulative market value of Improvement Area #1 (IA#1) as of the effective date of the appraisal, March 17, 2025
- Prospective cumulative market value of Improvement Area #2 (IA#2) as of the effective date of the appraisal, September 1, 2025

The date of the report is April 11, 2025. The appraisal is valid only as of the stated effective 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

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

Appraisal Premise Definitions

The definitions of the appraisal premises applicable to this assignment are specified as follows.

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.²

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.

(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.³

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.⁴

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.

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

³ Compiled and summarized from several industry sources

⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

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 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 previously appraised the property that is the subject of this report for the current client. We have provided no other 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. However, we have valued Improvement Area #1.

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
Ernest Gatewood	On-site	March 17, 2025
Jimmy H. Jackson, MAI	None	N/A

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 located in North Central Texas. It is 871 square miles in size and has a population density of 3,036 persons per square mile.

Population

Dallas County has an estimated 2024 population of 2,645,240, which represents an average annual 0.3% increase over the 2020 census of 2,613,539. Dallas County added an average of 7,925 residents per year over the 2020-2024 period, but its annual growth rate lagged the Dallas MSA rate of 2.3%.

Looking forward, Dallas County's population is projected to increase at a 0.5% annual rate from 2024-2029, equivalent to the addition of an average of 14,508 residents per year. Dallas County's growth rate is expected to lag that of the Dallas MSA, which is projected to be 1.4%.

Population Trends

	Population			Compound Ann. % Chng	
	2020 Census	2024 Estimate	2029 Projection	2020 - 2024	2024 - 2029
Dallas County, TX	2,613,539	2,645,240	2,717,778	0.3%	0.5%
Dallas-Fort Worth-Arlington, TX Metro	7,637,387	8,365,633	8,960,094	2.3%	1.4%
Texas	29,145,505	31,245,372	33,006,956	1.8%	1.1%
USA	331,449,281	337,643,652	345,735,705	0.5%	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%

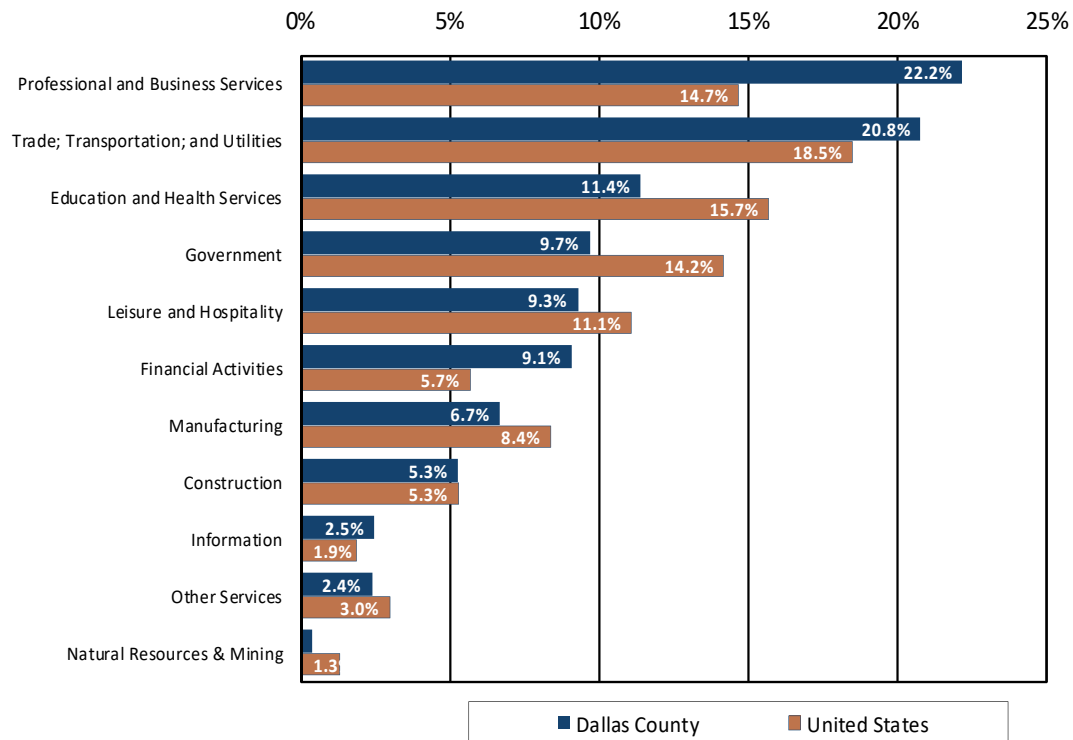
*Total employment data is as of June 2023.

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 the Dallas MSA 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				
	(\$,000s)		(\$,000s)	
Year	Dallas County	% Change	Dallas MSA	% Change
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

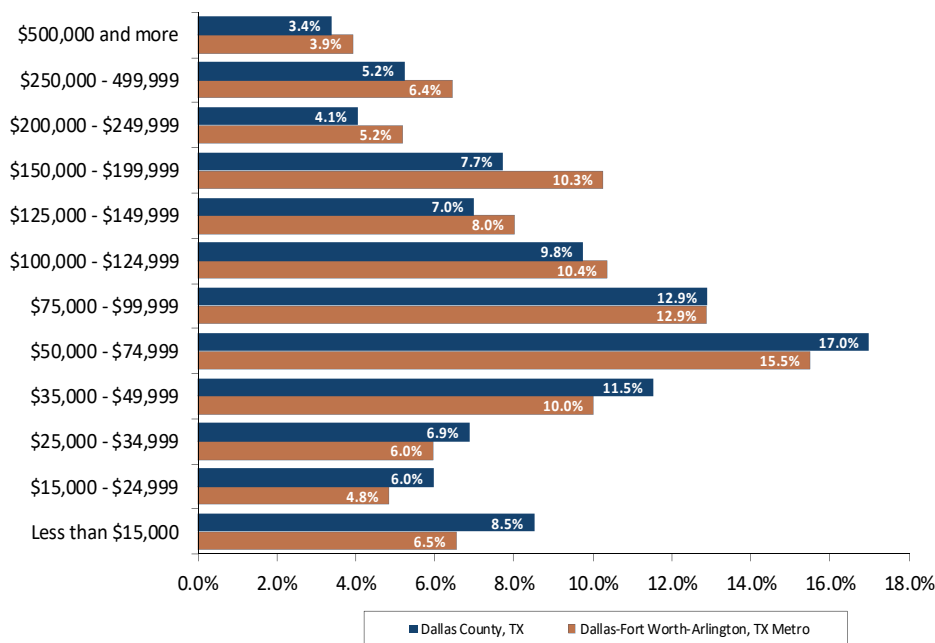
Dallas County has a lower level of household income than the Dallas MSA. Median household income for Dallas County is \$75,161, which is 14.7% less than the corresponding figure for the Dallas MSA.

Median Household Income - 2024

	Median
Dallas County, TX	\$75,161
Dallas-Fort Worth-Arlington, TX Metro	\$88,165
Comparison of Dallas County, TX to Dallas-Fort Worth-Arlington,	- 14.7%
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, 33% of Dallas County households are below the \$50,000 level in household income as compared to 27% of Dallas MSA households. A lesser concentration of households is apparent in the higher income levels, as 20% of Dallas County households are at the \$150,000 or greater levels in household income versus 26% of Dallas MSA households.

Household Income Distribution - 2024

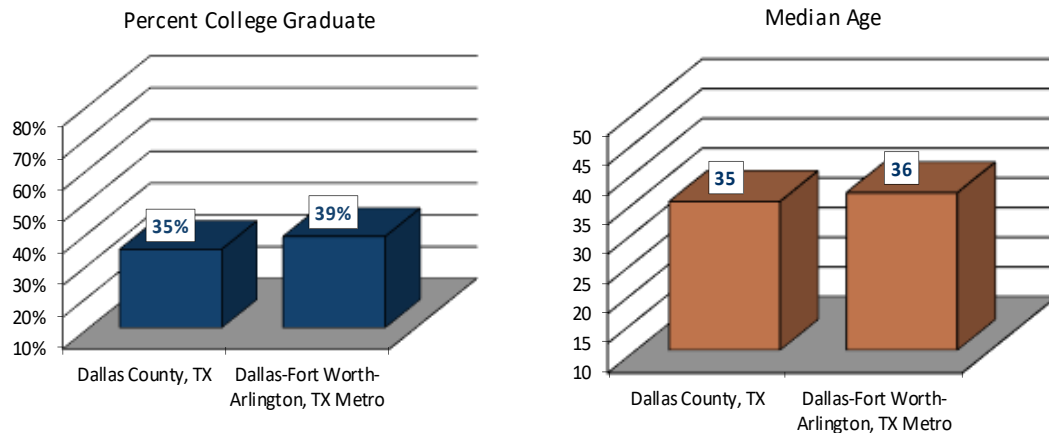


Source: Claritas

Education and Age

Residents of Dallas County have a lower level of educational attainment than those of the Dallas MSA. An estimated 35% of Dallas County residents are college graduates with four-year degrees, versus 39% of Dallas MSA residents. People in Dallas County are slightly younger than their Dallas MSA counterparts. The median age for Dallas County is 35 years, while the median age for the Dallas MSA is 36 years.

Education & Age - 2024

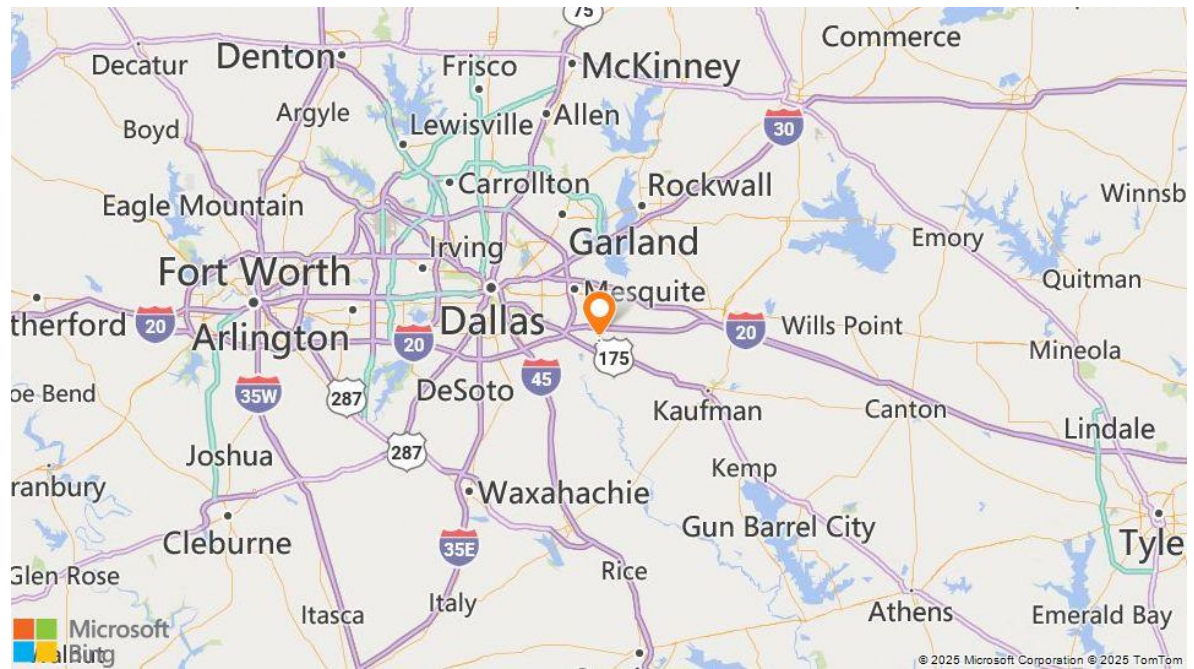


Source: Claritas

Conclusion

The Dallas County economy will be affected by a 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 southeast quadrant of Dallas County near the Kaufman County line. This area is generally delineated as follows:

Boundaries & Delineation	
Boundaries	
Market Area	Dallas-Fort Worth, TX
Submarket	Seagoville
Area Type	Suburban
Delineation	
North	IH-20
South	US-175
East	Dallas County Line
West	IH-635

A map identifying the location of the property follows this section.

Access and Linkages

Primary access to the area is provided by IH-635, a major arterial that loops the Dallas area. Access to the subject from IH-635 is provided by US-175, and travel time from the major arterial to the subject is less than five minutes. Overall, vehicular access is average.

