



AGENDA
City Council
Tuesday, February 9, 2021
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032 6:30 PM

Page

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS
3. RULES OF DECORUM
4. CITIZEN COMMENTS
5. PUBLIC HEARINGS
 - 5.1. Conduct a public hearing to consider the adoption of an ordinance accepting and approving an amended and restated service and assessment plan and assessment roll for the Sonoma Public Improvement District, levying special assessments against certain property in Improvement Area #3 of the District, approving a PID Reimbursement Agreement and making certain findings and determinations relating to the District.
 - 5.2. Hold a public hearing to consider a request for annexation of 90.10 acres, more or less, generally located at the southwest corner of Pullen Road and Sinks Road within the extra territorial jurisdiction of the City. 5 - 10
[Staff Report - Annexation](#)
[Ordinance Annexing Hickerson Property](#)
 - 5.3. Hold a Public Hearing to consider amending the Future Land Use Map of the Comprehensive Plan to change the land use designation from rural residential to a new classification to be known as low density residential for a 164.591-acre tract of land located generally at the southwest corner of Pullen Road and Sinks Road. [Rockwall CAD Nos. 10846; 10851; 53878; 53879; 10852; 51678; 10848; 10850; 69591; and 46003]. Approximately 90.10 acres, more or less, are located within the McLendon-Chisholm ETJ with the remainder located within the city limits. 11 - 16
[Staff Report Comp Plan](#)
[Draft Ordinance - Comprehensive plan](#)
 - 5.4. Hold a Public Hearing to consider a request by Ryan Joyce for a zoning change on 164.591 acres of land [Rockwall CAD Nos. 10846; 10851; 53878; 53879; 10852; 51678; 10848; 10850; 69591; and 46003] Approximately 90.10 acres, more or less, are located within the McLendon-Chisholm ETJ 17 - 58

with the remainder located within the city limits, generally located at the southwest corner of the intersection of Pullen and Sinks Road, from Agriculture Zoning to Planned Development District Zoning that provides for a residential development with lot sizes not less than one-acre in size.

[Staff Report Zoning](#)

[Draft Ordinance - Zoning](#)

[Heritage - Responses](#)

[Notice Area Opposition](#)

[Notice Area Opposition Tabulation](#)

6. CONSENT AGENDA

Items under the Consent Agenda are considered non-controversial or routine and will be adopted by one motion without separate discussion of items. Any item may be removed from the Consent Agenda and considered individually by request from any Council Member making such request prior to a motion and vote on the Consent Agenda.

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| 6.1. | Action regarding the minutes of January 26, 2021.
01.26.21 CC Meeting | 59 - 64 |
| 6.2. | Action regarding the minutes of January 30, 2021 City Council Special Retreat/Work Session
01.30.21 CC Retreat | 65 - 66 |
| 6.3. | Consider adoption of an ordinance accepting and approving an amended and restated service and assessment plan and assessment roll for the Sonoma Public Improvement District, levying special assessments against certain property in Improvement Area #3 of the District, approving a PID Reimbursement Agreement and making certain findings and determinations relating to the District.
Proposed Assessment Ordinance
Exhibit A to Assessment Ordinance
Exhibit B to Assessment Ordinance | 67 - 290 |
| 6.4. | Consider adoption of an ordinance authorizing the issuance and sale of "City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project)" and approving various documents related to such bonds.

Proposed Bond Ordinance
Exhibit A to Bond Ordinance
Exhibit B to Bond Ordinance
Exhibit C to Bond Ordinance | 291 - 470 |
| 6.5. | Consider the adoption of an ordinance amending the boundary of the City of McLendon-Chisholm City Limits by annexing approximately 90.10 acres of land as requested by the property owner of record generally located at the southwest corner of the intersection of Pullen Road and Sinks Road also described as Rockwall CAD Parcel ID numbers 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591. | 471 - 476 |

[Staff Report - Annexation](#)
[Ordinance Annexing Hickerson Property](#)

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| 6.6. | Consider the adoption of an Ordinance approving an amendment to the Comprehensive Plan, Future Land Uses section and Future Land Use Map. | 477 - 482 |
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[Staff Report Comp Plan](#)
[Draft Ordinance - Comprehensive plan](#)

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| 6.7. | Consider adoption of an Ordinance approving a request for a planned development district for single family uses with a minimum lot size of one acre and approval of a concept plan for the development of the property generally located at the southwest corner of Pullen Road and Sinks Road. | 483 - 491 |
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[Staff Report Zoning](#)
[Draft Ordinance - Zoning](#)

7. ITEMS FOR CONSIDERATION

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| 7.1. | Code Compliance Officer Mark Woodruff will provide an update regarding the City's Code Compliance program. | 492 - 536 |
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[M-C Code Compliance Program](#)
[Code Compliance Documents](#)

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| 7.2. | Community Waste Disposal Municipal Coordinator Jason Roemer will deliver the CWD 2021 Review. | 537 - 557 |
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[CWD Annual Report](#)

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| 7.3. | Staff will provide an update regarding status of the commercial sewer project to include construction timeline, status of developers wanting to tie into the line, and developer costs. (Requested by Palomba and Mayor Pro Tem Kipphut) |
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8. UPDATES, DISCUSSION AND DIRECTION TO STAFF

9. EXECUTIVE SESSION

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| 9.1. | Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071 (1) and (2): Consultation with Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, regarding maintenance responsibilities for Dowell Road in the vicinity of the McLendon-Chisholm and Rockwall County boundary line. (Requested by Palomba) |
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| 9.2. | Reconvene Regular Meeting |
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| 9.3. | Executive Session Action |
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10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest including: expressions of thanks, congratulations, or condolence;

information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda.

11. ADJOURN

FOOTER

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session in order to seek confidential legal advice from the City Attorney on any agenda item herein.

I, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted on or before 5:00 p.m., February 5, 2021, on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: February 2, 2021

APPLICANT: Ryan Joyce

LOCATION: Generally located at the southwest corner of Pullen Road and Sinks Road

CITY COUNCIL HEARING DATE: February 9, 2021

PETITION:

The property owner of 90.10 acres, more or less, of land located in the Extra Territorial Jurisdiction of the City of McLendon-Chisholm through his designated representative has petitioned the City of McLendon-Chisholm, Texas for the annexation of the 90.10 acres, more or less) of land as shown in EXHIBIT A, the metes and bounds legal description of the property to be annexed.

PROPERTY OWNER: Reggie Hickerson

REPRESENTATIVE: Ryan Joyce

STAFF RECOMMENDATION: Approval of the annexation request.

BACKGROUND INFORMATION:

The subject property is a 90.10 acre (more or less) tract of land located southwest of the southwest corner of Pullen Road and Sinks Road and located within the extra territorial jurisdiction of the City. [This proposed annexation includes portions of Rockwall CAD Nos. 10846; 10851; 53878; 53879; 10852; 51678; 10848; 10850; 69591; and 46003]. This property is part of a larger acquisition of 164.59 acres of land, the majority of which is already located within the City limits of McLendon-Chisholm belonging to Mr. Hickerson and the Sinks family. Should the City Council approve the annexation of this property, the property owner's representative [and prospective purchaser of the 164.59 acres of land], is requesting that the City Council amend the City's Comprehensive Plan to allow for a minimum lot size of one-acre of land for each single family dwelling and adoption of a planned development district and concept plan for the 164.59 acres of land.

Subsequent to the annexation of the 90.10 acres, more or less, of land that are subject of this agenda item, the future owner [Mr. Joyce] of the property will request annexation of Sinks Road in order to provide a second required emergency access road to the new subdivision. Additionally, Rockwall County requires annexation of that portion of county roadways that are adjacent to properties that are annexed

by the City. Mr. Joyce has committed to assist with the required surveys for the roadway rights of way that will be annexed along with the Sinks Road annexation subsequent to the approval of the current annexation.

Thoroughfares/streets:

Pullen Road is County collector street providing access to SH 205 and FM 550. Sinks Road is a gravel driveway providing access to the subject property.

Legal Requirements:

Chapter 43 of the Texas Local Government Code prescribes the requirements for Type A General Law city to annex property upon petition by property owner. Specifically: Section 43.014, Authority to annex limited to extra territorial jurisdiction; Section 43.0671, Authority to annex on request of owners; 43.0672, Written agreement regarding services; and Section 43.0673, Public hearing.

Section 43.014, Authority to annex limited to extra territorial jurisdiction: The subject property is located in the City of McLendon-Chisholm's one-half mile ETJ.

Section 43.0671, Authority to annex on request of owners: See the attached authorization from Mr. Hickerson for his representative, Mr. Joyce, to request annexation of the Hickerson property located in the City's Extra Territorial Jurisdiction [see Exhibit A for legal description].

Section 43.0672, Written agreement regarding services: [See SERVICES AGREEMENT EXHIBIT]

Section 43.0673, Public hearing: required notices and publications have been provided as required by this section.

City of McLendon-Chisholm, Texas

Ordinance No. 2021-01

AN ORDINANCE OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AMENDING THE CITY LIMITS BOUNDARY OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, BY ANNEXING APPROXIMATELY 90.10 ACRES OF LAND AS REQUESTED BY THE PROPERTY OWNER OF RECORD GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF PULLEN ROAD AND SINKS ROAD, MORE PARTICULARLY DESCRIBED HEREIN, IN ROCKWALL COUNTY AND LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, PROVIDING FOR THE PRODUCTION OF AN CITY LIMITS MAP, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of McLendon-Chisholm, in compliance with state laws and with reference to the annexation of 90.10 acres of land more or less, have given the requisite notice by publication and otherwise, and after holding the required hearing and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of McLendon-Chisholm is of the opinion that should be annexed and the City Limits to be adjusted as provided herein. Now therefore:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM, TEXAS:

SECTION 1. That the City Limits of the City of McLendon-Chisholm be adjusted with the annexation of 90.10 acres of land as described in EXHIBIT A, attached to and made a part of this ordinance. And that the official map of the City Limits of the City of McLendon-Chisholm be amended to include the 90.10 acres of land, more or less, as shown in EXHIBIT A.

SECTION 2. That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this ordinance as applicable to the Property are hereby repealed and all other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part

Ordinance No. 2021- 01
Annexation 90.10 Acres Pullen/Sinks Road

so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Plan or the Future Land Use Map as a whole.

SECTION 4. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

Passed and approved this 9th day of February 2021.

APPROVED:

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

EXHIBIT A

**METES AND BOUNDS DESCRIPTION OF PROPERTY TO BE ANNEXED
CITY OF McLENDON-CHISHOLM, COUNTY OF ROCKWALL
STATE OF TEXAS**

BEING APPROXIMATELY 90.10 ACRES OF LAND MORE OR LESS LOCATED IN THE WILLIAM FORD SURVEY, ABSTRACT NUMBER 80, ROCKWALL COUNTY, TEXAS, BEING ALL OF THE REGGIE HICKERSON CALLED 25.279 ACRE TRACT DESCRIBED AS TRACT 3 IN VOLUME 2388, PAGE 198, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.) AND ALL OF THE REGGIE HICKERSON CALLED 36.384 ACRE TRACT DESCRIBED AS TRACT 4 IN SAID VOLUME 2388, PAGE 198, AND ALL OF THE REGGIE HICKERSON TRACT CALLED 15.613 ACRES DESCRIBED IN VOLUME 2006, PAGE 108 (D.R.R.C.T) AND ALL OF THE REGGIE HICKERSON TRACT CALLED 13.278 ACRES DESCRIBED IN VOLUME 2006, PAGE 104 (D.R.R.C.T.) AND BEING GENERALLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PRECISE LAND SURV" FOUND IN THE SOUTHWEST LINE OF SINKS ROAD (PRIVATE DRIVE) AT THE EAST CORNER OF THE LINDSAY BURLESON, ET AL. TRACT DESCRIBED IN INSTRUMENT NUMBER 20170000008139, (D.R.R.C.T.), SAME BEING THE NORTH CORNER OF THE ABOVE-MENTIONED CALLED 25.279 ACRE TRACT;

THENCE SOUTH 45 DEGREES 28 MINUTES 46 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SINKS ROAD, APPROXIMATELY 799.54 FEET;

THENCE SOUTH 45 DEGREES 28 MINUTES 46 SECONDS EAST, CONTINUING ALONG THE SOUTHWEST LINE OF SINKS ROAD, A DISTANCE OF 626.47 FEET TO THE NORTH CORNER OF THE CHARLES SINKS, II CALLED 0.646 ACRE TRACT AS DESCRIBED IN VOLUME 2458, PAGE 261, (D.R.R.C.T.), SAME BEING THE EAST CORNER OF SAID 25.279 ACRE TRACT;

THENCE SOUTH 45 DEGREES 29 MINUTES 44 SECONDS WEST, ALONG THE NORTHWEST LINE OF THE ABOVE-MENTIONED 0.646 ACRE TRACT, A DISTANCE OF 770.92 FEET TO THE SOUTH CORNER OF SAID 25.279 ACRE TRACT, SAME BEING THE EAST CORNER OF THE ABOVE-MENTIONED 36.384 ACRE TRACT;

THENCE SOUTH 45 DEGREES 25 MINUTES 58 SECONDS WEST, CONTINUING ALONG THE NORTHWEST LINE OF SAID 0.646 ACRE TRACT, A DISTANCE OF 1132.31 FEET TO THE SOUTH CORNER OF SAID 36.384 ACRE TRACT, SAME BEING THE WEST CORNER OF SAID 0.646 ACRE TRACT;

THENCE NORTH 46 DEGREES 04 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, APPROXIMATELY 732.10 FEET;

Ordinance No. 2021- 01
Annexation 90.10 Acres Pullen/Sinks Road

THENCE NORTH 45 DEGREES 52 MINUTES 14 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, APPROXIMATELY 652.39 FEET;

THENCE NORTH 46 DEGREES 26 MINUTES 34 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 13.276 ACRE TRACT, APPROXIMATELY 1111.00 FEET;

THENCE NORTH 44 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 13.276 ACRE TRACT AND 15.613 ACRE TRACT, APPROXIMATELY 1144.53 FEET;

THENCE SOUTH 45 DEGREES 53 MINUTES 36 SECONDS EAST, ALONG THE NORTH LINE OF SAID 15.613 ACRE TRACT, APPROXIMATELY 1109.96 FEET;

THENCE NORTH 44 DEGREES 27 MINUTES 44 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID 25.279 ACRE TRACT, APPROXIMATELY 781.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 90.10 ACRES OF LAND MORE OR LESS.

BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011.



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: February 3, 2021

APPLICANT: Ryan Joyce

LOCATION: Generally located at the southwest corner of Pullen Road and Sinks Road

CITY COUNCIL HEARING DATE: February 9, 2021

REQUEST:

The applicant is requesting approval of an amendment to the Comprehensive Plan, Future Land Uses section and Future Land Use Map. The proposed amendment will change the existing wording for Goal A and Policy 3 of the Future Land Uses section from requiring: "one and one-half acres of land" to "one acre of land". Then the Future Land Use Map will be amended changing the proposed future land use of "Rural Residential" to "Low Density Residential" on that portion of the 164.591 acres of land that is currently within the City Limits of McLendon-Chisholm and on that portion of the 164.591 acres of land that is currently within the McLendon-Chisholm Extra Territorial Jurisdiction.

PROPERTY OWNERS: Charles Sinks and Reggie Hickerson

REPRESENTATIVE: Ryan Joyce

PLANNING AND ZONING COMMISSION RECOMMENDATION: TO BE AVAILABLE FOLLOWING THE PLANNING AND ZONING COMMISSION MEETING OF FEBRUARY 8, 2021.

STAFF RECOMMENDATION: Approval

BACKGROUND INFORMATION:

The subject property is a 164.591 Acre tract of land located generally at southwest corner of Pullen Road and Sinks Road. [Rockwall CAD Nos. 10846; 10851; 53878; 53879; 10852; 51678; 10848; 10850; 69591; and 46003]. Approximately 90.10 acres are located within the McLendon-Chisholm ETJ with the remainder located within the City Limits.

The applicant is requesting that the Comprehensive Plan and Future Land Use Map be amended to establish that the minimum lot size of property designated "Low Density Residential" be reduced from one and one-half acres to a minimum lot size of one acre of land.

The Texas Local Government Code requires that zoning conform to the Comprehensive Plan.

Policy 12 of Section 5 of the McLendon-Chisholm Comprehensive Plan provides for the following amendment: "When a request for a change in land use is inconsistent with the Future Land Use Map [FLUM], a request to the city council must first be made to amend the FLUM. Then, if the FLUM is amended, the application may be made to change the land use. Further, if a request to change zoning is inconsistent with the Comprehensive Plan, the applicant should request a change in the Comprehensive Plan and if the Comprehensive Plan is amended by the City Council, then the applicant should request a change in zoning that is consistent with the revised Comprehensive Plan."

Following the consideration of the change in the Comprehensive Plan that reduces the minimum lot size for "Low Density Residential" from one and one-half acres to one acre, the applicant has a separate agenda item requesting a planned development district for 134 single family detached residential lots each having a minimum lot size of one acre.

There is a question regarding applying future land use standards to property that is not located within the City Limits of the City. The City Council is going to consider the annexation of the subject property that is currently in the ETJ [approximately 90.10 acres] on February 9, 2021. If the annexation is not approved, then the amendment to the Comprehensive Plan will not be considered by the City Council.

Chapter 14, Section 1-8 of the McLendon-Chisholm Zoning Ordinance, "Zoning of annexed territory" states "A. Permanent zoning concurrent with zoning. An area or areas being annexed to the City of McLendon-Chisholm shall ordinarily be given permanent zoning concurrently with the annexation."

Recommending an amendment to the Comprehensive Plan in advance of the consideration by the City Council of the annexation, provides the City Council upon recommendation of the Planning and Zoning Commission the opportunity to consider the permanent zoning concurrently with the annexation.

Thoroughfares/streets:

Pullen Road is a local street providing access to SH 205 and FM 550. Sinks Road is a gravel road providing access to a portion of the subject property.

Ordinance No. 2021-02
Adopted 02.09.2021

CITY OF MCLENDON-CHISHOLM, TEXAS

Ordinance No. 2021-02

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING THE COMPREHENSIVE PLAN AND THE FUTURE LAND USE MAP OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, BY GRANTING AN AMENDMENT TO CHAPTER FIVE-FUTURE LAND USES AND THE FUTURE LAND USE MAP OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, COMPREHENSIVE PLAN BY CHANGING THE LANGUAGE OF GOAL A. AND POLICY 3. TO ALLOW FOR A MAXIMUM RESIDENTIAL DENSITY OF ONE ACRE OF LAND FOR EACH SINGLE FAMILY DWELLING UNIT AND TO EXPAND AND AMEND THE FUTURE LAND USE DESIGNATION ON A 164.591 ACRE TRACT OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF PULLEN ROAD AND SINKS ROAD, MORE PARTICULARLY DESCRIBED HEREIN, IN THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, PROVIDING FOR THE PRODUCTION OF AN AMENDED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of McLendon-Chisholm and the governing body of the City of McLendon-Chisholm, in compliance with state laws and with reference to amending the Comprehensive Plan, have given the requisite notice by publication and otherwise, an after holding due hearing and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of McLendon-Chisholm is of the opinion that said Comprehensive Plan and Future Land Use Map should be amended as provided herein. Now therefore:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. That the Comprehensive Plan and the Future Land Use Map of the City of McLendon-Chisholm, Texas, heretofore duly passed by the governing body of the City of McLendon-Chisholm, as heretofore amended, be hereby amended by changing the Comprehensive Plan Chapter 5-Future Land Use, Goal A. and Policy 3. Reducing the minimum lot size from one and one-half acres to one acre and to amend the Future Land Use Map designation on the 164.591-acre tract of land more particularly described in Exhibit "A",

attached hereto and incorporated herein, and herein referred to as the "Property" from "Rural Residential" to "Low Density Residential" as described in the Comprehensive Plan as amended.

SECTION 2. That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this ordinance as applicable to the Property are hereby repealed and all other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Plan or the Future Land Use Map as a whole.

SECTION 4. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

Passed and approved this 9th day of February 2021.

Approved:

Keith Short, Mayor

Attest:

Rochelle Green, City Secretary

EXHIBIT A

METES AND BOUNDS DESCRIPTION CITY OF McCLENDON-CHISOLM, COUNTY OF ROCKWALL

BEING 164.59 ACRES OF LAND LOCATED IN THE WILLIAM FORD SURVEY, ABSTRACT NUMBER 80, ROCKWALL COUNTY, TEXAS, BEING ALL OF THE REGGIE HICKERSON CALLED 13.276 ACRE TRACT AS DESCRIBED IN VOLUME 2006, PAGE 104, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 15.613 ACRE TRACT AS DESCRIBED IN VOLUME 2006, PAGE 108, (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 25.279 ACRE TRACT DESCRIBED AS TRACT 3 IN VOLUME 2388, PAGE 198, (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 36.384 ACRE TRACT DESCRIBED AS TRACT 4 IN VOLUME 2388, PAGE 198, (D.R.R.C.T.), ALL OF THE CHARLES SINKS, II CALLED 0.646 ACRE TRACT AS DESCRIBED IN VOLUME 2458, PAGE 261, (D.R.R.C.T.), ALL OF THE CHARLES SINKS II AND SANDRA SINKS CALLED 1.706 ACRE TRACT DESCRIBED AS TRACT TWO IN VOLUME 3414, PAGE 264, (D.R.R.C.T.), ALL OF THE REMAINDER OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.375 ACRE TRACT DESCRIBED AS TRACT 3 IN VOLUME 844, PAGE 98, (D.R.R.C.T.), ALL OF THE REMAINDER OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.481 ACRE TRACT DESCRIBED AS TRACT 2 IN VOLUME 844, PAGE 280, (D.R.R.C.T.), ALL OF THE REMAINDER OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.581 ACRE TRACT DESCRIBED AS TRACT 1 IN VOLUME 844, PAGE 280, (D.R.R.C.T.) ALL OF THE CHARLES SINKS, II CALLED 5.00 ACRE TRACT AS DESCRIBED IN VOLUME 953, PAGE 272, (D.R.R.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PRECISE LAND SURV" FOUND IN THE SOUTHWEST LINE OF SINKS ROAD (PRIVATE DRIVE) AT THE NORTH CORNER OF THE ABOVE-MENTIONED 25.279 ACRE TRACT;

THENCE SOUTH 45 DEGREES 28 MINUTES 46 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SINKS ROAD, A DISTANCE OF 1426.01 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE NORTH CORNER OF THE ABOVE-MENTIONED 0.646 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 25.279 ACRE TRACT;

THENCE SOUTH 45 DEGREES 28 MINUTES 46 SECONDS EAST, A DISTANCE OF 15.45 FEET TO A 3/8" IRON ROD FOUND IN THE NORTHWEST LINE OF THE ABOVE-MENTIONED 1.706 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 0.646 ACRE TRACT;

THENCE NORTH 46 DEGREES 59 MINUTES 13 SECONDS EAST, A DISTANCE OF 50.70 FEET TO A 1/2" IRON ROD FOUND AT THE NORTH CORNER OF SAID 1.706 ACRE TRACT;

THENCE SOUTH 45 DEGREES 42 MINUTES 10 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.706 ACRE TRACT AND THE ABOVE-MENTIONED 24.375 ACRE TRACT, A DISTANCE OF 1616.73 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE EAST CORNER OF THE JUST MENTIONED 24.375 ACRE TRACT;

THENCE ALONG THE SOUTHEAST LINE OF SAID 24.375 ACRE TRACT, THE ABOVE-MENTIONED 24.481 ACRE TRACT AND THE ABOVE-MENTIONED 24.581 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) SOUTH 51 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 18.40 FEET TO A FENCE POST FOUND;
- 2) SOUTH 44 DEGREES 27 MINUTES 02 SECONDS WEST, A DISTANCE OF 615.41 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET;
- 3) SOUTH 44 DEGREES 31 MINUTES 45 SECONDS WEST, A DISTANCE OF 21.61 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE COMMON SOUTH CORNER OF SAID 24.375 ACRE TRACT AND SAID 24.481 ACRE TRACT;
- 4) SOUTH 44 DEGREES 31 MINUTES 41 SECONDS WEST, A DISTANCE OF 653.43 FEET TO A T-POST FOUND AT THE SOUTH COMMON CORNER OF SAID 24.481 ACRE TRACT AND SAID 24.581 ACRE TRACT;
- 5) SOUTH 44 DEGREES 16 MINUTES 20 SECONDS WEST, A DISTANCE OF 643.50 FEET TO AN AXLE FOUND UNDER H-BRACE AT THE SOUTH CORNER OF SAID 24.581 ACRE TRACT;

THENCE NORTH 45 DEGREES 44 MINUTES 42 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 24.581 ACRE TRACT, AT A DISTANCE OF 1185.96 FEET PASS 0.32 FEET LEFT OF A 1/2" IRON ROD WITH CAP STAMPED "RPLS 5693" FOUND AT THE SOUTH CORNER OF THE ABOVE-MENTIONED 5.00 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 1652.75 FEET TO A 1/2" IRON ROD FOUND AT THE WEST CORNER OF SAID 5.00 ACRE TRACT, SAME BEING THE SOUTH CORNER OF SAID 0.646 ACRE TRACT;

THENCE NORTH 45 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE WEST CORNER OF SAID 0.646 ACRE TRACT, SAME BEING THE SOUTH CORNER OF THE ABOVE-MENTIONED 36.384 ACRE TRACT;

THENCE NORTH 46 DEGREES 04 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, A DISTANCE OF 732.10 FEET TO A 3/8" IRON ROD FOUND;

THENCE NORTH 45 DEGREES 52 MINUTES 14 SECONDS WEST, CONTINUING ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, A DISTANCE OF 652.39 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PRECISE LAND SURV" FOUND AT THE WEST CORNER OF SAID 36.384 ACRE TRACT, SAME BEING THE SOUTH CORNER OF THE ABOVE-MENTIONED 13.276 ACRE TRACT;

THENCE NORTH 46 DEGREES 26 MINUTES 34 SECONDS WEST, A DISTANCE OF 1110.00 FEET TO A MAG NAIL WITH WASHER STAMPED "ONEAL 6570" SET AT THE WEST CORNER OF SAID 13.276 ACRE TRACT;

THENCE NORTH 44 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 13.276 ACRE TRACT AND THE ABOVE-MENTIONED 15.613 ACRE TRACT, A DISTANCE OF 1144.53 FEET TO A MAG NAIL SET WITH WASHER STAMPED "ONEAL 6570" SET AT THE NORTH CORNER OF SAID 15.613 ACRE TRACT;

THENCE SOUTH 45 DEGREES 53 MINUTES 36 SECONDS EAST, A DISTANCE OF 1109.96 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PRECISE LAND SURV" FOUND AT THE EAST CORNER OF SAID 15.613 ACRE TRACT;

THENCE NORTH 44 DEGREES 27 MINUTES 44 SECONDS EAST, A DISTANCE OF 781.17 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 164.59 ACRES OF LAND, MORE OR LESS.



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: February 5, 2021

APPLICANT: Ryan Joyce

LOCATION: Generally located at the southwest corner of Pullen Road and Sinks Road

CITY COUNCIL HEARING DATE: February 9, 2021

REQUEST:

The applicant is requesting 1. approval of a planned development district for single family uses with a minimum lot size of one acre and, 2. approval of a concept plan for the development of the property on 164.591 acres of land generally located at the southwest corner of the intersection of Pullen Road and Sinks Road.

PROPERTY OWNERS: Charles Sinks and Reggie Hickerson

REPRESENTATIVE: Ryan Joyce

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission recommendation will be available following their meeting of February 8, 2021.

STAFF RECOMMENDATION: Approval of the requested planned development district and concept plan.

BACKGROUND INFORMATION:

The subject property is a 164.591 Acre tract of land located generally at southwest corner of Pullen Road and Sinks Road. [Rockwall CAD Nos. 10846; 10851; 53878; 53879; 10852; 51678; 10848; 10850; 69591; and 46003]. Approximately 90.10 acres are located within the McLendon-Chisholm ETJ with the remainder located within the City Limits.

The Texas Local Government Code requires that zoning conform to the Comprehensive Plan.

Thoroughfares/streets:

Pullen Road is a collector street providing access to SH 205 and FM 550. Sinks Road is a gravel drive providing access to a portion of the subject property.

CITY OF MCLENDON-CHISHOLM, TEXAS

Ordinance No. 2021-03

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING DISTRICT FROM AG AGRICULTURE TO A PD PLANNED DEVELOPMENT ZONING DISTRICT PROVIDING FOR 134 SINGLE-FAMILY LOTS AND THREE COMMON AREA LOTS ON A 164.591 ACRE TRACT OF LAND LOCATED GENERALLY AT THE SOUTHWEST CORNER OF THE INTERSECTION OF PULLEN ROAD AND SINKS ROAD, MORE PARTICULARLY DESCRIBED HEREIN, IN THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of McLendon-Chisholm and the governing body of the City of McLendon-Chisholm, in compliance with state laws and with reference to amending the Comprehensive Zoning Ordinance and Zoning Map, have given the requisite notice by publication and otherwise, an after holding due hearing and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of McLendon-Chisholm is of the opinion that said Comprehensive Zoning Ordinance and Map should be amended as provided herein. Now therefore:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of McLendon-Chisholm, Texas, heretofore duly passed by the governing body of the City of McLendon-Chisholm, as heretofore amended, be hereby amended by changing the Zoning District designation on the 164.591-acre tract of land more particularly described in Exhibit "A", attached hereto and incorporated herein, and herein referred to as the "Property" from AG Agriculture to a PD Planned Development District as described in Exhibit "B" Planned Development District Development Standards and amending the Official Zoning Map to reflect the approved change in zoning district.

SECTION 2. That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this ordinance as applicable to the Property are hereby repealed and all

Ordinance No. 2021-03
Adopted 02.09.21

other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance or Map as a whole.

SECTION 4. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

Passed and approved this 9th day of February 2021.

Approved:

Keith Short, Mayor

Attest:

Rochelle Green, City Secretary

EXHIBIT A

**LEGAL DESCRIPTION FOR HERITAGE SUBDIVISION
PLANNED DEVELOPMENT DISTRICT**

BEING 164.55 ACRES OF LAND LOCATED IN THE WILLIAM FORD SURVEY, ABSTRACT NUMBER 80, ROCKWALL COUNTY, TEXAS, BEING ALL OF THE REGGIE HICKERSON CALLED 13.276 ACRE TRACT AS DESCRIBED IN VOLUME 2006, PAGE 104, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 15.613 ACRE TRACT AS DESCRIBED IN VOLUME 2006, PAGE 111, (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 25.279 ACRE TRACT AS DESCRIBED IN VOLUME 2388, PAGE 198, (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 36.384 ACRE TRACT AS DESCRIBED IN VOLUME 2388, PAGE 202, (D.R.R.C.T.), ALL OF THE CHARLES SINKS II CALLED 5.00 ACRE TRACT AS DESCRIBED IN VOLUME 953, PAGE 272, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), ALL OF THE REMAINDER OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.581 ACRE TRACT AS DESCRIBED IN VOLUME 6422, PAGE 142, (D.R.R.C.T.), ALL OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.481 ACRE TRACT AS DESCRIBED IN VOLUME 155, PAGE 780, (D.R.R.C.T.), AND ALL OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.375 ACRE TRACT AS DESCRIBED IN VOLUME 1485, PAGE 98, (D.R.R.C.T.), A PORTION OF THE ROLAND AND BAKER TRUSTEE PROPERTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A MAG NAIL WITH WASHER STAMPED "ONEAL 6570" SET IN THE APPROXIMATE CENTERLINE OF PULLEN ROAD AT THE WEST CORNER OF THE ABOVE-MENTIONED 13.276 ACRE TRACT;

THENCE NORTH 44 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF PULLEN ROAD AND THE NORTHWEST LINE OF SAID 13.276 ACRE TRACT AND THE ABOVE-MENTIONED 15.613 ACRE TRACT, A DISTANCE OF 1144.53 FEET TO A MAG NAIL WITH WASHER STAMPED "ONEAL 6570" SET AT THE NORTH CORNER OF SAID 15.613 ACRE TRACT;

THENCE SOUTH 45 DEGREES 53 MINUTES 36 SECONDS EAST, A DISTANCE OF 1109.96 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "PRECISE SURV" FOUND AT THE EAST CORNER OF SAID 15.613 ACRE TRACT, SAME BEING THE NORTH CORNER OF THE ABOVE-MENTIONED 36.384 ACRE TRACT AND THE WEST CORNER OF THE ABOVE-MENTIONED 25.279 ACRE TRACT;

THENCE NORTH 44 DEGREES 27 MINUTES 44 SECONDS EAST, A DISTANCE OF 781.17 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "PRECISE SURV" FOUND IN THE SOUTHWEST LINE OF SINKS ROAD AT THE NORTH CORNER OF SAID 25.279 ACRE TRACT;

THENCE SOUTH 45 DEGREES 28 MINUTES 46 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SINKS ROAD, AT A DISTANCE OF 1426.01 FEET PASS THE EAST CORNER OF SAID 25.279 ACRE TRACT, AT A DISTANCE OF 1441.46 FEET PASS A 3/8" IRON ROD FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 1442.75 FEET TO THE NORTHWEST LINE OF THE ABOVE-MENTIONED 24.375 ACRE TRACT;

THENCE NORTH 45 DEGREES 32 MINUTES 11 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 24.375 ACRE TRACT, A DISTANCE OF 50.66 FEET TO A 1/2" IRON ROD FOUND AT THE NORTH CORNER OF SAID 24.375 ACRE TRACT, SAME BEING THE WEST CORNER OF THE ISAAC LEVY AND SANDY K. LEVY

Ordinance No. 2021-03
Adopted 02.09.21

CALLED 24.388 ACRE TRACT AS DESCRIBED IN VOLUME 3439, PAGE 85, (D.R.R.C.T.) AND THE SOUTH CORNER OF LOT 12, SOUTH RIDGE ADDITION, AN ADDITION RECORDED IN CABINET E, SLIDE 345, PLAT RECORDS, ROCKWALL COUNTY, TEXAS (P.R.R.C.T.);

THENCE SOUTH 45 DEGREES 41 MINUTES 46 SECONDS EAST, A DISTANCE OF 1617.10 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE EAST CORNER OF SAID 24.375 ACRE TRACT, SAME BEING THE SOUTH CORNER OF THE ABOVE-MENTIONED 24.388 ACRE TRACT, AND FROM WHICH A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID 24.388 ACRE TRACT BEARS NORTH 50 DEGREES 45 MINUTES 26 SECONDS EAST, A DISTANCE OF 87.16 FEET;

THENCE ALONG THE SOUTHEAST LINE OF SAID 24.375 ACRE TRACT, THE ABOVE-MENTIONED 24.481 ACRE TRACT AND THE ABOVE-MENTIONED 24.581 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) SOUTH 52 DEGREES 14 MINUTES 47 SECONDS WEST, A DISTANCE OF 18.26 FEET TO A FENCE POST FOUND;
- 2) SOUTH 44 DEGREES 27 MINUTES 02 SECONDS WEST, A DISTANCE OF 615.41 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET;
- 3) SOUTH 44 DEGREES 31 MINUTES 45 SECONDS WEST, A DISTANCE OF 21.61 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE COMMON SOUTH CORNER OF SAID 24.375 ACRE TRACT AND SAID 24.481 ACRE TRACT;
- 4) SOUTH 44 DEGREES 31 MINUTES 41 SECONDS WEST, A DISTANCE OF 653.43 FEET TO A T-POST FOUND AT THE SOUTH COMMON CORNER OF SAID 24.481 ACRE TRACT AND SAID 24.581 ACRE TRACT;
- 5) SOUTH 44 DEGREES 20 MINUTES 30 SECONDS WEST, A DISTANCE OF 642.06 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE SOUTH CORNER OF SAID 24.581 ACRE TRACT;

THENCE NORTH 45 DEGREES 47 MINUTES 43 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 24.581 ACRE TRACT, AT A DISTANCE OF 1185.20 FEET PASS A 1/2" IRON ROD WITH CAP STAMPED "RPLS 5693" FOUND AT THE SOUTH CORNER OF THE ABOVE-MENTIONED 5.00 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 1651.97 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 5693" FOUND AT THE WEST CORNER OF SAID 5.00 ACRE TRACT, SAME BEING THE WEST CORNER OF SAID 24.581 ACRE TRACT;

THENCE NORTH 45 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE SOUTH CORNER OF SAID 36.384 ACRE TRACT;

THENCE NORTH 46 DEGREES 04 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, A DISTANCE OF 732.10 FEET TO A 3/8" IRON ROD FOUND;

THENCE NORTH 45 DEGREES 52 MINUTES 14 SECONDS WEST, CONTINUING ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, A DISTANCE OF 652.39 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "PRECISE SURV" FOUND AT THE WEST CORNER OF SAID 36.384 ACRE TRACT, SAME BEING THE SOUTH CORNER OF THE ABOVE-MENTIONED 13.276 ACRE TRACT;

Ordinance No. 2021-03
Adopted 02.09.21

THENCE NORTH 46 DEGREES 26 MINUTES 34 SECONDS WEST, A DISTANCE OF 1110.00 FEET TO THE
POINT OF BEGINNING AND CONTAINING 164.55 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
HERITAGE SUBDIVISION
PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS
For Approximately 164.50 Acres
City of McLendon-Chisholm, Rockwall County, Texas

1. Purpose and Intent

This Planned Development District provide for the development standards for a planned subdivision containing 134 single-family residential lots with a minimum lot size of one acre of land and three community owned common area lots. This development is approximately 164.50 acres of land generally located near the intersection of Pullen Road and Sinks Road.

2. Special Provisions

This Exhibit includes the PD Development Standards and the Concept Plan both of which are included and made a part of the ordinance adopting the Planned Development District.

- a. Minor amendments to the PD, including minor amendments to an approved Concept Plan or Development Plan, shall satisfy the following standards:

- i. Does not increase density;
- ii. Does not change the maximum structure height, reduce setbacks or parking requirements, or reduce the size of any residential lot.

Requests to amend the PD or the Concept or Development Plans that fail to satisfy the standards of i. ii. Above shall be considered as a change in zoning and shall be required to satisfy the requirements of an original request for a change in zoning.

- b. Minor amendments amendment to the PDD including approved Concept or Development plans may be approved by the Mayor and the City Administrator. No action is required by the Planning and Zoning Commission or the City Council.
- c. Requests for minor amendments shall be made in writing and shall justify the reason or reasons for the requested amendment.

3. Development Plan

Prior to development of any portion of this planned development district, the City Council shall consider a development plan upon recommendation from the Planning and Zoning Commission. Any development plan shall conform to the Concept Plan that has been approved and made a part of this ordinance.

Ordinance No. 2021-03
Adopted 02.09.21

This development may be constructed in phases. However, if constructed in phases, each phase shall have a development plan reviewed and recommended by the Planning and Zoning Commission and reviewed and approved by the City Council prior to any construction in that phase.

4. Development Standards

Lot layout shall conform to the Concept Plan that has been adopted and is part of this ordinance.

- a. This is a single-family zoning district.
- b. Permitted uses. In this zoning district, no building or land shall be used, and no building shall be constructed, reconstructed, altered or enlarged, unless otherwise permitted in accordance with section 3-1. Use of land and buildings of the City of McLendon-Chisholm Zoning Ordinance as shown for the SF 1.5 Residential District.
- c. Area requirements. Minimum residential lot size one acre.
- d. Setbacks.

Front yard	50 feet
Side yard	10 feet
Rear yard	20 feet

Front yard setbacks shall be consistent for the entire block face. Side yard setbacks shall be consistent for the entire block face.

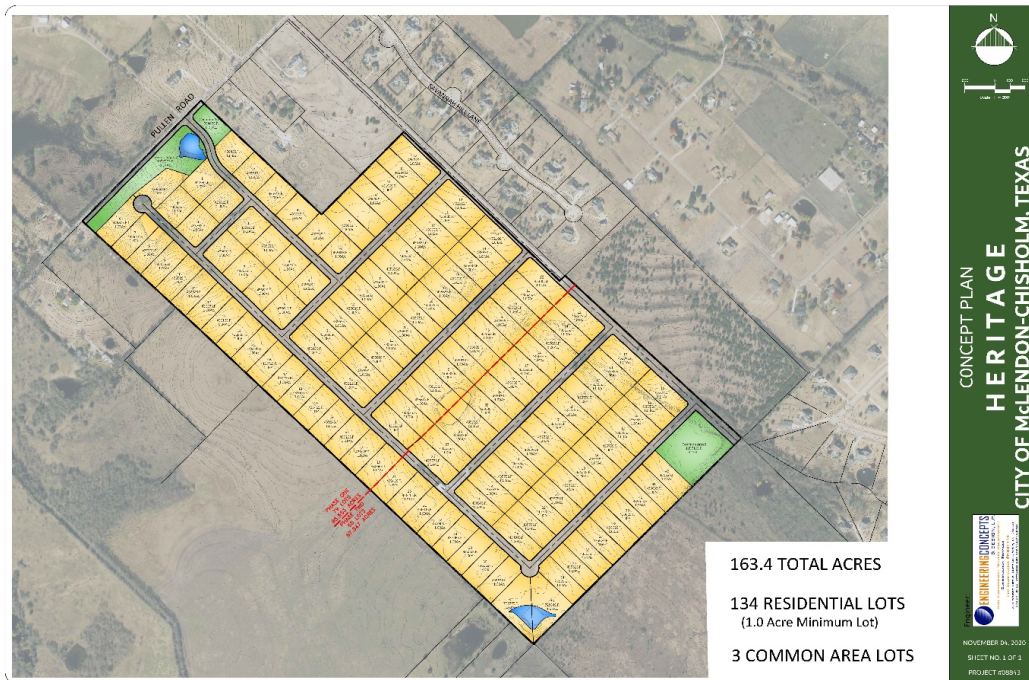
- e. Lot width. Minimum lot width is 120 feet.

For lots fronting on a cul-de-sac or eyebrow, the minimum lot width shall be measured at the front setback line. Corner lots may have the 10-foot side yard adjacent to the side street.

- f. Lot depth. 215 feet.
- g. Minimum Dwelling size. 2,300 square feet.
- h. Lot coverage. 20 percent.
- i. Maximum Height. 36 feet.
- j. Off-street parking. Shall conform to section 6-7, Off-street parking and loading requirements of the McLendon-Chisholm Zoning Ordinance.
- k. Accessory structures. Shall conform to the requirements of section 6-3 of the McLendon-Chisholm Zoning Ordinance.

Ordinance No. 2021-03
Adopted 02.09.21

Concept Plan





**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING**

PLEASE NOTE DATE CHANGE

The City Council of the City of McLendon-Chisholm will hold a public hearing on **Tuesday, February 9, 2021**, at 6:30 p.m. at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such time and place, the Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☒ **I am in favor of the request.** ☐ **I am opposed to the request.**

Reasons: (attach a separate sheet as needed)

Signature:

Name (printed):

Address:

Phone/Email Address (optional):

[Handwritten Signature: Dan Hodges Beers]
[Handwritten Name: Hodges Partnership - Dan Hodges Beers]
[Handwritten Address: 1511 Pullen Rd]
[Redacted Phone/Email Address]

Please return this form to:

**City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING**

PLEASE NOTE DATE CHANGE

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Check one: ☒ **I am in favor of the request.** ☐ **I am opposed to the request.**

Reasons: (attach a separate sheet as needed)

Signature:

Name (printed): Evelyn Hodges and Hodges Ranch Partners - Tam Hodges Beers

Address: 1511 Pullen Rd

Phone/Email Address (optional): [REDACTED]

Please return this form to:

**City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

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The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

See Attached Resident Letter . Lack of
and Very concerned about lack of privacy. Water Pressure.
Proposed entry into new development is in my backyard!

Signature: Kay E. Anderson
Name (printed): Kay E. Anderson
Address: 3210 Savanna Hill Ln. Rockwall, TX 75032
Phone/Email Address (optional): [REDACTED]

Please return this form to: City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

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The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

Please ^{see} attached letter. Also, water pressure is a huge problem. We do not have proper water pressure now — we cannot water lawns in summer months.

Signature: Jeffery A. Anderson
Name (printed): Jeffery A. Anderson
Address: 3216 Savanna Hill TX 75032
Phone/Email Address (optional): [REDACTED]

Please return this form to: City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

See Att.

Signature: Polly A. Mosley
Name (printed): Polly A Mosley
Address: 380 SAVANNAH
Phone/Email Address (optional): 411

Please return this form to: City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

See Attached

Signature: _____

Name (printed): _____

Address: _____

Phone/Email Address (optional): _____

Kevin A. Frankfort & Lorraine K. Temple

Kevin A. Frankfort & Lorraine K. Temple

430 Savannah Hill Lane, McLendon-Chisholm TX 75032

Please return this form to:

City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING**

PLEASE NOTE DATE CHANGE

The City Council of the City of McLendon-Chisholm will hold a public hearing on **Tuesday, February 9, 2021**, at 6:30 p.m. at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such time and place, the Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

see attached

Signature: Ron & Susan Pinkerton

Name (printed): Ron & Susan Pinkerton

Address: 484 Savannah Hls - Rockwall, TX 75032

Phone/Email Address (optional): [REDACTED]

Please return this form to:
City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

See Attached

- Light pollution - Noise

- Traffic - Internet capability

Signature: Lisa Tracy Butler
Name (printed): Lisa Tracy Butler
Address: 634 Savanna Hill Lane, Rockwall, TX 75032
Phone/Email Address (optional): _____

Please return this form to: **City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

SEE ATTACHED.

Signature: _____

Name (printed): _____

Address: _____

Phone/Email Address (optional): _____

Please return this form to:

**City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:00 p.m. on Tuesday, January 13, 2020, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 14, 2020, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Devar, requesting annexation for that portion of the levee property that is outside the City limits, amendment of the Comprehensive Zoning Ordinance and land use map, and consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Parker Road and S. K. Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in these public hearings. A Resolution from City Secretary

PROPERTY DESCRIPTION: The property is generally located at the intersection of Parker Road and Sinks Road, McLendon-Chisholm, TX 75032. The property includes: 100' x 100', 100' x 100', 100' x 100', 100' x 100', 100' x 100', 100' x 100', 100' x 100', and 100' x 100'.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filed out and returned to McLendon-Chisholm prior to the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

ATTACHED
Signature: [Signature]
Name (printed): JACOB LEAY
Address: 2151 SAVANNA HL ROCKWALL TX 75032
Phone/Email Address (optional):

Please return this form to:
City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone: 972-524-2077 fax: 972-524-2125 email: citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING**

PLEASE NOTE DATE CHANGE

The City Council of the City of McLendon-Chisholm will hold a public hearing on **Tuesday, February 9, 2021**, at 6:30 p.m. at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such time and place, the Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

ATTACHED

Signature:

Name (printed):

Address:

Phone/Email Address (optional):

Kim Gentry
215 SAVANNA HC ROCKWALL TX 75032

Please return this form to:

**City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

See Attached

Signature: *Kim Wynne*
Name (printed): Kim Wynne
Address: 221 Savannah Hill Ln Rockwell Tx 75087
Phone/Email Address (optional): [REDACTED]

Please return this form to: **City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

See Attached

Signature: *Terry Wynne*
Name (printed): TERRY WYNNE
Address: 221 Savannah Hill Ln. Rockwall Tx 75032
Phone/Email Address (optional): [REDACTED]

Please return this form to: **City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING**

PLEASE NOTE DATE CHANGE

The City Council of the City of McLendon-Chisholm will hold a public hearing on **Tuesday, February 9, 2021**, at 6:30 p.m. at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such time and place, the Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request.

☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

see attached sheet

Signature: Peter Bautev

Name (printed): Peter Bautev

Address: 173 Savannah Hill Lane, Rockwall 75082

Phone/Email Address (optional): _____

Please return this form to:

**City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com

Properties

Name: Notice of Public Hearing Jan 21 2021.pdf
Type: application/pdf
Size: ~11 MB

CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council. Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 7:00 p.m. on Wednesday, January 21, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75051. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing at 8:00 p.m. on Wednesday, January 21, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75051. At said meeting, the Commission and Council will consider the application for a rezoning of the property located at 1371 W. FM 550, McLendon-Chisholm, TX 75051, from its present zoning of R-1 (Single-Family Residential) to R-2 (Two-Family Residential). The property is located at the intersection of FM 550 and S. 1371, McLendon-Chisholm, TX 75051. The property is currently zoned R-1 (Single-Family Residential).

PROPERTY DESCRIPTION: The property is located at 1371 W. FM 550, McLendon-Chisholm, TX 75051. The property is currently zoned R-1 (Single-Family Residential). The property is located at the intersection of FM 550 and S. 1371, McLendon-Chisholm, TX 75051.

Interested citizens are invited to attend this public hearing and participate in the same.

The following map has been filed and is subject to the City Council's decision before the hearing date.

Check one ☒ I am in favor of the request ☐ I am opposed to the request

Reasons (attach a separate sheet if needed):

See Attached Letter.

Signature

Name (printed)

Address:

Phone/Email Address (optional)

Tyler A. + Susan Godwin
172. S. 1371, McLendon-Chisholm, TX 75051



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

See attached documents.

Signature:

Erica Hilton

Name (printed):

Erica Hilton

Address:

126 Savanna Hill Lane, Rockwall TX 75087

Phone/Email Address (optional):

Please return this form to:

**City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF McLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

See attached documents.

Signature: Shane Hilton

Name (printed): Shane Hilton

Address: 126 Savannah Hill Lane, Rockwall, TX 75032

Phone/Email Address (optional): [REDACTED]

Please return this form to:

**City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am **in favor** of the request. ☒ I am **opposed** to the request.

Reasons: (attach a separate sheet as needed)

See attached residents letter

Signature: Kara Horton
Name (printed): Kara Horton
Address: 101 Pullen Rd Rockwall TX 75032
Phone/Email Address (optional): 1

Please return this form to: **City of McLendon-Chisholm**
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL

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Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

see attached.

Signature:

Name (printed):

Address:

Phone/Email Address (optional):

Please return this form to:

City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARINGS**

Notice of Public Hearings before the McLendon-Chisholm Planning and Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Monday, February 8, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Tuesday, February 9, 2021, at McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the subject property that is outside the city limits; amendment to the comprehensive plan, future land use map; and consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591. Citizens are invited to attend and participate in the public hearings.

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Reasons: (attach a separate sheet as needed)

INSUFFICIENT INFORMATION ABOUT A PLANNED
DEVELOPMENT: CANNOT DETERMINE OR PROJECT
POSSIBLE EFFECTS ON THE BORDERING PROPERTY CURRENTLY
USED TO RAISE LONGHORN CATTLE.

Signature: [Signature]
Name (printed): Philip CROSCHE
Address: 2140 W FM 550
Phone/Email Address (optional): [REDACTED]

Please return this form to:
City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

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Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

Because of the negative impact of my farm
land and natural lake across the street at
1114 Pullen Rd., I have 34 acres.

Signature: Robin Yater, TTEE GRY Family Partners LTD.
Name (printed): ROBIN YATER
Address: 3707 SAN GABRIEL AVE., FRISCO TX 75033
Phone/Email Address (optional): [REDACTED]

Please return this form to: **City of McLendon-Chisholm**
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF McLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARINGS**

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Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

Signature: Fred W McCulley
Name (printed): Fred W McCulley
Address: 1941 W FM 550 Rockwall, Tx 75032
Phone/Email Address (optional): _____

Please return this form to:
City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING**

PLEASE NOTE DATE CHANGE

The City Council of the City of McLendon-Chisholm will hold a public hearing on **Tuesday, February 9, 2021**, at 6:30 p.m. at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such time and place, the Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

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Check one: ☐ I am **in favor** of the request. ☒ I am **opposed** to the request.

Reasons: (attach a separate sheet as needed)

- + Pullen Rd nor the 2 Stop sign at each end can't accomodate traffic
- + RCLT Water does not accomodate water pressure at present
- + For Alternative, make 2 acre lots; cut down cars by 1/2

Signature:

Name (printed): Cynthia Barter

Address: 173 Savanna Hill Lane

Phone/Email Address (optional): [REDACTED]

Please return this form to:

**City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
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Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

1) Plan does not meet 1.5 acre min/residence, 2) City & county infrastructure for Pullen Rd, sewer/drainage, water, internet service, etc. is already overloaded, and 3) Impact to schools with 123 additional families.

