

**CITY OF ANNA**

**ORDINANCE NO. 1025-2022**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR IMPROVEMENT AREA #2 OF THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE..**

**WHEREAS**, the governing body (the “*City Council*”) of the City of Anna, Texas (the “*City*”) is authorized by the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “*PID Act*”) to create public improvement districts within the City and the extraterritorial jurisdiction (“*ETJ*”); and

**WHEREAS**, the City has previously created the Hurricane Creek Public Improvement District (the “*District*”) within the City in accordance with the PID Act; and

**WHEREAS**, on November 8, 2022, the City Council adopted a resolution determining total costs of certain authorized public improvements within Improvement Area #2 of the District, approving a preliminary service and assessment plan, including proposed assessment roll, and directing the publication and mailing of notice of a public hearing (the “*Assessment Hearing*”) to consider an ordinance levying assessments on property within Improvement Area #2 of the District (the “*Assessments*”); and

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

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

**WHEREAS**, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Assessment Hearing on November 15, 2022 in the *Herald-Democrat*, a newspaper of general circulation in the City and ETJ of the City; and

**WHEREAS**, the City Council opened and convened the Assessment Hearing on December 13, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized public improvements to be undertaken for the benefit of Assessed Property within Improvement Area #2 of the District (the “***Improvement Area #2 Improvements***”), the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

**WHEREAS**, the owners of 100% of the property subject to the proposed assessment within Improvement Area #2 of the District (the “***Landowners***”) had actual knowledge of the Assessment Hearing to be held on December 13, 2022, and support the creation of the District and the levy of assessments against the property in accordance with the Service and Assessment Plan to finance the Improvement Area #2 Improvements for benefit of the property within Improvement Area #2 of the District; and

**WHEREAS**, the City Council finds and determines that the Assessment Roll and the Hurricane Creek Public Improvement District 2022 Amended and Restated Service and Assessment Plan, dated December 13, 2022 (the “***Service and Assessment Plan***”), attached as ***Exhibit A*** and incorporated as a part of this Ordinance for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan, including the Assessment Roll attached thereto as Exhibit I-1 (the “***Assessment Roll***”); and

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

**WHEREAS**, at the Assessment Hearing, the Landowners, or their representatives, who are the persons to be assessed pursuant to this Ordinance, appeared in support of the levy of the Assessments against their property located within Improvement Area #2 of the District; and

**WHEREAS**, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS:**

**Section 1. Terms.**

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

**Section 2. Findings.**

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

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

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

(c) The apportionment of the Actual Costs of the Authorized Improvements, including specifically the Improvement Area #2 Improvements (as reflected in the Service and Assessment Plan, and the Annual Collection Costs pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(d) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #2 Improvements;

(e) The Service and Assessment Plan apportions the Actual Cost(s) of the Improvement Area #2 Improvements to be assessed against certain property in Improvement Area #2 of the District and such apportionment is made on the basis of special benefits accruing to the property because of the Improvement Area #2 Improvements;

(f) All of the Improvement Area #2 Assessed Property being assessed in the amounts shown on the Assessment Roll will be benefited by the Improvement Area #2 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel of Improvement Area #2 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #2 Improvements;

(g) The method of apportionment of the Actual Costs of the Improvement Area #2 Improvements and Annual Collection Costs set forth in the Service and Assessment

Plan results in imposing equal shares of the Actual Costs of the Improvement Area #2 Improvements and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

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

(i) The Assessment Roll should be approved as the assessment roll for Improvement Area #2 of the District;

(j) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Improvement Area #2 within the District; and

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

### **Section 3. Service and Assessment Plan.**

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

### **Section 4. Assessment Roll.**

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll for Improvement Area #2 of the District for all purposes.

### **Section 5. Levy and Payment of Assessments for Costs of the Improvement Area #2 Improvements.**

(a) The City Council hereby levies the Assessments on each Parcel of property (excluding Non-Benefitted Property) located within the District, as shown and described

in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown in the Service and Assessment Plan as a special assessment as set forth in the Assessment Roll.

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

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

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

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

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

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

#### **Section 6. Method of Assessment.**

The method of apportioning the Actual Costs of the Improvement Area #2 Improvements and Annual Collection Costs are set forth in the Service and Assessment Plan.

#### **Section 7. Penalties and Interest on Delinquent Assessments.**

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

#### **Section 8. Prepayments of Assessments.**

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

#### **Section 9. Lien Priority.**

The City Council and the Landowners intend for the obligations, covenants and burdens on the Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the assessed parties, as the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, in the same manner and for the same period as such parties would be

personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

**Section 10. Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, shall be applicable to the imposition and collection of Assessments by the City.

**Section 11. Filing in Land Records.**

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Assessment Roll, to be recorded in the real property records of Collin County, Texas, on or before December 20, 2022. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

**Section 12. Severability.**

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

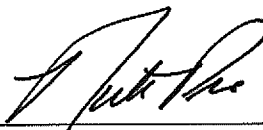
**Section 13. Effective Date.**

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

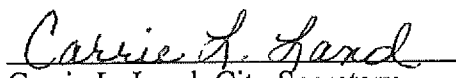
*(Execution page follows.)*

**PASSED AND ADOPTED** BY THE CITY COUNCIL OF THE CITY OF ANNA,  
TEXAS, THIS 13<sup>th</sup> DAY OF DECEMBER, 2022.

ATTEST:



Nate Pike, Mayor

  
Carrie L. Land, City Secretary

STATE OF TEXAS

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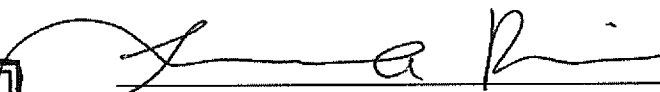
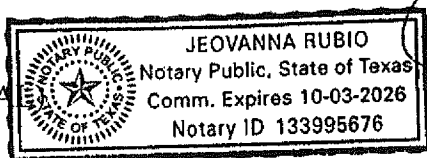
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COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 13<sup>th</sup> day of December,  
2022 by Nate Pike, the Mayor, and Carrie L. Land, the City Secretary, of the City of Anna, Texas  
on behalf of said City.

(SEAL)

  
Notary Public, State of Texas

**EXHIBIT A**

**Service and Assessment Plan**



# Hurricane Creek Public Improvement District

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2022 AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN

DECEMBER 13, 2022



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

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## INTRODUCTION

Capitalized terms used in this 2022 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2022 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”, “Exhibit” or an “Appendix” shall be a reference to a Section of this 2022 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes.

On November 13, 2018, the City passed and approved Resolution No. 2018-11-506 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 368.2 acres located within the City, as described by metes and bounds on **Exhibit M-1** and depicted on **Exhibit A-1**.

On March 12, 2019, the City Council approved the 2019 Service and Assessment Plan for the District by adopting the 2019 Assessment Ordinance, which approved the levy of Assessments on Assessed Property within Improvement Area #1 and the Major Improvement Area of the District and approved the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll.

On July 28, 2020, the City Council adopted Resolution No. 2020-07-763 approving the 2020 Annual Service Plan Update for the District. The 2020 Annual Service Plan Update updated the Assessment Rolls for 2020.

On July 27, 2021, the City Council approved Ordinance No. 929-2021 approving the 2021 Annual Service Plan Update for the District. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

On July 26, 2022, the City Council approved Ordinance No. 985-2022 approving the 2022 Annual Service Plan Update for the District. The 2022 Annual Service Plan Update updated Assessment Rolls for 2022.

On December 13, 2022, the City Council approved Ordinance No. 1025-2022 approving this 2022 Amended and Restated Service and Assessment Plan for the District by adopting the 2022 Assessment Ordinance, which serves to amend and restate the 2019 Service and Assessment Plan, including all previously approved Annual Service Plan Updates (including the 2020 Annual Service Plan Update, 2021 Annual Service Plan Update, and 2022 Annual Service Plan Update), in

its entirety for the purposes of (1) identifying the Improvement Area #2 Improvements, (2) levying the Improvement Area #2 Assessment, (3) incorporating provisions relating to the City's issuance of the Improvement Area #2 Bonds and (3) updating the Assessment Rolls.

On December 13, 2022, the City Council adopted Ordinance No. 1026-2022, which approved the issuance of the Improvement Area #2 Bonds.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against 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. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The updated Improvement Area #1 Assessment Roll is contained in **Exhibit G-1**. The updated Major Improvement Area Assessment Roll is contained in **Exhibit H-1**. The Improvement Area #2 Assessment Roll is contained in **Exhibit I-1**.

## SECTION I: DEFINITIONS

**“2019 Assessment Ordinance”** means Ordinance No. 807-2019, approved and adopted by the City Council on March 12, 2019, which levied the Improvement Area #1 Assessment against Improvement Area #1, and the Major Improvement Area Assessment against the Major Improvement Area.

**“2019 Service and Assessment Plan”** means the Hurricane Creek Public Improvement District Service and Assessment Plan approved by City Council on March 12, 2019 by the 2019 Assessment Ordinance, as updated annually, and which is to be replaced in its entirety by this 2022 Amended and Restated Service and Assessment Plan.

**“2020 Annual Service Plan Update”** means the Annual Service Plan Update to the 2019 Service and Assessment Plan approved by City Council on July 28, 2020.

**“2021 Annual Service Plan Update”** means the Annual Service Plan Update to the 2019 Service and Assessment Plan approved by City Council on July 27, 2021.

**“2022 Amended and Restated Service and Assessment Plan”** means this 2022 Amended and Restated Service and Assessment Plan which serves to amend and restate the 2019 Service and Assessment Plan (as updated by the 2020 Annual Service Plan Update, 2021 Service Plan Update and 2022 Annual Service Plan Update), as it may be modified and updated from time to time.

**“2022 Annual Service Plan Update”** means the Annual Service Plan Update to the 2019 Service and Assessment Plan approved by City Council on July 26, 2022.

**“2022 Assessment Ordinance”** means Ordinance No. 1025-2022 approved and adopted by the City Council on December 13, 2022, which levied the Improvement Area #2 Assessment against Improvement Area #2.

**“Actual Costs”** mean with respect to Authorized Improvements, the Developer’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include: (1) the costs incurred by or on behalf of the Developer (either directly or through affiliates) 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) construction management fees equal to 4% of costs; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or

implementation of the Authorized Improvements; (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

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

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

**“Administrator”** means the City, or independent firm designated by the City who shall have the responsibilities provided in this 2022 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 creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2022 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) 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 on the 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, as applicable.

**“Annual Service Plan Update”** means an update to this 2022 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 (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

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

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

**“Assessment Roll”** means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, Major Improvement Area Assessment Roll, and Improvement Area #2 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 Update.

**“Authorized Improvements”** means the improvements authorized by Section 372.003 of the PID Act, as 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, 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 PID Bonds.

**“City”** means the City of Anna, Texas.

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

**“County”** means Collin County, Texas.

**“Delinquent Collection Costs”** mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2022 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees to the extent permitted by law, but excluding amounts representing interest and penalty interest.

**“Developer”** means CADG Hurricane Creek, LLC, a Texas limited liability company, and any successor developer of property in the District or any portion thereof.

**“District”** means the Hurricane Creek Public Improvement District containing approximately 368.2 acres located within the City, as generally depicted on **Exhibit A-1**, and described on **Exhibit M-1**.

**“District Formation Expenses”** means costs related to the formation of the District and the levy of Assessments including attorney fees, financial consultant fees, and other fees.



**“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 the initial area developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit M-2**, consisting of approximately 92.186 acres.

**“Improvement Area #1 Annual Installment”** means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to the Improvement Area #1 Bonds, as shown on **Exhibit G-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 the Assessment levied against Improvement Area #1 Assessed Property, related to the Improvement Area #1 Projects, and imposed pursuant to the 2019 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #1 Assessment Roll”** means the Assessment Roll for the Improvement Area #1 Assessed Property as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

**“Improvement Area #1 Bonds”** means those certain “City of Anna, Texas Special Assessment Revenue Bonds, Series 2019 (Hurricane Creek Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

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

**“Improvement Area #1 Projects”** means, collectively, (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1; (2) the Improvement Area #1 Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #1 Bonds.

**“Improvement Area #2”** means the second area to be developed within the District as generally depicted on **Exhibit A-4**, and described on **Exhibit M-4**, consisting of approximately 69.1 acres.

**“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 Improvement Area #2 Bonds, as shown on **Exhibit I-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 the Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2022 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation 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 Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit I-1**.

**“Improvement Area #2 Bonds”** means those certain “City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Projects)”, that are secured by Improvement Area #2 Assessments.

**“Improvement Area #2 Improvements”** means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property as further described in **Section III.C** and depicted on **Exhibit J-3**.

**“Improvement Area #2 Initial Parcel”** means the all property located within Improvement Area #2, which is described on **Exhibit M-4**, and generally depicted on **Exhibit A-4**, against which the entire Improvement Area #2 Assessment is levied as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit I-1**.

**“Improvement Area #2 Projects”** means collectively, (1) the Improvement Area #2 Improvements; and (2) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds.

**“Indenture”** means an Indenture of Trust entered into in connection with the issuance of each series of PID Bonds, as amended from time to time, between the City and a Bond Trustee setting forth 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 70’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit G-1**.

**“Lot Type 2”** means a Lot within Improvement Area #1 marketed to homebuilders as a 80’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit G-1**.

**“Lot Type 3”** means a Lot within Improvement Area #2 marketed to homebuilders as a 40’ Lot, with an Estimated Buildout Value of \$375,000 as of the date of adoption of this 2022 Amended and Restated Service and Assessment Plan.

**“Lot Type 4”** means a Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot, with an Estimated Buildout Value of \$425,000 as of the date of adoption of this 2022 Amended and Restated Service and Assessment Plan.

**“Lot Type 5”** means a Lot within Improvement Area #2 marketed to homebuilders as a 70’ Lot, with an Estimated Buildout Value of \$550,000 as of the date of adoption of this 2022 Amended and Restated Service and Assessment Plan.

**“Lot Type 6”** means a Lot within Improvement Area #2 marketed to homebuilders as an 80’ Lot, with an Estimated Buildout Value of \$600,000 as of the date of adoption of this 2022 Amended and Restated Service and Assessment Plan.

**“Lot Type 7”** means a Lot within Improvement Area #2 marketed to homebuilders as a 90’ Lot, with an Estimated Buildout Value of \$650,000 as of the date of adoption of this 2022 Amended and Restated Service and Assessment Plan.

**“Major Improvement Area”** means approximately 276.014 acres located within the District, as described on **Exhibit M-3** and generally depicted on **Exhibit A-3**. The Major Improvement Area includes all of the District save and except Improvement Area #1.

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

**“Major Improvement Area Assessed Property”** means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

**“Major Improvement Area Assessment”** means the Assessment levied against the Major Improvement Area Assessed Property and related to Major Improvement Area Projects and imposed pursuant to the 2019 Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation or reduction according to the provision herein and in the PID Act.

**“Major Improvement Area Assessment Roll”** means the Assessment Roll for the Major Improvement Area Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Major Improvement Area Assessment Roll is included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit H-1**.

**“Major Improvement Area Projects”** means collectively, (1) the Major Improvement Area Projects; and (2) Bond Issuance Costs incurred in connection with the issuance of the Major Improvement Area Bonds.

**“Major Improvement Area Bonds”** means those certain “City of Anna, Texas Special Assessment Revenue Bonds, Series 2019 (Hurricane Creek Public Improvement District Major Improvement Area Project)” that are secured by actual revenues received by or on behalf of the City from the collection of the Major Improvement Area Assessment, or the Annual Installments thereof.

**“Major Improvement Area Initial Parcel”** means the all property located within the Major Improvement Area, which is described on **Exhibit M-3**, and depicted on **Exhibit A-3**, against which the entire Major Improvement Area Assessment is levied as shown on Major Improvement Area Assessment Roll attached hereto as **Exhibit H-1**.

**“Major Improvement Area Projects”** means the pro rata portion of the Major Improvements allocable to the Major Improvement Area.

**“Major Improvements”** means those Authorized Improvements that confer special benefit to all the Assessed Property within the District, and as further described in **Section III.B** and depicted on **Exhibit J-2**.

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

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

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

**“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. This term is used in this 2022 Amended and Restated Service and Assessment Plan to collectively refer to: (1) the Improvement Area #1 Bonds, (2) the Major Improvement Area Bonds, and (3) the Improvement Area #2 Bonds, including any bonds issued to refund these bonds.

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

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

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

**“TIRZ No. 2”** means Tax Increment Reinvestment Zone No. 2, City of Anna, Texas created by the City pursuant to TIRZ Creation Ordinance No. 804-2019 on March 12, 2019.

**“TIRZ No. 2 Annual Credit Amount”** is defined in **Section V.B**, which amount shall not annually exceed the TIRZ No. 2 Maximum Annual Credit Amount, and which shall be transferred from the TIRZ No. 2 Fund to the applicable pledged revenue fund.

**“TIRZ No. 2 Fund”** means the tax increment fund created pursuant to the TIRZ No. 2 Ordinance where TIRZ No. 2 Revenues are deposited annually.

**“TIRZ No. 2 Maximum Annual Credit Amount”** means for each Lot Type in Improvement Area #1, the amount shown on **Exhibit F**.

**“TIRZ No. 2 Creation Ordinance”** means Ordinance No. 804-2019 adopted by the City Council on March 12, 2019, approving the TIRZ No. 2 Project Plan and authorizing the use of TIRZ No. 2 Revenues for project costs under the Chapter 311, Texas Tax Code as amended.

**“TIRZ No. 2 Project Plan”** means the Tax Reinvestment Zone Number Two, City of Anna, Texas, Project and Finance Plan, dated March 26, 2019.

**“TIRZ No. 2 Revenues”** mean, for each year during the term of TIRZ No. 2, the amounts which are deposited in the TIRZ No. 2 Fund pursuant to the TIRZ No. 2 Ordinance, and the TIRZ No. 2 Project Plan.

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

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## SECTION II: THE DISTRICT

The District includes approximately 368.200 contiguous acres located within the City, as more particularly described on **Exhibit M-1**, and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 898 single-family homes.

Improvement Area #1 includes approximately 92.186 contiguous acres located within the City, described on **Exhibit M-2**, and depicted on **Exhibit A-2**. Development of Improvement Area #1 includes 220 single-family homes.

The Major Improvement Area comprises future development phases for the District, none of which is within Improvement Area #1. The Major Improvement Area includes approximately 206.914 contiguous acres located within the City, as described on **Exhibit M-3**, and depicted on **Exhibit A-3**. Development of the Major Improvement Area is anticipated to include approximately 678 single-family homes. Improvement Area #2 is wholly within the Major Improvement Area. In addition to Improvement Area #2, the Major Improvement Area includes approximately 137.814 acres that are expected to be developed as future improvement areas.

Improvement Area #2 is located wholly within the Major Improvement Area, and includes approximately 69.1 acres as described on **Exhibit M-4**, and depicted on **Exhibit A-4**. Development of Improvement Area #2 is anticipated to contain 340 single-family homes.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, 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, has determined that the costs described below are costs of Authorized Improvements, as defined by the PID Act, that confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit B**.

### **A. Improvement Area #1 Improvements**

All Improvement Area #1 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

#### **▪ *Street Improvements***

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. 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 street access to each Lot within Improvement Area #1.

- *Water Improvements*

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

- *Sanitary Sewer Improvements*

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

- *Storm Drainage Improvements*

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, and erosion control necessary to provide storm drainage for each Lot in Improvement Area #1.

## **B. Major Improvements**

All Major Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Street Improvements*

Improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices.

- *Water Distribution System Improvements*

Improvements consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the District.

- *Sanitary Sewer Improvements*

Improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the District.



- *Storm Drainage Improvements*

Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts.

### **C. Improvement Area #2 Improvements**

All Improvement Area #2 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements including subgrade stabilization (including excavation), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. 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 street access to each Lot within Improvement Area #2.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #2.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm drainage improvements will provide storm drainage to each Lot within Improvement Area #2.

- *Soft Costs*

Improvements including engineering and design, construction inspection fees, geotechnical testing, governmental submittal fees, and 2% contractor completion bonds for the Improvement Area #2 Improvements described above.

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

- *Debt Service Reserve Fund*

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

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

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

- *Cost of Issuance*

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

#### **E. Other Costs**

- *Deposit to Administrative Fund*

Includes District Annual Collection Costs for the first year immediately following the issuance of a series of PID Bonds.

<b>SECTION IV: SERVICE PLAN</b>
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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 notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2022 Amended and Restated Service and

Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**.

**Exhibit D** summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property 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 2022 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 their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined the following:

- The costs of the Major Improvements were allocated between Improvement Area #1 and the Major Improvement Area pro rata based on the ratio of the Estimated Buildout Value of each Parcel designated as Major Improvement Area Assessed Property or Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Assessed

Property within the District at the time the 2019 Service and Assessment Plan was approved. At that time, Improvement Area #1 was allocated 31.51% of the Major Improvements, and the Major Improvement Area was allocated the remaining 68.49% of the Major Improvements.

- The costs of the Major Improvement Area Projects were allocated 100% to Major Improvement Area Assessed Property by spreading the entire Major Improvement Area Assessment across all Major Improvement Area Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Major Improvement Area Assessed Property to the Estimated Buildout Value of all Major Improvement Area Assessed Property at the time the 2019 Service and Assessment Plan was approved.
- The costs of the Improvement Area #1 Projects were allocated 100% to Improvement Area #1 Assessed Property by spreading the entire Improvement Area #1 Assessment across all Improvement Area #1 Assessed Property 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 the 2019 Service and Assessment Plan was approved.
- The costs of the Improvement Area #2 Projects shall be allocated 100% to Improvement Area #2 Assessed Property by spreading the entire Improvement Area #2 Assessment across all Improvement Area #2 Assessed Property 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. Currently, the Improvement Area #2 Initial Parcel is the only parcel within Improvement Area #2. As such, the Improvement Area #2 Initial Parcel shall be allocated 100% of the Improvement Area #2 Projects.

## **B. Assessments**

Assessments are levied on the Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit G-1**, the Major Improvement Area Assessment Roll, attached hereto as **Exhibit H-1**, and the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit I-1**. The projected Annual Installments for Improvement Area #1 are shown on **Exhibit G-2**, the projected Annual Installments for the Major Improvement Area are shown on **Exhibit H-2**, and the projected Annual Installments for Improvement Area #2 are shown on **Exhibit I-2**, 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, and the Major Improvement Area Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type within Improvement Area #1 and Improvement Area #2 is shown on **Exhibit E**. In no case will the Assessment for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, or Lot Type 7 exceed the corresponding Maximum Assessment.

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

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

#### *1. Improvement Area #1 Assessments*

- a. The costs of the Improvement Area #1 Projects were equal to \$8,384,413 as shown on **Exhibit B**; and
- b. The Improvement Area #1 Assessed Property received special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects; and
- c. With the adoption of the 2019 Assessment Ordinance, the Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which was equal to \$7,375,000;
- d. The special benefit ( $\geq \$8,384,413$ ) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects was equal to or greater than the amount of the Improvement Area #1 Assessment (\$7,375,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Projects.
- e. At the time the City Council approved the 2019 Assessment Ordinance, the Developer owned 100% of the Improvement Area #1 Initial Parcel. The Developer acknowledged that the Improvement Area #1 Projects conferred 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 and the 2019 Assessment Ordinance; (2) the 2019 Service and Assessment Plan and the 2019 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

## 2. *Major Improvement Area Assessments*

- a. The costs of the Major Improvement Area Projects were equal to \$3,535,000 as shown on **Exhibit B**; and
  - b. The Major Improvement Area Assessed Property received special benefit from the Major Improvement Area Projects equal to or greater than the Actual Cost of the Major Improvement Area Projects; and
  - c. With the adoption of the 2019 Assessment Ordinance, the Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessment. The Major Improvement Area Assessment was levied on Major Improvement Area Assessed Property for the Major Improvement Area Projects, which equals \$3,535,000;
  - d. The special benefit (  $\geq$  \$3,535,000) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects was equal to or greater than the amount of the Major Improvement Area Assessment (\$3,535,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects; and
  - e. At the time the City Council approved the 2019 Assessment Ordinance, the Developer owned 100% of the Major Improvement Area Initial Parcel. The Developer acknowledged that the Major Improvement Area Projects conferred a special benefit on the Major Improvement Area Initial Parcel and consented to the imposition of the Major Improvement Area 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 and the 2019 Assessment Ordinance; (2) the 2019 Service and Assessment Plan and the 2019 Assessment Ordinance; and (3) the levying of the Major Improvement Area Assessment on the Major Improvement Area Initial Parcel.
- *Improvement Area #2 Assessments*
    - The costs of the Improvement Area #2 Projects equal \$10,550,000 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

- With the adoption of the 2022 Assessment Ordinance, the Improvement Area #2 Assessed Property shall be allocated 100% of the Improvement Area #2 Assessment levied for the Improvement Area #2 Projects, which equal \$10,550,000; and
- The special benefit (  $\geq$  \$10,550,000) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Projects is equal to or greater than the amount of the Improvement Area #2 Assessment (\$10,550,000) levied on the Improvement Area #2 Assessed Property for the Improvement Area #2 Projects; and
- At the time the City Council approved the 2022 Assessment Ordinance, the Developer owned 100% of the Improvement Area #2 Assessed Property. The Developer acknowledged that the Improvement Area #2 Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments 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 2022 Assessment Ordinance levying the Improvement Area #2 Assessment; (2) this 2022 Amended and Restated Service and Assessment Plan and the 2022 Assessment Ordinance levying the Improvement Area #2 Assessment; and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

#### **D. Annual Collection Costs**

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

#### **E. Additional Interest**

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

## F. TIRZ No. 2 Annual Credit Amount

The City Council, in accordance with the Amended and Restated PID Reimbursement Agreement, has agreed to use a portion of TIRZ No. 2 Revenues generated (the “TIRZ No. 2 Annual Credit Amount”) from each Improvement Area #1 Assessed Property within the City’s corporate limits to offset a portion of such property’s Improvement Area #1 Annual Installment of the Improvement Area #1 Assessment, as applicable.

1. The Improvement Area #1 Annual Installment for an Improvement Area #1 Assessed Property within the City’s corporate limits shall be reduced by the TIRZ No. 2 Annual Credit Amount equal to the TIRZ No. 2 Revenue generated by the Assessed Property, on a Lot-by-Lot basis for the previous Tax Year (i.e. TIRZ No. 2 Revenue collected from the Improvement Area #1 Assessed Property for Tax Year 2023 shall be applied as the TIRZ No. 2 Annual Credit Amount applicable to such Improvement Area #1 Assessed Property’s Improvement Area #1 Annual Installment, as applicable, to be collected in Tax Year 2024). In no event shall the TIRZ No. 2 Annual Credit Amount exceed the TIRZ No. 2 Maximum Annual Credit Amount shown in **Section V.F.2** as calculated on **Exhibit F** for each Lot of Assessed Property within Improvement Area #1.
2. The TIRZ No. 2 Maximum Annual Credit Amount for an Improvement Area #1 Assessed Property within the City’s corporate limits is calculated for each Lot Type, as shown on **Exhibit F**. The TIRZ No. 2 Maximum Annual Credit Amount is calculated so that the Improvement Area #1 Annual Installment minus the TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type produces a total equivalent tax rate for such Lot Type which does not exceed the equivalent ad valorem tax rate, taking into consideration the tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Improvement Area #1 Annual Installment, as applicable, based on Estimated Buildout Values at the time the 2019 Assessment Ordinance was approved. The resulting TIRZ No. 2 Maximum Annual Credit Amount for each applicable Lot Type within the Improvement Area #1 is shown on **Exhibit F**.

After the TIRZ No. 2 Annual Credit Amount is applied to provide a credit towards a portion of the Improvement Area #1 Annual Installment for the Assessed Property within the City’s corporate limits, any excess TIRZ No. 2 Revenues available from the TIRZ No. 2 Fund shall be transferred from the TIRZ No. 2 Fund to the City, and shall not be available to offset the applicable Annual Installment related to such Lot.

3. For the term of the Improvement Area #1 Bonds, TIRZ No. 2 Maximum Annual Credit Amount may not be lowered even if the total equivalent tax rate on Improvement Area #1 increases above or decreases below \$3.07 per \$100 of assessed value (inclusive of the equivalent tax rate of the Improvement Area #1 Annual Installment, as applicable, and all overlapping taxing jurisdictions) based on increases or decreases in the rates charged by taxing jurisdictions



other than the City, including the school and the county, for each Lot Type unless Improvement Area #1 Assessments are lowered by a like amount.

## 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 for the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Developer, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Value for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, and Lot Type 7 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 divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

## 2. *Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

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

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Value for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, and Lot Type 7 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 Parcel or Lot, the Administrator shall allocate the Assessments against the Lots or Parcels before the

consolidation to the consolidated Lot or Parcel, which allocation shall be 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 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, and the TIRZ No. 2 Annual Credit Amount, applicable only to Lots within Improvement Area #1, 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 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 pay, at any time, all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

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

If an Assessment on an Assessed Property is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit 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.

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

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-2** shows the estimated Annual Installments for Improvement Area #1, **Exhibit I-2** shows the estimated Annual Installments for Improvement Area #2, and **Exhibit H-2** shows the estimated Annual Installments for the Major Improvement Area. Annual Installments are subject to adjustment in each Annual Service Plan Update.

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

Installment shall be allocated pro rata based on the acreage of the property not including any Non-Benefitted Property or non-assessed property, as shown by Collin Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. 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.

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.

#### **G. Prepayment as a Result of an Eminent Domain Proceeding or Taking**

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the

Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

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

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-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 list of current Lots within the District, the corresponding total Assessments, and current Annual Installment by Lot for Improvement Area #1, the Major Improvement Area, and Improvement Area #2 are shown on the Assessment Rolls attached hereto as **Exhibit G-1**, **Exhibit H-1**, and **Exhibit I-1**, respectively. The Lots shown on the Assessment Rolls will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by January 31, 2023.

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

The Major Improvement Area 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 Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 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 2022 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 a written notice or 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 2022 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 2022 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 2022 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2022 Amended and Restated Service and Assessment Plan.

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

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2022 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 2022 Amended and Restated Service and Assessment Plan. Interpretations of this 2022 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 Developer and their successors and assigns.

### **D. Form of Buyer Disclosure; Filing in Real Property Records**

Within seven days of approval by the City Council, the City Secretary shall file and record in the real property records of the County the executed Assessment Ordinance approving this 2022 Amended and Restated Service and Assessment Plan. In addition, the City Secretary shall similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.



### **E. Severability**

If any provision of this 2022 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.

[Remainder of page intentionally left blank.]