Public transportation is not provided. The local market perceives public transportation as average compared to other areas in the region. However, the primary mode of transportation in this area is the automobile.

The D/FW International Airport is located about 45 miles from the property; travel time is about 50 minutes, depending on traffic conditions. The Dallas CBD, the economic and cultural center of the region, is approximately 25 miles from the property.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
	5-Minute Drive Time	10-Minute Drive Time	15-Minute Drive Time	Dallas County, TX	Dallas-Fort Worth-Arlington, TX Metro
2024 Estimates					
Population 2020	6,138	40,668	157,237	2,613,539	7,637,387
Population 2024	6,850	43,133	169,710	2,645,240	8,365,633
Population 2029	7,580	45,978	178,712	2,717,778	8,960,094
Compound % Change 2020-2024	2.8%	1.5%	1.9%	0.3%	2.3%
Compound % Change 2024-2029	2.0%	1.3%	1.0%	0.5%	1.4%
Households 2020	1,604	11,579	45,635	965,537	2,760,991
Households 2024	1,840	12,293	49,198	983,960	3,021,989
Households 2029	2,048	13,102	51,805	1,016,723	3,242,514
Compound % Change 2020-2024	3.5%	1.5%	1.9%	0.5%	2.3%
Compound % Change 2024-2029	2.2%	1.3%	1.0%	0.7%	1.4%
Median Household Income 2024	\$55,390	\$62,585	\$70,450	\$75,161	\$88,165
Average Household Size	3.7	3.5	3.4	2.7	2.7
College Graduate %	21%	13%	15%	35%	39%
Median Age	29	30	32	35	36
Owner Occupied %	80%	71%	69%	48%	59%
Renter Occupied %	20%	29%	31%	52%	41%
Median Owner Occupied Housing Value	\$150,495	\$216,291	\$261,504	\$338,811	\$395,602
Median Year Structure Built	2006	1998	1993	1982	1993
Average Travel Time to Work in Minutes	42	40	39	30	31
Source: Claritas					

As shown above, the current population within a 10-minute drive time of the subject is 43,133, and the average household size is 3.5. 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 10-minute drive time is projected to grow at a faster rate.

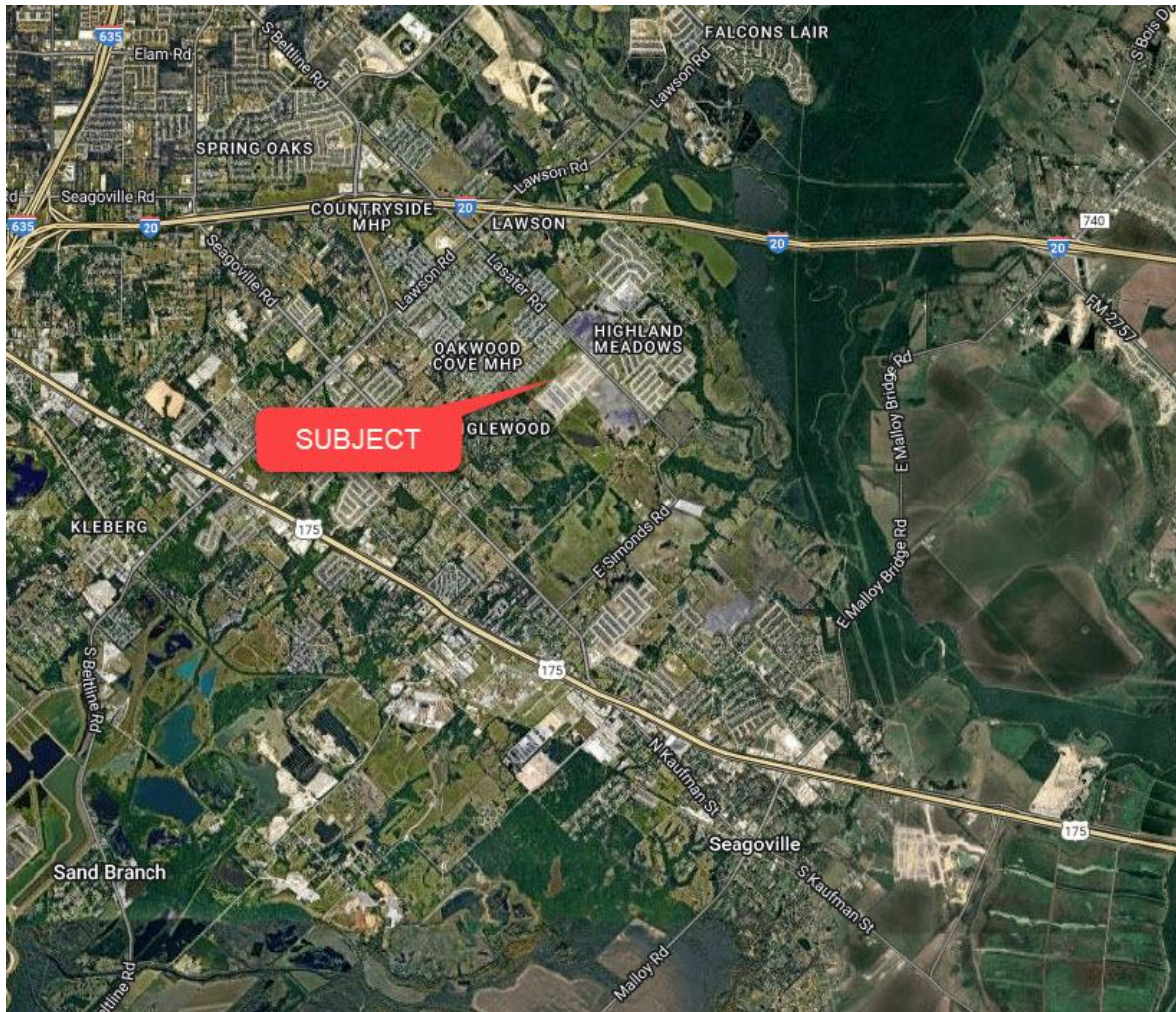
Median household income is \$62,585, which is lower than the household income for Dallas County. Residents within a 10-minute drive time have a considerably lower level of educational attainment than those of Dallas County, while median owner-occupied home values are considerably lower.

Land Use

In the immediate vicinity of the subject, predominant land uses are single family residential. Other land use characteristics are summarized as follows:

Immediate Surroundings

North	Single Family
South	Vacant Land
East	Single Family
West	Vacant Land



Development Activity and Trends

Over the past six years, there have been few retail development projects completed within the Seagoville city limits. The most recent were a 5,500 SF retail strip (2019) and 5,600 SF single-tenant property (2017) both located along US-175. The largest area retailer is Wal-Mart located at the northwest quadrant of US-175 and Malloy Bridge Road.

Recent area residential developments are discussed as follows:

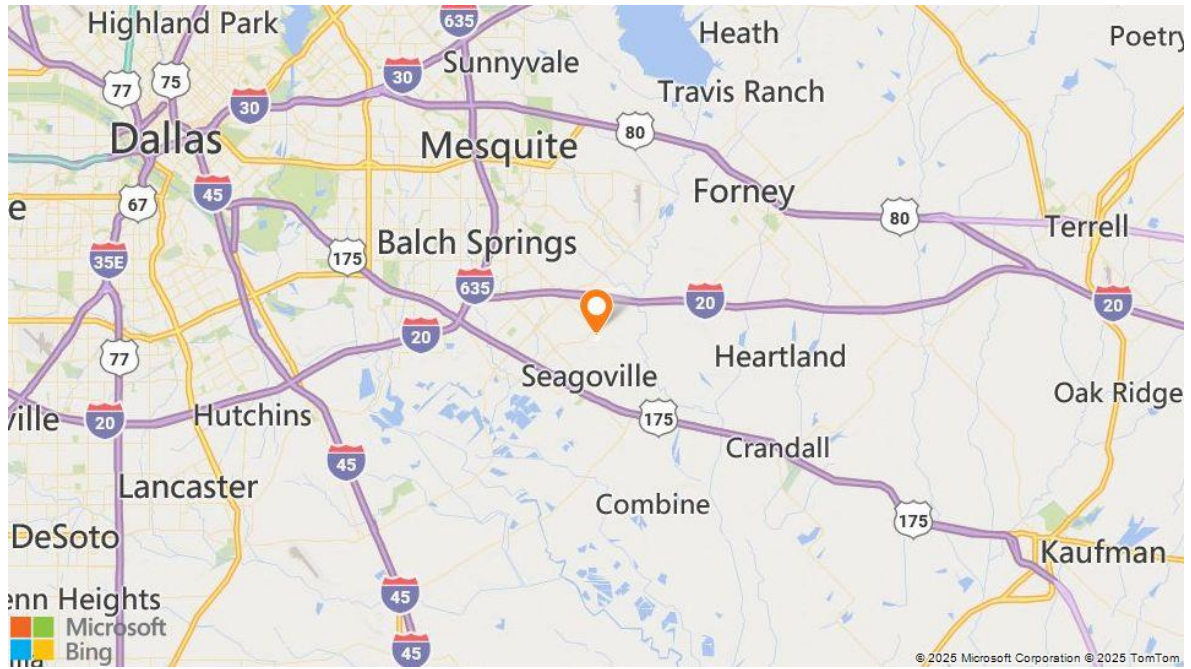
- **Seagoville Farms** – JMJ Development, one of the largest builders of luxury real-estate properties in the United States, began development in 2018 on an 89-acre project located along Seagoville Road and Myers Road platted as 378 single-family residential lots. The affordable single-family development is being built in three phases consisting of 50', 60', and 70' lots.
- **Santorini** – A 597± acre, mixed use development by Megatel Homes is located in Seagoville, just within Kaufman County limits. The development also includes an amenity center that is budgeted at \$50,000,000 with a 2.3-acre water surface lagoon, sand beaches, water slides, splash park, swim-up bar. The improvements also include a 50,000± square foot air-conditioned recreational center with concert venue, two restaurants, 16 lane bowling alley, arcade/teen center, fitness center, senior activity programming, indoor playground, shuffleboard and bocce ball court, and an outdoor stage/entertainment area. The multi-phase development includes 40' and 50' lots with a total of 1,938 single-family homes. Santorini will also have two multi-family tracts along US-175 as well as a commercial sector. The lagoon and amenity center are scheduled to be completed by the first quarter of 2025.
- **Cartwright Ranch** – is a mixed-use development containing a gross land area of approximately 1,326.6 gross acres located within the Crandall ETJ, Kaufman County, Texas. The project is projected to contain a total of 3,975 single-family lots with three typical lot frontages/sizes (40' x 110', 40' x 115', 50' x 115', and 60' x 115') that are currently under development. The initial development will consist of Phases 1A, 1B, and 1C and contain 664 single-family lots on 139.0 acres.
- **Clements Ranch** – is a 247-acre residential development nestled between Highway 80 and the shores of Lake Ray Hubbard in Forney. The project contains a total of 1,021 single-family lots with total build-out occurring in 2023.
- **Devonshire** is a 925-acre master planned development located on the north side of Forney off Ranch Road. The community offers several amenities including an amenity center with air-conditioned space and a pool overlooking a greenbelt, as well a scenic water features, extensive hike and bike trails, and a new on-site elementary school. This community will eventually have a total of 4,882 residential lots.