Signature: _____

Name (printed): _____

Address: _____

Phone/Email Address (optional): _____

Please return this form to:

City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
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Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

Minimum lot size should be 1.5 acres consistent w/most of M.C. Suggest minimum house size of 3400 sq to keep up high standards of M.C. Upgrades to Pullen Road, as a necessity for this size developments as well as traffic lights at Hwy 205 and 550

Signature: *Ann Branstetter*
Name (printed): Ann Branstetter
Address: 499 Savannah Hill Rockwall TX 75082
Phone/Email Address (optional): [REDACTED]

Please return this form to: City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
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Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

Minimum lot size should be 1.5 acre, minimum house size
should be 3400 sq.ft. Any development should Add to city
of McLendon Chisholm, not degrade it.

Signature: Dale Branstetter
Name (printed): DALE BRANSTETTER
Address: 499 SAVANNAH HILL, ROCKWALL 75032
Phone/Email Address (optional): [REDACTED]

Please return this form to: **City of McLendon-Chisholm**
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING**

PLEASE NOTE DATE CHANGE

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Reasons: (attach a separate sheet as needed)

I WOULD LIKE FOR THE DEVELOPER TO STAND UP AND EXPLAIN
TO EVERYONE HOW WE ARE SUPPOSED TO PULL OUT ONTO 205
WITH 100+ MORE HOMES ON PULLEN. ITS ALREADY DIFFICULT
AND DANGEROUS. NOW THERE WILL BE 20+ CARS ALL IN LINE TRYING

Signature: Terry Fradenburg
Name (printed): TERRY FRADENBURG
Address: 547 SAVANNA HILL LANE
Phone/Email Address (optional): _____

TO TURN ON
205!

Ridiculous

Please return this form to: **City of McLendon-Chisholm**
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com

✓
NOT TO MENTION THE BEAUTIFUL ^{VIEW} EVERYONE ALONG
MY STREET WILL BE LOSING FROM THIS
SO CALLED DEVELOPMENT! AT THE VERY LEAST
HE SHOULD SCALE IT BACK TO 20 EXPENSIVE HOMES
ON LARGE LOTS.



**CITY OF MCLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
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Reasons: (attach a separate sheet as needed)

Signature:

Name (printed):

Address:

Phone/Email Address (optional):

Please return this form to:

**City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032**

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



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Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

See attached

Signature: Emily Taylor

Name (printed): Emily Taylor

Address: 566 Savannah Hill

Phone/Email Address (optional): [REDACTED]

Please return this form to:

City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,

City of McLendon-Chisholm, Texas

Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



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Reasons: (attach a separate sheet as needed)

- 1) THE PROPOSED LOT AND HOUSE SIZE WILL LOWER MY PROPERTY VALUE.
- 2) THE ADDED TRAFFIC ON PULLEN RD. WILL OVERWHELM AND CLOG TRAFFIC FLOW.
- 3) THE UTILITIES CANNOT HANDLE THIS LARGE INCREASE.

Signature: [Signature]
Name (printed): MICHAEL BUTLER
Address: 534 SAVANNA HILL LANE, ROCKWELL TX 75087
Phone/Email Address (optional): [REDACTED]

Please return this form to: City of McLendon-Chisholm
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



**CITY OF McLENDON-CHISHOLM, TEXAS
NOTICE OF PUBLIC HEARING BEFORE
THE PLANNING & ZONING COMMISSION AND
THE CITY COUNCIL**

Notice of Public Hearings before the McLendon-Chisholm Planning & Zoning Commission and City Council: Notice is hereby given that the Planning & Zoning Commission of the City of McLendon-Chisholm will meet and hold a public hearing at 6:30 p.m. on Thursday, January 21, 2021 at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. Further, the City Council of the City of McLendon-Chisholm will hold a public hearing on Wednesday, January 27, 2021, at McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, TX 75032. At such times and place, the Commission and Council will consider the application of Ryan Joyce, requesting annexation for that portion of the Joyce property that is outside the city limits; amendment to the comprehensive plan, future land use map; and, consideration of a planned development district to establish zoning for one acre lots on the annexed and existing land. The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. Citizens are invited to attend and participate in the public hearings. /s/ Rochelle Green, City Secretary.

PROPERTY DESCRIPTION: The property is generally located at the intersection of Pullen Road and Sinks Road, McLendon-Chisholm, TX 75032. County Parcel IDs include: 53879, 10852, 53878, 10851, 10846, 51678, 10848, 10850, 46003, and 69591.

Interested citizens are invited to attend this public hearing and participate in the same.

The following may be filled out and returned to McLendon-Chisholm City Hall before the hearing date.

Check one: ☐ I am in favor of the request. ☒ I am opposed to the request.

Reasons: (attach a separate sheet as needed)

*Traffic conditions, Size of Lots, Value of homes to be built
and size*

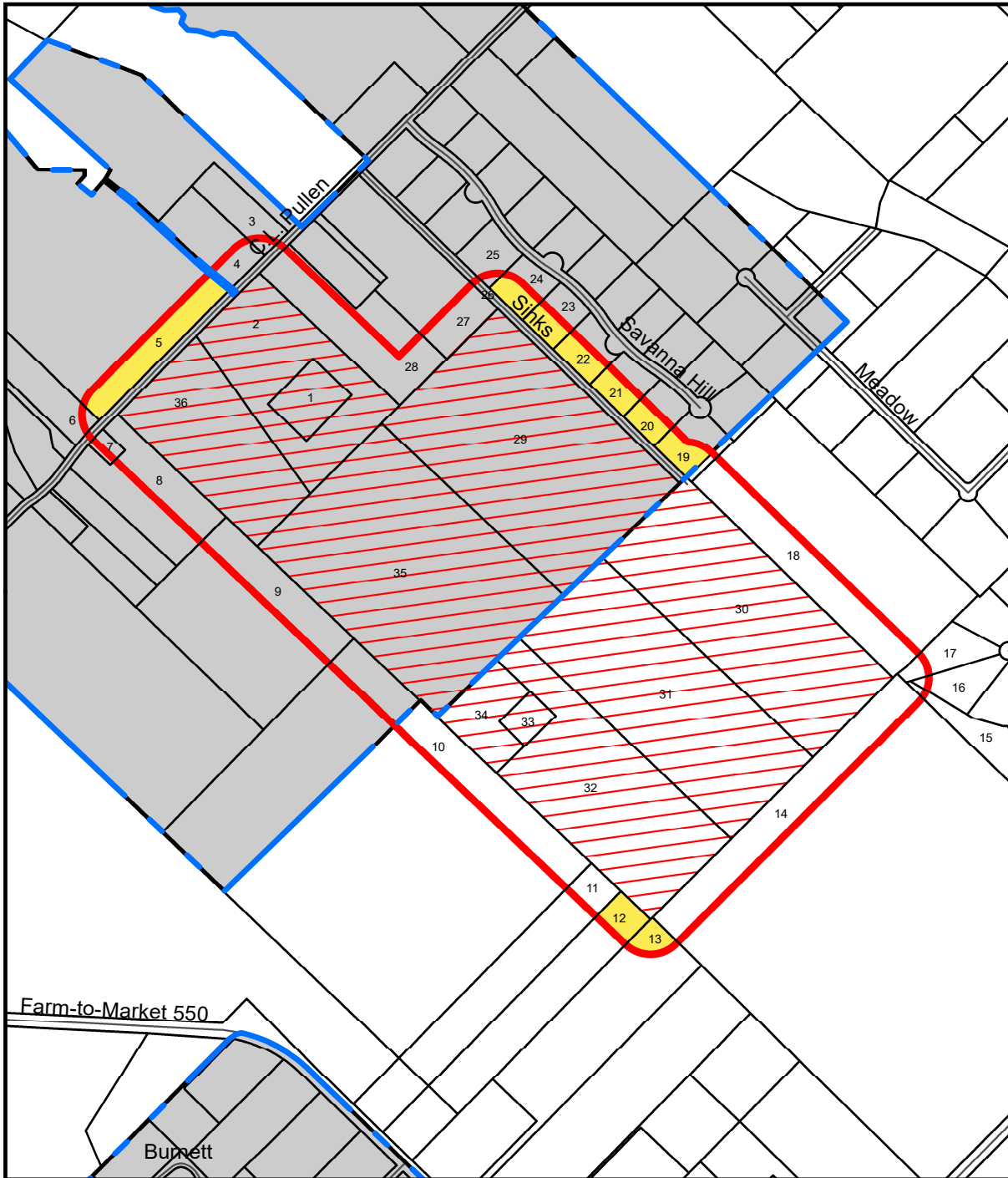
Signature: *Kim W Mosley*
Name (printed): Kim W Mosley
Address: 380 SAVANNA HILL ROCKWALL TX 75032
Phone/Email Address (optional): [REDACTED]

Please return this form to: **City of McLendon-Chisholm**
1371 W. FM 550
McLendon-Chisholm, Texas 75032

Thank you,
City of McLendon-Chisholm, Texas
Phone 972-524-2077; fax 972-524-9128; email citysecretary@McLendon-Chisholm.com



City of McLendon-Chisholm Proposed Heritage Development Notice Area Opposition



Opposition Notification Area

The yellow shows those portions of the property located within the statutory notification area who have submitted a ballot in opposition to the annexation, comp plan amendments and change in zoning and concept plan. This one exhibit shows all of the qualifying opposition as of 2:40 pm on February 5, 2021. We will accept additional ballots that are received by the city no later than 3 pm on February 9, 2021. That will allow us to make whatever modifications to the opposition map that may be needed prior to the city council meeting.

However, the actual ballot specifies that the opposition must be returned to the City before the date of the meeting where the issues will be considered.

This exhibit does not include ballots in opposition that are located outside the statutory notification area of 200 feet.

Total Area Within 200' = 9686153.14 sf (222.36 acs)

Total Opposition Area within 200' = 468330.06 sf (10.75 acs)

Total % Opposition: 4.83%

Michael R. Coker AICP. CBO.



CITY COUNCIL MEETING
City of McLendon-Chisholm, Texas
Meeting Minutes
January 26, 2021

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, January 26, 2021, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Keith Short	Mayor
	Lorna Kippbut	Mayor Pro Tem
	Nathan Hodges	Council Member
	William Dahl	Council Member
	Brian Davis	Council Member
ABSENT:	Trudy Woessner	Council Member
Staff Present:	Lisa Palomba	City Administrator
	Jim Simmons	Fire Chief
	Shelly Green	City Secretary
	Michael Halla	City Attorney

1. CALL TO ORDER

Mayor Short called the meeting to order at 6:30 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS

Council Member Hodges delivered the invocation and Council Member Dahl led the pledge of allegiance to the U.S. and Texas Flags.

3. RULES OF DECORUM

Mayor Short announced the Rules of Decorum are in place and are to be observed throughout the meeting.

4. CITIZEN COMMENTS

None

5. PRESENTATIONS

5.1. Rockwall County COVID-19 Vaccination Update and Related Matters

Judge David Sweet and Barbara Neville, Emergency Management Coordinator, gave an update on the COVID 19 vaccination process in the county as well as the number of COVID cases. He explained they do get updates daily.

6 CONSENT AGENDA

6.1. Action Regarding the Minutes of January 13, 2021 City Council Meeting

6.2. Building Official Report December 2020

6.3. McLendon-Chisholm Fire Rescue Report December 2020

6.4. Sheriff's Report December 2020

6.5. CWD Report November 2020

6.6. Budget Report December 2020

6.7. Animal Control Report December 2020

MOTION: APPROVE THE CONSENT AGENDA AS PRESENTED

MADE BY: Council Member Dahl
SECONDED BY: Council Member Kipphut
APPROVAL: Unanimous

7. ITEMS FOR DISCUSSION

7.1. ACGM will provide a brief update regarding the McLendon-Chisholm Public Safety Building.

Mayor Short reported that AGCM will not be present tonight. Reports will now be delivered monthly.

7.2. Discussion and action regarding a Resolution determining the costs of Improvement Area #3 improvements to be financed by the Sonoma Public Improvement District; approving a Preliminary Amended and Restated Service and Assessment Plan updated for Improvement Area #3, including a proposed Assessment Roll for Improvement Area #3 of Sonoma Public Improvement District; directing the filing of the proposed Assessment Roll with the City Secretary to make available for public inspection and calling for noticing a public hearing for February 9, 2021 to consider an Ordinance levying assessments on property located within Improvement Area #3

of the Sonoma Public Improvement District; directing city staff to publish and mail notice of said public hearing; approving a Preliminary Limited Offering Memorandum; and resolving other matters incident and related thereto and providing an effective date.

City Administrator Palomba introduced Jason Hughes who is our financial advisor representing the City. We're about to issue new bonds and this is what happens before that. Jason is here and we've been having conference calls for several weeks before this actually comes before you. Jason is going to fill you in on the basic request and then we will be happy to answer any questions.

Mr. Hughes confirms what this is leading up to. On February 9th, he will be back with a bond transaction that will be finalized so we'll have interest rates set and we'll have the amount of the bond set at that time. Of course, all that is subject to Council approval. Prior to February 9th, we do have this Resolution determining the cost; approving the preliminary amended service and assessment plan which is kind of the guidebook as it relates to the public improvement district; filing of the proposed assessment role; providing notice of a public hearing; and then approving the preliminary limited offering memorandum. The limited offering memorandum is what is used to go out and market and sell those bonds. So, again, it's just all of the procedural items that are required leading up to the sale of the bonds. One thing he did say is you have in the preliminary service and amended service assessment plan, there is one very minor change, but just for the record, in that improvement area number three the acreage was listed as 63.7675 acres, it is actually 76.7679 acres.

Philip Duncan, representing the developer, was present to answer questions the Council might have.

MOTION: APPROVE A RESOLUTION APPROVING A PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN UPDATED FOR IMPROVEMENT AREA #3, INCLUDING A PROPOSED ASSESSMENT ROLL FOR IMPROVEMENT AREA #3 OF SONOMA PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION AND CALLING FOR NOTICING A PUBLIC HEARING FOR FEBRUARY 9, 2021 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #3 OF THE SONOMA PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; APPROVING A PRELIMINARY LIMITED OFFERING MEMORANDUM; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO AND PROVIDING AN EFFECTIVE DATE.

MADE BY: Council Member Kipphut
SECONDED BY: Council Member Dahl
APPROVAL: Unanimous

- 7.3. Consider a resolution approving the order of a general election for the purpose of electing persons to the offices of City Council Member Place 1, City Council Place 3, and City Council Member Place 5.

MOTION: APPROVE A RESOLUTION APPROVING THE ORDER OF A GENERAL ELECTION FOR THE PURPOSE OF ELECTING PERSONS TO THE OFFICES OF CITY COUNCIL MEMBER PLACE 1, CITY COUNCIL MEMBER PLACE 3, AND CITY COUNCIL MEMBER PLACE 5.

MADE BY: Council Member Hodges
SECONDED BY: Council Member Dahl
APPROVED: Unanimous

- 7.4. Discussion and action regarding a Resolution selecting a nominee to fill a vacancy on the Rockwall County Central Appraisal District Board of Directors.

Council Member Kipphut recommended Robert Rhode to fill the vacancy and Council Member Hodges recommended Dan Tucker.

VOTE:

Robert Rhode

AYES: Council Member Kipphut
NOES: Council Member Hodges
Council Member Davis
Council Member Dahl

Dan Tucker

AYES: Council Member Hodges
Council Member Davis
Council Member Dahl
NOES: Council Member Kipphut

A nomination of Dan Tucker will be forwarded to the Rockwall County Central Appraisal District.

- 7.5. Discussion and consideration of appointment of Council Member Davis to serve as a member of the Rockwall County Emergency Services Corporation and EMS Board.

It was the consensus of the Council to appoint Council Member Davis to serve as a member of the Rockwall County Emergency Services Corporation and EMS Board.

- 7.6. Discussion and consideration of appointing Council Member Trudy Woessner as an additional liaison to the Economic Development Committee.

It was the consensus of the Council to appoint Council Member Trudy Woessner as an additional liaison to the Economic Development Committee.

8. EXECUTIVE SESSION

- 8.1. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.074(a)(1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Administrator Annual and Fire Chief Annual Review.

The Council recessed into Executive Session at 7:26 p.m.

- 8.2. Reconvene Regular Meeting

The Council reconvened back into the regular meeting at 7:56 p.m.

- 8.3. Executive Session Action

MOTION: INCREASE THE SALARY OF FIRE CHIEF JIM SIMMONS BY 2.5% RETRO ACTIVE TO OCTOBER 1, 2020.

MADE BY: Council Member Hodges
SECONDED BY: Council Member Kipphut
APPROVED: Unanimous

MOTION: INCREASE THE SALARY OF CITY ADMINISTRATOR LISA PALOMBA BY 2.5% RETRO ACTIVE TO OCTOBER 1, 2020.

MADE BY: Council Member Kipphut
SECONDED BY: Council Member Hodges
APPROVED: Unanimous

9. UPDATES, DISCUSSION AND DIRECTION TO STAFF

Mayor Pro Tem Kipphut – Reminded City Staff that appointments to City committees and boards will be coming up soon. She asked that persons recommended for appointment understand there are expenses related to meetings for these committees/board and they should understand the time required to serve. Members need to advise City Staff if they are unable to attend a meeting in advance of the date of the meeting. We need to look for citizens who wish to be active members.

Council Member Hodges – no discussion or direction to staff

Council Member Davis – no discussion or direction to staff

Council Member Dahl – no discussion or direction to staff

8. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda.

Mayor Short urged citizens to not lose faith in our country due to all the issues going on right now. We will get through these trials. He also reminded everyone of the Council Retreat to be held on Saturday, January 30, 2021.

12. ADJOURN

There being no further business to discuss, Mayor Short adjourned the meeting at 8:02 p.m.

APPROVED:

Keith Short, Mayor

Rochelle Green, City Secretary



**City of McLendon-Chisholm, Texas
Special Retreat/Work Session
Meeting Minutes
January 30, 2021**

The City Council of the City of McLendon-Chisholm convened in a Special Retreat/Work Session on Saturday, January 30, 2021, at Smoke Monkey Barbecue Events Center, 11139 State Highway 205 South, Rockwall, Texas 75032, with the following members present:

ATTENDING:	Keith Short	Mayor
	Lorna Kippfut	Mayor Pro Tem
	Nathan Hodges	Council Member
	William Dahl	Council Member
	Brian Davis	Council Member
	Trudy Woessner	Council Member
Staff Present:	Lisa Palomba	City Administrator
	Jim Simmons	Fire Chief
	Shelly Green	City Secretary

1. CALL TO ORDER

Mayor Short called the special retreat/work session to order at 9:08 a.m.

2. CITIZEN COMMENTS

Gary Moody, 1406 S SH 205, asked to deliver an invocation prior to the start of the meeting. Upon completion of the invocation, Mr. Moody presented a brief history of the City of McLendon-Chisholm.

3. ITEMS FOR DISCUSSION

- 3.1. Discussion regarding outdoor weather warning sirens including possible locations, costs, and related matters.
- 3.2. Discussion regarding public safety planning including staffing, operations, capital equipment and related matters.
- 3.3. Discussion regarding current and proposed development activity and related matters.
- 3.4. Discussion regarding population growth and related matters.
- 3.5. Discussion regarding planning for community events.

3.6. Discussion regarding planning for city utilities including infrastructure for water, sewer, storm drains and related matters.

3.7. Discussion regarding city financial conditions and financial planning.

This meeting was established as a goal setting/planning session between City Council and Staff. Reports were received from City Administrator Palomba and Fire Chief Simmons regarding items listed for discussion. Council discussion was held after the introduction of each item. No action was taken during this meeting.

4. ADJOURN

Mayor Short adjourned the meeting at 1:35 p.m.

APPROVED:

Keith Short, Mayor

Rochelle Green, City Secretary

CITY OF MCLENDON-CHISHOLM, TEXAS

ORDINANCE NO. 2021-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS ACCEPTING AND APPROVING A SONOMA PUBLIC IMPROVEMENT DISTRICT AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND IMPROVEMENT AREA #3 ASSESSMENT ROLL FOR THE SONOMA PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; APPROVING A REIMBURSEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act"), authorizes the City Council (the "Council") of the City of McLendon-Chisholm, Texas (the "City"), to create a public improvement district within the City; and

WHEREAS, the Council has previously created the Sonoma Public Improvement District (the "District"); and

WHEREAS, on January 26, 2021, the Council adopted a resolution (i) determining total costs of certain authorized public improvements to be undertaken in Improvement Area #3, (ii) approving a preliminary amended and restated service and assessment plan, including a proposed Improvement Area #3 Assessment Roll (defined below), and (iii) directing the publication and mailing of notice of a public hearing (the "Assessment Hearing") to consider an ordinance levying assessments (the "Improvement Area #3 Assessments") on certain benefited property within Improvement Area #3 (the "Improvement Area #3 Assessed Property"); and

WHEREAS, the City Secretary filed the proposed Improvement Area #3 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary (i) published notice of the Assessment Hearing on January 28, 2021 in *The Dallas Morning News*, which is a newspaper of general circulation in the City, pursuant to Section 372.016(b) of the Act, and (ii) mailed notice of the Assessment

Hearing to the last known address of the owners of the property liable for the Improvement Area #3 Assessments, pursuant to Section 372.016(c) of the Act; and

WHEREAS, the Council convened the Assessment Hearing on February 9, 2021, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #3 Assessment Roll and the proposed Improvement Area #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #3 Assessments, the allocation of the costs of the authorized public improvements to be undertaken for the benefit of certain property within Improvement Area #3 (the "Improvement Area #3 Projects"), the purposes of the Improvement Area #3 Assessments, the special benefits of the Improvement Area #3 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #3 Assessments; and

WHEREAS, the Council finds and determines that (i) the Improvement Area #3 Assessment Roll and the Sonoma Public Improvement District Amended and Restated Service and Assessment Plan, dated February 9, 2021 (the "Service and Assessment Plan"), attached hereto as **Exhibit A** and incorporated as a part of this Ordinance for all purposes, should be approved and (ii) the Improvement Area #3 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan, including the assessment roll attached thereto as Exhibit H-1 (the "Improvement Area #3 Assessment Roll"); and

WHEREAS, the 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 costs of the Improvement Area #3 Projects as described in the Service and Assessment Plan, the Improvement Area #3 Assessment Roll or the levy of the Improvement Area #3 Assessments; and

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

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

Section 1. Terms.

Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 2. Findings.

The 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 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 Act and all other applicable laws, policies and procedures; (ii) have been taken and performed in a regular, proper and valid manner; and (iii) are approved and ratified.

(c) The apportionment of the costs of the Improvement Area #3 Projects (as reflected in the Service and Assessment Plan, and the Administrative Expenses 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 Improvement Area #3 Projects 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 #3 Projects.

(e) The Service and Assessment Plan apportions the costs of the Improvement Area #3 Projects to be assessed against certain property in Improvement Area #3 and such apportionment is made on the basis of special benefits accruing to such property because of the Improvement Area #3 Projects.

(f) All of the Improvement Area #3 Assessed Property being assessed in the amounts shown on the Improvement Area #3 Assessment Roll will be benefited by the Improvement Area #3 Projects as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #3 Projects.

(g) The method of apportionment of the costs of the Improvement Area #3 Projects and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #3 Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs.

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

(i) The Improvement Area #3 Assessment Roll should be approved as the assessment roll for the Improvement Area #3 Assessed Property.

(j) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Improvement Area #3 Assessments, interest on the Improvement Area #3 Annual Installments, interest and penalties on delinquent Improvement Area #3 Assessments and delinquent Improvement Area #3 Annual Installments, and procedures in connection with the imposition and collection of Improvement Area #3 Assessments should be approved and will expedite collection of the Improvement Area #3 Assessments in a timely manner in order to provide the services and improvements needed and required for the area within Improvement Area #3.

(k) A written notice of the date, hour, place and subject of this meeting of the 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 as the service plan and the assessment plan for the District. The Service and Assessment Plan shall be updated by the Council no less frequently than annually as required by the Act and more frequently as may be required by the Service and Assessment Plan or as deemed necessary or appropriate by the City.

Section 4. Improvement Area #3 Assessment Roll.

The Improvement Area #3 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Improvement Area #3 Assessed Property for all purposes.

Section 5. Levy and Payment of Improvement Area #3 Assessments for Costs of the Improvement Area #3 Projects.

(a) The Council hereby levies the Improvement Area #3 Assessments on each Improvement Area #3 Assessed Property, as shown and described in the Service and Assessment Plan and the Improvement Area #3 Assessment Roll, in the respective

amounts shown in the Service and Assessment Plan, as a special assessment as set forth in the Improvement Area #3 Assessment Roll.

(b) The levy of the Improvement Area #3 Assessments shall be effective on the date of adoption of this Ordinance and shall be collected and enforced strictly in accordance with the terms of the Service and Assessment Plan and the Act.

(c) The collection of the Improvement Area #3 Assessments shall be as described in the Service and Assessment Plan and the Act.

(d) Each Improvement Area #3 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 Improvement Area #3 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) The Improvement Area #3 Annual Installments shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Improvement Area #3 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 costs of the Improvement Area #3 Projects and Administrative Expenses is set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Improvement Area #3 Assessments.

Delinquent Improvement Area #3 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 Improvement Area #3 Assessments.

As provided in the Service and Assessment Plan, the owner of any Improvement Area #3 Assessed Property may prepay the Improvement Area #3 Assessments levied by this Ordinance.

Section 9. Lien Priority.

The Council and the owners of the Improvement Area #3 Assessed Property intend for the obligations, covenants and burdens on the Improvement Area #3 Assessed Property, including without limitation such landowners' obligations related to payment of the Improvement Area #3 Assessments and Improvement Area #3 Annual Installments, to constitute covenants that shall run with the land. The Improvement Area #3 Assessments and the Improvement Area #3 Annual Installments which are levied hereby shall be binding upon the owners of the

Improvement Area #3 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. Improvement Area #3 Assessments shall have lien priority as specified in the Service and Assessment Plan and the Act.

Section 10. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the 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 Improvement Area #3 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, to be recorded in the real property records of Rockwall County, Texas. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the 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 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 Improvement Area #3 Assessments and the provisions and terms of the Service and Assessment Plan, shall be and become effective upon adoption hereof.

Section 14. Reimbursement Agreement.

The Reimbursement Agreement (the "Reimbursement Agreement") between the City and Land Solutions SV LLC, a Delaware limited liability company, is hereby authorized and approved in substantially final form attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, and the Mayor or Mayor Pro Tem and City Secretary of the City are hereby authorized and directed to execute and deliver such Reimbursement Agreement with such

changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or City Administrator, such approval to be evidenced by the City's execution thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
MCLENDON-CHISHOLM, TEXAS, THIS THE 9th DAY OF FEBRUARY, 2021.

**CITY OF MCLENDON-CHISHOLM,
TEXAS**

Mayor

ATTEST:

City Secretary

(City Seal)

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on the ____ day of February, 2021 by Keith Short and Shelly Green, the Mayor and City Secretary, respectively, of the City of McLendon-Chisholm, Texas on behalf of said City.

Notary Public, State of Texas

(Notary Seal)

S-1

1509.010\92194.2

Exhibit A

Amended and Restated Service and Assessment Plan

1509.010\92194.2

Exhibit B

Reimbursement Agreement

1509.010\92194.2

Sonoma Public Improvement District

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

JANUARY 26, 2021



AUSTIN, TX | NORTH RICHLAND HILLS, TX

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INTRODUCTION

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

On September 10, 2007, the City Council passed and approved Resolution No. 2007-21 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 548 acres located within the corporate limits of the City, as described by the legal description on **Exhibit N-1** and depicted on **Exhibit A-1**.

On January 13, 2015, City approved the 2015 SAP for the District by adopting the 2015 Assessment Ordinance which approved the levy of Assessments for Assessed Parcels within the Major Improvement Area Excluding Phase 1 and Phase 1 of the District and approved the Assessment Rolls. The City levied \$1,610,000 of Assessments on the Major Improvement Area Excluding Phase 1. The City levied \$10,700,000 of Assessments on Phase 1 Assessed Property. On April 14, 2015, the City updated the 2015 SAP with its approval of the Phase 1 Bonds in an amount of \$7,600,000 which are secured by Assessments levied against the Phase 1 Assessed Property, and the balance of \$3,100,000 in Phase 1 Assessments secured the Phase 1 Reimbursement Agreement.

On August 23, 2016, the City approved the 2016 Annual Service Plan Update for the District by adopting Ordinance No. 2016-11 which updated the Assessment Roll for 2016.

On June 13, 2017, the City approved the 2017 SAP Update for the District by adopting Ordinance No. 2017-09 which updated the Assessment Rolls for the Major Improvement Area Excluding Phase 1 and Phase 1 for 2017 and levied \$7,575,000 in Phase 2 Assessments for Assessed Parcels within Phase 2 of the District, for the costs of Authorized Improvements that benefitted Phase 2 Assessed Property, as reflected by the revised Assessment Rolls.

On September 11, 2018, the City approved the 2018 Annual Service Plan Update for the District by adopting Ordinance No. 2018-08 which updated the Assessment Rolls for 2018.

On June 11, 2019, the City approved the 2019 SAP Update for the District by adopting Ordinance No. 2019-06, which updated the Assessment Rolls for 2019 with its approval of the Improvement Area #2 Bonds in an amount of \$6,225,000 secured by a portion of the Assessment levied against

Phase 2 Assessed Property. The 2019 SAP Update separated the Phase 2 Assessed Property (as defined in the 2017 SAP Update) into Improvement Area #1C and Improvement Area #2 and released the Assessments against the Major Improvement Area Excluding Phase 1; and, the 2019 SAP Update updated the Assessment Rolls accordingly. The Improvement Area #2 Bonds are secured by Assessments levied against the Improvement Area #2 Assessed Property.

On August 13, 2019, the City approved the 2019 Amended Annual Service Plan Update for the District by adopting Ordinance No. 2019-09 which updated the Assessment Rolls for 2019. The 2019 SAP Update did not provide an Assessment Roll showing the outstanding Assessment and Annual Installment due for every Parcel within the District, therefore an update to the 2019 SAP Update was required. The 2019 Amended Annual Service Plan Update updated the Phase 1 Assessment Roll, Improvement Area #1C Assessment Roll and the Improvement Area #2 Assessment Roll for 2019.

On July 28, 2020, the City approved the 2020 Annual Service Plan Update for the District by adopting Ordinance No. 2020-08 which updated the Assessment Roll for 2020, including adjusting the Phase 1 Assessment to reflect the issuance of the Phase 1 Refunding and Improvement Bonds, for interest savings.

On February 9, 2021, the City approved the “PID Reimbursement Agreement – Sonoma Public Improvement District” by adopting Ordinance No. 2021-__ which approved such agreement for Improvement Area #3 and the Future Improvement Area.

On February 9, 2021, the City approved this Amended and Restated Service and Assessment Plan for the District by adopting Ordinance No. 2021-__ which serves to amend and restate the 2015 SAP, including all Annual Service Plan Updates approved since, in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, and (2) updating the Assessment Rolls.

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

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

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

#2 is included as **Exhibit G-1**. The Assessment Roll for Improvement Area #3 is included as **Exhibit H-1**.

SECTION I: DEFINITIONS

"2015 Assessment Ordinance" means the Assessment Ordinance approved by the City Council on January 13, 2015.

"2015 SAP" means the Sonoma Public Improvement District Sonoma Verde Project McLendon-Chisholm, Texas Service and Assessment Plan, dated January 13, 2015, approved by the City on January 13, 2015 by Ordinance No. 2015-02 as amended and updated, including as updated on April 13, 2015, prior to City Council approval of this Amended and Restated Service and Assessment Plan.

"2016 Annual Service Plan Update" means the update of the 2015 SAP approved on August 23, 2016 by the City by adopting Ordinance No. 2016-11 which updated the Assessment Rolls for 2016.

"2017 Assessment Ordinance" means the Assessment Ordinance approved by the City Council on June 13, 2017.

"2017 SAP Update" means the Sonoma Public Improvement District Sonoma Verde Project McLendon-Chisholm, Texas Service and Assessment Plan (as updated for Phase #2), approved by the City on June 13, 2017 by Ordinance No. 2017-09 as amended and updated prior to City Council approval of this Amended and Restated Service and Assessment Plan.

"2018 Annual Service Plan Update" means the update of the 2017 SAP Update approved on September 11, 2018 by the City by adopting Ordinance No. 2018-08 which updated the Assessment Rolls for 2018.

"2019 SAP Update" means the Sonoma Public Improvement District Sonoma Verde Project McLendon-Chisholm, Texas Service and Assessment Plan as updated for Phase #2 (Improvement Area #1C and Improvement Area #2), approved by the City on June 11, 2019 by Ordinance No. 2019-06 as amended and updated prior to City Council approval of this Amended and Restated Service and Assessment Plan.

"2019 Amended Annual Service Plan Update" means the update of the 2019 SAP Update approved on August 13, 2019 by the City by adopting Ordinance No. 2019-09 which updated the Assessment Rolls for 2019.

"2020 Annual Service Plan Update" means the update of the 2019 SAP Update approved on July 28, 2020 by the City by adopting Ordinance No. 2020-08 which updated the Assessment Roll for 2020, including adjusting the Phase 1 Assessment to reflect the issuance of the Phase 1 Refunding and Improvement Bonds, for interest savings.

"Actual Costs" mean with respect to Authorized Improvements, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a

Certification for Payment or Bill of Sale with filed warranty deed and engineer stamp cost that has been reviewed and approved by the City. Actual Cost may include (1) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees and real estate acquisition costs, if any, (2) the costs of preparing the construction plans for such Authorized Improvement, (3) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (4) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, (5) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, and (6) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses. Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated. Actual Costs also may be paid to the Owner or any other person or entity only in the capacity of construction manager or only in the capacity of general contractor but not both.

"Additional Interest" means the amount collected by the application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in this Amended and Restated Service and Assessment Plan, the 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.

"Administrative Expenses" mean the administrative and maintenance and operation costs associated with, or incident to, the administration and maintenance and operation of the District, including, but not limited to, the costs of: (1) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (2) the annual administrative, organization,

maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (3) computing, levying, billing and collecting Assessments or the installments thereof, (4) maintaining the record of installments of the Assessments and the system of registration and transfer of the PID Bonds, (5) paying and redeeming the PID Bonds, (6) investing or depositing of monies, (7) complying with the PID Act and codes with respect to the PID Bonds, (8) the Trustee fees and expenses relating to the PID Bonds, including reasonable fees, (9) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (10) administering the construction of the Authorized Improvements, and (11) costs and expenses, if any, associated with major repairs and emergency maintenance of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the PID Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administrative Expenses.

“Amended and Restated Service and Assessment Plan” means this 2021 Amended and Restated Service and Assessment Plan, as it may be modified and updated from time to time.

“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) Administrative Expenses; and (4) Additional Interest, if applicable.

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

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

“Assessment” means an assessment levied against a Parcel within the District, other than Non-Benefitted Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

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

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Phase 1 Assessment Roll, the Improvement Area #1C Assessment Roll, the Improvement Area #2 Assessment Roll, and the Improvement Area #3 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or any Annual Service Plan Update.

“Authorized Improvements” means, collectively, the Public Improvements, PID Establishment Costs, and Bond Issuance Costs.

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

“City” means the City of McLendon-Chisholm, Texas.

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

“County” means Rockwall County, Texas.

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

“Development Agreement” means the Development Agreement, effective June 11, 2007, by and between the City and Original Owner, as predecessor-in-interest to the Owner, as amended by (1) the first amendment to the Development Agreement, effective January 28, 2008, (2) the second amendment to the Development Agreement, effective September 25, 2012, and (3) the third amendment to the Development Agreement, effective January 14, 2014, as it may be modified and updated from time to time.

“District” means the Sonoma Public Improvement District containing approximately 548 acres located within the corporate limits of the City, and more specifically described in **Exhibit N-1**, and depicted on **Exhibit A-1**.

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

“Equivalent Units” mean, as to any Parcel within Phase 1, Improvement Area #1C, or Improvement Area #2, the number of dwelling units by Lot Type expected to be built on the Parcel multiplied by the factors calculated and shown in **Appendix A**, attached hereto.

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner 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 a Lot Type is provided for in **Exhibit J-1**.

“Future Improvement Area” means a distinct portion of the District other than Phase 1, Improvement Area #1C, Improvement Area #2, and Improvement Area #3 described by metes and bounds and developed as an individual improvement area, with such area(s) to be described and designated in future Annual Service Plan Updates.

“Improvement Area #1C” means approximately 25.226 acres located within the District, more specifically described and depicted on the plat on **Exhibit A-3**.

“Improvement Area #1C Annual Installment” means the Annual Installment of the Improvement Area #1C Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; and (3) Administrative Expenses.

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

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

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

“Improvement Area #1C, Lot Type 4” means a Lot within Improvement Area #1C marketed to homebuilders as an 80’ Lot, with an Estimated Buildout Value of \$310,000. Improvement Area #1C, Lot Type 4 was originally identified as a Land Use Class 4 Lot. Homebuyer Disclosures for Improvement Area #1C, Lot Type 4 are included in **Exhibit M-6**.

“Improvement Area #1C Projects” means collectively: (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1C; (2) the pro rata portion of the Phase 2 Improvements allocable to Improvement Area #1C; and (3) Improvement Area #1C’s pro rata share of the PID Establishment Costs.

“Improvement Area #2” means approximately 61.374 acres located within the District, more specifically described and depicted on the plat on **Exhibit A-4**.

“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) Administrative Expenses; and (4) Additional Interest.

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

“Improvement Area #2 Assessment” means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area #2 Bonds” means those certain “City of McLendon-Chisholm, Texas Special Assessment Revenue Bonds, Series 2019 (Sonoma Public Improvement District Improvement Area #2 Project)” that are secured by Improvement Area #2 Assessments.

“Improvement Area #2, Lot Type 2” means a Lot within Improvement Area #2 marketed to homebuilders as a one-half acre Lot, with an Estimated Buildout Value of \$440,000. Improvement Area #2, Lot Type 2 was originally identified as a Land Use Class 2 Lot. Homebuyer Disclosures for Improvement Area #2, Lot Type 2 are included in **Exhibit M-7**.

“Improvement Area #2, Lot Type 3” means a Lot within Improvement Area #2 marketed to homebuilders as a 90’ Lot, with an Estimated Buildout Value of \$340,000. Improvement Area #2, Lot Type 3 was originally identified as a Land Use Class 3 Lot. Homebuyer Disclosures for Improvement Area #2, Lot Type 3 are included in **Exhibit M-8**.

“Improvement Area #2, Lot Type 5” means a Lot within Improvement Area #2 marketed to homebuilders as a 60’ Lot, with an Estimated Buildout Value of \$245,000. Improvement Area #2,

Lot Type 5 was originally identified as a Land Use Class 5 Lot. Homebuyer Disclosures for Improvement Area #2, Lot Type 5 are included in **Exhibit M-9**.

“Improvement Area #2, Lot Type 10” means a Lot within Improvement Area #2 marketed to homebuilders as a 70’ Lot, with an Estimated Buildout Value of \$277,500. Improvement Area #2, Lot Type 10 was originally identified as a Land Use Class 10 Lot. Homebuyer Disclosures for Improvement Area #2, Lot Type 10 are included in **Exhibit M-10**.

“Improvement Area #2 Projects” means collectively: (1) the pro rata portion of the Major Improvements allocable to Improvement Area #2; (2) the pro rata portion of the Phase 2 Improvements allocable to Improvement Area #2; (3) Improvement Area #2’s pro rata share of PID Establishment Costs; and (4) Bond Issuance Costs associated with the issuance of the Improvement Area #2 Bonds.

“Improvement Area #3” means approximately 63.7679 acres located within the District, more specifically described on **Exhibit N-2**, and depicted on the plat on **Exhibit A-5**.

“Improvement Area #3 Annual Installment” means the Annual Installment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Administrative Expenses; and (4) Additional Interest.

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

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

“Improvement Area #3 Assessment Roll” means the Assessment Roll for the Improvement Area #3 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #3 Assessment Roll is included in this Amended and Restated Service and Assessment Plan as **Exhibit H-1**.

“Improvement Area #3 Bonds” means those certain PID Bonds that are secured by Improvement Area #3 Assessments.

“Improvement Area #3 Engineer’s Report” means a report provided by a licensed professional engineer that identifies the Authorized Improvements for Improvement Area #3, including their costs, location, and benefit, and is attached hereto as **Appendix B**.

“Improvement Area #3 Improvements” means the Authorized Improvements which only benefit the Improvement Area #3 Assessed Property.

“Improvement Area #3 Initial Parcel” means all of the property within Improvement Area #3, as described in **Exhibit N-5**, and depicted on **Exhibit A-5**.

“Improvement Area #3, Lot Type 1” means a Lot within Improvement Area #3 marketed to homebuilders as a 60’ Lot, with an Estimated Buildout Value of \$353,000. Homebuyer Disclosures for Improvement Area #3, Lot Type 1 are included in **Exhibit M-11**.

“Improvement Area #3, Lot Type 2” means a Lot within Improvement Area #3 marketed to homebuilders as a 70’ Lot, with an Estimated Buildout Value of \$388,000. Homebuyer Disclosures for Improvement Area #3, Lot Type 2 are included in **Exhibit M-12**.

“Improvement Area #3, Lot Type 3” means a Lot within Improvement Area #3 marketed to homebuilders as a 120’ Lot, with an Estimated Buildout Value of \$472,000. Homebuyer Disclosures for Improvement Area #3, Lot Type 3 are included in **Exhibit M-13**.

“Improvement Area #3 Projects” means collectively: (1) the pro rata portion of the Major Improvements allocable to Improvement Area #3; (2) the Improvement Area #3 Improvements; (3) Improvement Area #3’s pro rata share of the PID Establishment Costs; and (4) Bond Issuance Costs associated with the issuance of the Improvement Area #3 Bonds.

“Improvement Area #3 Trigger Date” means, for Improvement Area #3 Assessed Property, the earlier of (1) two years from the date of the levy of Improvement Area #3 Assessments, (2) the issuance of Improvement Area #3 Bonds, or (3) the date a final plat is approved by the City for any Assessed Property within Improvement Area #3. If the Improvement Area #3 Trigger Date occurs on or before July 31st of the then current year, then Improvement Area #3 Assessments will be due the January 31st of the following year. If the Improvement Area #3 Trigger Date occurs after July 31st of the then current year, then the Improvement Area #3 Assessments will be due on the second January 31st after the final plat is filed and Authorized Improvements are accepted.

“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 the Trustee setting forth terms and conditions related to a series of PID Bonds.

“Land Use Class” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each Lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the Lot, as determined by the Administrator and confirmed by the City Council.

“Land Use Class 1” means lots identified as such on the Assessment Rolls in previous service and assessment plans, which are referred to as one acre lots in the Planned Development District Ordinance and being generally lots for single family dwelling unit with approximately 4,500 sq ft of air-conditioned living space. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

“Land Use Class 2” means lots identified as such on the Assessment Rolls in previous service and assessment plans which are referred to as one-half acre lots in the Planned Development District Ordinance and being generally lots for single family dwelling unit with approximately 3,800 sq ft of air-conditioned living space. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

“Land Use Class 3” means lots identified as such on the Assessment Rolls in previous service and assessment plans, which are referred to as 90 Ft lots in the Planned Development District Ordinance and being generally lots for single family dwelling unit with approximately 3,200 sq ft of air-conditioned living space. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

“Land Use Class 4” means lots identified as such on the Assessment Rolls in previous service and assessment plans which are referred to as 80 Ft lots in the Planned Development District Ordinance and being generally lots for single family dwelling unit with approximately 3,000 sq ft of air-conditioned living space. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

“Land Use Class 5” means lots identified as such on the Assessment Rolls in previous service and assessment plans which are referred to as 60 Ft lots in the Planned Development District Ordinance and being generally lots for single family dwelling unit with approximately 2,400 sq ft of air-conditioned living space. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

“Land Use Class 6” means lots identified as such on the Assessment Rolls in previous service and assessment plans which are referred to as office lots in the Planned Development District Ordinance and being generally lots for office uses with approximately 3,700 sq ft of air conditioned working space. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

“Land Use Class 7” means lots identified as such on the Assessment Rolls in previous service and assessment plans, which are referred to as church lots in the Planned Development District Ordinance and being generally lots for church building uses. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

“Land Use Class 8” means lots identified as such on the Assessment Rolls in previous service and assessment plans, which are referred to as daycare lots in the Planned Development District Ordinance and being generally lots for daycare building uses. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

“Land Use Class 9” means lots identified as such on the Assessment Rolls in previous service and assessment plans, which are referred to as senior living lots in the Planned Development District

Ordinance and being generally lots for senior living building uses. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

“Land Use Class 10” means lots identified as such on the Assessment Rolls in previous service and assessment plans, which are referred to as 70 Ft lots in the Planned Development District Ordinance and being generally lots for single family dwelling unit with approximately 2,700 sq ft of air-conditioned living space. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the official public records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the 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.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, 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 calculated by the Administrator and confirmed by the City Council.

“Major Improvement Area Excluding Phase 1” means the property within the District excluding Phase 1.

“Major Improvement Area Excluding Phase 1 Assessment” means an Assessment levied against a Parcel within the Major Improvement Area Excluding Phase 1 and imposed pursuant to an Assessment Ordinance and the provisions herein. The Major Improvement Area Excluding Phase 1 Assessment was removed in the 2019 SAP Update.

“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.A.** and depicted on **Exhibit I-1.**

“Maximum Assessment” means, for each Lot Type, an amount that will not exceed the amounts shown as the Maximum Assessment by Lot Type on **Exhibit J-1.** In the event any final plat creates a new Lot Type that differs from what is shown on **Exhibit J-1,** this Amended and Restated Service and Assessment Plan will be updated to reflect the new Lot Type, and the Maximum Assessment for the new Lot Type created by the final plat shall be an amount that is calculated by the Administrator and approved by the City, based on the desire to maintain a competitive, composite equivalent ad valorem tax rate taking into consideration the tax rates of all applicable taxing units and the equivalent tax rate of the Annual Installments.

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

“Notice of Assessment Termination” means a document that shall be recorded in the County’s real property records evidencing the termination of an Assessment, a form of which is attached as **Exhibit K**.

“Original Owner” means MC 550 Investors, LP.

“Owner” means Land Solutions SV LLC, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transfer to end users.

“Parcel” or “Parcels” means a specific property within the District identified by either a tax map identification number assigned by the Rockwall Central Appraisal District for real property tax purposes, by metes and bounds 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.

“Phase 1” means approximately 163.668 acres located within the District, more specifically described and depicted on the Plats in **Exhibit A-2**.

“Phase 1 Annual Installment” means the Annual Installment of the Phase 1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; and (3) Administrative Expenses.

“Phase 1 Assessed Property” means any Parcel within Phase 1 against which a Phase 1 Assessment is levied.

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

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

“Phase 1 Bonds” means those certain “City of McLendon-Chisholm, Texas Special Assessment Revenue Bonds, Series 2015 (Sonoma Public Improvement District Phase 1 Project)” that were secured by Phase 1 Assessments, and were refunded by the Phase 1 Refunding and Improvement Bonds.

“Phase 1 Improvements” means the Authorized Improvements which only benefit the Phase 1 Assessed Property.

“Phase 1, Lot Type 2” means a Lot within Phase 1 marketed to homebuilders as a one-half acre Lot, with an Estimated Buildout Value of \$440,000. Phase 1, Lot Type 2 was originally identified as a Land Use Class 2 Lot. Homebuyer Disclosures for Phase 1, Lot Type 2 are included in **Exhibit M-1**.

“Phase 1, Lot Type 3” means a Lot within Phase 1 marketed to homebuilders as a 90’ Lot, with an Estimated Buildout Value of \$340,000. Phase 1, Lot Type 3 was originally identified as a Land Use Class 3 Lot. Homebuyer Disclosures for Phase 1, Lot Type 3 are included in **Exhibit M-2**.

“Phase 1, Lot Type 4” means a Lot within Phase 1 marketed to homebuilders as an 80’ Lot, with an Estimated Buildout Value of \$310,000. Phase 1, Lot Type 4 was originally identified as a Land Use Class 4 Lot. Homebuyer Disclosures for Phase 1, Lot Type 4 are included in **Exhibit M-3**.

“Phase 1, Lot Type 5” means a Lot within Phase 1 marketed to homebuilders as a 60’ Lot, with an Estimated Buildout Value of \$245,000. Phase 1, Lot Type 5 was originally identified as a Land Use Class 5 Lot. Homebuyer Disclosures for Phase 1, Lot Type 5 are included in **Exhibit M-4**.

“Phase 1, Lot Type 6” means a Lot within Phase 1 marketed to homebuilders as a 60’ Lot, with an Estimated Buildout Value of \$425,000. Phase 1, Lot Type 6 was originally identified as a Land Use Class 6 Lot. Homebuyer Disclosures for Phase 1, Lot Type 6 are included in **Exhibit M-5**.

“Phase 1 Projects” means collectively: (1) the pro rata portion of the Major Improvements allocable to Phase 1; (2) the Phase 1 Improvements; (3) Phase 1’s pro rata share of the PID Establishment Costs; and (4) Bond Issuance Costs associated with the issuance of the Phase 1 Bonds and the Phase 1 Refunding and Improvement Bonds.

“Phase 1 Refunding and Improvement Bonds” means those certain “City of McLendon-Chisholm, Texas Special Assessment Revenue Refunding and Improvement Bonds, Series 2020 (Sonoma Public Improvement District Phase 1 Project)” that are secured by Phase 1 Assessments.

“Phase 1 Reimbursement Agreement” means that certain “Sonoma Public Improvement District Reimbursement Agreement” effective January 14, 2014, entered into by and between the City and Original Owner, whereby all or a portion of the Actual Costs not paid to the Original Owner from Phase 1 Bonds were to be paid to the Original Owner from Phase 1 Assessments to reimburse the Original Owner for Actual Costs paid by the Original Owner, plus interest, that are eligible to be paid with Phase 1 Assessments.

“Phase 2” means Improvement Area #1C plus Improvement Area #2.

“Phase 2 Assessments” means Improvement Area #1C Assessments plus Improvement Area #2 Assessments.

“Phase 2 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1C and Improvement Area #2 Assessed Property.

“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.

“PID Establishment Costs” means the costs associated with forming the District, including but not limited to attorney fees, first year’s Administrative Expenses, and any other cost or expense incurred by the City directly associated with the establishment of the District.

“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 Administrative Expenses to the date of Prepayment.

“Public Improvements” means those public improvements authorized by Section 372.003 of the PID Act, constructed, and installed in accordance with this Amended and Restated Service and Assessment Plan, and any future updates and/or amendments, including improvements for Future Improvement Areas, for the benefit of Assessed Property within the District, as depicted on **Exhibit I-1, Exhibit I-2, Exhibit I-3, and Exhibit I-4** and described in **Section III**.

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

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

SECTION II: THE DISTRICT

The District includes approximately 548 acres located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit N-1**, and depicted on **Exhibit A-1**. Development of the District was originally anticipated to include 1,095 detached single-family residential Lots, and 11 non-residential Lots, per the 2015 SAP. The proposed development plan was revised to 1,077 detached single-family residential Lots, and 11 non-residential Lots, per the 2017 SAP Update.

Phase 1 includes approximately 163.668 acres located within the corporate limits of the City, as more particularly described and depicted on **Exhibit A-2**. Development of Phase 1 includes 29 Lots classified as Phase 1, Lot Type 2, 30 Lots classified as Phase 1, Lot Type 3, 122 Lots classified as Phase 1, Lot Type 4, 175 Lots classified as Phase 1, Lot Type 5, and 8 Lots classified as Phase 1, Lot Type 6.

Improvement Area #1C includes approximately 25.226 acres located within the corporate limits of the City, as more particularly described and depicted on **Exhibit A-3**. Development of Improvement Area #1C includes 41 Lots classified as Improvement Area #1C, Lot Type 4.