## EXHIBITS

The following Exhibits are attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes:

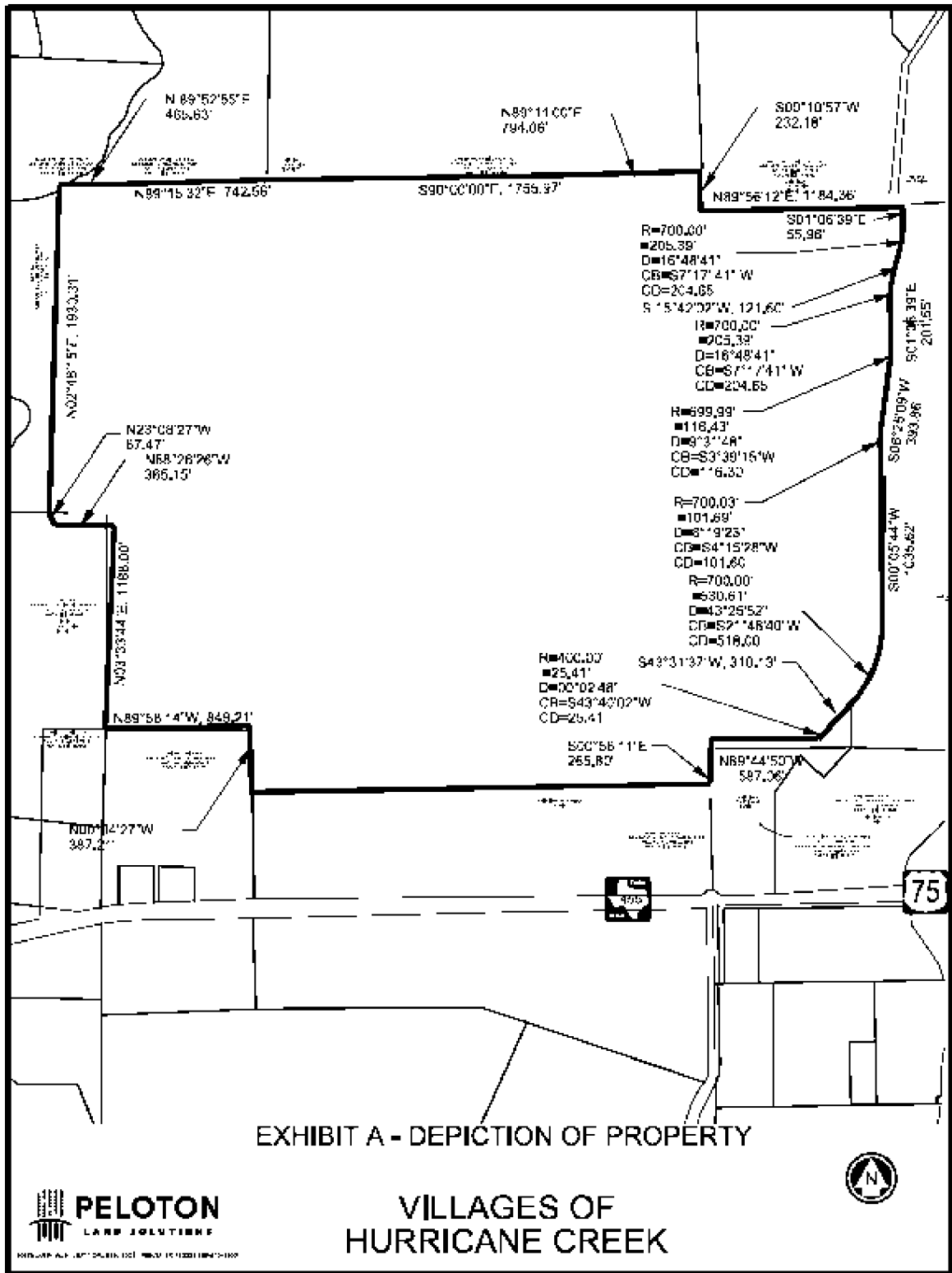
<b>Exhibit A-1</b>	Map of the District
<b>Exhibit A-2</b>	Map of Improvement Area #1
<b>Exhibit A-3</b>	Map of Major Improvement Area
<b>Exhibit A-4</b>	Map of Improvement Area #2
<b>Exhibit B</b>	Project Costs
<b>Exhibit C</b>	Service Plan
<b>Exhibit D</b>	Sources and Uses of Funds
<b>Exhibit E</b>	Maximum Assessment and Tax Rate Equivalent
<b>Exhibit F</b>	TIRZ No. 2 Maximum Annual Credit Amount
<b>Exhibit G-1</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G-2</b>	Improvement Area #1 Annual Installments
<b>Exhibit H-1</b>	Major Improvement Area Assessment Roll
<b>Exhibit H-2</b>	Major Improvement Area Annual Installments
<b>Exhibit I-1</b>	Improvement Area #2 Assessment Roll
<b>Exhibit I-2</b>	Improvement Area #2 Annual Installments
<b>Exhibit J-1</b>	Maps of Improvement Area #1 Improvements
<b>Exhibit J-2</b>	Maps of Major Improvements
<b>Exhibit J-3</b>	Maps of Improvement Area #2 Improvements
<b>Exhibit K</b>	Form of Notice of PID Assessment Termination
<b>Exhibit L-1</b>	Debt Service Schedule for Improvement Area #1 Bonds
<b>Exhibit L-2</b>	Debt Service Schedule for Major Improvement Area Bonds
<b>Exhibit L-3</b>	Debt Service Schedule for Improvement Area #2 Bonds
<b>Exhibit M-1</b>	District Boundary Description
<b>Exhibit M-2</b>	Improvement Area #1 Boundary Description
<b>Exhibit M-3</b>	Major Improvement Area Boundary Description
<b>Exhibit M-4</b>	Improvement Area #2 Boundary Description

## APPENDICES

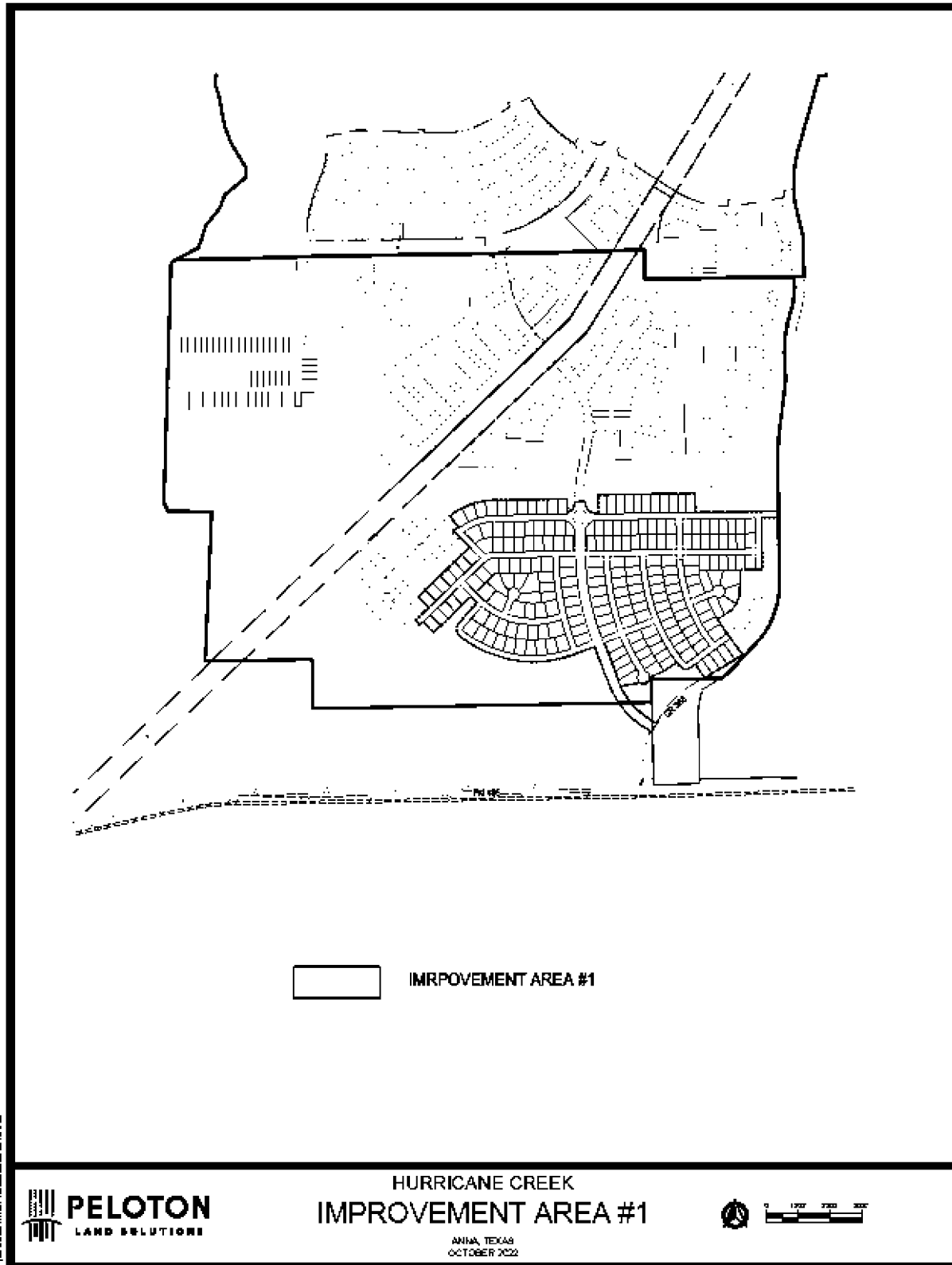
The following Appendices are attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes:

<b>Appendix A</b>	Improvement Area #2 Engineer's Report
<b>Appendix B</b>	Buyer Disclosures

# EXHIBIT A-1 – MAP OF DISTRICT



**EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1**



## EXHIBIT A-3 – MAP OF MAJOR IMPROVEMENT AREA

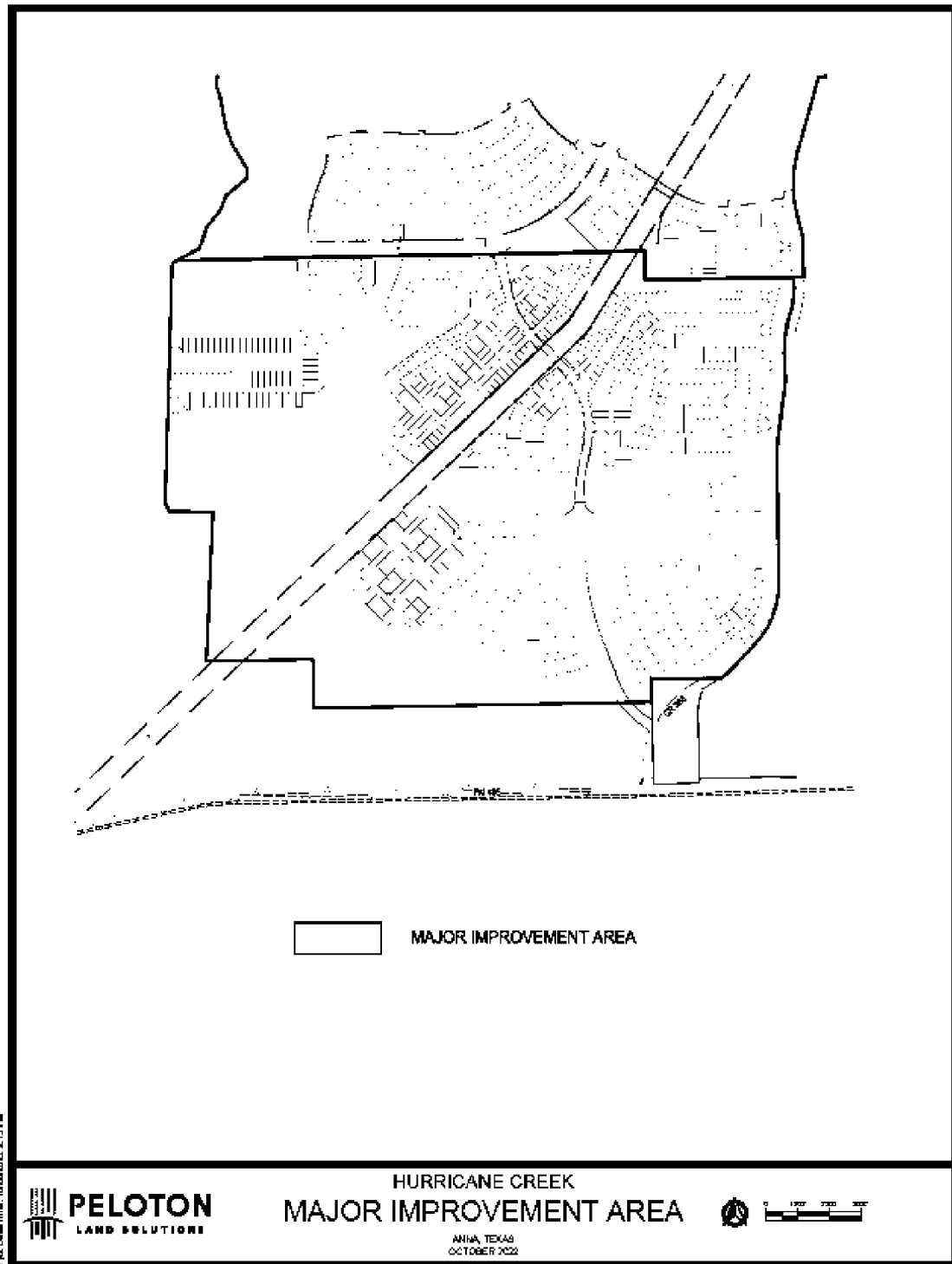
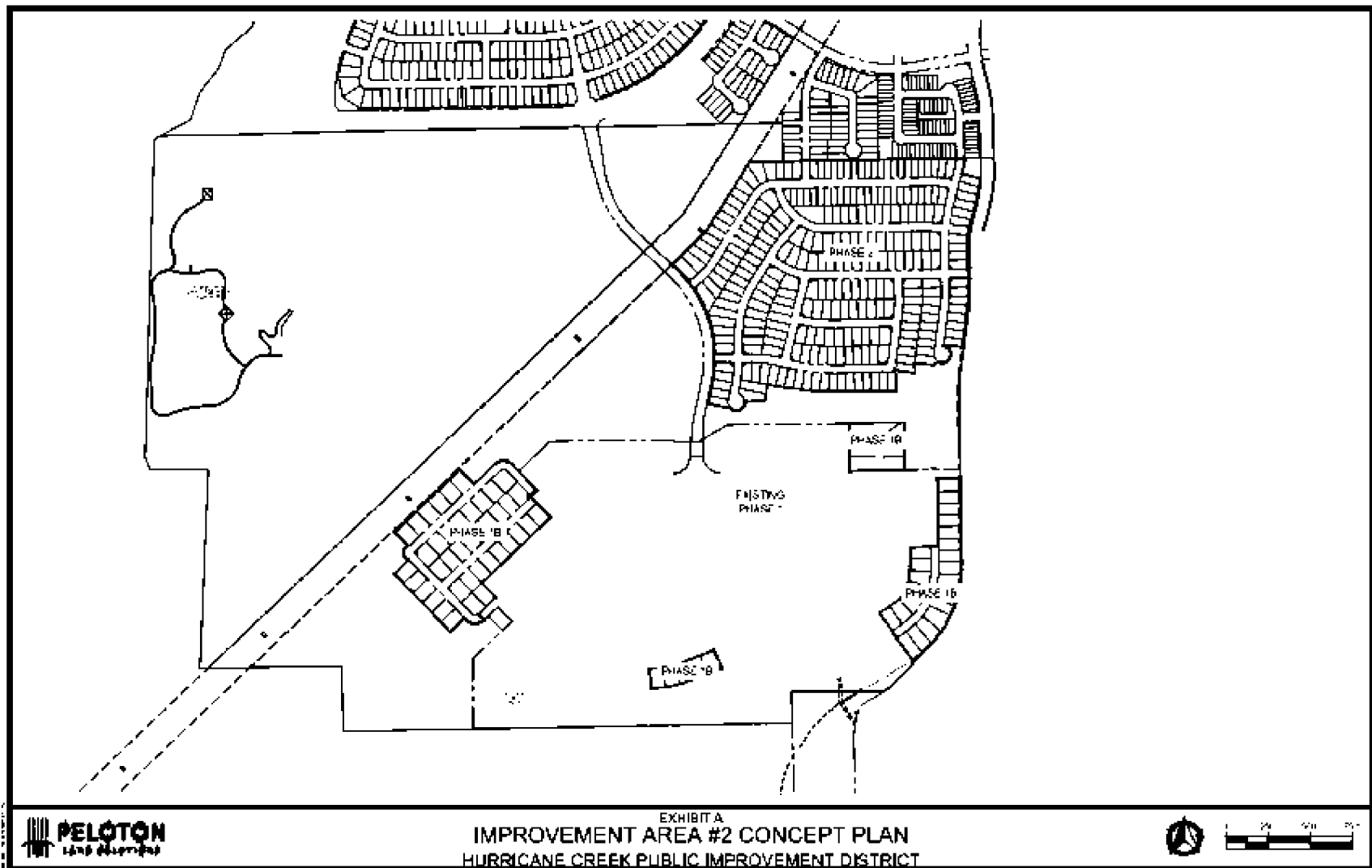


EXHIBIT A-4 – MAP OF IMPROVEMENT AREA #2



## EXHIBIT B – PROJECT COSTS

	Total Costs	Non-PID (Oversizing)	Private Improvements	District Eligible Costs	Improvement Area #1 % Cost	Major Improvement Area % Cost	Improvement Area #2 % Cost
<i>Improvement Area #1 Improvements</i>							
Street	\$ 2,701,765	\$ -	\$ -	\$ 2,701,765	100.00%	\$ -	0.00%
Water	838,296	-	-	838,296	100.00%	-	0.00%
Sanitary Sewer	714,688	-	-	714,688	100.00%	-	0.00%
Developer District Formation Expenses	647,921	-	-	647,921	100.00%	-	0.00%
Geotechnical testing, SWPPP, Flood Study	463,943	-	-	463,943	100.00%	-	0.00%
	<u>\$ 5,366,613</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,366,613</u>		<u>\$ -</u>	<u>\$ -</u>
<i>Major Improvements</i>							
Street	\$ 1,400,925	\$ -	-	\$ 1,400,925	31.51%	\$ 959,495	0.00%
Water	380,448	58,856	-	321,592	31.51%	220,259	0.00%
Sanitary Sewer	1,217,218	169,891	-	1,047,327	31.51%	717,315	0.00%
Storm Drainage	597,350	-	-	597,350	31.51%	409,126	0.00%
Street Lights/Hike & Bike Trail	148,984	-	-	148,984	31.51%	102,039	0.00%
	<u>\$ 3,744,925</u>	<u>\$ 228,747</u>	<u>\$ -</u>	<u>\$ 3,516,178</u>		<u>\$ 2,408,234</u>	<u>\$ -</u>
<i>Improvement Area #2 Improvements <sup>[a]</sup></i>							
Street	\$ 2,567,570	\$ -	\$ -	\$ 2,567,570	0.00%	\$ -	100.00%
Water	1,101,249	-	-	1,101,249	0.00%	-	100.00%
Sanitary Sewer	1,223,558	-	-	1,223,558	0.00%	-	100.00%
Storm Drainage	776,994	-	-	776,994	0.00%	-	100.00%
Soft Costs	2,671,437	-	-	2,671,437	0.00%	-	100.00%
	<u>\$ 8,340,808</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,340,808</u>		<u>\$ -</u>	<u>\$ 8,340,808</u>
<i>Private Improvements</i>							
Private Improvements	\$ 606,990	\$ -	\$ 606,990	\$ -	\$ -	\$ -	\$ -
	<u>\$ 606,990</u>	<u>\$ -</u>	<u>\$ 606,990</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 1,661,450	\$ -	\$ -	\$ 1,661,450	\$ 585,750	\$ 291,300	\$ 784,400
Capitalized Interest	1,572,630	-	-	1,572,630	670,445	490,705	411,481
Underwriter Discount	643,800	-	-	677,215	221,250	106,050	316,500
Cost of Issuance	1,257,933	-	-	1,257,933	397,411	203,711	656,811
	<u>\$ 5,135,813</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,169,229</u>	<u>\$ 1,874,855</u>	<u>\$ 1,091,766</u>	<u>\$ 2,169,192</u>
<i>Other Costs</i>							
Deposit to Administrative Fund	\$ 110,000	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000	\$ 40,000
	<u>\$ 110,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,000</u>	<u>\$ 35,000</u>	<u>\$ 40,000</u>
<b>Total</b>	<b>\$ 23,305,150</b>	<b>\$ 228,747</b>	<b>\$ 606,990</b>	<b>\$ 22,392,828</b>	<b>\$ 8,384,413</b>	<b>\$ 3,535,000</b>	<b>\$ 10,550,000</b>

**Footnotes:**

[a] Costs were determined by the Improvement Area #2 Engineer's Report attached hereto as **Appendix A**.

<b>EXHIBIT C – SERVICE PLAN</b>
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		Improvement Area #1				
Annual Installment Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 115,000.00	\$ 125,000.00	\$ 130,000.00	\$ 135,000.00	\$ 145,000.00
Interest		458,125.00	451,512.50	444,325.00	436,850.00	429,087.50
TIRZ No. 2 Annual Credit Amount <sup>[a]</sup>		(28,668.01)	-	-	-	-
	(1)	\$ 544,456.99	\$ 576,512.50	\$ 574,325.00	\$ 571,850.00	\$ 574,087.50
Annual Collection Costs	(2)	\$ 58,309.04	\$ 59,475.22	\$ 60,664.73	\$ 61,878.02	\$ 63,115.58
Additional Interest	(3)	\$ 35,800.00	\$ 35,225.00	\$ 34,600.00	\$ 33,950.00	\$ 33,275.00
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 638,566.03</b>	<b>\$ 671,212.72</b>	<b>\$ 669,589.73</b>	<b>\$ 667,678.02</b>	<b>\$ 670,478.08</b>

		Major Improvement Area				
Annual Installment Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 60,000.00	\$ 60,000.00	\$ 65,000.00	\$ 70,000.00	\$ 70,000.00
Interest		231,300.00	227,700.00	224,100.00	220,200.00	216,000.00
	(1)	\$ 291,300.00	\$ 287,700.00	\$ 289,100.00	\$ 290,200.00	\$ 286,000.00
Annual Collection Costs	(2)	\$ 22,027.63	\$ 22,468.18	\$ 22,917.55	\$ 23,375.90	\$ 23,843.42
Additional Interest	(3)	\$ 17,400.00	\$ 17,100.00	\$ 16,800.00	\$ 16,475.00	\$ 16,125.00
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 330,727.63</b>	<b>\$ 327,268.18</b>	<b>\$ 328,817.55</b>	<b>\$ 330,050.90</b>	<b>\$ 325,968.42</b>

		Improvement Area #2				
Annual Installment Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ -	\$ 151,000.00	\$ 158,000.00	\$ 166,000.00	\$ 175,000.00
Interest		411,480.72	614,660.00	607,110.00	599,210.00	590,910.00
Capitalized Interest		(411,480.72)	-	-	-	-
	(1)	\$ -	\$ 765,660.00	\$ 765,110.00	\$ 765,210.00	\$ 765,910.00
Annual Collection Costs	(2)	\$ -	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Additional Interest	(3)	\$ -	\$ 52,750.00	\$ 51,995.00	\$ 51,205.00	\$ 50,375.00
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ -</b>	<b>\$ 859,210.00</b>	<b>\$ 858,721.00</b>	<b>\$ 858,863.32</b>	<b>\$ 859,582.29</b>

**Footnotes:**

[a] The TIRZ No. 2 Revenue generated by the Improvement Area #1 Assessed Property for the previous Tax Year shall be applied pro rata based on the outstanding Assessment of each Lot to reduce the principal required for the Improvement Area #1 Annual Installment.



<b>EXHIBIT D – SOURCES AND USES OF FUNDS</b>
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	Non-PID Oversizing	Private Improvements	Improvement Area #1	Major Improvement Area	Improvement Area #2	Total
<b>Sources of Funds</b>						
Improvement Area #1 Bonds	\$ -	\$ -	\$ 7,375,000	\$ -	\$ -	\$ 7,375,000
Major Improvement Area Bonds	-	-	-	3,535,000	-	3,535,000
Improvement Area #2 Bonds	-	-	-	-	10,550,000	10,550,000
Developer Contribution <sup>[a]</sup>	-	-	1,009,413	-	-	1,009,413
Developer Contribution - Private Improvements <sup>[a]</sup>	228,747	606,990	-	-	-	835,737
<b>Total Sources</b>	<b>\$ 228,747</b>	<b>\$ 606,990</b>	<b>\$ 8,384,413</b>	<b>\$ 3,535,000</b>	<b>\$ 10,550,000</b>	<b>\$ 23,305,150</b>
<b>Uses of Funds</b>						
Improvement Area #1 Improvements	\$ -	\$ -	\$ 5,366,613	\$ -	\$ -	\$ 5,366,613
Improvement Area #2 Improvements	-	-	-	-	8,340,808	8,340,808
Major Improvements	228,747	-	1,107,944	2,408,234	-	3,744,925
Private Improvements	-	606,990	-	-	-	606,990
	<u>\$ 228,747</u>	<u>\$ 606,990</u>	<u>\$ 6,474,557</u>	<u>\$ 2,408,234</u>	<u>\$ 8,340,808</u>	<u>\$ 18,059,336</u>
<i>Bond Issuance Costs</i>						
Debt Service Reserve Fund	\$ -	\$ -	\$ 585,750	\$ 291,300	\$ 784,400	\$ 1,661,450
Capitalized Interest	-	-	670,445	490,705	411,481	1,572,630
Underwriter Discount	-	-	221,250	106,050	316,500	643,800
Cost of Issuance	-	-	397,411	203,711	656,811	1,257,933
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,874,855</u>	<u>\$ 1,091,766</u>	<u>\$ 2,169,192</u>	<u>\$ 5,135,813</u>
<i>Other Costs</i>						
Deposit to Administrative Fund	\$ -	-	\$ 35,000	\$ 35,000	\$ 40,000	\$ 110,000
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,000</u>	<u>\$ 35,000</u>	<u>\$ 40,000</u>	<u>\$ 110,000</u>
<b>Total Uses</b>	<b>\$ 228,747</b>	<b>\$ 606,990</b>	<b>\$ 8,384,413</b>	<b>\$ 3,535,000</b>	<b>\$ 10,550,000</b>	<b>\$ 23,305,150</b>

**Footnotes:**

[a] Non-reimbursable to Developer through PID Bonds or Assessments.

## EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units <sup>[a]</sup>	Estimated Buildout Value <sup>[a]</sup>		Improvement Area #1 Assessment		Major Improvement Area Assessment		Improvement Area #2 Assessment		Total Maximum Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1														
Lot Type 1	143	\$ 307,000	\$ 43,901,000	\$ 30,991	\$ 4,431,694	\$ -	\$ -	\$ -	\$ -	\$ 30,991	\$ 4,431,694	\$ 2,925	\$ 418,241	\$ 0.953
Lot Type 2	77	\$ 351,000	\$ 27,027,000	\$ 35,433	\$ 2,728,306	\$ -	\$ -	\$ -	\$ -	\$ 35,433	\$ 2,728,306	\$ 3,344	\$ 257,484	\$ 0.953
Subtotal	220	\$ 70,928,000		\$ 7,160,000		\$ -				\$ 7,160,000		\$ 675,724		
Improvement Area #2														
Lot Type 3	44	\$ 375,000	\$ 16,500,000	\$ -	\$ -	\$ 4,373	\$ 192,394	\$ 25,661	\$ 1,129,074	\$ 30,033	\$ 1,321,468	\$ 2,499	\$ 109,939	\$ 0.666
Lot Type 4	223	\$ 425,000	\$ 94,775,000	\$ -	\$ -	\$ 4,956	\$ 1,105,100	\$ 29,082	\$ 6,485,333	\$ 34,038	\$ 7,590,433	\$ 2,832	\$ 631,486	\$ 0.666
Lot Type 5	32	\$ 550,000	\$ 17,600,000	\$ -	\$ -	\$ 6,413	\$ 205,220	\$ 37,636	\$ 1,204,346	\$ 44,049	\$ 1,409,566	\$ 3,665	\$ 117,269	\$ 0.666
Lot Type 6	27	\$ 600,000	\$ 16,200,000	\$ -	\$ -	\$ 6,996	\$ 188,896	\$ 41,057	\$ 1,108,545	\$ 48,053	\$ 1,297,441	\$ 3,998	\$ 107,941	\$ 0.666
Lot Type 7	14	\$ 650,000	\$ 9,100,000	\$ -	\$ -	\$ 7,579	\$ 106,108	\$ 44,479	\$ 622,701	\$ 52,058	\$ 728,810	\$ 4,331	\$ 60,633	\$ 0.666
Subtotal	340	\$ 154,175,000		\$ -		\$ 1,797,718		\$ 10,550,000		\$ 12,347,718		\$ 1,027,268		
Major Improvement Area (Less Improvement Area #2)														
	338	\$ 144,275,000				\$ 1,682,282								
Total	898	\$ 369,378,000		\$ 7,160,000		\$ 3,480,000		\$ 10,550,000		\$ 19,507,718		\$ 1,702,992		

**Footnotes:**

[a] Per information provided by the Developer.

<b>EXHIBIT F – TIRZ NO. 2 MAXIMUM ANNUAL CREDIT AMOUNT</b>
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Lot Type	Units	Gross Tax Stack <sup>[a]</sup>	Gross District Tax Rate Equivalent	TIRZ No. 2 Maximum Annual Credit Amount <sup>[b]</sup>		Net District Tax Rate Equivalent	Net Total Tax Stack
				TRE	Per Unit		
Improvement Area #1							
Lot Type 1	143	\$ 2.216	\$ 0.953	\$ (0.375)	\$ (1,151)	\$ 0.578	\$ 2.794
Lot Type 2	77	\$ 2.216	\$ 0.953	\$ (0.375)	\$ (1,316)	\$ 0.578	\$ 2.794
Subtotal	220			\$ (265,838)			\$ 2.794

**Footnotes:**

[a] Represents 2022 overlapping Tax Rates.

[b] The TIRZ No. 2 Maximum Credit Amount is applied only to a portion of principal and interest on Improvement Area #1 Bonds. There are five units to be located within TIRZ No. 2 and Improvement Area #2, but will receive no TIRZ No. 2 Maximum Credit Amount since there is no Improvement Area #1 Assessment on those Lots.