- **Gateway Parks** is a 540-acre portion of the larger 2,000-acre Gateway mixed-use development located on US- 80, just east of Forney which is a master planned community that will include retail, commercial, light industrial, medical, hotel, office, and entertainment development uses. “Gateway Parks” will eventually contain 2,087 residential lots. Legacy Gateway, a 336-unit multifamily community is currently under within Gateway. Initial occupancy began in Summer 2024, with completion of the 14-acre site slated for Spring 2025.
- **Heartland** is a multiphase residential development located south of IH-20 at FM-741 in an unincorporated area of Kaufman County near the community of Forney, Texas. Eventually this development will contain approximately 7,852 single-family lots with home prices ranging from \$300,000 to \$575,000. The developer was a partnership of James Mabrey, Hillwood Development Corporation, and Huffines Communities.
- **Wildcat Ranch** is located just outside of Crandall, north of US-175. This 903-acre project will eventually contain 2,818 residential lots. The community includes several comprehensive amenity complexes, generous open space and a broad entry boulevard as well as a newly constructed state-of-the-art elementary school.
- **Crossroads at Terrell** – is a 255-acre, 600,000 SF major power center at the junction of IH-20, SH-34, and Spur 557 off US-80. The development is being built in phases and includes mixed-use office, retail, hotel, service, and apartments. The Schulman Theatres’ 74,000 square foot Film Alley Movie Entertainment Center at Oakridge Investment’s Crossroads at Terrell development is now open. This multi-venue concept includes 8 full-service dine-in auditoriums including one being Premium Large Format, 24 lanes of family and boutique bowling, a state-of-the-art redemption arcade featuring Virtual Reality, 5S Rock Bar & Grill with full-service dining, and private party rooms. Film Alley is directly across FM-148 from the wildly successful Buc-ee’s Travel Plaza. The retail momentum at the Crossroads at Terrell has spurred the opening of Academy Sports and Outdoors, Chick-Fil-A, Freddy’s Frozen Custard, Taco Bueno, Panda Express, Chili’s, Chipotle, Chiangmai Thai, Hobby Lobby, Ross, Marshall’s, Burkes Outlet, Petco, Ulta, Five Below, Famous Footwear, Rack Room Shoes, GoWireless by Verizon, Sport Clips, Upscale Nails & Spa and Spec’s Wine, Spirits & Finer Foods. The development has had a significant impact on the immediate area.

Outlook and Conclusions

The area is in the growth stage of its life cycle. We anticipate that property values will increase in the near future.

Surrounding Area Map

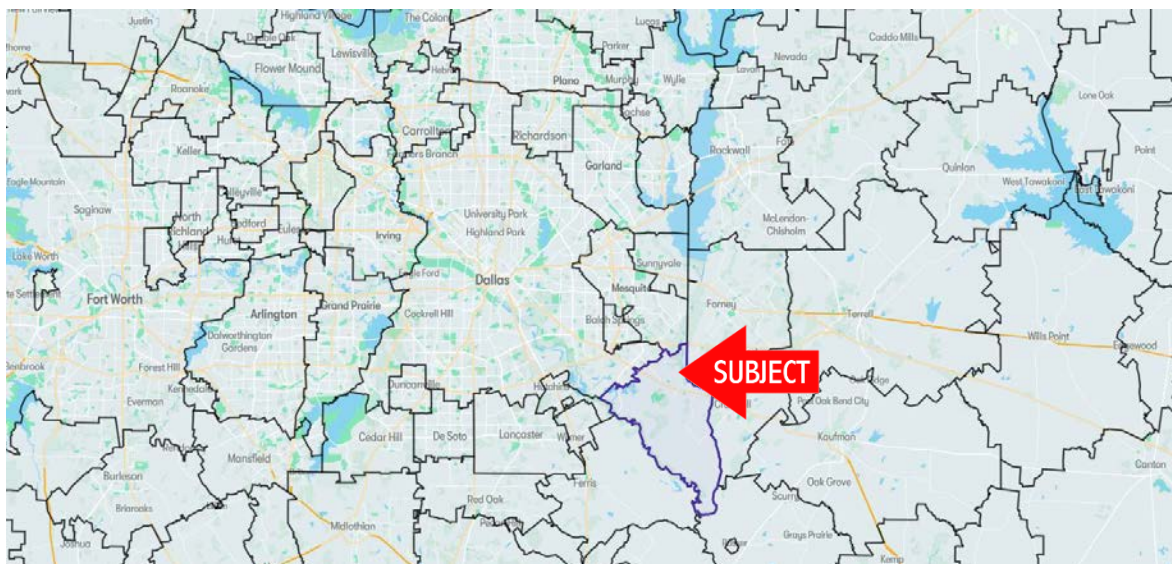


Residential Analysis

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, IA#1 has been developed and IA#2 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 or recently completed subdivisions. Furthermore, 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 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 Seagoville in Dallas County and is within the Dallas Independent School District. Therefore, data obtained from Zonda as of Fourth Quarter 2024 for the defined area of "City of Seagoville", as shown in the following map, will be analyzed with a summary of the details following.

Defined Submarket Map Area – City of Seagoville



Following is a chart provided by Zonda summarizing the historical home/lot absorption from the past several years for the defined submarket area:

Historical Housing Chart

	<u>4Q 2020</u>	<u>4Q 2021</u>	<u>4Q 2022</u>	<u>4Q 2023</u>	<u>4Q 2024</u>	<u>YOY Change</u>
Vacant Developed Lots	317	150	29	27	783	2800.00%
Quarterly Starts	56	81	49	2	158	
Annual Starts	202	236	114	25	273	

Defined Submarket Area

As shown in the chart on the previous page, the absorption of homes/lots within the submarket area was stable in 2020 and 2021 before dropping dramatically in 2022 and 2023 due to the lack of available developed lots. However, a large number of lots were developed in 2024. According to Zonda, the submarket area absorbed the following total homes/lots from 2020 to 2024:

MetroStudy Analysis	Historical Absorption	
	Annual	
Year 1 (2020)	202	
Year 2 (2021)	236	
Year 3 (2022)	114	
Year 4 (2023)	25	
Past 12 Months (2024)	273	
Historical Annual Average	170	
Existing VDL	783	
Historical Absorption Average	170	
Past 12 Months	273	
Lot Supply (5.0± Year Historical)	4.6	Years Supply
Lot Supply (12 Months)	2.9	Years Supply

As can be seen, since 2020 (5.0 years), the annual average of homes/lots absorbed was 170 homes/lots. However, utilizing the more recent 12-month absorption of homes/lots, the number of homes/lots absorbed significantly decreases to 273 homes/lots in the submarket which is similar to that experienced in 2020 and 2021. Even so, according to Zonda, the existing supply of available housing is currently above ideal levels in the submarket. As discussed, the number of vacant developed lots in the submarket has substantially increased in 2024 due to the projected demand and lack of new supply, increasing from a low of only 27 in Fourth Quarter 2023 to its current level of 783 lots in Fourth Quarter 2024.

Based upon the Zonda absorption figures of the past 5.0 years, there is currently a 4.6±-year (783 lots ÷ 170 lots = 4.6±-years) total supply of existing lots available in the submarket. This total supply is considered to be far above the optimum lot supply levels of 2.0 to 2.5 years per Metrostudy/Zonda. However, when utilizing the more current 12-month absorption of 273 home/lots, the total supply of existing lots available in the subject's defined submarket decreases to only 2.9±-years (783 lots ÷ 273 lots/year = 2.9±-years), which is still slightly above the high end of optimum lot supply levels in the submarket, but closer to equilibrium.

Thus, the total lot supply within the subject's submarket is estimated to be between 2.9 ± -years to 4.6± years. Currently, this total lot supply is considered to be well above the optimum supply levels. It is noted that in the last two quarters of 2024 the market absorbed 224 lots due to the increasing demand which equates to an annual absorption of 448. At this absorption level the market only has a 1.7-year supply. Also, taking into consideration that new developments require a typical nine to 12-month construction period, with increasing demand and the current lot supply, it appears that additional lot product in the submarket is only marginally feasible at the current time.

Property Analysis

Land Description and Analysis

Location

The property is located on the south corner of Lasater Road and Stark Road.

Land Area

It is noted that IA#1 is completed as Phases 1 and 2. Phase 3 within IA #2 is in the final stage of development and Phase 5 within IA #2 is expected to be complete by September 2025. The following table summarizes the subject's land areas as well as the typical lot size.

Land Area Summary		
Tract/Lot Size	SF	Acres
IA#1	2,996,231	68.784
IA#2	4,291,705	98.524
50' Lots	5,500	0.126
Source: Engineering Report		

Shape and Dimensions

The sites are rectangular in shape, while site utility based on shape and dimensions is average.

Topography

The sites are 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.

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	48113CO545K
Date	July 7, 2014
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No

It is noted that portions of IA#2 are located in the flood hazard area. However, none of the developed lots are affected by flood loss.

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.

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	Lasater Road	Stark Road
Frontage Feet	1,515±	2,350±
Paving	Asphalt	Asphalt
Curbs	None	None
Sidewalks	None	None
Lanes	2 way, 1 lane each way	2 way, 1 lane each way
Direction of Traffic	Northeast/Southwest	Northwest/Southeast
Condition	Average	Average
Traffic Levels	Low	Low
Signals/Traffic Control	Stop sign	Stop sign
Access/Curb Cuts	None	None
Visibility	Average	Average

Utilities

Utilities available to the subject are summarized below.

Utilities	
Service	Provider
Water	Seagoville
Sewer	Seagoville

Zoning

The subject is within PD 20-02-1A, a planned development district that restrict the site to single family development within the guidelines of SF-5 (5,000 SF minimum lot size). The following table summarizes the applicable zoning requirements affecting the subject.

Zoning Summary	
Zoning Jurisdiction	City of Seagoville
Zoning Designation	PD 20-02-A1 (SF-5)
Description	Single Family
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	Single family residential

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 exhibits 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 single family residential. No other restrictions on development are apparent.

General Description - Stonehaven Public Improvement District

The subject of this report is Improvement Area #1 (IA#1) and Improvement Area #2 (IA#2) of the Stonehaven Public Improvement District (PID). Stonehaven PID is a master planned community that is to eventually include approximately 809 single-family homes within three separate improvement areas. IA#1 consists of Phases 1 and 2 which were completed in 2024 with 304 (50' x 110') single family lots on a total of 68.784 gross acres. It is noted that IA#1 is mostly developed with single family homes as of the effective date. IA#2 consists of Phases 3 and 5 with Phase 3 almost complete (projected completion April 25, 2025) and Phase 5 in the early stage of development (projected completion September 1, 2025). These two combined phases will consist of 279 (50' x 110') single family lots on a total of 98.524 gross acres and will be valued as of September 1, 2025. The entire PID is zoned under a Planned Development Agreement with the city of Seagoville with all three improvement areas restricted to single family development only.

Improvements include, or will include concrete streets with curbs and gutters, streetlights, landscaping, amenity center and an entry feature.

The Stonehaven Public Improvement District is summarized in the following exhibit:

Name of Development					
Area/Phase	Density		Typical Lot Dimensions		Expected
	Acres	Per Acre	50' x 110'	Total Lots	Completion Date
IA#1/Phases 1 & 2	68.910	4.4	304	304	Complete
IA#2/Phase 3	58.081	2.7	156	156	April 25, 2025
IA#2/Phase 5	40.443	3.0	123	123	September 1, 2025













Stonehaven Public Improvement District



Aerial Photograph



Flood Hazard Map

National Flood Hazard Layer FIRMette



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was reported on 3/28/2025 at 10:10 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Flood Hazard Map

National Flood Hazard Layer FIRMette



Legend

SEE REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, X, AEZ
- With BFE Depth Zone AE, AG, AH, VC, AF
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with average areas of less than one square mile Zone C
- Future Conditions 1% Annual Chance Flood Hazard Zone C
- Area with Reduced Flood Risk due to Levee, See Map Sheet Zone D
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- Area of Minimal Flood Hazard Zone E
- Effective 10 MPHs
- Area of Unconfined Flood Hazard Zone O

GENERAL FEATURES

- Channel, Outfall, or Storm Sewer
- Levee, Dike, or Roadwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance
- Water Surface Elevation
- Crossal Transition
- Base Flood Elevation (BFE)
- Limit of Study
- Jurisdiction Boundary
- Crossal Transition Boundary
- Profile Boundary
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps. It is the most accurate available. The base map shown complies with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFI web services provided by FEMA. This map was updated on 5/25/2024 to S10 F14 and does not reflect changes or amendments subsequent to this date and time. The NFI and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map coordinate data, community identification, FIRM panel number, and FIRM effective date. Map images for unmapped and unrefined areas are not to be used for regulatory purposes.



Allocation of Authorized Improvements

Based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City. budget for the Authorized Improvements is shown on Exhibit B.