Improvement Area #2 includes approximately 61.374 acres located within the corporate limits of the City, as more particularly described and depicted on **Exhibit A-4**. Development of Improvement Area #2 includes 12 Lots classified as Improvement Area #2, Lot Type 2, 8 Lots classified as Improvement Area #2, Lot Type 3, 100 Lots classified as Improvement Area #2, Lot Type 5, and 93 Lots classified as Improvement Area #2, Lot Type 10.

Improvement Area #3 includes approximately 63.7679 acres located within the corporate limits of the City, as more particularly described on **Exhibit N-2**, and depicted on **Exhibit A-5**. Development of Improvement Area #3 is anticipated to include 99 Lots classified as Improvement Area #3, Lot Type 1, 77 Lots classified as Improvement Area #3, Lot Type 2, and 9 Lots classified as Improvement Area #3, Lot Type 3.

SECTION III: AUTHORIZED IMPROVEMENTS

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

A. Public Improvements

1. Major Improvements

▪ *Roadway Improvements*

The roadway improvements portion of the project consist of the construction of a Texas Department of Transportation (TxDOT) approved left turn lane re-striping along State Highway 205 to accommodate south bound left turns. This will provide access off of SH 205 into the PID by Via Toscana. This improvement will be constructed to TxDOT standards.

In addition, the roadway improvements portion of the project also includes construction of concrete paving of the extension of Via Toscana from the end of the residential areas to the south to League Road, and asphalt overlay of approximately 5,100 linear feet of the existing League Roadway to the west to State Highway 205. This is being done to provide a secondary access point to the project. This improvement will be constructed to Rockwall County standards (League Road is a County Roadway) and will be owned and maintained by the City of McLendon Chisholm and Rockwall County.

▪ *Water Distribution System Improvements*

The water distribution system improvements include 12" waterline to be constructed from RCH's waterline located on Edwards Road and extended to the west along League Road for a distance of approximately 1,895 linear feet to the intersection of Via Toscana and League Road. The waterline improvements will include connection to the exiting water-main, installation of associated 12" valves, fire hydrants, ductile iron fittings, erosion control, trench safety and waterline testing. All water improvements will be constructed according to City standards and specifications.

The PID is within the City limits. The City has a contract for water service from the RCH Water supply corporation who is a customer city of the North Texas Municipal Water District (NTMWD) and receives wholesale treated water through a major transmission line from the NTMWD Wylie water treatment plant. As a result, there will be no water treatment plant upgrades required.

▪ *Sanitary Sewer Collection System Improvements*

The sanitary sewer collection system improvements consist of constructing a lift station approximately 380 feet north of Via Toscana and 220' west of Hackberry Creek with a wet well and approximately 27,309 linear feet of 8" sanitary sewer force main and 2,303 linear feet of 8" and 12" sanitary sewer gravity line generally following the Right of Way of FM 550 to the west and connecting to the NTMWD Buffalo Creek Sewer Interceptor. Cutoff valves, air release valves and a pig launching and receiving station for the system will be

constructed in accordance with NTMWD and TCEQ regulations. The proposed lift station, wet-well and pumps are sized appropriately to accept and pump waste for Phase 1 and will be modified with additional pumps as future phases come online. The 8" force main and pumps were designed to maintain the 3.0 fps minimum velocity. The sanitary sewer collection system improvements will be designed and constructed according to City standards and specifications.

- *Storm Drainage Collection System Improvements*

The storm drainage collection system improvements consist of drainage improvements to support the installation of the left turn lane at Via Toscana and SH 205 and storm water detention capacity that benefits the entire project area. This includes underground re-enforced concrete sewer pipe, inlets and rock rip rap protection at outfalls. The storm drainage collection system improvements will be constructed according to City standards and specifications.

- *Soft Costs*

Costs related to designing, constructing, and installing the Major Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, and PID Establishment Costs.

2. Phase 1 Improvements

- *Road Improvements*

The roadway portion of the Phase 1 Improvements include the construction of 6,300 linear feet of a 37' wide, 3600-psi concrete curb and gutter pavement. The roadway construction will consist of grading, lime stabilization, striping, signage and erosion control measures during construction. Other roadway improvements within Phase 1 include construction of approximately 17,469 linear feet of 6" thick, 31-foot wide, concrete pavement with curb and gutter. The concrete will be 3,600 pounds per square inch (psi) strength. Excavation for the roadway will consist of 55,360 cubic yards of cut and fill. 68,260 square yards (sy) of pavement sub-grade will be lime stabilized and compacted. Turn lanes, intersections, signage, lighting and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each lot within Phase 1. All roadway projects will be designed and constructed in accordance with City standards and specifications.

- *Water Improvements*

The Phase 1 water distribution system improvements include:

- Water Line 1 - This project consists of constructing approximately 9,223 linear feet of

12" diameter water transmission main from the east entrance of Via Toscana at Highway 205 along Via Toscana and through the development to the southern edge of the project at League Road. The waterline will be constructed within the proposed right-of way (ROW) of Via Toscana. The waterline improvements will include connection to the 8" water-main at Hwy 205 and the 12" main at League Road, installation of Twenty Five 12" valves, 17 fire hydrants, five tons of ductile iron fittings, and associated erosion control, trench safety and waterline testing. The waterline will be designed and constructed in accordance with City standards and specification.

- **8" Water Line Segments** - These waterline improvements consists of constructing approximately 17,168 linear feet of 8" water line, associated 8" and 6" gate valves. One-inch diameter water services will be provided to each of the Parcels within Phase 1. All associated waterline testing, trench safety and erosion protection during construction are included. The waterline will be connected to the 12" water line constructed in Via Toscana. These lines will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Phase 1 and all lots within Phase 1.

- *Sanitary Sewer Improvements*

The sanitary sewer collection system improvements include:

- **Wastewater Line (12" Gravity Line)** – These improvements consists of constructing approximately 4,400 linear feet of 12" gravity sewer line along Via Toscana, crossing Hackberry Creek and flowing to the proposed lift station north of Via Toscana. This project will consist of constructing manholes, associated erosion control, trench safety and sewer line testing.
- **Wastewater Line (8" Gravity Line)** - These improvements include construction of 18,289 linear feet of 8" gravity sanitary sewer line that connect to the Via Toscana sewer trunk main. Construction includes connection at multiple points through 58 concrete manholes. Services to individual lots are by 4" gravity sewer services. Twenty five cleanouts will be constructed to facilitate maintenance.

All sanitary sewer collection system improvements will be designed and constructed in accordance with City standards and specifications.

- *Storm Drainage Improvements*

The storm drainage portion of the Phase 1 Improvements consist of underground storm sewer pipes, storm water detention pond and construction of a major culvert/ creek

crossing at Via Toscana and Hackberry Creek. The primary means of conveyance of storm drainage within Phase 1, is within roadways and underground storm drain pipes. The roadway pavement section incorporates the use of curbs with integrated drainage inlets to control runoff and conveyance of storm-water throughout the drainage basins associated with Phase 1. The system includes approximately 5,000 linear feet of underground reinforced concrete pipe (RCP) with associated headwalls, safety end treatments, manholes and storm sewer energy dissipaters at the points of discharge. All of the drainage areas within Phase 1 flow to a detention pond and subsequent release to Hackberry Creek. Excavation of the City required detention pond is included in the drainage improvements. In addition to the storm sewer improvements, a triple span 40' wide by 13' tall bolted structural plate arch system will be constructed over Hackberry Creek. This Drainage culvert will include precast headwalls. All storm drainage collection system improvements will be constructed in accordance with City standards and specifications.

- *Soft Costs*

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

3. Phase 2 Improvements

- *Road Improvements*

The Phase 2 roadway improvements include the construction of 850 linear feet of a 37-foot wide, 3600-psi concrete curb and gutter pavement. This section commences at the northern point of the main round-about near the main amenity center and continues northward through the first intersection at which point the road will become a 31-foot wide paving section. The roadway construction will consist of grading, lime stabilization, striping, signage and erosion control measures during construction. This project will be constructed to City standards and specifications and will be owned and maintained by the City. Other roadway improvements within Phase 2 include construction of interior streets consisting of 6" thick, 31-foot wide, concrete pavement with curb and gutter. The concrete will be 3,600 pounds per square inch (psi) strength. Excavation for the roadway subgrade will consist of cut and fill activities and all excavation filling activities will have compaction testing by a third party as a part of the construction process. Following excavation, the sub-grade will be lime stabilized and compacted. Turn lanes, intersections, signage, Accessible wheel chair ramps at intersections, lighting, street signs and re-vegetation of all disturbed areas within the right of way are included as a part of the Phase 2 roadway improvements. These roadway improvements include streets that

will provide access to each lot within Phase 2. Also, an asphalt overlay of the existing League Roadway from the southern end of Via Toscana Lane to the west to State Highway 205 will be completed. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. These projects will provide access to community roadways and state highways.

- *Water Improvements*

The Phase 2 water distribution system improvements include:

- **12" Water Line Segments** - This project consists of constructing approximately 7,100 linear feet of 12" diameter water transmission main along Cortona from the amenity center round-about to the Northern project boundary, and a second 12" line constructed from the Southern Via Toscana Round-about north along San Donato to Edwards Road. The waterline improvements will include connection to the watermains within the development and at Edwards Road for a completely looped system. In addition to the Waterlines, the improvements include the installation of twenty-five 12" valves, 24 fire hydrants, 7 tons of ductile iron fittings, and associated erosion control, trench safety and waterline testing. The line will be designed and constructed in accordance with City and TCEQ standards and specifications and will be owned and operated by the City.
- **8" Water Line Segments** - These waterline improvements consists of constructing 8" PVC water lines, fire hydrants, associated 8" and 6" gate valves. One-inch diameter water services will be provided to each of the 254 lots within Phase 2. All associated waterline testing, trench safety and erosion protection during construction are included. The waterline will be connected to the 12" water line constructed in Via Toscana, Cortona, and San Donato. These lines will be designed and constructed in accordance with City and TCEQ standards and specifications and will be owned and operated by the City. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Phase 2 and all lots within Phase 2.

- *Sanitary Sewer Improvements*

The Phase 2 sanitary sewer collection system improvements include:

- **Wastewater Line West (12" Gravity Line)** – These improvements consists of constructing approximately 4,400 linear feet of 12" gravity sewer line along Cortona, crossing Hackberry Creek and flowing to the existing lift station #1. This project will consist of constructing manholes, associated erosion control, trench safety and sewer line testing.

- Wastewater Line East (12" Gravity Line) – These improvements consists of constructing approximately 2,700 linear feet of 12" gravity sewer line flowing south along San Donato, connecting to the existing sanitary sewer main at Via Toscana south round-about and continuing to existing lift station #2. This project will consist of constructing manholes, associated erosion control, trench safety and sewer line testing.
- Wastewater Line (8" Gravity Line) - These improvements include construction of a series of 8" gravity sanitary sewer lines that connect to the various 12" trunk mains described above. Construction includes connection at multiple points through concrete manholes. Services to individual lots are by 4" gravity sewer services. Cleanouts will be constructed at the various upstream end runs to facilitate maintenance.

All sanitary sewer collection system improvements will be designed and constructed in accordance with City and TCEQ standards and specifications and will be owned and operated by the City. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Phase 2 and each of the 254 lots within Phase 2.

- *Storm Drainage Improvements*

The storm drainage portion of the Phase 2 Improvements consist of underground storm sewer pipes, storm water detention ponds and associated inlets, erosion control and Storm Water Pollution Prevention devices. The main means of conveyance of storm drainage within Phase 2 is within roadways and underground storm drain pipes. The roadway pavement section incorporates the use of curbs with integrated drainage inlets to control runoff and conveyance of storm-water throughout the drainage basins associated with Phase 2. The system includes approximately 3,500 linear feet of underground reinforced concrete pipe (RCP) with associated headwalls, safety end treatments, manholes and storm sewer energy dissipaters at the points of discharge. All of the drainage areas within Phase 2 will be designed in accordance with City drainage policy. Excavation of detention ponds and channel improvements are included in the drainage improvements. The drainage culvert will include precast headwalls. All storm drainage collection system improvements will be constructed in accordance with City standards and specifications.

- *Soft Costs*

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

4. Improvement Area #3 Improvements

- *Street*

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

- *Right of Way¹*

Within the dedicated streets, all public costs related to the acquisition of rights-of-way. The right of way improvements will provide benefit to each Lot within Improvement Area #3.

- *Water²*

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

- *Sewer*

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

- *Storm Drainage*

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

¹ Unless otherwise approved by the City Council, in the event Improvement Area #3 Bonds are not issued, rights-of-way acquisition, as defined in **Section III.A.4**, shall not be a reimbursable Authorized Improvement, but instead will be replaced by the Actual Costs of water improvements.

² Unless otherwise approved by the City Council, in the event Improvement Area #3 Bonds are issued, the water improvements, as defined in **Section III.A.4**, will be replaced by rights-of-way acquisition, which rights-of-way acquisition cost shall not exceed (i) the Actual Costs of water improvements, and (ii) the fair market value supported by an independent appraisal as required by Section 252.051 of the Texas Local Government Code.

- *Soft Costs*

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

B. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the capitalized interest payments on PID Bonds as reflected in an applicable Indenture.

- *Other Bond Issuance Costs*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds and the underwriter's attorney fees, and the costs of issuance 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 incurred by the City directly associated with the issuance of PID Bonds.

C. Other Costs

- *Initial Administrative Fund Deposit*

Equals the amount necessary to fund the first year's Administrative Expenses for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District.

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

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 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 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 Owner and all future Owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Original Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, determined the following:

Phase 1, Improvement Area #1C, and Improvement Area 2:

- The Major Improvements, Phase 1 Improvements, and Phase 2 Improvements costs were allocated to Phase 1, Improvement Area #1C and Improvement Area #2 on the basis of the relative values of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the PID Costs to Parcels similarly benefited.
- The City Council concluded that larger, more expensive homes were likely to be built on the larger Lots, and that larger, more expensive homes were likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council took into consideration: (i) the type of development (i. e. residential, commercial, etc.), (ii) single-family Lot sizes and the size of homes likely to be built on Lots of different sizes, (iii) current and projected homes prices

provided by the Original Owner, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.

- Phase 1, Improvement Area #1C and Improvement Area #2 were classified into different Land Use Classes as described in **Appendix A** based on the types and size of proposed development on each Parcel.
- Equivalent Units were calculated for each Land Use Class based on the relative value of each Land Use Class.
- The Major Improvements costs that benefit the Assessed Property were proportionally allocated to Phase 1, Improvement Area #1C and Improvement Area #2 based on the ratio of total Equivalent Units within each phase to total Equivalent Units estimated for the District.
- The Phase 1 Projects are allocated to each Parcel within the Phase 1 Assessed Property based on the total Equivalent Units estimated for each Parcel.
- The Phase 2 Projects are allocated to each Parcel with the Improvement Area #1C Assessed Property and the Improvement Area #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.

Improvement Area #3:

- The Major Improvements costs that benefit the Assessed Property were allocated to Improvement Area #3 Assessed Property based on the same methodology used to allocate such costs to Phase 1 and Improvement Area #2 to ensure equal shares of the costs of the Major Improvements are imposed to Parcels similarly benefitted in the same manner.
- Improvement Area #3 Projects shall be allocated 100% to Improvement Area #3 Assessed Property by spreading the entire Improvement Area #3 Assessment across all Improvement Area #3 Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #3 Assessed Property to the Estimated Buildout Value of all Improvement Area #3 Assessed Property. Currently, the Improvement Area #3 Initial Parcel is the only Parcel within Improvement Area #3, and as such, the Improvement Area #3 Initial Parcel is allocated 100% of the Improvement Area #3 Projects.

B. Assessments

The Phase 1 Assessment was levied on the Phase 1 Assessed Property in the amounts shown on the Phase 1 Assessment Roll, attached hereto as **Exhibit E-1**. The projected Phase 1 Annual Installments are shown on **Exhibit E-2**.

The Improvement Area #1C Assessment was levied on the Improvement Area #1C Assessed Property in the amount shown on the Improvement Area #1C Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1C Annual Installments are shown on **Exhibit F-2**.

The Improvement Area #2 Assessment was levied on the Improvement Area #2 Assessed Property in the amount shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**.

The Improvement Area #3 Assessment will be levied on the Improvement Area #3 Initial Parcel in the amount shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit H-2**. Upon division or subdivision of the Improvement Area #3 Initial Parcel, the Improvement Area #3 Assessment will be reallocated pursuant to **Section VI**. Collection of the Improvement Area #3 Annual Installment is deferred until the Improvement Area #3 Trigger Date has been reached for Improvement Area #3. If the Improvement Area #3 Trigger Date occurs on or before July 31st of the year of either (1) two years from the date of the levy of Improvement Area #3 Assessments, (2) the issuance of Improvement Area #3 Bonds, or (3) the date a final plat is approved by the City for any Assessed Property within Improvement Area #3, then Improvement Area #3 Assessments levied on Improvement Area #3 Assessed Property, including the Improvement Area #3 Annual Installments thereof, will be delinquent if not paid on or before the January 31st of the following year. If the Improvement Area #3 Trigger Date occurs after July 31st of the year of either (1) two years from the date of the levy of Improvement Area #3 Assessments, (2) the issuance of Improvement Area #3 Bonds, or (3) the date a final plat is approved by the City for any Assessed Property within Improvement Area #3, then Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property, including the Improvement Area #3 Annual Installment thereof, will be delinquent if not paid on or before the second January 31st after the Improvement Area #3 Trigger Date. Prior to the collection of the Improvement Area #3 Annual Installments, the City will collect Administrative Expenses as described in **Section V.D** and **Section V.F**.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Phase 1*

- The estimated costs of the Phase 1 Projects at the time the 2015 Assessment Ordinance was approved equaled \$13,105,036, as shown on **Exhibit B**;
- The Phase 1 Assessed Property receives special benefit from the Phase 1 Projects equal to or greater than the Actual Cost of the Phase 1 Projects;
- With the adoption of the 2015 Assessment Ordinance, the Phase 1 Assessed Property was allocated 100% of the Phase 1 Assessment levied for the Phase 1 Projects, which equals \$10,700,000.
- The special benefit ($\geq$ \$13,105,036) received by the Phase 1 Assessed Property from the Phase 1 Projects is greater than or equal to the amount of the Phase 1 Assessment (\$10,700,000) levied on Phase 1 Assessed Property for the Phase 1 Projects;
- At the time the City Council approved the 2015 SAP and 2015 Assessment Ordinance, the Original Owner owned 100% of the Phase 1 Assessed Property. The Original Owner acknowledged that the Phase 1 Projects confer a special benefit on the Phase 1 Assessed Property and consented to the imposition of the Phase 1 Assessments to pay for the Actual Costs associated therewith. The Original Owner has 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 2015 Assessment Ordinance; (2) the 2015 SAP and the 2015 Assessment Ordinance; and (3) the levying of the Phase 1 Assessment on the Phase 1 Assessed Property.
- *Phase 2*
 - The costs of the Phase 2 Projects at the time the 2017 Assessment Ordinance was approved equaled \$9,895,905, as shown on **Exhibit B**;
 - The Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property receive special benefit from the Phase 2 Projects equal to or greater than the Actual Cost of the Phase 2 Projects;
 - With the adoption of the 2017 Assessment Ordinance the Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property were allocated 100% of the Phase 2 Assessment levied for the Phase 2 Projects, which equals \$7,575,000.
 - The special benefit ($\geq$ \$9,895,905) received by the Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property from the Phase 2 Projects is equal to or greater than the amount of the Phase 2 Assessments

(\$7,575,000) levied on the Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property for the Phase 2 Projects;

- At the time the City Council approved the 2017 SAP Update and 2017 Assessment Ordinance, the Original Owner owned 100% of the Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property. The Original Owner acknowledged that the Phase 2 Projects confer a special benefit on the Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property and consented to the imposition of the Phase 2 Assessment to pay for the Actual Costs associated therewith. The Original Owner has 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 2017 Assessment Ordinance; (2) the 2017 SAP Update and the 2017 Assessment Ordinance; and (3) the levying of the Phase 2 Assessment on the Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property.
- *Improvement Area #3*
 - The costs of the Improvement Area #3 Projects equal \$6,734,128, as shown on **Exhibit B**;
 - The Improvement Area #3 Assessed Property receives special benefit from the Improvement Area #3 Projects equal to or greater than the Actual Cost of the Improvement Area #3 Projects;
 - The Improvement Area #3 Initial Parcel will be allocated 100% of the Improvement Area #3 Assessment levied for the Improvement Area #3 Projects, which equals \$5,935,000 as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit H-1**.
 - The special benefit ($\geq$ \$6,734,128) received by the Improvement Area #3 Initial Parcel from the Improvement Area #3 Projects is equal to or greater than the amount of the Improvement Area #3 Assessment (\$5,935,000) levied on the Improvement Area #3 Initial Parcel for the Improvement Area #3 Projects;
 - At the time the City Council approved the Amended and Restated Service and Assessment Plan, the Owner owned 100% of the Improvement Area #3 Initial Parcel. The Owner acknowledged that the Improvement Area #3 Projects confer a special benefit on the Improvement Area #3 Initial Parcel and consented to the imposition of the Improvement Area #3 Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the

Amended and Restated Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #3 Assessment on the Improvement Area #3 Initial Parcel.

D. Administrative Expenses

The Administrative Expenses shall be paid for annually by each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Administrative Expenses 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 PID Bonds may exceed the interest rate on the 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. Major Repair and Extraordinary Maintenance of Authorized Improvements

Administrative and operation expenses of the District shall include the expenses of major repair and extraordinary maintenance of the Authorized Improvements in order to operate and maintain the applicable Authorized Improvements in a manner consistent with the City's standards for similar public improvements throughout the City. The Annual Installments may include Administrative Expenses in an amount to pay such expenses.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

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

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

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 average buildout value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

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

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

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

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be reflected in the next Annual Service Plan Update and approved by the City Council. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

B. Mandatory Prepayment of Assessments

If an Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to the transfer. If the owner of an Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of PID 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 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.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council/Commissioner's Court shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event that PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, unless otherwise directed by the applicable Indenture. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the amount required to pay all 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 prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero 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; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination."

If an Assessment is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council/Commissioner's Court 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 E-2** shows the estimated Phase 1 Annual Installments, **Exhibit F-2** shows the estimated Improvement

Area #1C Annual Installments, **Exhibit G-2** shows the estimated Improvement Area #2 Annual Installments, and **Exhibit H-2** shows the estimated Improvement Area #3 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the filing of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Rockwall Central Appraisal District for each tax 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 Administrative Expenses for a given Assessment shall be paid for by 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 for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The collection of the initial Annual Installments of the Improvement Area #3 Assessments will begin upon occurrence of the Improvement Area #3 Trigger Date as described in **Section V.B** above.

Failure of an owner to receive an invoice for an Annual Installment on the property tax bill shall not relieve the owner of the responsibility for payment of the Assessment. Assessments, or

Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act.

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

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 will remain liable to pay in Annual Installments, or payable as otherwise provided by this 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 Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

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

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 of 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 on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner 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 Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

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

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

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

The Improvement Area #3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 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 approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner, the Administrator shall provide a written response to the City Council and the owner within 30 days of such receipt. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 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 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 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 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 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 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 Amended and Restated Service and Assessment Plan. Interpretations of this 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 their successors and assigns.

D. Severability

If any provision of this 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.

EXHIBITS

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

Exhibit A-1	Concept Plan for the District
Exhibit A-2	Final Plats for Phase 1
Exhibit A-3	Final Plat for Improvement Area #1C
Exhibit A-4	Final Plat for Improvement Area #2
Exhibit A-5	Final Plats for Improvement Area #3
Exhibit B	Authorized Improvements
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E-1	Phase 1 Assessment Roll
Exhibit E-2	Phase 1 Annual Installments
Exhibit F-1	Improvement Area #1C Assessment Roll
Exhibit F-2	Improvement Area #1C Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H-1	Improvement Area #3 Assessment Roll
Exhibit H-2	Improvement Area #3 Annual Installments
Exhibit I-1	Maps of Major Improvements
Exhibit I-2	Maps of Phase 1 Improvements
Exhibit I-3	Maps of Phase 2 Improvements
Exhibit I-4	Maps of Improvement Area #3 Improvements
Exhibit J-1	Assessment Spread
Exhibit J-2	Land Use Class to Lot Type Conversion
Exhibit K	Form of Notice of PID Assessment Termination
Exhibit L-1	Debt Service Schedule for Improvement Area #2 Bonds
Exhibit L-2	Debt Service Schedule for Phase 1 Refunding and Improvement Bonds
Exhibit L-3	Debt Service Schedule for Improvement Area #3 Bonds
Exhibit M-1	Homebuyer Disclosure for Phase 1, Lot Type 2
Exhibit M-2	Homebuyer Disclosure for Phase 1, Lot Type 3
Exhibit M-3	Homebuyer Disclosure for Phase 1, Lot Type 4
Exhibit M-4	Homebuyer Disclosure for Phase 1, Lot Type 5
Exhibit M-5	Homebuyer Disclosure for Phase 1, Lot Type 6
Exhibit M-6	Homebuyer Disclosure for Improvement Area #1C, Lot Type 4
Exhibit M-7	Homebuyer Disclosure for Improvement Area #2, Lot Type 2

- Exhibit M-8** Homebuyer Disclosure for Improvement Area #2, Lot Type 3
- Exhibit M-9** Homebuyer Disclosure for Improvement Area #2, Lot Type 5
- Exhibit M-10** Homebuyer Disclosure for Improvement Area #2, Lot Type 10
- Exhibit M-11** Homebuyer Disclosure for Improvement Area #3, Lot Type 1
- Exhibit M-12** Homebuyer Disclosure for Improvement Area #3, Lot Type 2
- Exhibit M-13** Homebuyer Disclosure for Improvement Area #3, Lot Type 3
- Exhibit N-1** District Legal Description
- Exhibit N-2** Improvement Area #3 Legal Description

APPENDICES

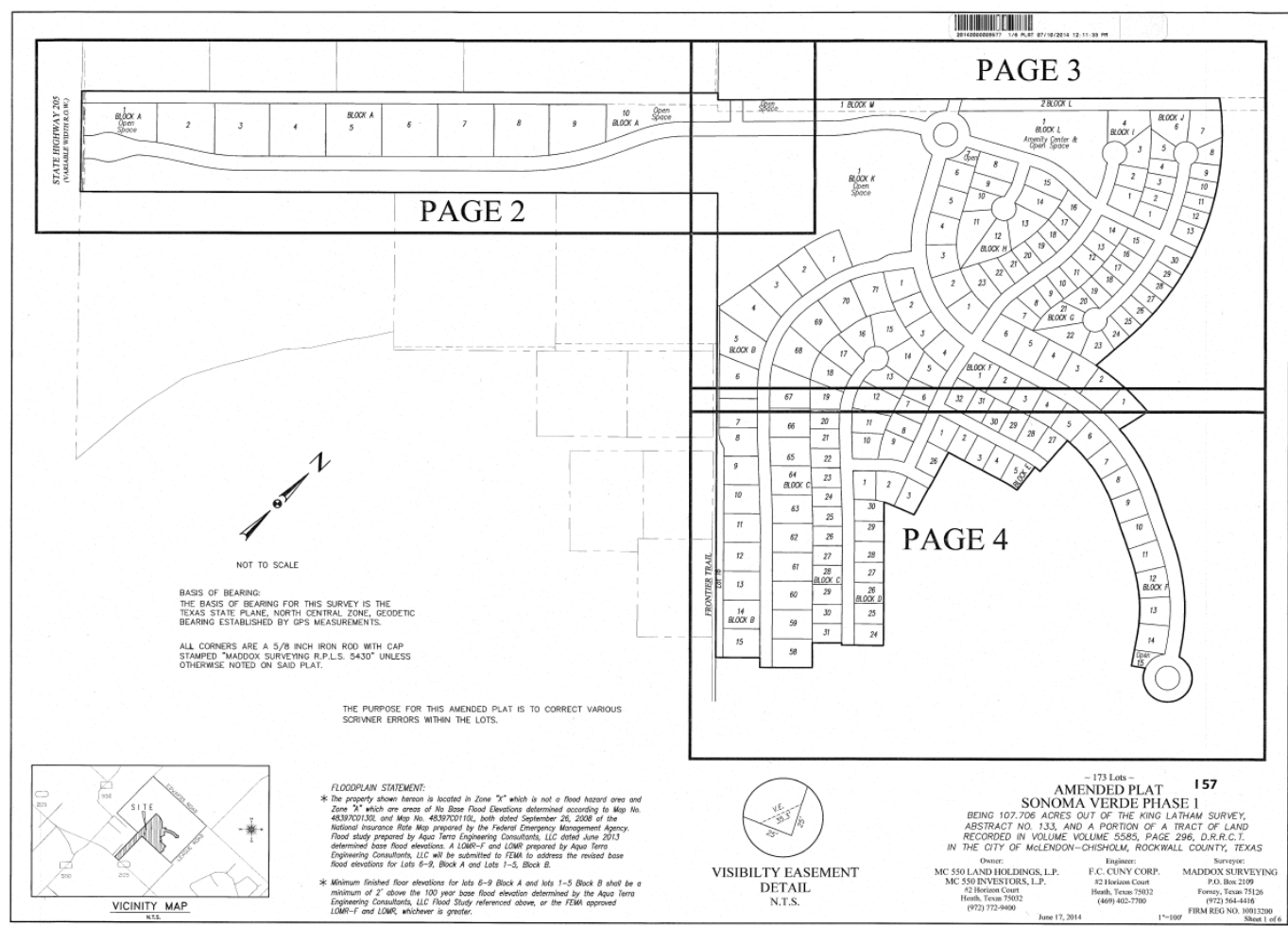
The following Appendices are attached to and made a part of this Amended and Restated Service and Assessment Plan for all purposes:

- Appendix A** Equivalent Units in Phase 1 and Phase 2
- Appendix B** Improvement Area #3 Engineer's Report
- Appendix C** Payment of Additional Bonds Proceeds to ORIX Under the Phase 1 Reimbursement Agreement

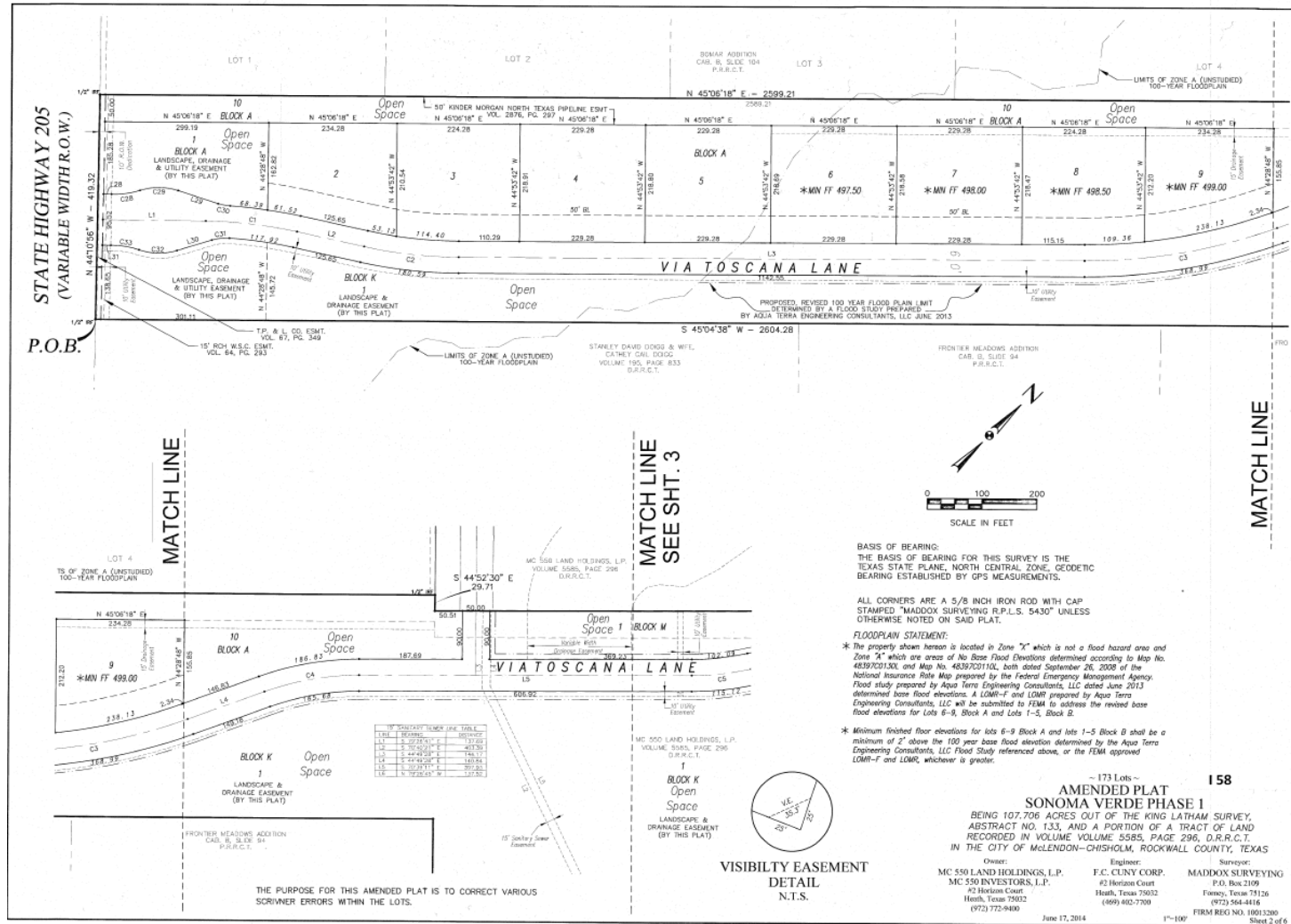
EXHIBIT A-1 – CONCEPT PLAN FOR THE DISTRICT



EXHIBIT A-2 – FINAL PLAT FOR PHASE 1

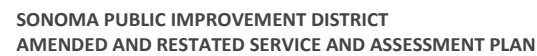


SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN





CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	800.00	122°12'44"	187.88	S 81°53'58" W	187.51
C2	800.00	122°58'48"	174.58	N 51°18'36" E	173.71
C3	1000.00	207°31'33"	358.24	N 34°48'51" E	356.33
C4	500.00	201°15'53"	176.38	S 32°39'01" W	175.35
C5	500.00	128°44'44"	108.61	N 38°31'55" E	108.39
C6	500.00	29°35'03"	258.18	S 4°05'48" W	255.53
C7	500.00	27°11'28"	149.37	N 72°29'05" E	144.04
C8	500.00	181°73'33"	85.78	N 79°55'59" E	85.38
C9	500.00	27°03'10"	82.78	N 16°08'31" E	82.48
C10	500.00	194°48'08"	103.51	N 01°28'58" W	103.00
C11	680.00	23°55'11"	288.08	N 67°18'01" E	285.87
C12	680.00	192°28'17"	234.69	N 70°01'51" W	233.58
C13	880.00	21°17'19"	364.13	N 28°51'28" W	362.04
C14	880.00	28°58'27"	444.27	N 68°13'36" W	440.47
C15	500.00	162°15'52"	686.41	S 67°14'01" E	638.17
C16	800.00	42°51'03"	598.31	S 85°11'22" E	584.46
C17	800.00	29°34'49"	413.01	S 48°58'27" E	408.44
C18	800.00	2°45'58"	38.52	N 75°40'43" E	38.52
C19	500.00	122°22'09"	187.94	N 78°37'00" E	187.73
C20	500.00	27°20'02"	92.16	N 89°27'29" E	96.21
C21	299.88	47°15'29"	247.32	S 21°11'59" E	240.37
C22	685.00	212°14'41"	25.58	S 42°56'31" E	25.58
C23	1335.80	212°14'41"	51.35	S 42°56'31" E	51.35
C24	500.00	27°20'25"	238.59	S 23°07'22" W	236.53
C25	440.00	54°15'10"	416.63	S 17°40'25" E	401.24
C26	1000.00	212°14'41"	38.47	S 42°56'31" E	38.46
C27	1000.00	212°14'41"	38.47	S 42°56'31" E	38.46
C28	151.01	207°44'10"	52.80	N 38°18'24" E	52.63
C29	111.50	36°20'35"	70.22	S 42°01'57" W	69.55
C30	88.50	163°27'33"	22.59	N 42°53'13" E	22.53
C31	88.50	21°53'13"	35.25	S 42°53'13" E	35.25
C32	111.50	36°10'11"	70.39	N 45°47'42" E	69.22
C33	151.01	185°33'58"	52.45	S 3°59'48" W	52.18
C34	58.50	21°42'50"	22.87	S 42°56'31" E	22.54
C35	40.50	20°35'33"	14.56	N 29°12'22" E	14.48
C36	690.00	2°08'57"	75.81	S 10°31'27" W	75.81
C37	690.00	131°24'33"	159.12	S 18°15'08" W	158.73
C38	470.00	62°8'12"	53.21	S 58°38'44" W	53.18
C39	100.00	86°01'28"	91.78	S 7°54'52" E	83.93
C40	530.00	192°33'58"	179.40	S 38°44'52" E	178.54
C41	525.00	131°24'41"	121.07	S 18°12'08" W	120.80
C42	1025.00	6°39'14"	11.76	N 42°12'01" W	11.20
C43	1025.00	133°01'01"	27.73	N 48°16'08" W	27.73
C44	975.00	6°54'20"	15.41	S 48°35'28" E	15.41
C45	975.00	171°54'	22.09	S 48°29'31" E	22.09
C46	655.00	144°40'30"	167.76	S 62°43'50" E	167.31
C47	359.89	201°14'10"	63.11	N 38°18'24" E	62.81
C48	310.00	2°10'33"	49.69	N 45°57'27" W	49.68
C49	680.00	2°12'14"	26.94	S 42°56'31" E	26.94
C50	1360.00	6°48'50"	23.28	N 42°16'51" W	23.28
C51	1360.00	1°13'24"	29.04	N 48°25'57" W	29.04
C52	1190.00	0°33'27"	11.58	N 42°03'08" W	11.58
C53	1190.00	2°09'48"	44.99	S 42°52'49" E	44.98
C54	810.00	0°37'59"	8.95	S 48°43'39" E	8.95
C55	810.00	1°34'15"	22.21	S 42°53'52" E	22.21
C56	620.00	4°59'42"	21.79	S 42°18'09" E	21.79
C57	250.00	27°30'11"	120.00	S 26°03'13" E	118.86
C58	250.00	21°42'13"	84.36	S 01°28'29" E	84.36
C59	310.00	1°15'53"	64.38	S 15°24'08" W	64.26
C60	310.00	15°28'32"	83.50	S 29°04'19" W	83.30
C61	310.00	2°57'17"	16.89	S 22°54'41" W	16.89
C62	655.00	10°08'21"	115.93	S 72°13'00" E	115.78
C63	655.00	71°33'53"	82.51	S 73°46'42" E	82.46
C64	655.00	41°18'58"	49.53	S 72°21'12" E	49.52

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C65	655.00	9°48'29"	66.40	S 84°33'58" E	66.37
C66	655.00	0°56'46"	11.39	S 87°55'34" E	11.39
C67	655.00	10°49'09"	123.68	N 86°09'59" E	123.50
C68	500.00	8°41'47"	58.44	S 71°43'23" E	58.40
C69	500.00	2°14'46"	19.60	S 28°11'59" E	19.60
C70	500.00	74°37'31"	68.01	S 31°12'50" E	67.88
C71	500.00	71°6'30"	25.39	S 49°05'43" E	25.38
C72	200.00	0°46'52"	34.14	S 52°32'23" W	34.10
C73	355.00	0°43'34"	11.42	N 34°48'30" E	11.42
C74	755.00	1°08'34"	15.46	N 74°53'04" E	15.46
C75	685.00	1°37'58"	22.47	N 75°13'34" E	22.47
C76	930.00	1°23'08"	12.81	N 78°14'33" E	12.81
C77	645.00	3°43'11"	41.88	S 79°15'50" W	41.87
C78	645.00	4°40'13"	52.57	S 79°42'25" W	52.56
C79	645.00	8°50'45"	99.88	S 82°25'54" W	99.48
C80	645.00	8°40'34"	97.67	S 81°27'47" W	97.58
C81	470.00	0°57'20"	7.85	N 73°38'19" E	7.85
C82	150.00	14°29'00"	37.82	S 30°55'11" E	37.82
C83	50.00	17°48'36"	15.54	N 11°51'02" E	15.48
C84	835.00	6°19'22"	91.17	N 14°22'12" E	91.13
C85	835.00	5°32'25"	80.74	N 08°28'10" W	80.71
C86	835.00	5°28'05"	79.20	N 02°58'04" W	79.17
C87	635.00	5°18'02"	76.76	S 62°31'58" W	76.73
C88	835.00	4°56'14"	71.95	N 15°01'46" W	71.93
C89	835.00	4°07'14"	60.05	N 10°30'02" W	60.04
C90	835.00	4°08'32"	60.37	N 08°23'09" W	60.35
C91	835.00	4°11'10"	61.01	N 02°12'18" W	60.99
C92	835.00	4°18'18"	62.01	N 02°09'56" W	62.00
C93	635.00	5°07'25"	12.49	N 04°34'17" E	12.49
C94	200.00	0°17'48"	4.53	S 0°40'12" W	4.53
C95	200.00	2°15'33"	35.25	S 71°13'00" E	35.25
C96	200.00	1°15'20"	4.38	S 10°44'22" E	4.38
C97	200.00	12°48'08"	69.01	S 01°28'58" E	68.86
C98	835.00	2°30'25"	152.74	S 18°24'44" E	152.66
C99	835.00	6°43'40"	98.05	N 31°53'32" W	97.99
C100	835.00	12°42'25"	185.32	N 41°38'51" W	184.94
C101	835.00	4°09'35"	60.64	N 50°03'10" W	60.63
C102	835.00	4°56'14"	71.95	N 23°23'53" W	71.93
C103	835.00	4°11'33"	61.10	N 23°52'46" W	61.08
C104	835.00	4°11'33"	61.10	N 22°09'19" W	61.08
C105	835.00	4°11'33"	61.10	N 36°20'51" W	61.08
C106	835.00	6°22'05"	121.85	N 42°31'40" W	121.84
C107	835.00	5°19'17"	77.55	N 48°28'21" W	77.52
C108	300.00	10°42'10"	56.04	N 12°28'49" E	55.86
C109	300.00	1°43'38"	9.04	N 08°15'55" E	9.04
C110	545.00	2°22'32"	32.11	N 10°55'29" E	32.10
C111	545.00	6°59'15"	66.47	N 04°44'25" E	66.43
C112	545.00	6°59'15"	66.47	N 01°14'40" W	66.42
C113	545.00	6°59'11"	66.45	N 08°13'53" W	66.43
C114	545.00	8°43'20"	82.87	N 10°03'09" E	82.89
C115	545.00	8°31'34"	82.57	N 17°41'03" W	82.55
C116	545.00	10°10'51"	96.86	N 08°49'48" W	96.73
C117	545.00	12°21'03"	169.04	N 05°45'15" E	164.41
C118	345.00	34°24'56"	207.20	S 80°09'24" E	204.10
C119	345.00	17°12'18"	103.60	S 88°36'33" E	103.21
C120	345.00	17°12'18"	103.60	S 71°24'15" E	103.21
C121	345.00	33°45'03"	203.23	S 45°55'35" E	200.30
C122	345.00	17°12'18"	103.60	S 44°17'57" E	103.21
C123	345.00	16°52'42"	99.63	S 37°12'20" E	99.28
C124	965.00	6°18'36"	106.28	N 76°33'28" E	106.22
C125	965.00	0°05'28"	15.97	N 73°48'53" E	15.97
C126	965.00	4°33'20"	76.73	N 78°34'17" E	76.71
C127	315.00	1°31'05"	8.35	S 24°50'22" W	8.35
C128	665.00	0°31'59"	10.68	S 81°08'04" E	10.05

LINE	BEARING	DISTANCE
L1	N 48°31'12" E	187.83
L2	N 57°32'35" E	125.65
L3	N 49°04'38" E	1142.55
L4	N 26°33'05" E	148.19
L5	S 44°44'56" W	608.92
L6	N 41°53'19" E	487.18
L7	S 39°06'41" E	107.25
L8	N 20°51'12" W	384.07
L9	N 11°29'07" W	126.96
L10	N 08°24'08" W	185.86
L11	N 08°24'08" W	218.40
L12	S 39°03'53" E	328.36
L13	N 73°12'30" E	358.10
L14	S 63°45'50" E	225.38
L15	S 38°11'54" E	140.10
L16	N 73°12'30" E	360.77
L17	N 43°22'48" E	158.69
L18	N 73°12'30" E	107.79
L19	S 02°25'01" W	37.30
L20	S 44°50'24" E	62.10
L21	S 47°02'39" E	317.12
L22	S 44°50'24" E	495.09
L23	S 38°43'55" W	165.89
L24	S 08°27'10" W	84.66
L25	S 44°50'24" E	196.28
L26	S 47°02'39" E	317.12
L27	S 44°50'24" E	588.29
L28	N 48°38'05" E	44.61
L29	S 29°03'53" E	302.01
L30	N 27°42'36" E	67.85
L31	S 42°11'47" W	15.44
L32	N 63°11'54" E	26.88
L33	N 29°03'53" E	67.85
L34	S 29°03'53" E	115.90
L35	N 29°03'53" E	115.90
L36	N 14°57'36" E	3.97
L37	S 53°15'39" E	5.10
L38	S 38°43'55" W	84.17
L39	S 47°02'39" E	37.35
L40	S 44°50'24" E	12.66
L41	N 36°47'55" E	39.05
L42	N 18°22'29" W	140.98



VISIBILITY EASEMENT DETAIL N.T.S.

THE PURPOSE FOR THIS AMENDED PLAT IS TO CORRECT VARIOUS
SCORNER ERRORS WITHIN THE LOTS.

FLOODPLAIN STATEMENT:

* The property shown herein is located in Zone "X" which is not a flood hazard area and Zone "X" which are areas of No Base Flood Elevations determined according to Map No. 483970130L and Map No. 483970110L, both dated September 26, 2008 of the National Insurance Rate Map prepared by the Federal Emergency Management Agency. Flood study prepared by Aqua Terra Engineering Consultants, LLC dated June 2013 determined base flood elevations. A LOMR-F and LOMR prepared by Aqua Terra Engineering Consultants, LLC will be submitted to FEMA to address the revised base flood elevations for Lots 6-9, Block A and Lots 1-5, Block B.

* Minimum finished floor elevations for lots 6-9 Block A and lots 1-5 Block B shall be a minimum of 2' above the 100 year base flood elevation determined by the Aqua Terra Engineering Consultants, LLC Flood Study referenced above, or the FEMA approved LOMR-F and LOMR, whichever is greater.

BASE OF BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS THE
BASIS STATE PLANE, NORTH CENTRAL ZONE, GEODETIC
BEARING ESTABLISHED BY GPS MEASUREMENTS.

ALL CORNERS ARE A 5/8 INCH IRON ROD WITH CAP
STAMPED "MADDOX SURVEYING R.P.L.S. 5430" UNLESS
OTHERWISE NOTED ON SAID PLAT.

— 173 Lots —
AMENDED PLAT
SONOMA VERDE PHASE I
BEING 107.708 ACRES OUT OF THE KING LATHAM SURVEY,
ABSTRACT NO. 133, AND A PORTION OF A TRACT OF LAND
RECORDED IN VOLUME VOLUME 5585, PAGE 296, D.R.C.T.
IN THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS

Owner: MC 550 LAND HOLDINGS, L.P.
MC 550 INVESTORS, L.P.
42 Horizon Court
Heath, Texas 75032
(972) 772-9400

Engineer: F.C. CUNY CORP.
Heath, Texas 75032
(972) 564-4416
FIRM REG NO. 16011206

Surveyor: MADDOX SURVEYING
P.O. Box 2109
Forsyth, Texas 75126
(972) 564-4416
FIRM REG NO. 16011206

June 17, 2014 1"=100' Sheet 3 of 6

SONOMA PUBLIC IMPROVEMENT DISTRICT AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAT

LEGAL DESCRIPTION

WHEREAS, MC 550 Land Holdings, L.P. and MC 550 Investors L.P. are the owners of a tract of land recorded in Volume 5585, Page 296, and Volume 7057, Page 114 of the Deed Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLeod-Chisholm, Rockwall County, Texas, said description being a portion of said MC 550 Land Holdings L.P. tract and all of said MC 550 Investors L.P. tract, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the northeast line of State Highway 205 for the south corner of said MC 550 Land Holdings tract recorded in Volume 5585, Page 296 and the west corner of tract of land described in the deed to Stanley and Cathy Dugg recorded in Volume 195, Page 833 of said Deed Records;

THENCE North 44 degrees 10 minutes 56 seconds West, along the northeast line of said State Highway 205 and the southwest line of said MC 550 Land Holdings tract recorded in Volume 5585, Page 296, a distance of 419.32 feet to a 1/2 inch iron rod found for corner;

THENCE North 45 degrees 06 minutes 18 seconds East, along the northeast line of said MC 550 Land Holdings tract recorded in Volume 5585, Page 296, a distance of 2,999.21 feet to a 1/2 inch iron rod found for the east corner of Blom Addition, an addition to the City of McLeod-Chisholm, Rockwall County, Texas recorded in Cabinet 9, Side 104 of the Plat Records of Rockwall County, Texas;

THENCE North 44 degrees 52 minutes 30 seconds East, along the southwest line of said MC 550 Land Holdings tract recorded in Volume 5585, Page 296, a distance of 29.71 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set for corner;

THENCE North 44 degrees 44 minutes 56 seconds East, through the interior of said MC 550 Land Holdings tract recorded in Volume 5585, Page 296, a distance of 2,048.54 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set for the beginning of a non-tangent curve to the right;

THENCE in a southeasterly direction along said curve to the right, having a radius of 1,125.00 feet, a central angle of 57 degrees 34 minutes 13 seconds, a chord which bears South 24 degrees 07 minutes 52 seconds East, a chord distance of 1,083.44 feet, and an arc length of 1,330.39 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

THENCE South 03 degrees 59 minutes 42 seconds West, a distance of 154.95 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set at the beginning of a non-tangent curve to the right;

THENCE in a northeasterly direction along said curve to the right, having a radius of 965.00 feet, a central angle of 17 degrees 00 minutes 59 seconds, a chord which bears North 87 degrees 21 minutes 27 seconds East, a chord distance of 285.94 feet, and an arc length of 285.60 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the beginning of a non-tangent curve to the right;

THENCE in a southeasterly direction along said curve to the right, having a radius of 1,415.00 feet, a central angle of 09 degrees 30 minutes 28 seconds, a chord which bears South 12 degrees 13 minutes 09 seconds West, a chord distance of 135.97 feet, and an arc length of 136.02 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the beginning of a non-tangent curve to the right;

THENCE in a southeasterly direction along said curve to the right, having a radius of 830.00 feet, a central angle of 21 degrees 24 minutes 33 seconds, a chord which bears South 74 degrees 28 minutes 07 seconds East, a chord distance of 308.34 feet, and an arc length of 310.14 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

THENCE South 63 degrees 45 minutes 50 seconds East, a distance of 225.38 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set at the beginning of a curve to the right;

THENCE in a southeasterly direction along said curve to the right, having a radius of 830.00 feet, a central angle of 29 degrees 34 minutes 46 seconds, a chord which bears South 48 degrees 58 minutes 27 seconds East, a chord distance of 423.75 feet, and an arc length of 428.49 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

THENCE South 34 degrees 11 minutes 04 seconds East, a distance of 44.71 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set at the beginning of a non-tangent curve to the right;

THENCE along said curve to the right, having a radius of 100.00 feet, a central angle of 266 degrees 08 minutes 11 seconds, a chord which bears South 28 degrees 20 minutes 29 seconds West, a chord distance of 146.11 feet, and an arc length of 464.50 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

THENCE South 54 degrees 55 minutes 55 seconds West, a distance of 57.81 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE North 34 degrees 11 minutes 04 seconds West, a distance of 117.49 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set at the beginning of a curve to the left;

THENCE in a northeasterly direction along said curve to the left, having a radius of 645.00 feet, a central angle of 29 degrees 34 minutes 46 seconds, a chord which bears North 48 degrees 58 minutes 27 seconds West, a chord distance of 529.30 feet, and an arc length of 332.89 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

THENCE North 63 degrees 45 minutes 50 seconds West, a distance of 225.38 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for the beginning of a curve to the left;

THENCE in a northeasterly direction along said curve to the left, having a radius of 645.00 feet, a central angle of 30 degrees 26 minutes 06 seconds, a chord which bears North 78 degrees 58 minutes 53 seconds West, a chord distance of 338.60 feet, and an arc length of 342.02 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

THENCE South 04 degrees 11 minutes 56 seconds East, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set at the beginning of a non-tangent curve to the left;

THENCE in a southeasterly direction along said curve to the left, having a radius of 475.00 feet, a central angle of 03 degrees 21 minutes 31 seconds, a chord which bears South 59 degrees 07 minutes 18 seconds West, a chord distance of 27.84 feet, and an arc length of 27.94 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

THENCE South 07 degrees 33 minutes 27 seconds East, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for the beginning of a non-tangent curve to the left;

THENCE in a southeasterly direction along said curve to the left, having a radius of 350.00 feet, a central angle of 08 degrees 58 minutes 07 seconds, a chord which bears South 77 degrees 57 minutes 29 seconds West, a chord distance of 15.41 feet, and an arc length of 55.57 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

THENCE South 73 degrees 12 minutes 30 seconds West, a distance of 265.04 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 16 degrees 47 minutes 30 seconds East, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 73 degrees 12 minutes 30 seconds West, a distance of 0.93 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 16 degrees 47 minutes 30 seconds East, a distance of 125.10 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 68 degrees 44 minutes 45 seconds West, a distance of 111.76 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set at the beginning of a curve to the left;

THENCE in a southeasterly direction along said curve to the left, having a radius of 200.00 feet, a central angle of 06 degrees 18 minutes 56 seconds, a chord which bears South 65 degrees 30 minutes 17 seconds West, a chord distance of 22.03 feet, and an arc length of 22.05 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

THENCE South 44 degrees 50 minutes 24 seconds East, a distance of 598.46 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 45 degrees 22 minutes 28 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE North 44 degrees 50 minutes 24 seconds West, a distance of 6.91 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 45 degrees 12 minutes 00 seconds West, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 44 degrees 50 minutes 24 seconds East, a distance of 122.42 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 45 degrees 12 minutes 00 seconds West, a distance of 215.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE North 44 degrees 50 minutes 24 seconds East, a distance of 40.28 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 45 degrees 12 minutes 00 seconds West, a distance of 180.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set in the southwest line of said MC 550 Land Holdings tract recorded in Volume 5585, Page 296;

THENCE North 44 degrees 50 minutes 24 seconds West, along the southwest line of said MC 550 Land Holdings tract recorded in Volume 5585, Page 296, a distance of 1,936.48 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 45 degrees 04 minutes 38 seconds West, along the southwest line of said MC 550 Land Holdings tract recorded in Volume 5585, Page 296, a distance of 2,604.28 feet to the PLACE OF BEGINNING and containing 4,881,579 square feet or 107,706 acres of land.