<b>EXHIBIT G-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL</b>
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Property ID	Lot Type	Improvement Area #1 <sup>[a]</sup>	
		Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>[b],[c]</sup>
2821896	1	\$ 30,990.86	\$ 2,751.25
2821897	1	\$ 30,990.86	\$ 2,757.59
2821898	1	\$ 30,990.86	\$ 2,757.59
2821899	1	\$ 30,990.86	\$ 2,751.25
2821900	1	\$ 30,990.86	\$ 2,751.25
2821901	1	\$ 30,990.86	\$ 2,757.59
2821902	1	\$ 30,990.86	\$ 2,763.91
2821903	1	\$ 30,990.86	\$ 2,763.91
2821904	1	\$ 30,990.86	\$ 2,763.91
2821905	1	\$ 30,990.86	\$ 2,757.59
2821906	1	\$ 30,990.86	\$ 2,757.59
2821907	1	\$ 30,990.86	\$ 2,763.91
2821908	1	\$ 30,990.86	\$ 2,763.91
2821909	1	\$ 30,990.86	\$ 2,763.91
2821910	1	\$ 30,990.86	\$ 2,763.91
2821911	1	\$ 30,990.86	\$ 2,757.59
2821912	1	\$ 30,990.86	\$ 2,757.59
2821913	1	\$ 30,990.86	\$ 2,757.59
2821914	1	\$ 30,990.86	\$ 2,751.25
2821915	1	\$ 30,990.86	\$ 2,751.25
2821916	1	\$ 30,990.86	\$ 2,751.25
2821918	1	\$ 30,990.86	\$ 2,763.91
2821919	1	\$ 30,990.86	\$ 2,763.91
2821920	1	\$ 30,990.86	\$ 2,751.25
2821921	1	\$ 30,990.86	\$ 2,763.91
2821922	1	\$ 30,990.86	\$ 2,751.25
2821923	1	\$ 30,990.86	\$ 2,744.93
2821924	1	\$ 30,990.86	\$ 2,738.60
2821925	1	\$ 30,990.86	\$ 2,751.25
2821926	1	\$ 30,990.86	\$ 2,763.91
2821927	1	\$ 30,990.86	\$ 2,751.25
2821928	1	\$ 30,990.86	\$ 2,763.91
2821929	1	\$ 30,990.86	\$ 2,757.59
2821930	1	\$ 30,990.86	\$ 2,757.59
2821931	1	\$ 30,990.86	\$ 2,757.59
2821932	1	\$ 30,990.86	\$ 2,763.91
2821933	1	\$ 30,990.86	\$ 2,763.91
2821934	1	\$ 30,990.86	\$ 2,763.91
2821935	1	\$ 30,990.86	\$ 2,763.91
2821936	1	\$ 30,990.86	\$ 2,757.59

Property ID	Lot Type	Improvement Area #1 <sup>[a]</sup>	
		Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>[b],[c]</sup>
2821937	1	\$ 30,990.86	\$ 2,757.59
2821938	1	\$ 30,990.86	\$ 2,763.91
2821939	1	\$ 30,990.86	\$ 2,763.91
2821940	1	\$ 30,990.86	\$ 2,763.91
2821941	1	\$ 30,990.86	\$ 2,763.91
2821942	1	\$ 30,990.86	\$ 2,763.91
2821943	1	\$ 30,990.86	\$ 2,763.91
2821944	1	\$ 30,990.86	\$ 2,763.91
2821945	1	\$ 30,990.86	\$ 2,763.91
2821946	1	\$ 30,990.86	\$ 2,763.91
2821947	1	\$ 30,990.86	\$ 2,763.91
2821948	1	\$ 30,990.86	\$ 2,763.91
2821949	1	\$ 30,990.86	\$ 2,763.91
2821950	1	\$ 30,990.86	\$ 2,763.91
2821951	1	\$ 30,990.86	\$ 2,763.91
2821952	1	\$ 30,990.86	\$ 2,763.91
2821953	1	\$ 30,990.86	\$ 2,763.91
2821954	1	\$ 30,990.86	\$ 2,763.91
2821955	1	\$ 30,990.86	\$ 2,763.91
2821956	1	\$ 30,990.86	\$ 2,763.91
2821957	1	\$ 30,990.86	\$ 2,763.91
2821958	1	\$ 30,990.86	\$ 2,763.91
2821959	1	\$ 30,990.86	\$ 2,757.59
2821960	1	\$ 30,990.86	\$ 2,751.25
2821961	1	\$ 30,990.86	\$ 2,757.59
2821962	1	\$ 30,990.86	\$ 2,757.59
2821963	1	\$ 30,990.86	\$ 2,757.59
2821964	1	\$ 30,990.86	\$ 2,791.46
2821965	1	\$ 30,990.86	\$ 2,757.59
2821966	1	\$ 30,990.86	\$ 2,757.59
2821967	1	\$ 30,990.86	\$ 2,757.59
2821968	1	\$ 30,990.86	\$ 2,763.91
2821969	1	\$ 30,990.86	\$ 2,763.91
2821970	1	\$ 30,990.86	\$ 2,763.91
2821971	1	\$ 30,990.86	\$ 2,763.91
2821972	1	\$ 30,990.86	\$ 2,763.91
2821973	1	\$ 30,990.86	\$ 2,757.59
2821974	1	\$ 30,990.86	\$ 2,757.59
2821975	1	\$ 30,990.86	\$ 2,757.59
2821976	1	\$ 30,990.86	\$ 2,757.59

Property ID	Lot Type	Improvement Area #1 <sup>[a]</sup>		
		Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>[b],[c]</sup>	
2821977	1	\$ 30,990.86	\$	2,757.59
2821978	1	\$ 30,990.86	\$	2,757.59
2821979	1	\$ 30,990.86	\$	2,757.59
2821980	1	\$ 30,990.86	\$	2,757.59
2821981	1	\$ 30,990.86	\$	2,757.59
2821982	1	\$ 30,990.86	\$	2,763.91
2821984	1	\$ 30,990.86	\$	2,763.91
2821985	1	\$ 30,990.86	\$	2,763.91
2821986	1	\$ 30,990.86	\$	2,763.91
2821987	1	\$ 30,990.86	\$	2,763.91
2821988	1	\$ 30,990.86	\$	2,763.91
2821989	1	\$ 30,990.86	\$	2,763.91
2821990	1	\$ 30,990.86	\$	2,763.91
2821991	1	\$ 30,990.86	\$	2,757.59
2821992	1	\$ 30,990.86	\$	2,757.59
2821993	1	\$ 30,990.86	\$	2,763.91
2821994	1	\$ 30,990.86	\$	2,763.91
2821995	1	\$ 30,990.86	\$	2,763.91
2821996	1	\$ 30,990.86	\$	2,763.91
2821997	1	\$ 30,990.86	\$	2,763.91
2821998	1	\$ 27,324.41	\$	2,421.94
2821999	1	\$ 30,990.86	\$	2,763.91
2822000	1	\$ 30,990.86	\$	2,763.91
2822001	1	\$ 30,990.86	\$	2,763.91
2822002	1	\$ 30,990.86	\$	2,757.59
2822003	1	\$ 30,990.86	\$	2,763.91
2822004	1	\$ 30,990.86	\$	2,763.91
2822005	1	\$ 30,990.86	\$	2,763.91
2822006	1	\$ 30,990.86	\$	2,763.91
2822007	1	\$ 30,990.86	\$	2,763.91
2822008	1	\$ 30,990.86	\$	2,763.91
2822009	1	\$ 30,990.86	\$	2,757.59
2822010	1	\$ 30,990.86	\$	2,757.59
2822011	1	\$ 30,990.86	\$	2,763.91
2822012	1	\$ 30,990.86	\$	2,763.91
2822013	1	\$ 30,990.86	\$	2,763.91
2822014	1	\$ 30,990.86	\$	2,763.91
2822015	1	\$ 30,990.86	\$	2,763.91
2822016	1	\$ 30,990.86	\$	2,763.91
2822017	1	\$ -	\$	-

Property ID	Lot Type	Improvement Area #1 <sup>[a]</sup>	
		Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>[b],[c]</sup>
2822018	1	\$ 30,990.86	\$ 2,757.59
2822019	1	\$ 30,990.86	\$ 2,757.59
2822020	1	\$ 30,990.86	\$ 2,757.59
2822021	1	\$ 30,990.86	\$ 2,757.59
2822022	1	\$ 30,990.86	\$ 2,757.59
2822023	1	\$ 30,990.86	\$ 2,757.59
2822024	1	\$ 30,990.86	\$ 2,757.59
2822025	1	\$ 30,990.86	\$ 2,757.59
2822026	1	\$ 30,990.86	\$ 2,757.59
2822027	1	\$ 30,990.86	\$ 2,757.59
2822028	1	\$ 30,990.86	\$ 2,757.59
2822029	1	\$ 30,990.86	\$ 2,757.59
2822031	1	\$ 30,990.86	\$ 2,757.59
2822032	1	\$ 30,990.86	\$ 2,757.59
2822033	1	\$ 30,990.86	\$ 2,757.59
2822034	1	\$ 30,990.86	\$ 2,757.59
2822035	1	\$ 30,990.86	\$ 2,757.59
2822036	1	\$ 30,990.86	\$ 2,757.59
2822037	1	\$ 30,990.86	\$ 2,757.59
2822038	1	\$ 30,990.86	\$ 2,757.59
2822039	2	\$ 35,432.55	\$ 3,165.52
2822040	2	\$ 35,432.55	\$ 3,171.86
2822041	2	\$ 35,432.55	\$ 3,171.86
2822042	2	\$ 35,432.55	\$ 3,171.86
2822043	2	\$ 35,432.55	\$ 3,171.86
2822044	2	\$ 35,432.55	\$ 3,171.86
2822045	2	\$ 35,432.55	\$ 3,171.86
2822046	2	\$ 35,432.55	\$ 3,159.20
2822047	2	\$ 35,432.55	\$ 3,171.86
2822048	2	\$ 35,432.55	\$ 3,171.86
2822049	2	\$ 35,432.55	\$ 3,171.86
2822050	2	\$ 35,432.55	\$ 3,171.86
2822051	2	\$ 35,432.55	\$ 3,304.78
2822052	2	\$ 35,432.55	\$ 3,171.86
2822053	2	\$ 35,432.55	\$ 3,171.86
2822054	2	\$ 35,432.55	\$ 3,171.86
2822055	2	\$ 35,432.55	\$ 3,171.86
2822056	2	\$ 35,432.55	\$ 3,165.52
2822057	Non-Benefited Property	\$ -	\$ -
2822059	2	\$ 35,432.55	\$ 3,159.20

Property ID	Lot Type	Improvement Area #1 <sup>[a]</sup>		
		Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>[b],[c]</sup>	
2822060	2	\$ 35,432.55	\$	3,171.86
2822061	2	\$ 35,432.55	\$	3,171.86
2822062	2	\$ 35,432.55	\$	3,171.86
2822063	2	\$ 35,432.55	\$	3,171.86
2822064	2	\$ 35,432.55	\$	3,165.52
2822065	1	\$ 30,990.86	\$	2,757.59
2822066	1	\$ 30,990.86	\$	2,763.91
2822067	1	\$ 30,990.86	\$	2,757.59
2822078	2	\$ 35,432.55	\$	3,171.86
2822079	2	\$ 35,432.55	\$	3,171.86
2822080	2	\$ 35,432.55	\$	3,171.86
2822081	2	\$ 35,432.55	\$	3,159.20
2822082	2	\$ 35,432.55	\$	3,159.20
2822083	2	\$ 35,432.55	\$	3,152.87
2822084	2	\$ 35,432.55	\$	3,165.52
2822085	2	\$ 35,432.55	\$	3,171.86
2822086	2	\$ 35,432.55	\$	3,159.20
2822087	2	\$ 35,432.55	\$	3,159.20
2822088	2	\$ 35,432.55	\$	3,159.20
2822090	2	\$ 35,432.55	\$	3,165.52
2822091	2	\$ 35,432.55	\$	3,171.86
2822092	2	\$ 35,432.55	\$	3,165.52
2822093	2	\$ 35,432.55	\$	3,171.86
2822094	2	\$ 35,432.55	\$	3,171.86
2822095	2	\$ 35,432.55	\$	3,171.86
2822097	2	\$ 35,432.55	\$	3,171.86
2822098	2	\$ 35,432.55	\$	3,171.86
2822099	2	\$ 35,432.55	\$	3,171.86
2822100	2	\$ 35,432.55	\$	3,171.86
2822101	2	\$ 35,432.55	\$	3,171.86
2822102	2	\$ 35,432.55	\$	3,154.58
2822103	2	\$ 35,432.55	\$	3,154.58
2822104	2	\$ 35,432.55	\$	3,165.52
2822105	2	\$ 35,432.55	\$	3,165.52
2822106	2	\$ 35,432.55	\$	3,171.86
2822107	2	\$ 35,432.55	\$	3,171.86
2822108	2	\$ 35,432.55	\$	3,171.86
2822109	2	\$ 35,432.55	\$	3,171.86
2822110	2	\$ 35,432.55	\$	3,171.86
2822111	2	\$ 35,432.55	\$	3,171.86



Property ID	Lot Type	Improvement Area #1 <sup>[a]</sup>	
		Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>[b],[c]</sup>
2822112	2	\$ 35,432.55	\$ 3,171.86
2822113	2	\$ 35,432.55	\$ 3,171.86
2822114	2	\$ 35,432.55	\$ 3,171.86
2822115	2	\$ -	\$ -
2822116	2	\$ 35,432.55	\$ 3,171.86
2822117	2	\$ 35,432.55	\$ 3,171.86
2822118	2	\$ 35,432.55	\$ 3,171.86
2822119	2	\$ 35,432.55	\$ 3,171.86
2822120	2	\$ 35,432.55	\$ 3,171.86
2822121	2	\$ 35,432.55	\$ 3,159.20
2822123	2	\$ 35,432.55	\$ 3,165.52
2822124	2	\$ 35,432.55	\$ 3,171.86
2822125	2	\$ 35,432.55	\$ 3,171.86
2822126	2	\$ 35,432.55	\$ 3,171.86
2822127	2	\$ 35,432.55	\$ 3,171.86
2822128	2	\$ 35,432.55	\$ 3,171.86
2822129	2	\$ 35,432.55	\$ 3,171.86
2822130	2	\$ 35,432.55	\$ 3,171.86
2822131	2	\$ 35,432.55	\$ 3,171.86
2822132	2	\$ 35,432.55	\$ 3,171.86
2822133	2	\$ 35,432.55	\$ 3,171.86
2822134	Non-Benefited Property	\$ -	\$ -
2822136	Non-Benefited Property	\$ -	\$ -
2822137	Non-Benefited Property	\$ -	\$ -
2822138	Non-Benefited Property	\$ -	\$ -
2822139	Non-Benefited Property	\$ -	\$ -
2822140	Non-Benefited Property	\$ -	\$ -
2822141	Non-Benefited Property	\$ -	\$ -
2822142	Non-Benefited Property	\$ -	\$ -
2822143	Non-Benefited Property	\$ -	\$ -
<b>Total</b>		<b>\$ 7,089,909.47</b>	<b>\$ 632,605.72</b>

**Footnotes:**

[a] Totals may not match the outstanding Assessment or Annual Installment due to rounding.

[b] The Annual Installment covers the period September 1, 2022 to August 31, 2023 and is due by January 31, 2023.

[c] Cumulative of TIRZ No. 2 Annual Credit Amount.

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

Annual Installment Due January 31,	Principal	Interest <sup>[a]</sup>	Annual Collection Costs	Additional Interest	Total Annual Installment <sup>[b]</sup>
2023	\$ 115,000.00	\$ 458,125.00	\$ 58,309.04	\$ 35,800.00	\$ 667,234.04
2024	\$ 125,000.00	\$ 451,512.50	\$ 59,475.22	\$ 35,225.00	\$ 671,212.72
2025	\$ 130,000.00	\$ 444,325.00	\$ 60,664.73	\$ 34,600.00	\$ 669,589.73
2026	\$ 135,000.00	\$ 436,850.00	\$ 61,878.02	\$ 33,950.00	\$ 667,678.02
2027	\$ 145,000.00	\$ 429,087.50	\$ 63,115.58	\$ 33,275.00	\$ 670,478.08
2028	\$ 155,000.00	\$ 420,750.00	\$ 64,377.89	\$ 32,550.00	\$ 672,677.89
2029	\$ 165,000.00	\$ 411,837.50	\$ 65,665.45	\$ 31,775.00	\$ 674,277.95
2030	\$ 170,000.00	\$ 402,350.00	\$ 66,978.76	\$ 30,950.00	\$ 670,278.76
2031	\$ 185,000.00	\$ 391,300.00	\$ 68,318.33	\$ 30,100.00	\$ 674,718.33
2032	\$ 195,000.00	\$ 379,275.00	\$ 69,684.70	\$ 29,175.00	\$ 673,134.70
2033	\$ 210,000.00	\$ 366,600.00	\$ 71,078.39	\$ 28,200.00	\$ 675,878.39
2034	\$ 220,000.00	\$ 352,950.00	\$ 72,499.96	\$ 27,150.00	\$ 672,599.96
2035	\$ 235,000.00	\$ 338,650.00	\$ 73,949.96	\$ 26,050.00	\$ 673,649.96
2036	\$ 250,000.00	\$ 323,375.00	\$ 75,428.96	\$ 24,875.00	\$ 673,678.96
2037	\$ 270,000.00	\$ 307,125.00	\$ 76,937.54	\$ 23,625.00	\$ 677,687.54
2038	\$ 285,000.00	\$ 289,575.00	\$ 78,476.29	\$ 22,275.00	\$ 675,326.29
2039	\$ 305,000.00	\$ 271,050.00	\$ 80,045.82	\$ 20,850.00	\$ 676,945.82
2040	\$ 325,000.00	\$ 251,225.00	\$ 81,646.73	\$ 19,325.00	\$ 677,196.73
2041	\$ 350,000.00	\$ 230,100.00	\$ 83,279.67	\$ 17,700.00	\$ 681,079.67
2042	\$ 370,000.00	\$ 207,350.00	\$ 84,945.26	\$ 15,950.00	\$ 678,245.26
2043	\$ 395,000.00	\$ 183,300.00	\$ 86,644.17	\$ 14,100.00	\$ 679,044.17
2044	\$ 425,000.00	\$ 157,625.00	\$ 88,377.05	\$ 12,125.00	\$ 683,127.05
2045	\$ 450,000.00	\$ 130,000.00	\$ 90,144.59	\$ 10,000.00	\$ 680,144.59
2046	\$ 485,000.00	\$ 100,750.00	\$ 91,947.48	\$ 7,750.00	\$ 685,447.48
2047	\$ 515,000.00	\$ 69,225.00	\$ 93,786.43	\$ 5,325.00	\$ 683,336.43
2048	\$ 550,000.00	\$ 35,750.00	\$ 95,662.16	\$ 2,750.00	\$ 684,162.16
<b>Total</b>	<b>\$ 7,160,000.00</b>	<b>\$ 7,840,062.50</b>	<b>\$ 1,963,318.19</b>	<b>\$ 605,450.00</b>	<b>\$ 17,568,830.69</b>

**Footnotes:**

[a] Interest is calculated at a 6.46% rate.

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

<b>EXHIBIT H-1 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL</b>
---

Property ID	Lot Type	Major Improvement Area <sup>[a]</sup>	
		Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>[b],[c]</sup>
1001356	Major Improvement Area Initial Parcel	\$ 414,274.17	\$ 39,371.24
1007412	Major Improvement Area Initial Parcel	\$ 730,397.97	\$ 69,414.59
2518072	Major Improvement Area Initial Parcel	\$ 615,871.57	\$ 58,530.39
2719039	Major Improvement Area Initial Parcel	\$ 1,572,525.41	\$ 149,447.59
2719040	Major Improvement Area Initial Parcel	\$ 146,930.88	\$ 13,963.82
<b>Total</b>		<b>\$ 3,480,000.00</b>	<b>\$ 330,727.63</b>

**Footnotes:**

[a] Totals may not match the outstanding Assessment or Annual Installment due to rounding.

[b] For billing purposes, the outstanding Assessment and Annual Installments due 1/31/2023 are allocated pro rata to the Property IDs based on acreage.

[c] The Annual Installment covers the period September 1, 2022 to August 31, 2023 and is due by January 31, 2023.

<b>EXHIBIT H-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS</b>
---

Annual Installment Due January 31,	Principal	Interest <sup>[b]</sup>	Annual Collection Costs	Additional Interest	Reserve Fund	Total Annual Installment <sup>[a]</sup>
2023	\$ 60,000.00	\$ 231,300.00	\$ 22,027.63	\$ 17,400.00	\$ -	\$ 330,727.63
2024	\$ 60,000.00	\$ 227,700.00	\$ 22,468.18	\$ 17,100.00	\$ -	\$ 327,268.18
2025	\$ 65,000.00	\$ 224,100.00	\$ 22,917.55	\$ 16,800.00	\$ -	\$ 328,817.55
2026	\$ 70,000.00	\$ 220,200.00	\$ 23,375.90	\$ 16,475.00	\$ -	\$ 330,050.90
2027	\$ 70,000.00	\$ 216,000.00	\$ 23,843.42	\$ 16,125.00	\$ -	\$ 325,968.42
2028	\$ 75,000.00	\$ 211,800.00	\$ 24,320.28	\$ 15,775.00	\$ -	\$ 326,895.28
2029	\$ 80,000.00	\$ 207,300.00	\$ 24,806.69	\$ 15,400.00	\$ -	\$ 327,506.69
2030	\$ 85,000.00	\$ 202,500.00	\$ 25,302.82	\$ 15,000.00	\$ -	\$ 327,802.82
2031	\$ 90,000.00	\$ 196,762.50	\$ 25,808.88	\$ 14,575.00	\$ -	\$ 327,146.38
2032	\$ 95,000.00	\$ 190,687.50	\$ 26,325.06	\$ 14,125.00	\$ -	\$ 326,137.56
2033	\$ 100,000.00	\$ 184,275.00	\$ 26,851.56	\$ 13,650.00	\$ -	\$ 324,776.56
2034	\$ 105,000.00	\$ 177,525.00	\$ 27,388.59	\$ 13,150.00	\$ -	\$ 323,063.59
2035	\$ 115,000.00	\$ 170,437.50	\$ 27,936.36	\$ 12,625.00	\$ -	\$ 325,998.86
2036	\$ 120,000.00	\$ 162,675.00	\$ 28,495.09	\$ 12,050.00	\$ -	\$ 323,220.09
2037	\$ 130,000.00	\$ 154,575.00	\$ 29,064.99	\$ 11,450.00	\$ -	\$ 325,089.99
2038	\$ 140,000.00	\$ 145,800.00	\$ 29,646.29	\$ 10,800.00	\$ -	\$ 326,246.29
2039	\$ 150,000.00	\$ 136,350.00	\$ 30,239.22	\$ 10,100.00	\$ -	\$ 326,689.22
2040	\$ 155,000.00	\$ 126,225.00	\$ 30,844.00	\$ 9,350.00	\$ -	\$ 321,419.00
2041	\$ 170,000.00	\$ 115,762.50	\$ 31,460.88	\$ 8,575.00	\$ -	\$ 325,798.38
2042	\$ 180,000.00	\$ 104,287.50	\$ 32,090.10	\$ 7,725.00	\$ -	\$ 324,102.60
2043	\$ 190,000.00	\$ 92,137.50	\$ 32,731.90	\$ 6,825.00	\$ -	\$ 321,694.40
2044	\$ 205,000.00	\$ 79,312.50	\$ 33,386.54	\$ 5,875.00	\$ -	\$ 323,574.04
2045	\$ 220,000.00	\$ 65,475.00	\$ 34,054.27	\$ 4,850.00	\$ -	\$ 324,379.27
2046	\$ 235,000.00	\$ 50,625.00	\$ 34,735.35	\$ 3,750.00	\$ -	\$ 324,110.35
2047	\$ 250,000.00	\$ 34,762.50	\$ 35,430.06	\$ 2,575.00	\$ -	\$ 322,767.56
2048	\$ 265,000.00	\$ 17,887.50	\$ 36,138.66	\$ 1,325.00	\$ (291,300.00)	\$ 29,051.16
<b>Total</b>	<b>\$ 3,480,000.00</b>	<b>\$ 3,946,462.50</b>	<b>\$ 741,690.25</b>	<b>\$ 293,450.00</b>	<b>\$ (291,300.00)</b>	<b>\$ 8,170,302.75</b>

**Footnotes:**

[a] 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.

[b] Interest is calculated at a 6.71% rate.

<b>EXHIBIT I-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL</b>
--

		Improvement Area #2	
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/23 <sup>[a]</sup>
2719039	Improvement Area #2 Initial Parcel	\$ 6,374,275.57	\$ -
1001356	Improvement Area #2 Initial Parcel	\$ 1,679,271.89	\$ -
2518072	Improvement Area #2 Initial Parcel	\$ 2,496,452.54	\$ -
<b>Total</b>		<b>\$ 10,550,000.00</b>	<b>\$ -</b>

**Footnotes:**

[a] For billing purposes only, until a plat has been recorded with the Improvement Area #2 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #2 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Collin County Appraisal District.

<b>EXHIBIT I-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS</b>
--

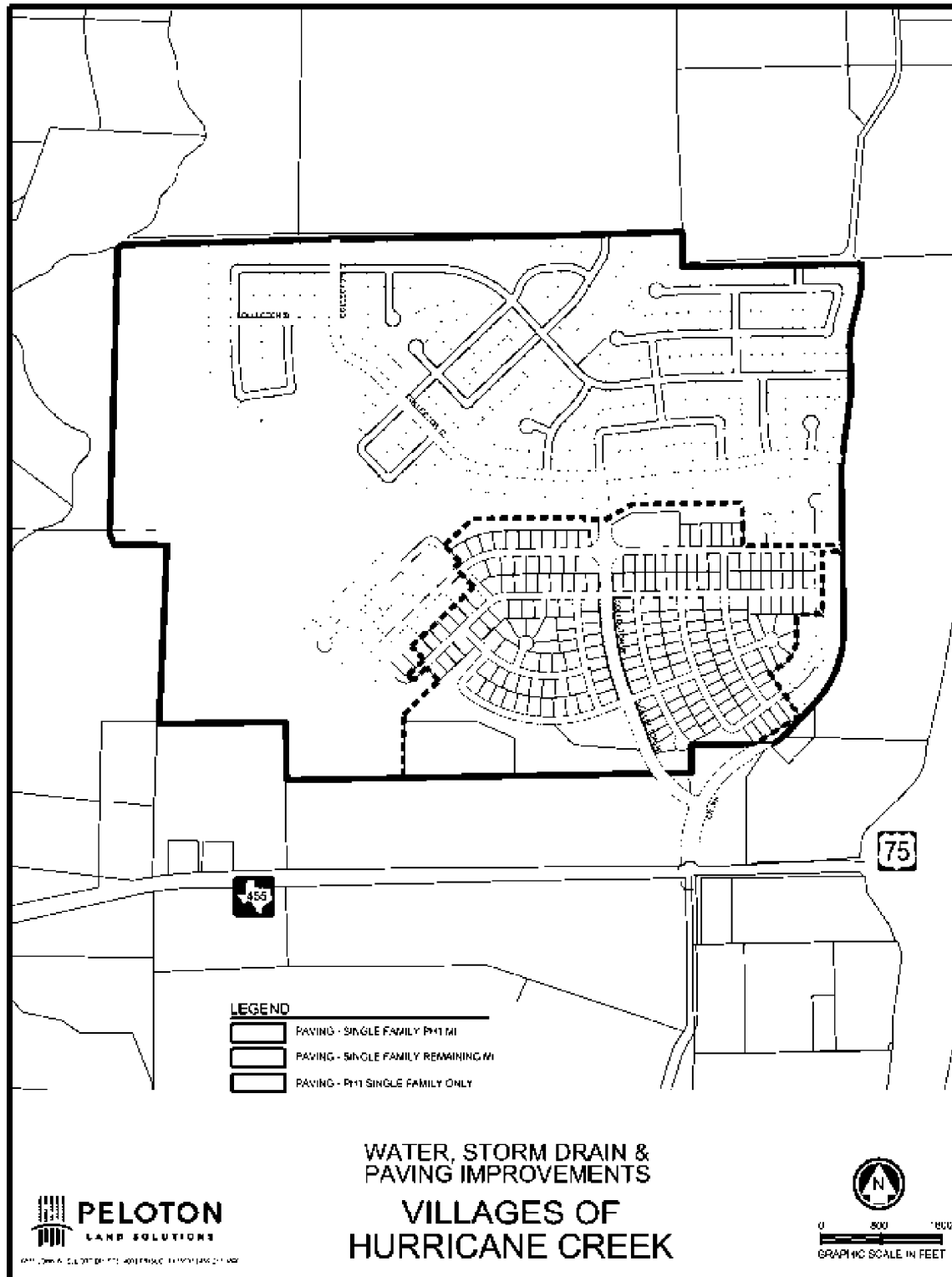
Annual Installments Due 1/31	Principal	Interest <sup>[a]</sup>	Capitalized Interest	Additional Interest	Annual Collection Costs	Reserve Fund	Total Annual Installment <sup>[b]</sup>
2023	\$ -	\$ 411,480.72	\$ (411,480.72)	\$ -	\$ -	\$ -	\$ -
2024	\$ 151,000.00	\$ 614,660.00	\$ -	\$ 52,750.00	\$ 40,800.00	\$ -	\$ 859,210.00
2025	\$ 158,000.00	\$ 607,110.00	\$ -	\$ 51,995.00	\$ 41,616.00	\$ -	\$ 858,721.00
2026	\$ 166,000.00	\$ 599,210.00	\$ -	\$ 51,205.00	\$ 42,448.32	\$ -	\$ 858,863.32
2027	\$ 175,000.00	\$ 590,910.00	\$ -	\$ 50,375.00	\$ 43,297.29	\$ -	\$ 859,582.29
2028	\$ 183,000.00	\$ 582,160.00	\$ -	\$ 49,500.00	\$ 44,163.23	\$ -	\$ 858,823.23
2029	\$ 193,000.00	\$ 573,010.00	\$ -	\$ 48,585.00	\$ 45,046.50	\$ -	\$ 859,641.50
2030	\$ 204,000.00	\$ 561,912.50	\$ -	\$ 47,620.00	\$ 45,947.43	\$ -	\$ 859,479.93
2031	\$ 216,000.00	\$ 550,182.50	\$ -	\$ 46,600.00	\$ 46,866.38	\$ -	\$ 859,648.88
2032	\$ 228,000.00	\$ 537,762.50	\$ -	\$ 45,520.00	\$ 47,803.70	\$ -	\$ 859,086.20
2033	\$ 241,000.00	\$ 524,652.50	\$ -	\$ 44,380.00	\$ 48,759.78	\$ -	\$ 858,792.28
2034	\$ 256,000.00	\$ 510,795.00	\$ -	\$ 43,175.00	\$ 49,734.97	\$ -	\$ 859,704.97
2035	\$ 270,000.00	\$ 496,075.00	\$ -	\$ 41,895.00	\$ 50,729.67	\$ -	\$ 858,699.67
2036	\$ 286,000.00	\$ 480,550.00	\$ -	\$ 40,545.00	\$ 51,744.27	\$ -	\$ 858,839.27
2037	\$ 303,000.00	\$ 464,105.00	\$ -	\$ 39,115.00	\$ 52,779.15	\$ -	\$ 858,999.15
2038	\$ 321,000.00	\$ 446,682.50	\$ -	\$ 37,600.00	\$ 53,834.73	\$ -	\$ 859,117.23
2039	\$ 340,000.00	\$ 428,225.00	\$ -	\$ 35,995.00	\$ 54,911.43	\$ -	\$ 859,131.43
2040	\$ 360,000.00	\$ 408,675.00	\$ -	\$ 34,295.00	\$ 56,009.66	\$ -	\$ 858,979.66
2041	\$ 382,000.00	\$ 387,975.00	\$ -	\$ 32,495.00	\$ 57,129.85	\$ -	\$ 859,599.85
2042	\$ 404,000.00	\$ 366,010.00	\$ -	\$ 30,585.00	\$ 58,272.45	\$ -	\$ 858,867.45
2043	\$ 428,000.00	\$ 342,780.00	\$ -	\$ 28,565.00	\$ 59,437.90	\$ -	\$ 858,782.90
2044	\$ 455,000.00	\$ 317,100.00	\$ -	\$ 26,425.00	\$ 60,626.65	\$ -	\$ 859,151.65
2045	\$ 483,000.00	\$ 289,800.00	\$ -	\$ 24,150.00	\$ 61,839.19	\$ -	\$ 858,789.19
2046	\$ 514,000.00	\$ 260,820.00	\$ -	\$ 21,735.00	\$ 63,075.97	\$ -	\$ 859,630.97
2047	\$ 546,000.00	\$ 229,980.00	\$ -	\$ 19,165.00	\$ 64,337.49	\$ -	\$ 859,482.49
2048	\$ 580,000.00	\$ 197,220.00	\$ -	\$ 16,435.00	\$ 65,624.24	\$ -	\$ 859,279.24
2049	\$ 616,000.00	\$ 162,420.00	\$ -	\$ 13,535.00	\$ 66,936.72	\$ -	\$ 858,891.72
2050	\$ 655,000.00	\$ 125,460.00	\$ -	\$ 10,455.00	\$ 68,275.46	\$ -	\$ 859,190.46
2051	\$ 696,000.00	\$ 86,160.00	\$ -	\$ 7,180.00	\$ 69,640.97	\$ -	\$ 858,980.97
2052	\$ 740,000.00	\$ 44,400.00	\$ -	\$ 3,700.00	\$ 71,033.79	\$ (784,400.00)	\$ 74,733.79
<b>Total</b>	<b>\$ 10,550,000.00</b>	<b>\$ 12,198,283.22</b>	<b>\$ (411,480.72)</b>	<b>\$ 995,575.00</b>	<b>\$ 1,582,723.17</b>	<b>\$ (784,400.00)</b>	<b>\$ 24,130,700.67</b>