A. Improvement Area #1 Improvements

Streets

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

Storm Drainage

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

Water

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

Soft Costs

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

B. Improvement Area #2 Improvements

Streets

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

Sanitary Sewer

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

Storm Drainage

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

Water

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

Soft Costs

Costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

EXHIBIT B – PROJECT COSTS

	Total	Privately Funded	Authorized Improvements	Improvement Area #1		Improvement Area #2	
				%	Cost	%	Cost
<i>Major Improvements</i> ^{[a], [b]}							
Streets	\$ 4,648,053	\$ 4,648,053	\$ -	0.00%	\$ -	0.00%	\$ -
Sanitary Sewer	6,943,100	6,943,100	-	0.00%	-	0.00%	-
Storm Drainage	2,065,099	2,065,099	-	0.00%	-	0.00%	-
Water	1,908,712	1,908,712	-	0.00%	-	0.00%	-
Soft Costs ^[c]	1,922,500	1,922,500	-	0.00%	-	0.00%	-
	\$ 17,487,464	\$ 17,487,464	\$ -		\$ -		\$ -
<i>Improvement Area #1 Improvements</i> ^[b]							
Streets	\$ 4,832,038	\$ -	\$ 4,832,038	100.00%	\$ 4,832,038	0.00%	\$ -
Sanitary Sewer	1,166,617	-	1,166,617	100.00%	1,166,617	0.00%	-
Storm Drainage	1,378,584	-	1,378,584	100.00%	1,378,584	0.00%	-
Water	1,357,083	-	1,357,083	100.00%	1,357,083	0.00%	-
Soft Costs ^[c]	873,500	-	873,500	100.00%	873,500	0.00%	-
	\$ 9,607,822	\$ -	\$ 9,607,822		\$ 9,607,822		\$ -
<i>Improvement Area #2 Improvements</i> ^[b]							
Streets	\$ 4,189,937	\$ -	\$ 4,189,937	0.00%	\$ -	100.00%	\$ 4,189,937
Sanitary Sewer	1,081,087	-	1,081,087	0.00%	-	100.00%	1,081,087
Storm Drainage	1,285,922	-	1,285,922	0.00%	-	100.00%	1,285,922
Water	1,213,571	-	1,213,571	0.00%	-	100.00%	1,213,571
Soft Costs ^[c]	777,500	-	777,500	0.00%	-	100.00%	777,500
	\$ 8,548,017	\$ -	\$ 8,548,017		\$ -		\$ 8,548,017
<i>Private Improvements</i> ^[d]							
Streets	\$ 3,208,541	\$ 3,208,541	\$ -	0.00%	\$ -	0.00%	\$ -
Sanitary Sewer	6,945,544	6,945,544	-	0.00%	-	0.00%	-
Storm Drainage	773,821	773,821	-	0.00%	-	0.00%	-
Water	1,908,712	1,908,712	-	0.00%	-	0.00%	-
Retaining Walls	1,352,970	1,352,970	-	0.00%	-	0.00%	-
Miscellaneous Items	241,273	241,273	-	0.00%	-	0.00%	-
Landscaping	3,678,700	3,678,700	-	0.00%	-	0.00%	-
Soft Costs ^[c]	1,811,500	1,811,500	-	0.00%	-	0.00%	-
	\$ 19,921,061	\$ 19,921,061	\$ -		\$ -		\$ -
<i>Bond Issuance Costs</i> ^[f]							
Debt Service Reserve Fund	\$ 981,787	\$ -	\$ 981,787		\$ 512,750		\$469,036.83
Underwriter's Discount	259,300	-	259,300		136,800		122,500
Underwriter's Counsel	129,650	-	129,650		68,400		61,250
Cost of Issuance	842,725	-	842,725		444,600		398,125
	\$ 2,213,462	\$ -	\$ 2,213,462		\$ 1,162,550		\$ 1,050,912
<i>Other Costs</i>							
Initial Deposit to Administrative Fund	\$ 80,000	\$ -	\$ 80,000		\$ 40,000		\$ 40,000
Initial Deposit to Prepayment and Delinquency Fund	20,000	-	20,000		10,000		10,000
	\$ 100,000	\$ -	\$ 100,000		\$ 50,000		\$ 50,000
Total	\$ 57,877,825	\$ 37,408,524	\$ 20,469,301		\$ 10,820,372		\$ 9,648,929

Footnotes:

[a] Major Improvements are to be privately funded by the Developer and are not reimburseable from Assessments or PID Bonds.

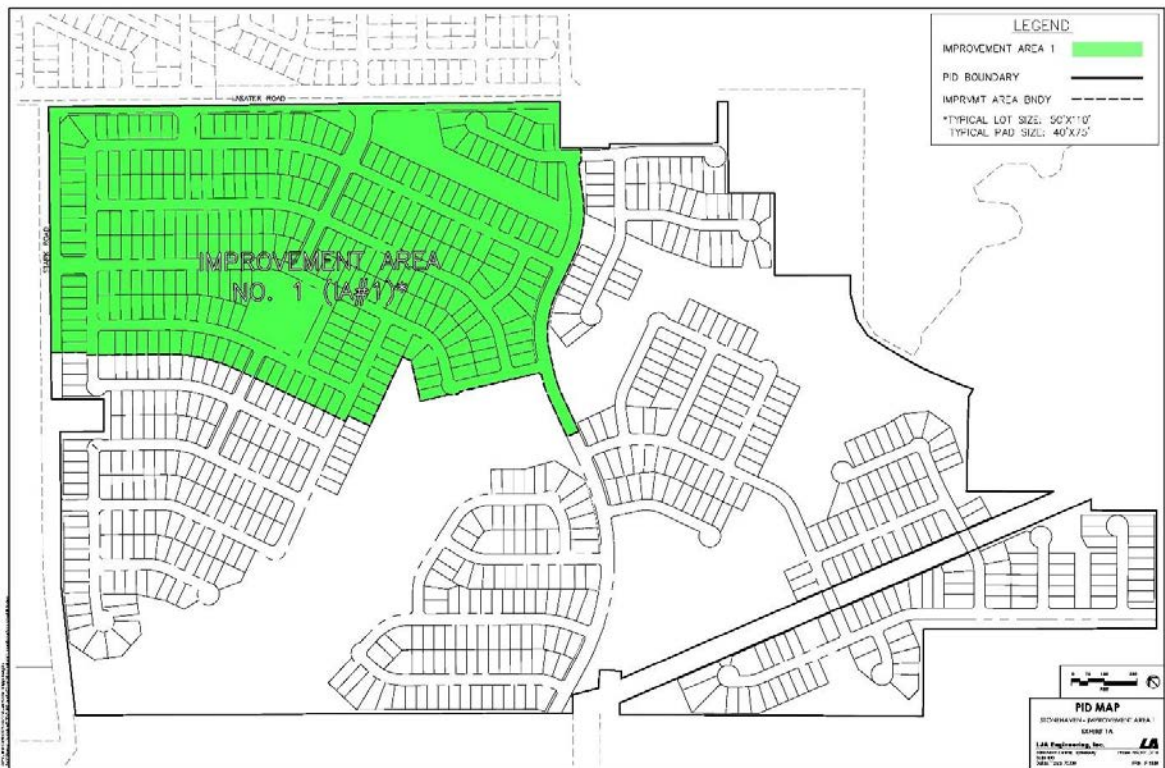
[b] Costs per Engineer's Report dated April 2023.

[c] Soft Costs include overall contingencies.

[d] Costs per Engineer's Report dated April 2024.

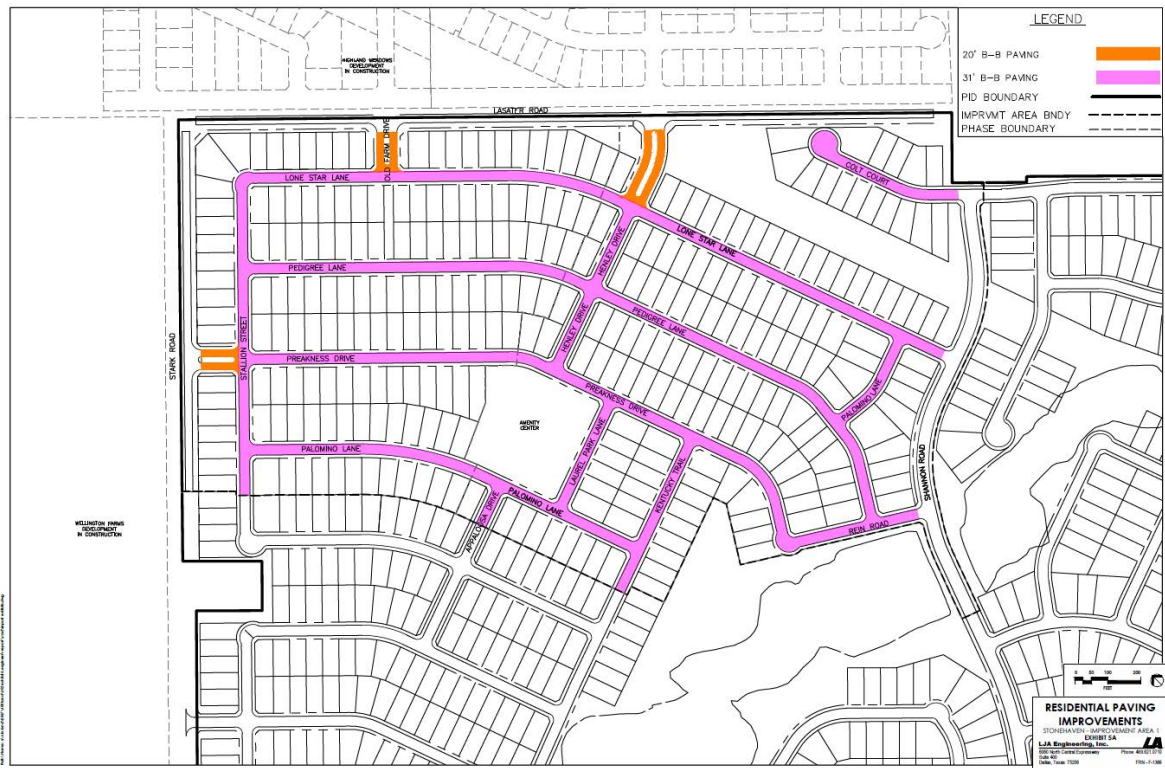
[e] Non-reimburseable to Developer from Assessments or PID Bonds.

[f] Bond Issuance Costs are estimates only and are subject to change at the time of issuance.