APPROVED

I hereby certify that the above and foregoing plat of SONOMA VERDE PHASE 1 to the City of McLeod-Chisholm, Texas was approved by the Mayor of the City of McLeod-Chisholm on the _____ day of _____, 2014.

This approval shall be invalid unless the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one year from said date of final approval. An extension may be granted by the City Council.

Said Addition shall be subject to all the requirements of the Planning Ordinance of the City of McLeod-Chisholm.

Witness my hand this _____ day of _____, 2014.

Mayor
City of McLeod-Chisholm, Texas
Ray L. Moody
Date *July 9, 2014*

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY, THAT I PREPARED THIS SURVEY PLAT SHOWN HEREON FROM AN ACTUAL SURVEY ON THE GROUND BY ME AND THAT ALL CORNERS ARE MARKED, AND THAT ALL DIMENSIONS SHOWN THEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND FURTHERMORE THERE ARE NO ENCROACHMENTS, PROTRUSIONS, IMPROVEMENTS, EASEMENTS, RIGHT-OF-WAY, OR 100 YEAR FLOOD PLAIN AFFECTING THE PROPERTY EXCEPT AS SHOWN THEREON.

WITNESS UNDER MY HAND THIS 7th DAY OF July, 2014.

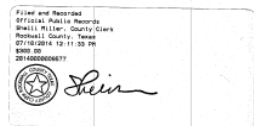
Brian J. Maddox
BRIAN J. MADDOX, R.P.L.S. NO. 5430

STATE OF TEXAS
COUNTY OF KAUWKAU

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, BRIAN J. MADDOX, KNOWN TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7th DAY OF July, 2014.

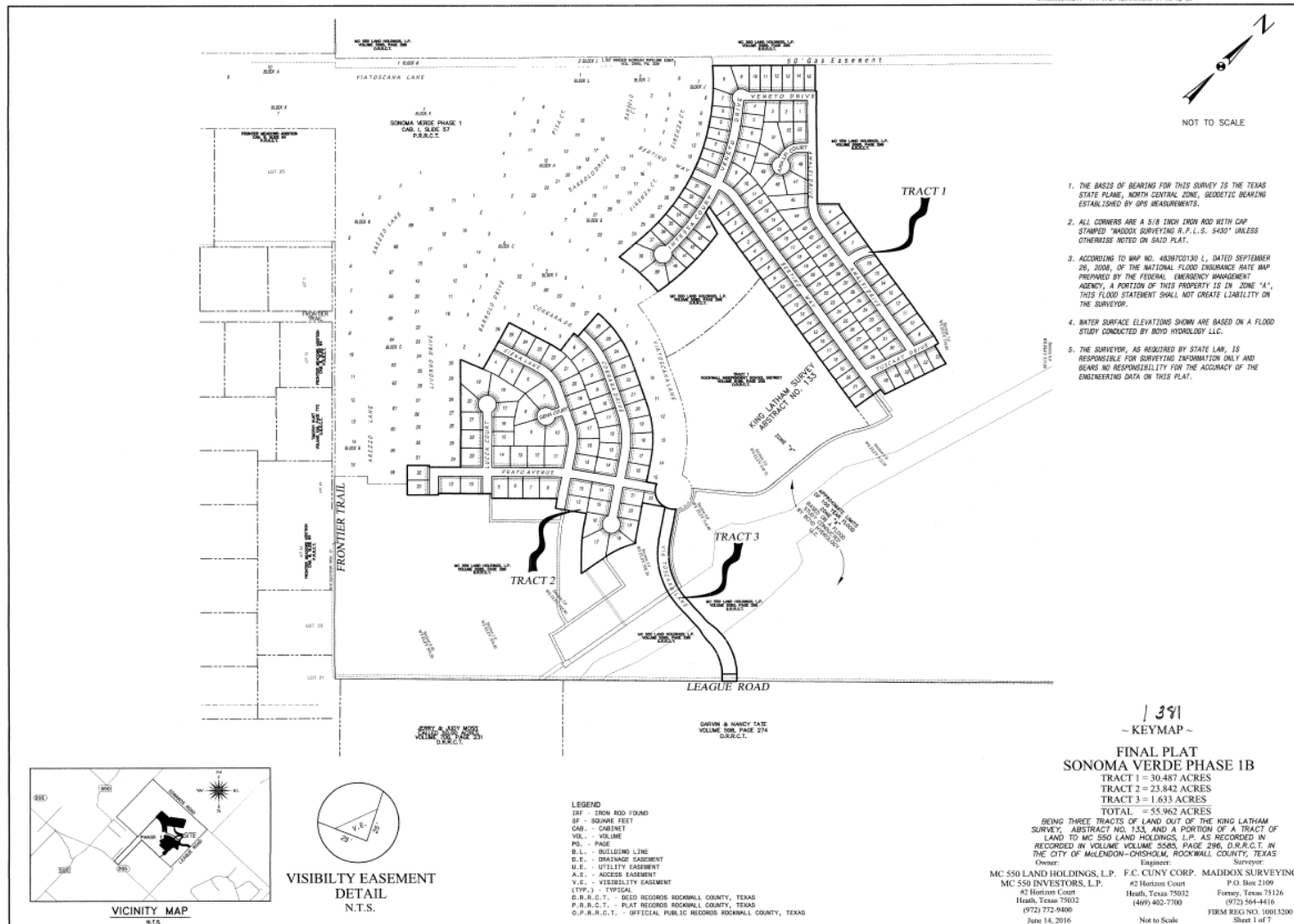
Alison M. Stinner
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



THE PURPOSE FOR THIS AMENDED PLAT IS TO CORRECT VARIOUS SCRIBER ERRORS WITHIN THE LOTS.

~ 173 Lots ~
**AMENDED PLAT
SONOMA VERDE PHASE 1**
BEING 107.706 ACRES OUT OF THE KING LATHAM SURVEY, ABSTRACT NO. 133, AND A PORTION OF A TRACT OF LAND RECORDED IN VOLUME 5585, PAGE 296, D.R.C.T. IN THE CITY OF McLEOD-CHISHOLM, ROCKWALL COUNTY, TEXAS
Owner: MC 550 LAND HOLDINGS, L.P.
MC 550 INVESTORS, L.P.
12 Horton Court
Heath, Texas 75032
(972) 772-9480
Engineer: F.C. CUNY CORP.
12 Horton Court
Heath, Texas 75032
(409) 402-7700
Surveyor: MADDOX SURVEYING
P.O. Box 2109
Forsyth, Texas 75126
(972) 564-4416
FIRM REG NO. 10013200
Sheet # of 6

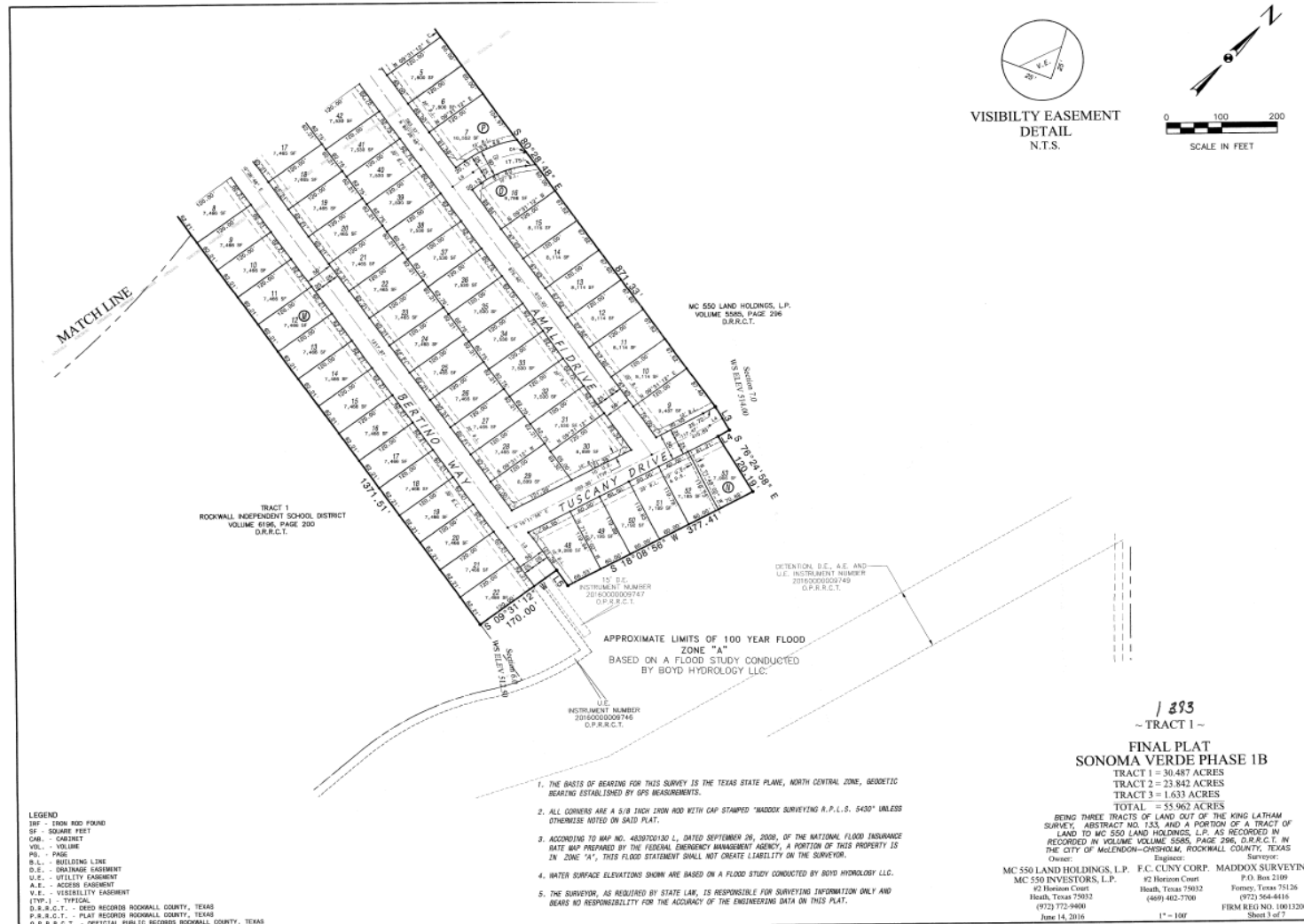
SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



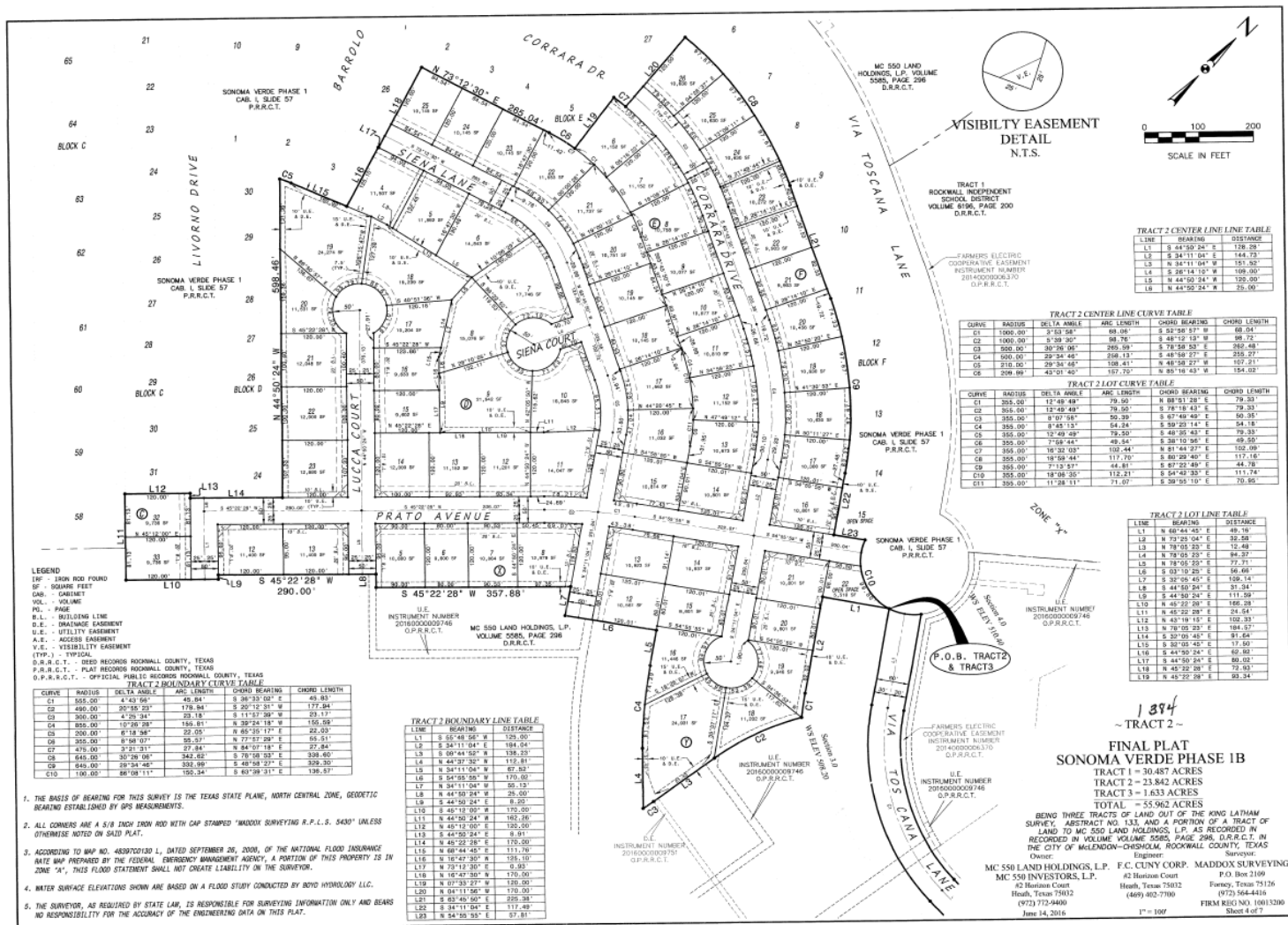
SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



**SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN**





LEGAL DESCRIPTION: TRACT 1			
WHEREAS, MC 550 Land Holdings, L.P. is the owner of a tract of land recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chishole and Rockwall County, Texas, and being more particularly described as follows:	THENCE South 73 degrees 13 minutes 44 seconds East, a distance of 134.89 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;	THENCE North 44 degrees 37 minutes 32 seconds West, a distance of 112.81 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;	THENCE North 16 degrees 47 minutes 30 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the north corner of Lot 6, Block E of said Sonoma Verde Phase 1;
BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the north corner of Lot 7, Block J of Sonoma Verde Phase 1 an addition to the City of McLendon-Chishole as recorded in Cabinet 1, Slide 57 of the Plat Records Rockwall County, Texas.	THENCE with said curve to the right having a radius of 1415.00 feet, a central angle of 18 degrees 35 minutes 36 seconds, an arc length of 459.19 feet, a chord bearing of South 00 degrees 10 minutes 07 seconds West, a distance of 457.18 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the east corner of Lot 1, Block G of said Sonoma Verde Phase 1, said point also being at the beginning of a reverse curve to the left;	THENCE with said curve to the right having a radius of 855.00 feet, a central angle of 10 degrees 28 minutes 28 seconds, an arc length of 155.01 feet, a chord bearing of North 39 degrees 24 minutes 18 seconds West, a distance of 155.59 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 73 degrees 12 minutes 30 seconds East, a distance of 265.04 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;
THENCE through the interior of said MC 550 tract the following courses and distances;	THENCE with said reverse curve to the left and along the northeast line of said Sonoma Verde Phase 1 having a radius of 985.00 feet, a central angle of 17 degrees 00 minutes 59 seconds, an arc length of 286.00 feet, a chord bearing of South 87 degrees 21 minutes 27 seconds West, a distance of 286.54 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the southeast corner of Lot 23, Block G of said Sonoma Verde Phase 1;	THENCE North 34 degrees 11 minutes 04 seconds West, a distance of 87.52 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE with said curve to the right having a radius of 355.00 feet, a central angle of 08 degrees 58 minutes 07 seconds, an arc length of 55.57 feet, a chord bearing of North 77 degrees 57 minutes 29 seconds East, a distance of 55.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the east corner of Lot 5, Block E of said Sonoma Verde Phase 1;
THENCE North 44 degrees 44 minutes 06 seconds East, a distance of 560.24 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 45 degrees 17 minutes 01 seconds East, a distance of 143.54 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 54 degrees 55 minutes 55 seconds West, a distance of 170.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 07 degrees 33 minutes 27 seconds West, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the north corner of Lot 5, Block E of said Sonoma Verde Phase 1 and at the beginning of a curve to the right;
THENCE North 44 degrees 42 minutes 59 seconds East, a distance of 6.41 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 44 degrees 42 minutes 59 seconds East, a distance of 6.41 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 45 degrees 22 minutes 28 seconds West, a distance of 357.88 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE with said curve to the right having a radius of 475.00 feet, a central angle of 03 degrees 21 minutes 31 seconds, an arc length of 27.84 feet, a chord bearing of North 84 degrees 07 minutes 18 seconds East, a distance of 27.84 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;
THENCE South 45 degrees 17 minutes 01 seconds East, a distance of 605.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 45 degrees 17 minutes 01 seconds East, a distance of 17.72 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the left;	THENCE North 44 degrees 50 minutes 24 seconds West, a distance of 25.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 04 degrees 11 minutes 56 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the north corner of Lot 27, Block F of said Sonoma Verde Phase 1 at the beginning of a curve to the right;
THENCE South 45 degrees 17 minutes 01 seconds East, a distance of 17.72 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the left;	THENCE with said curve to the left having a radius of 175.00 feet, a central angle of 02 degrees 23 minutes 09 seconds, an arc length of 7.29 feet, a chord bearing of South 48 degrees 28 minutes 30 seconds East, a distance of 7.29 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 45 degrees 22 minutes 28 seconds West, a distance of 290.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE with said curve to the right having a radius of 645.00 feet, a central angle of 29 degrees 34 minutes 46 seconds, an arc length of 332.99 feet, a chord bearing of South 48 degrees 58 minutes 27 seconds East, a distance of 329.30 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;
THENCE North 44 degrees 42 minutes 59 seconds East, a distance of 120.33 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the left;	THENCE with said curve to the left having a radius of 55.00 feet, a central angle of 27 degrees 35 minutes 07 seconds, an arc length of 26.48 feet, a chord bearing of South 06 degrees 41 minutes 15 seconds East, a distance of 26.22 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 44 degrees 50 minutes 24 seconds East, a distance of 8.30 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE with said curve to the right having a radius of 100.00 feet, a central angle of 06 degrees 06 minutes 11 seconds, an arc length of 150.34 feet, a chord bearing of South 63 degrees 39 minutes 31 seconds East, a distance of 136.57 feet to the POINT OF BEGINNING containing 1,038,548 square feet, or 23.842 acres of land.
THENCE South 80 degrees 28 minutes 48 seconds East, a distance of 871.33 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 80 degrees 28 minutes 48 seconds East, a distance of 871.33 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 45 degrees 12 minutes 00 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE with said curve to the right having a radius of 200.00 feet, a central angle of 06 degrees 18 minutes 56 seconds, an arc length of 22.08 feet, a chord bearing of North 65 degrees 35 minutes 17 seconds East, a distance of 22.03 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;
THENCE South 74 degrees 44 minutes 30 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 74 degrees 44 minutes 30 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 44 degrees 50 minutes 24 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the east corner of Lot 24, Block D of said Sonoma Verde Phase 1;	THENCE North 73 degrees 12 minutes 30 seconds East, a distance of 0.93 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;
THENCE South 18 degrees 10 minutes 29 seconds West, a distance of 23.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 18 degrees 10 minutes 29 seconds West, a distance of 23.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 45 degrees 12 minutes 00 seconds East, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 73 degrees 12 minutes 30 seconds East, a distance of 0.93 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;
THENCE South 78 degrees 24 minutes 08 seconds East, a distance of 120.19 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 78 degrees 24 minutes 08 seconds East, a distance of 120.19 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 45 degrees 22 minutes 28 seconds East, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the east corner of Lot 24, Block D of said Sonoma Verde Phase 1;	
THENCE South 15 degrees 08 minutes 56 seconds West, a distance of 377.41 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 15 degrees 08 minutes 56 seconds West, a distance of 377.41 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 44 degrees 50 minutes 24 seconds West, a distance of 598.46 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;	
THENCE North 80 degrees 28 minutes 48 seconds West, a distance of 38.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 80 degrees 28 minutes 48 seconds West, a distance of 38.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE with said curve to the right having a radius of 200.00 feet, a central angle of 06 degrees 18 minutes 56 seconds, an arc length of 22.08 feet, a chord bearing of North 65 degrees 35 minutes 17 seconds East, a distance of 22.03 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	
THENCE South 09 degrees 31 minutes 12 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE South 09 degrees 31 minutes 12 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 68 degrees 44 minutes 40 seconds East, a distance of 111.76 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the east corner of Lot 3, Block D of said Sonoma Verde Phase 1;	
THENCE North 80 degrees 28 minutes 48 seconds West, a distance of 1371.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;	THENCE North 80 degrees 28 minutes 48 seconds West, a distance of 1371.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;	THENCE North 16 degrees 47 minutes 30 seconds West, a distance of 125.10 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the north corner of Lot 3, Block D of said Sonoma Verde Phase 1;	
THENCE with said curve to the right having a radius of 1285.00 feet, a central angle of 01 degrees 33 minutes 52 seconds, an arc length of 35.36 feet, a chord bearing of South 12 degrees 37 minutes 05 seconds East, a distance of 35.36 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE with said curve to the right having a radius of 1285.00 feet, a central angle of 01 degrees 33 minutes 52 seconds, an arc length of 35.36 feet, a chord bearing of South 12 degrees 37 minutes 05 seconds East, a distance of 35.36 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	THENCE North 73 degrees 12 minutes 30 seconds East, a distance of 0.93 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;	

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FINAL PLAT
SONOMA VERDE PHASE 1B

TRACT 1 - 30.487 ACRES
TRACT 2 - 23.842 ACRES
TRACT 3 - 1.633 ACRES

TOTAL - 55.962 ACRES

BEGING THREE TRACTS OF LAND OUT OF THE KING (LATHAM SURVEY, ABSTRACT NO. 133, AND A PORTION OF A TRACT OF LAND TO MC 550 LAND HOLDINGS, L.P. AS RECORDED IN RECORDED IN VOLUME 5585, PAGE 296, D.R.R.C.T. IN THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS

Owner: MC 550 LAND HOLDINGS, L.P. F.C. CUNY CORP. MADDOX SURVEYING
MC 550 INVESTORS, L.P. 42 Haven Court P.O. Box 2169
#2 Horizon Court Heath, Texas 75082 Fomey, Texas 75126
Heath, Texas 75082 (972) 584-4416 (972) 584-4416
(972) 772-8400 FIRM REG NO. 10601280
June 14, 2016 Sheet 6 of 7

LEGAL DESCRIPTION:
TRACT 3

WHEREAS, MC 550 Land Holdings, L.P. is the owner of a tract of land recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, located in the King Lathan Survey, Abstract No. 133, situated in the City of McLeod-Chisholm and Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found on the easterly line of Sonoma Verde Phase 1 an addition to the City of McLeod-Chisholm as recorded in Cabinet 1, Slide 8 of the Plat Records Rockwall County, Texas, said point also being the proposed east corner of Lot 22, Block Y of Tract 2 of this plat and at the beginning of a curve to the left;

THENCE with said curve to the left and said easterly line, having a radius of 100.00 feet, a central angle of 34 degrees 54 minutes 55 seconds, an arc length of 60.94 feet, a chord bearing of North 55 degrees 48 minutes 56 seconds East, a distance of 60.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;

THENCE through the interior of said MC 550 tract the following courses and distances;

THENCE South 34 degrees 11 minutes 04 seconds East, a distance of 184.04 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 370.00 feet, a central angle of 52 degrees 58 minutes 09 seconds, an arc length of 342.06 feet, a chord bearing of South 80 degrees 40 minutes 09 seconds East, a distance of 330.01 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;

THENCE South 87 degrees 09 minutes 14 seconds East, a distance of 132.38 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 300.00 feet, a central angle of 14 degrees 34 minutes 29 seconds, an arc length of 76.31 feet, a chord bearing of North 89 degrees 04 minutes 46 seconds East, a distance of 76.11 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a reverse curve to the right;

THENCE with said reverse curve to the right having a radius of 300.00 feet, a central angle of 14 degrees 33 minutes 32 seconds, an arc length of 76.29 feet, a chord bearing of North 89 degrees 26 minutes 40 seconds East, a distance of 76.03 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a compound curve to continuing to the right;

THENCE with said compound curve continuing to the right having a radius of 340.00 feet, a central angle of 39 degrees 11 minutes 02 seconds, an arc length of 232.52 feet, a chord bearing of South 64 degrees 28 minutes 23 seconds East, a distance of 228.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;

THENCE South 44 degrees 38 minutes 41 seconds East, a distance of 40.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner lying in League Road same being the southeasterly line of said MC 550 tract;

THENCE South 45 degrees 21 minutes 19 seconds West along said southeasterly line and said League Road, a distance of 80.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;

THENCE departing said southeasterly line and said League Road and through the interior of said MC 550 tract the following courses and distances;

THENCE North 44 degrees 38 minutes 41 seconds West, a distance of 40.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 280.00 feet, a central angle of 49 degrees 30 minutes 13 seconds, an arc length of 183.80 feet, a chord bearing of North 65 degrees 13 minutes 39 seconds West, a distance of 180.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a reverse curve to the right;

THENCE with said reverse curve to the right having a radius of 300.00 feet, a central angle of 14 degrees 22

minutes 21 seconds, an arc length of 75.25 feet, a chord bearing of North 83 degrees 14 minutes 57 seconds West, a distance of 75.06 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a second reverse curve to the left;

THENCE with said reverse curve to the left having a radius of 300.00 feet, a central angle of 14 degrees 22 minutes 18 seconds, an arc length of 75.25 feet, a chord bearing of North 83 degrees 20 minutes 02 seconds West, a distance of 75.05 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;

THENCE North 87 degrees 09 minutes 14 seconds West, a distance of 123.79 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 430.00 feet, a central angle of 52 degrees 58 minutes 09 seconds, an arc length of 397.53 feet, a chord bearing of North 60 degrees 40 minutes 09 seconds West, a distance of 383.52 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;

THENCE North 34 degrees 11 minutes 04 seconds West, a distance of 184.04 feet to the POINT OF BEGINNING containing 71,126 square feet, or 1.633 acres of land.

SURVEYORS CERTIFICATE

I, HEREBY CERTIFY, THAT I PREPARED THIS SURVEY PLAT SHOWN HEREON FROM AN ACTUAL SURVEY ON THE GROUND BY ME AND THAT ALL CORNERS ARE MARKED, AND THAT ALL DIMENSIONS SHOWN THEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND FURTHERMORE THERE ARE NO ENCROACHMENTS, PROTRUSIONS, IMPROVEMENTS, EASEMENTS, RIGHT-OF-WAY, OR 100 YEAR FLOOD PLAIN AFFECTING THE PROPERTY EXCEPT AS SHOWN THEREON.

WITNESS UNDER MY HAND THIS 21 DAY OF JUN 2016.

Brian J. Maddox
BRIAN J. MADDOX, R.P.L.S. NO. 5430



STATE OF TEXAS:
COUNTY OF KAUFMAN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, BRIAN J. MADDOX, KNOWN TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

SEVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21 DAY OF JUNE, 2016.

David O. Bussler
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

**APPROVED**

I hereby certify that the above and foregoing plat of Sonoma Verde Phase 1B to the City of McLeod-Chisholm, Texas was approved by the Mayor of the City of McLeod-Chisholm on the 20th day of June, 2016.

This approval shall be invalid unless the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one year from said date of final approval. An extension may be granted by the City Council.

Said Addition shall be subject to all the requirements of the Platting Ordinance of the City of McLeod-Chisholm.

Witness my hand this 20th day of June, 2016.

Stephanie Holcomb
City Secretary
City of McLeod-Chisholm, Texas

Recommended for Final Approval:

Stephanie Holcomb
Chairman
Planning & Zoning Commission

Approved: *[Signature]*

Mayor
City of McLeod-Chisholm, Texas

Date June 22, 2016

Date June 22, 2016

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF ROCKWALL

THAT WE, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS SONOMA VERDE PHASE 1B AN ADDITION TO THE CITY OF MCLEOD-CHISHOLM, ROCKWALL COUNTY, TEXAS AND DO HEREBY TRANSFER TO PUBLIC USE THE STREET RIGHT-OF-WAY SHOWN HEREIN WHICH ARE CONTEMPLATED TO BE FINANCED WITH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS AND WHICH ARE TO BE MAINTAINED FOREVER EITHER THROUGH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR BY THE HOMEOWNERS ASSOCIATION, BUT STREETS AND OTHER PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITHIN SUCH RIGHT-OF-WAY ARE NOT HEREBY DEDICATED AS SUCH, AND MAY EITHER BE ACQUIRED OR CONSTRUCTED WITH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR TRANSFERRED BY SEPARATE INSTRUMENT. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR PURPOSES INDICATED, BUT PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITHIN SUCH EASEMENTS ARE NOT HEREBY DEDICATED AS SUCH, AND MAY EITHER BE ACQUIRED OR CONSTRUCTED WITH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR TRANSFERRED BY SEPARATE INSTRUMENT. THE UTILITY AND ACCESS EASEMENTS SHALL BE OPEN TO THE PUBLIC, FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES, AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE. THE MAINTENANCE OF PAYING ON THE UTILITY AND ACCESS EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDING, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RECONSTRUCTED, OR REPLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING OR DESIRING TO USE THE SAME, ALL, AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL, OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM WITHIN THE EASEMENTS, AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT TO INGRESS AND EGRESS TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL, OR PARTS OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY REQUIRED BY SUCH UTILITY. THIS PLAT IS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF MCLEOD-CHISHOLM, ROCKWALL COUNTY, TEXAS.

NOT WITHSTANDING ANY DEDICATOR LANGUAGE CONTAINED ON THIS PLAT, WHETHER IN THIS OWNER'S CERTIFICATE OR OTHERWISE, THE CITY AND OWNER ACKNOWLEDGE AND CONFIRM THAT THESE IMPROVEMENTS, INCLUDING ANY REAL ESTATE REQUIRED FOR SUCH IMPROVEMENTS, IDENTIFIED AS AUTHORIZED IMPROVEMENTS IN THAT CERTAIN FPD SERVICE AND ASSESSMENT PLAN APPROVED BY CITY COUNCIL ON JANUARY 19, 2015, AND ATTACHED TO CITY ORDINANCE NO. 2015-02, ARE NOT DEDICATED BY THIS PLAT. INSTEAD, THE CITY INTENDS TO ACQUIRE OR CONSTRUCT SUCH IMPROVEMENTS WITH THE PROCEEDS OF PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR BOND PROCEEDS THE REPAYMENT OF WHICH IS SECURED BY SUCH ASSESSMENTS.

OWNER: MC 550 INVESTORS L.P. &
MC 550 LAND HOLDINGS L.P.

Ramona B. Parris
BY: MANAGER OF MC 550 LP L.P.,
General partner of each

STATE OF TEXAS:

COUNTY OF ROCKWALL:
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, *Ramona B. Parris*, KNOWN TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

SEVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21 DAY OF June, 2016.

David O. Bussler
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



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**FINAL PLAT
SONOMA VERDE PHASE 1B**

TRACT 1 - 30.487 ACRES

TRACT 2 - 23.842 ACRES

TRACT 3 - 1.633 ACRES

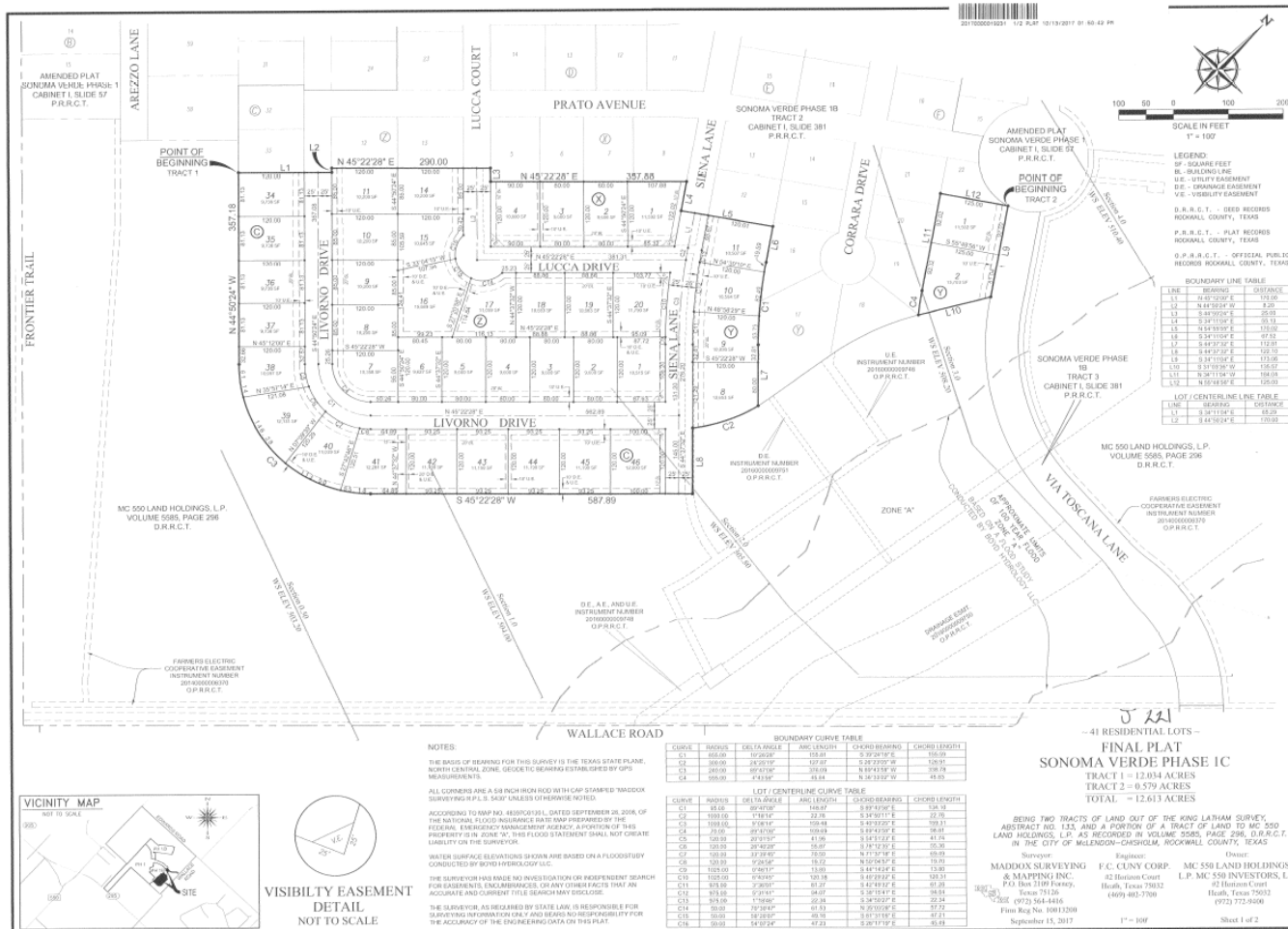
TOTAL - 55.962 ACRES

BEING THREE TRACTS OF LAND OUT OF THE KING LATHAN SURVEY, ABSTRACT NO. 133, AND A PORTION OF A TRACT OF LAND TO MC 550 LAND HOLDINGS, L.P. AS RECORDED IN VOLUME 5585, PAGE 296, OF THE DEED RECORDS IN THE CITY OF MCLEOD-CHISHOLM, ROCKWALL COUNTY, TEXAS

Owner: MC 550 LAND HOLDINGS, L.P. F.C. CUNY CORP. MADDOX SURVEYING
MC 550 INVESTORS, L.P. 82 Horizon Court P.O. Box 2109
82 Horizon Court Heath, Texas 75126
Heath, Texas 75126 (972) 564-4416
(972) 772-4400 (409) 402-7700
June 14, 2016 FIRM REG NO. 10013200
Sheet 7 of 7

**SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN**

EXHIBIT A-3 – FINAL PLAT FOR IMPROVEMENT AREA #1C

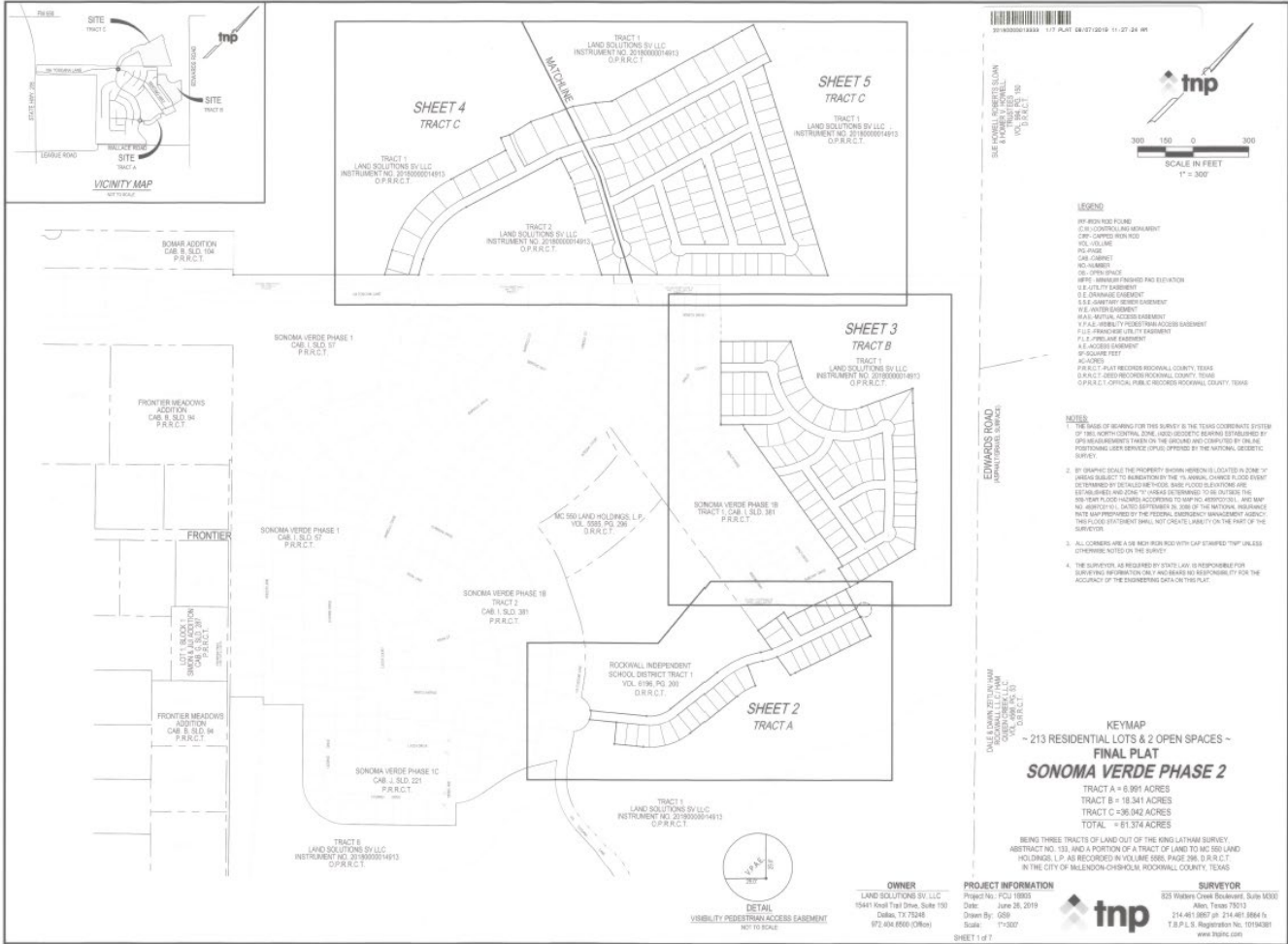


SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

OWNER'S DEDICATION	OWNER'S CERTIFICATE
STATE OF TEXAS § COUNTY OF ROCKWALL §	STATE OF TEXAS § COUNTY OF ROCKWALL §
THAT WE DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS SONOMA VERDE PHASE 1C, AN ADDITION TO THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS AND DO HEREBY DEDICATE TO THE PRIVATE USE AND TO BE MAINTAINED FOREVER THE STREETS AND ALLEYS THEREON TO THE HOME OWNERS ASSOCIATION. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR PURPOSES INDICATED. THE UTILITY AND ACCESS EASEMENTS SHALL BE OPEN TO THE PUBLIC. FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES, AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE, THE MAINTENANCE OF PAVING ON THE UTILITY AND ACCESS EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDING, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RECONSTRUCTED, OR REPLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING OR DESIRING TO USE THE SAME, ALL, AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL, OR PART OF ANY BUILDING, FENCE, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS, AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT TO INGRESS AND EGRESS TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY.	TRACT 1 LEGAL DESCRIPTION:
THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS.	WHEREAS, MC 550 Land Holdings, L.P. is the owner of a tract of land recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm and Rockwall County, Texas, and being more particularly described as follows:
NOT WITHSTANDING ANY DEDICATOR LANGUAGE CONTAINED ON THIS PLAT, WHETHER IN THIS OWNER'S CERTIFICATE OR OTHERWISE, THE CITY AND OWNER ACKNOWLEDGE AND CONFIRM THAT THOSE IMPROVEMENTS, INCLUDING ANY REAL ESTATE REQUIRED FOR SUCH IMPROVEMENTS, IDENTIFIED AS AUTHORIZED IMPROVEMENTS IN THAT CERTAIN PID SERVICE AND ASSESSMENT PLAN APPROVED BY CITY COUNCIL ON JUNE 13, 2017 AND ATTACHED TO CITY ORDINANCE NO. 2017-046, ARE NOT DEDICATED BY THIS PLAT. INSTEAD, THE CITY INTENDS TO ACQUIRE OR CONSTRUCT SUCH IMPROVEMENTS WITH THE PROCEEDS OF PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR BOND PROCEEDS THE REPAYMENT OF WHICH IS SECURED BY SAID ASSESSMENTS.	BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the most westerly southwest corner of Tract 2 of Sonoma Verde Phase 1B an addition to The City of McLendon-Chisholm as recorded in Cabinet I, Slide 381 of the Plat Records of Rockwall County, Texas, same being the northwest corner of Tract 3 of said Sonoma Verde Phase 1B and lying on the westerly line of Via Toscana Lane, (a 60' right-of-way);
OWNER'S MC 550 INVESTORS L.P. & MC 550 LAND HOLDINGS L.P.	THENCE along the southerly line of said Tract 2 the following courses and distances:
<i>Rose Fields</i> BY: MANAGER OF MC 550 L.P. LLC, General partner of each	THENCE North 45 degrees 22 minutes 00 seconds East, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;
STATE OF TEXAS § COUNTY OF ROCKWALL §	THENCE North 44 degrees 50 minutes 24 seconds West, a distance of 8.20 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED <i>Rose Fields</i>, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.	THENCE North 48 degrees 22 minutes 28 seconds East, a distance of 200.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10th DAY OF October, 2017.	THENCE South 44 degrees 50 minutes 24 seconds East, a distance of 25.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;
<i>Luisa Palomera</i> NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS	THENCE North 45 degrees 22 minutes 28 seconds East, a distance of 357.88 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;
USA PALOMERA Notary Public, State of Texas Comm. Expires 03-13-2021 Notary ID: 129800821	THENCE South 34 degrees 11 minutes 04 seconds East, a distance of 55.13 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;
APPROVED	THENCE North 64 degrees 50 minutes 55 seconds East, a distance of 170.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;
I hereby certify that the above and foregoing Plat of SONOMA VERDE PHASE 1C in the City of McLendon-Chisholm, Texas, was approved by the Mayor of the City of McLendon-Chisholm on the 10th day of October, 2017.	THENCE South 34 degrees 11 minutes 04 seconds East, a distance of 57.52 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of a curve to the left;
The approval of this plat constitutes the approval of the plat by each Addressee as recorded in the office of the County Clerk of Rockwall County, Texas, within one year from the date of this approval. An extension may be granted by the City Council.	THENCE with said curve to the left having a radius of 855.00 feet, a central angle of 10 degrees 26 minutes 28 seconds, an arc length of 155.81 feet, a chord bearing of South 39 degrees 24 minutes 18 seconds East, a distance of 155.69 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;
Witness my hand this 10th day of October, 2017. <i>Luisa Palomera</i> City of McLendon-Chisholm, Texas	THENCE South 44 degrees 37 minutes 32 seconds East, a distance of 112.81 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the most southerly southwest corner of said Tract 2 and at the beginning of a curve to the right.
RECOMMENDED FOR FINAL APPROVAL:	THENCE departing said Tract 2 southerly line and through the interior of the aforementioned MC 550 Land Holdings tract the following courses and distances:
<i>Rhonda K Davis</i> City Manager Providing & Giving Consideration	THENCE with said curve to the right having a radius of 300.00 feet, a central angle of 24 degrees 25 minutes 19 seconds, an arc length of 127.87 feet, a chord bearing of South 28 degrees 23 minutes 00 seconds West, a distance of 126.91 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;
<i>Rose Fields</i> Approved	THENCE South 44 degrees 37 minutes 32 seconds East, a distance of 122.18 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;
City of McLendon-Chisholm, Texas	THENCE South 45 degrees 22 minutes 28 seconds West, a distance of 587.89 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner at the beginning of a curve to the right;
CITY OF MCLENDON-CHISHOLM CORPORATE SEAL TEXAS	THENCE with said curve to the right having a radius of 240.00 feet, a central angle of 24 degrees 4 minutes 00 seconds, an arc length of 376.09 feet, a chord bearing of North 89 degrees 43 minutes 58 seconds West, a distance of 338.78 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;
10/10/2017	THENCE North 44 degrees 50 minutes 24 seconds West, a distance of 367.18 feet to the POINT OF BEGINNING containing 524,204 square feet, or 12.034 acres of land.
10/10/2017	FILED AND RECORDED OFFICIAL Public Records MARCEL TULLER, County Clerk Rockwall County, Texas NO RETURN AS TO DO AS TO WITNESS 2017022219231
10/10/2017	COPY
41 RESIDENTIAL LOTS - J 222 FINAL PLAT SONOMA VERDE PHASE 1C TRACT 1 = 12.034 ACRES TRACT 2 = 0.579 ACRES TOTAL = 12.613 ACRES BEING TWO TRACTS OF LAND OUT OF THE KING LATHAM SURVEY, ABSTRACT NO. 133, AND A PORTION OF A TRACT OF LAND TO MC 550 LAND HOLDINGS, L.P. AS RECORDED IN VOLUME 5585, PAGE 296, D.R.C.T. IN THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS Surveyor: MADRIX SURVEYING & MAPPING INC., P.O. Box 2109 Forney, Texas 75126 (972) 564-4416 From Reg No. 148117088 September 15, 2017 Engineer: F.C. CLUNT CORP., 42 Houston Court, Heath, Texas 75032 (409) 402-7700 Owner: MC 550 LAND HOLDINGS, L.P., MC 550 INVESTORS, L.P., 82 Houston Court, Heath, Texas 75032 (972) 772-9400 1" = 100' Sheet 2 of 2	TRACT 2 LEGAL DESCRIPTION:
WHEREAS, MC 550 Land Holdings, L.P. is the owner of a tract of land recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm and Rockwall County, Texas, and being more particularly described as follows:	BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for east corner of Tract 2 of Sonoma Verde Phase 1B, an addition to The City of McLendon-Chisholm as recorded in Cabinet I, Slide 381 of the Plat Records of Rockwall County, Texas, same being the northwest corner of Tract 3 of said Sonoma Verde Phase 1B and lying on the westerly line of Via Toscana Lane, (a 60' right-of-way);
THENCE South 34 degrees 11 minutes 04 seconds East along the westerly line of said Via Toscana Lane, a distance of 173.08 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;	THENCE South 31 degrees 03 minutes 36 seconds West departing the westerly line of said Via Toscana Lane and through the interior of said MC 550 tract, a distance of 135.57 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the southeast corner of said Tract 2, said point also lying at the beginning of a curve to the right;
THENCE with said curve to the right and along the easterly line of said Tract 2 having a radius of 555.00 feet, a central angle of 04 degrees 43 minutes 56 seconds, an arc length of 45.34 feet, a chord bearing of North 38 degrees 33 minutes 02 seconds West, a distance of 45.83 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;	THENCE North 34 degrees 11 minutes 04 seconds West continuing along the easterly line of said Tract 2, a distance of 184.04 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;
THENCE North 55 degrees 48 minutes 50 seconds East continuing along the easterly line of said Tract 2, a distance of 125.00 feet to the POINT OF BEGINNING containing 25,205 square feet, or 0.579 of an acre of land.	SURVEYORS CERTIFICATE
I, HEREBY CERTIFY, THAT I PREPARED THIS SURVEY PLAT SHOWN HEREON FROM AN ACTUAL SURVEY ON THE GROUND BY ME AND THAT ALL CORNERS ARE MARKED, AND THAT ALL DIMENSIONS SHOWN THEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND FURTHERMORE THERE ARE NO ENCROACHMENTS, PROTRUSIONS, IMPROVEMENTS, EASEMENTS, RIGHT-OF-WAY, OR 100 YEAR FLOOD PLAIN AFFECTING THE PROPERTY EXCEPT AS SHOWN THEREON.	WITNESS UNDER MY HAND THIS 3rd DAY OF October, 2017.
<i>Brian J. Maddox</i> BRIAN J. MADDOX, R.P.L.S. NO. 5430	BRIAN J. MADDOX 4430 NOTARY PUBLIC, STATE OF TEXAS COMMISSION EXPIRES 09-01-2020 NOTARY ID: 122810483
STATE OF TEXAS § COUNTY OF KAUFMAN §	BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED <i>Brian J. Maddox</i>, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF October, 2017.	<i>Allison M. Stewart</i> NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
ALLISON M. STEWART Notary Public, State of Texas Comm. Expires 01-01-2020 Notary ID: 122810483	41 RESIDENTIAL LOTS - J 222 FINAL PLAT SONOMA VERDE PHASE 1C TRACT 1 = 12.034 ACRES TRACT 2 = 0.579 ACRES TOTAL = 12.613 ACRES BEING TWO TRACTS OF LAND OUT OF THE KING LATHAM SURVEY, ABSTRACT NO. 133, AND A PORTION OF A TRACT OF LAND TO MC 550 LAND HOLDINGS, L.P. AS RECORDED IN VOLUME 5585, PAGE 296, D.R.C.T. IN THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS Surveyor: MADRIX SURVEYING & MAPPING INC., P.O. Box 2109 Forney, Texas 75126 (972) 564-4416 From Reg No. 148117088 September 15, 2017 Engineer: F.C. CLUNT CORP., 42 Houston Court, Heath, Texas 75032 (409) 402-7700 Owner: MC 550 LAND HOLDINGS, L.P., MC 550 INVESTORS, L.P., 82 Houston Court, Heath, Texas 75032 (972) 772-9400 1" = 100' Sheet 2 of 2

**SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN**

EXHIBIT A-4 – FINAL PLAT FOR IMPROVEMENT AREA #2



**SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN**

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OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF ROCKWALL

That we, do hereby adopt this plat designating the herein described property as **SONOMA VERDE PHASE 2** in addition to the city of McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS and do hereby transfer to public use the street right-of-way shown herein which are contemplated to be financed with public improvement district assessments and which are to be maintained forever either through public improvement district assessments or by the Homeowners Association, but streets and other public improvements to be constructed within such right-of-way are not hereby dedicated as such, and may either be acquired or constructed with public improvement district assessments or transferred by separate instrument. The assessments shown thereon are hereby reserved for purposes indicated, but public improvements to be constructed within such assessments are not hereby dedicated as such, and may either be acquired or constructed with public improvement district assessments or transferred by separate instrument. The utility and sewer assessments shall be open to the public, city and police utility, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and sewer assessments is the responsibility of the property owner, no building, fence, tree, shrub, or other improvements or growth shall be constructed, reconstructed, or replaced upon, over or across the assessments as shown. Said assessments being hereby reserved for the actual use and accommodation of all public utilities using or desiring to use the same. All, and any public utility shall have the right to remove and have removed all or part of any building, fence, tree, shrub or other improvements or growth which in any way impinge or interfere with the construction, maintenance or efficiency of its respective system within the assessments, and all public utilities shall at all times have the full right to ingress and egress to and from said assessments for the purpose of constructing, reconstructing, inspecting, maintaining, measuring and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of locating meters and any maintenance and service required or ordinarily performed by that utility. This plat is approved subject to all Planning Ordinance, rules, regulations and resolutions of the city of McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS.