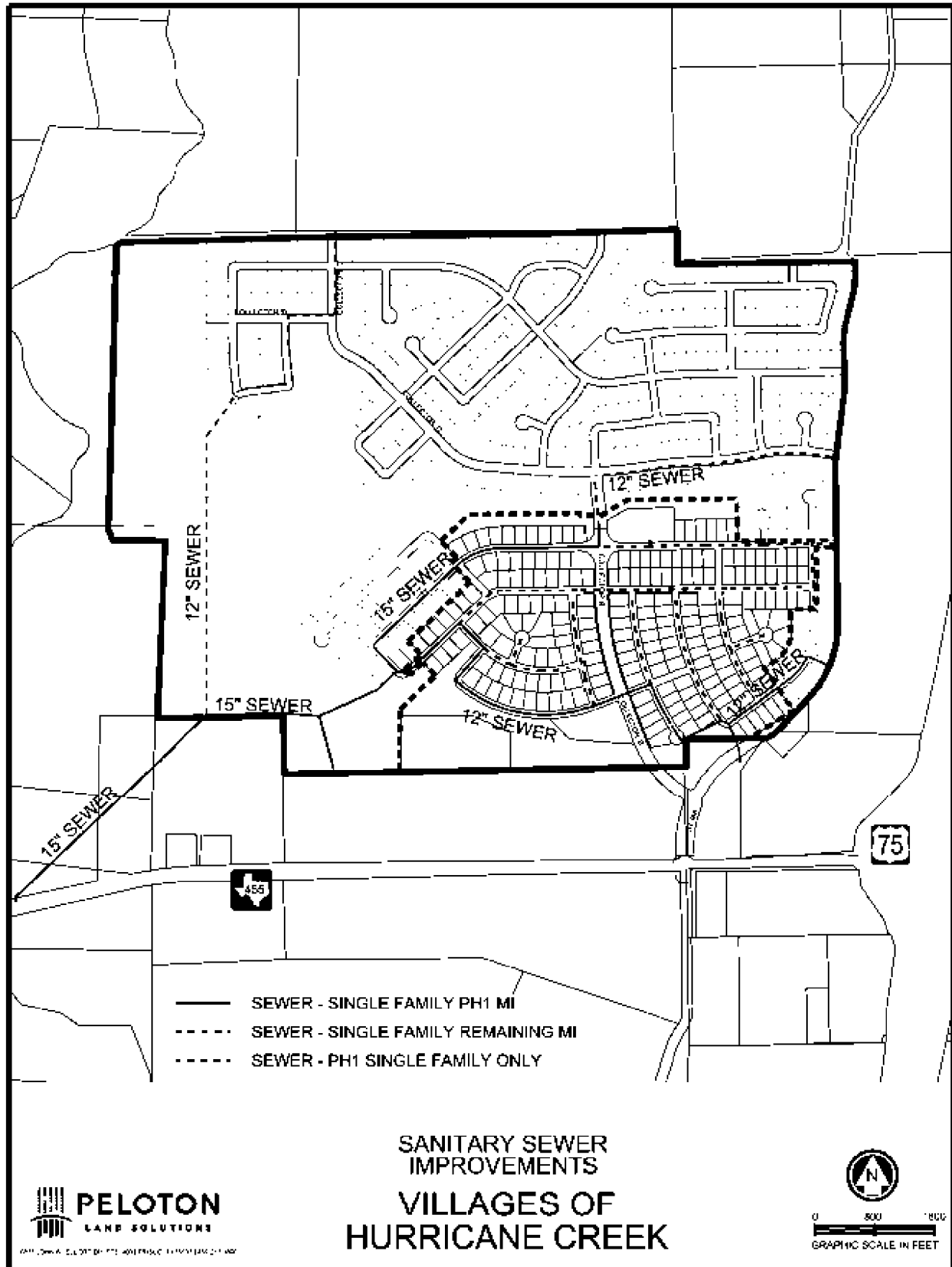
**Footnotes:**

[a] Interest for the Improvement Area #2 Bonds is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

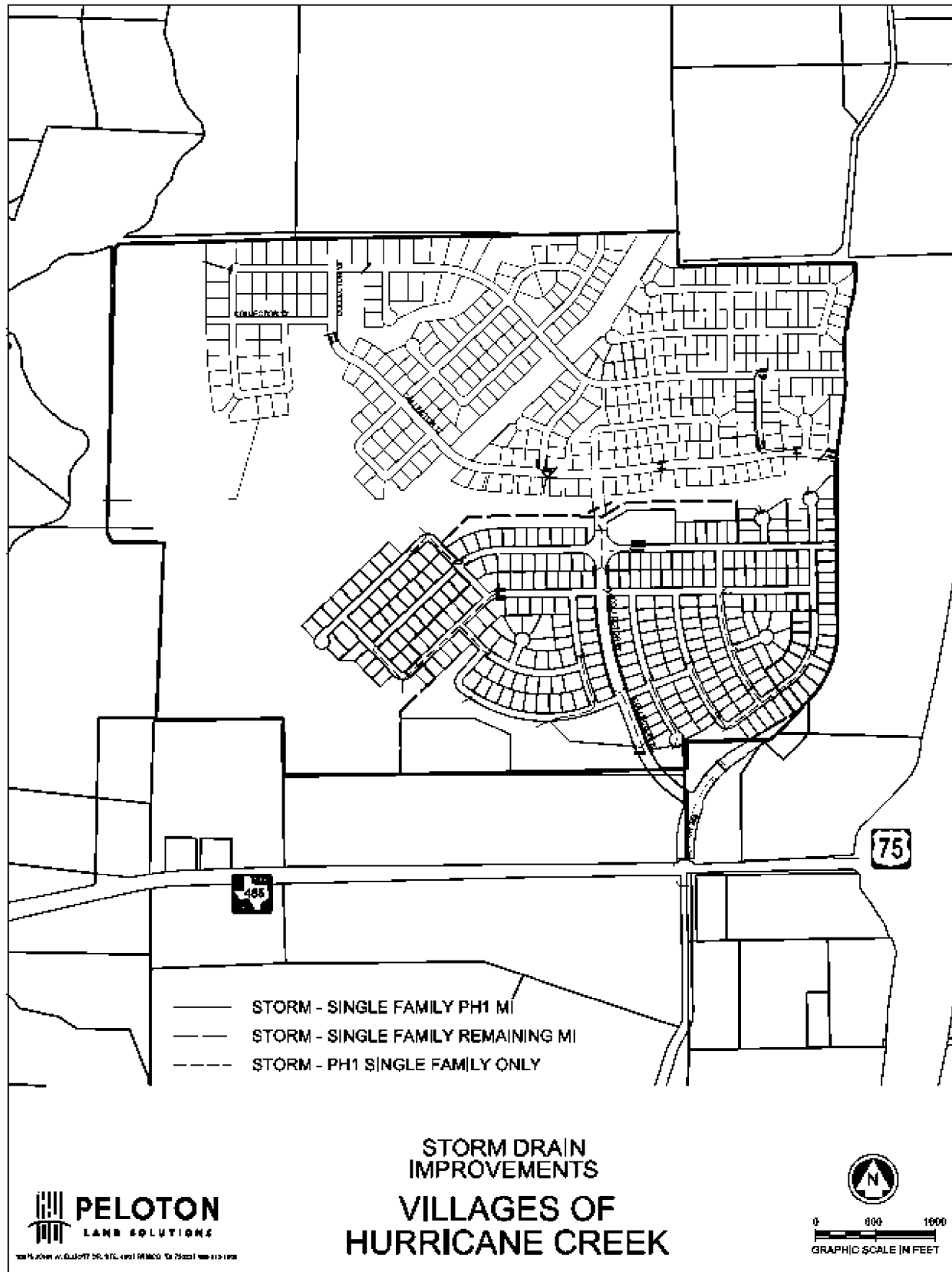
[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

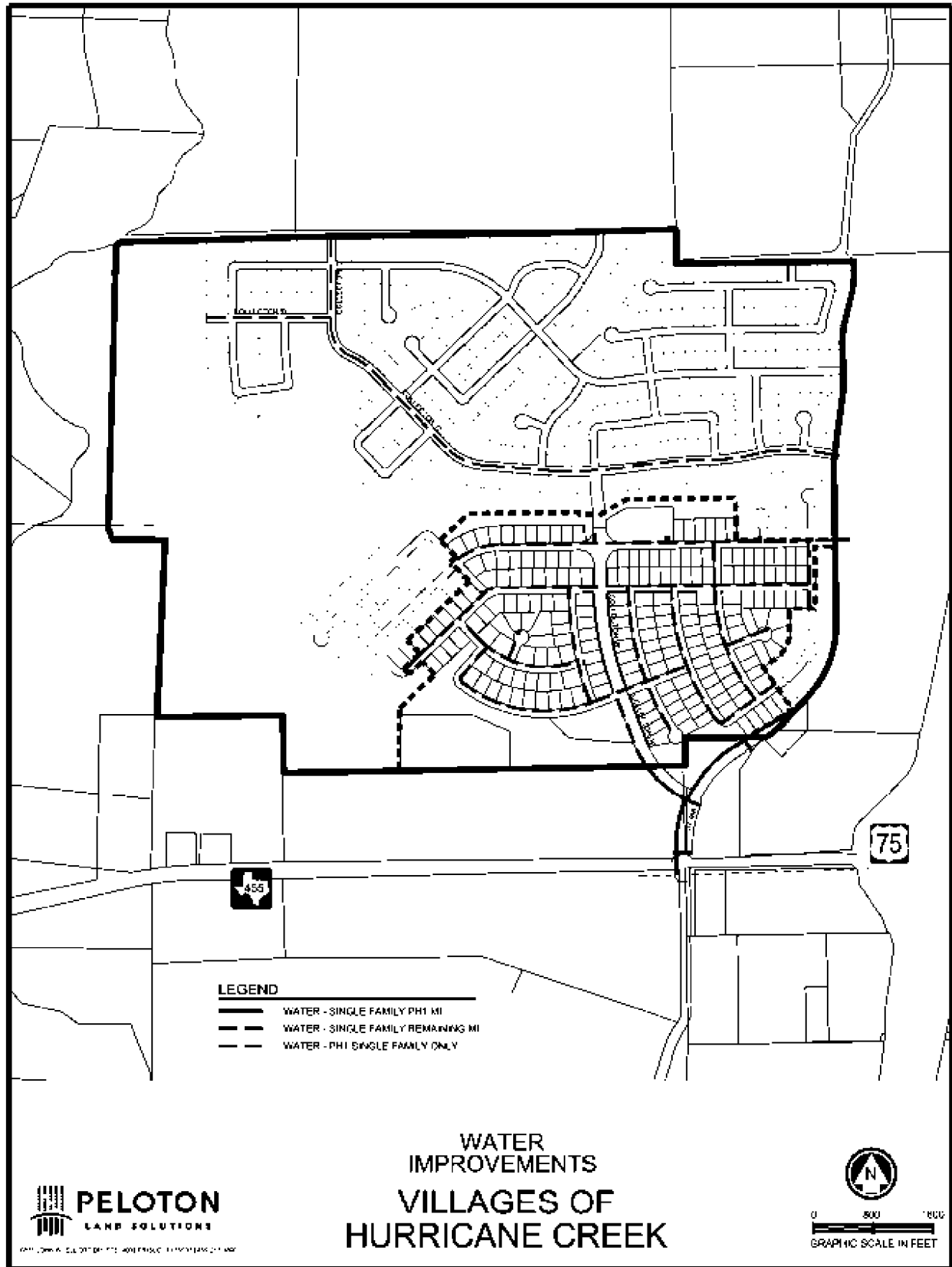
## EXHIBIT J-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS



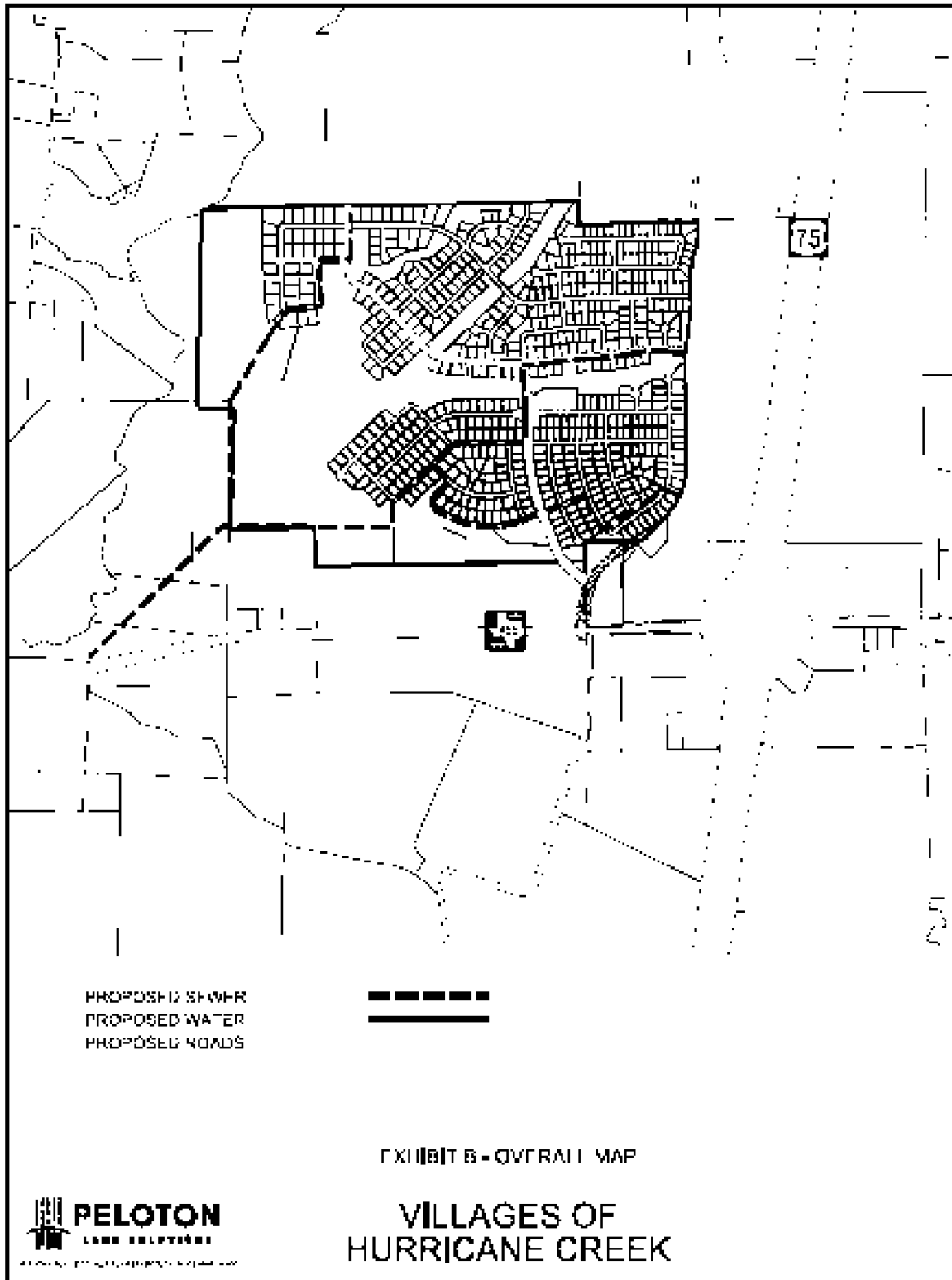


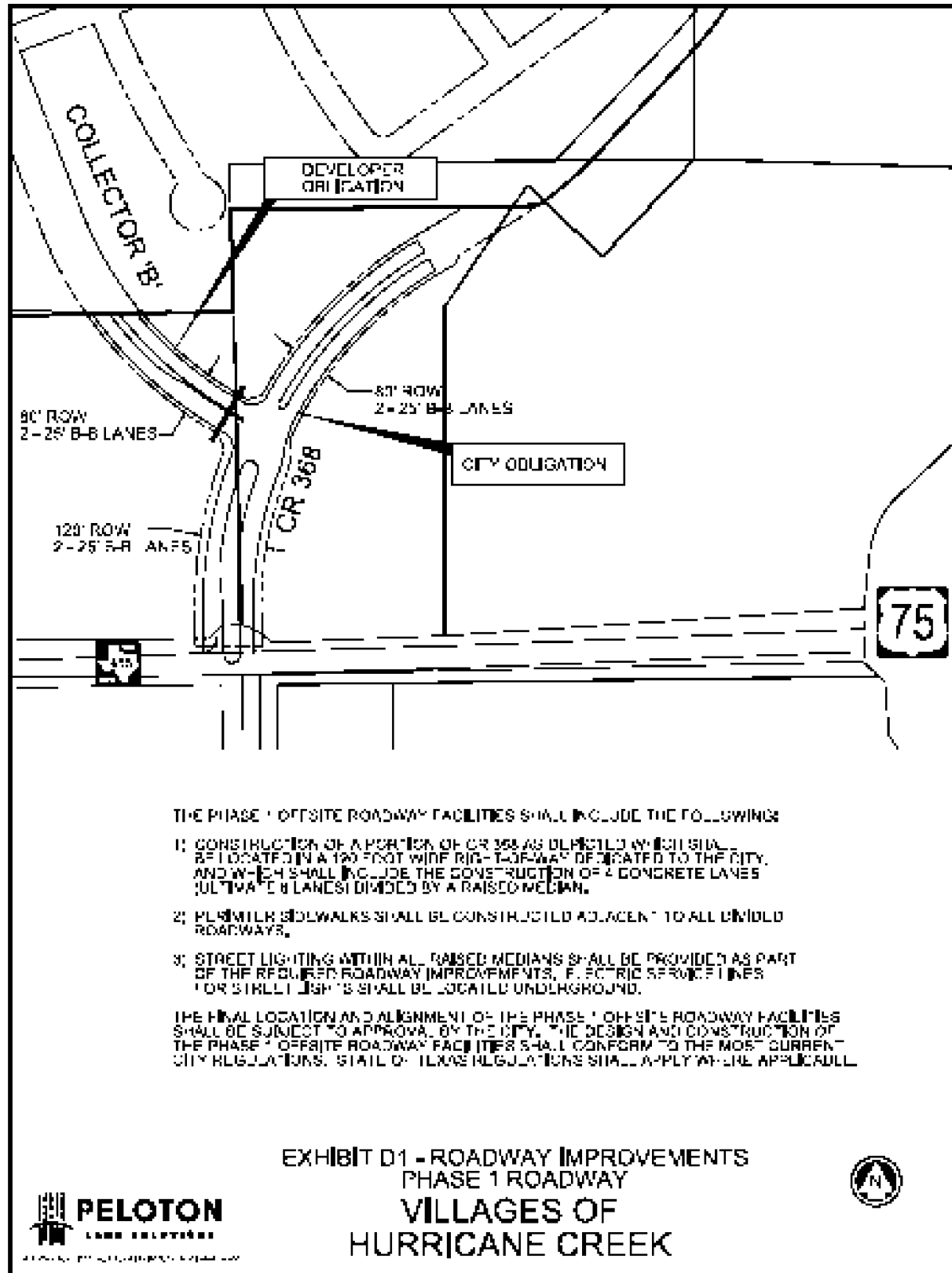


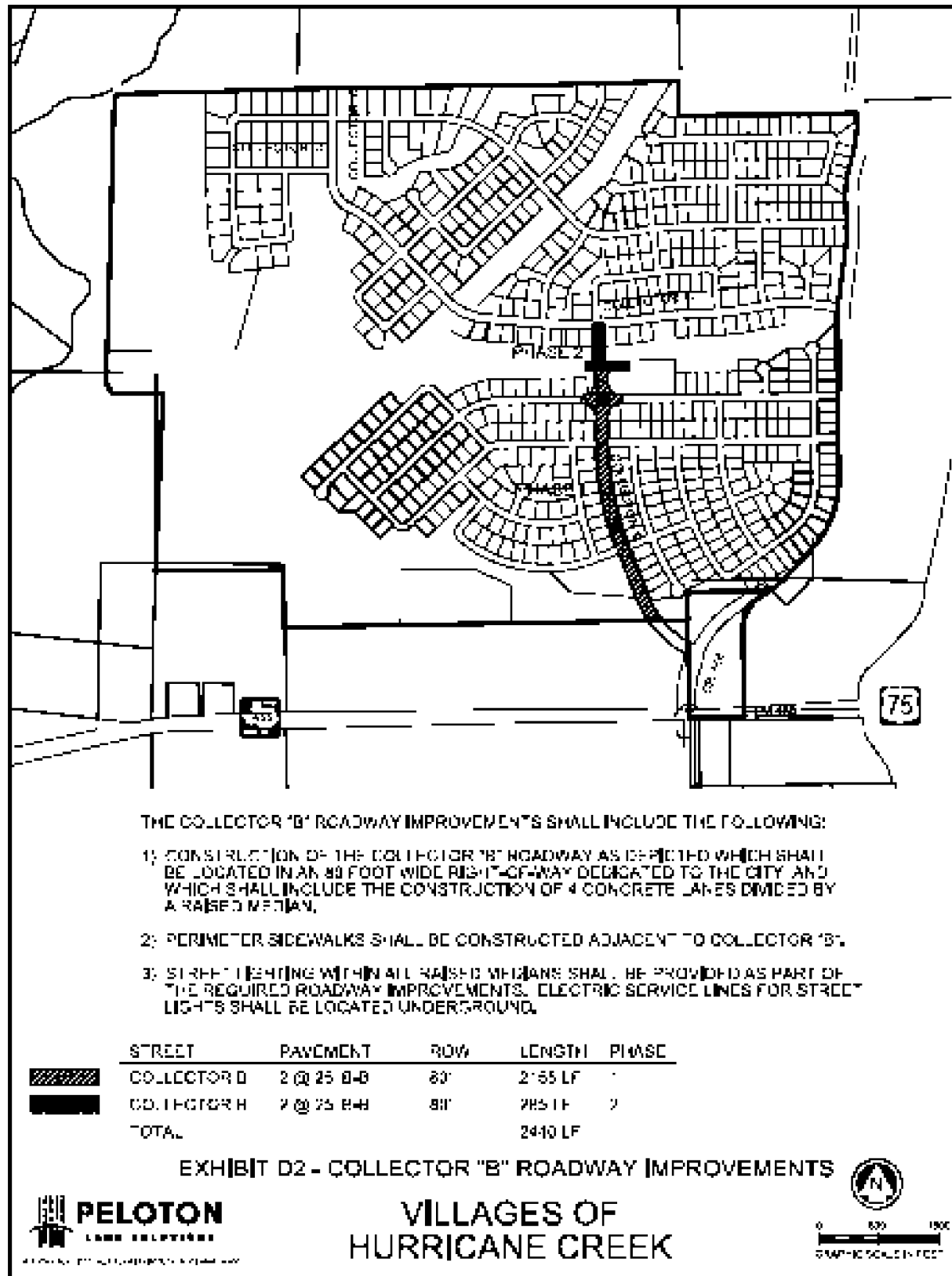


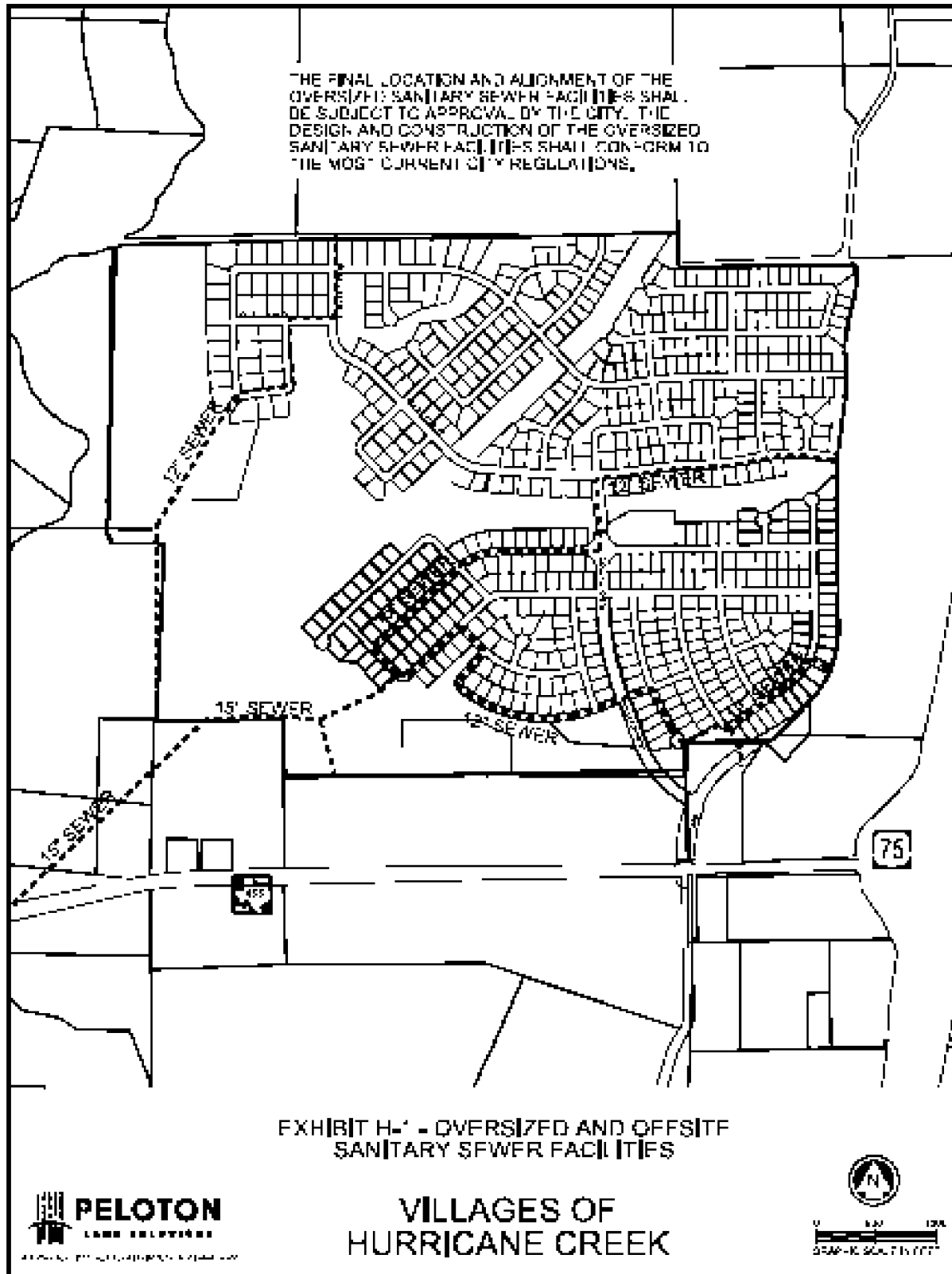


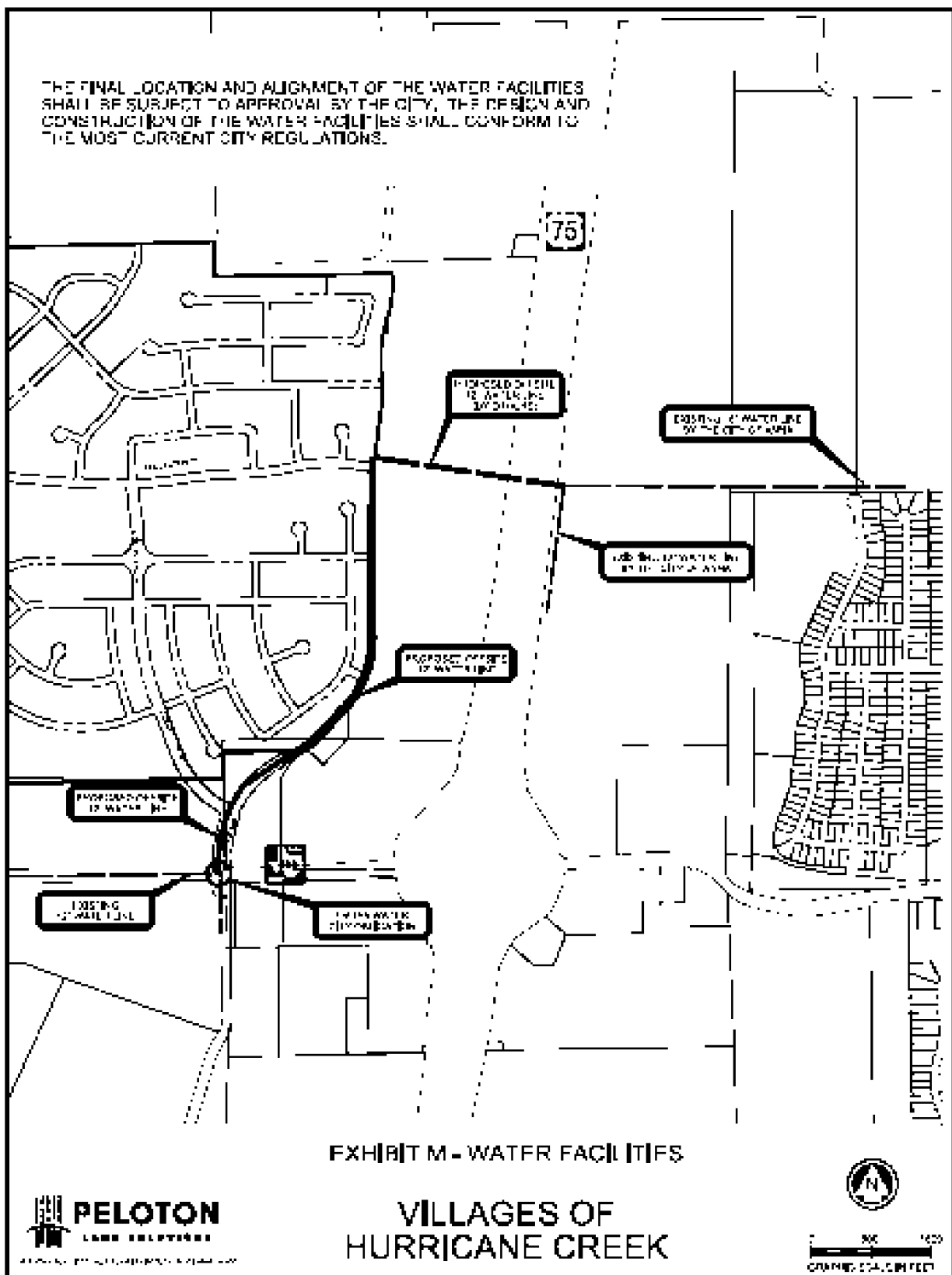
**EXHIBIT J-2 – MAPS OF MAJOR IMPROVEMENTS**