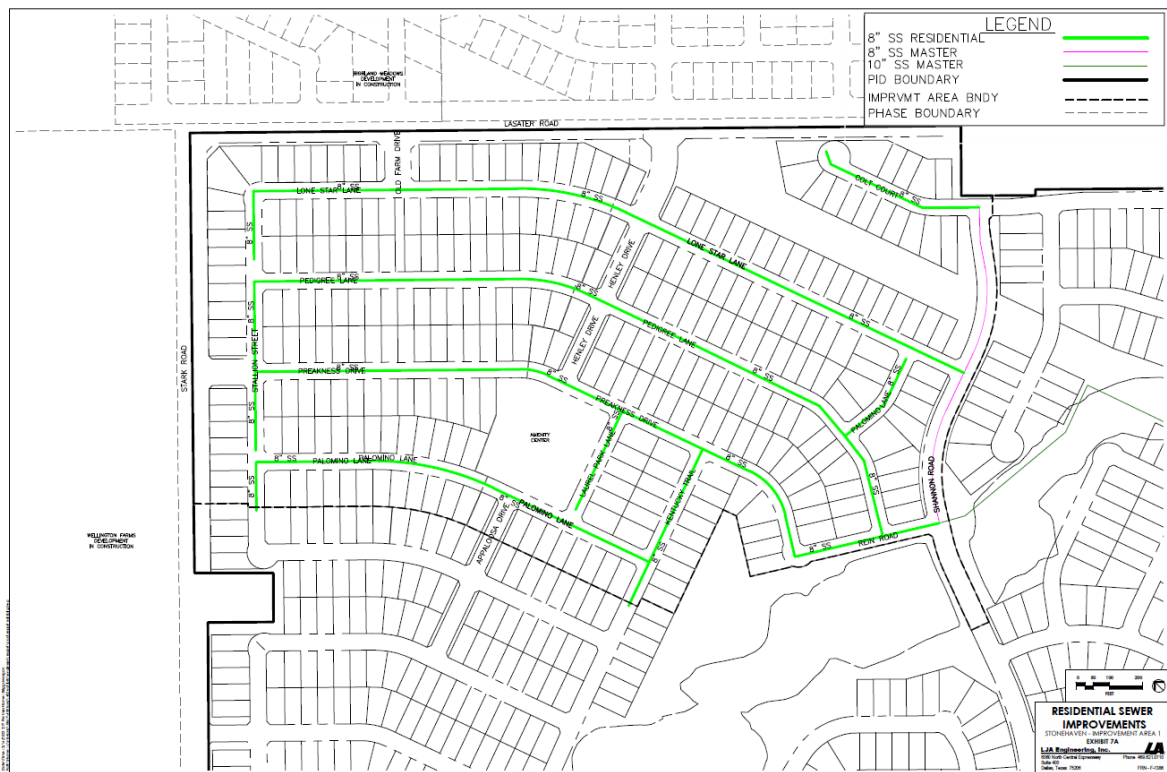
PID Exhibit – IA#1

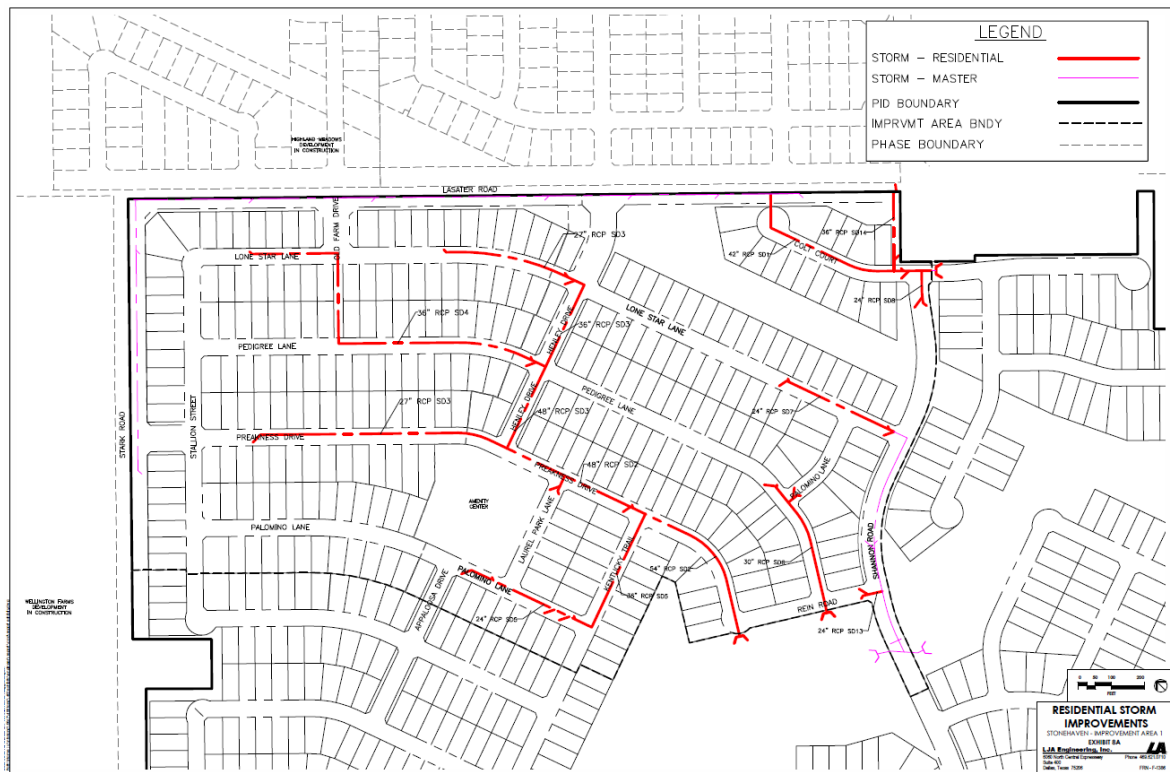
PID Exhibit – IA#2

Improvement Area #1 Improvements









Improvement Area #2 Improvements









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 for IA#2 only are shown in the following table.

Taxes and Assessments - 2024						
Tax ID	Assessed Value			Taxes and Assessments		
	Land	Improvements	Total	Tax Rate	Taxes	Total
50050050010010000	\$1,198,500	\$0	\$1,198,500	2.241262%	\$26,862	\$0
65054142010100000	\$275,000	\$0	\$275,000	2.241262%	\$6,163	\$0
65054142010120000	\$1,383,250	\$0	\$1,383,250	2.241262%	\$31,002	\$0
	\$2,856,750	\$0	\$2,856,750		\$64,027	\$0

IA#1 is currently assessed as developed lots and or homes within 304 individual tax accounts.

IA#2 is currently assessed as part of three accounts that total of 89.727 acres. The assessed value as vacant land is irrelevant.

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 PD 20-02-A1 (SF-5), Single Family. Permitted uses include single family residential. 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 only marginally 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 Improvement Area #1, 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, both IA#1 and IA#2 contain one lot size, being 50-feet in lot width. However, the IA#1 lots are complete and the Phase 3 lots in IA#2 are almost complete. Therefore, we have analyzed the IA1 lots and the Phase 3 lots in IA#2 with similar values, while the Phase 5 lots in IA#2 are valued as of September 1, 2025. The two valuation sections follow.

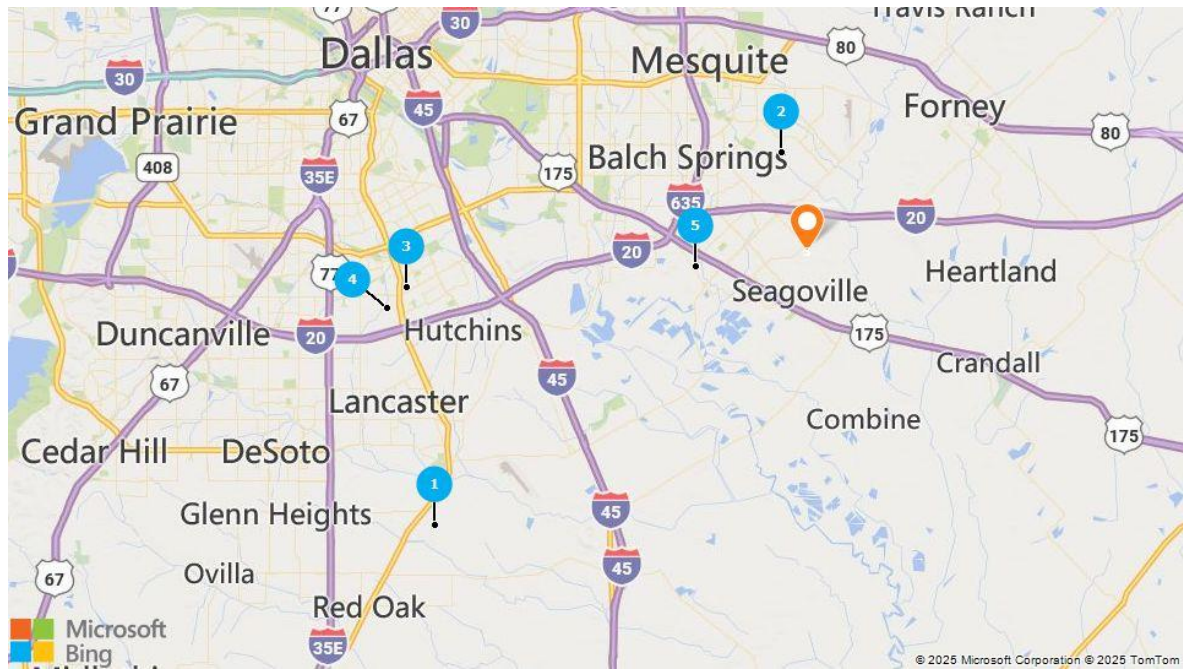
IA#1 Lots (50' x 110' = 5,500 SF)

To apply the sales comparison approach to the 50' lots in IA#1 and the Phase 3 of the IA#2 lots, the research focused on transactions within the following parameters:

- Location: General Market Area
- Size: 45' to 60' in Lot Width
- Use: Residential
- Transaction Date: Past 12 months or Pending

For this analysis, price per front foot 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 - IA#1 Lots								
No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Front Footage	Zoning	\$/Front Foot	\$/SF Land
1	Bear Creek Ranch, Phase 4 - 50' Lot Southeast corner of Loop 9 and E. Reindeer Road Lancaster ETJ Dallas County TX Comments: The subdivision is located within the Lancaster ISD. Project fronts the new Loop 9 (George Bush Turnpike) which is under construction.	Mar-24 Closed	\$59,000	6,000 0.14	50	PD (Planned Development)	\$1,180	\$9.83
2	Solterra, Phase 1D - 60' Lots North side of Acorn Creek Circle, east of Pantina Park Mesquite Dallas County TX Comments: Lots in this development are located within the Mesquite ISD and are within a public improvement district.	Mar-24 Closed	\$93,090	7,200 0.17	60	PD	\$1,552	\$12.93
3	Almeda Heights - 50' Lot East side of Kavasara Drive at Sylvia Street Dallas Dallas County TX Comments: This lot is located in an established subdivision. Lot is within the Dallas ISD. Seller was reported highly motivated.	Dec-24 Closed	\$65,000	5,150 0.12	50	R-7.5(A)	\$1,300	\$12.62
4	University Hills, Phase 1 - 50' Lot North side of East Wheatland Road, west of S. Lancaster Road Dallas Dallas County TX Comments: This represents the purchase of 550 lots by a major homebuilder. There are three lot types in the subdivision being 24' townhouse lots and , 40' and 50' standard lots. The subdivision is located within the Dallas ISD.	Jun-26 In-Contract	\$75,000	5,500 0.13	50	PD (Planned Development)	\$1,500	\$13.64
5	Garden Heights - 50' Lot Northwest side of Denmark Street, southwest of Silver Brook Road Dallas Dallas County TX Comments: This represents the purchase of a developed lot in an established subdivision by an individual. The subdivision is located within the Dallas ISD.	Aug-24 Closed	\$73,000	7,305 0.17	50	R-7.5	\$1,460	\$9.99
Subject Stonehaven Public Improvement District Seagoville, TX				5,500 0.13	50	PD 20-02-A1 (SF-5)		

Comparable Land Sales Map – IA#1 Lots and Phase 3 of IA#2 Lots



Sale 1
Bear Creek Ranch, Phase 4 - 50' Lot



Sale 2
Solterra, Phase 1D - 60' Lots



Sale 3
Alameda Heights - 50' Lot



Sale 4
University Hills, Phase 1 - 50' Lot



Sale 5
Garden Heights - 50' Lot

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 5-8% 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 or will take place from March 2024 to June 2026. 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.

Sales 1, 3, 4 and 5 are similar to the subject. No adjustments are necessary. Sale 2 is adjusted downward for superior 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.

Sales 1, 3 and 4 are similar to the subject and require no adjustment. Sales 2 and 5 are smaller than the subject, and downward adjustments are applied.

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 20-02-A1 (SF-5) - Single Family.

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 - IA#1 Lots						
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Name	Stonehaven Public Improvement District	Bear Creek Ranch, Phase 4 - 50' Lot	Solterra, Phase 1D - 60' Lots	Almeda Heights - 50' Lot	University Hills, Phase 1 - 50' Lot	Garden Heights - 50' Lot
Address	South corner of Lasater Road and Stark Road	Southeast corner of Loop 9 and E. Reindeer Road	North side of Acorn Creek Circle, east of Pantina Park	East side of Kavasas Drive at Sylvia Street	North side of East Wheatland Road, west of S. Lancaster Road	Northwest side of Denmark Street, southwest of Silver Brook Road
City	Seagoville	Lancaster ETJ	Mesquite	Dallas	Dallas	Dallas
County	Dallas	Dallas	Dallas	Dallas	Dallas	Dallas
State	Texas	TX	TX	TX	TX	TX
Sale Date		Mar-24	Mar-24	Dec-24	Jun-26	Aug-24
Sale Status		Closed	Closed	Closed	In-Contract	Closed
Sale Price		\$59,000	\$93,090	\$65,000	\$75,000	\$73,000
Square Feet	5,500	6,000	7,200	5,150	5,500	7,305
Number of Front Feet	50	50	60	50	50	50
Price per Front Foot		\$1,180	\$1,552	\$1,300	\$1,500	\$1,460
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		3/17/2025	Mar-24	Dec-24	Jun-26	Aug-24
Annual % Adjustment		7%	7%	2%	-8%	4%
Cumulative Adjusted Price		\$1,263	\$1,660	\$1,326	\$1,380	\$1,518
Property Adjustments						
Location		—	-10%	—	—	—
Access/Exposure		—	—	—	—	—
Size		—	-10%	—	—	-10%
Shape and Topography		—	—	—	—	—
Zoning		—	—	—	—	—
Net Property Adjustments (\$)		\$0	-\$332	\$0	\$0	-\$152
Net Property Adjustments (%)		0%	-20%	0%	0%	-10%
Final Adjusted Price		\$1,263	\$1,328	\$1,326	\$1,380	\$1,367
Range of Adjusted Prices		\$1,263 - \$1,380				
Average		\$1,333				
Indicated Value		\$1,330				