NOTwithstanding any dedicatory language contained on this plat, whether in this owner's certificate or otherwise, the city and owner acknowledge and confirm that those improvements, including any real estate required for such improvements, identified as authorized improvements in that certain PSD service and assessment plan approved by city council on June 18, 2019 are not dedicated by this plat. Instead, the city intends to acquire or construct such improvements with the proceeds of public improvement district assessments or bond proceeds the repayment of which is secured by such assessments.

OWNER: Land Solutions BV LLC
a Delaware limited liability company

By: [Signature]
Name: Spencer Taylor
Title: Manager

STATE OF TEXAS §
COUNTY OF ROCKWALL §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared: Spencer Taylor, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

given under my hand and seal of office this the 5th day of August, 2019.

[Signature]
Notary Public in and for the State of Texas

SURVEYORS CERTIFICATE

I, hereby certify, that I prepared this Survey Plat shown hereon from an actual survey on the ground by me and that all corners are marked, and that all dimensions shown thereon are true and correct to the best of my knowledge and belief, and furthermore to the best of my knowledge and belief there are no encroachments, subdivisions, improvements, easements, rights-of-way, or 100 year flood plain affecting the property shown as shown hereon.

Witness under my hand this the 5th day of August, 2019.

[Signature]
Brian J. Madlock, S.T. & L.S. 3430

Texas Notary Public
601 Arden Court, Suite 100
Allen, Texas 75015
214.481.8867 or 214.481.8868
T.S. & L.S. Registration No. 10194081
www.tnps.com

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared: Brian J. Madlock, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

given under my hand and seal of office this the 5th day of August, 2019.

[Signature]
Notary Public in and for the State of Texas

APPROVED

I hereby certify that the above and foregoing plat of Sonoma Verde Phase 2 to the City of McLENDON-CHISHOLM, Texas was approved by the Mayor of the City of McLENDON-CHISHOLM on the 6th day of August, 2019.

This approval shall be invalid unless the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one year from said date of final approval. An extension may be granted by the City Council.

Said Addition shall be subject to all the requirements of the Platting Ordinance of the City of McLENDON-CHISHOLM. Witness my hand this the 6th day of August, 2019.

City Secretary
City of McLENDON-CHISHOLM, Texas
[Signature]
Date: 8/6/2019

Recommended for Final Approval:

Chairman
Planning and Zoning Commission
City of McLENDON-CHISHOLM, Texas
[Signature]
Date: 8/6/2019

Mayor
City of McLENDON-CHISHOLM, Texas
[Signature]
Date: 8/6/2019

FILED and Recorded
Official Public Records
Rockwall County Clerk
Rockwall County, Texas
08-07-2019 11:27:40 AM
\$900.00
20-0000000000

[Signature]

~ 213 RESIDENTIAL LOTS & 2 OPEN SPACES ~
FINAL PLAT
SONOMA VERDE PHASE 2

TRACT A = 6.981 ACRES
TRACT B = 16.341 ACRES
TRACT C = 98.042 ACRES
TOTAL = 61.374 ACRES

BEING THREE TRACTS OF LAND OUT OF THE KING LATHAM SURVEY, ABSTRACT NO. 133, AND A PORTION OF A TRACT OF LAND TO MC 580 LAND HOLDINGS, L.P. AS RECORDED IN VOLUME 5889, PAGE 386, D.B.P.L.S. IN THE CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS

OWNER
LAND SOLUTIONS BV, LLC
15441 Ford Trail Drive, Suite 150
Dallas, TX 75248
972-454-8900 (Office)

PROJECT INFORMATION
Project No.: FCU 18903
Date: June 26, 2019
Drawn By: GSB
Scale: N/A
SHEET 7 of 7

SURVEYOR
825 Waters Creek Boulevard, Suite 1000
Allen, Texas 75015
214.481.8867 or 214.481.8868
T.S. & L.S. Registration No. 10194081
www.tnps.com

tnp

SONOMA PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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EXHIBIT A-5 – FINAL PLAT FOR IMPROVEMENT AREA #3

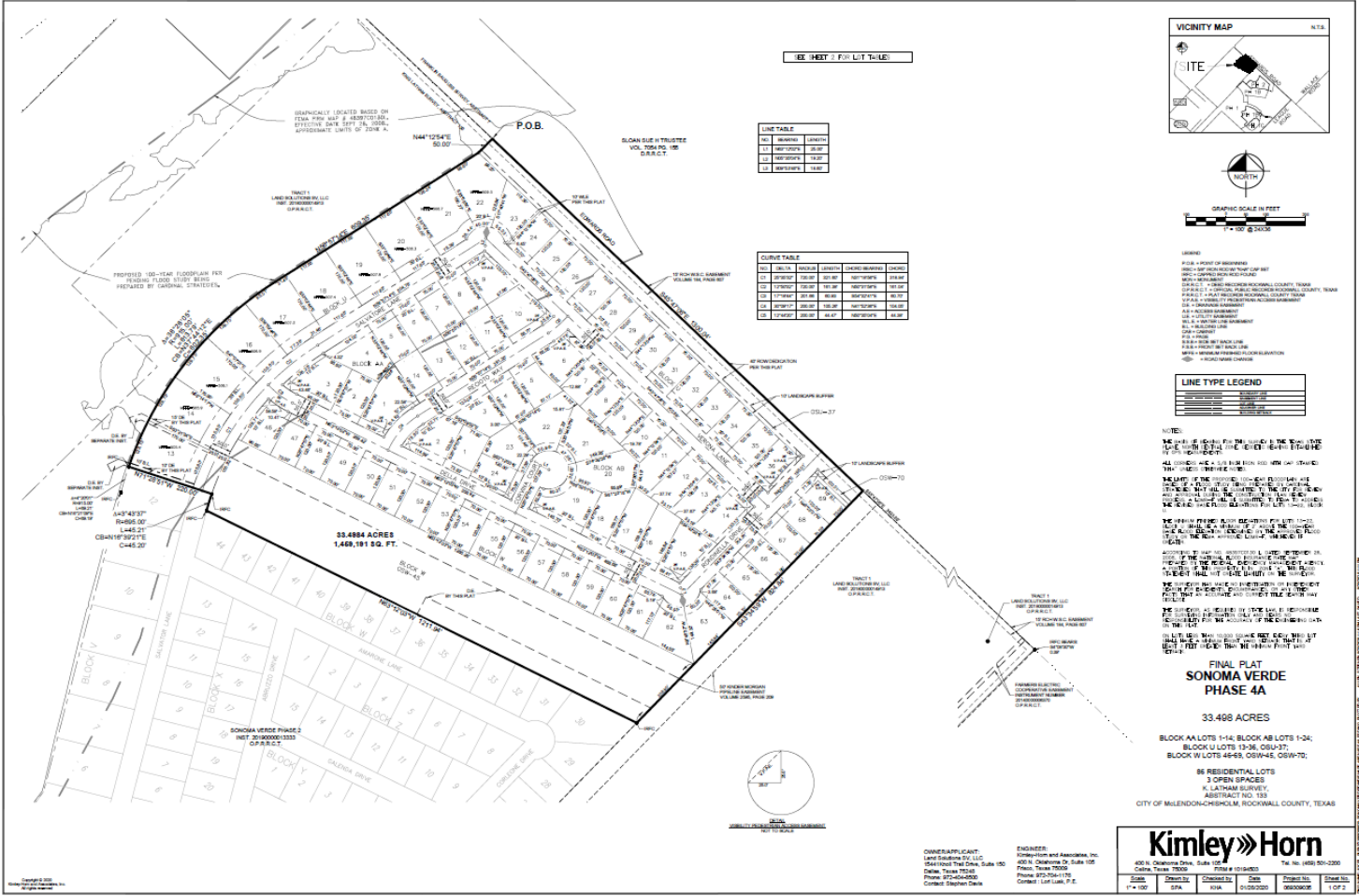


EXHIBIT B – AUTHORIZED IMPROVEMENTS

	Total Costs		Phase 1		Improvement Area #1C		Improvement Area #2		Improvement Area #3		Future Improvement Area ⁷	
		% ¹	Cost	% ¹	Cost	% ¹	Cost	% ¹	Cost	% ¹	Cost	% ¹
Major Improvements²												
Roadway Improvements	\$ 321,346	33.74%	\$ 108,423	3.98%	\$ 12,797	18.38%	\$ 59,075	17.29%	\$ 55,574	26.60%	\$ 85,477	
Water Distribution System Improvements	78,085	33.74%	26,346	3.98%	3,110	18.38%	14,355	17.29%	13,504	26.60%	20,770	
Sanitary Sewer Collection System Improvements	1,525,144	33.74%	514,587	3.98%	60,738	18.38%	280,379	17.29%	263,748	26.60%	405,693	
Storm Drainage Collection System Improvements	82,153	33.74%	27,719	3.98%	3,272	18.38%	15,103	17.29%	14,208	26.60%	21,852	
Contingency for hard costs	156,764	33.74%	52,892	3.98%	6,243	18.38%	28,819	17.29%	27,111	26.60%	41,699	
Soft Costs ^{1,8}	301,098	42.37%	127,573	4.60%	13,862	21.25%	63,989	12.52%	37,695	19.26%	57,978	
	<u>\$ 2,464,590</u>		<u>\$ 857,540</u>		<u>\$ 100,022</u>		<u>\$ 461,720</u>		<u>\$ 411,839</u>		<u>\$ 633,469</u>	
Phase 1 Improvements												
Road Improvements	\$ 3,498,998	100.00%	\$ 3,498,998	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
Water Improvements	1,579,466	100.00%	1,579,466	0.00%	-	0.00%	-	0.00%	-	0.00%	-	
Sanitary Sewer Improvements	1,012,461	100.00%	1,012,461	0.00%	-	0.00%	-	0.00%	-	0.00%	-	
Storm Drainage Improvements	1,617,278	100.00%	1,617,278	0.00%	-	0.00%	-	0.00%	-	0.00%	-	
Contingency for hard costs	794,730	100.00%	794,730	0.00%	-	0.00%	-	0.00%	-	0.00%	-	
Soft Costs ¹	1,612,175	100.00%	1,612,175	0.00%	-	0.00%	-	0.00%	-	0.00%	-	
	<u>\$ 10,115,108</u>		<u>\$ 10,115,108</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>	
Phase 2 Improvements												
Road Improvements	\$ 2,349,701	0.00%	\$ -	17.81%	\$ 418,379	82.19%	\$ 1,931,322	0.00%	\$ -	0.00%	\$ -	
Water Improvements	1,008,093	0.00%	-	17.81%	179,497	82.19%	828,596	0.00%	-	0.00%	-	
Sanitary Sewer Improvements	920,852	0.00%	-	17.81%	163,963	82.19%	756,889	0.00%	-	0.00%	-	
Storm Drainage Improvements	1,777,546	0.00%	-	17.81%	316,503	82.19%	1,461,043	0.00%	-	0.00%	-	
Soft Costs ¹	1,579,069	0.00%	-	17.81%	281,163	82.19%	1,297,906	0.00%	-	0.00%	-	
	<u>\$ 7,635,261</u>		<u>\$ -</u>		<u>\$ 1,359,505</u>		<u>\$ 6,275,756</u>		<u>\$ -</u>		<u>\$ -</u>	
Improvement Area #3 Improvements												
Street	\$ 1,457,927	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,457,927	0.00%	\$ -	
Right of Way ⁵	-	0.00%	-	0.00%	-	0.00%	-	100.00%	-	0.00%	-	
Water ⁶	516,335	0.00%	-	0.00%	-	0.00%	-	100.00%	516,335	0.00%	-	
Sewer	516,558	0.00%	-	0.00%	-	0.00%	-	100.00%	516,558	0.00%	-	
Storm Drainage	862,993	0.00%	-	0.00%	-	0.00%	-	100.00%	862,993	0.00%	-	
Soft Costs	1,833,475	0.00%	-	0.00%	-	0.00%	-	100.00%	1,833,475	0.00%	-	
	<u>\$ 5,187,289</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 5,187,289</u>		<u>\$ -</u>	
Bond Issuance Costs⁴												
PID legal fees	\$ 560,568		\$ 276,000		\$ 50,669		\$ 233,899		\$ -		\$ -	
Debt Service Reserve	1,409,188		571,188		-		425,250		412,750		-	
Capitalized Interest	547,930		-		-		366,583		181,347		-	
Other Bond Issuance Costs ³	2,394,684		1,285,200		-		598,581		510,903		-	
	<u>\$ 4,912,370</u>		<u>\$ 2,132,388</u>		<u>\$ 50,669</u>		<u>\$ 1,624,313</u>		<u>\$ 1,105,000</u>		<u>\$ -</u>	
Other Costs												
Initial Administrative Fund Deposit	\$ 53,919		\$ -		\$ -		\$ 23,919		\$ 30,000		\$ -	
	<u>\$ 53,919</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 23,919</u>		<u>\$ 30,000</u>		<u>\$ -</u>	
Total	\$ 30,368,537		\$ 13,105,036		\$ 1,510,196		\$ 8,385,708		\$ 6,734,128		\$ 633,469	

Notes:

- 1) Soft costs include engineering, design, surveying, geotechnical and materials testing, general contractor, project general conditions, ROW dedication, City inspection fees, etc.
- 2) Major Improvements totals and allocations for Phase 1, Improvement Area #1C, and Improvement Area #2 per the 2019 MuniCap SAP.
- 3) Includes Underwriter's Discount, financial advisors, bond counsel, rounding amounts, etc.
- 4) Bond Issuance Costs are estimates only for Improvement Area #3.
- 5) Unless otherwise approved by the City Council, in the event Improvement Area #3 Bonds are not issued, rights-of-way acquisition, as defined in **Section III.A.4**, shall not be a reimbursable Authorized Improvement, but instead will be replaced by the Actual Costs of water improvements.
- 6) Unless otherwise approved by the City Council, in the event Improvement Area #3 Bonds are issued, the water improvements, as defined in **Section III.A.4**, will be replaced by rights-of-way acquisition, which rights-of-way acquisition cost shall not exceed (i) the Actual Costs of water improvements, and (ii) the fair market value supported by an independent appraisal as required by Section 252.051 of the Texas Local Government Code.
- 7) A portion of the Major Improvements have been appropriated to the Future Improvement Area, but no Assessment has been levied on the Future Improvement Area. This Amended and Restated Service and Assessment Plan will be updated in the future to identify the Authorized Improvements to be constructed in addition to the Major Improvements within the Future Improvement Area and to be financed by Assessments.
- 8) Major Improvement soft costs also include PID Establishment Costs allocated to each phase, as described in the 2019 MuniCap SAP.

EXHIBIT C – SERVICE PLAN

Phase 1						
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ 255,000.00	\$ 265,000.00	\$ 275,000.00	\$ 285,000.00	\$ 295,000.00
Interest		\$ 298,850.00	\$ 288,650.00	\$ 278,050.00	\$ 267,050.00	\$ 255,650.00
	(1)	\$ 553,850.00	\$ 553,650.00	\$ 553,050.00	\$ 552,050.00	\$ 550,650.00
Administrative Expenses						
Administrative Costs		\$ 47,942.27	\$ 48,901.11	\$ 49,879.14	\$ 50,876.72	\$ 51,894.25
Maintenance and Operation Costs		\$ 22,444.00	\$ 22,444.00	\$ 22,444.00	\$ 22,444.00	\$ 22,444.00
	(2)	\$ 70,386.27	\$ 71,345.11	\$ 72,323.14	\$ 73,320.72	\$ 74,338.25
Total Annual Installment	(3) = (1) + (2)	\$ 624,236.27	\$ 624,995.11	\$ 625,373.14	\$ 625,370.72	\$ 624,988.25

Improvement Area #1C						
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ 12,609.75	\$ 13,734.54	\$ 23,081.10	\$ 24,447.50	\$ 25,894.79
Interest		\$ 114,042.41	\$ 112,917.62	\$ 74,127.75	\$ 72,761.35	\$ 71,314.06
	(1)	\$ 126,652.16	\$ 126,652.16	\$ 97,208.86	\$ 97,208.86	\$ 97,208.86
Administrative Expenses						
Administrative Costs		\$ 6,787.85	\$ 6,923.61	\$ 7,062.08	\$ 7,203.32	\$ 7,347.39
Maintenance and Operation Costs		\$ 2,542.00	\$ 2,542.00	\$ 2,542.00	\$ 2,542.00	\$ 2,542.00
	(2)	\$ 9,329.85	\$ 9,465.61	\$ 9,604.08	\$ 9,745.32	\$ 9,889.39
Total Annual Installment	(3) = (1) + (2)	\$ 135,982.01	\$ 136,117.77	\$ 106,812.94	\$ 106,954.18	\$ 107,098.25

Improvement Area #2						
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ 115,000.00	\$ 120,000.00	\$ 125,000.00	\$ 130,000.00	\$ 135,000.00
Interest		\$ 255,162.50	\$ 251,137.50	\$ 246,937.50	\$ 242,562.50	\$ 237,687.50
	(1)	\$ 370,162.50	\$ 371,137.50	\$ 371,937.50	\$ 372,562.50	\$ 372,687.50
Administrative Expenses						
Administrative Costs		\$ 32,173.88	\$ 32,817.36	\$ 33,473.71	\$ 34,143.18	\$ 34,826.04
Maintenance and Operation Costs		\$ 13,082.00	\$ 13,082.00	\$ 13,082.00	\$ 13,082.00	\$ 13,082.00
	(2)	\$ 45,255.88	\$ 45,899.36	\$ 46,555.71	\$ 47,225.18	\$ 47,908.04
Additional Interest	(3)	\$ 30,300.00	\$ 29,725.00	\$ 29,125.00	\$ 28,500.00	\$ 27,850.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 445,718.38	\$ 446,761.86	\$ 447,618.21	\$ 448,287.68	\$ 448,445.54

Improvement Area #3						
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ 85,000.00	\$ 85,000.00	\$ 90,000.00	\$ 95,000.00	\$ 100,000.00
Interest		\$ 326,425.00	\$ 321,750.00	\$ 317,075.00	\$ 312,125.00	\$ 306,900.00
	(1)	\$ 411,425.00	\$ 406,750.00	\$ 407,075.00	\$ 407,125.00	\$ 406,900.00
Administrative Expenses						
Administrative Costs		\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96	\$ 33,122.42
Maintenance and Operation Costs		\$ 11,470.00	\$ 11,470.00	\$ 11,470.00	\$ 11,470.00	\$ 11,470.00
	(2)	\$ 42,070.00	\$ 42,682.00	\$ 43,306.24	\$ 43,942.96	\$ 44,592.42
Additional Interest	(3)	\$ 29,675.00	\$ 29,250.00	\$ 28,825.00	\$ 28,375.00	\$ 27,900.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 483,170.00	\$ 478,682.00	\$ 479,206.24	\$ 479,442.96	\$ 479,392.42

EXHIBIT D – SOURCES AND USES OF FUNDS

	Phase 1	Improvement Area #1C	Improvement Area #2	Improvement Area #3
Sources				
Phase 1 Assessments	\$ 10,135,000	\$ -	\$ -	\$ -
Improvement Area #1C Assessments ²	-	1,290,079	-	-
Improvement Area #2 Assessments ²	-	-	6,170,000	-
Improvement Area #3 Assessments ²	-	-	-	5,935,000
Owner Contribution ¹	2,970,036	220,117	2,215,708	799,128
Total Sources	\$ 13,105,036	\$ 1,510,196	\$ 8,385,708	\$ 6,734,128
Uses				
Major Improvements	\$ 857,540	\$ 100,022	\$ 461,720	\$ 411,839
Phase 1 Improvements	10,115,108	-	-	-
Phase 2 Improvements	-	1,359,505	6,275,756	-
Improvement Area #3 Improvements	-	-	-	5,187,289
	<u>\$ 10,972,648</u>	<u>\$ 1,459,527</u>	<u>\$ 6,737,476</u>	<u>\$ 5,599,128</u>
<i>Bond Issuance Costs</i>				
PID legal fees	\$ 276,000	\$ 50,669	\$ 233,899	\$ -
Debt Service Reserve	571,188	-	425,250	412,750
Capitalized Interest	-	-	366,583	181,347
Other bond issuance Costs	1,285,200	-	598,581	510,903
	<u>\$ 2,132,388</u>	<u>\$ 50,669</u>	<u>\$ 1,624,313</u>	<u>\$ 1,105,000</u>
<i>Other Costs</i>				
Initial Administrative Fund Deposit	\$ -	\$ -	\$ 23,919	\$ 30,000
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 23,919</u>	<u>\$ 30,000</u>
Total Uses	\$ 13,105,036	\$ 1,510,196	\$ 8,385,708	\$ 6,734,128

Notes:

- 1) Not reimbursable to Owner through Assessments.
- 2) Figures shown are the amounts levied pursuant the applicable Assessment Ordinance.

EXHIBIT E-1 – PHASE 1 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Phase 1 ¹	
			Outstanding Assessment ²	Annual Installment Due 1/31/2022
86960	SONOMA VERDE PHASE 1, BLOCK A, LOT 1, OPEN SPACE	Non Benefitted	\$ -	\$ -
86961	SONOMA VERDE PHASE 1, BLOCK A, LOT 2	6	\$ 36,161.59	\$ 2,471.94
86962	SONOMA VERDE PHASE 1, BLOCK A, LOT 3	6	\$ 36,161.59	\$ 2,471.94
86963	SONOMA VERDE PHASE 1, BLOCK A, LOT 4	6	\$ 36,161.59	\$ 2,471.94
86964	SONOMA VERDE PHASE 1, BLOCK A, LOT 5	6	\$ 36,161.59	\$ 2,471.94
86965	SONOMA VERDE PHASE 1, BLOCK A, LOT 6	6	\$ 36,161.59	\$ 2,471.94
86966	SONOMA VERDE PHASE 1, BLOCK A, LOT 7	6	\$ 36,161.59	\$ 2,471.94
86967	SONOMA VERDE PHASE 1, BLOCK A, LOT 8	6	\$ 36,161.59	\$ 2,471.94
86968	SONOMA VERDE PHASE 1, BLOCK A, LOT 9	6	\$ 36,161.59	\$ 2,471.94
86969	SONOMA VERDE PHASE 1, BLOCK A, LOT 10, OPEN SPACE	Non Benefitted	\$ -	\$ -
86970	SONOMA VERDE PHASE 1, BLOCK B, LOT 1R1, ACRES .493, (REPLAT 2019)	2	\$ 37,517.65	\$ 2,562.32
86971	SONOMA VERDE PHASE 1, BLOCK B, LOT 2	2	\$ 37,517.65	\$ 2,562.32
86972	SONOMA VERDE PHASE 1, BLOCK B, LOT 3	2	\$ 37,517.65	\$ 2,562.32
86973	SONOMA VERDE PHASE 1, BLOCK B, LOT 4	2	\$ 37,517.65	\$ 2,562.32
86974	SONOMA VERDE PHASE 1, BLOCK B, LOT 5	2	\$ 37,517.65	\$ 2,562.32
86975	SONOMA VERDE PHASE 1, BLOCK B, LOT 6	2	\$ 37,517.65	\$ 2,562.32
86976	SONOMA VERDE PHASE 1, BLOCK B, LOT 7	2	\$ 37,517.65	\$ 2,562.32
86977	SONOMA VERDE PHASE 1, BLOCK B, LOT 8	2	\$ 37,517.65	\$ 2,562.32
86978	SONOMA VERDE PHASE 1, BLOCK B, LOT 9	2	\$ 37,517.65	\$ 2,562.32
86979	SONOMA VERDE PHASE 1, BLOCK B, LOT 10	2	\$ 37,517.65	\$ 2,562.32
86980	SONOMA VERDE PHASE 1, BLOCK B, LOT 11	2	\$ 37,517.65	\$ 2,562.32
86981	SONOMA VERDE PHASE 1, BLOCK B, LOT 12	2	\$ 37,517.65	\$ 2,562.32
86982	SONOMA VERDE PHASE 1, BLOCK B, LOT 13	2	\$ 37,517.65	\$ 2,562.32
86983	SONOMA VERDE PHASE 1, BLOCK B, LOT 14	2	\$ 37,517.65	\$ 2,562.32
86984	SONOMA VERDE PHASE 1, BLOCK B, LOT 15	2	\$ 37,517.65	\$ 2,562.32
86985	SONOMA VERDE PHASE 1, BLOCK C, LOT 1	3	\$ 28,929.27	\$ 1,989.95
86986	SONOMA VERDE PHASE 1, BLOCK C, LOT 2	3	\$ 28,929.27	\$ 1,989.95
86987	SONOMA VERDE PHASE 1, BLOCK C, LOT 3	3	\$ 28,929.27	\$ 1,989.95
86988	SONOMA VERDE PHASE 1, BLOCK C, LOT 4	3	\$ 28,929.27	\$ 1,989.95
86989	SONOMA VERDE PHASE 1, BLOCK C, LOT 5	4	\$ 26,217.15	\$ 1,809.20
86990	SONOMA VERDE PHASE 1, BLOCK C, LOT 6	4	\$ 26,217.15	\$ 1,809.20
86991	SONOMA VERDE PHASE 1, BLOCK C, LOT 7	4	\$ 26,217.15	\$ 1,809.20
86992	SONOMA VERDE PHASE 1, BLOCK C, LOT 8	4	\$ 26,217.15	\$ 1,809.20
86993	SONOMA VERDE PHASE 1, BLOCK C, LOT 9	4	\$ 26,217.15	\$ 1,809.20
86994	SONOMA VERDE PHASE 1, BLOCK C, LOT 10	4	\$ 26,217.15	\$ 1,809.20
86995	SONOMA VERDE PHASE 1, BLOCK C, LOT 11	4	\$ 26,217.15	\$ 1,809.20
86996	SONOMA VERDE PHASE 1, BLOCK C, LOT 12	4	\$ 26,217.15	\$ 1,809.20
86997	SONOMA VERDE PHASE 1, BLOCK C, LOT 13	4	\$ 26,217.15	\$ 1,809.20
86998	SONOMA VERDE PHASE 1, BLOCK C, LOT 14	4	\$ 26,217.15	\$ 1,809.20
86999	SONOMA VERDE PHASE 1, BLOCK C, LOT 15	4	\$ 26,217.15	\$ 1,809.20
87000	SONOMA VERDE PHASE 1, BLOCK C, LOT 16	4	\$ 26,217.15	\$ 1,809.20
87001	SONOMA VERDE PHASE 1, BLOCK C, LOT 17	4	\$ 26,217.15	\$ 1,809.20
87002	SONOMA VERDE PHASE 1, BLOCK C, LOT 18	4	\$ 26,217.15	\$ 1,809.20
87003	SONOMA VERDE PHASE 1, BLOCK C, LOT 19	4	\$ 26,217.15	\$ 1,809.20
87004	SONOMA VERDE PHASE 1, BLOCK C, LOT 20	4	\$ 26,217.15	\$ 1,809.20
87005	SONOMA VERDE PHASE 1, BLOCK C, LOT 21	4	\$ 26,217.15	\$ 1,809.20
87006	SONOMA VERDE PHASE 1, BLOCK C, LOT 22	4	\$ 26,217.15	\$ 1,809.20
87007	SONOMA VERDE PHASE 1, BLOCK C, LOT 23	4	\$ 26,217.15	\$ 1,809.20
87008	SONOMA VERDE PHASE 1, BLOCK C, LOT 24	4	\$ 26,217.15	\$ 1,809.20
87009	SONOMA VERDE PHASE 1, BLOCK C, LOT 25	4	\$ 26,217.15	\$ 1,809.20
87010	SONOMA VERDE PHASE 1, BLOCK C, LOT 26	4	\$ 26,217.15	\$ 1,809.20
87011	SONOMA VERDE PHASE 1, BLOCK C, LOT 27	4	PREPAID IN FULL	
87012	SONOMA VERDE PHASE 1, BLOCK C, LOT 28	4	\$ 26,217.15	\$ 1,809.20
87013	SONOMA VERDE PHASE 1, BLOCK C, LOT 29	4	\$ 26,217.15	\$ 1,809.20
87014	SONOMA VERDE PHASE 1, BLOCK C, LOT 30	4	\$ 26,217.15	\$ 1,809.20

Property ID	Legal Description	Lot Type	Phase 1 ¹	
			Outstanding Assessment ²	Annual Installment Due 1/31/2022
87015	SONOMA VERDE PHASE 1, BLOCK C, LOT 31	4	\$ 26,217.15	\$ 1,809.20
87016	SONOMA VERDE PHASE 1, BLOCK C, LOT 58	2	\$ 37,517.65	\$ 2,562.32
87017	SONOMA VERDE PHASE 1, BLOCK C, LOT 59	2	\$ 37,517.65	\$ 2,562.32
87018	SONOMA VERDE PHASE 1, BLOCK C, LOT 60	2	\$ 37,517.65	\$ 2,562.32
87019	SONOMA VERDE PHASE 1, BLOCK C, LOT 61	2	\$ 37,517.65	\$ 2,562.32
87020	SONOMA VERDE PHASE 1, BLOCK C, LOT 62	2	\$ 37,517.65	\$ 2,562.32
87021	SONOMA VERDE PHASE 1, BLOCK C, LOT 63	2	\$ 37,517.65	\$ 2,562.32
87022	SONOMA VERDE PHASE 1, BLOCK C, LOT 64	2	\$ 37,517.65	\$ 2,562.32
87023	SONOMA VERDE PHASE 1, BLOCK C, LOT 65	2	\$ 37,517.65	\$ 2,562.32
87024	SONOMA VERDE PHASE 1, BLOCK C, LOT 66	2	\$ 37,517.65	\$ 2,562.32
87025	SONOMA VERDE PHASE 1, BLOCK C, LOT 67	2	\$ 37,517.65	\$ 2,562.32
87026	SONOMA VERDE PHASE 1, BLOCK C, LOT 68	2	\$ 37,517.65	\$ 2,562.32
87027	SONOMA VERDE PHASE 1, BLOCK C, LOT 69	2	\$ 37,517.65	\$ 2,562.32
87028	SONOMA VERDE PHASE 1, BLOCK C, LOT 70	2	\$ 37,517.65	\$ 2,562.32
87029	SONOMA VERDE PHASE 1, BLOCK C, LOT 71	2	\$ 37,517.65	\$ 2,562.32
87030	SONOMA VERDE PHASE 1, BLOCK D, LOT 1	4	\$ 26,217.15	\$ 1,809.20
87031	SONOMA VERDE PHASE 1, BLOCK D, LOT 2	4	\$ 26,217.15	\$ 1,809.20
87032	SONOMA VERDE PHASE 1, BLOCK D, LOT 3	4	\$ 26,217.15	\$ 1,809.20
87033	SONOMA VERDE PHASE 1, BLOCK D, LOT 24	4	\$ 26,217.15	\$ 1,809.20
87034	SONOMA VERDE PHASE 1, BLOCK D, LOT 25	4	\$ 26,217.15	\$ 1,809.20
87035	SONOMA VERDE PHASE 1, BLOCK D, LOT 26	4	\$ 26,217.15	\$ 1,809.20
87036	SONOMA VERDE PHASE 1, BLOCK D, LOT 27, Undivided Interest 50%	4	\$ 26,217.15	\$ 1,809.20
87037	SONOMA VERDE PHASE 1, BLOCK D, LOT 28	4	\$ 26,217.15	\$ 1,809.20
87038	SONOMA VERDE PHASE 1, BLOCK D, LOT 29	4	\$ 26,217.15	\$ 1,809.20
87039	SONOMA VERDE PHASE 1, BLOCK D, LOT 30	4	\$ 26,217.15	\$ 1,809.20
87040	SONOMA VERDE PHASE 1, BLOCK E, LOT 1	4	\$ 26,217.15	\$ 1,809.20
87041	SONOMA VERDE PHASE 1, BLOCK E, LOT 2	4	\$ 26,217.15	\$ 1,809.20
87042	SONOMA VERDE PHASE 1, BLOCK E, LOT 3	4	\$ 26,217.15	\$ 1,809.20
87043	SONOMA VERDE PHASE 1, BLOCK E, LOT 4	4	\$ 26,217.15	\$ 1,809.20
87044	SONOMA VERDE PHASE 1, BLOCK E, LOT 5	4	\$ 26,217.15	\$ 1,809.20
87045	SONOMA VERDE PHASE 1, BLOCK E, LOT 26	4	\$ 26,217.15	\$ 1,809.20
87046	SONOMA VERDE PHASE 1, BLOCK F, LOT 1	3	\$ 28,929.27	\$ 1,989.95
87047	SONOMA VERDE PHASE 1, BLOCK F, LOT 2	3	\$ 28,929.27	\$ 1,989.95
87048	SONOMA VERDE PHASE 1, BLOCK F, LOT 3	3	\$ 28,929.27	\$ 1,989.95
87049	SONOMA VERDE PHASE 1, BLOCK F, LOT 4	3	\$ 28,929.27	\$ 1,989.95
87050	SONOMA VERDE PHASE 1, BLOCK F, LOT 5	3	\$ 28,929.27	\$ 1,989.95
87051	SONOMA VERDE PHASE 1, BLOCK F, LOT 6	3	\$ 28,929.27	\$ 1,989.95
87052	SONOMA VERDE PHASE 1, BLOCK F, LOT 7	3	\$ 28,929.27	\$ 1,989.95
87053	SONOMA VERDE PHASE 1, BLOCK F, LOT 8	3	\$ 28,929.27	\$ 1,989.95
87054	SONOMA VERDE PHASE 1, BLOCK F, LOT 9	3	\$ 28,929.27	\$ 1,989.95
87055	SONOMA VERDE PHASE 1, BLOCK F, LOT 10	3	\$ 28,929.27	\$ 1,989.95
87056	SONOMA VERDE PHASE 1, BLOCK F, LOT 11	3	\$ 28,929.27	\$ 1,989.95
87057	SONOMA VERDE PHASE 1, BLOCK F, LOT 12	3	\$ 28,929.27	\$ 1,989.95
87058	SONOMA VERDE PHASE 1, BLOCK F, LOT 13	3	\$ 28,929.27	\$ 1,989.95
87059	SONOMA VERDE PHASE 1, BLOCK F, LOT 14	3	\$ 28,929.27	\$ 1,989.95
87060	SONOMA VERDE PHASE 1, BLOCK F, LOT 15, OPEN SPACE	Non Benefitted	\$ -	\$ -
87061	SONOMA VERDE PHASE 1, BLOCK F, LOT 27	4	\$ 26,217.15	\$ 1,809.20
87062	SONOMA VERDE PHASE 1, BLOCK F, LOT 28	4	\$ 26,217.15	\$ 1,809.20
87063	SONOMA VERDE PHASE 1, BLOCK F, LOT 29	4	\$ 26,217.15	\$ 1,809.20
87064	SONOMA VERDE PHASE 1, BLOCK F, LOT 30	4	\$ 26,217.15	\$ 1,809.20
87065	SONOMA VERDE PHASE 1, BLOCK F, LOT 31	4	\$ 26,217.15	\$ 1,809.20
87066	SONOMA VERDE PHASE 1, BLOCK F, LOT 32	4	\$ 26,217.15	\$ 1,809.20
87067	SONOMA VERDE PHASE 1, BLOCK G, LOT 1	3	\$ 28,929.27	\$ 1,989.95
87068	SONOMA VERDE PHASE 1, BLOCK G, LOT 2	3	\$ 28,929.27	\$ 1,989.95
87069	SONOMA VERDE PHASE 1, BLOCK G, LOT 3	3	\$ 28,929.27	\$ 1,989.95

Property ID	Legal Description	Lot Type	Phase 1 ¹	
			Outstanding Assessment ²	Annual Installment Due 1/31/2022
87070	SONOMA VERDE PHASE 1, BLOCK G, LOT 4	3	\$ 28,929.27	\$ 1,989.95
87071	SONOMA VERDE PHASE 1, BLOCK G, LOT 5	3	\$ 28,929.27	\$ 1,989.95
87072	SONOMA VERDE PHASE 1, BLOCK G, LOT 6	3	\$ 28,929.27	\$ 1,989.95
87073	SONOMA VERDE PHASE 1, BLOCK G, LOT 7	5	\$ 20,792.91	\$ 1,447.72
87074	SONOMA VERDE PHASE 1, BLOCK G, LOT 8	5	\$ 20,792.91	\$ 1,447.72
87075	SONOMA VERDE PHASE 1, BLOCK G, LOT 9	5	\$ 20,792.91	\$ 1,447.72
87076	SONOMA VERDE PHASE 1, BLOCK G, LOT 10	5	\$ 20,792.91	\$ 1,447.72
87077	SONOMA VERDE PHASE 1, BLOCK G, LOT 11	5	\$ 20,792.91	\$ 1,447.72
87078	SONOMA VERDE PHASE 1, BLOCK G, LOT 12	5	\$ 20,792.91	\$ 1,447.72
87079	SONOMA VERDE PHASE 1, BLOCK G, LOT 13	5	\$ 20,792.91	\$ 1,447.72
87080	SONOMA VERDE PHASE 1, BLOCK G, LOT 14	5	\$ 20,792.91	\$ 1,447.72
87081	SONOMA VERDE PHASE 1, BLOCK G, LOT 15	5	\$ 20,792.91	\$ 1,447.72
87082	SONOMA VERDE PHASE 1, BLOCK G, LOT 16	5	\$ 20,792.91	\$ 1,447.72
87083	SONOMA VERDE PHASE 1, BLOCK G, LOT 17	5	\$ 20,792.91	\$ 1,447.72
87084	SONOMA VERDE PHASE 1, BLOCK G, LOT 18	5	\$ 20,792.91	\$ 1,447.72
87085	SONOMA VERDE PHASE 1, BLOCK G, LOT 19	5	\$ 20,792.91	\$ 1,447.72
87086	SONOMA VERDE PHASE 1, BLOCK G, LOT 20	5	\$ 20,792.91	\$ 1,447.72
87087	SONOMA VERDE PHASE 1, BLOCK G, LOT 21	5	\$ 20,792.91	\$ 1,447.72
87088	SONOMA VERDE PHASE 1, BLOCK G, LOT 22	5	\$ 20,792.91	\$ 1,447.72
87089	SONOMA VERDE PHASE 1, BLOCK G, LOT 23	5	\$ 20,792.91	\$ 1,447.72
87090	SONOMA VERDE PHASE 1, BLOCK G, LOT 24	5	\$ 20,792.91	\$ 1,447.72
87091	SONOMA VERDE PHASE 1, BLOCK G, LOT 25	5	\$ 20,792.91	\$ 1,447.72
87092	SONOMA VERDE PHASE 1, BLOCK G, LOT 26	5	\$ 20,792.91	\$ 1,447.72
87093	SONOMA VERDE PHASE 1, BLOCK G, LOT 27	5	\$ 20,792.91	\$ 1,447.72
87094	SONOMA VERDE PHASE 1, BLOCK G, LOT 28	5	\$ 20,792.91	\$ 1,447.72
87095	SONOMA VERDE PHASE 1, BLOCK G, LOT 29	5	\$ 20,792.91	\$ 1,447.72
87096	SONOMA VERDE PHASE 1, BLOCK G, LOT 30	5	\$ 20,792.91	\$ 1,447.72
87097	SONOMA VERDE PHASE 1, BLOCK H, LOT 1	3	\$ 28,929.27	\$ 1,989.95
87098	SONOMA VERDE PHASE 1, BLOCK H, LOT 2	3	\$ 28,929.27	\$ 1,989.95
87099	SONOMA VERDE PHASE 1, BLOCK H, LOT 3	3	\$ 28,929.27	\$ 1,989.95
87100	SONOMA VERDE PHASE 1, BLOCK H, LOT 4	3	\$ 28,929.27	\$ 1,989.95
87101	SONOMA VERDE PHASE 1, BLOCK H, LOT 5	3	\$ 28,929.27	\$ 1,989.95
87102	SONOMA VERDE PHASE 1, BLOCK H, LOT 6	3	\$ 28,929.27	\$ 1,989.95
87103	SONOMA VERDE PHASE 1, BLOCK H, LOT 7, OPEN SPACE	Non Benefitted	\$ -	\$ -
87104	SONOMA VERDE PHASE 1, BLOCK H, LOT 8	4	\$ 26,217.15	\$ 1,809.20
87105	SONOMA VERDE PHASE 1, BLOCK H, LOT 9	5	\$ 20,792.91	\$ 1,447.72
87106	SONOMA VERDE PHASE 1, BLOCK H, LOT 10	5	\$ 20,792.91	\$ 1,447.72
87107	SONOMA VERDE PHASE 1, BLOCK H, LOT 11	5	\$ 20,792.91	\$ 1,447.72
87108	SONOMA VERDE PHASE 1, BLOCK H, LOT 12	4	\$ 26,217.15	\$ 1,809.20
87109	SONOMA VERDE PHASE 1, BLOCK H, LOT 13	4	\$ 26,217.15	\$ 1,809.20
87110	SONOMA VERDE PHASE 1, BLOCK H, LOT 14	4	\$ 26,217.15	\$ 1,809.20
87111	SONOMA VERDE PHASE 1, BLOCK H, LOT 15	5	\$ 20,792.91	\$ 1,447.72
87112	SONOMA VERDE PHASE 1, BLOCK H, LOT 16	5	\$ 20,792.91	\$ 1,447.72
87113	SONOMA VERDE PHASE 1, BLOCK H, LOT 17	5	\$ 20,792.91	\$ 1,447.72
87114	SONOMA VERDE PHASE 1, BLOCK H, LOT 18	5	\$ 20,792.91	\$ 1,447.72
87115	SONOMA VERDE PHASE 1, BLOCK H, LOT 19	5	\$ 20,792.91	\$ 1,447.72
87116	SONOMA VERDE PHASE 1, BLOCK H, LOT 20	5	\$ 20,792.91	\$ 1,447.72
87117	SONOMA VERDE PHASE 1, BLOCK H, LOT 21	5	\$ 20,792.91	\$ 1,447.72
87118	SONOMA VERDE PHASE 1, BLOCK H, LOT 22	5	\$ 20,792.91	\$ 1,447.72
87119	SONOMA VERDE PHASE 1, BLOCK H, LOT 23	5	\$ 20,792.91	\$ 1,447.72
87120	SONOMA VERDE PHASE 1, BLOCK I, LOT 1	5	\$ 20,792.91	\$ 1,447.72
87121	SONOMA VERDE PHASE 1, BLOCK I, LOT 2	5	\$ 20,792.91	\$ 1,447.72
87122	SONOMA VERDE PHASE 1, BLOCK I, LOT 3	5	\$ 20,792.91	\$ 1,447.72
87123	SONOMA VERDE PHASE 1, BLOCK I, LOT 4	5	\$ 20,792.91	\$ 1,447.72
87124	SONOMA VERDE PHASE 1, BLOCK J, LOT 1	5	\$ 20,792.91	\$ 1,447.72

Property ID	Legal Description	Lot Type	Phase 1 ¹	
			Outstanding Assessment ²	Annual Installment Due 1/31/2022
87125	SONOMA VERDE PHASE 1, BLOCK J, LOT 2	5	\$ 20,792.91	\$ 1,447.72
87126	SONOMA VERDE PHASE 1, BLOCK J, LOT 3	5	\$ 20,792.91	\$ 1,447.72
87127	SONOMA VERDE PHASE 1, BLOCK J, LOT 4	5	\$ 20,792.91	\$ 1,447.72
87128	SONOMA VERDE PHASE 1, BLOCK J, LOT 5	5	\$ 20,792.91	\$ 1,447.72
87129	SONOMA VERDE PHASE 1, BLOCK J, LOT 6	5	\$ 20,792.91	\$ 1,447.72
87130	SONOMA VERDE PHASE 1, BLOCK J, LOT 7	5	\$ 20,792.91	\$ 1,447.72
87131	SONOMA VERDE PHASE 1, BLOCK J, LOT 8	5	\$ 20,792.91	\$ 1,447.72
87132	SONOMA VERDE PHASE 1, BLOCK J, LOT 9	5	\$ 20,792.91	\$ 1,447.72
87133	SONOMA VERDE PHASE 1, BLOCK J, LOT 10	5	\$ 20,792.91	\$ 1,447.72
87134	SONOMA VERDE PHASE 1, BLOCK J, LOT 11	5	\$ 20,792.91	\$ 1,447.72
87135	SONOMA VERDE PHASE 1, BLOCK J, LOT 12	5	\$ 20,792.91	\$ 1,447.72
87136	SONOMA VERDE PHASE 1, BLOCK J, LOT 13	5	\$ 20,792.91	\$ 1,447.72
87137	SONOMA VERDE PHASE 1, BLOCK L, LOT 1, AMENITY CENTER	Non Benefitted	\$ -	\$ -
87138	SONOMA VERDE PHASE 1, BLOCK K, LOT 1, OPEN SPACE	Non Benefitted	\$ -	\$ -
87139	SONOMA VERDE PHASE 1, BLOCK L, LOT 2, PIPELINE EASEMENT	Non Benefitted	\$ -	\$ -
87140	SONOMA VERDE PHASE 1, BLOCK M, LOT 1, OPEN SPACE	Non Benefitted	\$ -	\$ -
89847	SONOMA VERDE PH 1B, BLOCK Z, LOT 12	4	\$ 26,217.15	\$ 1,809.20
89848	SONOMA VERDE PH 1B, BLOCK Z, LOT 13	4	\$ 26,217.15	\$ 1,809.20
89849	SONOMA VERDE PH 1B, BLOCK C, LOT 32	4	\$ 26,217.15	\$ 1,809.20
89850	SONOMA VERDE PH 1B, BLOCK C, LOT 33	4	\$ 26,217.15	\$ 1,809.20
89851	SONOMA VERDE PH 1B, BLOCK D, LOT 4	4	\$ 26,217.15	\$ 1,809.20
89852	SONOMA VERDE PH 1B, BLOCK D, LOT 5	4	\$ 26,217.15	\$ 1,809.20
89853	SONOMA VERDE PH 1B, BLOCK D, LOT 6	4	\$ 26,217.15	\$ 1,809.20
89854	SONOMA VERDE PH 1B, BLOCK D, LOT 7	4	\$ 26,217.15	\$ 1,809.20
89855	SONOMA VERDE PH 1B, BLOCK D, LOT 8	4	\$ 26,217.15	\$ 1,809.20
89856	SONOMA VERDE PH 1B, BLOCK D, LOT 9	4	\$ 26,217.15	\$ 1,809.20
89857	SONOMA VERDE PH 1B, BLOCK D, LOT 10	4	\$ 26,217.15	\$ 1,809.20
89858	SONOMA VERDE PH 1B, BLOCK D, LOT 11	4	\$ 26,217.15	\$ 1,809.20
89859	SONOMA VERDE PH 1B, BLOCK D, LOT 12	4	\$ 26,217.15	\$ 1,809.20
89860	SONOMA VERDE PH 1B, BLOCK D, LOT 13	4	\$ 26,217.15	\$ 1,809.20
89861	SONOMA VERDE PH 1B, BLOCK D, LOT 14	4	\$ 26,217.15	\$ 1,809.20
89862	SONOMA VERDE PH 1B, BLOCK D, LOT 15	4	PREPAID IN FULL	
89863	SONOMA VERDE PH 1B, BLOCK D, LOT 16	4	\$ 26,217.15	\$ 1,809.20
89864	SONOMA VERDE PH 1B, BLOCK D, LOT 17	4	\$ 26,217.15	\$ 1,809.20
89865	SONOMA VERDE PH 1B, BLOCK D, LOT 18	4	\$ 26,217.15	\$ 1,809.20
89866	SONOMA VERDE PH 1B, BLOCK D, LOT 19	4	\$ 26,217.15	\$ 1,809.20
89867	SONOMA VERDE PH 1B, BLOCK D, LOT 20	4	\$ 26,217.15	\$ 1,809.20
89868	SONOMA VERDE PH 1B, BLOCK D, LOT 21	4	\$ 26,217.15	\$ 1,809.20
89869	SONOMA VERDE PH 1B, BLOCK D, LOT 22	4	\$ 26,217.15	\$ 1,809.20
89870	SONOMA VERDE PH 1B, BLOCK D, LOT 23	4	\$ 26,217.15	\$ 1,809.20
89871	SONOMA VERDE PH 1B, BLOCK E, LOT 6	4	\$ 26,217.15	\$ 1,809.20
89872	SONOMA VERDE PH 1B, BLOCK E, LOT 7	4	\$ 26,217.15	\$ 1,809.20
89873	SONOMA VERDE PH 1B, BLOCK E, LOT 8	4	\$ 26,217.15	\$ 1,809.20
89874	SONOMA VERDE PH 1B, BLOCK E, LOT 9	4	\$ 26,217.15	\$ 1,809.20
89875	SONOMA VERDE PH 1B, BLOCK E, LOT 10	4	\$ 26,217.15	\$ 1,809.20
89876	SONOMA VERDE PH 1B, BLOCK E, LOT 11	4	\$ 26,217.15	\$ 1,809.20
89877	SONOMA VERDE PH 1B, BLOCK E, LOT 12	4	\$ 26,217.15	\$ 1,809.20
89878	SONOMA VERDE PH 1B, BLOCK E, LOT 13	4	\$ 26,217.15	\$ 1,809.20
89879	SONOMA VERDE PH 1B, BLOCK E, LOT 14	4	\$ 26,217.15	\$ 1,809.20
89880	SONOMA VERDE PH 1B, BLOCK E, LOT 15	4	\$ 26,217.15	\$ 1,809.20
89881	SONOMA VERDE PH 1B, BLOCK E, LOT 16	4	\$ 26,217.15	\$ 1,809.20
89882	SONOMA VERDE PH 1B, BLOCK E, LOT 17	4	\$ 26,217.15	\$ 1,809.20
89883	SONOMA VERDE PH 1B, BLOCK E, LOT 18	4	\$ 26,217.15	\$ 1,809.20
89884	SONOMA VERDE PH 1B, BLOCK E, LOT 19	4	\$ 26,217.15	\$ 1,809.20
89885	SONOMA VERDE PH 1B, BLOCK E, LOT 20	4	\$ 26,217.15	\$ 1,809.20