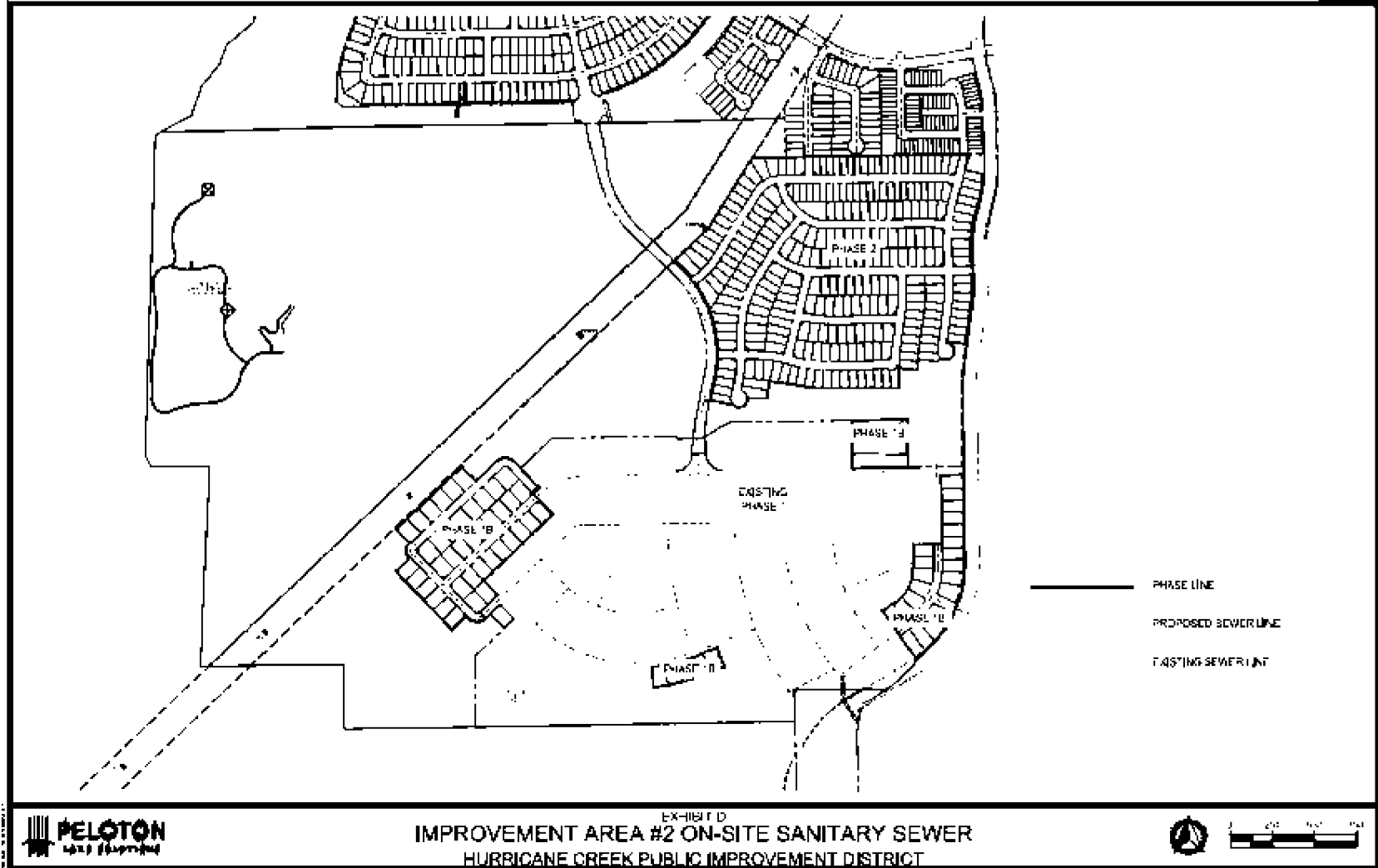


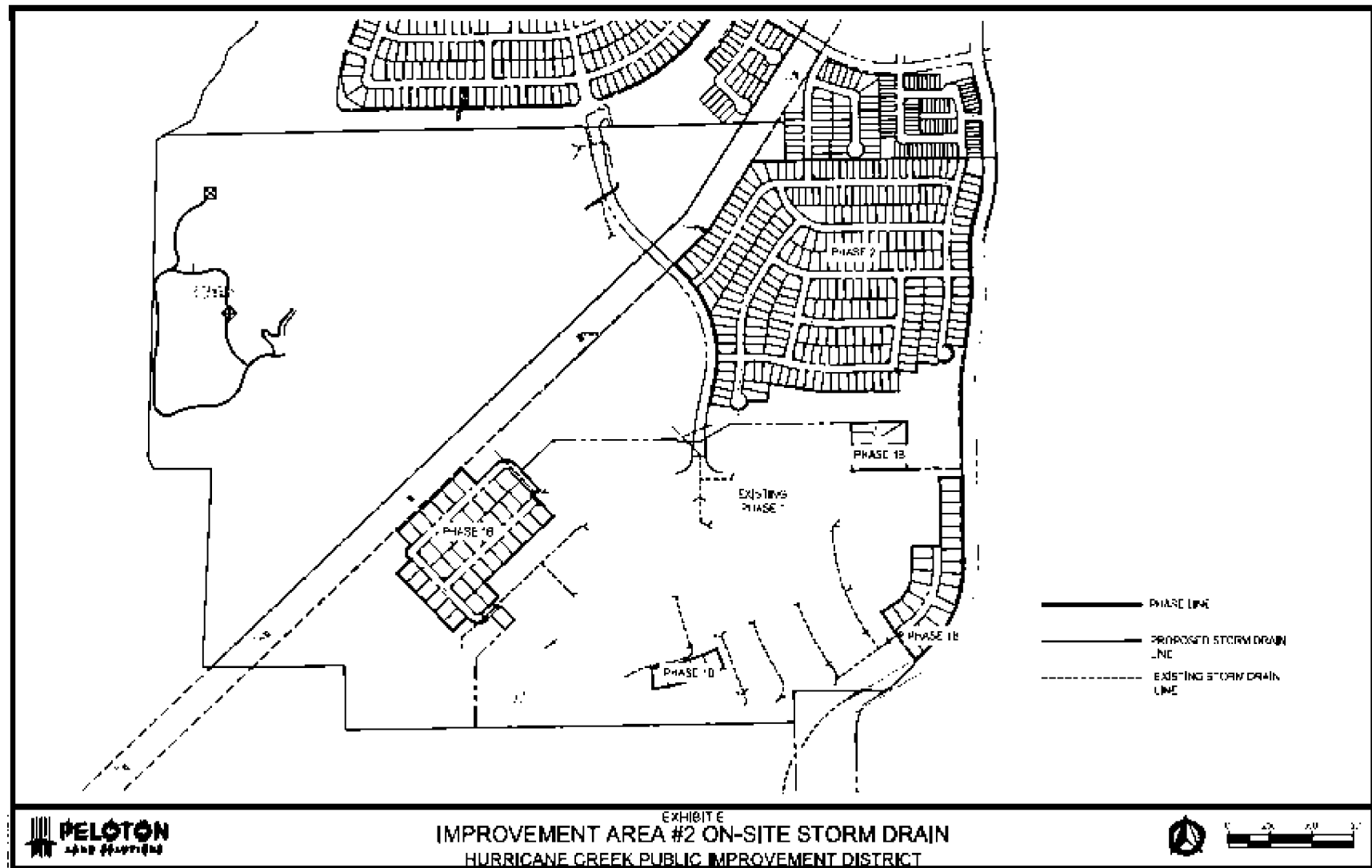


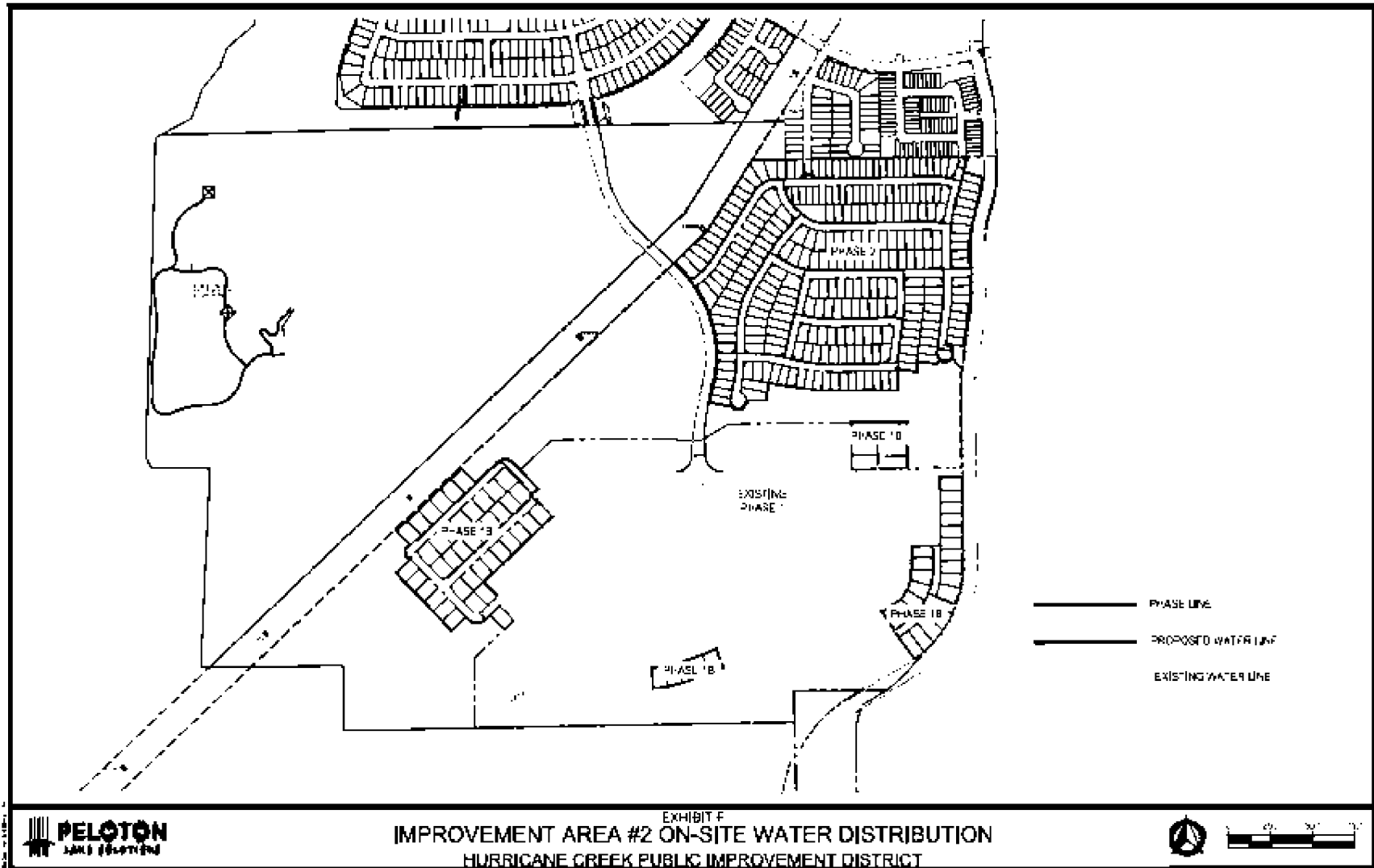












**EXHIBIT K – FORM OF NOTICE OF PID ASSESSMENT TERMINATION**



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

[Date]  
Collin County Clerk's Office  
Honorable \_\_\_\_\_  
900 E. Park Blvd.  
#140C  
Plano, TX 75074

**Re: City of Anna Lien Release documents for filing**

Dear Ms./Mr. \_\_\_\_\_,

Enclosed is a lien release that the City of Anna 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 Anna  
Attn: [City Secretary]  
PO Box 776  
120 W. 7<sup>th</sup> Street  
Anna, TX 75409

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

Sincerely,  
[Signature]

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

**AFTER RECORDING RETURN TO:**

[City Secretary Name]  
[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	§	
	§	NOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN	§	

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

**RECITALS**

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

**WHEREAS**, on or about November 13, 2018, the City Council for the City, approved Resolution No. 2018-11-506, creating Hurricane Creek Public Improvement District; and

**WHEREAS**, the Hurricane Creek Public Improvement District consists of approximately 368.2 contiguous acres within the corporate limits of the City; and

**WHEREAS**, on or about [March 12, 2019], [December 6, 2022], the City Council, approved Ordinance No. [907-2019], [1025-2022], (hereinafter referred to as the "Assessment Ordinance") approving an service and assessment plan and assessment roll for the Property within the Hurricane Creek Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property: [legal description], a subdivision in Collin County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Collin County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, Instrument No. \_\_\_\_\_, in the Real Property Records of Collin County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said Lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF ANNA, TEXAS,**  
A Texas home rule municipality,

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

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF COLLIN**           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [City Manager], City Administrator for the City of Anna, Texas, a Texas home rule municipality, on behalf of said municipality.

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

<b>EXHIBIT L-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS</b>
--

**DEBT SERVICE REQUIREMENTS**

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

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019		5,199,957.19	5,199,957.19
2020		470,487.50	470,487.50
2021	5,105,000.00	470,487.50	5,575,487.50
2022	110,000.00	464,450.00	574,450.00
2023	115,000.00	458,125.00	573,125.00
2024	125,000.00	451,512.50	576,512.50
2025	130,000.00	444,325.00	574,325.00
2026	135,000.00	436,850.00	571,850.00
2027	145,000.00	429,087.50	574,087.50
2028	155,000.00	420,750.00	575,750.00
2029	165,000.00	411,837.50	576,837.50
2030	170,000.00	402,350.00	572,350.00
2031	185,000.00	391,300.00	576,300.00
2032	195,000.00	379,275.00	574,275.00
2033	210,000.00	366,600.00	576,600.00
2034	220,000.00	352,950.00	572,950.00
2035	235,000.00	338,650.00	573,650.00
2036	250,000.00	323,375.00	573,375.00
2037	270,000.00	307,125.00	577,125.00
2038	285,000.00	289,575.00	574,575.00
2039	305,000.00	271,050.00	576,050.00
2040	325,000.00	251,225.00	576,225.00
2041	350,000.00	230,100.00	580,100.00
2042	370,000.00	207,350.00	577,350.00
2043	395,000.00	183,300.00	578,300.00
2044	425,000.00	157,625.00	582,625.00
2045	450,000.00	130,000.00	580,000.00
2046	485,000.00	100,750.00	585,750.00
2047	515,000.00	69,225.00	584,225.00
2048	550,000.00	35,750.00	585,750.00
<b>Total</b>	<b><u>\$7,375,000.00</u></b>	<b><u>\$9,445,444.69</u></b>	<b><u>\$16,820,444.69</u></b>

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

### DEBT SERVICE REQUIREMENTS

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

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	--	\$ 99,705.00	\$ 99,705.00
2020	--	234,600.00	234,600.00
2021	--	234,600.00	234,600.00
2022	\$ 55,000.00	234,600.00	289,600.00
2023	60,000.00	231,300.00	291,300.00
2024	60,000.00	227,700.00	287,700.00
2025	65,000.00	224,100.00	289,100.00
2026	70,000.00	220,200.00	290,200.00
2027	70,000.00	216,000.00	286,000.00
2028	75,000.00	211,800.00	286,800.00
2029	80,000.00	207,300.00	287,300.00
2030	85,000.00	202,500.00	287,500.00
2031	90,000.00	196,762.50	286,762.50
2032	95,000.00	190,687.50	285,687.50
2033	100,000.00	184,275.00	284,275.00
2034	105,000.00	177,525.00	282,525.00
2035	115,000.00	170,437.50	285,437.50
2036	120,000.00	162,675.00	282,675.00
2037	130,000.00	154,575.00	284,575.00
2038	140,000.00	145,800.00	285,800.00
2039	150,000.00	136,350.00	286,350.00
2040	155,000.00	126,225.00	281,225.00
2041	170,000.00	115,762.50	285,762.50
2042	180,000.00	104,287.50	284,287.50
2043	190,000.00	92,137.50	282,137.50
2044	205,000.00	79,312.50	284,312.50
2045	220,000.00	65,475.00	285,475.00
2046	235,000.00	50,625.00	285,625.00
2047	250,000.00	34,762.50	284,762.50
2048	265,000.00	17,887.50	282,887.50
<b>Total</b>	<b><u>\$3,535,000.00</u></b>	<b><u>\$4,749,967.50</u></b>	<b><u>\$8,284,967.50</u></b>

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# EXHIBIT L-3 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2 BONDS



## BOND DEBT SERVICE

City of Anna, Texas  
 Special Assessment Revenue Bonds, Series 2022  
 (Hurricane Creek Public Improvement District Improvement Area #2 Project)  
 Callable on 9/1/2032 @ par  
 FINAL NUMBERS  
 Underwriter: FM5bonds, Inc.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/01/2023			411,480.72	411,480.72	
09/30/2023					411,480.72
03/01/2024			307,330.00	307,330.00	
09/01/2024	151,000	5.000%	307,330.00	458,330.00	
09/30/2024					765,660.00
03/01/2025			303,555.00	303,555.00	
09/01/2025	158,000	5.000%	303,555.00	461,555.00	
09/30/2025					765,110.00
03/01/2026			299,605.00	299,605.00	
09/01/2026	166,000	5.000%	299,605.00	465,605.00	
09/30/2026					765,210.00
03/01/2027			295,455.00	295,455.00	
09/01/2027	175,000	5.000%	295,455.00	470,455.00	
09/30/2027					765,910.00
03/01/2028			291,080.00	291,080.00	
09/01/2028	183,000	5.000%	291,080.00	474,080.00	
09/30/2028					765,160.00
03/01/2029			286,505.00	286,505.00	
09/01/2029	193,000	5.750%	286,505.00	479,505.00	
09/30/2029					766,010.00
03/01/2030			280,956.25	280,956.25	
09/01/2030	204,000	5.750%	280,956.25	484,956.25	
09/30/2030					765,912.50
03/01/2031			275,091.25	275,091.25	
09/01/2031	216,000	5.750%	275,091.25	491,091.25	
09/30/2031					766,182.50
03/01/2032			268,881.25	268,881.25	
09/01/2032	228,000	5.750%	268,881.25	496,881.25	
09/30/2032					765,762.50
03/01/2033			262,326.25	262,326.25	
09/01/2033	241,000	5.750%	262,326.25	503,326.25	
09/30/2033					765,652.50
03/01/2034			255,397.50	255,397.50	
09/01/2034	256,000	5.750%	255,397.50	511,397.50	
09/30/2034					766,795.00
03/01/2035			248,037.50	248,037.50	
09/01/2035	270,000	5.750%	248,037.50	518,037.50	
09/30/2035					766,075.00
03/01/2036			240,275.00	240,275.00	
09/01/2036	286,000	5.750%	240,275.00	526,275.00	
09/30/2036					766,550.00
03/01/2037			232,052.50	232,052.50	
09/01/2037	303,000	5.750%	232,052.50	535,052.50	
09/30/2037					767,105.00
03/01/2038			223,341.25	223,341.25	
09/01/2038	321,000	5.750%	223,341.25	544,341.25	
09/30/2038					767,682.50



## BOND DEBT SERVICE

City of Anna, Texas  
 Special Assessment Revenue Bonds, Series 2022  
 (Hurricane Creek Public Improvement District Improvement Area #2 Project)  
 Callable on 9/1/2032 @ par  
 FINAL NUMBERS  
 Underwriter: FMSbonds, Inc.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2039			214,112.50	214,112.50	
09/01/2039	340,000	5.750%	214,112.50	554,112.50	
09/30/2039					768,225.00
03/01/2040			204,337.50	204,337.50	
09/01/2040	360,000	5.750%	204,337.50	564,337.50	
09/30/2040					768,675.00
03/01/2041			193,987.50	193,987.50	
09/01/2041	382,000	5.750%	193,987.50	575,987.50	
09/30/2041					769,975.00
03/01/2042			183,005.00	183,005.00	
09/01/2042	404,000	5.750%	183,005.00	587,005.00	
09/30/2042					770,010.00
03/01/2043			171,390.00	171,390.00	
09/01/2043	428,000	6.000%	171,390.00	599,390.00	
09/30/2043					770,780.00
03/01/2044			158,550.00	158,550.00	
09/01/2044	455,000	6.000%	158,550.00	613,550.00	
09/30/2044					772,100.00
03/01/2045			144,900.00	144,900.00	
09/01/2045	483,000	6.000%	144,900.00	627,900.00	
09/30/2045					772,800.00
03/01/2046			130,410.00	130,410.00	
09/01/2046	514,000	6.000%	130,410.00	644,410.00	
09/30/2046					774,820.00
03/01/2047			114,990.00	114,990.00	
09/01/2047	546,000	6.000%	114,990.00	660,990.00	
09/30/2047					775,980.00
03/01/2048			98,610.00	98,610.00	
09/01/2048	580,000	6.000%	98,610.00	678,610.00	
09/30/2048					777,220.00
03/01/2049			81,210.00	81,210.00	
09/01/2049	616,000	6.000%	81,210.00	697,210.00	
09/30/2049					778,420.00
03/01/2050			62,730.00	62,730.00	
09/01/2050	655,000	6.000%	62,730.00	717,730.00	
09/30/2050					780,460.00
03/01/2051			43,080.00	43,080.00	
09/01/2051	696,000	6.000%	43,080.00	739,080.00	
09/30/2051					782,160.00
03/01/2052			22,200.00	22,200.00	
09/01/2052	740,000	6.000%	22,200.00	762,200.00	
09/30/2052					784,400.00
	10,550,000		12,198,283.22	22,748,283.22	22,748,283.22

## EXHIBIT M-1 – DISTRICT BOUNDARY DESCRIPTION

**BEING** all that certain tract of land situated in then Joseph Boyle Survey, Abstract Number 105, the John Coffman Survey, Abstract Number 197 the J. M. Kincaide Survey, Abstract Number 509 J. W. Mitchel Survey, Abstract Number 565 the W. Rattan Survey, Abstract Number 752 and the T. Rattan Survey, Abstract Number 785, Collin County, Texas and being all of a called 262.41 acre tract as described by deed to Villages of Hurricane Creek, LP recorded in Volume 5430, Page 9864 of County Records, Collin County, Texas and being part of a called 114.252 acre of land described by deed to Don Collins, et al recorded in Volume 5257, Page 4877 of said County Records and being more particularly described by metes and bounds as follows:

**BEGINNING** at the southeast corner of said 262.41 acre tract, in the west line of said 114.252 acre tract:

**THENCE** S 89°54'24"W, 2687.84 feet;  
**THENCE** N 00°04'27"W, 387.21 feet;  
**THENCE** N 89°58'14"W, 849.21 feet;  
**THENCE** N 03°33'44"E, 1188.00 feet;  
**THENCE** N 88°26'26"W, 365.15 feet;  
**THENCE** N 23°08'27"W, 67.47 feet;  
**THENCE** N 02°48'15"E, 1930.31 feet;  
**THENCE** N 89°52'55"E, 465.63 feet;  
**THENCE** N 89°15'32"E, 742.56 feet;  
**THENCE** S 90°00'00"E, 1755.97 feet to the northeast corner of said 262.41 acre tract of land and being the northwest corner of said 114.252 acre tract;  
**THENCE** N 89°11'00"E, 794.06 feet;  
**THENCE** S 00°10'57"W, 232.18 feet;  
**THENCE** N 89°56'12"E, 1184.36 feet;  
**THENCE** S 01°06'39"E, 55.96 feet to the beginning of a curve to the right;  
**THENCE** with said curve to the right, an arc distance of 205.39 feet, through a central angle of 16°48'41", having a radius of 700.00 feet, the long chord which bears S 07°17'41"W, 204.65 feet;  
**THENCE** S 15°42'02"W, 121.60 feet;  
**THENCE** with said curve to the left, an arc distance of 205.39 feet, through a central angle of 16°48'41", having a radius of 700.00 feet, the long chord which bears S 07°17'41"W, 204.65 feet;  
**THENCE** S 01°06'39"E, 201.55 feet;  
**THENCE** with said curve to the right, an arc distance of 116.43 feet, through a central angle of 09°31'48", having a radius of 699.99 feet, the long chord which bears S 03°33'15"W, 116.30 feet;  
**THENCE** S 08°25'09"W, 393.86 feet;  
**THENCE** with said curve to the left, an arc distance of 101.39 feet, through a central angle of 08°19'23", having a radius of 700.03 feet, the long chord which bears S 04°13'28"W, 101.60 feet;  
**THENCE** S 00°05'44"W, 1035.62 feet;  
**THENCE** with said curve to the right, an arc distance of 530.61 feet, through a central angle of 43°25'52", having a radius of 700.00 feet, the long chord which bears S 21°43'40"W, 518.00 feet;  
**THENCE** S 43°31'37"W, 241.38 feet;  
**THENCE** with said curve to the right, an arc distance of 25.41 feet, through a central angle of 00°02'48", having a radius of 400.00 feet, the long chord which bears S 43°43'02"W, 25.41 feet;  
**THENCE** N 89°44'50"W, 655.06 feet;

**THENCE** S 00°56'11"E, 265.80 feet to the **Point of Beginning** and containing 16,037,378 square feet or 368.2 acres of land more or less.



### EXHIBIT A1 - METES AND BOUNDS VILLAGES OF HURRICANE CREEK

168,174,252 Acres, Collin County, Texas, 2011 and 2012

<b>EXHIBIT M-2 – IMPROVEMENT AREA #1 BOUNDARY DESCRIPTION</b>
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BEING a tract of land situated in the Joseph Boyle Survey, Abstract Number 105, W.S. Rattan Survey, Abstract Number 752, T. Rattan Survey, Abstract Number 782, and the J. Coffman Survey, Abstract Number 197, Collin County, Texas and being part of that tract of land described in deed to CADG Hurricane Creek, LLC, recorded in Instrument Number 20150529000631020 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the northeast corner of a remainder tract WBK Partners, LTD recorded in Volume 4292, Page 27 of said Official Public Records and the easternmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 88°58'27" W, 1,910.63 feet with the south line of said CADG tract to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE departing said south line of the CADG Hurricane Creek, LLC tract, N 00°15'27" E, 421.11 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46°18'49" E, 320.76 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43°41'11" W, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S46°18'49" W, 117.06 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43°41'11" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46°18'49" E, 145.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43°41'11" W, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46°18'49" E, 570.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43°41'11" W, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46°18'49" E, 2.17 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set to the beginning of a curve to the right;

THENCE, with said curve to the right, an arc distance of 47.91 feet, through a central angle of 05°54'13", having a radius of 465.00 feet, the long chord bears N 49°15'56" E, 47.89 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43°41'11" W, 163.78 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46°18'49" E, 259.23 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE N 89°13'07" E, 741.15 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 23°12'58" E, 16.58 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE N 89°13'07" E, 140.84 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE N 59°26'33" E, 195.37 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE N 89°13'07" E, 731.48 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 00°46'53" E, 284.46 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE N 89°13'07" E, 525.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 00°46'53" E, 460.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 89°13'07" W, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 01°32'35" W, 138.83 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 03°56'49" W, 63.28 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 20°40'36" W, 64.06 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 34°31'32" W, 64.92 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 56°29'24" W, 66.49 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 55°11'09" W, 70.72 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 33°07'12" E, 131.90 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 36°16'47" E, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 53°43'13" W, 1.72 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;  
 THENCE S 36°16'47" E, 163.61 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set in  
 the east line of said CADG Hurricane Creek, LLC. Tract at the beginning of a curve to the right;  
 THENCE with said curve to the right, an arc distance of 61.57 feet, through an angle of 05°02'21",  
 having a radius of 700.00 feet, and a long chord which bears S 56°44'35" W, 61.55 feet to a 5/8"  
 iron rod with plastic cap stamped "PELTON" set;

THENCE S 59°01'02" W, 294.65 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 89°21'12" W, 420.50 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 01°31'10" E, 184.67 feet to the POINT OF BEGINNING and containing 4,015,625 square feet or 92.186 acres of land, more or less.

<b>EXHIBIT M-3 – MAJOR IMPROVEMENT AREA BOUNDARY DESCRIPTION</b>
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BEING a tract of land situated in the Joseph Boyle Survey, Abstract Number 105, W.S. Rattan Survey, Abstract Number 752, T. Rattan Survey, Abstract Number 782, and the J. Coffman Survey, Abstract Number 197, Collin County, Texas and being part of that tract of land described in deed to CADG Hurricane Creek, LLC, recorded in Instrument Number 20150529000631020 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the southernmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 89°54'24"W, 2,687.84 feet;

THENCE N 00°04'27"W, 387.21 feet;

THENCE N 89°58'14"W, 849.21 feet;

THENCE N 03°33'44"E, 1,188.00 feet;

THENCE N 88°26'26"W, 365.15 feet;

THENCE N 23°08'27"W, 67.47 feet;

THENCE N 02°48'15"E, 1,930.31 feet;

THENCE N 89°52'55"E, 465.63 feet;

THENCE N 89°15'32"E, 742.56 feet;

THENCE S 90°00'00"E, 1,755.97 feet;

THENCE N 89°11'00"E, 794.06 feet;

THENCE S 00°10'57"W, 232.18 feet;

THENCE N 89°56'12"E, 1184.36 feet;

THENCE S 01°06'39"E, 55.96 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 205.39 feet, through a central angle of 16°48'41", having a radius of 700.00 feet, the long chord which bears S 07°17'41"W, 204.65 feet;

THENCE S 15°42'02"W, 121.60 feet to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 205.39 feet, through a central angle of 16°48'41", having a radius of 700.00 feet, the long chord which bears S 07°17'41"W, 204.65 feet;

THENCE S 01°06'39"E, 201.55 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 116.43 feet, through a central angle of 09°31'48", having a radius of 699.99 feet, the long chord which bears S 03°39'15"W, 116.30 feet;

THENCE S 08°25'09"W, 393.86 feet to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 101.69 feet, through a central angle of 08°19'23", having a radius of 700.03 feet, the long chord which bears S 04°15'28"W, 101.60 feet;

THENCE S 00°05'44"W, 1035.62 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 530.61 feet, through a central angle of 43°25'52", having a radius of 700.00 feet, the long chord which bears S 21°48'40"W, 518.00 feet;

THENCE S 43°31'37"W, 241.38 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 25.41 feet, through a central angle of 00°02'48", having a radius of 400.00 feet, the long chord which bears S 43°40'02"W, 25.41 feet;

THENCE N 89°44'50"W, 655.06 feet;

THENCE S 00°56'11"E, 265.80 feet to the Point of Beginning and containing 16,037,378 square feet or 368.2 acres of land more or less.