Land Value Conclusion – IA#1 Lots

Prior to adjustments, the sales reflect a range of \$1,180 - \$1,552 per front foot. After adjustment, the range is narrowed to \$1,263 - \$1,380 per front foot, with an average of \$1,333 per front foot. 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 Foot	\$1,330
Subject Front Feet	50
Indicated Value	\$66,500
Rounded	\$66,500

IA#2 Lots (50' x 110' = 5,500 SF)

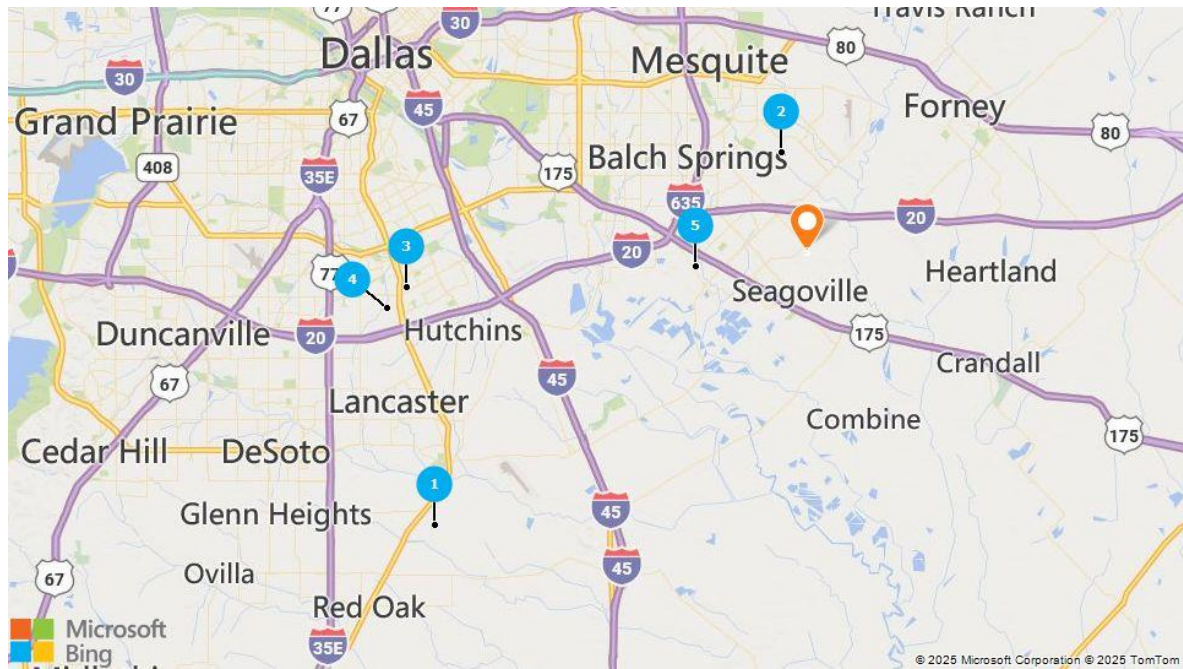
To apply the sales comparison approach to Phase 5 of the IA#2 Lots, the research focused on transactions within the following parameters:

- Location: General Market Area
- Size: 45' to 60' in Lot Width
- Use: Residential
- Transaction Date: Past 12 months or Pending

For this analysis, price per front foot is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - IA#2 Lots

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Front Footage	Zoning	\$/Front Foot	\$/SF Land
1	Bear Creek Ranch, Phase 4 - 50' Lot Southeast corner of Loop 9 and E. Reindeer Road Lancaster ETJ Dallas County TX <i>Comments: The subdivision is located within the Lancaster ISD. Project fronts the new Loop 9 (George Bush Turnpike) which is under construction.</i>	Mar-24 Closed	\$59,000	6,000 0.14	50	PD (Planned Development)	\$1,180	\$9.83
2	Solterra, Phase 1D - 60' Lots North side of Acorn Creek Circle, east of Pantina Park Mesquite Dallas County TX <i>Comments: Lots in this development are located within the Mesquite ISD and are within a public improvement district.</i>	Mar-24 Closed	\$93,090	7,200 0.17	60	PD	\$1,552	\$12.93
3	Almeda Heights - 50' Lot East side of Kavasara Drive at Sylvia Street Dallas Dallas County TX <i>Comments: This lot is located in an established subdivision. Lot is within the Dallas ISD. Seller was reported highly motivated.</i>	Dec-24 Closed	\$65,000	5,150 0.12	50	R-7.5(A)	\$1,300	\$12.62
4	University Hills, Phase 1 - 50' Lot North side of East Wheatland Road, west of S. Lancaster Road Dallas Dallas County TX <i>Comments: This represents the purchase of 550 lots by a major homebuilder. There are three lot types in the subdivision being 24' townhouse lots and , 40' and 50' standard lots. The subdivision is located within the Dallas ISD.</i>	Jun-26 In-Contract	\$75,000	5,500 0.13	50	PD (Planned)	\$1,500	\$13.64
5	Garden Heights - 50' Lot Northwest side of Denmark Street, southwest of Silver Brook Road Dallas Dallas County TX <i>Comments: This represents the purchase of a developed lot in an established subdivision by an individual. The subdivision is located within the Dallas ISD.</i>	Aug-24 Closed	\$73,000	7,305 0.17	50	R-7.5	\$1,460	\$9.99
Subject				5,500	50	PD 20-02-A1 (SF-5)		
Stonehaven Public Improvement District				0.13				
Seagoville, TX								

Comparable Land Sales Map – IA#2 Lots



Sale 1
Bear Creek Ranch, Phase 4 - 50' Lot



Sale 2
Solterra, Phase 1D - 60' Lots



Sale 3
Alameda Heights - 50' Lot



Sale 4
University Hills, Phase 1 - 50' Lot



Sale 5
Garden Heights - 50' Lot

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

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 5-8% 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 or will take place from March 2024 to June 2026. 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.

Sales 1, 3, 4 and 5 are similar to the subject. No adjustments are necessary. Sale 2 is adjusted downward for superior 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.

Sales 1, 3 and 4 are similar to the subject and require no adjustment. Sales 2 and 5 are smaller than the subject, and downward adjustments are applied.

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 20-02-A1 (SF-5) - Single Family.

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 - IA#2 Lots						
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Name	Stonehaven Public Improvement District	Bear Creek Ranch, Phase 4 - 50' Lot	Solterra, Phase 1D - 60' Lots	Almeda Heights - 50' Lot	University Hills, Phase 1 - 50' Lot	Garden Heights - 50' Lot
Address	South corner of Lasater Road and Stark Road	Southeast corner of Loop 9 and E. Reindeer Road	North side of Acorn Creek Circle, east of Pantina Park	East side of Kavasari Drive at Sylvia Street	North side of East Wheatland Road, west of S. Lancaster Road	Northwest side of Denmark Street, southwest of Silver Brook Road
City	Seagoville	Lancaster ETJ	Mesquite	Dallas	Dallas	Dallas
County	Dallas	Dallas	Dallas	Dallas	Dallas	Dallas
State	Texas	TX	TX	TX	TX	TX
Sale Date		Mar-24	Mar-24	Dec-24	Jun-26	Aug-24
Sale Status		Closed	Closed	Closed	In-Contract	Closed
Sale Price		\$59,000	\$93,090	\$65,000	\$75,000	\$73,000
Square Feet	5,500	6,000	7,200	5,150	5,500	7,305
Number of Front Feet	50	50	60	50	50	50
Price per Front Foot		\$1,180	\$1,552	\$1,300	\$1,500	\$1,460
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	9/1/2025	Mar-24	Mar-24	Dec-24	Jun-26	Aug-24
Annual % Adjustment	7%	10%	10%	5%	-5%	7%
Cumulative Adjusted Price		\$1,298	\$1,707	\$1,365	\$1,425	\$1,562
Property Adjustments						
Location		—	-10%	—	—	—
Access/Exposure		—	—	—	—	—
Size		—	-10%	—	—	-10%
Shape and Topography		—	—	—	—	—
Zoning		—	—	—	—	—
Net Property Adjustments (\$)		\$0	-\$341	\$0	\$0	-\$156
Net Property Adjustments (%)		0%	-20%	0%	0%	-10%
Final Adjusted Price		\$1,298	\$1,365	\$1,365	\$1,425	\$1,406
Range of Adjusted Prices						
		\$1,298 - \$1,425				
Average		\$1,372				
Indicated Value		\$1,375				

Land Value Conclusion – IA#2 Lots

Prior to adjustments, the sales reflect a range of \$1,180 - \$1,552 per front foot. After adjustment, the range is narrowed to \$1,298 - \$1,425 per front foot, with an average of \$1,372 per front foot. To arrive at an indication of value, equal weight is given to all sales.

Based on the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Front Foot	\$1,375
Subject Front Feet	<u>50</u>
Indicated Value	\$68,750
Rounded	\$68,750

Cumulative Retail Lot Value – Stonehaven IA#1

Following is the calculation for the total cumulative retail lot value for the subject's 304 lots in IA#1.

Cumulative Retail Lot Value Calculation - IA#1				
Total Lots	Front Footage	Average Price/Lot	Price/FF	Total Cumulative Retail Value
304	50	\$66,500	\$1,330	\$20,216,000

As shown, the total cumulative retail lot value equates to \$20,216,000 or \$66,500/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.

Cumulative Retail Lot Value – Stonehaven IA#2

Following is the calculation for the total cumulative retail lot value for the subject's 279 lots in IA#2.

Cumulative Retail Lot Value Calculation - IA#2					
Phase	Total Lots	Front Footage	Average Price/Lot	Price/FF	Total Cumulative Retail Value
3	156	50	\$68,750	\$1,375	\$10,725,000
5	123	50	\$68,750	\$1,375	\$8,456,250
	279		\$68,750		\$19,181,250

As shown, the total cumulative retail lot value equates to \$19,181,250 or \$68,750/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.

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			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Cumulative Market Value As Is (IA#1)	Fee Simple	March 17, 2025	\$20,216,000
Prospective Cumulative Market Value As If Complete (IA#2)	Fee Simple	September 1, 2025	\$19,181,250

***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.**

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 LJAEngineers, Inc. (engineering/surveyors), Meritage Homes (developer/owner), the city of Seagoville, and the Dallas Central Appraisal District is assumed to be correct.
2. A portion of 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 for IA#2 assumes that the proposed improvements are completed in accordance with plans and specifications as of September 1, 2025, the effective appraisal date.
4. A 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. It is noted that home construction has started on the majority of developed lots in IA#1 valued herein. However, at your specific request, we have valued all of the lots in IA#1 as if vacant.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

An opinion of value expressed in this report is 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 existing and proposed subdivision market, the probable exposure time for the subject at the concluded market values stated previously is 6 - 12 months.

Marketing Time

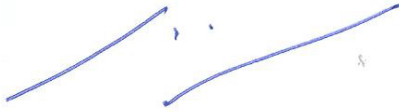
Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As no significant changes in market conditions are foreseen in the near term, a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, the subject's marketing period is estimated at 6 - 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 previously appraised the property that is the subject of this report for the current client. We have provided no other 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. Ernest Gatewood 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.
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.



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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 LJAEngineers, Inc. (engineering/surveyors), Meritage Homes (developer/owner), the city of Seagoville, and the Dallas Central Appraisal District is assumed to be correct.
2. A portion of 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 for IA#2 assumes that the proposed improvements are completed in accordance with plans and specifications as of September 1, 2025, the effective appraisal date.
4. A 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. It is noted that home construction has started on the majority of developed lots in IA#1 valued herein. However, at your specific request, we have valued all of the lots in IA#1 as if vacant.