Property ID	Legal Description	Lot Type	Phase 1 ¹	
			Outstanding Assessment ²	Annual Installment Due 1/31/2022
89886	SONOMA VERDE PH 1B, BLOCK E, LOT 21	4	\$ 26,217.15	\$ 1,809.20
89887	SONOMA VERDE PH 1B, BLOCK E, LOT 22	4	\$ 26,217.15	\$ 1,809.20
89888	SONOMA VERDE PH 1B, BLOCK E, LOT 23	4	\$ 26,217.15	\$ 1,809.20
89889	SONOMA VERDE PH 1B, BLOCK E, LOT 24	4	\$ 26,217.15	\$ 1,809.20
89890	SONOMA VERDE PH 1B, BLOCK E, LOT 25	4	\$ 26,217.15	\$ 1,809.20
89891	SONOMA VERDE PH 1B, BLOCK F, LOT 16	4	\$ 26,217.15	\$ 1,809.20
89892	SONOMA VERDE PH 1B, BLOCK F, LOT 17	4	\$ 26,217.15	\$ 1,809.20
89893	SONOMA VERDE PH 1B, BLOCK F, LOT 18	4	\$ 26,217.15	\$ 1,809.20
89894	SONOMA VERDE PH 1B, BLOCK F, LOT 19	4	\$ 26,217.15	\$ 1,809.20
89895	SONOMA VERDE PH 1B, BLOCK F, LOT 20	4	\$ 26,217.15	\$ 1,809.20
89896	SONOMA VERDE PH 1B, BLOCK F, LOT 21	4	\$ 26,217.15	\$ 1,809.20
89897	SONOMA VERDE PH 1B, BLOCK F, LOT 22	4	\$ 26,217.15	\$ 1,809.20
89898	SONOMA VERDE PH 1B, BLOCK F, LOT 23	4	\$ 26,217.15	\$ 1,809.20
89899	SONOMA VERDE PH 1B, BLOCK F, LOT 24	4	\$ 26,217.15	\$ 1,809.20
89900	SONOMA VERDE PH 1B, BLOCK F, LOT 25	4	\$ 26,217.15	\$ 1,809.20
89901	SONOMA VERDE PH 1B, BLOCK F, LOT 26	4	\$ 26,217.15	\$ 1,809.20
89902	SONOMA VERDE PH 1B, BLOCK G, LOT 31	5	\$ 20,792.91	\$ 1,447.72
89903	SONOMA VERDE PH 1B, BLOCK G, LOT 32	5	\$ 20,792.91	\$ 1,447.72
89904	SONOMA VERDE PH 1B, BLOCK G, LOT 33	5	\$ 20,792.91	\$ 1,447.72
89905	SONOMA VERDE PH 1B, BLOCK G, LOT 34	5	\$ 20,792.91	\$ 1,447.72
89906	SONOMA VERDE PH 1B, BLOCK G, LOT 35	5	\$ 20,792.91	\$ 1,447.72
89907	SONOMA VERDE PH 1B, BLOCK G, LOT 36	5	\$ 20,792.91	\$ 1,447.72
89908	SONOMA VERDE PH 1B, BLOCK G, LOT 37	5	\$ 20,792.91	\$ 1,447.72
89909	SONOMA VERDE PH 1B, BLOCK G, LOT 38	5	\$ 20,792.91	\$ 1,447.72
89910	SONOMA VERDE PH 1B, BLOCK G, LOT 39	5	\$ 20,792.91	\$ 1,447.72
89911	SONOMA VERDE PH 1B, BLOCK G, LOT 40	5	\$ 20,792.91	\$ 1,447.72
89912	SONOMA VERDE PH 1B, BLOCK G, LOT 41	5	\$ 20,792.91	\$ 1,447.72
89913	SONOMA VERDE PH 1B, BLOCK G, LOT 42	5	\$ 20,792.91	\$ 1,447.72
89914	SONOMA VERDE PH 1B, BLOCK G, LOT 43	5	\$ 20,792.91	\$ 1,447.72
89915	SONOMA VERDE PH 1B, BLOCK G, LOT 44	5	\$ 20,792.91	\$ 1,447.72
89916	SONOMA VERDE PH 1B, BLOCK K, LOT 1	5	\$ 20,792.91	\$ 1,447.72
89917	SONOMA VERDE PH 1B, BLOCK K, LOT 2	5	\$ 20,792.91	\$ 1,447.72
89918	SONOMA VERDE PH 1B, BLOCK K, LOT 3	5	\$ 20,792.91	\$ 1,447.72
89919	SONOMA VERDE PH 1B, BLOCK K, LOT 4	5	\$ 20,792.91	\$ 1,447.72
89920	SONOMA VERDE PH 1B, BLOCK K, LOT 5	5	\$ 20,792.91	\$ 1,447.72
89921	SONOMA VERDE PH 1B, BLOCK K, LOT 6	5	\$ 20,792.91	\$ 1,447.72
89922	SONOMA VERDE PH 1B, BLOCK K, LOT 7	5	\$ 20,792.91	\$ 1,447.72
89923	SONOMA VERDE PH 1B, BLOCK K, LOT 8	5	\$ 20,792.91	\$ 1,447.72
89924	SONOMA VERDE PH 1B, BLOCK K, LOT 9	5	\$ 20,792.91	\$ 1,447.72
89925	SONOMA VERDE PH 1B, BLOCK K, LOT 10	5	\$ 20,792.91	\$ 1,447.72
89926	SONOMA VERDE PH 1B, BLOCK K, LOT 11	5	\$ 20,792.91	\$ 1,447.72
89927	SONOMA VERDE PH 1B, BLOCK K, LOT 12	5	\$ 20,792.91	\$ 1,447.72
89928	SONOMA VERDE PH 1B, BLOCK K, LOT 13	5	\$ 20,792.91	\$ 1,447.72
89929	SONOMA VERDE PH 1B, BLOCK K, LOT 14	5	\$ 20,792.91	\$ 1,447.72
89930	SONOMA VERDE PH 1B, BLOCK K, LOT 15	5	\$ 20,792.91	\$ 1,447.72
89931	SONOMA VERDE PH 1B, BLOCK L, LOT 1	5	\$ 20,792.91	\$ 1,447.72
89932	SONOMA VERDE PH 1B, BLOCK L, LOT 2	5	\$ 20,792.91	\$ 1,447.72
89933	SONOMA VERDE PH 1B, BLOCK L, LOT 3	5	\$ 20,792.91	\$ 1,447.72
89934	SONOMA VERDE PH 1B, BLOCK L, LOT 4	5	\$ 20,792.91	\$ 1,447.72
89935	SONOMA VERDE PH 1B, BLOCK L, LOT 5	5	\$ 20,792.91	\$ 1,447.72
89936	SONOMA VERDE PH 1B, BLOCK L, LOT 6	5	\$ 20,792.91	\$ 1,447.72
89937	SONOMA VERDE PH 1B, BLOCK L, LOT 7	5	\$ 20,792.91	\$ 1,447.72
89938	SONOMA VERDE PH 1B, BLOCK L, LOT 8	5	\$ 20,792.91	\$ 1,447.72
89939	SONOMA VERDE PH 1B, BLOCK L, LOT 9	5	\$ 20,792.91	\$ 1,447.72
89940	SONOMA VERDE PH 1B, BLOCK L, LOT 10	5	\$ 20,792.91	\$ 1,447.72

Property ID	Legal Description	Lot Type	Phase 1 ¹	
			Outstanding Assessment ²	Annual Installment Due 1/31/2022
89941	SONOMA VERDE PH 1B, BLOCK L, LOT 11	5	\$ 20,792.91	\$ 1,447.72
89942	SONOMA VERDE PH 1B, BLOCK L, LOT 12	5	\$ 20,792.91	\$ 1,447.72
89943	SONOMA VERDE PH 1B, BLOCK L, LOT 13	5	\$ 20,792.91	\$ 1,447.72
89944	SONOMA VERDE PH 1B, BLOCK L, LOT 14	5	\$ 20,792.91	\$ 1,447.72
89945	SONOMA VERDE PH 1B, BLOCK L, LOT 15	5	\$ 20,792.91	\$ 1,447.72
89946	SONOMA VERDE PH 1B, BLOCK L, LOT 16	5	\$ 20,792.91	\$ 1,447.72
89947	SONOMA VERDE PH 1B, BLOCK L, LOT 17	5	\$ 20,792.91	\$ 1,447.72
89948	SONOMA VERDE PH 1B, BLOCK L, LOT 18	5	\$ 20,792.91	\$ 1,447.72
89949	SONOMA VERDE PH 1B, BLOCK L, LOT 19	5	\$ 20,792.91	\$ 1,447.72
89950	SONOMA VERDE PH 1B, BLOCK L, LOT 20	5	\$ 20,792.91	\$ 1,447.72
89951	SONOMA VERDE PH 1B, BLOCK L, LOT 21	5	\$ 20,792.91	\$ 1,447.72
89952	SONOMA VERDE PH 1B, BLOCK L, LOT 22	5	\$ 20,792.91	\$ 1,447.72
89953	SONOMA VERDE PH 1B, BLOCK L, LOT 23	5	\$ 20,792.91	\$ 1,447.72
89954	SONOMA VERDE PH 1B, BLOCK L, LOT 24	5	\$ 20,792.91	\$ 1,447.72
89955	SONOMA VERDE PH 1B, BLOCK L, LOT 25	5	\$ 20,792.91	\$ 1,447.72
89956	SONOMA VERDE PH 1B, BLOCK L, LOT 26	5	\$ 20,792.91	\$ 1,447.72
89957	SONOMA VERDE PH 1B, BLOCK L, LOT 27	5	\$ 20,792.91	\$ 1,447.72
89958	SONOMA VERDE PH 1B, BLOCK L, LOT 28	5	\$ 20,792.91	\$ 1,447.72
89959	SONOMA VERDE PH 1B, BLOCK L, LOT 29	5	\$ 20,792.91	\$ 1,447.72
89960	SONOMA VERDE PH 1B, BLOCK L, LOT 30	5	\$ 20,792.91	\$ 1,447.72
89961	SONOMA VERDE PH 1B, BLOCK L, LOT 31	5	\$ 20,792.91	\$ 1,447.72
89962	SONOMA VERDE PH 1B, BLOCK L, LOT 32	5	\$ 20,792.91	\$ 1,447.72
89963	SONOMA VERDE PH 1B, BLOCK L, LOT 33	5	\$ 20,792.91	\$ 1,447.72
89964	SONOMA VERDE PH 1B, BLOCK L, LOT 34	5	\$ 20,792.91	\$ 1,447.72
89965	SONOMA VERDE PH 1B, BLOCK L, LOT 35	5	\$ 20,792.91	\$ 1,447.72
89966	SONOMA VERDE PH 1B, BLOCK L, LOT 36	5	\$ 20,792.91	\$ 1,447.72
89967	SONOMA VERDE PH 1B, BLOCK L, LOT 37	5	\$ 20,792.91	\$ 1,447.72
89968	SONOMA VERDE PH 1B, BLOCK L, LOT 38	5	\$ 20,792.91	\$ 1,447.72
89969	SONOMA VERDE PH 1B, BLOCK L, LOT 39	5	\$ 20,792.91	\$ 1,447.72
89970	SONOMA VERDE PH 1B, BLOCK L, LOT 40	5	\$ 20,792.91	\$ 1,447.72
89971	SONOMA VERDE PH 1B, BLOCK L, LOT 41	5	\$ 20,792.91	\$ 1,447.72
89972	SONOMA VERDE PH 1B, BLOCK L, LOT 42	5	\$ 20,792.91	\$ 1,447.72
89973	SONOMA VERDE PH 1B, BLOCK L, LOT 43	5	\$ 20,792.91	\$ 1,447.72
89974	SONOMA VERDE PH 1B, BLOCK L, LOT 44	5	\$ 20,792.91	\$ 1,447.72
89975	SONOMA VERDE PH 1B, BLOCK L, LOT 45	5	\$ 20,792.91	\$ 1,447.72
89976	SONOMA VERDE PH 1B, BLOCK L, LOT 46	5	\$ 20,792.91	\$ 1,447.72
89977	SONOMA VERDE PH 1B, BLOCK L, LOT 47	5	\$ 20,792.91	\$ 1,447.72
89978	SONOMA VERDE PH 1B, BLOCK L, LOT 48	5	\$ 20,792.91	\$ 1,447.72
89979	SONOMA VERDE PH 1B, BLOCK L, LOT 49	5	\$ 20,792.91	\$ 1,447.72
89980	SONOMA VERDE PH 1B, BLOCK L, LOT 50	5	\$ 20,792.91	\$ 1,447.72
89981	SONOMA VERDE PH 1B, BLOCK L, LOT 51	5	\$ 20,792.91	\$ 1,447.72
89982	SONOMA VERDE PH 1B, BLOCK L, LOT 52	5	\$ 20,792.91	\$ 1,447.72
89983	SONOMA VERDE PH 1B, BLOCK L, LOT 53	5	\$ 20,792.91	\$ 1,447.72
89984	SONOMA VERDE PH 1B, BLOCK M, LOT 1	5	\$ 20,792.91	\$ 1,447.72
89985	SONOMA VERDE PH 1B, BLOCK M, LOT 2	5	\$ 20,792.91	\$ 1,447.72
89986	SONOMA VERDE PH 1B, BLOCK M, LOT 3	5	\$ 20,792.91	\$ 1,447.72
89987	SONOMA VERDE PH 1B, BLOCK M, LOT 4	5	\$ 20,792.91	\$ 1,447.72
89988	SONOMA VERDE PH 1B, BLOCK M, LOT 5	5	\$ 20,792.91	\$ 1,447.72
89989	SONOMA VERDE PH 1B, BLOCK M, LOT 6	5	\$ 20,792.91	\$ 1,447.72
89990	SONOMA VERDE PH 1B, BLOCK M, LOT 7	5	\$ 20,792.91	\$ 1,447.72
89991	SONOMA VERDE PH 1B, BLOCK M, LOT 8	5	\$ 20,792.91	\$ 1,447.72
89992	SONOMA VERDE PH 1B, BLOCK M, LOT 9	5	\$ 20,792.91	\$ 1,447.72
89993	SONOMA VERDE PH 1B, BLOCK M, LOT 10	5	\$ 20,792.91	\$ 1,447.72
89994	SONOMA VERDE PH 1B, BLOCK M, LOT 11	5	\$ 20,792.91	\$ 1,447.72
89995	SONOMA VERDE PH 1B, BLOCK M, LOT 12	5	\$ 20,792.91	\$ 1,447.72

Property ID	Legal Description	Lot Type	Phase 1 ¹	
			Outstanding Assessment ²	Annual Installment Due 1/31/2022
89996	SONOMA VERDE PH 1B, BLOCK M, LOT 13	5	\$ 20,792.91	\$ 1,447.72
89997	SONOMA VERDE PH 1B, BLOCK M, LOT 14	5	\$ 20,792.91	\$ 1,447.72
89998	SONOMA VERDE PH 1B, BLOCK M, LOT 15	5	\$ 20,792.91	\$ 1,447.72
89999	SONOMA VERDE PH 1B, BLOCK M, LOT 16	5	\$ 20,792.91	\$ 1,447.72
90000	SONOMA VERDE PH 1B, BLOCK M, LOT 17	5	\$ 20,792.91	\$ 1,447.72
90001	SONOMA VERDE PH 1B, BLOCK M, LOT 18	5	\$ 20,792.91	\$ 1,447.72
90002	SONOMA VERDE PH 1B, BLOCK M, LOT 19	5	\$ 20,792.91	\$ 1,447.72
90003	SONOMA VERDE PH 1B, BLOCK M, LOT 20	5	\$ 20,792.91	\$ 1,447.72
90004	SONOMA VERDE PH 1B, BLOCK M, LOT 21	5	\$ 20,792.91	\$ 1,447.72
90005	SONOMA VERDE PH 1B, BLOCK M, LOT 22	5	\$ 20,792.91	\$ 1,447.72
90006	SONOMA VERDE PH 1B, BLOCK N, LOT 48	5	\$ 20,792.91	\$ 1,447.72
90007	SONOMA VERDE PH 1B, BLOCK N, LOT 49	5	\$ 20,792.91	\$ 1,447.72
90008	SONOMA VERDE PH 1B, BLOCK N, LOT 50	5	\$ 20,792.91	\$ 1,447.72
90009	SONOMA VERDE PH 1B, BLOCK N, LOT 51	5	\$ 20,792.91	\$ 1,447.72
90010	SONOMA VERDE PH 1B, BLOCK N, LOT 52	5	\$ 20,792.91	\$ 1,447.72
90011	SONOMA VERDE PH 1B, BLOCK N, LOT 53	5	\$ 20,792.91	\$ 1,447.72
90012	SONOMA VERDE PH 1B, BLOCK O, LOT 9	5	\$ 20,792.91	\$ 1,447.72
90013	SONOMA VERDE PH 1B, BLOCK O, LOT 10	5	\$ 20,792.91	\$ 1,447.72
90014	SONOMA VERDE PH 1B, BLOCK O, LOT 11	5	\$ 20,792.91	\$ 1,447.72
90015	SONOMA VERDE PH 1B, BLOCK O, LOT 12	5	\$ 20,792.91	\$ 1,447.72
90016	SONOMA VERDE PH 1B, BLOCK O, LOT 13	5	\$ 20,792.91	\$ 1,447.72
90017	SONOMA VERDE PH 1B, BLOCK O, LOT 14	5	\$ 20,792.91	\$ 1,447.72
90018	SONOMA VERDE PH 1B, BLOCK O, LOT 15	5	\$ 20,792.91	\$ 1,447.72
90019	SONOMA VERDE PH 1B, BLOCK O, LOT 16	5	\$ 20,792.91	\$ 1,447.72
90020	SONOMA VERDE PH 1B, BLOCK P, LOT 4	5	\$ 20,792.91	\$ 1,447.72
90021	SONOMA VERDE PH 1B, BLOCK P, LOT 5	5	\$ 20,792.91	\$ 1,447.72
90022	SONOMA VERDE PH 1B, BLOCK P, LOT 6	5	\$ 20,792.91	\$ 1,447.72
90023	SONOMA VERDE PH 1B, BLOCK P, LOT 7	5	\$ 20,792.91	\$ 1,447.72
90024	SONOMA VERDE PH 1B, BLOCK X, LOT 5	4	\$ 26,217.15	\$ 1,809.20
90025	SONOMA VERDE PH 1B, BLOCK X, LOT 6	4	\$ 26,217.15	\$ 1,809.20
90026	SONOMA VERDE PH 1B, BLOCK X, LOT 7	4	\$ 26,217.15	\$ 1,809.20
90027	SONOMA VERDE PH 1B, BLOCK X, LOT 8	4	\$ 26,217.15	\$ 1,809.20
90028	SONOMA VERDE PH 1B, BLOCK Y, LOT 12	4	\$ 26,217.15	\$ 1,809.20
90029	SONOMA VERDE PH 1B, BLOCK Y, LOT 13	4	\$ 26,217.15	\$ 1,809.20
90030	SONOMA VERDE PH 1B, BLOCK Y, LOT 14	4	\$ 26,217.15	\$ 1,809.20
90031	SONOMA VERDE PH 1B, BLOCK Y, LOT 15	4	\$ 26,217.15	\$ 1,809.20
90032	SONOMA VERDE PH 1B, BLOCK Y, LOT 16	4	\$ 26,217.15	\$ 1,809.20
90033	SONOMA VERDE PH 1B, BLOCK Y, LOT 17	4	\$ 26,217.15	\$ 1,809.20
90034	SONOMA VERDE PH 1B, BLOCK Y, LOT 18	4	\$ 26,217.15	\$ 1,809.20
90035	SONOMA VERDE PH 1B, BLOCK Y, LOT 19	4	\$ 26,217.15	\$ 1,809.20
90036	SONOMA VERDE PH 1B, BLOCK Y, LOT 20	4	\$ 26,217.15	\$ 1,809.20
90037	SONOMA VERDE PH 1B, BLOCK Y, LOT 21	4	\$ 26,217.15	\$ 1,809.20
90038	SONOMA VERDE PH 1B, BLOCK Y, LOT 22, OPEN SPACE	Non Benefitted	\$ -	\$ -
101862	SONOMA VERDE PHASE 1, BLOCK B, LOT 1R2, ACRES 0.037, (REPLAT 2019)	Non Benefitted	\$ -	\$ -
Total			\$ 9,029,999.92	\$ 624,236.30

Footnotes:

- 1) Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- 2) Outstanding Assessment prior to 1/31/2022 Annual Installment.

EXHIBIT E-2 – PHASE 1 ANNUAL INSTALLMENTS

Installment Due 1/31	Administrative Expenses				
	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total
2022	\$ 255,000.00	\$ 298,850.00	\$ 47,942.27	\$ 22,444.00	\$ 624,236.27
2023	\$ 265,000.00	\$ 288,650.00	\$ 48,901.11	\$ 22,444.00	\$ 624,995.11
2024	\$ 275,000.00	\$ 278,050.00	\$ 49,879.14	\$ 22,444.00	\$ 625,373.14
2025	\$ 285,000.00	\$ 267,050.00	\$ 50,876.72	\$ 22,444.00	\$ 625,370.72
2026	\$ 295,000.00	\$ 255,650.00	\$ 51,894.25	\$ 22,444.00	\$ 624,988.25
2027	\$ 305,000.00	\$ 243,850.00	\$ 52,932.14	\$ 22,444.00	\$ 624,226.14
2028	\$ 320,000.00	\$ 231,650.00	\$ 53,990.78	\$ 22,444.00	\$ 628,084.78
2029	\$ 330,000.00	\$ 218,850.00	\$ 55,070.60	\$ 22,444.00	\$ 626,364.60
2030	\$ 340,000.00	\$ 205,650.00	\$ 56,172.01	\$ 22,444.00	\$ 624,266.01
2031	\$ 355,000.00	\$ 192,050.00	\$ 57,295.45	\$ 22,444.00	\$ 626,789.45
2032	\$ 360,000.00	\$ 183,175.00	\$ 58,441.36	\$ 22,444.00	\$ 624,060.36
2033	\$ 370,000.00	\$ 174,175.00	\$ 59,610.18	\$ 22,444.00	\$ 626,229.18
2034	\$ 375,000.00	\$ 164,925.00	\$ 60,802.39	\$ 22,444.00	\$ 623,171.39
2035	\$ 385,000.00	\$ 155,550.00	\$ 62,018.44	\$ 22,444.00	\$ 625,012.44
2036	\$ 395,000.00	\$ 145,925.00	\$ 63,258.80	\$ 22,444.00	\$ 626,627.80
2037	\$ 405,000.00	\$ 132,100.00	\$ 64,523.98	\$ 22,444.00	\$ 624,067.98
2038	\$ 420,000.00	\$ 117,925.00	\$ 65,814.46	\$ 22,444.00	\$ 626,183.46
2039	\$ 430,000.00	\$ 103,225.00	\$ 67,130.75	\$ 22,444.00	\$ 622,799.75
2040	\$ 445,000.00	\$ 88,175.00	\$ 68,473.36	\$ 22,444.00	\$ 624,092.36
2041	\$ 460,000.00	\$ 72,600.00	\$ 69,842.83	\$ 22,444.00	\$ 624,886.83
2042	\$ 470,000.00	\$ 58,800.00	\$ 71,239.69	\$ 22,444.00	\$ 622,483.69
2043	\$ 485,000.00	\$ 44,700.00	\$ 72,664.48	\$ 22,444.00	\$ 624,808.48
2044	\$ 495,000.00	\$ 30,150.00	\$ 74,117.77	\$ 22,444.00	\$ 621,711.77
2045	\$ 510,000.00	\$ 15,300.00	\$ 75,600.13	\$ 22,444.00	\$ 623,344.13
Total	\$ 9,030,000.00	\$ 3,967,025.00	\$ 1,458,493.08	\$ 538,656.00	\$ 14,994,174.08

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Interest earnings, or other available offsets could increase or decrease the amounts shown. Interest is calculated at an average coupon of 3.18%.

EXHIBIT F-1 –IMPROVEMENT AREA #1C ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Improvement Area #1C ¹	
			Outstanding Assessment ²	Annual Installment Due 1/31/2022
95434	SONOMA VERDE PH 1C, BLOCK C, LOT 34	4	\$ 31,182.98	\$ 3,316.63
95435	SONOMA VERDE PH 1C, BLOCK C, LOT 35	4	\$ 31,182.98	\$ 3,316.63
95436	SONOMA VERDE PH 1C, BLOCK C, LOT 36	4	\$ 31,182.98	\$ 3,316.63
95437	SONOMA VERDE PH 1C, BLOCK C, LOT 37	4	\$ 31,182.98	\$ 3,316.63
95438	SONOMA VERDE PH 1C, BLOCK C, LOT 38	4	\$ 31,182.98	\$ 3,316.63
95439	SONOMA VERDE PH 1C, BLOCK C, LOT 39	4	\$ 31,182.98	\$ 3,316.63
95440	SONOMA VERDE PH 1C, BLOCK C, LOT 40	4	\$ 31,182.98	\$ 3,316.63
95441	SONOMA VERDE PH 1C, BLOCK C, LOT 41	4	\$ 31,182.98	\$ 3,316.63
95442	SONOMA VERDE PH 1C, BLOCK C, LOT 42	4	\$ 31,182.98	\$ 3,316.63
95443	SONOMA VERDE PH 1C, BLOCK C, LOT 43	4	\$ 31,182.98	\$ 3,316.63
95444	SONOMA VERDE PH 1C, BLOCK C, LOT 44	4	\$ 31,182.98	\$ 3,316.63
95445	SONOMA VERDE PH 1C, BLOCK C, LOT 45	4	\$ 31,182.98	\$ 3,316.63
95446	SONOMA VERDE PH 1C, BLOCK C, LOT 46	4	\$ 31,182.98	\$ 3,316.63
95447	SONOMA VERDE PH 1C, BLOCK X, LOT 1	4	\$ 31,182.98	\$ 3,316.63
95448	SONOMA VERDE PH 1C, BLOCK X, LOT 2	4	\$ 31,182.98	\$ 3,316.63
95449	SONOMA VERDE PH 1C, BLOCK X, LOT 3	4	\$ 31,182.98	\$ 3,316.63
95450	SONOMA VERDE PH 1C, BLOCK X, LOT 4	4	\$ 31,182.98	\$ 3,316.63
95451	SONOMA VERDE PH 1C, BLOCK Y, LOT 1	4	\$ 31,182.98	\$ 3,316.63
95452	SONOMA VERDE PH 1C, BLOCK Y, LOT 2	4	\$ 31,182.98	\$ 3,316.63
95453	SONOMA VERDE PH 1C, BLOCK Y, LOT 8	4	\$ 31,182.98	\$ 3,316.63
95454	SONOMA VERDE PH 1C, BLOCK Y, LOT 9	4	\$ 31,182.98	\$ 3,316.63
95455	SONOMA VERDE PH 1C, BLOCK Y, LOT 10	4	\$ 31,182.98	\$ 3,316.63
95456	SONOMA VERDE PH 1C, BLOCK Y, LOT 11	4	\$ 31,182.98	\$ 3,316.63
95457	SONOMA VERDE PH 1C, BLOCK Z, LOT 1	4	\$ 31,182.98	\$ 3,316.63
95458	SONOMA VERDE PH 1C, BLOCK Z, LOT 2	4	\$ 31,182.98	\$ 3,316.63
95459	SONOMA VERDE PH 1C, BLOCK Z, LOT 3	4	\$ 31,182.98	\$ 3,316.63
95460	SONOMA VERDE PH 1C, BLOCK Z, LOT 4	4	\$ 31,182.98	\$ 3,316.63
95461	SONOMA VERDE PH 1C, BLOCK Z, LOT 5	4	\$ 31,182.98	\$ 3,316.63
95462	SONOMA VERDE PH 1C, BLOCK Z, LOT 6	4	\$ 31,182.98	\$ 3,316.63
95463	SONOMA VERDE PH 1C, BLOCK Z, LOT 7	4	\$ 31,182.98	\$ 3,316.63
95464	SONOMA VERDE PH 1C, BLOCK Z, LOT 8	4	\$ 31,182.98	\$ 3,316.63
95465	SONOMA VERDE PH 1C, BLOCK Z, LOT 9	4	\$ 31,182.98	\$ 3,316.63
95466	SONOMA VERDE PH 1C, BLOCK Z, LOT 10	4	\$ 31,182.98	\$ 3,316.63
95467	SONOMA VERDE PH 1C, BLOCK Z, LOT 11	4	\$ 31,182.98	\$ 3,316.63
95468	SONOMA VERDE PH 1C, BLOCK Z, LOT 14	4	\$ 31,182.98	\$ 3,316.63
95469	SONOMA VERDE PH 1C, BLOCK Z, LOT 15	4	\$ 31,182.98	\$ 3,316.63
95470	SONOMA VERDE PH 1C, BLOCK Z, LOT 16	4	\$ 31,182.98	\$ 3,316.63
95471	SONOMA VERDE PH 1C, BLOCK Z, LOT 17	4	\$ 31,182.98	\$ 3,316.63
95472	SONOMA VERDE PH 1C, BLOCK Z, LOT 18	4	\$ 31,182.98	\$ 3,316.63
95473	SONOMA VERDE PH 1C, BLOCK Z, LOT 19	4	\$ 31,182.98	\$ 3,316.63
95474	SONOMA VERDE PH 1C, BLOCK Z, LOT 20	4	\$ 31,182.98	\$ 3,316.63
Total			\$ 1,278,502.18	\$ 135,981.83

Footnotes:

- 1) Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- 2) Outstanding Assessment prior to 1/31/2022 Annual Installment.

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

Administrative Expenses						
Installment Due 1/31	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total Annual Installment	
2022	\$ 12,609.75	\$ 114,042.41	\$ 6,787.85	\$ 2,542.00	\$ 135,982.01	
2023	\$ 13,734.54	\$ 112,917.62	\$ 6,923.61	\$ 2,542.00	\$ 136,117.77	
2024	\$ 23,081.10	\$ 74,127.75	\$ 7,062.08	\$ 2,542.00	\$ 106,812.94	
2025	\$ 24,447.50	\$ 72,761.35	\$ 7,203.32	\$ 2,542.00	\$ 106,954.18	
2026	\$ 25,894.79	\$ 71,314.06	\$ 7,347.39	\$ 2,542.00	\$ 107,098.25	
2027	\$ 27,427.77	\$ 69,781.09	\$ 7,494.34	\$ 2,542.00	\$ 107,245.19	
2028	\$ 29,051.49	\$ 68,157.37	\$ 7,644.22	\$ 2,542.00	\$ 107,395.08	
2029	\$ 30,771.34	\$ 66,437.52	\$ 7,797.11	\$ 2,542.00	\$ 107,547.96	
2030	\$ 32,593.00	\$ 64,615.85	\$ 7,953.05	\$ 2,542.00	\$ 107,703.91	
2031	\$ 34,522.51	\$ 62,686.35	\$ 8,112.11	\$ 2,542.00	\$ 107,862.97	
2032	\$ 36,566.24	\$ 60,642.62	\$ 8,274.35	\$ 2,542.00	\$ 108,025.21	
2033	\$ 38,730.96	\$ 58,477.89	\$ 8,439.84	\$ 2,542.00	\$ 108,190.70	
2034	\$ 41,023.83	\$ 56,185.02	\$ 8,608.64	\$ 2,542.00	\$ 108,359.49	
2035	\$ 43,452.45	\$ 53,756.41	\$ 8,780.81	\$ 2,542.00	\$ 108,531.67	
2036	\$ 46,024.83	\$ 51,184.03	\$ 8,956.43	\$ 2,542.00	\$ 108,707.28	
2037	\$ 48,749.50	\$ 48,459.36	\$ 9,135.55	\$ 2,542.00	\$ 108,886.41	
2038	\$ 51,635.47	\$ 45,573.39	\$ 9,318.27	\$ 2,542.00	\$ 109,069.12	
2039	\$ 54,692.29	\$ 42,516.57	\$ 9,504.63	\$ 2,542.00	\$ 109,255.49	
2040	\$ 57,930.07	\$ 39,278.78	\$ 9,694.72	\$ 2,542.00	\$ 109,445.58	
2041	\$ 61,359.53	\$ 35,849.32	\$ 9,888.62	\$ 2,542.00	\$ 109,639.47	
2042	\$ 64,992.02	\$ 32,216.84	\$ 10,086.39	\$ 2,542.00	\$ 109,837.25	
2043	\$ 68,839.55	\$ 28,369.31	\$ 10,288.12	\$ 2,542.00	\$ 110,038.97	
2044	\$ 72,914.85	\$ 24,294.01	\$ 10,493.88	\$ 2,542.00	\$ 110,244.74	
2045	\$ 77,231.41	\$ 19,977.45	\$ 10,703.76	\$ 2,542.00	\$ 110,454.61	
2046	\$ 81,803.51	\$ 15,405.35	\$ 10,917.83	\$ 2,542.00	\$ 110,668.69	
2047	\$ 86,646.27	\$ 10,562.58	\$ 11,136.19	\$ 2,542.00	\$ 110,887.05	
2048	\$ 91,775.73	\$ 5,433.12	\$ 11,358.91	\$ 2,542.00	\$ 111,109.77	
Total	\$ 1,278,502.31	\$ 1,405,023.41	\$ 239,912.03	\$ 68,634.00	\$ 2,992,071.75	

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Interest is calculated at an interest rate of 8.92% for years 1-5, and 5.92% for years 25-30.

EXHIBIT G-1 –IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Improvement Area #2 ¹	
			Outstanding Assessment ²	Installment Due 1/31/22
101420	SONOMA VERDE PHASE 2, BLOCK M, LOT 23	5	\$ 25,623.73	\$ 1,891.48
101421	SONOMA VERDE PHASE 2, BLOCK M, LOT 24	5	\$ 25,623.73	\$ 1,891.48
101422	SONOMA VERDE PHASE 2, BLOCK N, LOT 43	5	\$ 25,623.73	\$ 1,891.48
101423	SONOMA VERDE PHASE 2, BLOCK N, LOT 44	5 - Prepaid	PREPAID IN FULL	
101424	SONOMA VERDE PHASE 2, BLOCK N, LOT 45		\$ 25,623.73	\$ 1,891.48
101425	SONOMA VERDE PHASE 2, BLOCK N, LOT 46	5	\$ 25,623.73	\$ 1,891.48
101426	SONOMA VERDE PHASE 2, BLOCK N, LOT 47	5	\$ 25,623.73	\$ 1,891.48
101427	SONOMA VERDE PHASE 2, BLOCK N, LOT 54	5	\$ 25,623.73	\$ 1,891.48
101428	SONOMA VERDE PHASE 2, BLOCK N, LOT 55	5	\$ 25,623.73	\$ 1,891.48
101429	SONOMA VERDE PHASE 2, BLOCK N, LOT 56	5	\$ 25,623.73	\$ 1,891.48
101430	SONOMA VERDE PHASE 2, BLOCK N, LOT 57	5	\$ 25,623.73	\$ 1,891.48
101431	SONOMA VERDE PHASE 2, BLOCK N, LOT 58	5	\$ 25,623.73	\$ 1,891.48
101432	SONOMA VERDE PHASE 2, BLOCK N, LOT 59	5	\$ 25,623.73	\$ 1,891.48
101433	SONOMA VERDE PHASE 2, BLOCK N, LOT 60	5	\$ 25,623.73	\$ 1,891.48
101434	SONOMA VERDE PHASE 2, BLOCK N, LOT 61	5	\$ 25,623.73	\$ 1,891.48
101435	SONOMA VERDE PHASE 2, BLOCK N, LOT 62	5	\$ 25,623.73	\$ 1,891.48
101436	SONOMA VERDE PHASE 2, BLOCK N, LOT 63	5	\$ 25,623.73	\$ 1,891.48
101437	SONOMA VERDE PHASE 2, BLOCK N, LOT 64	5	\$ 25,623.73	\$ 1,891.48
101438	SONOMA VERDE PHASE 2, BLOCK N, LOT 65	5	\$ 25,623.73	\$ 1,891.48
101439	SONOMA VERDE PHASE 2, BLOCK N, LOT 66	5	\$ 25,623.73	\$ 1,891.48
101440	SONOMA VERDE PHASE 2, BLOCK N, LOT 67	5	\$ 25,623.73	\$ 1,891.48
101441	SONOMA VERDE PHASE 2, BLOCK N, LOT 68	5	\$ 25,623.73	\$ 1,891.48
101442	SONOMA VERDE PHASE 2, BLOCK N, LOT 69	5	\$ 25,623.73	\$ 1,891.48
101443	SONOMA VERDE PHASE 2, BLOCK N, LOT 70	5	\$ 25,623.73	\$ 1,891.48
101444	SONOMA VERDE PHASE 2, BLOCK N, LOT 71	5	\$ 25,623.73	\$ 1,891.48
101445	SONOMA VERDE PHASE 2, BLOCK N, LOT 72	5	\$ 25,623.73	\$ 1,891.48
101446	SONOMA VERDE PHASE 2, BLOCK N, LOT 73	5	\$ 25,623.73	\$ 1,891.48
101447	SONOMA VERDE PHASE 2, BLOCK N, LOT 74	5	\$ 25,623.73	\$ 1,891.48
101448	SONOMA VERDE PHASE 2, BLOCK N, LOT 75	5	\$ 25,623.73	\$ 1,891.48
101449	SONOMA VERDE PHASE 2, BLOCK N, LOT 76	5	\$ 25,623.73	\$ 1,891.48
101450	SONOMA VERDE PHASE 2, BLOCK N, LOT 77	5	\$ 25,623.73	\$ 1,891.48
101451	SONOMA VERDE PHASE 2, BLOCK N, LOT 78	5	\$ 25,623.73	\$ 1,891.48
101452	SONOMA VERDE PHASE 2, BLOCK N, LOT 79	5	\$ 25,623.73	\$ 1,891.48
101453	SONOMA VERDE PHASE 2, BLOCK N, LOT 80	5	\$ 25,623.73	\$ 1,891.48
101454	SONOMA VERDE PHASE 2, BLOCK N, LOT 81	5	\$ 25,623.73	\$ 1,891.48
101455	SONOMA VERDE PHASE 2, BLOCK N, LOT 82	5	\$ 25,623.73	\$ 1,891.48
101456	SONOMA VERDE PHASE 2, BLOCK N, LOT 83	5	\$ 25,623.73	\$ 1,891.48
101457	SONOMA VERDE PHASE 2, BLOCK N, LOT 84	5	\$ 25,623.73	\$ 1,891.48
101458	SONOMA VERDE PHASE 2, BLOCK N, LOT 85	5	\$ 25,623.73	\$ 1,891.48
101459	SONOMA VERDE PHASE 2, BLOCK N, LOT 86	5	\$ 25,623.73	\$ 1,891.48
101460	SONOMA VERDE PHASE 2, BLOCK O, LOT 1	5	\$ 25,623.73	\$ 1,891.48
101461	SONOMA VERDE PHASE 2, BLOCK O, LOT 2	5	\$ 25,623.73	\$ 1,891.48
101462	SONOMA VERDE PHASE 2, BLOCK O, LOT 3	5	\$ 25,623.73	\$ 1,891.48
101463	SONOMA VERDE PHASE 2, BLOCK O, LOT 4	5	\$ 25,623.73	\$ 1,891.48
101464	SONOMA VERDE PHASE 2, BLOCK O, LOT 5	5	\$ 25,623.73	\$ 1,891.48
101465	SONOMA VERDE PHASE 2, BLOCK O, LOT 6	5	\$ 25,623.73	\$ 1,891.48
101466	SONOMA VERDE PHASE 2, BLOCK O, LOT 7	5	\$ 25,623.73	\$ 1,891.48
101467	SONOMA VERDE PHASE 2, BLOCK O, LOT 8	5	\$ 25,623.73	\$ 1,891.48
101468	SONOMA VERDE PHASE 2, BLOCK P, LOT 1	5	\$ 25,623.73	\$ 1,891.48
101469	SONOMA VERDE PHASE 2, BLOCK P, LOT 2	5	\$ 25,623.73	\$ 1,891.48

Property ID	Legal Description	Lot Type	Improvement Area #2 ¹	
			Outstanding Assessment ²	Installment Due 1/31/22
101470	SONOMA VERDE PHASE 2, BLOCK P, LOT 3	5	\$ 25,623.73	\$ 1,891.48
101471	SONOMA VERDE PHASE 2, BLOCK P, LOT 8	5	\$ 25,623.73	\$ 1,891.48
101472	SONOMA VERDE PHASE 2, BLOCK P, LOT 9	5	\$ 25,623.73	\$ 1,891.48
101473	SONOMA VERDE PHASE 2, BLOCK P, LOT 10	5	\$ 25,623.73	\$ 1,891.48
101474	SONOMA VERDE PHASE 2, BLOCK P, LOT 11	5	\$ 25,623.73	\$ 1,891.48
101475	SONOMA VERDE PHASE 2, BLOCK Q, LOT 1	5	\$ 25,623.73	\$ 1,891.48
101476	SONOMA VERDE PHASE 2, BLOCK Q, LOT 2	5	\$ 25,623.73	\$ 1,891.48
101477	SONOMA VERDE PHASE 2, BLOCK Q, LOT 3	5	\$ 25,623.73	\$ 1,891.48
101478	SONOMA VERDE PHASE 2, BLOCK Q, LOT 4	5	\$ 25,623.73	\$ 1,891.48
101479	SONOMA VERDE PHASE 2, BLOCK Q, LOT 5	5	\$ 25,623.73	\$ 1,891.48
101480	SONOMA VERDE PHASE 2, BLOCK Q, LOT 6	5	\$ 25,623.73	\$ 1,891.48
101481	SONOMA VERDE PHASE 2, BLOCK Q, LOT 7	5	\$ 25,623.73	\$ 1,891.48
101482	SONOMA VERDE PHASE 2, BLOCK Q, LOT 8	5	\$ 25,623.73	\$ 1,891.48
101483	SONOMA VERDE PHASE 2, BLOCK Q, LOT 9	5	\$ 25,623.73	\$ 1,891.48
101484	SONOMA VERDE PHASE 2, BLOCK R, LOT 1	5	\$ 25,623.73	\$ 1,891.48
101485	SONOMA VERDE PHASE 2, BLOCK R, LOT 2	5	\$ 25,623.73	\$ 1,891.48
101486	SONOMA VERDE PHASE 2, BLOCK R, LOT 3	5	\$ 25,623.73	\$ 1,891.48
101487	SONOMA VERDE PHASE 2, BLOCK R, LOT 4	5	\$ 25,623.73	\$ 1,891.48
101488	SONOMA VERDE PHASE 2, BLOCK R, LOT 5	5	\$ 25,623.73	\$ 1,891.48
101489	SONOMA VERDE PHASE 2, BLOCK R, LOT 6	5	\$ 25,623.73	\$ 1,891.48
101490	SONOMA VERDE PHASE 2, BLOCK R, LOT 7	5	\$ 25,623.73	\$ 1,891.48
101491	SONOMA VERDE PHASE 2, BLOCK R, LOT 8	5	\$ 25,623.73	\$ 1,891.48
101492	SONOMA VERDE PHASE 2, BLOCK R, LOT 9	5	\$ 25,623.73	\$ 1,891.48
101493	SONOMA VERDE PHASE 2, BLOCK R, LOT 10	5	\$ 25,623.73	\$ 1,891.48
101494	SONOMA VERDE PHASE 2, BLOCK S, LOT 1	5	\$ 25,623.73	\$ 1,891.48
101495	SONOMA VERDE PHASE 2, BLOCK S, LOT 2	5	\$ 25,623.73	\$ 1,891.48
101496	SONOMA VERDE PHASE 2, BLOCK S, LOT 3	5	\$ 25,623.73	\$ 1,891.48
101497	SONOMA VERDE PHASE 2, BLOCK S, LOT 4	5	\$ 25,623.73	\$ 1,891.48
101498	SONOMA VERDE PHASE 2, BLOCK S, LOT 5	5	\$ 25,623.73	\$ 1,891.48
101499	SONOMA VERDE PHASE 2, BLOCK T, LOT 1	5	\$ 25,623.73	\$ 1,891.48
101500	SONOMA VERDE PHASE 2, BLOCK T, LOT 2	5	\$ 25,623.73	\$ 1,891.48
101501	SONOMA VERDE PHASE 2, BLOCK T, LOT 3	5	\$ 25,623.73	\$ 1,891.48
101502	SONOMA VERDE PHASE 2, BLOCK T, LOT 4	5	\$ 25,623.73	\$ 1,891.48
101503	SONOMA VERDE PHASE 2, BLOCK T, LOT 5	5	\$ 25,623.73	\$ 1,891.48
101504	SONOMA VERDE PHASE 2, BLOCK T, LOT 6	5	\$ 25,623.73	\$ 1,891.48
101505	SONOMA VERDE PHASE 2, BLOCK T, LOT 7	5	\$ 25,623.73	\$ 1,891.48
101506	SONOMA VERDE PHASE 2, BLOCK T, LOT 8	5	\$ 25,623.73	\$ 1,891.48
101507	SONOMA VERDE PHASE 2, BLOCK T, LOT 9	5	\$ 25,623.73	\$ 1,891.48
101508	SONOMA VERDE PHASE 2, BLOCK T, LOT 10	5	\$ 25,623.73	\$ 1,891.48
101509	SONOMA VERDE PHASE 2, BLOCK T, LOT 11	5	\$ 25,623.73	\$ 1,891.48
101510	SONOMA VERDE PHASE 2, BLOCK T, LOT 12	5	\$ 25,623.73	\$ 1,891.48
101511	SONOMA VERDE PHASE 2, BLOCK T, LOT 13	5	\$ 25,623.73	\$ 1,891.48
101512	SONOMA VERDE PHASE 2, BLOCK T, LOT 14	5	\$ 25,623.73	\$ 1,891.48
101513	SONOMA VERDE PHASE 2, BLOCK T, LOT 15	5	\$ 25,623.73	\$ 1,891.48
101514	SONOMA VERDE PHASE 2, BLOCK T, LOT 16	5	\$ 25,623.73	\$ 1,891.48
101515	SONOMA VERDE PHASE 2, BLOCK T, LOT 17	5	\$ 25,623.73	\$ 1,891.48
101516	SONOMA VERDE PHASE 2, BLOCK T, LOT 18	5	\$ 25,623.73	\$ 1,891.48
101517	SONOMA VERDE PHASE 2, BLOCK T, LOT 19	5	\$ 25,623.73	\$ 1,891.48
101518	SONOMA VERDE PHASE 2, BLOCK T, LOT 20	5	\$ 25,623.73	\$ 1,891.48
101519	SONOMA VERDE PHASE 2, BLOCK T, LOT 21	5	\$ 25,623.73	\$ 1,891.48

Property ID	Legal Description	Lot Type	Improvement Area #2 ¹	
			Outstanding Assessment ²	Installment Due 1/31/22
101520	SONOMA VERDE PHASE 2, BLOCK U, LOT 1	3	\$ 35,650.40	\$ 2,605.46
101521	SONOMA VERDE PHASE 2, BLOCK U, LOT 2	3	\$ 35,650.40	\$ 2,605.46
101522	SONOMA VERDE PHASE 2, BLOCK U, LOT 3	3	\$ 35,650.40	\$ 2,605.46
101523	SONOMA VERDE PHASE 2, BLOCK U, LOT 4	3	\$ 35,650.40	\$ 2,605.46
101524	SONOMA VERDE PHASE 2, BLOCK U, LOT 5	3	\$ 35,650.40	\$ 2,605.46
101525	SONOMA VERDE PHASE 2, BLOCK U, LOT 6	3	\$ 35,650.40	\$ 2,605.46
101526	SONOMA VERDE PHASE 2, BLOCK U, LOT 7	3	\$ 35,650.40	\$ 2,605.46
101527	SONOMA VERDE PHASE 2, BLOCK U, LOT 8	3	\$ 35,650.40	\$ 2,605.46
101528	SONOMA VERDE PHASE 2, BLOCK V, LOT 1	2	\$ 46,234.11	\$ 3,360.55
101529	SONOMA VERDE PHASE 2, BLOCK V, LOT 2	2	\$ 46,234.11	\$ 3,360.55
101530	SONOMA VERDE PHASE 2, BLOCK V, LOT 3	2	\$ 46,234.11	\$ 3,360.55
101531	SONOMA VERDE PHASE 2, BLOCK V, LOT 4	2	\$ 46,234.11	\$ 3,360.55
101532	SONOMA VERDE PHASE 2, BLOCK V, LOT 5	2	\$ 46,234.11	\$ 3,360.55
101533	SONOMA VERDE PHASE 2, BLOCK V, LOT 6	2	\$ 46,234.11	\$ 3,360.55
101534	SONOMA VERDE PHASE 2, BLOCK V, LOT 7	2	\$ 46,234.11	\$ 3,360.55
101535	SONOMA VERDE PHASE 2, BLOCK V, LOT 8	2	\$ 46,234.11	\$ 3,360.55
101536	SONOMA VERDE PHASE 2, BLOCK V, LOT 9	2	\$ 46,234.11	\$ 3,360.55
101537	SONOMA VERDE PHASE 2, BLOCK V, LOT 10	2	\$ 46,234.11	\$ 3,360.55
101538	SONOMA VERDE PHASE 2, BLOCK V, LOT 11	2	\$ 46,234.11	\$ 3,360.55
101539	SONOMA VERDE PHASE 2, BLOCK V, LOT 12	2	\$ 46,234.11	\$ 3,360.55
101540	SONOMA VERDE PHASE 2, BLOCK W, LOT 1	10	\$ 29,165.64	\$ 2,144.48
101541	SONOMA VERDE PHASE 2, BLOCK W, LOT 2	10	\$ 29,165.64	\$ 2,144.48
101542	SONOMA VERDE PHASE 2, BLOCK W, LOT 3	10	\$ 29,165.64	\$ 2,144.48
101543	SONOMA VERDE PHASE 2, BLOCK W, LOT 4	10	\$ 29,165.64	\$ 2,144.48
101544	SONOMA VERDE PHASE 2, BLOCK W, LOT 5	10	\$ 29,165.64	\$ 2,144.48
101545	SONOMA VERDE PHASE 2, BLOCK W, LOT 6	10	\$ 29,165.64	\$ 2,144.48
101546	SONOMA VERDE PHASE 2, BLOCK W, LOT 7	10	\$ 29,165.64	\$ 2,144.48
101547	SONOMA VERDE PHASE 2, BLOCK W, LOT 8	10	\$ 29,165.64	\$ 2,144.48
101548	SONOMA VERDE PHASE 2, BLOCK W, LOT 9	10	\$ 29,165.64	\$ 2,144.48
101549	SONOMA VERDE PHASE 2, BLOCK W, LOT 10	10	\$ 29,165.64	\$ 2,144.48
101550	SONOMA VERDE PHASE 2, BLOCK W, LOT 11	10	\$ 29,165.64	\$ 2,144.48
101551	SONOMA VERDE PHASE 2, BLOCK W, LOT 12	10	\$ 29,165.64	\$ 2,144.48
101552	SONOMA VERDE PHASE 2, BLOCK W, LOT 13	10 - Prepaid	PREPAID IN FULL	
101553	SONOMA VERDE PHASE 2, BLOCK W, LOT 14	10	\$ 29,165.64	\$ 2,144.48
101554	SONOMA VERDE PHASE 2, BLOCK W, LOT 15	10	\$ 29,165.64	\$ 2,144.48
101555	SONOMA VERDE PHASE 2, BLOCK W, LOT 16	10	\$ 29,165.64	\$ 2,144.48
101556	SONOMA VERDE PHASE 2, BLOCK W, LOT 17	10	\$ 29,165.64	\$ 2,144.48
101557	SONOMA VERDE PHASE 2, BLOCK W, LOT 18	10	\$ 29,165.64	\$ 2,144.48
101558	SONOMA VERDE PHASE 2, BLOCK W, LOT 19	10	\$ 29,165.64	\$ 2,144.48
101559	SONOMA VERDE PHASE 2, BLOCK W, LOT 20	10	\$ 29,165.64	\$ 2,144.48
101560	SONOMA VERDE PHASE 2, BLOCK W, LOT 21	10	\$ 29,165.64	\$ 2,144.48
101561	SONOMA VERDE PHASE 2, BLOCK W, LOT 22	10	\$ 29,165.64	\$ 2,144.48
101562	SONOMA VERDE PHASE 2, BLOCK W, LOT 23	10	\$ 29,165.64	\$ 2,144.48
101563	SONOMA VERDE PHASE 2, BLOCK W, LOT 24	10	\$ 29,165.64	\$ 2,144.48
101564	SONOMA VERDE PHASE 2, BLOCK W, LOT 25	10	\$ 29,165.64	\$ 2,144.48
101565	SONOMA VERDE PHASE 2, BLOCK W, LOT 26	10	\$ 29,165.64	\$ 2,144.48
101566	SONOMA VERDE PHASE 2, BLOCK W, LOT 27	10	\$ 29,165.64	\$ 2,144.48
101567	SONOMA VERDE PHASE 2, BLOCK W, LOT 28	10	\$ 29,165.64	\$ 2,144.48
101568	SONOMA VERDE PHASE 2, BLOCK W, LOT 29	10	\$ 29,165.64	\$ 2,144.48
101569	SONOMA VERDE PHASE 2, BLOCK W, LOT 30	10	\$ 29,165.64	\$ 2,144.48