SAVE AND EXCEPT

BEING a tract of land situated in the Joseph Boyle Survey, Abstract Number 105, W.S. Rattan Survey, Abstract Number 752, T. Rattan Survey, Abstract Number 782, and the J. Coffman Survey, Abstract Number 197, Collin County, Texas and being part of that tract of land described in deed to CADG Hurricane Creek, LLC, recorded in Instrument Number 20150529000631020 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the southernmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 88°58'27" W, 1,910.63 feet;

THENCE N 00°15'27" E, 421.11 feet;

THENCE N 46°18'49" E, 320.76 feet;



THENCE N 43°41'11" W, 120.00 feet;

THENCE S46°18'49" W, 117.06 feet;

THENCE N 43°41'11" W, 50.00 feet;

THENCE N 46°18'49" E, 145.00 feet;

THENCE N 43°41'11" W, 120.00 feet;

THENCE N 46°18'49" E, 570.00 feet;

THENCE N 43°41'11" W, 170.00 feet;

THENCE N 46°18'49" E, 2.17 feet to the beginning of a curve to the right;

THENCE, with said curve to the right, an arc distance of 47.91 feet, through a central angle of 05°54'13", having a radius of 465.00 feet, the long chord bears N 49°15'56" E, 47.89 feet;

THENCE N 43°41'11" W, 163.78 feet;

THENCE N 46°18'49" E, 259.23 feet;

THENCE N 89°13'07" E, 741.15 feet;

THENCE S 23°12'58" E, 16.58 feet;

THENCE N 89°13'07" E, 140.84 feet;

THENCE N 59°26'33" E, 195.37 feet;

THENCE N 89°13'07" E, 731.48 feet;

THENCE S 00°46'53" E, 284.46 feet;

THENCE N 89°13'07" E, 525.00 feet;

THENCE S 00°46'53" E, 460.00 feet;

THENCE S 89°13'07" W, 170.00 feet;

THENCE S 01°32'35" W, 138.83 feet;

THENCE S 03°56'49" W, 63.28 feet;

THENCE S 20°40'36" W, 64.06 feet;

THENCE S 34°31'32" W, 64.92 feet;

THENCE S 56°29'24" W, 66.49 feet;

THENCE S 55°11'09" W, 70.72 feet;

THENCE S 33°07'12" E, 131.90 feet;

THENCE S 36°16'47" E, 50.00 feet;

THENCE S 53°43'13" W, 1.72 feet;

THENCE S 36°16'47" E, 163.61 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 61.57 feet, through an angle of 05°02'21", having a radius of 700.00 feet, and a long chord which bears S 56°44'35" W, 61.55 feet;

THENCE S 59°01'02" W, 294.65 feet;

THENCE S 89°21'12" W, 420.50 feet;

THENCE S 01°31'10" E, 184.67 feet to the POINT OF BEGINNING and containing 4,015,625 square feet or 92.186 acres of land, more or less.

"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."

<b>EXHIBIT M-4 – IMPROVEMENT AREA #2 BOUNDARY DESCRIPTION</b>
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Phase 2 LEGAL DESCRIPTION:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NUMBER 105 AND THE W.S. RATTAN SURVEY, ABSTRACT NUMBER 752, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO CADG HURRICANE CREEK, LLC KNOWN AS TRACT 2 RECORDED IN INSTRUMENT NUMBER 201505290000631020 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND TO MM ANNA 325, LLC TRACT 1 RECORDED IN INSTRUMENT NUMBER 20190411000386110 AND BEING THE NORTHWEST CORNER OF ONE ANNA TWO ADDITION RECORDED IN INSTRUMENT NUMBER 20210607010002180 OF SAID O.P.R.C.C.T.

THENCE DEPARTING THE SOUTH LINE OF SAID MM ANNA TRACT FOLLOWING THE WEST LINE OF SAID ONE ANNA TWO ADDITION TRACT AND BEING THE WEST LINE OF STANDRIDGE BOULEVARD (A CALLED 80' RIGHT-OF-WAY) THE FOLLOWING BEARINGS AND DISTANCES:

S 02° 05' 48" E, 55.77 TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 205.60 FEET, THROUGH A CENTRAL ANGLE OF 16° 49' 44", HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS S 06° 27' 08" W, 204.87 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;

S 14° 47' 37" W, 121.39 FEET TO A 1/2 INCH IRON ROD FOUND AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 205.59 FEET, THROUGH A CENTRAL ANGLE OF 16° 49' 39", HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS S 06° 28' 09" W, 204.85 FEET TO A 1/2 IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;

S 02° 00' 44" E, 201.29 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 116.43 FEET, THROUGH A CENTRAL ANGLE OF 09° 31' 48", HAVING A RADIUS OF 699.99 FEET, AND A LONG CHORD WHICH BEARS S 02° 49' 59" W, 116.30 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;

S 07° 36' 10" W, 394.08 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 101.69 FEET, THROUGH A CENTRAL ANGLE OF 08° 19' 23", HAVING A RADIUS OF 700.03 FEET, AND A LONG CHORD WHICH BEARS S 03° 23' 47" W, 101.60 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "GEER 3258" FOUND;

S 00° 46' 53" E, 187.26 FEET TO THE NORTHEAST CORNER OF THE VILLAGES OF HURRICANE CREEK, PHASE 1 RECORDED IN INSTRUMENT NUMBER 2021012000126700 OF SAID O.P.R.C.C.T;

THENCE FOLLOWING THE NORTH LINE OF SAID HURRICANE CREEK, PHASE 1 THE FOLLOWING BEARINGS AND DISTANCES:

S 89° 13' 07" W, 1,391.48 FEET;

S 59° 26' 33" W, 165.35 FEET;

THENCE DEPARTING SAID NORTH LINE OF SAID HURRICANE CREEK, PHASE 1 OVER AND ACROSS SAID TRACT 2 THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 46' 53" W, 38.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 111.87 FEET, THROUGH A CENTRAL ANGLE OF 12° 49' 11", HAVING A RADIUS OF 500.00 FEET, AND A LONG CHORD WHICH BEARS N 05° 37' 43" E, 111.64 FEET;

N 12° 02' 18" E, 192.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 748.78 FEET, THROUGH A CENTRAL ANGLE OF 58° 46' 11", HAVING A RADIUS OF 730.00 FEET, AND A LONG CHORD WHICH BEARS N 17° 20' 48" W, 716.38 FEET;

N 46° 43' 54" W, 32.41 FEET;

N 46° 18' 49" E, 276.60 FEET;

N 32° 16' 49" E, 500.47 FEET;

THENCE N 89° 04' 42" E, 1382.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,449,716 SQUARE FEET OR 56.238 ACRES MORE OR LESS.

#### Phase 1B Legal Description

##### Tract 1

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 2 in deed to CADG Hurricane

Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap stamped GEER 3258 found in the east line of said Tract 2 to CADG Hurricane Creek LLC AND being the most easterly southeast corner of The Villages of Hurricane Creek Phase 1 recorded in Instrument Number 20201015010003920 of said (O.P.R.C.C.T.);

THENCE following the east property line of said Villages of Hurricane Creek the following bearings and distances:

N 36° 16' 46" W, 163.61 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 53° 43' 13" E, 1.72 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 36° 16' 47" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 33° 07' 12" W, 131.90 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 55° 11' 09" E, 70.72 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 56° 29' 24" E, 66.49 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 34° 31' 32" E, 64.92 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 20° 40' 36" E, 64.06 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 03° 56' 49" E, 63.28 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 01° 32' 35" E, 138.83 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 89° 13' 07" E, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 00° 46' 53" W, 410.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 89° 14' 17" E, 135.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found in the east line of said Tract 2;

THENCE S 00° 46' 53" E, 513.44 feet to the beginning of a curve to the right to a 1/2" iron rod found;

THENCE with said curve to the right, an arc distance of 671.13 feet, through a central angle of 54° 55' 58", having a radius of 700.00 feet, and a long chord which bears S 26° 43' 03" W, 645.72 feet to the POINT OF BEGINNING and containing 251,915 square feet or 5.783 acres of land more or less.

## Tract 2

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 2 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "PELTON" found in the east line of said Tract 2 and the most easterly northeast corner of The Villages of Hurricane Creek Phase I recorded in Instrument Number 20201015010003920 of said (O.P.R.C.C.T.);

THENCE S 89° 13' 07" W, 660.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE N 00° 46' 53" W, 284.46 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE N 89° 13' 08" E, 660.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set in the east line of said Tract 2;

THENCE S 00° 46' 53" E, 284.46 feet to the POINT OF BEGINNING and containing 187,742 square feet or 4.310 acres of land more or less.

## Tract 3

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 1 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found for the northeast corner of a remainder tract WBK Partners, LTD recorded in Volume 4292, Page 27 of said Official Public Records and the easternmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 88°58'27" W, 842.56 feet;

THENCE departing said south line of the CADG Hurricane Creek, LLC tract, N 01°01'33" W, 218.10 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set to THE POINT OF BEGINNING;

THENCE N 03° 24' 07" W, 121.40 feet to the beginning of a curve to the left to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE with said curve to the left, an arc distance of 248.93 feet, through a central angle of 15° 25' 09", having a radius of 925.00 feet, and a long chord which bears N 76° 44' 47" E, 248.18 feet;

THENCE following the south right of way line of Hidden Valley Drive of said Villages of Hurricane Creek the following bearings and distances:

N 69° 02' 12" E, 64.84 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

N 69° 02' 12" E, 90.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE following the west right of way line of Shadybrook Trail of said Villages of Hurricane Creek the following bearing and distance:

S 20° 57' 48" E, 120.08 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 68° 55' 33" W, 161.45 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 71° 32' 50" W, 95.74 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 77° 06' 00" W, 90.37 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 82° 06' 18" W, 93.25 feet to the POINT OF BEGINNING and containing 50,814 square feet or 1.167 acres of land more or less.

#### Tract 4

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 1 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "PELTON" found for southwest corner of Block M, Lot 4 in a tract of land referred to as Tract 1 recorded in said Official Public Records for said CADG Hurricane Creek, LLC tract and having a Northing of 7180087.9589' and Easting of 2549759.9701';

BEGINNING at a 5/8" iron rod with plastic cap stamped "PELTON" found for the most easterly southeast corner of a tract of land referred to as Tract 1 recorded in said Official Public Records and the easternmost northeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 46° 18' 49" W, 250.44 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43° 41' 11" W, 55.84 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 86° 55' 45" W, 15.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 63° 16' 55" W, 153.10 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43° 41' 11" W, 480.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46° 18' 49" E, 115.13 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 105.54 feet, through a central angle of 122° 40' 26", having a radius of 50.00 feet, and a long chord which bears N 01° 33' 11" W, 87.75 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 43° 40' 57" W, 113.93 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE N 46° 18' 49" E, 540.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 43° 40' 57" E, 120.00 feet; to a 5/8" iron rod with plastic cap stamped "PELTON" set

THENCE N 46° 18' 49" E, 171.01 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 117.81 feet, through a central angle of 89° 59' 58", having a radius of 75.00 feet, and a long chord which bears S 88° 41' 11" E, 106.07 feet to a 5/8" iron rod with plastic cap stamped "PELTON" set;

THENCE S 43° 41' 11" E, 217.47 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 47.91 feet, through a central angle of 05° 54' 13", having a radius of 465.00 feet, and a long chord which bears S 49° 15' 49" W, 47.89 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 46° 18' 49" W, 2.17 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 43° 40' 57" E, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 43° 41' 17" E, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

(THENCE S 43° 41' 11" E, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;)

THENCE S 46° 18' 49" W, 570.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 43° 41' 11" E, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 46° 18' 49" W, 145.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE S 43° 41' 11" E, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

THENCE N 46° 18' 49" E, 117.05 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;

(THENCE N 46° 18' 49" E, 117.06 feet to a 5/8" iron rod with plastic cap stamped "PELTON" found;)



THENCE S 43° 41' 11" E, 120.00 feet to the POINT OF BEGINNING and containing 570,152 square feet or 13.089 acres of land more or less.

## APPENDIX A – IMPROVEMENT AREA #2 ENGINEER'S REPORT



FRISCO OFFICE  
11000 Frisco St.  
Suite 400  
Frisco, Texas 75033  
469.213.1800  
TBPLS 10194468

October 28, 2022

**Engineer's Report**  
**Hurricane Creek Public Improvement District**  
**Hurricane Creek Phase 1B & 2**  
**NW Corner of US 75 & W White St**  
**City of Anna**

**Introduction:** The Sherley Tract PID #2 (Hurricane Creek Phases 1B & 2) is a single-family development consisting of approximately 340 single-family residential homes, over approximately 69.1 Ac. as depicted on Exhibit A. The parcel is located at the Northwest corner of US Highway 75 and W White St (FM 455); it is directly adjacent to the existing Villages at Hurricane Creek Phase 1 development. This Engineer's Report includes the documents requested by the City of Anna for the formation of the Public Improvement District (PID) and the issuance of bonds by the City. Bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

**Development Costs:** An Engineer's Opinion of Probable Cost has been prepared for all on-site and off-site infrastructure (Exhibit B).

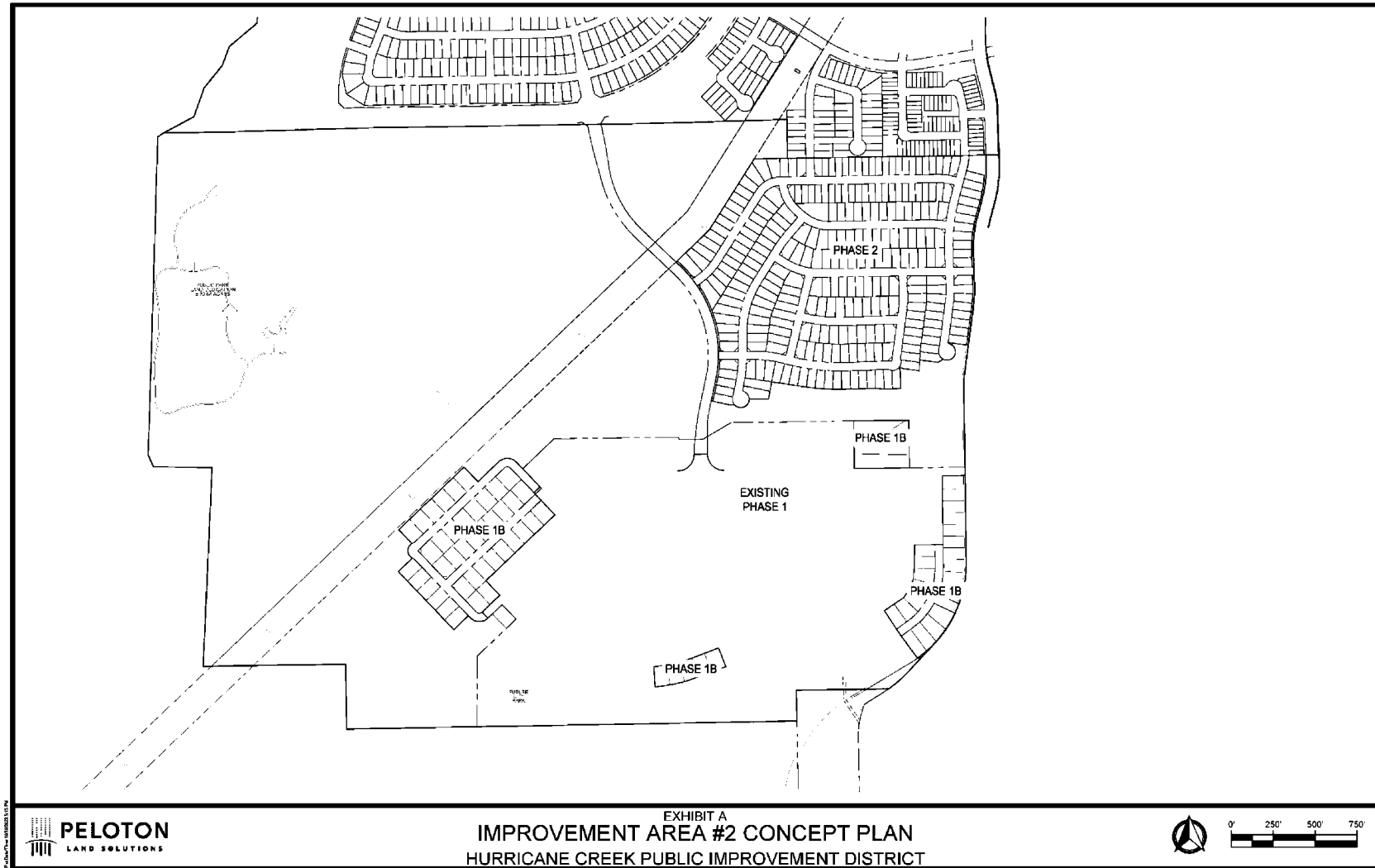
**Development Improvements:** Development Improvements have been classified Direct Improvements and Private Costs. Direct Improvement items will be included in the PID.

Direct Improvements for Improvement Area #2 (Phases 1B & 2 of the development) are shown on Exhibits C through G.

**Development Schedule:** Entitlements are in place for the project; Phase 1B & 2 construction plans have been approved by the City. Utility construction commenced in April 2022 and final acceptance is anticipated in April 2023.

FORT WORTH | FRISCO | AUSTIN | LAS VEGAS

PELTONLAND.COM



**OPINION OF PROBABLE COST**  
**Hurricane Creek Phase 1B & 2**  
City of Anna & Anna ETJ, Collin County, Texas

340 TOTAL LOTS  
69.1 SINGLE FAMILY ACRES (NET)

CEN18001  
Prepared For: MM Anna 325, LLC  
Date: October 26, 2022  
File Name: CEN13023.01B QTO  
Prepared by: MPP/AHB  
Checked by: MPP

**CONSTRUCTION COSTS**

SUMMARY DESCRIPTION	Direct Costs			Private Costs			Total Costs
	Phase 1B	Phase 2	Total	Phase 1B	Phase 2	Total	
1 - Earthwork	\$0	\$213,439	\$213,439	\$27,200	\$396,388	\$423,588	\$637,027
2 - Retaining Walls	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3 - Water	\$230,788	\$870,481	\$1,101,249	\$0	\$0	\$0	\$1,101,249
4 - Sanitary Sewer	\$171,918	\$1,051,640	\$1,223,558	\$0	\$0	\$0	\$1,223,558
5 - Storm	\$144,330	\$632,884	\$776,994	\$0	\$0	\$0	\$776,994
6 - Paving	\$641,563	\$1,691,061	\$2,332,614	\$0	\$0	\$0	\$2,332,614
7 - Street Lights & Signs	\$12,182	\$9,335	\$21,517	\$0	\$0	\$0	\$21,517
8 - Screen Walls & Entry Monument	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9 - Landscaping & Irrigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10 - Amenities	-	-	\$0	-	-	\$0	\$0
11 - District Legal/Financial Consulting	\$90,000	\$360,000	\$450,000			\$0	\$450,000
12- Contingency	\$140,000	\$560,000	\$700,000			\$0	\$700,000
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$1,430,772</b>	<b>\$5,388,599</b>	<b>\$6,819,371</b>	<b>\$27,200</b>	<b>\$396,388</b>	<b>\$423,588</b>	<b>\$7,242,959</b>

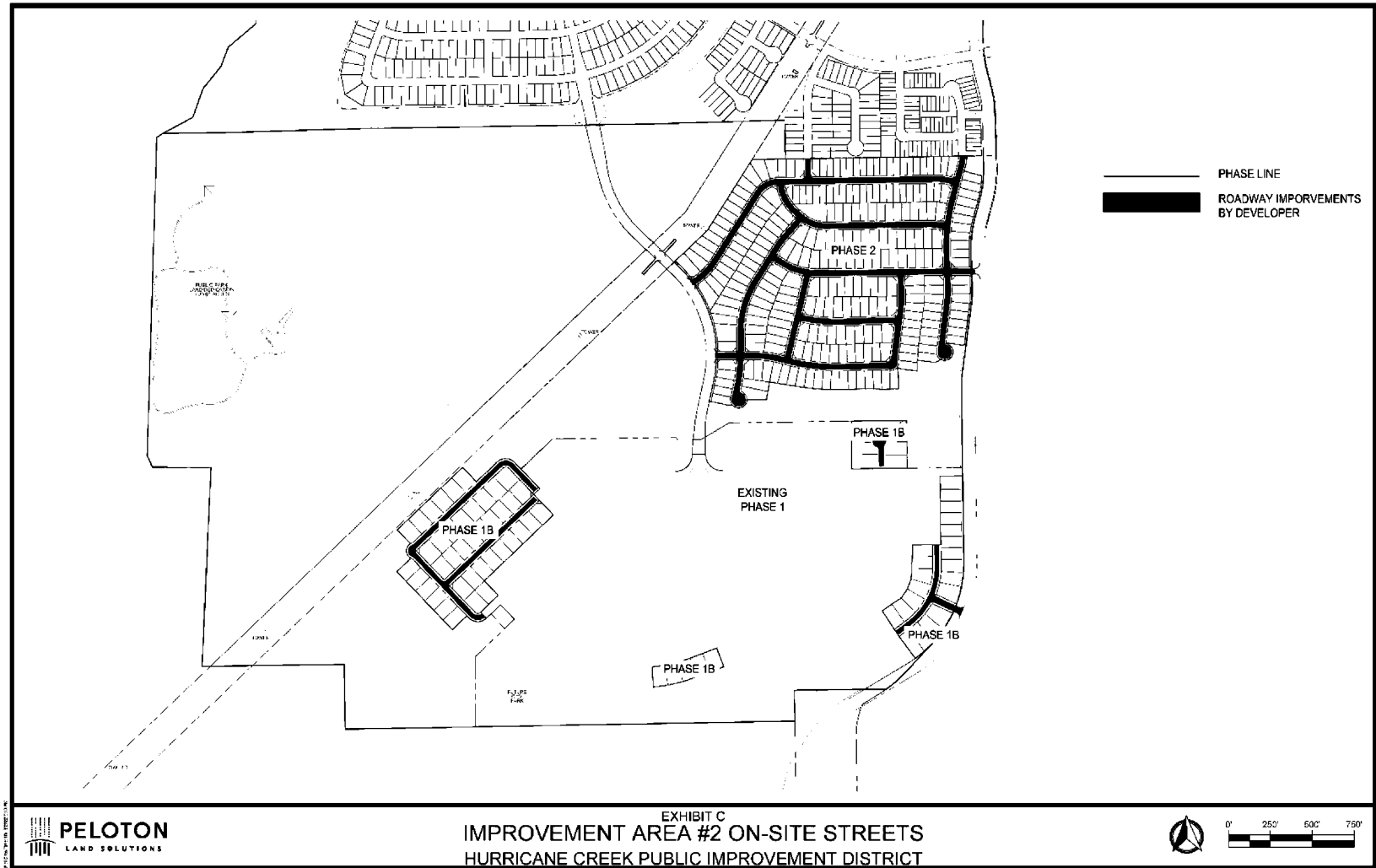
**MISCELLANEOUS COSTS**

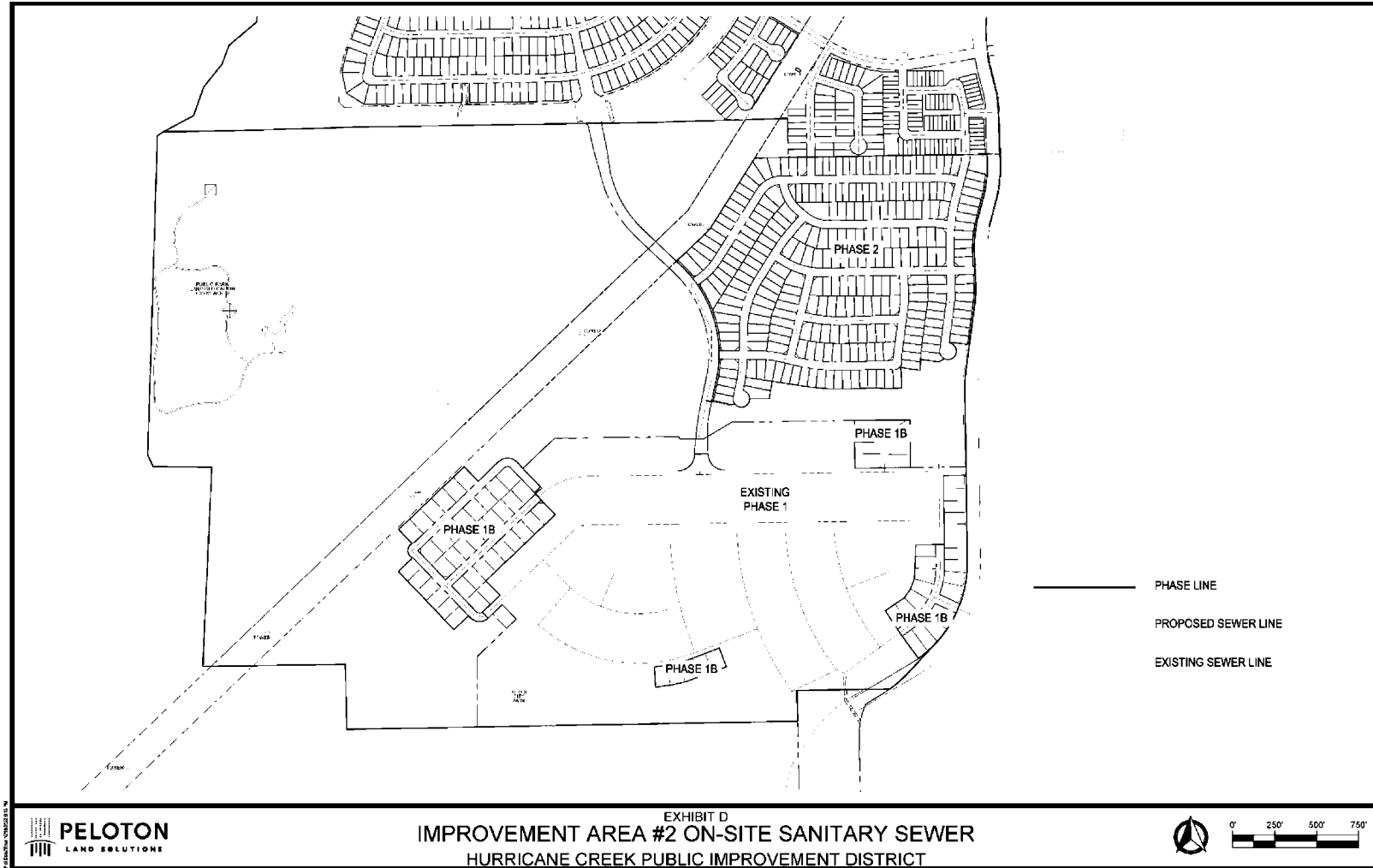
DESCRIPTION	QTY	UNIT			Total			Total	TOTAL
Entitlements, Dev Agmt, District Creation	1	LOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Eng & Surveying (Ph. 1 is per contract)	1	LS	\$580,725	\$535,112	\$1,115,837	\$64,525	\$47,567	\$112,092	\$1,227,928
LOMR (Assumes 2 required)	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEMA LOMR Fees (Assumes 2 required)	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SWPPP (plan preparation & inspections)	1	LS	\$8,000	\$8,000	\$12,000	\$8,000	\$8,000	\$12,000	\$24,000
Preliminary Platting Fee	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Final Platting Fee	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Bond (2% of Pvg & Util Contracts)	2%	%	\$23,770	\$84,920	\$108,690	\$0	\$0	\$0	\$108,690
Engineering Review Fee	1	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Inspection Fee	4%	%	\$48,030	\$215,540	\$263,570	\$1,090	\$15,860	\$16,950	\$280,520
Geotechnical Testing (10% of Earthwork)	10%	%	\$0	\$21,340	\$21,340	\$2,720	\$39,640	\$42,360	\$63,700
<b>TOTAL MISC. COSTS</b>			<b>\$658,525</b>	<b>\$862,912</b>	<b>\$1,521,437</b>	<b>\$74,335</b>	<b>\$109,067</b>	<b>\$183,402</b>	<b>\$1,704,838</b>

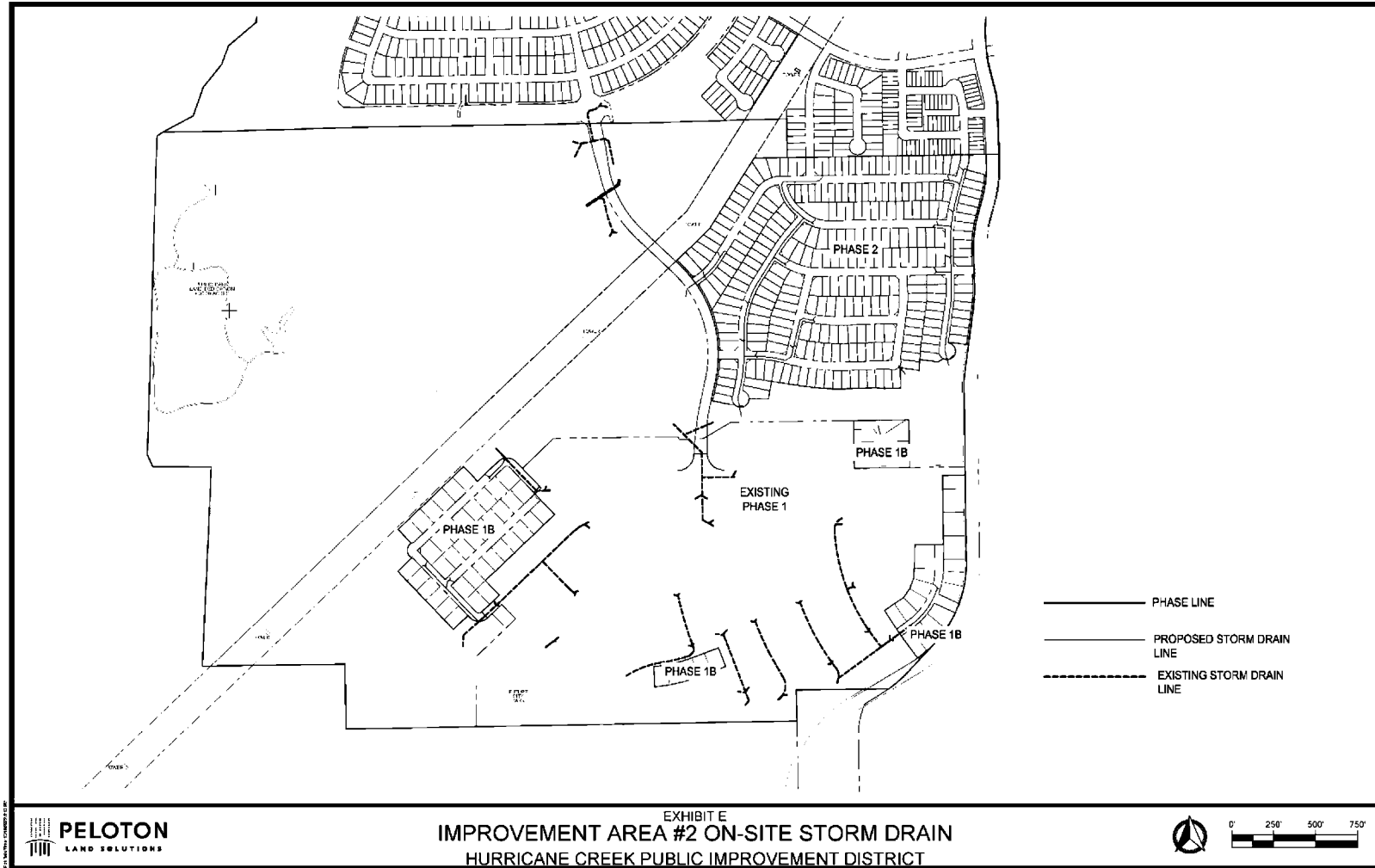
**SUMMARY**

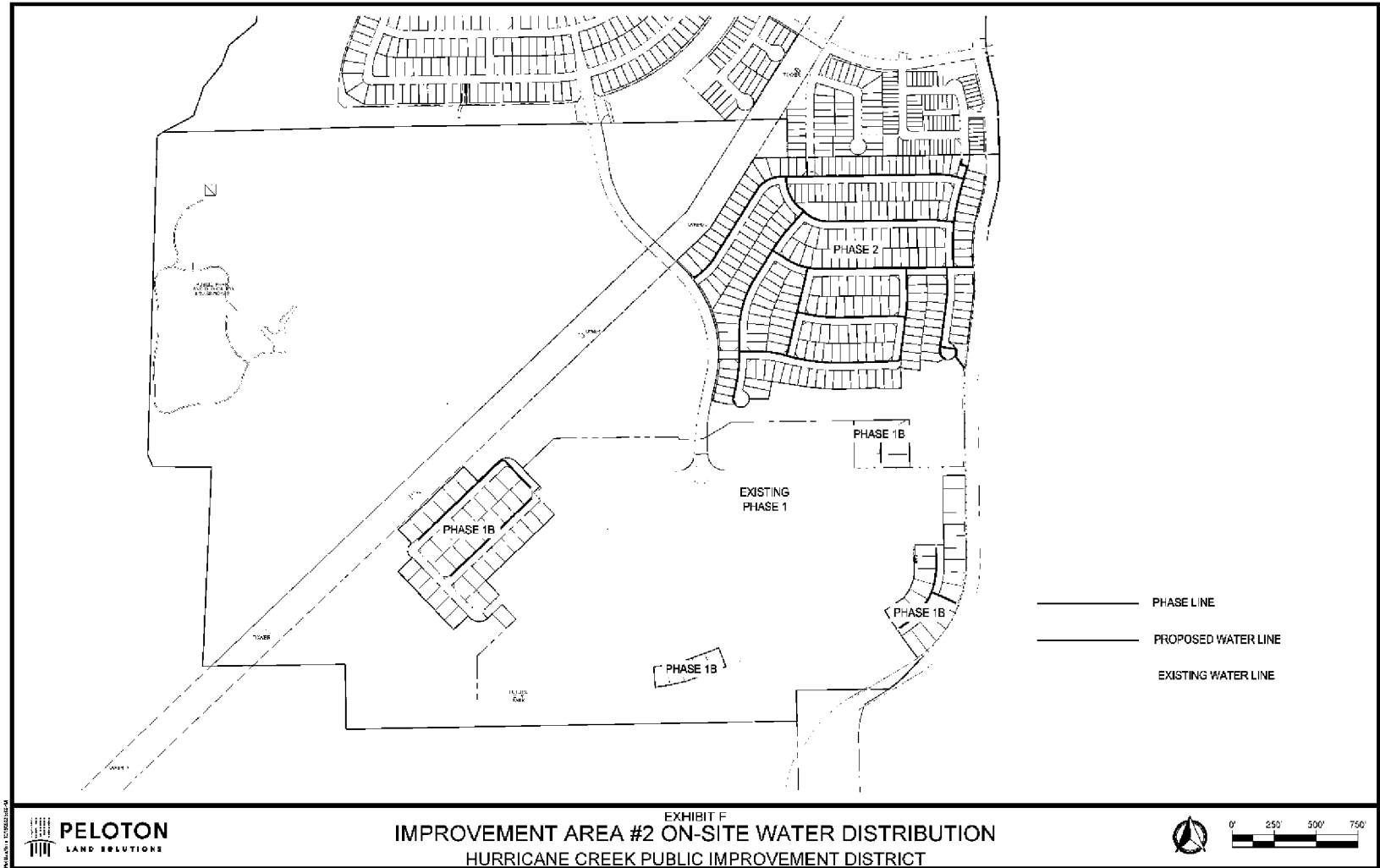
Construction Costs			\$1,430,772	\$5,388,599	\$6,819,371	\$27,200	\$396,388	\$423,588	\$7,242,959
Miscellaneous Costs			\$658,525	\$862,912	\$1,521,437	\$74,335	\$109,067	\$183,402	\$1,704,838
<b>NET PROJECT COSTS</b>			<b>\$2,089,300</b>	<b>\$6,251,510</b>	<b>\$8,340,808</b>	<b>\$101,540</b>	<b>\$505,450</b>	<b>\$606,989</b>	<b>\$8,947,800</b>