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 39 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.

jhackson@irr.com - 972.725.7724
Stonehaven 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)

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)

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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 2026
Oklahoma, Certified General Real Estate Appraiser, 13279CGA, Expires September 2026
New Mexico, Certified General Real Estate Appraiser, 03819-G, Expires April 2027
Louisiana, Certified General Real Estate Appraiser, APR.05151 CGA, Expires December 2026

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)

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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 2026
Texas, Licensed Real Estate Salesman, 277705, Expires December 2025

Education

Richland Junior College, Dallas, Texas
The University of North Texas, Denton, Texas

Miscellaneous

An affiliate of the Appraisal Institute



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Stonehaven Public Improvement District





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 (Undeveloped Portions)



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Commercial Account #50050050010010000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2025)

Address: 1320 E STARK RD

Market Area: 0

Mapsc: 70A-J (DALLAS)

[DCAD Property Map](#)

[View Photo](#)

[2024 Appraisal Notice](#)

[41.13 ARB Order Information](#)

[Electronic Documents \(DCAD ENS*\)](#)

[Notice Of Estimated Taxes \(ENS*\)](#)

* Electronic Notification System



[Print Homestead Exemption Form](#)

Owner (Current 2025)

MERITAGE HOMES OF TEXAS LLC &
GRBK EDGEWOOD LLC
8840 CYPRESS WATERS BLVD STE 100
COPPELL, TEXAS 750194615

Multi-Owner (Current 2025)

Owner Name	Ownership %
GRBK EDGEWOOD LLC	50%
MERITAGE HOMES OF TEXAS LLC &	50%

Legal Desc (Current 2025)

1: WOLFORD

2: BLK 1 LT 1 ACS 65.94

3: SEE 500500500100100HS FOR HS

4: INT2021.00290709 DD09272021 CO-DC

5: 0500500100100 4CJ05414201

Deed Transfer Date: 9/29/2021

Value

2024 Certified Values	
Improvement:	\$0
Land:	+ \$1,198,500
Market Value:	= \$1,198,500
Tax Agent: RYAN LLC DA	
Revaluation Year:	2023
Previous Revaluation Year:	2022

Improvements (Current 2025)

No Improvements.

Land (2024 Certified Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL - VACANT PLOTTED LOTS/TRACTS	AGRICULTURE	0	0	45.9400 ACRE	STANDARD	\$25,000.00	0%	\$1,148,500	N
2	COMMERCIAL - VACANT PLOTTED LOTS/TRACTS	AGRICULTURE	0	0	20.0000 ACRE	STANDARD	\$2,500.00	0%	\$50,000	N

* All Exemption information reflects 2024 Certified Values. *

Exemptions (2024 Certified Values)

No Exemptions

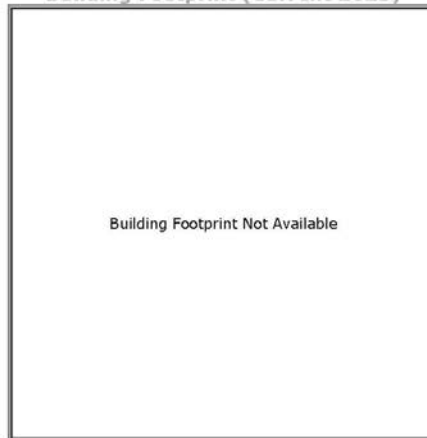
Estimated Taxes (2024 Certified Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	SEAGOVILLE	DALLAS ISD	DALLAS COUNTY	DALLAS COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.710932	\$0.997235	\$0.2155	\$0.105595	\$0.212	N/A
Taxable Value	\$1,198,500	\$1,198,500	\$1,198,500	\$1,198,500	\$1,198,500	\$0
Estimated Taxes	\$8,520.52	\$11,951.86	\$2,582.77	\$1,265.56	\$2,540.82	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$26,861.53

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.

Building Footprint (Current 2025)



History

[History](#)

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Commercial Account #65054142010100000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2025)

Address: 800 STARK RD
Market Area: 0
Mapsc: 70A-J (DALLAS)

[DCAD Property Map](#)

[View Photo](#)

[2024 Appraisal Notice](#)

[41.13 ARB Order Information](#)

[Electronic Documents \(DCAD ENS*\)](#)

[Notice Of Estimated Taxes \(ENS*\)](#)

* Electronic Notification System



[Print Homestead Exemption Form](#)

Owner (Current 2025)

MERITAGE HOMES OF TEXAS LLC &
GRBK EDGEWOOD LLC
8840 CYPRESS WATERS BLVD STE 100
COPELL, TEXAS 750194615

Multi-Owner (Current 2025)

Owner Name	Ownership %
MERITAGE HOMES OF TEXAS LLC &	50%
GRBK EDGEWOOD LLC	50%

Legal Desc (Current 2025)

- 1: HERMAN HEIDER ABST 541 PG 420
- 2: TR 10 ACS 4.0770
- 3: DELETE TO 500498200M0020000 ET AL
- 4: INT202100290709 DD09272021 CO-DC
- 5: 0541420101000 4CJ05414201

Deed Transfer Date: 9/29/2021

Value

2024 Certified Values	
Improvement:	\$0
Land:	+ \$275,000
Market Value:	= \$275,000
Tax Agent: RYAN LLC DA	
Revaluation Year:	2022
Previous Revaluation Year:	2021

Improvements (Current 2025)

No Improvements.

Land (2024 Certified Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL - VACANT PLOTTED LOTS/TRACTS	SINGLE FAMILY DWELLING R-2	0	0	13.7500 ACRE	STANDARD	\$20,000.00	0%	\$275,000	N

* All Exemption information reflects 2024 Certified Values. *

Exemptions (2024 Certified Values)

No Exemptions

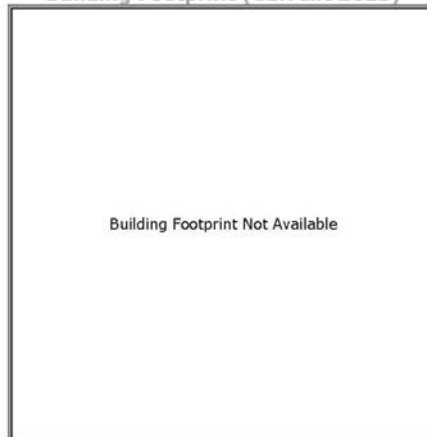
Estimated Taxes (2024 Certified Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	SEAGOVILLE	DALLAS ISD	DALLAS COUNTY	DALLAS COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.710932	\$0.997235	\$0.2155	\$0.105595	\$0.212	N/A
Taxable Value	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$0
Estimated Taxes	\$1,955.06	\$2,742.40	\$592.63	\$290.39	\$583.00	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$6,163.47

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.

Building Footprint (Current 2025)



History

[History](#)

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Commercial Account #65054142010120000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2025)

Address: 1500 LASATER RD
Market Area: 0
Mapsc: 70A-J (DALLAS)

[DCAD Property Map](#)

[View Photo](#)

[2024 Appraisal Notice](#)

[41.13 ARB Order Information](#)

[Electronic Documents \(DCAD ENS*\)](#)

[Notice Of Estimated Taxes \(ENS*\)](#)

* Electronic Notification System



[Print Homestead Exemption Form](#)

Owner (Current 2025)

MERITAGE HOMES OF TEXAS LLC &
GRBK EDGEWOOD LLC
8840 CYPRESS WATERS BLVD STE 100
COPELL, TEXAS 750194615

Multi-Owner (Current 2025)

Owner Name	Ownership %
MERITAGE HOMES OF TEXAS LLC &	50%
GRBK EDGEWOOD LLC	50%

Legal Desc (Current 2025)

1: HERMAN HEIDER ABST 541 PG 420
2: TR 12 ACS 19.7100
3:
4: INT202100290709 DD09272021 CO-DC
5: 0541420101200 4CJ05414201
Deed Transfer Date: 9/29/2021

Value

2024 Certified Values	
Improvement:	\$0
Land:	+ \$1,383,250
Market Value:	= \$1,383,250
Tax Agent: RYAN LLC DA	
Revaluation Year:	2022
Previous Revaluation Year:	2021

Improvements (Current 2025)

No Improvements.

Land (2024 Certified Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL - VACANT PLOTTED LOTS/TRACTS	SINGLE FAMILY DWELLING R-2	0	0	55.3300 ACRE	STANDARD	\$25,000.00	0%	\$1,383,250	N

* All Exemption information reflects 2024 Certified Values. *

Exemptions (2024 Certified Values)

No Exemptions

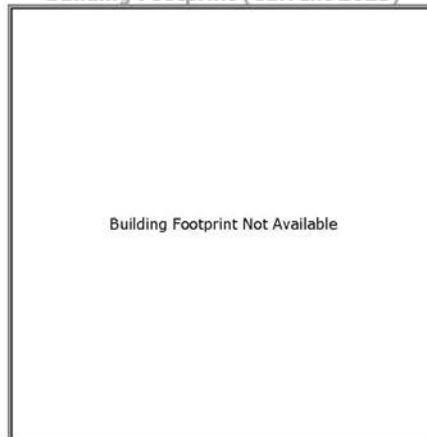
Estimated Taxes (2024 Certified Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	SEAGOVILLE	DALLAS ISD	DALLAS COUNTY	DALLAS COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.710932	\$0.997235	\$0.2155	\$0.105595	\$0.212	N/A
Taxable Value	\$1,383,250	\$1,383,250	\$1,383,250	\$1,383,250	\$1,383,250	\$0
Estimated Taxes	\$9,833.97	\$13,794.25	\$2,980.90	\$1,460.64	\$2,932.49	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$31,002.26

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.

Building Footprint (Current 2025)



History

[History](#)

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Legal Description (IA#1)

PID DESCRIPTION – AREA NO.1

BEING A 68.784 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING PART OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS TRACT 1 TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 68.784 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A POINT FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.000 ACRE TRACT A DISTANCE OF 94.66 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 61.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.24 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07

DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 40 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 23.50 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.25 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 53 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 282.24 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 189.66 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 50 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 281.93 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET AND A LONG CHORD THAT BEARS SOUTH 25 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 86.55 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 42 MINUTES 36 SECONDS WEST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11

DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 480.00 FEET AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 98.74 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 98.91 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

NORTH 13 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 368.18 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTES 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 52 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 58.49 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 134.88 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 189.34 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 43.71 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 350.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 527.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 49.41 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.30 FEET TO A POINT FOR CORNER;

NORTH 24 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 33 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 59.15 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 380.72 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, A DISTANCE OF 12.50 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, A DISTANCE OF 165.20 FEET TO A POINT FOR CORNER ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 44 DEGREES 01 MINUTES 58 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 1129.08 FEET TO A POINT FOR THE NORTH CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID LASATER ROAD;

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID LASATER ROAD, A DISTANCE OF 2348.78 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 68.784 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.

Legal Description (IA#2)

PROPERTY DESCRIPTION 58.081 ACRES

BEING A 58.081 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 58.081 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), 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 FOR THE WEST CORNER OF STONEHAVEN, PHASE 2, AN ADDITION TO THE CITY OF SEAGOVILLE AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY) AND BEING ON THE SOUTHEAST LINE OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 2, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 165.20 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, A DISTANCE OF 12.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 380.72 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 43 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 59.15 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 38 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 33 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 29 DEGREES 15 MINUTES 50 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 24 DEGREES 38 MINUTES 55 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 38 MINUTES 41 SECONDS EAST, PASSING AT A DISTANCE OF 4.30 FEET THE SOUTH CORNER OF SAID STONEHAVEN, PHASE 2 AND THE COMMON WEST CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 1, IN ALL A TOTAL DISTANCE OF 53.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 01 MINUTES 22 SECONDS EAST, A DISTANCE OF 527.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 350.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 43.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 189.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 134.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTE 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 52 MINUTES 24 SECONDS EAST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 58.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 55.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, DEPARTING SAID SOUTHWEST LINE OF STONEHAVEN, PHASE 1 AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 381.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 112.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 57 DEGREES 47 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 74 DEGREES 32 MINUTES 57 SECONDS WEST, A DISTANCE OF 217.93 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 227.45 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 76 DEGREES 33 MINUTES 18 SECONDS WEST, A DISTANCE OF 260.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 27 MINUTES 03 SECONDS WEST, A DISTANCE OF 125.10 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 126.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 94.06 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 89 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 11.28 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46 DEGREES 26 MINUTES 32 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 68 DEGREES 52 MINUTES 28 SECONDS WEST, A DISTANCE OF 177.82 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 182.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 100 DEGREES 58 MINUTES 07 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 73 DEGREES 19 MINUTES 27 SECONDS WEST, A DISTANCE OF 77.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 88.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 158.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 43 MINUTES 24 SECONDS WEST, A DISTANCE OF 143.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET. SAID POINT BEING ON THE SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG SAID COMMON LINES, A DISTANCE OF 1159.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTH CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID STARK ROAD;

THENCE, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 149.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, NORTH 45 DEGREES 25 MINUTES 30 SECONDS WEST, PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND CONTINUING ALONG A SOUTHWESTERLY LINE OF SAID 222.432 ACRE TRACT IN ALL A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 210.52 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 58.081 ACRES OF LAND.