Property ID	Legal Description	Lot Type	Improvement Area #2 ¹	
			Outstanding Assessment ²	Installment Due 1/31/22
101570	SONOMA VERDE PHASE 2, BLOCK W, LOT 31	10	\$ 29,165.64	\$ 2,144.48
101571	SONOMA VERDE PHASE 2, BLOCK W, LOT 32	10	\$ 29,165.64	\$ 2,144.48
101572	SONOMA VERDE PHASE 2, BLOCK W, LOT 33	10	\$ 29,165.64	\$ 2,144.48
101573	SONOMA VERDE PHASE 2, BLOCK W, LOT 34	10	\$ 29,165.64	\$ 2,144.48
101574	SONOMA VERDE PHASE 2, BLOCK W, LOT 35	10	\$ 29,165.64	\$ 2,144.48
101575	SONOMA VERDE PHASE 2, BLOCK W, LOT 36	10	\$ 29,165.64	\$ 2,144.48
101576	SONOMA VERDE PHASE 2, BLOCK W, LOT 37	10	\$ 29,165.64	\$ 2,144.48
101577	SONOMA VERDE PHASE 2, BLOCK W, LOT 38	10	\$ 29,165.64	\$ 2,144.48
101578	SONOMA VERDE PHASE 2, BLOCK W, LOT 39	10	\$ 29,165.64	\$ 2,144.48
101579	SONOMA VERDE PHASE 2, BLOCK W, LOT 40	10	\$ 29,165.64	\$ 2,144.48
101580	SONOMA VERDE PHASE 2, BLOCK W, LOT 41	10	\$ 29,165.64	\$ 2,144.48
101581	SONOMA VERDE PHASE 2, BLOCK W, LOT 42	10	\$ 29,165.64	\$ 2,144.48
101582	SONOMA VERDE PHASE 2, BLOCK W, LOT 43	10	\$ 29,165.64	\$ 2,144.48
101583	SONOMA VERDE PHASE 2, BLOCK W, LOT 44	10	\$ 29,165.64	\$ 2,144.48
101584	SONOMA VERDE PHASE 2, BLOCK X, LOT 1	10	\$ 29,165.64	\$ 2,144.48
101585	SONOMA VERDE PHASE 2, BLOCK X, LOT 2	10	\$ 29,165.64	\$ 2,144.48
101586	SONOMA VERDE PHASE 2, BLOCK X, LOT 3	10	\$ 29,165.64	\$ 2,144.48
101587	SONOMA VERDE PHASE 2, BLOCK X, LOT 4	10	\$ 29,165.64	\$ 2,144.48
101588	SONOMA VERDE PHASE 2, BLOCK X, LOT 5	10	\$ 29,165.64	\$ 2,144.48
101589	SONOMA VERDE PHASE 2, BLOCK X, LOT 6	10	\$ 29,165.64	\$ 2,144.48
101590	SONOMA VERDE PHASE 2, BLOCK X, LOT 7	10	\$ 29,165.64	\$ 2,144.48
101591	SONOMA VERDE PHASE 2, BLOCK X, LOT 8	10	\$ 29,165.64	\$ 2,144.48
101592	SONOMA VERDE PHASE 2, BLOCK X, LOT 9	10	\$ 29,165.64	\$ 2,144.48
101593	SONOMA VERDE PHASE 2, BLOCK X, LOT 10	10	\$ 29,165.64	\$ 2,144.48
101594	SONOMA VERDE PHASE 2, BLOCK X, LOT 11	10	\$ 29,165.64	\$ 2,144.48
101595	SONOMA VERDE PHASE 2, BLOCK X, LOT 12	10	\$ 29,165.64	\$ 2,144.48
101596	SONOMA VERDE PHASE 2, BLOCK X, LOT 13	10	\$ 29,165.64	\$ 2,144.48
101597	SONOMA VERDE PHASE 2, BLOCK X, LOT 14	10	\$ 29,165.64	\$ 2,144.48
101598	SONOMA VERDE PHASE 2, BLOCK X, LOT 15	10	\$ 29,165.64	\$ 2,144.48
101599	SONOMA VERDE PHASE 2, BLOCK X, LOT 16	10	\$ 29,165.64	\$ 2,144.48
101600	SONOMA VERDE PHASE 2, BLOCK X, LOT 17	10	\$ 29,165.64	\$ 2,144.48
101601	SONOMA VERDE PHASE 2, BLOCK X, LOT 18	10	\$ 29,165.64	\$ 2,144.48
101602	SONOMA VERDE PHASE 2, BLOCK X, LOT 19	10	\$ 29,165.64	\$ 2,144.48
101603	SONOMA VERDE PHASE 2, BLOCK X, LOT 20	10	\$ 29,165.64	\$ 2,144.48
101604	SONOMA VERDE PHASE 2, BLOCK X, LOT 21	10	\$ 29,165.64	\$ 2,144.48
101605	SONOMA VERDE PHASE 2, BLOCK X, LOT 22	10	\$ 29,165.64	\$ 2,144.48
101606	SONOMA VERDE PHASE 2, BLOCK X, LOT 23	10	\$ 29,165.64	\$ 2,144.48
101607	SONOMA VERDE PHASE 2, BLOCK Y, LOT 1	10	\$ 29,165.64	\$ 2,144.48
101608	SONOMA VERDE PHASE 2, BLOCK Y, LOT 2	10	\$ 29,165.64	\$ 2,144.48
101609	SONOMA VERDE PHASE 2, BLOCK Y, LOT 3	10	\$ 29,165.64	\$ 2,144.48
101610	SONOMA VERDE PHASE 2, BLOCK Y, LOT 4	10	\$ 29,165.64	\$ 2,144.48
101611	SONOMA VERDE PHASE 2, BLOCK Y, LOT 5	10	\$ 29,165.64	\$ 2,144.48
101612	SONOMA VERDE PHASE 2, BLOCK Y, LOT 6	10	\$ 29,165.64	\$ 2,144.48
101613	SONOMA VERDE PHASE 2, BLOCK Y, LOT 7	10	\$ 29,165.64	\$ 2,144.48
101614	SONOMA VERDE PHASE 2, BLOCK Y, LOT 8	10	\$ 29,165.64	\$ 2,144.48
101615	SONOMA VERDE PHASE 2, BLOCK Y, LOT 9	10	\$ 29,165.64	\$ 2,144.48
101616	SONOMA VERDE PHASE 2, BLOCK Y, LOT 10	10	\$ 29,165.64	\$ 2,144.48
101617	SONOMA VERDE PHASE 2, BLOCK Y, LOT 11	10	\$ 29,165.64	\$ 2,144.48
101618	SONOMA VERDE PHASE 2, BLOCK Z, LOT 1	10	\$ 29,165.64	\$ 2,144.48
101619	SONOMA VERDE PHASE 2, BLOCK Z, LOT 2	10	\$ 29,165.64	\$ 2,144.48

Property ID	Legal Description	Lot Type	Improvement Area #2 ¹	
			Outstanding Assessment ²	Installment Due 1/31/22
101620	SONOMA VERDE PHASE 2, BLOCK Z, LOT 3	10	\$ 29,165.64	\$ 2,144.48
101621	SONOMA VERDE PHASE 2, BLOCK Z, LOT 4	10	\$ 29,165.64	\$ 2,144.48
101622	SONOMA VERDE PHASE 2, BLOCK Z, LOT 5	10	\$ 29,165.64	\$ 2,144.48
101623	SONOMA VERDE PHASE 2, BLOCK Z, LOT 6	10	\$ 29,165.64	\$ 2,144.48
101624	SONOMA VERDE PHASE 2, BLOCK Z, LOT 7	10	\$ 29,165.64	\$ 2,144.48
101625	SONOMA VERDE PHASE 2, BLOCK Z, LOT 8	10	\$ 29,165.64	\$ 2,144.48
101626	SONOMA VERDE PHASE 2, BLOCK Z, LOT 9	10	\$ 29,165.64	\$ 2,144.48
101627	SONOMA VERDE PHASE 2, BLOCK Z, LOT 10	10	\$ 29,165.64	\$ 2,144.48
101628	SONOMA VERDE PHASE 2, BLOCK Z, LOT 11	10	\$ 29,165.64	\$ 2,144.48
101629	SONOMA VERDE PHASE 2, BLOCK Z, LOT 12	10	\$ 29,165.64	\$ 2,144.48
101630	SONOMA VERDE PHASE 2, BLOCK Z, LOT 13	10	\$ 29,165.64	\$ 2,144.48
101631	SONOMA VERDE PHASE 2, BLOCK Z, LOT 14	10	\$ 29,165.64	\$ 2,144.48
101632	SONOMA VERDE PHASE 2, BLOCK Z, LOT 15	10	\$ 29,165.64	\$ 2,144.48
101633	SONOMA VERDE PHASE 2, LOT 1X	Non-Benefitted	\$ -	\$ -
101634	SONOMA VERDE PHASE 2, LOT 1X	Non-Benefitted	\$ -	\$ -
Total			\$ 6,060,000.67	\$ 445,718.96

Footnotes:

- 1) Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- 2) Outstanding Assessment prior to 1/31/2022 Annual Installment.

EXHIBIT G-2 –IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Administrative Expenses						Total Annual Installment
	Principal	Interest	Additional Interest	Administrative Costs	Maintenance and Operation Costs		
2022	\$ 115,000.00	\$ 255,162.50	\$ 30,300.00	\$ 32,173.88	\$ 13,082.00		\$ 445,718.38
2023	\$ 120,000.00	\$ 251,137.50	\$ 29,725.00	\$ 32,817.36	\$ 13,082.00		\$ 446,761.86
2024	\$ 125,000.00	\$ 246,937.50	\$ 29,125.00	\$ 33,473.71	\$ 13,082.00		\$ 447,618.21
2025	\$ 130,000.00	\$ 242,562.50	\$ 28,500.00	\$ 34,143.18	\$ 13,082.00		\$ 448,287.68
2026	\$ 135,000.00	\$ 237,687.50	\$ 27,850.00	\$ 34,826.04	\$ 13,082.00		\$ 448,445.54
2027	\$ 140,000.00	\$ 232,625.00	\$ 27,175.00	\$ 35,522.56	\$ 13,082.00		\$ 448,404.56
2028	\$ 145,000.00	\$ 227,375.00	\$ 26,475.00	\$ 36,233.02	\$ 13,082.00		\$ 448,165.02
2029	\$ 150,000.00	\$ 221,937.50	\$ 25,750.00	\$ 36,957.68	\$ 13,082.00		\$ 447,727.18
2030	\$ 160,000.00	\$ 216,312.50	\$ 25,000.00	\$ 37,696.83	\$ 13,082.00		\$ 452,091.33
2031	\$ 165,000.00	\$ 209,512.50	\$ 24,200.00	\$ 38,450.77	\$ 13,082.00		\$ 450,245.27
2032	\$ 175,000.00	\$ 202,500.00	\$ 23,375.00	\$ 39,219.78	\$ 13,082.00		\$ 453,176.78
2033	\$ 180,000.00	\$ 195,062.50	\$ 22,500.00	\$ 40,004.18	\$ 13,082.00		\$ 450,648.68
2034	\$ 190,000.00	\$ 187,412.50	\$ 21,600.00	\$ 40,804.26	\$ 13,082.00		\$ 452,898.76
2035	\$ 200,000.00	\$ 179,337.50	\$ 20,650.00	\$ 41,620.35	\$ 13,082.00		\$ 454,689.85
2036	\$ 210,000.00	\$ 170,837.50	\$ 19,650.00	\$ 42,452.75	\$ 13,082.00		\$ 456,022.25
2037	\$ 215,000.00	\$ 161,912.50	\$ 18,600.00	\$ 43,301.81	\$ 13,082.00		\$ 451,896.31
2038	\$ 225,000.00	\$ 152,775.00	\$ 17,525.00	\$ 44,167.84	\$ 13,082.00		\$ 452,549.84
2039	\$ 230,000.00	\$ 143,212.50	\$ 16,400.00	\$ 45,051.20	\$ 13,082.00		\$ 447,745.70
2040	\$ 245,000.00	\$ 133,437.50	\$ 15,250.00	\$ 45,952.22	\$ 13,082.00		\$ 452,721.72
2041	\$ 255,000.00	\$ 122,718.74	\$ 14,025.00	\$ 46,871.27	\$ 13,082.00		\$ 451,697.01
2042	\$ 270,000.00	\$ 111,562.50	\$ 12,750.00	\$ 47,808.69	\$ 13,082.00		\$ 455,203.19
2043	\$ 280,000.00	\$ 99,750.00	\$ 11,400.00	\$ 48,764.87	\$ 13,082.00		\$ 452,996.87
2044	\$ 295,000.00	\$ 87,500.00	\$ 10,000.00	\$ 49,740.17	\$ 13,082.00		\$ 455,322.17
2045	\$ 310,000.00	\$ 74,593.74	\$ 8,525.00	\$ 50,734.97	\$ 13,082.00		\$ 456,935.71
2046	\$ 325,000.00	\$ 61,031.26	\$ 6,975.00	\$ 51,749.67	\$ 13,082.00		\$ 457,837.93
2047	\$ 340,000.00	\$ 46,812.50	\$ 5,350.00	\$ 52,784.66	\$ 13,082.00		\$ 458,029.16
2048	\$ 355,000.00	\$ 31,937.50	\$ 3,650.00	\$ 53,840.35	\$ 13,082.00		\$ 457,509.85
2049	\$ 375,000.00	\$ 16,406.24	\$ 1,875.00	\$ 54,917.16	\$ 13,082.00		\$ 461,280.40
Total	\$ 6,060,000.00	\$ 4,520,049.98	\$ 524,200.00	\$ 1,192,081.22	\$ 366,296.00		\$ 12,662,627.20

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, Interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 –IMPROVEMENT AREA #3 ASSESSMENT ROLL

Property ID ¹	Improvement Area #3 ²	
	Outstanding Assessment ³	Annual Installment Due 1/31/2022
Improvement Area #3 Initial Parcel	\$ 5,935,000.00	\$ 483,170.00
Total	\$ 5,935,000.00	\$ 483,170.00

Footnotes:

- 1) The Improvement Area #3 Initial Parcel is wholly contained within Property ID 79963.
- 2) Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- 3) Outstanding Assessment prior to 1/31/2022 Annual Installment.

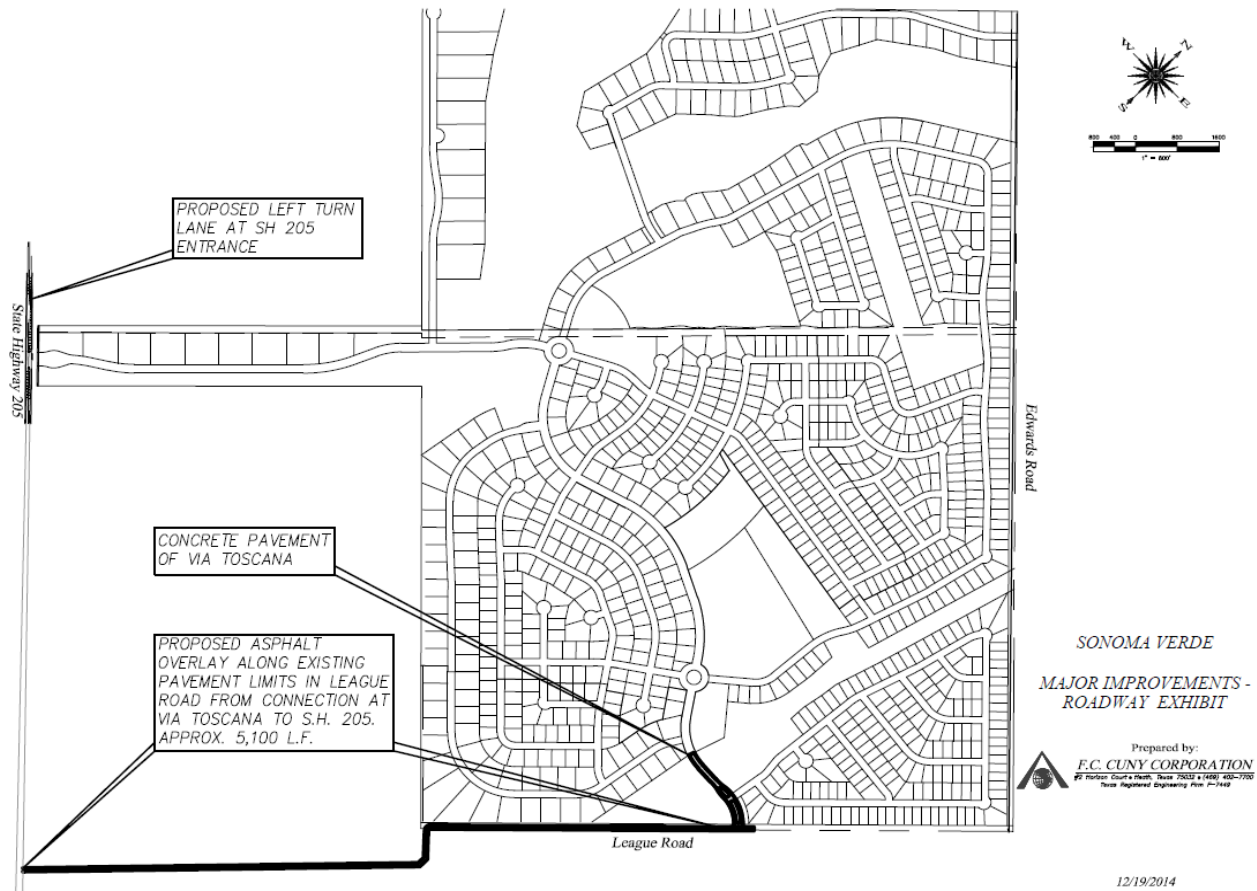
EXHIBIT H-2 –IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

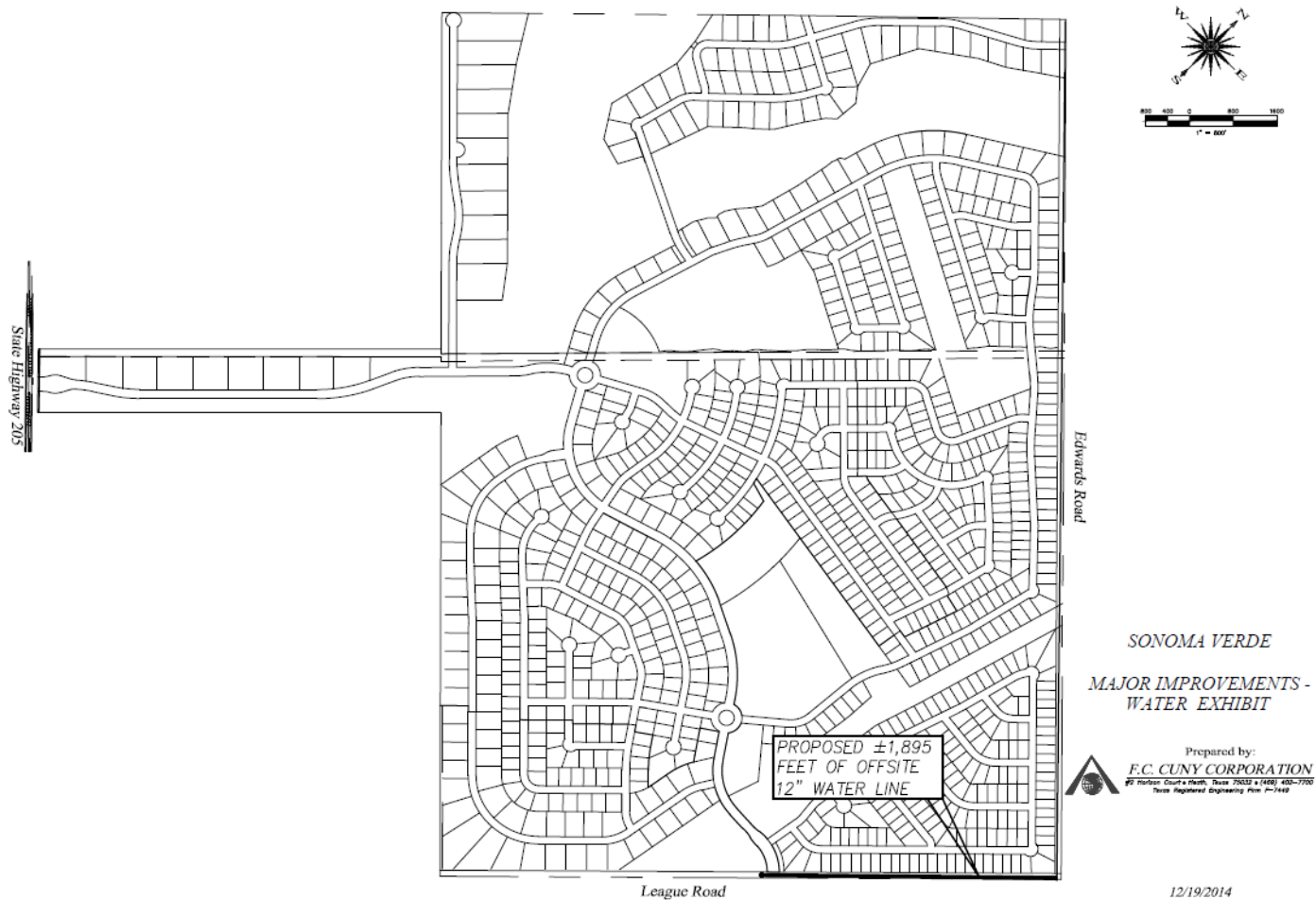
					Administrative Expenses				
Annual Installment			Capitalized	Additional	Administrative	Maintenance and Operation			Total Annual
Due 1/31	Principal	Interest	Interest	Interest	Costs	Costs	Reserve Fund	Installment	
2021 ^[a]	\$ -	\$ 181,347.22	\$ (181,347.22)	\$ -	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	
2022	\$ 85,000.00	\$ 326,425.00	\$ -	\$ 29,675.00	\$ 30,600.00	\$ 11,470.00	\$ -	\$ 483,170.00	
2023	\$ 85,000.00	\$ 321,750.00	\$ -	\$ 29,250.00	\$ 31,212.00	\$ 11,470.00	\$ -	\$ 478,682.00	
2024	\$ 90,000.00	\$ 317,075.00	\$ -	\$ 28,825.00	\$ 31,836.24	\$ 11,470.00	\$ -	\$ 479,206.24	
2025	\$ 95,000.00	\$ 312,125.00	\$ -	\$ 28,375.00	\$ 32,472.96	\$ 11,470.00	\$ -	\$ 479,442.96	
2026	\$ 100,000.00	\$ 306,900.00	\$ -	\$ 27,900.00	\$ 33,122.42	\$ 11,470.00	\$ -	\$ 479,392.42	
2027	\$ 105,000.00	\$ 301,400.00	\$ -	\$ 27,400.00	\$ 33,784.87	\$ 11,470.00	\$ -	\$ 479,054.87	
2028	\$ 115,000.00	\$ 295,625.00	\$ -	\$ 26,875.00	\$ 34,460.57	\$ 11,470.00	\$ -	\$ 483,430.57	
2029	\$ 120,000.00	\$ 289,300.00	\$ -	\$ 26,300.00	\$ 35,149.78	\$ 11,470.00	\$ -	\$ 482,219.78	
2030	\$ 125,000.00	\$ 282,700.00	\$ -	\$ 25,700.00	\$ 35,852.78	\$ 11,470.00	\$ -	\$ 480,722.78	
2031	\$ 130,000.00	\$ 275,825.00	\$ -	\$ 25,075.00	\$ 36,569.83	\$ 11,470.00	\$ -	\$ 478,939.83	
2032	\$ 140,000.00	\$ 268,675.00	\$ -	\$ 24,425.00	\$ 37,301.23	\$ 11,470.00	\$ -	\$ 481,871.23	
2033	\$ 145,000.00	\$ 260,975.00	\$ -	\$ 23,725.00	\$ 38,047.25	\$ 11,470.00	\$ -	\$ 479,217.25	
2034	\$ 155,000.00	\$ 253,000.00	\$ -	\$ 23,000.00	\$ 38,808.20	\$ 11,470.00	\$ -	\$ 481,278.20	
2035	\$ 165,000.00	\$ 244,475.00	\$ -	\$ 22,225.00	\$ 39,584.36	\$ 11,470.00	\$ -	\$ 482,754.36	
2036	\$ 175,000.00	\$ 235,400.00	\$ -	\$ 21,400.00	\$ 40,376.05	\$ 11,470.00	\$ -	\$ 483,646.05	
2037	\$ 180,000.00	\$ 225,775.00	\$ -	\$ 20,525.00	\$ 41,183.57	\$ 11,470.00	\$ -	\$ 478,953.57	
2038	\$ 190,000.00	\$ 215,875.00	\$ -	\$ 19,625.00	\$ 42,007.24	\$ 11,470.00	\$ -	\$ 478,977.24	
2039	\$ 205,000.00	\$ 205,425.00	\$ -	\$ 18,675.00	\$ 42,847.39	\$ 11,470.00	\$ -	\$ 483,417.39	
2040	\$ 215,000.00	\$ 194,150.00	\$ -	\$ 17,650.00	\$ 43,704.34	\$ 11,470.00	\$ -	\$ 481,974.34	
2041	\$ 225,000.00	\$ 182,325.00	\$ -	\$ 16,575.00	\$ 44,578.42	\$ 11,470.00	\$ -	\$ 479,948.42	
2042	\$ 240,000.00	\$ 169,950.00	\$ -	\$ 15,450.00	\$ 45,469.99	\$ 11,470.00	\$ -	\$ 482,339.99	
2043	\$ 255,000.00	\$ 156,750.00	\$ -	\$ 14,250.00	\$ 46,379.39	\$ 11,470.00	\$ -	\$ 483,849.39	
2044	\$ 265,000.00	\$ 142,725.00	\$ -	\$ 12,975.00	\$ 47,306.98	\$ 11,470.00	\$ -	\$ 479,476.98	
2045	\$ 280,000.00	\$ 128,150.00	\$ -	\$ 11,650.00	\$ 48,253.12	\$ 11,470.00	\$ -	\$ 479,523.12	
2046	\$ 300,000.00	\$ 112,750.00	\$ -	\$ 10,250.00	\$ 49,218.18	\$ 11,470.00	\$ -	\$ 483,688.18	
2047	\$ 315,000.00	\$ 96,250.00	\$ -	\$ 8,750.00	\$ 50,202.54	\$ 11,470.00	\$ -	\$ 481,672.54	
2048	\$ 330,000.00	\$ 78,925.00	\$ -	\$ 7,175.00	\$ 51,206.59	\$ 11,470.00	\$ -	\$ 478,776.59	
2049	\$ 350,000.00	\$ 60,775.00	\$ -	\$ 5,525.00	\$ 52,230.73	\$ 11,470.00	\$ -	\$ 480,000.73	
2050	\$ 370,000.00	\$ 41,525.00	\$ -	\$ 3,775.00	\$ 53,275.34	\$ 11,470.00	\$ -	\$ 480,045.34	
2051	\$ 385,000.00	\$ 21,175.00	\$ -	\$ 1,925.00	\$ 54,340.85	\$ 11,470.00	\$ (412,750.00)	\$ 61,160.85	
Total	\$ 5,935,000.00	\$ 6,505,522.22	\$ (181,347.22)	\$ 574,925.00	\$ 1,271,383.22	\$ 344,100.00	\$ (412,750.00)	\$ 14,036,833.22	

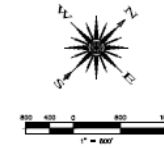
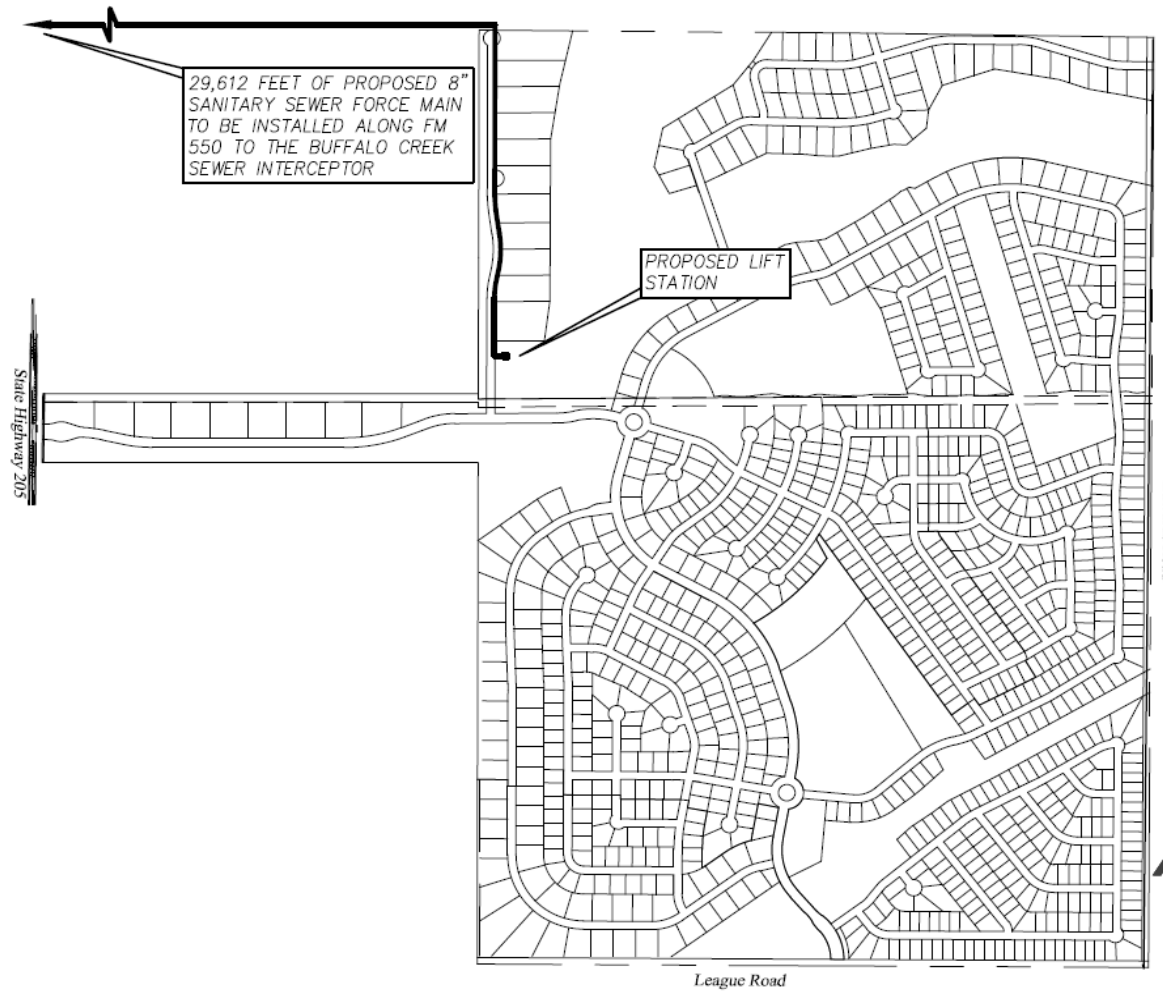
Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earning, or other available offsets could increase or decrease the amounts shown. Interest is shown at 5.5% for illustrative purposes only.

[a] Capitalized Interest and Administrative Expenses due January 31, 2021 will be paid from bond proceeds.

EXHIBIT I-1 – MAPS OF MAJOR IMPROVEMENTS



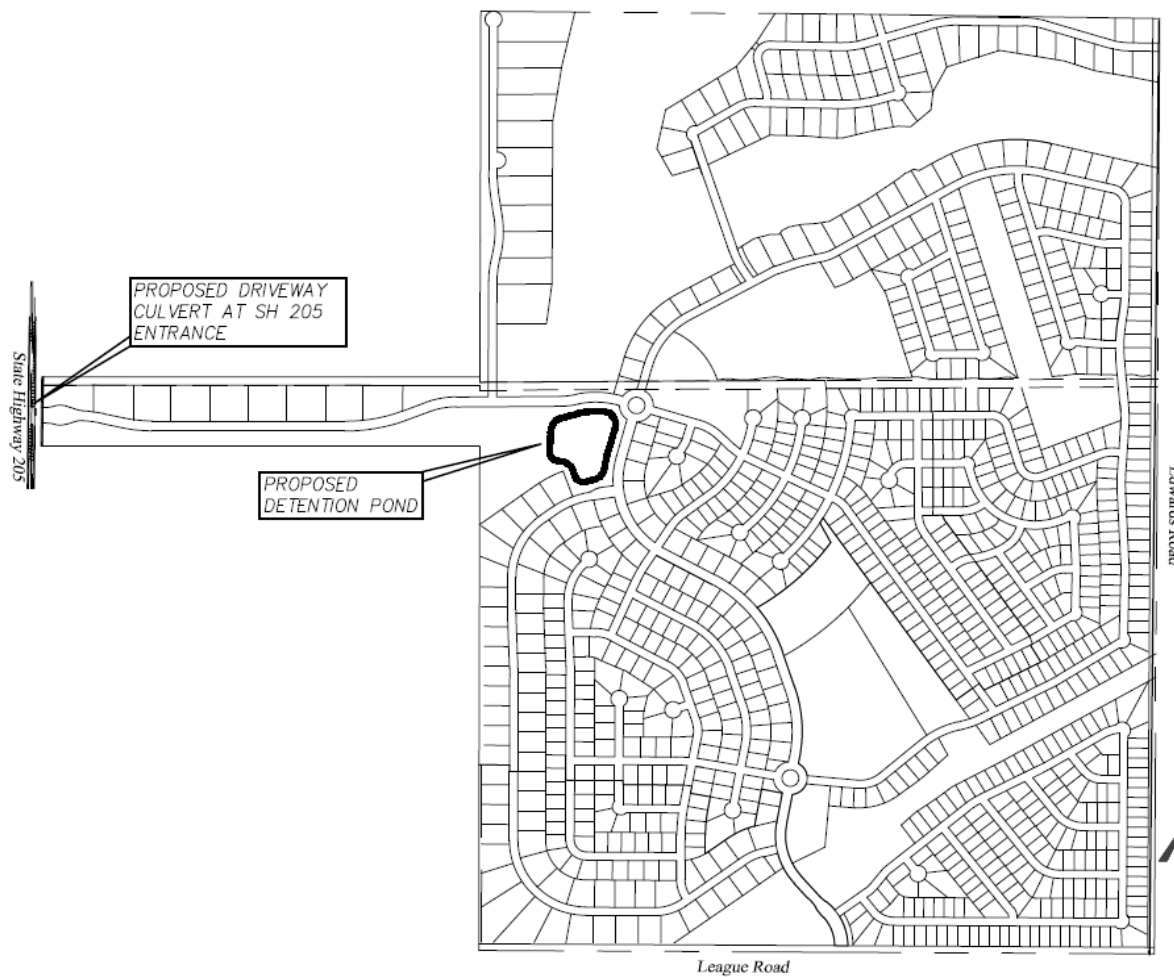




SONOMA VERDE
**MAJOR IMPROVEMENTS -
WASTE WATER EXHIBIT**

Prepared by:
F.C. CUNY CORPORATION
201 Wolfson Court • North • Suite 200 • 4080 • 4080-1700
Texas Registered Engineering Firm P-1410

12/19/2014

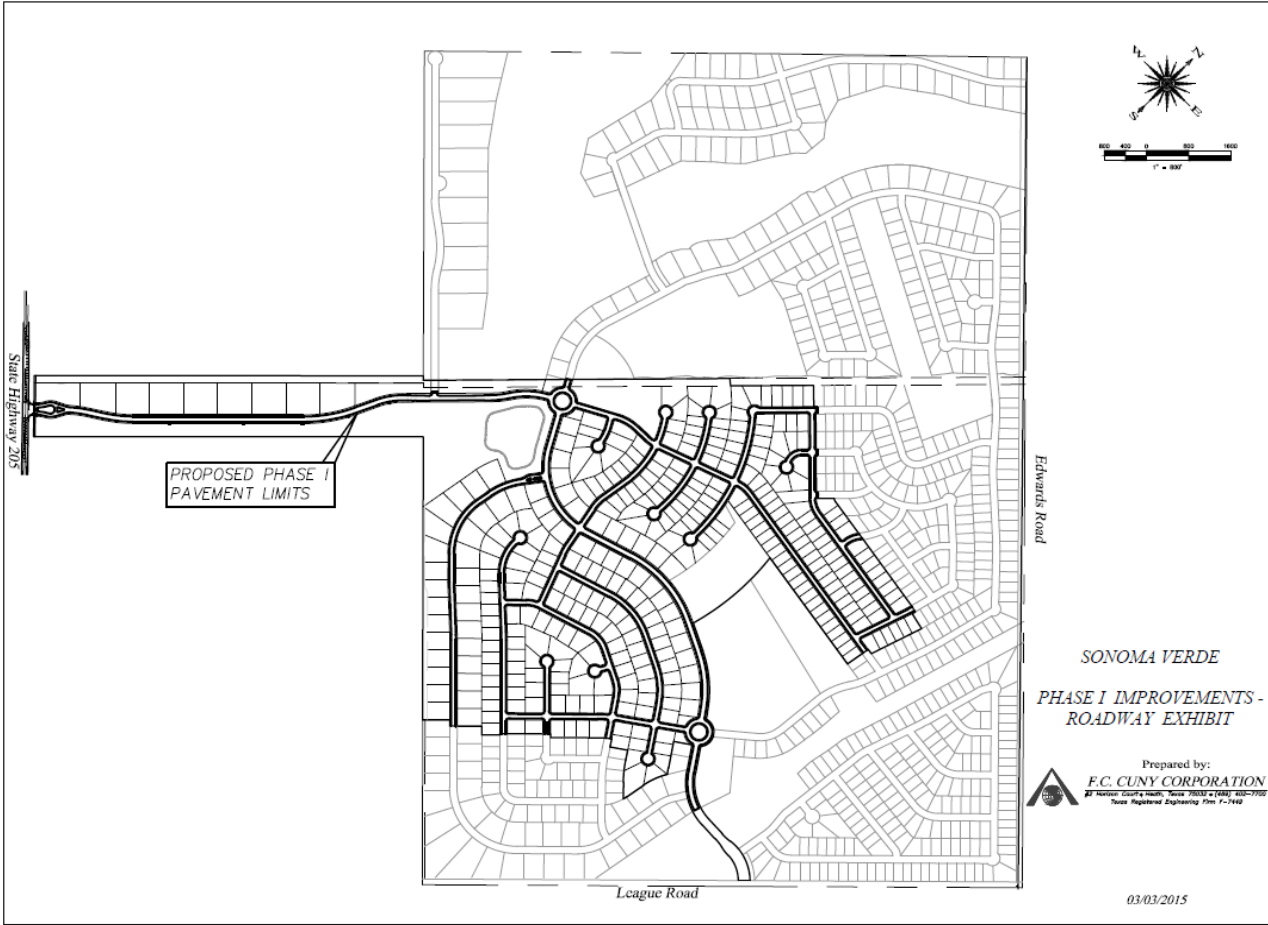


SONOMA VERDE
MAJOR IMPROVEMENTS -
DRAINAGE EXHIBIT

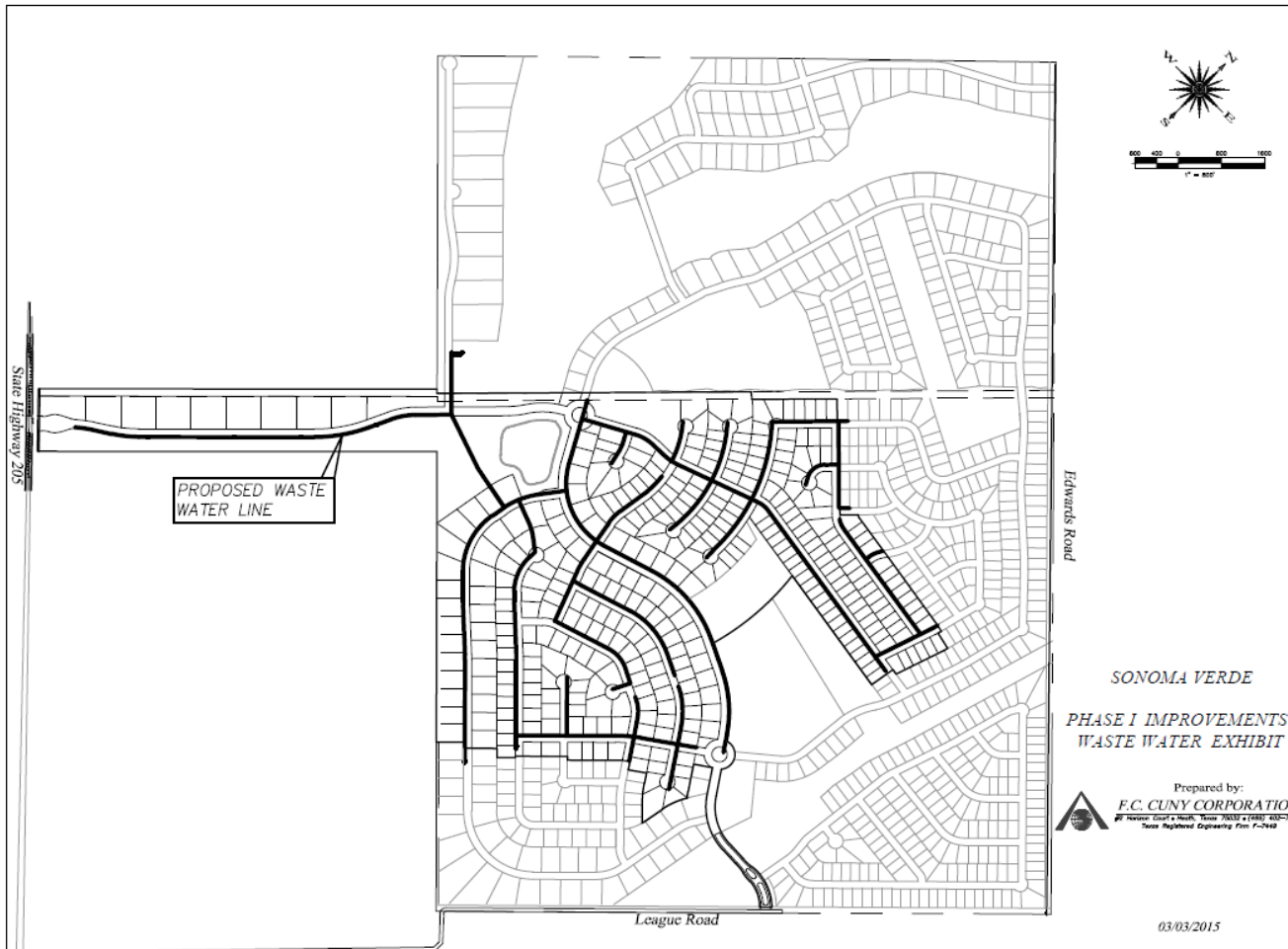
Prepared by:
F.C. CUNY CORPORATION
PE: F.C. CUNY, License No. 70553 & 14880, 405-7700
Texas Registered Engineering Firm #7419

12/19/2014

EXHIBIT I-2 – MAPS OF PHASE 1 IMPROVEMENTS







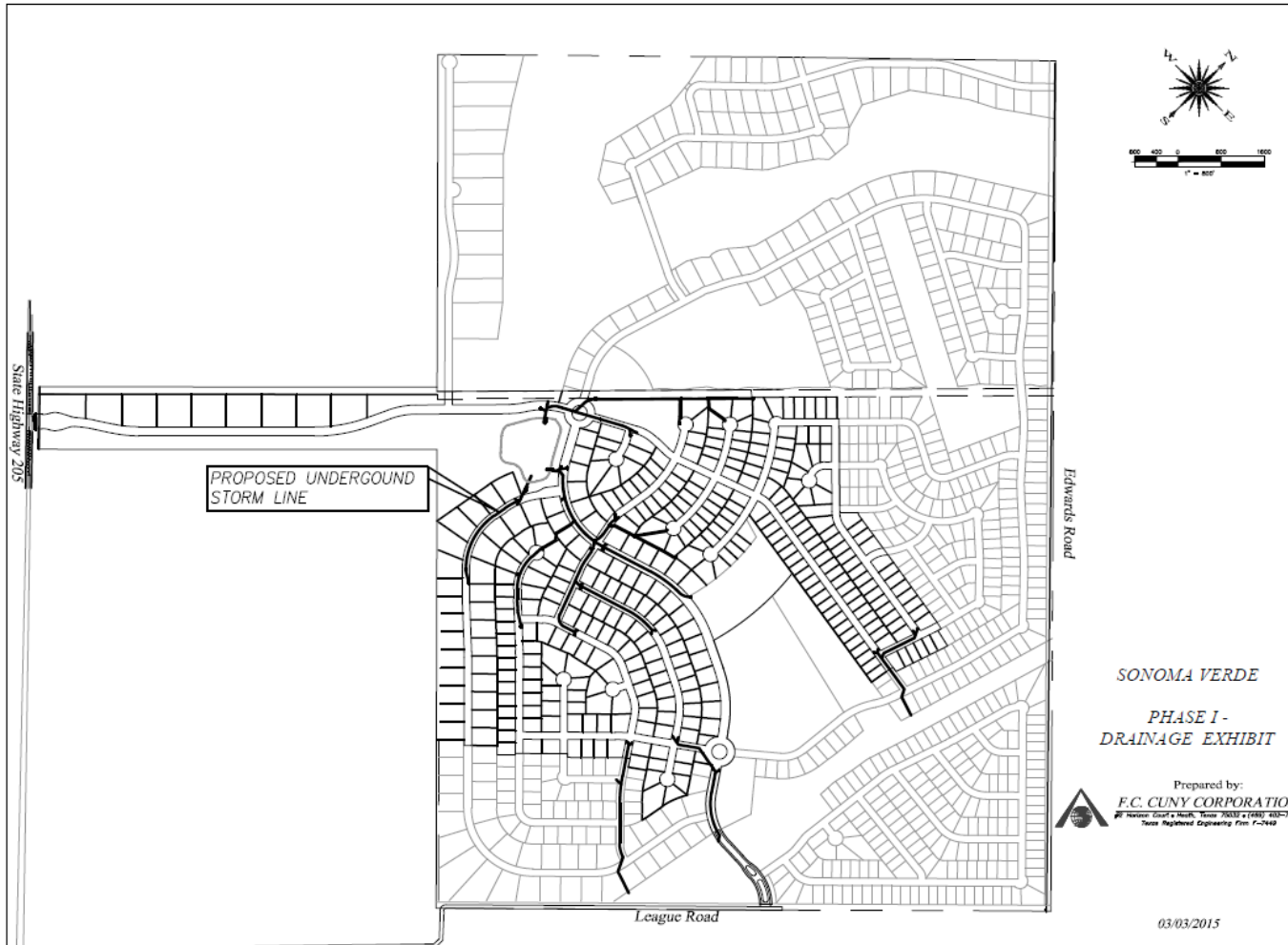
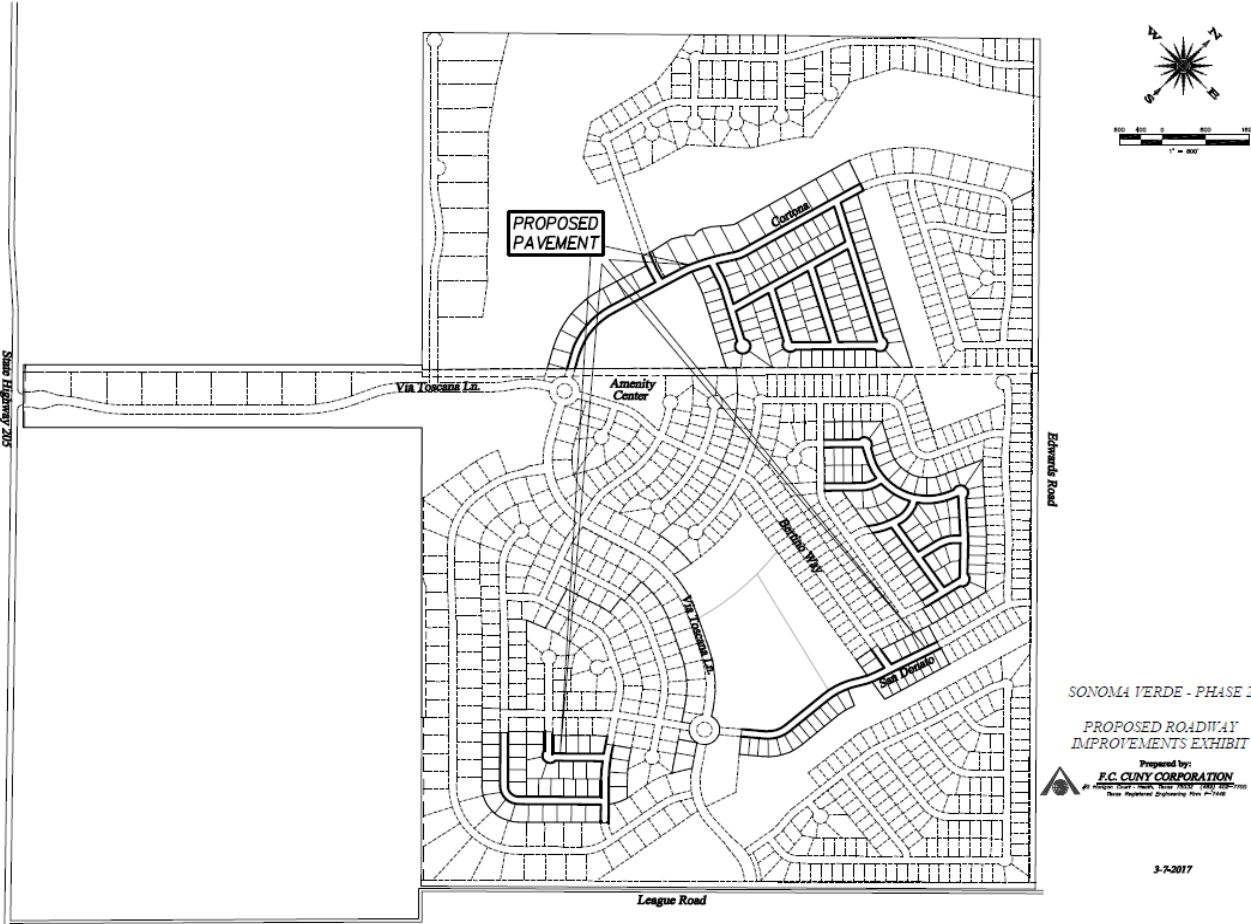
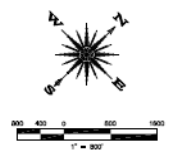
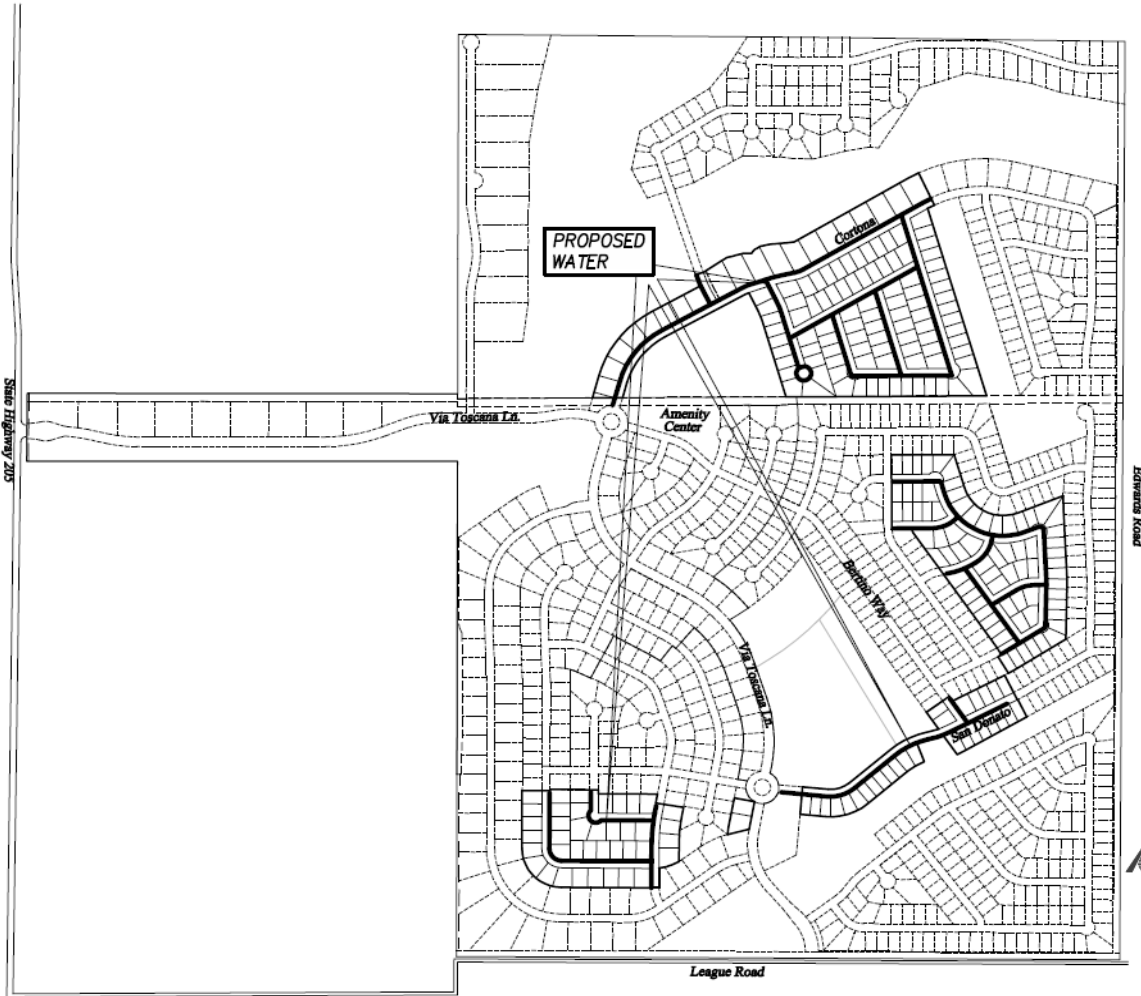