**Per Acre: \$128,481**  
**Per Lot: \$26,317**











## 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
  - Lot Type 2
  - Lot Type 2821988
- Major Improvement Area
  - Major Improvement Area (Less Improvement Area #2)
- Improvement Area #2
  - Improvement Area #2 Initial Parcel
  - Lot Type 3
  - Lot Type 4
  - Lot Type 5
  - Lot Type 6
  - Lot Type 7

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE 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 RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANNA, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

---

STREET ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$30,990.86**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, 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 *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

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.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

---

SIGNATURE OF PURCHASER

---

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

---

SIGNATURE OF SELLER

---

SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

**ANNUAL INSTALLMENTS - LOT TYPE 1**

<b>Annual Installment Due January 31,</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Annual Collection</b>	<b>Additional Interest</b>	<b>Total Annual Installment<sup>[b],[c]</sup></b>
2023	\$ 497.76	\$ 1,982.92	\$ 254.88	\$ 154.95	\$ 2,890.51
2024	\$ 541.04	\$ 1,954.30	\$ 259.97	\$ 152.47	\$ 2,907.78
2025	\$ 562.68	\$ 1,923.19	\$ 265.17	\$ 149.76	\$ 2,900.80
2026	\$ 584.32	\$ 1,890.83	\$ 270.48	\$ 146.95	\$ 2,892.58
2027	\$ 627.61	\$ 1,857.23	\$ 275.89	\$ 144.03	\$ 2,904.75
2028	\$ 670.89	\$ 1,821.15	\$ 281.40	\$ 140.89	\$ 2,914.33
2029	\$ 714.17	\$ 1,782.57	\$ 287.03	\$ 137.53	\$ 2,921.31
2030	\$ 735.82	\$ 1,741.50	\$ 292.77	\$ 133.96	\$ 2,904.06
2031	\$ 800.74	\$ 1,693.68	\$ 298.63	\$ 130.28	\$ 2,923.33
2032	\$ 844.02	\$ 1,641.63	\$ 304.60	\$ 126.28	\$ 2,916.53
2033	\$ 908.95	\$ 1,586.77	\$ 310.69	\$ 122.06	\$ 2,928.47
2034	\$ 952.23	\$ 1,527.69	\$ 316.91	\$ 117.51	\$ 2,914.34
2035	\$ 1,017.16	\$ 1,465.79	\$ 323.24	\$ 112.75	\$ 2,918.95
2036	\$ 1,082.08	\$ 1,399.67	\$ 329.71	\$ 107.67	\$ 2,919.13
2037	\$ 1,168.65	\$ 1,329.34	\$ 336.30	\$ 102.26	\$ 2,936.55
2038	\$ 1,233.57	\$ 1,253.38	\$ 343.03	\$ 96.41	\$ 2,926.39
2039	\$ 1,320.14	\$ 1,173.19	\$ 349.89	\$ 90.25	\$ 2,933.47
2040	\$ 1,406.71	\$ 1,087.39	\$ 356.89	\$ 83.65	\$ 2,934.63
2041	\$ 1,514.92	\$ 995.95	\$ 364.03	\$ 76.61	\$ 2,951.50
2042	\$ 1,601.48	\$ 897.48	\$ 371.31	\$ 69.04	\$ 2,939.31
2043	\$ 1,709.69	\$ 793.38	\$ 378.73	\$ 61.03	\$ 2,942.84
2044	\$ 1,839.54	\$ 682.25	\$ 386.31	\$ 52.48	\$ 2,960.58
2045	\$ 1,947.75	\$ 562.68	\$ 394.03	\$ 43.28	\$ 2,947.75
2046	\$ 2,099.24	\$ 436.08	\$ 401.91	\$ 33.54	\$ 2,970.78
2047	\$ 2,229.09	\$ 299.63	\$ 409.95	\$ 23.05	\$ 2,961.72
2048	\$ 2,380.58	\$ 154.74	\$ 418.15	\$ 11.90	\$ 2,965.37
<b>Total</b>	<b>\$ 30,990.86</b>	<b>\$ 33,934.40</b>	<b>\$ 8,581.90</b>	<b>\$ 2,620.59</b>	<b>\$ 76,127.76</b>

**Footnotes :**

[a] Interest is calculated at a 6.46% rate.

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

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE 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 RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANNA, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$35,432.55**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, 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 *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

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.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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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:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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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]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

**ANNUAL INSTALLMENTS - LOT TYPE 2**

<b>Annual Installment Due January 31,</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Annual Collection</b>	<b>Additional Interest</b>	<b>Total Annual Installment<sup>[b],[c]</sup></b>
2023	\$ 569.10	\$ 2,267.11	\$ 291.41	\$ 177.16	\$ 3,304.78
2024	\$ 618.59	\$ 2,234.39	\$ 297.23	\$ 174.32	\$ 3,324.53
2025	\$ 643.33	\$ 2,198.82	\$ 303.18	\$ 171.22	\$ 3,316.55
2026	\$ 668.07	\$ 2,161.83	\$ 309.24	\$ 168.01	\$ 3,307.15
2027	\$ 717.56	\$ 2,123.42	\$ 315.43	\$ 164.67	\$ 3,321.07
2028	\$ 767.05	\$ 2,082.16	\$ 321.74	\$ 161.08	\$ 3,332.02
2029	\$ 816.53	\$ 2,038.05	\$ 328.17	\$ 157.24	\$ 3,340.00
2030	\$ 841.28	\$ 1,991.10	\$ 334.73	\$ 153.16	\$ 3,320.27
2031	\$ 915.51	\$ 1,936.42	\$ 341.43	\$ 148.96	\$ 3,342.31
2032	\$ 964.99	\$ 1,876.91	\$ 348.26	\$ 144.38	\$ 3,334.54
2033	\$ 1,039.22	\$ 1,814.19	\$ 355.22	\$ 139.55	\$ 3,348.18
2034	\$ 1,088.71	\$ 1,746.64	\$ 362.33	\$ 134.36	\$ 3,332.03
2035	\$ 1,162.94	\$ 1,675.87	\$ 369.57	\$ 128.91	\$ 3,337.30
2036	\$ 1,237.17	\$ 1,600.28	\$ 376.96	\$ 123.10	\$ 3,337.51
2037	\$ 1,336.14	\$ 1,519.86	\$ 384.50	\$ 116.91	\$ 3,357.42
2038	\$ 1,410.37	\$ 1,433.01	\$ 392.19	\$ 110.23	\$ 3,345.81
2039	\$ 1,509.35	\$ 1,341.34	\$ 400.04	\$ 103.18	\$ 3,353.90
2040	\$ 1,608.32	\$ 1,243.23	\$ 408.04	\$ 95.63	\$ 3,355.22
2041	\$ 1,732.04	\$ 1,138.69	\$ 416.20	\$ 87.59	\$ 3,374.52
2042	\$ 1,831.01	\$ 1,026.11	\$ 424.52	\$ 78.93	\$ 3,360.57
2043	\$ 1,954.73	\$ 907.09	\$ 433.01	\$ 69.78	\$ 3,364.61
2044	\$ 2,103.19	\$ 780.04	\$ 441.67	\$ 60.00	\$ 3,384.90
2045	\$ 2,226.91	\$ 643.33	\$ 450.51	\$ 49.49	\$ 3,370.23
2046	\$ 2,400.11	\$ 498.58	\$ 459.52	\$ 38.35	\$ 3,396.56
2047	\$ 2,548.57	\$ 342.57	\$ 468.71	\$ 26.35	\$ 3,386.20
2048	\$ 2,721.77	\$ 176.92	\$ 478.08	\$ 13.61	\$ 3,390.38
<b>Total</b>	<b>\$ 35,432.55</b>	<b>\$ 38,797.96</b>	<b>\$ 9,811.88</b>	<b>\$ 2,996.18</b>	<b>\$ 87,038.58</b>

**Footnotes:**

[a] Interest is calculated at a 6.46% rate.

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

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT  
TYPE 2821998**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANNA, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**LOT TYPE 2821998 PRINCIPAL ASSESSMENT: \$27,324.41**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, 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 *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

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.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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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:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

**ANNUAL INSTALLMENTS - LOT TYPE 2821988**

<b>Annual Installment Due January 31,</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Annual Collection Costs</b>	<b>Additional Interest</b>	<b>Total Annual Installment<sup>[b],[c]</sup></b>
2023	\$ 438.87	\$ 1,748.32	\$ 224.72	\$ 136.62	\$ 2,548.54
2024	\$ 477.03	\$ 1,723.09	\$ 229.22	\$ 134.43	\$ 2,563.76
2025	\$ 496.11	\$ 1,695.66	\$ 233.80	\$ 132.04	\$ 2,557.62
2026	\$ 515.19	\$ 1,667.13	\$ 238.48	\$ 129.56	\$ 2,550.37
2027	\$ 553.36	\$ 1,637.51	\$ 243.25	\$ 126.99	\$ 2,561.10
2028	\$ 591.52	\$ 1,605.69	\$ 248.11	\$ 124.22	\$ 2,569.54
2029	\$ 629.68	\$ 1,571.68	\$ 253.07	\$ 121.26	\$ 2,575.70
2030	\$ 648.76	\$ 1,535.47	\$ 258.14	\$ 118.11	\$ 2,560.48
2031	\$ 706.01	\$ 1,493.30	\$ 263.30	\$ 114.87	\$ 2,577.48
2032	\$ 744.17	\$ 1,447.41	\$ 268.56	\$ 111.34	\$ 2,571.48
2033	\$ 801.41	\$ 1,399.04	\$ 273.94	\$ 107.62	\$ 2,582.01
2034	\$ 839.58	\$ 1,346.95	\$ 279.41	\$ 103.61	\$ 2,569.55
2035	\$ 896.82	\$ 1,292.38	\$ 285.00	\$ 99.41	\$ 2,573.61
2036	\$ 954.06	\$ 1,234.08	\$ 290.70	\$ 94.93	\$ 2,573.78
2037	\$ 1,030.39	\$ 1,172.07	\$ 296.52	\$ 90.16	\$ 2,589.13
2038	\$ 1,087.63	\$ 1,105.09	\$ 302.45	\$ 85.01	\$ 2,580.18
2039	\$ 1,163.96	\$ 1,034.40	\$ 308.50	\$ 79.57	\$ 2,586.42
2040	\$ 1,240.28	\$ 958.74	\$ 314.67	\$ 73.75	\$ 2,587.44
2041	\$ 1,335.69	\$ 878.12	\$ 320.96	\$ 67.55	\$ 2,602.32
2042	\$ 1,412.02	\$ 791.30	\$ 327.38	\$ 60.87	\$ 2,591.56
2043	\$ 1,507.42	\$ 699.52	\$ 333.93	\$ 53.81	\$ 2,594.68
2044	\$ 1,621.91	\$ 601.54	\$ 340.60	\$ 46.27	\$ 2,610.32
2045	\$ 1,717.32	\$ 496.11	\$ 347.42	\$ 38.16	\$ 2,599.01
2046	\$ 1,850.89	\$ 384.49	\$ 354.36	\$ 29.58	\$ 2,619.31
2047	\$ 1,965.37	\$ 264.18	\$ 361.45	\$ 20.32	\$ 2,611.33
2048	\$ 2,098.94	\$ 136.43	\$ 368.68	\$ 10.49	\$ 2,614.55
<b>Total</b>	<b>\$ 27,324.41</b>	<b>\$ 29,919.70</b>	<b>\$ 7,566.60</b>	<b>\$ 2,310.55</b>	<b>\$ 67,121.26</b>

**Footnotes:**

[a] Interest is calculated at a 6.46% rate.

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

[c] The projected Annual Installment does not include the Maximum TIRZ No. 2 Annual Credit Amount of \$1,151 for Lot Type 1. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each Lot.

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT – MAJOR IMPROVEMENT  
AREA (LESS IMPROVEMENT AREA #2) BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANNA, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**MAJOR IMPROVEMENT AREA (LESS IMPROVEMENT AREA #2) PRINCIPAL  
ASSESSMENT: \$1,682,281.79**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, 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 *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

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.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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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:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.



## ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA (LESS IMPROVEMENT AREA #2)

Annual Installment Due January 31,	Principal	Interest <sup>[b]</sup>	Annual Collection Costs	Additional Interest	Reserve Fund	Total Annual Installment <sup>[a]</sup>
2023	\$ 29,004.86	\$ 111,813.73	\$ 10,648.47	\$ 8,411.41	\$ -	\$ 159,878.47
2024	\$ 29,004.86	\$ 110,073.44	\$ 10,861.44	\$ 8,266.38	\$ -	\$ 158,206.12
2025	\$ 31,421.93	\$ 108,333.15	\$ 11,078.67	\$ 8,121.36	\$ -	\$ 158,955.11
2026	\$ 33,839.00	\$ 106,447.83	\$ 11,300.24	\$ 7,964.25	\$ -	\$ 159,551.33
2027	\$ 33,839.00	\$ 104,417.49	\$ 11,526.25	\$ 7,795.06	\$ -	\$ 157,577.80
2028	\$ 36,256.07	\$ 102,387.15	\$ 11,756.77	\$ 7,625.86	\$ -	\$ 158,025.86
2029	\$ 38,673.14	\$ 100,211.79	\$ 11,991.91	\$ 7,444.58	\$ -	\$ 158,321.42
2030	\$ 41,090.22	\$ 97,891.40	\$ 12,231.75	\$ 7,251.21	\$ -	\$ 158,464.57
2031	\$ 43,507.29	\$ 95,117.81	\$ 12,476.38	\$ 7,045.76	\$ -	\$ 158,147.24
2032	\$ 45,924.36	\$ 92,181.07	\$ 12,725.91	\$ 6,828.23	\$ -	\$ 157,659.56
2033	\$ 48,341.43	\$ 89,081.17	\$ 12,980.43	\$ 6,598.61	\$ -	\$ 157,001.63
2034	\$ 50,758.50	\$ 85,818.12	\$ 13,240.04	\$ 6,356.90	\$ -	\$ 156,173.56
2035	\$ 55,592.65	\$ 82,391.93	\$ 13,504.84	\$ 6,103.11	\$ -	\$ 157,592.51
2036	\$ 58,009.72	\$ 78,639.42	\$ 13,774.93	\$ 5,825.14	\$ -	\$ 156,249.22
2037	\$ 62,843.86	\$ 74,723.77	\$ 14,050.43	\$ 5,535.09	\$ -	\$ 157,153.15
2038	\$ 67,678.00	\$ 70,481.81	\$ 14,331.44	\$ 5,220.87	\$ -	\$ 157,712.12
2039	\$ 72,512.15	\$ 65,913.54	\$ 14,618.07	\$ 4,882.48	\$ -	\$ 157,926.24
2040	\$ 74,929.22	\$ 61,018.97	\$ 14,910.43	\$ 4,519.92	\$ -	\$ 155,378.54
2041	\$ 82,180.43	\$ 55,961.25	\$ 15,208.64	\$ 4,145.28	\$ -	\$ 157,495.60
2042	\$ 87,014.58	\$ 50,414.07	\$ 15,512.81	\$ 3,734.38	\$ -	\$ 156,675.83
2043	\$ 91,848.72	\$ 44,540.59	\$ 15,823.07	\$ 3,299.30	\$ -	\$ 155,511.68
2044	\$ 99,099.93	\$ 38,340.80	\$ 16,139.53	\$ 2,840.06	\$ -	\$ 156,420.32
2045	\$ 106,351.15	\$ 31,651.55	\$ 16,462.32	\$ 2,344.56	\$ -	\$ 156,809.58
2046	\$ 113,602.36	\$ 24,472.85	\$ 16,791.57	\$ 1,812.80	\$ -	\$ 156,679.58
2047	\$ 120,853.58	\$ 16,804.69	\$ 17,127.40	\$ 1,244.79	\$ -	\$ 156,030.46
2048	\$ 128,104.79	\$ 8,647.07	\$ 17,469.95	\$ 640.52	\$ (140,818.59)	\$ 14,043.75
<b>Total</b>	<b>\$ 1,682,281.79</b>	<b>\$ 1,907,776.44</b>	<b>\$ 358,543.68</b>	<b>\$ 141,857.93</b>	<b>\$ (140,818.59)</b>	<b>\$ 3,949,641.25</b>

**Footnotes:**

[a] 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.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2**  
**INITIAL PARCEL BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANNA, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT:  
\$12,347,718.21**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, 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 *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

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.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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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:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL

	Improvement Area #2 Bond					Major Improvement Area Bond						
Annual Installments Due 1/31	Principal	Interest <sup>(a)</sup>	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest <sup>(b)</sup>	Additional Interest	Reserve Fund	Total Annual Collection Costs	Total Annual Installment <sup>(c)</sup>	
2023	\$ -	\$ 411,480.72	\$ (411,480.72)	\$ -	\$ -	\$ 30,995.14	\$ 119,486.27	\$ 8,988.59	\$ -	\$ 11,379.16	\$ 170,849.16	
2024	\$ 151,000.00	\$ 614,660.00	\$ -	\$ 52,750.00	\$ -	\$ 30,995.14	\$ 117,626.56	\$ 8,833.62	\$ -	\$ 52,406.74	\$ 1,028,272.06	
2025	\$ 158,000.00	\$ 607,110.00	\$ -	\$ 51,995.00	\$ -	\$ 33,578.07	\$ 115,766.85	\$ 8,678.64	\$ -	\$ 53,454.88	\$ 1,028,583.44	
2026	\$ 166,000.00	\$ 599,210.00	\$ -	\$ 51,205.00	\$ -	\$ 36,161.00	\$ 113,752.17	\$ 8,510.75	\$ -	\$ 54,523.97	\$ 1,029,362.89	
2027	\$ 175,000.00	\$ 590,910.00	\$ -	\$ 50,375.00	\$ -	\$ 36,161.00	\$ 111,582.51	\$ 8,329.94	\$ -	\$ 55,614.45	\$ 1,027,972.91	
2028	\$ 183,000.00	\$ 582,160.00	\$ -	\$ 49,500.00	\$ -	\$ 38,743.93	\$ 109,412.85	\$ 8,149.14	\$ -	\$ 56,726.74	\$ 1,027,692.66	
2029	\$ 193,000.00	\$ 573,010.00	\$ -	\$ 48,585.00	\$ -	\$ 41,326.86	\$ 107,088.21	\$ 7,955.42	\$ -	\$ 57,861.28	\$ 1,028,826.77	
2030	\$ 204,000.00	\$ 561,912.50	\$ -	\$ 47,620.00	\$ -	\$ 43,909.78	\$ 104,608.60	\$ 7,748.79	\$ -	\$ 59,018.50	\$ 1,028,818.18	
2031	\$ 216,000.00	\$ 550,182.50	\$ -	\$ 46,600.00	\$ -	\$ 46,492.71	\$ 101,644.69	\$ 7,529.24	\$ -	\$ 60,198.87	\$ 1,028,648.01	
2032	\$ 228,000.00	\$ 537,762.50	\$ -	\$ 45,520.00	\$ -	\$ 49,075.64	\$ 98,506.43	\$ 7,296.77	\$ -	\$ 61,402.85	\$ 1,027,564.20	
2033	\$ 241,000.00	\$ 524,652.50	\$ -	\$ 44,380.00	\$ -	\$ 51,658.57	\$ 95,193.83	\$ 7,051.39	\$ -	\$ 62,630.91	\$ 1,026,567.20	
2034	\$ 256,000.00	\$ 510,795.00	\$ -	\$ 43,175.00	\$ -	\$ 54,241.50	\$ 91,706.88	\$ 6,793.10	\$ -	\$ 63,883.53	\$ 1,026,595.00	
2035	\$ 270,000.00	\$ 496,075.00	\$ -	\$ 41,895.00	\$ -	\$ 59,407.35	\$ 88,045.57	\$ 6,521.89	\$ -	\$ 65,161.20	\$ 1,027,106.02	
2036	\$ 286,000.00	\$ 480,550.00	\$ -	\$ 40,545.00	\$ -	\$ 61,990.28	\$ 84,035.58	\$ 6,224.86	\$ -	\$ 66,464.42	\$ 1,025,810.14	
2037	\$ 303,000.00	\$ 464,105.00	\$ -	\$ 39,115.00	\$ -	\$ 67,156.14	\$ 79,851.23	\$ 5,914.91	\$ -	\$ 67,793.71	\$ 1,026,935.99	
2038	\$ 321,000.00	\$ 446,682.50	\$ -	\$ 37,600.00	\$ -	\$ 72,322.00	\$ 75,318.19	\$ 5,579.13	\$ -	\$ 69,149.58	\$ 1,027,651.40	
2039	\$ 340,000.00	\$ 428,225.00	\$ -	\$ 35,995.00	\$ -	\$ 77,487.85	\$ 70,436.46	\$ 5,217.52	\$ -	\$ 70,532.57	\$ 1,027,894.40	
2040	\$ 360,000.00	\$ 408,675.00	\$ -	\$ 34,295.00	\$ -	\$ 80,070.78	\$ 65,206.03	\$ 4,830.08	\$ -	\$ 71,943.23	\$ 1,025,020.11	
2041	\$ 382,000.00	\$ 387,975.00	\$ -	\$ 32,495.00	\$ -	\$ 87,819.57	\$ 59,801.25	\$ 4,429.72	\$ -	\$ 73,382.09	\$ 1,027,902.63	
2042	\$ 404,000.00	\$ 366,010.00	\$ -	\$ 30,585.00	\$ -	\$ 92,985.42	\$ 53,873.43	\$ 3,990.62	\$ -	\$ 74,849.73	\$ 1,026,294.21	
2043	\$ 428,000.00	\$ 342,780.00	\$ -	\$ 28,565.00	\$ -	\$ 98,151.28	\$ 47,596.91	\$ 3,525.70	\$ -	\$ 76,346.73	\$ 1,024,965.62	
2044	\$ 455,000.00	\$ 317,100.00	\$ -	\$ 26,425.00	\$ -	\$ 105,900.07	\$ 40,971.70	\$ 3,034.94	\$ -	\$ 77,873.66	\$ 1,026,305.37	
2045	\$ 483,000.00	\$ 289,800.00	\$ -	\$ 24,150.00	\$ -	\$ 113,648.85	\$ 33,823.45	\$ 2,505.44	\$ -	\$ 79,431.13	\$ 1,026,358.88	
2046	\$ 514,000.00	\$ 260,820.00	\$ -	\$ 21,735.00	\$ -	\$ 121,397.64	\$ 26,152.15	\$ 1,937.20	\$ -	\$ 81,019.76	\$ 1,027,061.74	
2047	\$ 546,000.00	\$ 229,980.00	\$ -	\$ 19,165.00	\$ -	\$ 129,146.42	\$ 17,957.81	\$ 1,330.21	\$ -	\$ 82,640.15	\$ 1,026,219.59	
2048	\$ 580,000.00	\$ 197,220.00	\$ -	\$ 16,435.00	\$ -	\$ 136,895.21	\$ 9,240.43	\$ 684.48	\$ (150,481.41)	\$ 84,292.96	\$ 874,286.65	
2049	\$ 616,000.00	\$ 162,420.00	\$ -	\$ 13,535.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,936.72	\$ 858,891.72	
2050	\$ 655,000.00	\$ 125,460.00	\$ -	\$ 10,455.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,275.46	\$ 859,190.46	
2051	\$ 696,000.00	\$ 86,160.00	\$ -	\$ 7,180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,640.97	\$ 858,980.97	
2052	\$ 740,000.00	\$ 44,400.00	\$ -	\$ 3,700.00	\$ (784,400.00)	\$ -	\$ -	\$ -	\$ -	\$ 71,033.79	\$ 74,733.79	
Total	\$ 10,550,000.00	\$ 12,198,283.22	\$ (411,480.72)	\$ 995,575.00	\$ (784,400.00)	\$ 1,797,718.21	\$ 2,038,686.06	\$ 151,592.07	\$ (150,481.41)	\$ 1,965,869.74	\$ 28,351,362.18	

**Footnotes:**

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

Annual Installment Schedule to Notice  
of Obligation to Pay Improvement District Assessment

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE 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 RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANNA, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$30,033.37**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, 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 *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

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.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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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:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

## ANNUAL INSTALLMENTS - LOT TYPE 3

	Improvement Area #2 Bond					Major Improvement Area Bond						
Annual Installments Due 1/31	Principal	Interest <sup>(a)</sup>	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest <sup>(b)</sup>	Additional Interest	Reserve Fund	Total Annual Collection Costs	Total Annual Installment <sup>(c)</sup>	
2023	\$ -	\$ 1,000.84	\$ (1,000.84)	\$ -	\$ -	\$ 75.39	\$ 290.63	\$ 21.86	\$ -	\$ 27.68	\$ 415.56	
2024	\$ 367.28	\$ 1,495.04	\$ -	\$ 128.30	\$ -	\$ 75.39	\$ 286.10	\$ 21.49	\$ -	\$ 127.47	\$ 2,501.07	
2025	\$ 384.30	\$ 1,476.67	\$ -	\$ 126.47	\$ -	\$ 81.67	\$ 281.58	\$ 21.11	\$ -	\$ 130.02	\$ 2,501.82	
2026	\$ 403.76	\$ 1,457.46	\$ -	\$ 124.55	\$ -	\$ 87.95	\$ 276.68	\$ 20.70	\$ -	\$ 132.62	\$ 2,503.72	
2027	\$ 425.65	\$ 1,437.27	\$ -	\$ 122.53	\$ -	\$ 87.95	\$ 271.40	\$ 20.26	\$ -	\$ 135.27	\$ 2,500.34	
2028	\$ 445.11	\$ 1,415.99	\$ -	\$ 120.40	\$ -	\$ 94.24	\$ 266.12	\$ 19.82	\$ -	\$ 137.98	\$ 2,499.66	
2029	\$ 469.43	\$ 1,393.73	\$ -	\$ 118.17	\$ -	\$ 100.52	\$ 260.47	\$ 19.35	\$ -	\$ 140.74	\$ 2,502.42	
2030	\$ 496.19	\$ 1,366.74	\$ -	\$ 115.83	\$ -	\$ 106.80	\$ 254.44	\$ 18.85	\$ -	\$ 143.55	\$ 2,502.40	
2031	\$ 525.38	\$ 1,338.21	\$ -	\$ 113.35	\$ -	\$ 113.08	\$ 247.23	\$ 18.31	\$ -	\$ 146.42	\$ 2,501.98	
2032	\$ 554.56	\$ 1,308.00	\$ -	\$ 110.72	\$ -	\$ 119.37	\$ 239.60	\$ 17.75	\$ -	\$ 149.35	\$ 2,499.35	
2033	\$ 586.18	\$ 1,276.11	\$ -	\$ 107.95	\$ -	\$ 125.65	\$ 231.54	\$ 17.15	\$ -	\$ 152.34	\$ 2,496.92	
2034	\$ 622.67	\$ 1,242.41	\$ -	\$ 105.01	\$ -	\$ 131.93	\$ 223.06	\$ 16.52	\$ -	\$ 155.38	\$ 2,496.99	
2035	\$ 656.72	\$ 1,206.60	\$ -	\$ 101.90	\$ -	\$ 144.50	\$ 214.15	\$ 15.86	\$ -	\$ 158.49	\$ 2,498.23	
2036	\$ 695.64	\$ 1,168.84	\$ -	\$ 98.62	\$ -	\$ 150.78	\$ 204.40	\$ 15.14	\$ -	\$ 161.66	\$ 2,495.08	
2037	\$ 736.99	\$ 1,128.84	\$ -	\$ 95.14	\$ -	\$ 163.34	\$ 194.22	\$ 14.39	\$ -	\$ 164.89	\$ 2,497.82	
2038	\$ 780.77	\$ 1,086.47	\$ -	\$ 91.45	\$ -	\$ 175.91	\$ 183.20	\$ 13.57	\$ -	\$ 168.19	\$ 2,499.56	
2039	\$ 826.98	\$ 1,041.57	\$ -	\$ 87.55	\$ -	\$ 188.47	\$ 171.32	\$ 12.69	\$ -	\$ 171.56	\$ 2,500.15	
2040	\$ 875.63	\$ 994.02	\$ -	\$ 83.42	\$ -	\$ 194.76	\$ 158.60	\$ 11.75	\$ -	\$ 174.99	\$ 2,493.16	
2041	\$ 929.14	\$ 943.67	\$ -	\$ 79.04	\$ -	\$ 213.60	\$ 145.45	\$ 10.77	\$ -	\$ 178.49	\$ 2,500.17	
2042	\$ 982.65	\$ 890.25	\$ -	\$ 74.39	\$ -	\$ 226.17	\$ 131.04	\$ 9.71	\$ -	\$ 182.06	\$ 2,496.26	
2043	\$ 1,041.02	\$ 833.74	\$ -	\$ 69.48	\$ -	\$ 238.73	\$ 115.77	\$ 8.58	\$ -	\$ 185.70	\$ 2,493.02	
2044	\$ 1,106.70	\$ 771.28	\$ -	\$ 64.27	\$ -	\$ 257.58	\$ 99.66	\$ 7.38	\$ -	\$ 189.41	\$ 2,496.28	
2045	\$ 1,174.80	\$ 704.88	\$ -	\$ 58.74	\$ -	\$ 276.43	\$ 82.27	\$ 6.09	\$ -	\$ 193.20	\$ 2,496.41	
2046	\$ 1,250.20	\$ 634.39	\$ -	\$ 52.87	\$ -	\$ 295.28	\$ 63.61	\$ 4.71	\$ -	\$ 197.06	\$ 2,498.12	
2047	\$ 1,328.04	\$ 559.38	\$ -	\$ 46.62	\$ -	\$ 314.12	\$ 43.68	\$ 3.24	\$ -	\$ 201.01	\$ 2,496.07	
2048	\$ 1,410.73	\$ 479.70	\$ -	\$ 39.97	\$ -	\$ 332.97	\$ 22.48	\$ 1.66	\$ (366.02)	\$ 205.03	\$ 2,126.53	
2049	\$ 1,498.30	\$ 395.05	\$ -	\$ 32.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162.81	\$ 2,089.08	
2050	\$ 1,593.16	\$ 305.16	\$ -	\$ 25.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166.07	\$ 2,089.81	
2051	\$ 1,692.88	\$ 209.57	\$ -	\$ 17.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169.39	\$ 2,089.30	
2052	\$ 1,799.90	\$ 107.99	\$ -	\$ 9.00	\$ (1,907.90)	\$ -	\$ -	\$ -	\$ -	\$ 172.78	\$ 181.78	
Total	\$ 25,660.78	\$ 29,669.90	\$ (1,000.84)	\$ 2,421.54	\$ (1,907.90)	\$ 4,372.59	\$ 4,958.70	\$ 368.72	\$ (366.02)	\$ 4,781.59	\$ 68,959.05	