PROPERTY DESCRIPTION
40.443 ACRES

BEING A 40.443 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 40.443 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 DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT, THE COMMON NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND THE COMMON NORTHWEST LINE OF A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND A COMMON WEST CORNER OF SAID 1.012 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 6.679 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, A DISTANCE OF 20.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 998.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 5.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 466.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 13.94 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 35 DEGREES 04 MINUTES 41 SECONDS WEST, A DISTANCE OF 197.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 03 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 106.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 47 DEGREES 52 MINUTES 12 SECONDS WEST, A DISTANCE OF 177.10 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 06 DEGREES 59 MINUTES 03 SECONDS, A RADIUS OF 1030.00 FEET, AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 12 MINUTES 42 SECONDS EAST, A DISTANCE OF 125.48 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 125.56 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 55 DEGREES 16 MINUTES 50 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 LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 34 SECONDS, A RADIUS OF 970.00 FEET, AND A LONG CHORD THAT BEARS NORTH 27 DEGREES 12 MINUTES 53 SECONDS EAST, A DISTANCE OF 253.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 254.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 160.70 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHERLY CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE EASTERLY LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 70 DEGREES 17 MINUTES 24 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 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 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 100.00 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 RIGHT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 50 DEGREES 44 MINUTES 50 SECONDS EAST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 281.93 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 189.66 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 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS NORTH 53 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 282.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 36 DEGREES 17 MINUTES 16 SECONDS EAST, A DISTANCE OF 112.25 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 07 DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS NORTH 40 DEGREES 14 MINUTES 53 SECONDS EAST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 12 MINUTES 30 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;

NORTH 44 DEGREES 12 MINUTES 30 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 00 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID STONEHAVEN, PHASE 1. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME, 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 141.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 1.000 ACRE TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF AFORESAID 2.000 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A
NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON
SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO
A 1/2 INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432
ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 2.000 ACRE
TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A
NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON
SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO
THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 40.443
ACRES OF LAND.

Addendum E

Comparable Data

Land Sales - 50' Wide Lots

Location & Property Identification

Property Name: Bear Creek Ranch, Phase 4 - 50' Lot

Sub-Property Type: Residential, Finished SFR Lots

Address: Southeast corner of Loop 9 and E. Reindeer Road

City/State/Zip: Lancaster ETJ, TX 75146

County: Dallas

Submarket: Lancaster

Market Orientation: Suburban



IRR Event ID: 3071858

Sale Information

Sale Price: \$59,000

Effective Sale Price: \$59,000

Sale Date: 03/05/2024

Contract Date: 10/19/2023

Sale Status: Closed

\$/Acre(Gross): \$428,468

\$/Land SF(Gross): \$9.83

\$/Acre(Usable): \$428,468

\$/Land SF(Usable): \$9.83

\$/Unit (Potential): \$1,180 /Unit

Grantor/Seller: CTMGT Bear Creek 4, LLC

Grantee/Buyer: DRHI, Inc. (DR Horton)

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: Rolling option takedown with 8% interest and additional fees of \$1,500 (amenity fee) and \$500 (marketing fee) per lot.

Document Type: Warranty Deed

Recording No.: 202400043605

Verified By: Ernest Gatewood

Verification Date: 11/17/2023

Confirmation Source: Alan Atkins (281-387-1633)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Bear Creek Ranch Phase 4 /Tax ID N/A

Acres(Usable/Gross): 0.14/0.14

Land-SF(Usable/Gross): 6,000/6,000

Usable/Gross Ratio: 1.00

No. of Units (Potential): 50

Shape: Rectangular

Topography: Level

Corner Lot: No

Frontage Feet: 50

Frontage Desc.: 50' x 120'

Frontage Type: 2 way, 1 lane each way

Zoning Code: PD (Planned Development)

Zoning Desc.: Single-Family/Townhouse

Flood Plain: No

Utilities: Water Public, Sewer

Source of Land Info.: Public Records

Comments

The subdivision is located within the Lancaster ISD. Project fronts the new Loop 9 (George Bush Turnpike) which is under construction.

Bear Creek Ranch, Phase 4 - 50' Lot



Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name: Solterra, Phase 1D - 60' Lots
Sub-Property Type: Residential, Finished SFR Lots
Address: North side of Acorn Creek Circle, east of Pantina Park
City/State/Zip: Mesquite, TX 75181
County: Dallas
Submarket: Mesquite
Market Orientation: Suburban
Property Location: 3 Acorn Creek Circle
IRR Event ID: 3310118



Sale Information

Sale Price: \$93,090
Effective Sale Price: \$93,090
Sale Date: 03/18/2024
Sale Status: Closed
\$/Acre(Gross): \$563,158
\$/Land SF(Gross): \$12.93
\$/Unit (Potential): \$1,552 /Unit
Grantor/Seller: HC Solterra, LLC
Grantee/Buyer: Castlerock Communities LLC
Property Rights: Fee Simple
Financing: Cash to seller
Terms of Sale Comments: The base lot price was set at \$87,000/lot with an annual 7% escalation from substantial completion in 2Q2023. Additional fees include \$2,000/lot marketing fee and \$2,500/lot amenity fee.

Document Type: Deed
Recording No.: 202400053976
Verified By: Shelley Sivakumar
Verification Date: 12/20/2024

Confirmation Source: Debie Tjandra (Huffines)
Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Solterra, Phase 1D/Block H, Lot 3/Tax ID 381945500H0030000
Acres(Gross): 0.17
Land-SF(Gross): 7,200
No. of Units (Potential): 60
Shape: Rectangular
Topography: Level
Corner Lot: No
Frontage Desc.: 60' 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 development are located within the Mesquite ISD and are within a public improvement district.

Solterra, Phase 1D - 60' Lots



Location & Property Identification

Property Name: Almeda Heights - 50' Lot
 Sub-Property Type: Residential, Single Family Residence Site
 Address: East side of Kavasars Drive at Sylvia Street
 City/State/Zip: Dallas, TX 75241
 County: Dallas
 Submarket: Dallas
 Market Orientation: Suburban



IRR Event ID: 3308024

Sale Information

Sale Price: \$65,000
 Effective Sale Price: \$65,000
 Sale Date: 12/20/2024
 Contract Date: 12/11/2024
 Listing Price: \$75,000
 Listing Date: 12/09/2024
 Sale Status: Closed
 \$/Acre(Gross): \$549,915
 \$/Land SF(Gross): \$12.62
 \$/Acre(Usable): \$549,915
 \$/Land SF(Usable): \$12.62
 \$/Unit (Potential): \$1,300 /Unit
 Grantor/Seller: Renovatio Realty Investment, LLC
 Grantee/Buyer: Nadlan 10, LLC
 Property Rights: Fee Simple
 Financing: Cash to seller
 Document Type: Warranty Deed
 Recording No.: INT202400257907
 Verified By: Ernest Gatewood
 Verification Date: 12/16/2024
 Confirmation Source: Ivon Yanes (972-693-8302)
 Verification Type: Confirmed-Seller Broker

Legal/Tax/Parcel ID: Lot 7, Block 10/6887, Almeda Heights Addition /Tax #00000641320000000
 Acres(Usable/Gross): 0.12/0.12
 Land-SF(Usable/Gross): 5,150/5,150
 Usable/Gross Ratio: 1.00
 No. of Units (Potential): 50
 Shape: Rectangular
 Topography: Level
 Corner Lot: No
 Frontage Feet: 50
 Frontage Desc.: 50' x 103'
 Frontage Type: 2 way, 1 lane each way
 Zoning Code: R-7.5(A)
 Zoning Desc.: Single-Family
 Flood Plain: No
 Utilities: Water Public, Sewer
 Source of Land Info.: Public Records

Comments

This lot is located in an established subdivision. Lot is within the Dallas ISD. Seller was reported highly motivated.

Improvement and Site Data

Almeda Heights - 50' Lot



Location & Property Identification

Property Name: University Hills, Phase 1 - 50' Lot
 Sub-Property Type: Residential, Finished SFR Lots
 Address: North side of East Wheatland Road, west of S. Lancaster Road
 City/State/Zip: Dallas, TX 75241
 County: Dallas
 Submarket: Dallas
 Market Orientation: Suburban



IRR Event ID: 3071772

Sale Information

Sale Price: \$75,000
 Effective Sale Price: \$75,000
 Sale Date: 06/01/2026
 Contract Date: 10/19/2023
 Sale Status: In-Contract
 \$/Acre(Gross): \$593,824
 \$/Land SF(Gross): \$13.64
 \$/Acre(Usable): \$593,824
 \$/Land SF(Usable): \$13.64
 \$/Unit (Potential): \$1,500 /Unit
 Grantor/Seller: Hoque Global Properties, LLC

Grantee/Buyer: DRHI, Inc. (DR Horton)
 Property Rights: Fee Simple
 Financing: Cash to seller
 Terms of Sale Comments: Rolling option takedown with 8% interest and additional fees of \$1,500 (amenity fee) and \$500 (marketing fee) per lot.

Document Type: Contract of Sale
 Recording No.: N/A

Verified By: Ernest Gatewood
 Verification Date: 11/17/2023
 Confirmation Source: Contract
 Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: University Hills Subdivision /Tax ID N/A
 Acres(Usable/Gross): 0.13/0.13
 Land-SF(Usable/Gross): 5,500/5,500
 Usable/Gross Ratio: 1.00
 No. of Units (Potential): 50
 Shape: Rectangular
 Topography: Level
 Corner Lot: No
 Frontage Feet: 50
 Frontage Desc.: 50' x 110'
 Frontage Type: 2 way, 1 lane each way
 Zoning Code: PD (Planned Development)
 Zoning Desc.: Single-Family/Townhouse
 Flood Plain: No
 Utilities: Water Public, Sewer
 Source of Land Info.: Public Records

Comments

University Hills, Phase 1 - 50' Lot



Comments (Cont'd)

This represents the purchase of 550 lots by a major homebuilder. There are three lot types in the subdivision being 24' townhouse lots and , 40' and 50' standard lots. The subdivision is located within the Dallas ISD.

Location & Property Identification

Property Name: Garden Heights - 50' Lot
 Sub-Property Type: Residential, Finished SFR Lots
 Address: Northwest side of Denmark Street, southwest of Silver Brook Road
 City/State/Zip: Dallas, TX 75253
 County: Dallas
 Submarket: Dallas
 Market Orientation: Suburban



IRR Event ID: 3339929

Sale Information

Sale Price: \$73,000
 Effective Sale Price: \$73,000
 Sale Date: 08/22/2024
 Contract Date: 08/11/2024
 Listing Date: 08/06/2024
 Sale Status: Closed
 \$/Acre(Gross): \$435,301
 \$/Land SF(Gross): \$9.99
 \$/Acre(Usable): \$435,301
 \$/Land SF(Usable): \$9.99
 \$/Unit (Potential): \$1,460 /Unit
 Grantor/Seller: C. K. Gordon
 Grantee/Buyer: Cesar & Marco Armenta
 Property Rights: Fee Simple
 Financing: Cash to seller
 Document Type: Warranty Deed
 Recording No.: INT202400169998
 Verified By: Ernest Gatewood
 Verification Date: 03/18/2025
 Confirmation Source: Robert Lewis (469-912-0465)
 Verification Type: Confirmed-Seller Broker

Legal/Tax/Parcel ID: Lot 14, Block 3/8801, Garden Heights Addition /Tax #00000899764990000
 Acres(Usable/Gross): 0.17/0.17
 Land-SF(Usable/Gross): 7,305/7,305
 Usable/Gross Ratio: 1.00
 No. of Units (Potential): 50
 Shape: Rectangular
 Topography: Level
 Corner Lot: No
 Frontage Feet: 50
 Frontage Desc.: 50' x 150'
 Frontage Type: 2 way, 1 lane each way
 Zoning Code: R-7.5
 Zoning Desc.: Single-Family
 Flood Plain: No
 Utilities: Water Public, Sewer
 Source of Land Info.: Public Records

Comments

This represents the purchase of a developed lot in an established subdivision by an individual. The subdivision is located within the Dallas ISD.

Improvement and Site Data

Garden Heights - 50' Lot



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