**Footnotes:**

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT  
TYPE 4**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANNA, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: \$34,037.82**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, 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 *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

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.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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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:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

## ANNUAL INSTALLMENTS - LOT TYPE 4

Annual Installments Due 1/31	Improvement Area #2 Bond					Major Improvement Area Bond				Total Annual	
	Principal	Interest <sup>(a)</sup>	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest <sup>(b)</sup>	Additional Interest	Reserve Fund	Collection Costs	Total Annual Installment <sup>(c)</sup>
2023	\$ -	\$ 1,134.29	\$ (1,134.29)	\$ -	\$ -	\$ 85.44	\$ 329.38	\$ 24.78	\$ -	\$ 31.37	\$ 470.96
2024	\$ 416.25	\$ 1,694.38	\$ -	\$ 145.41	\$ -	\$ 85.44	\$ 324.25	\$ 24.35	\$ -	\$ 144.46	\$ 2,834.54
2025	\$ 435.54	\$ 1,673.56	\$ -	\$ 143.33	\$ -	\$ 92.56	\$ 319.12	\$ 23.92	\$ -	\$ 147.35	\$ 2,835.40
2026	\$ 457.60	\$ 1,651.79	\$ -	\$ 141.15	\$ -	\$ 99.68	\$ 313.57	\$ 23.46	\$ -	\$ 150.30	\$ 2,837.55
2027	\$ 482.41	\$ 1,628.91	\$ -	\$ 138.86	\$ -	\$ 99.68	\$ 307.59	\$ 22.96	\$ -	\$ 153.31	\$ 2,833.72
2028	\$ 504.46	\$ 1,604.79	\$ -	\$ 136.45	\$ -	\$ 106.80	\$ 301.61	\$ 22.46	\$ -	\$ 156.37	\$ 2,832.95
2029	\$ 532.03	\$ 1,579.56	\$ -	\$ 133.93	\$ -	\$ 113.92	\$ 295.20	\$ 21.93	\$ -	\$ 159.50	\$ 2,836.07
2030	\$ 562.35	\$ 1,548.97	\$ -	\$ 131.27	\$ -	\$ 121.04	\$ 288.36	\$ 21.36	\$ -	\$ 162.69	\$ 2,836.05
2031	\$ 595.43	\$ 1,516.64	\$ -	\$ 128.46	\$ -	\$ 128.16	\$ 280.19	\$ 20.76	\$ -	\$ 165.94	\$ 2,835.58
2032	\$ 628.51	\$ 1,482.40	\$ -	\$ 125.48	\$ -	\$ 135.28	\$ 271.54	\$ 20.11	\$ -	\$ 169.26	\$ 2,832.59
2033	\$ 664.34	\$ 1,446.26	\$ -	\$ 122.34	\$ -	\$ 142.40	\$ 262.41	\$ 19.44	\$ -	\$ 172.65	\$ 2,829.84
2034	\$ 705.69	\$ 1,408.06	\$ -	\$ 119.02	\$ -	\$ 149.52	\$ 252.80	\$ 18.73	\$ -	\$ 176.10	\$ 2,829.92
2035	\$ 744.28	\$ 1,367.48	\$ -	\$ 115.49	\$ -	\$ 163.76	\$ 242.71	\$ 17.98	\$ -	\$ 179.62	\$ 2,831.33
2036	\$ 788.39	\$ 1,324.69	\$ -	\$ 111.77	\$ -	\$ 170.88	\$ 231.65	\$ 17.16	\$ -	\$ 183.22	\$ 2,827.76
2037	\$ 835.25	\$ 1,279.36	\$ -	\$ 107.82	\$ -	\$ 185.12	\$ 220.12	\$ 16.31	\$ -	\$ 186.88	\$ 2,830.86
2038	\$ 884.87	\$ 1,231.33	\$ -	\$ 103.65	\$ -	\$ 199.36	\$ 207.62	\$ 15.38	\$ -	\$ 190.62	\$ 2,832.83
2039	\$ 937.25	\$ 1,180.45	\$ -	\$ 99.22	\$ -	\$ 213.60	\$ 194.17	\$ 14.38	\$ -	\$ 194.43	\$ 2,833.50
2040	\$ 992.38	\$ 1,126.56	\$ -	\$ 94.54	\$ -	\$ 220.72	\$ 179.75	\$ 13.31	\$ -	\$ 198.32	\$ 2,825.58
2041	\$ 1,053.02	\$ 1,069.49	\$ -	\$ 89.58	\$ -	\$ 242.08	\$ 164.85	\$ 12.21	\$ -	\$ 202.29	\$ 2,833.52
2042	\$ 1,113.67	\$ 1,008.95	\$ -	\$ 84.31	\$ -	\$ 256.32	\$ 148.51	\$ 11.00	\$ -	\$ 206.33	\$ 2,829.09
2043	\$ 1,179.83	\$ 944.91	\$ -	\$ 78.74	\$ -	\$ 270.56	\$ 131.21	\$ 9.72	\$ -	\$ 210.46	\$ 2,825.43
2044	\$ 1,254.26	\$ 874.12	\$ -	\$ 72.84	\$ -	\$ 291.92	\$ 112.94	\$ 8.37	\$ -	\$ 214.67	\$ 2,829.12
2045	\$ 1,331.44	\$ 798.86	\$ -	\$ 66.57	\$ -	\$ 313.29	\$ 93.24	\$ 6.91	\$ -	\$ 218.96	\$ 2,829.27
2046	\$ 1,416.90	\$ 718.98	\$ -	\$ 59.91	\$ -	\$ 334.65	\$ 72.09	\$ 5.34	\$ -	\$ 223.34	\$ 2,831.21
2047	\$ 1,505.11	\$ 633.96	\$ -	\$ 52.83	\$ -	\$ 356.01	\$ 49.50	\$ 3.67	\$ -	\$ 227.81	\$ 2,828.88
2048	\$ 1,598.83	\$ 543.66	\$ -	\$ 45.30	\$ -	\$ 377.37	\$ 25.47	\$ 1.89	\$ (414.82)	\$ 232.36	\$ 2,410.07
2049	\$ 1,698.07	\$ 447.73	\$ -	\$ 37.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 184.52	\$ 2,367.63
2050	\$ 1,805.58	\$ 345.84	\$ -	\$ 28.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188.21	\$ 2,368.45
2051	\$ 1,918.60	\$ 237.51	\$ -	\$ 19.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 191.97	\$ 2,367.87
2052	\$ 2,039.89	\$ 122.39	\$ -	\$ 10.20	\$ (2,162.28)	\$ -	\$ -	\$ -	\$ -	\$ 195.81	\$ 206.01
<b>Total</b>	<b>\$ 29,082.21</b>	<b>\$ 33,625.88</b>	<b>\$ (1,134.29)</b>	<b>\$ 2,744.41</b>	<b>\$ (2,162.28)</b>	<b>\$ 4,955.60</b>	<b>\$ 5,619.86</b>	<b>\$ 417.88</b>	<b>\$ (414.82)</b>	<b>\$ 5,419.13</b>	<b>\$ 78,153.58</b>

**Footnotes:**

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT  
TYPE 5**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANNA, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: \$44,048.94**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, 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 *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

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.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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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:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.



## ANNUAL INSTALLMENTS - LOT TYPE 5

	Improvement Area #2 Bond					Major Improvement Area Bond						
Annual Installments Due 1/31	Principal	Interest <sup>(a)</sup>	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest <sup>(b)</sup>	Additional Interest	Reserve Fund	Total Annual Collection Costs	Total Annual Installment <sup>(c)</sup>	
2023	\$ -	\$ 1,467.91	\$ (1,467.91)	\$ -	\$ -	\$ 110.57	\$ 426.25	\$ 32.07	\$ -	\$ 40.59	\$ 609.48	
2024	\$ 538.67	\$ 2,192.72	\$ -	\$ 188.18	\$ -	\$ 110.57	\$ 419.62	\$ 31.51	\$ -	\$ 186.95	\$ 3,668.23	
2025	\$ 563.65	\$ 2,165.79	\$ -	\$ 185.49	\$ -	\$ 119.79	\$ 412.98	\$ 30.96	\$ -	\$ 190.69	\$ 3,669.34	
2026	\$ 592.18	\$ 2,137.61	\$ -	\$ 182.67	\$ -	\$ 129.00	\$ 405.80	\$ 30.36	\$ -	\$ 194.51	\$ 3,672.12	
2027	\$ 624.29	\$ 2,108.00	\$ -	\$ 179.71	\$ -	\$ 129.00	\$ 398.06	\$ 29.72	\$ -	\$ 198.40	\$ 3,667.16	
2028	\$ 652.83	\$ 2,076.78	\$ -	\$ 176.59	\$ -	\$ 138.21	\$ 390.32	\$ 29.07	\$ -	\$ 202.37	\$ 3,666.16	
2029	\$ 688.50	\$ 2,044.14	\$ -	\$ 173.32	\$ -	\$ 147.43	\$ 382.02	\$ 28.38	\$ -	\$ 206.41	\$ 3,670.21	
2030	\$ 727.74	\$ 2,004.55	\$ -	\$ 169.88	\$ -	\$ 156.64	\$ 373.18	\$ 27.64	\$ -	\$ 210.54	\$ 3,670.18	
2031	\$ 770.55	\$ 1,962.71	\$ -	\$ 166.24	\$ -	\$ 165.86	\$ 362.60	\$ 26.86	\$ -	\$ 214.75	\$ 3,669.57	
2032	\$ 813.36	\$ 1,918.40	\$ -	\$ 162.39	\$ -	\$ 175.07	\$ 351.41	\$ 26.03	\$ -	\$ 219.05	\$ 3,665.71	
2033	\$ 859.74	\$ 1,871.63	\$ -	\$ 158.32	\$ -	\$ 184.29	\$ 339.59	\$ 25.15	\$ -	\$ 223.43	\$ 3,662.15	
2034	\$ 913.25	\$ 1,822.20	\$ -	\$ 154.02	\$ -	\$ 193.50	\$ 327.15	\$ 24.23	\$ -	\$ 227.90	\$ 3,662.25	
2035	\$ 963.19	\$ 1,769.69	\$ -	\$ 149.46	\$ -	\$ 211.93	\$ 314.09	\$ 23.27	\$ -	\$ 232.45	\$ 3,664.07	
2036	\$ 1,020.27	\$ 1,714.30	\$ -	\$ 144.64	\$ -	\$ 221.14	\$ 299.79	\$ 22.21	\$ -	\$ 237.10	\$ 3,659.45	
2037	\$ 1,080.91	\$ 1,655.64	\$ -	\$ 139.54	\$ -	\$ 239.57	\$ 284.86	\$ 21.10	\$ -	\$ 241.85	\$ 3,663.47	
2038	\$ 1,145.13	\$ 1,593.48	\$ -	\$ 134.13	\$ -	\$ 258.00	\$ 268.69	\$ 19.90	\$ -	\$ 246.68	\$ 3,666.02	
2039	\$ 1,212.91	\$ 1,527.64	\$ -	\$ 128.41	\$ -	\$ 276.43	\$ 251.27	\$ 18.61	\$ -	\$ 251.62	\$ 3,666.88	
2040	\$ 1,284.25	\$ 1,457.90	\$ -	\$ 122.34	\$ -	\$ 285.64	\$ 232.61	\$ 17.23	\$ -	\$ 256.65	\$ 3,656.63	
2041	\$ 1,362.74	\$ 1,384.05	\$ -	\$ 115.92	\$ -	\$ 313.29	\$ 213.33	\$ 15.80	\$ -	\$ 261.78	\$ 3,666.91	
2042	\$ 1,441.22	\$ 1,305.69	\$ -	\$ 109.11	\$ -	\$ 331.71	\$ 192.19	\$ 14.24	\$ -	\$ 267.02	\$ 3,661.18	
2043	\$ 1,526.84	\$ 1,222.82	\$ -	\$ 101.90	\$ -	\$ 350.14	\$ 169.80	\$ 12.58	\$ -	\$ 272.36	\$ 3,656.44	
2044	\$ 1,623.16	\$ 1,131.21	\$ -	\$ 94.27	\$ -	\$ 377.79	\$ 146.16	\$ 10.83	\$ -	\$ 277.80	\$ 3,661.22	
2045	\$ 1,723.04	\$ 1,033.83	\$ -	\$ 86.15	\$ -	\$ 405.43	\$ 120.66	\$ 8.94	\$ -	\$ 283.36	\$ 3,661.41	
2046	\$ 1,833.63	\$ 930.44	\$ -	\$ 77.54	\$ -	\$ 433.07	\$ 93.29	\$ 6.91	\$ -	\$ 289.03	\$ 3,663.91	
2047	\$ 1,947.79	\$ 820.42	\$ -	\$ 68.37	\$ -	\$ 460.71	\$ 64.06	\$ 4.75	\$ -	\$ 294.81	\$ 3,660.91	
2048	\$ 2,069.08	\$ 703.56	\$ -	\$ 58.63	\$ -	\$ 488.36	\$ 32.96	\$ 2.44	\$ (536.82)	\$ 300.70	\$ 3,118.91	
2049	\$ 2,197.50	\$ 579.41	\$ -	\$ 48.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 238.79	\$ 3,063.99	
2050	\$ 2,336.63	\$ 447.56	\$ -	\$ 37.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243.56	\$ 3,065.05	
2051	\$ 2,482.89	\$ 307.37	\$ -	\$ 25.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 248.44	\$ 3,064.31	
2052	\$ 2,639.86	\$ 158.39	\$ -	\$ 13.20	\$ (2,798.25)	\$ -	\$ -	\$ -	\$ -	\$ 253.40	\$ 266.60	
Total	\$ 37,635.80	\$ 43,515.85	\$ (1,467.91)	\$ 3,551.59	\$ (2,798.25)	\$ 6,413.13	\$ 7,272.76	\$ 540.79	\$ (536.82)	\$ 7,012.99	\$ 101,139.93	

**Footnotes:**

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT  
TYPE 6**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANNA, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**LOT TYPE 6 PRINCIPAL ASSESSMENT: \$48,053.39**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, 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 *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

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.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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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:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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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]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

## ANNUAL INSTALLMENTS – LOT TYPE 6

Annual Installments Due 1/31	Improvement Area #2 Bond					Major Improvement Area Bond					Total Annual	
	Principal	Interest <sup>[a]</sup>	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest <sup>[b]</sup>	Additional Interest	Reserve Fund		Collection Costs	Total Annual Installment <sup>[c]</sup>
2023	\$ -	\$ 1,601.35	\$ (1,601.35)	\$ -	\$ -	\$ 120.62	\$ 465.00	\$ 34.98	\$ -		\$ 44.28	\$ 664.89
2024	\$ 587.64	\$ 2,392.06	\$ -	\$ 205.29	\$ -	\$ 120.62	\$ 457.77	\$ 34.38	\$ -		\$ 203.95	\$ 4,001.71
2025	\$ 614.89	\$ 2,362.68	\$ -	\$ 202.35	\$ -	\$ 130.68	\$ 450.53	\$ 33.77	\$ -		\$ 208.03	\$ 4,002.92
2026	\$ 646.02	\$ 2,331.93	\$ -	\$ 199.27	\$ -	\$ 140.73	\$ 442.69	\$ 33.12	\$ -		\$ 212.19	\$ 4,005.95
2027	\$ 681.04	\$ 2,299.63	\$ -	\$ 196.04	\$ -	\$ 140.73	\$ 434.24	\$ 32.42	\$ -		\$ 216.43	\$ 4,000.54
2028	\$ 712.18	\$ 2,265.58	\$ -	\$ 192.64	\$ -	\$ 150.78	\$ 425.80	\$ 31.71	\$ -		\$ 220.76	\$ 3,999.45
2029	\$ 751.09	\$ 2,229.97	\$ -	\$ 189.08	\$ -	\$ 160.83	\$ 416.75	\$ 30.96	\$ -		\$ 225.18	\$ 4,003.87
2030	\$ 793.90	\$ 2,186.78	\$ -	\$ 185.32	\$ -	\$ 170.88	\$ 407.10	\$ 30.16	\$ -		\$ 229.68	\$ 4,003.83
2031	\$ 840.60	\$ 2,141.14	\$ -	\$ 181.35	\$ -	\$ 180.93	\$ 395.57	\$ 29.30	\$ -		\$ 234.27	\$ 4,003.17
2032	\$ 887.30	\$ 2,092.80	\$ -	\$ 177.15	\$ -	\$ 190.99	\$ 383.36	\$ 28.40	\$ -		\$ 238.96	\$ 3,998.95
2033	\$ 937.90	\$ 2,041.78	\$ -	\$ 172.71	\$ -	\$ 201.04	\$ 370.46	\$ 27.44	\$ -		\$ 243.74	\$ 3,995.07
2034	\$ 996.27	\$ 1,987.85	\$ -	\$ 168.02	\$ -	\$ 211.09	\$ 356.89	\$ 26.44	\$ -		\$ 248.61	\$ 3,995.18
2035	\$ 1,050.75	\$ 1,930.57	\$ -	\$ 163.04	\$ -	\$ 231.19	\$ 342.65	\$ 25.38	\$ -		\$ 253.59	\$ 3,997.17
2036	\$ 1,113.02	\$ 1,870.15	\$ -	\$ 157.79	\$ -	\$ 241.25	\$ 327.04	\$ 24.23	\$ -		\$ 258.66	\$ 3,992.13
2037	\$ 1,179.18	\$ 1,806.15	\$ -	\$ 152.22	\$ -	\$ 261.35	\$ 310.76	\$ 23.02	\$ -		\$ 263.83	\$ 3,996.51
2038	\$ 1,249.23	\$ 1,738.35	\$ -	\$ 146.33	\$ -	\$ 281.45	\$ 293.11	\$ 21.71	\$ -		\$ 269.11	\$ 3,999.29
2039	\$ 1,323.17	\$ 1,666.52	\$ -	\$ 140.08	\$ -	\$ 301.56	\$ 274.12	\$ 20.30	\$ -		\$ 274.49	\$ 4,000.24
2040	\$ 1,401.01	\$ 1,590.43	\$ -	\$ 133.47	\$ -	\$ 311.61	\$ 253.76	\$ 18.80	\$ -		\$ 279.98	\$ 3,989.05
2041	\$ 1,486.62	\$ 1,509.88	\$ -	\$ 126.46	\$ -	\$ 341.77	\$ 232.73	\$ 17.24	\$ -		\$ 285.58	\$ 4,000.27
2042	\$ 1,572.24	\$ 1,424.39	\$ -	\$ 119.03	\$ -	\$ 361.87	\$ 209.66	\$ 15.53	\$ -		\$ 291.29	\$ 3,994.01
2043	\$ 1,665.64	\$ 1,333.99	\$ -	\$ 111.17	\$ -	\$ 381.97	\$ 185.23	\$ 13.72	\$ -		\$ 297.12	\$ 3,988.84
2044	\$ 1,770.72	\$ 1,234.05	\$ -	\$ 102.84	\$ -	\$ 412.13	\$ 159.45	\$ 11.81	\$ -		\$ 303.06	\$ 3,994.05
2045	\$ 1,879.68	\$ 1,127.81	\$ -	\$ 93.98	\$ -	\$ 442.29	\$ 131.63	\$ 9.75	\$ -		\$ 309.12	\$ 3,994.26
2046	\$ 2,000.32	\$ 1,015.03	\$ -	\$ 84.59	\$ -	\$ 472.44	\$ 101.78	\$ 7.54	\$ -		\$ 315.30	\$ 3,997.00
2047	\$ 2,124.86	\$ 895.01	\$ -	\$ 74.58	\$ -	\$ 502.60	\$ 69.89	\$ 5.18	\$ -		\$ 321.61	\$ 3,993.72
2048	\$ 2,257.18	\$ 767.52	\$ -	\$ 63.96	\$ -	\$ 532.75	\$ 35.96	\$ 2.66	\$ (585.63)		\$ 328.04	\$ 3,402.45
2049	\$ 2,397.28	\$ 632.09	\$ -	\$ 52.67	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 260.50	\$ 3,342.53
2050	\$ 2,549.05	\$ 488.25	\$ -	\$ 40.69	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 265.71	\$ 3,343.70
2051	\$ 2,708.61	\$ 335.31	\$ -	\$ 27.94	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 271.02	\$ 3,342.88
2052	\$ 2,879.84	\$ 172.79	\$ -	\$ 14.40	\$ (3,052.63)	\$ -	\$ -	\$ -	\$ -		\$ 276.44	\$ 290.84
<b>Total</b>	<b>\$ 41,057.24</b>	<b>\$ 47,471.83</b>	<b>\$ (1,601.35)</b>	<b>\$ 3,874.46</b>	<b>\$ (3,052.63)</b>	<b>\$ 6,996.15</b>	<b>\$ 7,933.92</b>	<b>\$ 589.95</b>	<b>\$ (585.63)</b>		<b>\$ 7,650.54</b>	<b>\$ 110,334.47</b>

**Footnotes:**

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

**HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT  
TYPE 7**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANNA, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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STREET ADDRESS

**LOT TYPE 7 PRINCIPAL ASSESSMENT: \$52,057.84**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Anna, 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 *Hurricane Creek Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Anna.

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.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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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:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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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]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

## ANNUAL INSTALLMENTS – LOT TYPE 7

Annual Installments Due 1/31	Improvement Area #2 Bond					Major Improvement Area Bond					Total Annual	
	Principal	Interest <sup>[a]</sup>	Capitalized Interest	Additional Interest	Reserve Fund	Principal	Interest <sup>[b]</sup>	Additional Interest	Reserve Fund		Collection Costs	Total Annual Installment <sup>[c]</sup>
2023	\$ -	\$ 1,734.80	\$ (1,734.80)	\$ -	\$ -	\$ 130.68	\$ 503.75	\$ 37.90	\$ -		\$ 47.97	\$ 720.30
2024	\$ 636.61	\$ 2,591.40	\$ -	\$ 222.39	\$ -	\$ 130.68	\$ 495.91	\$ 37.24	\$ -		\$ 220.95	\$ 4,335.18
2025	\$ 666.13	\$ 2,559.57	\$ -	\$ 219.21	\$ -	\$ 141.56	\$ 488.07	\$ 36.59	\$ -		\$ 225.37	\$ 4,336.50
2026	\$ 699.85	\$ 2,526.26	\$ -	\$ 215.88	\$ -	\$ 152.45	\$ 479.58	\$ 35.88	\$ -		\$ 229.87	\$ 4,339.78
2027	\$ 737.80	\$ 2,491.27	\$ -	\$ 212.38	\$ -	\$ 152.45	\$ 470.43	\$ 35.12	\$ -		\$ 234.47	\$ 4,333.92
2028	\$ 771.53	\$ 2,454.38	\$ -	\$ 208.69	\$ -	\$ 163.34	\$ 461.28	\$ 34.36	\$ -		\$ 239.16	\$ 4,332.74
2029	\$ 813.69	\$ 2,415.80	\$ -	\$ 204.83	\$ -	\$ 174.23	\$ 451.48	\$ 33.54	\$ -		\$ 243.94	\$ 4,337.52
2030	\$ 860.06	\$ 2,369.02	\$ -	\$ 200.77	\$ -	\$ 185.12	\$ 441.03	\$ 32.67	\$ -		\$ 248.82	\$ 4,337.49
2031	\$ 910.65	\$ 2,319.56	\$ -	\$ 196.47	\$ -	\$ 196.01	\$ 428.53	\$ 31.74	\$ -		\$ 253.80	\$ 4,336.77
2032	\$ 961.25	\$ 2,267.20	\$ -	\$ 191.91	\$ -	\$ 206.90	\$ 415.30	\$ 30.76	\$ -		\$ 258.87	\$ 4,332.20
2033	\$ 1,016.05	\$ 2,211.93	\$ -	\$ 187.11	\$ -	\$ 217.79	\$ 401.34	\$ 29.73	\$ -		\$ 264.05	\$ 4,328.00
2034	\$ 1,079.29	\$ 2,153.51	\$ -	\$ 182.03	\$ -	\$ 228.68	\$ 386.64	\$ 28.64	\$ -		\$ 269.33	\$ 4,328.11
2035	\$ 1,138.32	\$ 2,091.45	\$ -	\$ 176.63	\$ -	\$ 250.46	\$ 371.20	\$ 27.50	\$ -		\$ 274.72	\$ 4,330.27
2036	\$ 1,205.77	\$ 2,025.99	\$ -	\$ 170.94	\$ -	\$ 261.35	\$ 354.29	\$ 26.24	\$ -		\$ 280.21	\$ 4,324.80
2037	\$ 1,277.44	\$ 1,956.66	\$ -	\$ 164.91	\$ -	\$ 283.13	\$ 336.65	\$ 24.94	\$ -		\$ 285.82	\$ 4,329.55
2038	\$ 1,353.33	\$ 1,883.21	\$ -	\$ 158.52	\$ -	\$ 304.91	\$ 317.54	\$ 23.52	\$ -		\$ 291.53	\$ 4,332.57
2039	\$ 1,433.44	\$ 1,805.39	\$ -	\$ 151.75	\$ -	\$ 326.69	\$ 296.96	\$ 22.00	\$ -		\$ 297.36	\$ 4,333.59
2040	\$ 1,517.76	\$ 1,722.97	\$ -	\$ 144.59	\$ -	\$ 337.58	\$ 274.91	\$ 20.36	\$ -		\$ 303.31	\$ 4,321.47
2041	\$ 1,610.51	\$ 1,635.70	\$ -	\$ 137.00	\$ -	\$ 370.25	\$ 252.12	\$ 18.68	\$ -		\$ 309.38	\$ 4,333.63
2042	\$ 1,703.26	\$ 1,543.09	\$ -	\$ 128.95	\$ -	\$ 392.03	\$ 227.13	\$ 16.82	\$ -		\$ 315.57	\$ 4,326.84
2043	\$ 1,804.44	\$ 1,445.16	\$ -	\$ 120.43	\$ -	\$ 413.80	\$ 200.67	\$ 14.86	\$ -		\$ 321.88	\$ 4,321.24
2044	\$ 1,918.27	\$ 1,336.89	\$ -	\$ 111.41	\$ -	\$ 446.47	\$ 172.74	\$ 12.80	\$ -		\$ 328.31	\$ 4,326.89
2045	\$ 2,036.32	\$ 1,221.79	\$ -	\$ 101.82	\$ -	\$ 479.14	\$ 142.60	\$ 10.56	\$ -		\$ 334.88	\$ 4,327.12
2046	\$ 2,167.02	\$ 1,099.61	\$ -	\$ 91.63	\$ -	\$ 511.81	\$ 110.26	\$ 8.17	\$ -		\$ 341.58	\$ 4,330.08
2047	\$ 2,301.93	\$ 969.59	\$ -	\$ 80.80	\$ -	\$ 544.48	\$ 75.71	\$ 5.61	\$ -		\$ 348.41	\$ 4,326.53
2048	\$ 2,445.27	\$ 831.48	\$ -	\$ 69.29	\$ -	\$ 577.15	\$ 38.96	\$ 2.89	\$ (634.43)		\$ 355.38	\$ 3,685.98
2049	\$ 2,597.05	\$ 684.76	\$ -	\$ 57.06	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 282.20	\$ 3,621.08
2050	\$ 2,761.47	\$ 528.94	\$ -	\$ 44.08	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 287.85	\$ 3,622.34
2051	\$ 2,934.33	\$ 363.25	\$ -	\$ 30.27	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 293.61	\$ 3,621.45
2052	\$ 3,119.83	\$ 187.19	\$ -	\$ 15.60	\$ (3,307.02)	\$ -	\$ -	\$ -	\$ -		\$ 299.48	\$ 315.08
<b>Total</b>	<b>\$ 44,478.68</b>	<b>\$ 51,427.82</b>	<b>\$ (1,734.80)</b>	<b>\$ 4,197.33</b>	<b>\$ (3,307.02)</b>	<b>\$ 7,579.16</b>	<b>\$ 8,595.08</b>	<b>\$ 639.11</b>	<b>\$ (634.43)</b>		<b>\$ 8,288.08</b>	<b>\$ 119,529.01</b>

**Footnotes:**

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.



**Collin County  
Honorable Stacey Kemp  
Collin County Clerk**

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**Instrument Number:** 2022000178813

eRecording - Real Property

ORDINANCE

Recorded On: December 20, 2022 12:54 PM

Number of Pages: 167

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**" Examined and Charged as Follows: "**

Total Recording: \$686.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2022000178813  
Receipt Number: 20221220000131  
Recorded Date/Time: December 20, 2022 12:54 PM  
User: Kristen M  
Station: Workstation cck028

**Record and Return To:**

CSC



**STATE OF TEXAS  
COUNTY OF COLLIN**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp  
Collin County Clerk  
Collin County, TX