EXHIBIT I-3 – MAPS OF PHASE 2 IMPROVEMENTS

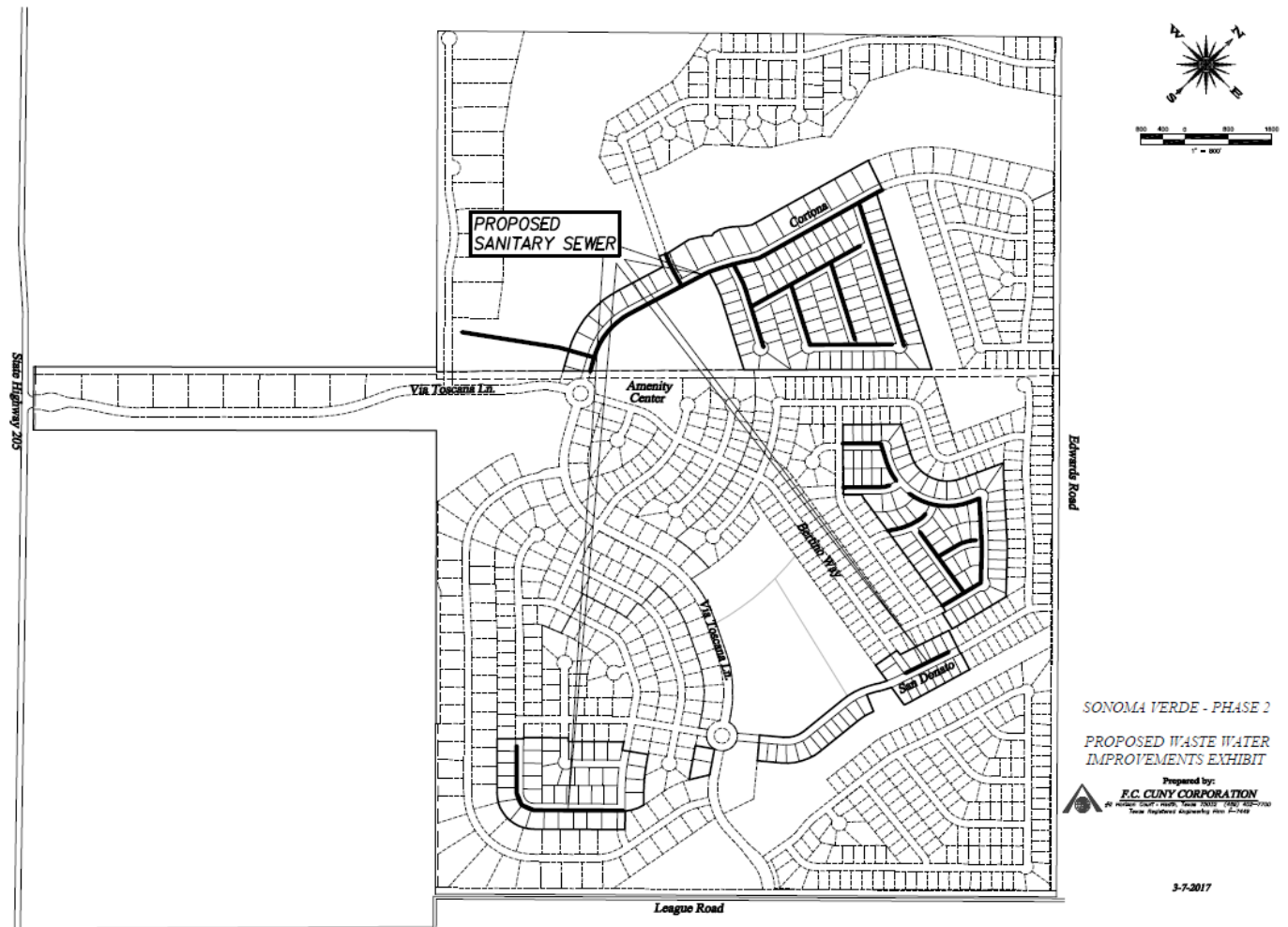




SONOMA VERDE - PHASE 2
 PROPOSED WATER
 IMPROVEMENTS EXHIBIT

Prepared by:
F.C. CUNY CORPORATION
41 HANCOCK STREET SUITE 200 WEST PALM BEACH, FL 33411
 Texas Registered Engineering Firm P-7148

3-7-2017



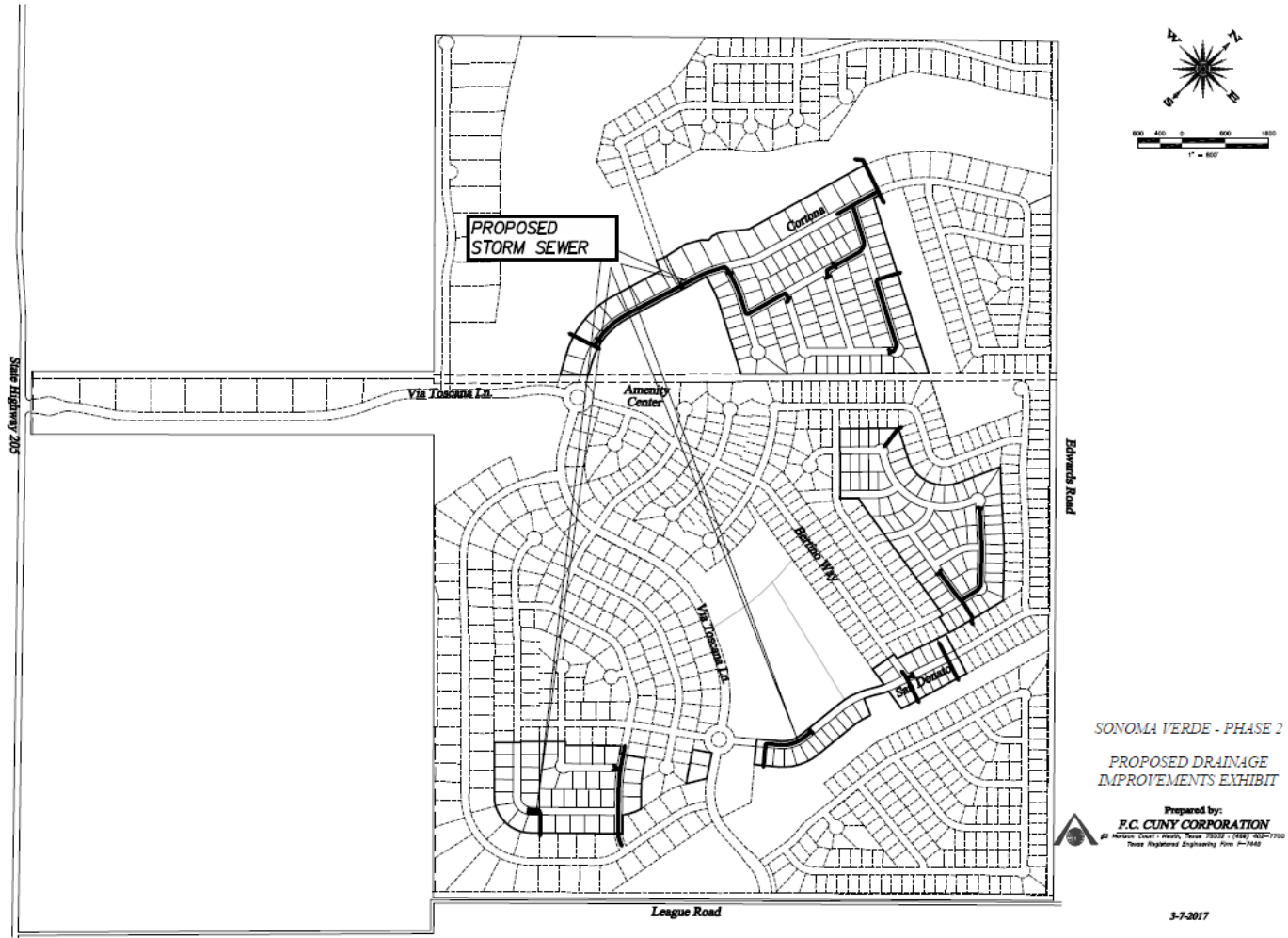
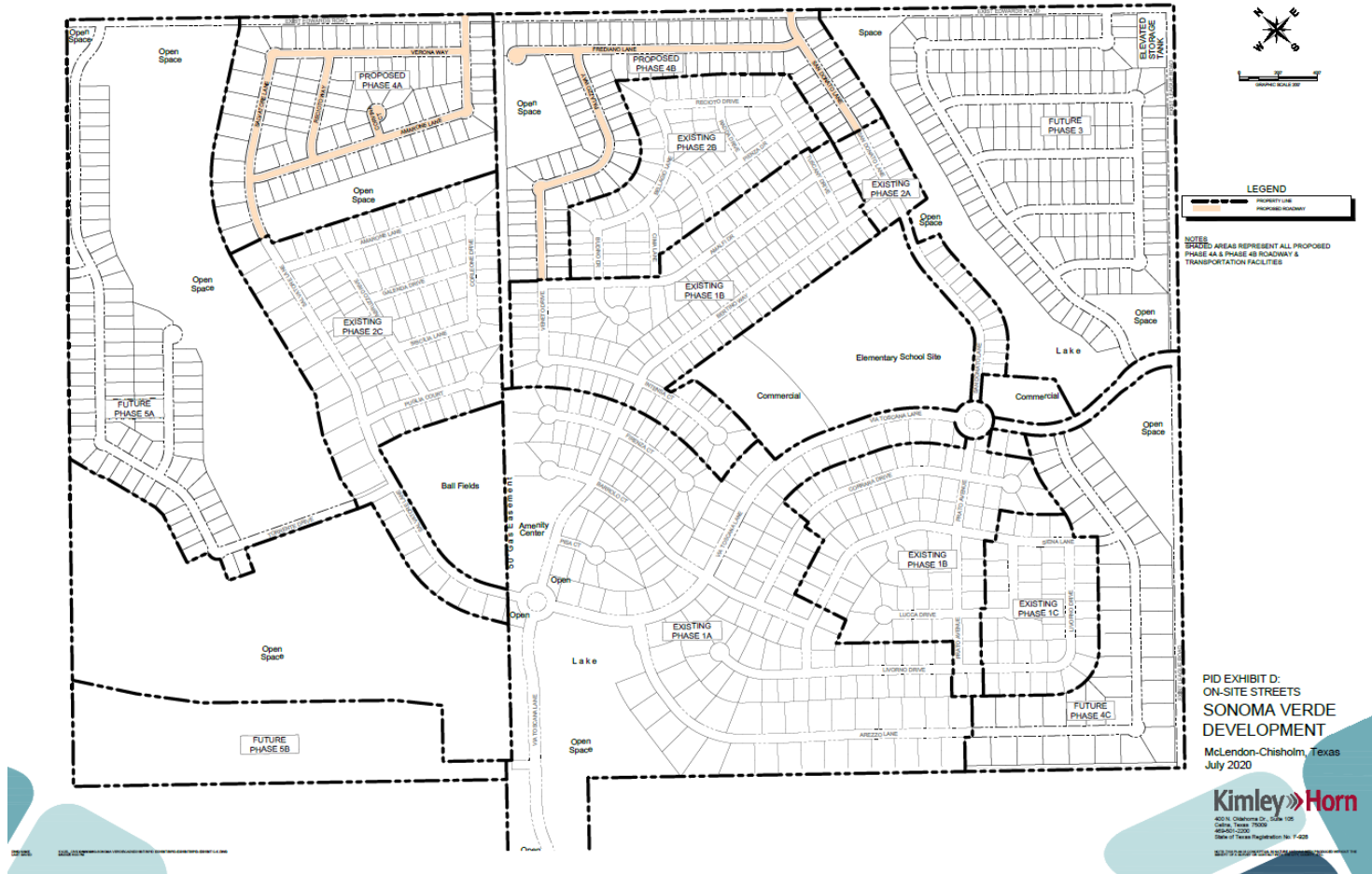
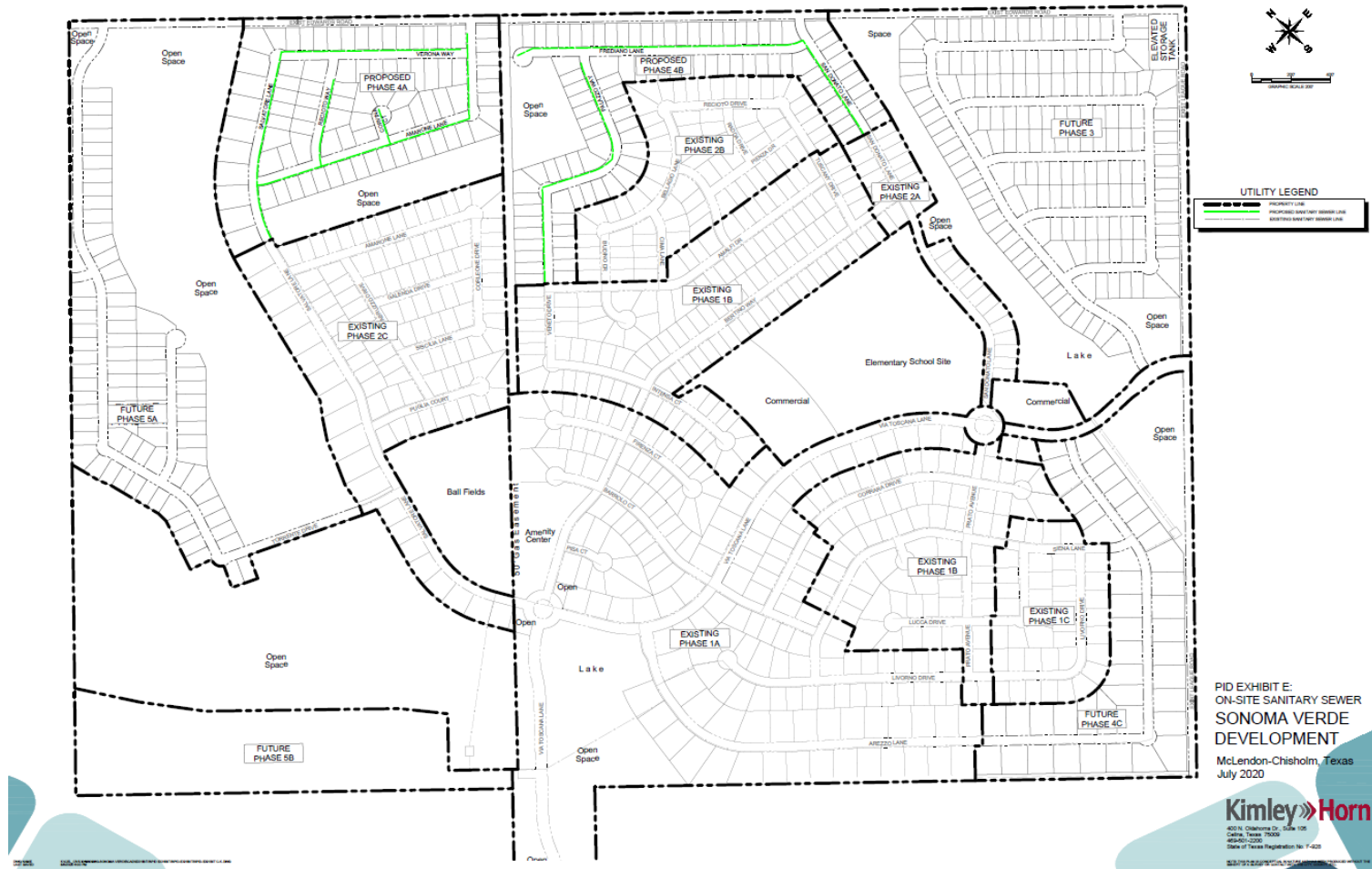
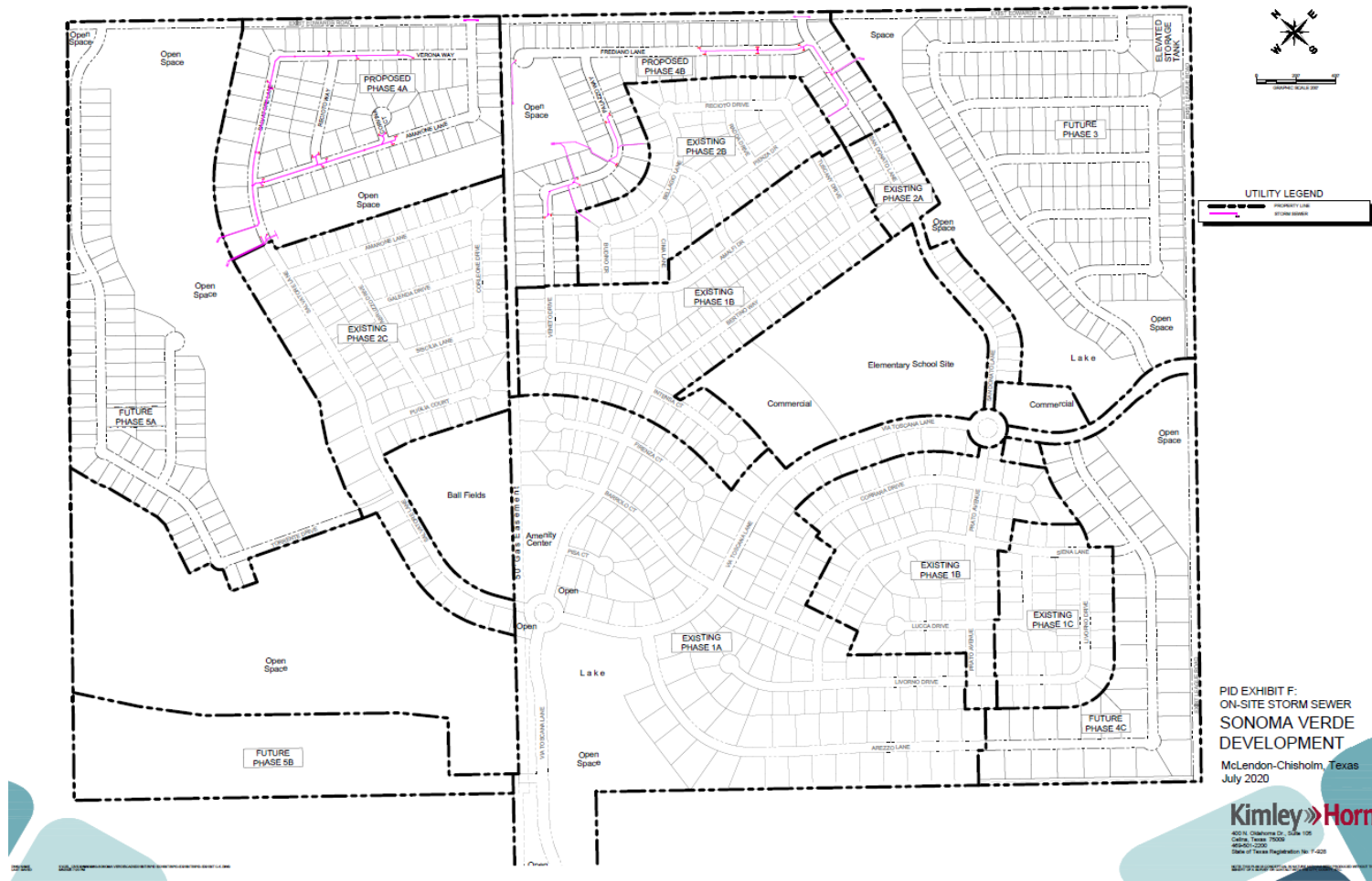
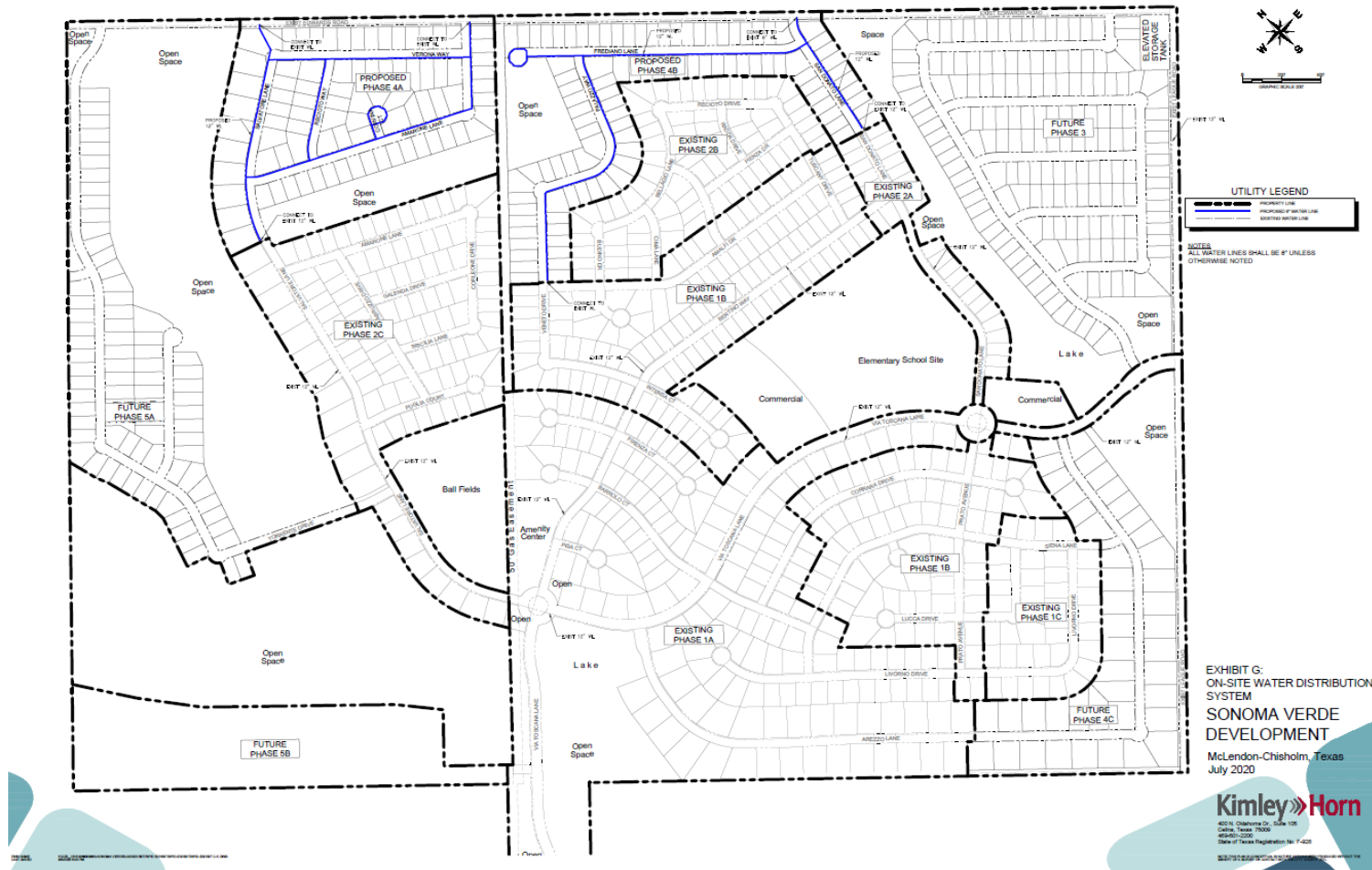


EXHIBIT I-4 – MAPS OF IMPROVEMENT AREA #3 IMPROVEMENTS









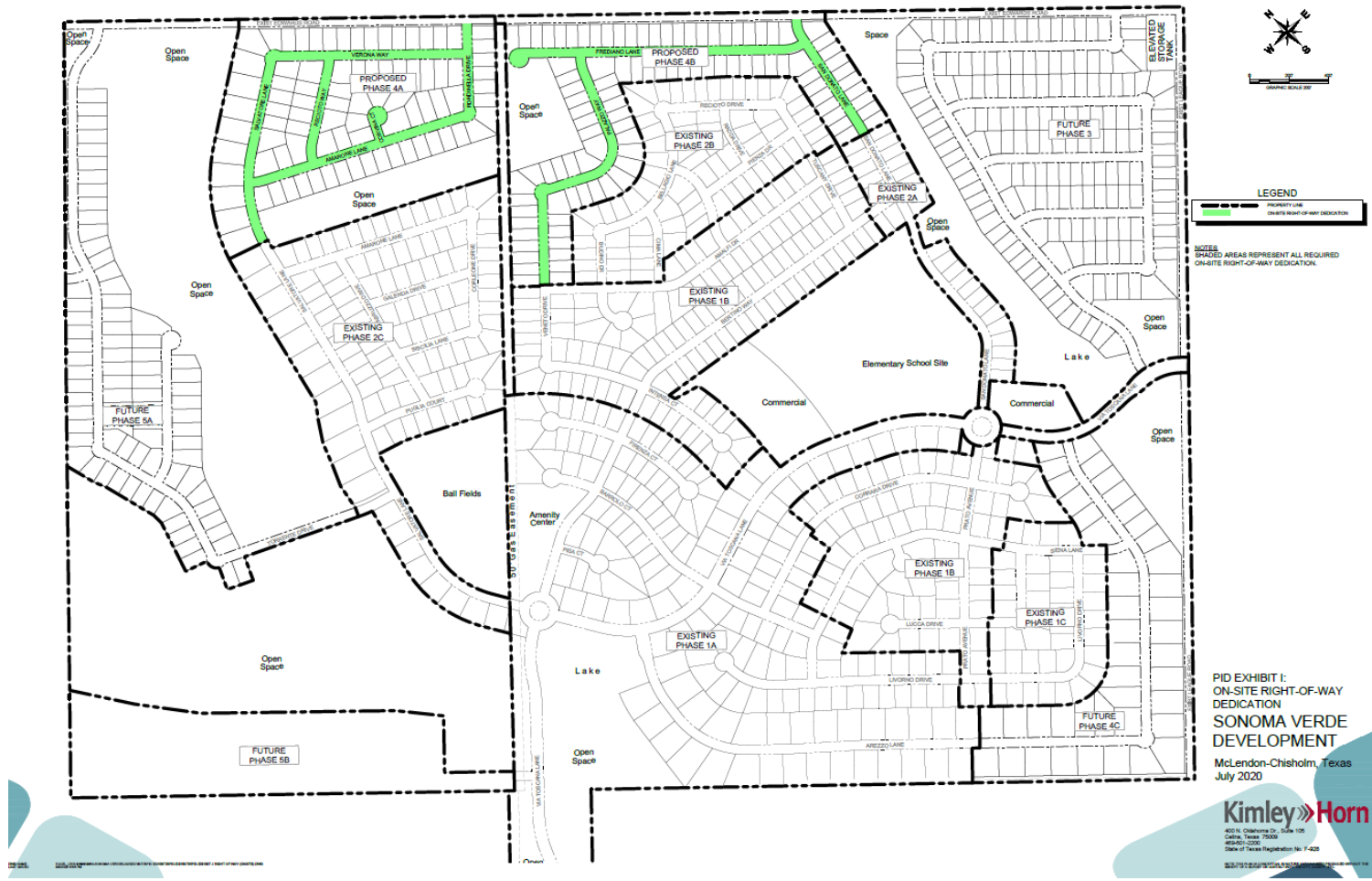


EXHIBIT J-1 – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units	Units After Prepayments	Estimated Buildout Value Per Unit	Total Estimated Buildout Value	Assessment	Maximum Assessment per unit	Average Annual Installment	Average Annual Installment per Unit	PID TRE
<i>Phase 1</i>									
2	29	29	\$ 440,000	\$ 12,760,000	\$ 1,088,011.71	\$ 37,517.65	\$ 75,296.75	\$ 2,596.44	
3	30	30	\$ 340,000	\$ 10,200,000	\$ 867,878.06	\$ 28,929.27	\$ 60,062.22	\$ 2,002.07	
4	122	120	\$ 310,000	\$ 37,200,000	\$ 3,146,057.97	\$ 26,217.15	\$ 217,725.55	\$ 1,814.38	
5	175	175	\$ 245,000	\$ 42,875,000	\$ 3,638,759.57	\$ 20,792.91	\$ 251,823.37	\$ 1,438.99	
6	8	8	\$ 425,000	\$ 3,400,000	\$ 289,292.69	\$ 36,161.59	\$ 20,020.74	\$ 2,502.59	
Phase 1 Total	364	362		\$ 106,435,000	\$ 9,030,000.00		\$ 624,928.63		0.587146
<i>Improvement Area #1C</i>									
4	41	41	\$ 310,000	\$ 12,710,000	\$ 1,278,502.31	\$ 31,182.98	\$ 111,707.79	\$ 2,724.58	
Improvement Area #1C Total	41	41		\$ 12,710,000	\$ 1,278,502.31		\$ 111,707.79		0.878897
<i>Improvement Area #2</i>									
2	12	12	\$ 440,000	\$ 5,280,000	\$ 554,809.33	\$ 46,234.11	\$ 41,379.65	\$ 3,448.30	
3	8	8	\$ 340,000	\$ 2,720,000	\$ 285,203.18	\$ 35,650.40	\$ 21,271.46	\$ 2,658.93	
5	100	99	\$ 245,000	\$ 24,255,000	\$ 2,536,748.85	\$ 25,623.73	\$ 189,199.72	\$ 1,911.11	
10	93	92	\$ 277,500	\$ 25,530,000	\$ 2,683,238.64	\$ 29,165.64	\$ 200,125.45	\$ 2,175.28	
Improvement Area #2 Total	213	211		\$ 57,785,000	\$ 6,060,000.00		\$ 451,976.28		0.782169
<i>Improvement Area #3</i>									
1	99	99	\$ 353,000	\$ 34,947,000	\$ 3,002,858.58	\$ 30,331.90	\$ 243,307.57	\$ 2,457.65	
2	77	77	\$ 388,000	\$ 29,876,000	\$ 2,567,127.45	\$ 33,339.32	\$ 208,002.31	\$ 2,701.33	
3	9	9	\$ 472,000	\$ 4,248,000	\$ 365,013.97	\$ 40,557.11	\$ 29,575.37	\$ 3,286.15	
Improvement Area #3 Total	185	185		\$ 69,071,000	\$ 5,935,000.00		\$ 480,885.25		\$ 0.6962
Total	803	799		\$ 246,001,000.00	\$ 22,303,502.31		\$ 1,669,497.96		

EXHIBIT J-2 – LAND USE CLASS TO LOT TYPE CONVERSION

Lot Type	Land Use Class	Front Footage/Acreage/Use	Estimated Buildout Value per Unit	Outstanding Assessment per Unit
Phase 1, Lot Type 2	Land Use Class 2	Residential - One-Half Acre	\$ 440,000.00	\$ 37,517.65
Phase 1, Lot Type 3	Land Use Class 3	Residential - 90' Lot	\$ 340,000.00	\$ 28,929.27
Phase 1, Lot Type 4	Land Use Class 4	Residential - 80' Lot	\$ 310,000.00	\$ 26,217.15
Phase 1, Lot Type 5	Land Use Class 5	Residential - 60' Lot	\$ 245,000.00	\$ 20,792.91
Phase 1, Lot Type 6	Land Use Class 6	Office Lot	\$ 425,000.00	\$ 36,161.59
Improvement Area #1C, Lot Type 4	Land Use Class 4	Residential - 80' Lot	\$ 310,000.00	\$ 31,182.98
Improvement Area #2, Lot Type 2	Land Use Class 2	Residential - One-Half Acre	\$ 440,000.00	\$ 46,234.11
Improvement Area #2, Lot Type 3	Land Use Class 3	Residential - 90' Lot	\$ 340,000.00	\$ 35,650.40
Improvement Area #2, Lot Type 5	Land Use Class 5	Residential - 60' Lot	\$ 245,000.00	\$ 25,623.73
Improvement Area #2, Lot Type 10	Land Use Class 10	Residential - 70' Lot	\$ 277,500.00	\$ 29,165.64
Improvement Area #3, Lot Type 1	N/A	Residential - 60' Lot	\$ 353,000.00	\$ 30,331.90
Improvement Area #3, Lot Type 2	N/A	Residential - 70' Lot	\$ 388,000.00	\$ 33,339.32
Improvement Area #3, Lot Type 3	N/A	Residential - 120' Lot	\$ 472,000.00	\$ 40,557.11

EXHIBIT K – FORM OF NOTICE OF PID ASSESSMENT TERMINATION



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

[Date]
Rockwall County Clerk's Office
Honorable [County Clerk]
1111 E Yellowjacket Lane
Suite 100
Rockwall, TX 75087

Re: City of McLendon-Chisholm Lien Release documents for filing

Dear Ms./Mr. [County Clerk],

Enclosed is a lien release that the City of McLendon-Chisholm 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 McLendon-Chisholm
Attn: City Secretary
1371 West FM 550
McLendon-Chisholm, TX 75032

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

Sincerely,
[Signature]

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

City Secretary
1371 West FM 550
McLendon-Chisholm, TX 75032

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
COUNTY OF ROCKWALL §

NOW ALL MEN BY THESE PRESENTS:

RECITALS

WHEREAS, on or about June 23, 2017, the City Council approved Ordinance No. 2017-09, (hereinafter referred to as the "Phase 2 Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property (defined below) within the District; and

WHEREAS, on or about February 9, 2021, the City Council approved Ordinance No. 2021-__, (hereinafter referred to as the "Phase 3 Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property (defined below) within the District; and

WHEREAS, the [Phase 1/Phase 2/Phase 3] Assessment Ordinance imposed an assessment (the "Lien") in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property "the "Property": [legal description], a subdivision in Rockwall County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Rockwall County, Texas; and

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

RELEASE

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

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF MCLENDON-CHISHOLM, TEXAS,
A Texas general law municipality,

By: _____
[Name], City Manager

ATTEST:

[Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Name], City Manager for the City of McLendon-Chisholm, Texas, a Texas general law municipality, on behalf of said municipality.

Notary Public, State of Texas

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

[Updated schedule to be provided by FA w/ refunding due to prepayment included.]

EXHIBIT L-2 – DEBT SERVICE SCHEDULE FOR PHASE 1 REFUNDING AND IMPROVEMENT BONDS

FINAL

City of McLendon-Chisholm

Special Assessment Revenue Refunding and Improvement Bonds, Series 2020
(Sonoma PID Phase 1)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/30/2020	-	-	-	-
09/30/2021	230,000.00	4.000%	329,442.36	559,442.36
09/30/2022	255,000.00	4.000%	298,850.00	553,850.00
09/30/2023	265,000.00	4.000%	288,650.00	553,650.00
09/30/2024	275,000.00	4.000%	278,050.00	553,050.00
09/30/2025	285,000.00	4.000%	267,050.00	552,050.00
09/30/2026	295,000.00	4.000%	255,650.00	550,650.00
09/30/2027	305,000.00	4.000%	243,850.00	548,850.00
09/30/2028	320,000.00	4.000%	231,650.00	551,650.00
09/30/2029	330,000.00	4.000%	218,850.00	548,850.00
09/30/2030	340,000.00	4.000%	205,650.00	545,650.00
09/30/2031	355,000.00	2.500%	192,050.00	547,050.00
09/30/2032	360,000.00	2.500%	183,175.00	543,175.00
09/30/2033	370,000.00	2.500%	174,175.00	544,175.00
09/30/2034	375,000.00	2.500%	164,925.00	539,925.00
09/30/2035	385,000.00	2.500%	155,550.00	540,550.00
09/30/2036	395,000.00	3.500%	145,925.00	540,925.00
09/30/2037	405,000.00	3.500%	132,100.00	537,100.00
09/30/2038	420,000.00	3.500%	117,925.00	537,925.00
09/30/2039	430,000.00	3.500%	103,225.00	533,225.00
09/30/2040	445,000.00	3.500%	88,175.00	533,175.00
09/30/2041	460,000.00	3.000%	72,600.00	532,600.00
09/30/2042	470,000.00	3.000%	58,800.00	528,800.00
09/30/2043	485,000.00	3.000%	44,700.00	529,700.00
09/30/2044	495,000.00	3.000%	30,150.00	525,150.00
09/30/2045	510,000.00	3.000%	15,300.00	525,300.00
Total	\$9,260,000.00	-	\$4,296,467.36	\$13,556,467.36

Yield Statistics

Bond Year Dollars	\$135,218.06
Average Life	14.602 Years
Average Coupon	3.1774361%
Net Interest Cost (NIC)	3.0338233%
True Interest Cost (TIC)	3.0043750%
Bond Yield for Arbitrage Purposes	2.5310947%
All Inclusive Cost (AIC)	3.7031130%

IRS Form 8038

Net Interest Cost	2.7342892%
Weighted Average Maturity	14.372 Years

Bid to underwrite | Issue Summary | 10/ 8/2020 | 6:57 PM

Hilltop Securities Inc.
Public Finance

Page 1

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

[To be included after issuance of Improvement Area #3 Bonds.]

EXHIBIT M – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are found in this Exhibit:

- Phase 1, Lot Type 2
- Phase 1, Lot Type 3
- Phase 1, Lot Type 4
- Phase 1, Lot Type 5
- Phase 1, Lot Type 6
- Improvement Area #1C, Lot Type 4
- Improvement Area #2, Lot Type 2
- Improvement Area #2, Lot Type 3
- Improvement Area #2, Lot Type 5
- Improvement Area #2, Lot Type 10
- Improvement Area #3, Lot Type 1
- Improvement Area #3, Lot Type 2
- Improvement Area #3, Lot Type 3

EXHIBIT M-1 - HOMEBUYER DISCLOSURE FOR PHASE 1, LOT TYPE 2

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS TO THE CITY OF MCLENDON-CHISHOLM, TEXAS

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL PHASE 1, LOT TYPE 2 ASSESSMENT: \$37,517.65

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**Sonoma Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE PHASE 1, LOT TYPE 2 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$37,517.65 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – PHASE 1, LOT TYPE 2

			Administrative Expenses			
Installment Due 1/31	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total	
2022	\$ 1,059.47	\$ 1,241.66	\$ 199.19	\$ 62.00	\$ 2,562.31	
2023	\$ 1,101.02	\$ 1,199.28	\$ 203.17	\$ 62.00	\$ 2,565.47	
2024	\$ 1,142.56	\$ 1,155.24	\$ 207.24	\$ 62.00	\$ 2,567.04	
2025	\$ 1,184.11	\$ 1,109.53	\$ 211.38	\$ 62.00	\$ 2,567.03	
2026	\$ 1,225.66	\$ 1,062.17	\$ 215.61	\$ 62.00	\$ 2,565.44	
2027	\$ 1,267.21	\$ 1,013.14	\$ 219.92	\$ 62.00	\$ 2,562.27	
2028	\$ 1,329.53	\$ 962.45	\$ 224.32	\$ 62.00	\$ 2,578.30	
2029	\$ 1,371.08	\$ 909.27	\$ 228.81	\$ 62.00	\$ 2,571.16	
2030	\$ 1,412.62	\$ 854.43	\$ 233.38	\$ 62.00	\$ 2,562.44	
2031	\$ 1,474.95	\$ 797.93	\$ 238.05	\$ 62.00	\$ 2,572.92	
2032	\$ 1,495.72	\$ 761.05	\$ 242.81	\$ 62.00	\$ 2,561.58	
2033	\$ 1,537.27	\$ 723.66	\$ 247.67	\$ 62.00	\$ 2,570.59	
2034	\$ 1,558.04	\$ 685.23	\$ 252.62	\$ 62.00	\$ 2,557.89	
2035	\$ 1,599.59	\$ 646.28	\$ 257.67	\$ 62.00	\$ 2,565.54	
2036	\$ 1,641.14	\$ 606.29	\$ 262.83	\$ 62.00	\$ 2,572.25	
2037	\$ 1,682.69	\$ 548.85	\$ 268.08	\$ 62.00	\$ 2,561.61	
2038	\$ 1,745.01	\$ 489.95	\$ 273.44	\$ 62.00	\$ 2,570.40	
2039	\$ 1,786.55	\$ 428.88	\$ 278.91	\$ 62.00	\$ 2,556.34	
2040	\$ 1,848.88	\$ 366.35	\$ 284.49	\$ 62.00	\$ 2,561.72	
2041	\$ 1,911.20	\$ 301.64	\$ 290.18	\$ 62.00	\$ 2,565.02	
2042	\$ 1,952.75	\$ 244.30	\$ 295.99	\$ 62.00	\$ 2,555.03	
2043	\$ 2,015.07	\$ 185.72	\$ 301.90	\$ 62.00	\$ 2,564.69	
2044	\$ 2,056.62	\$ 125.27	\$ 307.94	\$ 62.00	\$ 2,551.82	
2045	\$ 2,118.94	\$ 63.57	\$ 314.10	\$ 62.00	\$ 2,558.61	
Total	\$ 37,517.65	\$ 16,482.11	\$ 6,059.71	\$ 1,488.00	\$ 61,547.47	

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Interest earnings, or other available offsets could increase or decrease the amounts shown. Interest is calculated at an average coupon of 3.18%.

EXHIBIT M-2 - HOMEBUYER DISCLOSURE FOR PHASE 1, LOT TYPE 3

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL PHASE 1, LOT TYPE 3 ASSESSMENT: \$28,929.27

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***Sonoma Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE PHASE 1, LOT TYPE 3 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$28,929.27 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – PHASE 1, LOT TYPE 3

			Administrative Expenses		
Installment Due 1/31	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total
2022	\$ 816.94	\$ 957.42	\$ 153.59	\$ 62.00	\$ 1,989.95
2023	\$ 848.98	\$ 924.74	\$ 156.66	\$ 62.00	\$ 1,992.38
2024	\$ 881.01	\$ 890.78	\$ 159.80	\$ 62.00	\$ 1,993.59
2025	\$ 913.05	\$ 855.54	\$ 162.99	\$ 62.00	\$ 1,993.59
2026	\$ 945.09	\$ 819.02	\$ 166.25	\$ 62.00	\$ 1,992.36
2027	\$ 977.12	\$ 781.22	\$ 169.58	\$ 62.00	\$ 1,989.92
2028	\$ 1,025.18	\$ 742.13	\$ 172.97	\$ 62.00	\$ 2,002.28
2029	\$ 1,057.22	\$ 701.13	\$ 176.43	\$ 62.00	\$ 1,996.77
2030	\$ 1,089.25	\$ 658.84	\$ 179.96	\$ 62.00	\$ 1,990.05
2031	\$ 1,137.31	\$ 615.27	\$ 183.56	\$ 62.00	\$ 1,998.13
2032	\$ 1,153.33	\$ 586.83	\$ 187.23	\$ 62.00	\$ 1,989.39
2033	\$ 1,185.36	\$ 558.00	\$ 190.97	\$ 62.00	\$ 1,996.34
2034	\$ 1,201.38	\$ 528.37	\$ 194.79	\$ 62.00	\$ 1,986.54
2035	\$ 1,233.42	\$ 498.33	\$ 198.69	\$ 62.00	\$ 1,992.44
2036	\$ 1,265.46	\$ 467.50	\$ 202.66	\$ 62.00	\$ 1,997.61
2037	\$ 1,297.49	\$ 423.21	\$ 206.71	\$ 62.00	\$ 1,989.41
2038	\$ 1,345.55	\$ 377.79	\$ 210.85	\$ 62.00	\$ 1,996.19
2039	\$ 1,377.58	\$ 330.70	\$ 215.07	\$ 62.00	\$ 1,985.35
2040	\$ 1,425.64	\$ 282.48	\$ 219.37	\$ 62.00	\$ 1,989.49
2041	\$ 1,473.69	\$ 232.59	\$ 223.75	\$ 62.00	\$ 1,992.04
2042	\$ 1,505.73	\$ 188.38	\$ 228.23	\$ 62.00	\$ 1,984.34
2043	\$ 1,553.79	\$ 143.20	\$ 232.79	\$ 62.00	\$ 1,991.79
2044	\$ 1,585.82	\$ 96.59	\$ 237.45	\$ 62.00	\$ 1,981.86
2045	\$ 1,633.88	\$ 49.02	\$ 242.20	\$ 62.00	\$ 1,987.09
Total	\$ 28,929.27	\$ 12,709.10	\$ 4,672.55	\$ 1,488.00	\$ 47,798.92

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Interest earnings, or other available offsets could increase or decrease the amounts shown. Interest is calculated at an average coupon of 3.18%.

EXHIBIT M-3 - HOMEBUYER DISCLOSURE FOR PHASE 1, LOT TYPE 4

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL PHASE 1, LOT TYPE 4 ASSESSMENT: \$26,217.15

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the ***“Authorized Improvements”***) undertaken for the benefit of the property within ***“Sonoma Public Improvement District”*** (the ***“District”***) created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE PHASE 1, LOT TYPE 4 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$26,217.15 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – PHASE 1, LOT TYPE 4

			Administrative Expenses		
Installment Due 1/31	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total
2022	\$ 740.35	\$ 867.66	\$ 139.19	\$ 62.00	\$ 1,809.21
2023	\$ 769.38	\$ 838.05	\$ 141.98	\$ 62.00	\$ 1,811.41
2024	\$ 798.42	\$ 807.27	\$ 144.82	\$ 62.00	\$ 1,812.51
2025	\$ 827.45	\$ 775.34	\$ 147.71	\$ 62.00	\$ 1,812.50
2026	\$ 856.48	\$ 742.24	\$ 150.67	\$ 62.00	\$ 1,811.39
2027	\$ 885.52	\$ 707.98	\$ 153.68	\$ 62.00	\$ 1,809.18
2028	\$ 929.07	\$ 672.56	\$ 156.75	\$ 62.00	\$ 1,820.38
2029	\$ 958.10	\$ 635.40	\$ 159.89	\$ 62.00	\$ 1,815.39
2030	\$ 987.14	\$ 597.07	\$ 163.09	\$ 62.00	\$ 1,809.29
2031	\$ 1,030.69	\$ 557.59	\$ 166.35	\$ 62.00	\$ 1,816.62
2032	\$ 1,045.20	\$ 531.82	\$ 169.68	\$ 62.00	\$ 1,808.70
2033	\$ 1,074.24	\$ 505.69	\$ 173.07	\$ 62.00	\$ 1,814.99
2034	\$ 1,088.75	\$ 478.83	\$ 176.53	\$ 62.00	\$ 1,806.12
2035	\$ 1,117.79	\$ 451.61	\$ 180.06	\$ 62.00	\$ 1,811.46
2036	\$ 1,146.82	\$ 423.67	\$ 183.66	\$ 62.00	\$ 1,816.15
2037	\$ 1,175.85	\$ 383.53	\$ 187.33	\$ 62.00	\$ 1,808.72
2038	\$ 1,219.40	\$ 342.38	\$ 191.08	\$ 62.00	\$ 1,814.86
2039	\$ 1,248.44	\$ 299.70	\$ 194.90	\$ 62.00	\$ 1,805.04
2040	\$ 1,291.99	\$ 256.00	\$ 198.80	\$ 62.00	\$ 1,808.79
2041	\$ 1,335.54	\$ 210.78	\$ 202.78	\$ 62.00	\$ 1,811.10
2042	\$ 1,364.57	\$ 170.72	\$ 206.83	\$ 62.00	\$ 1,804.12
2043	\$ 1,408.12	\$ 129.78	\$ 210.97	\$ 62.00	\$ 1,810.87
2044	\$ 1,437.15	\$ 87.54	\$ 215.19	\$ 62.00	\$ 1,801.88
2045	\$ 1,480.70	\$ 44.42	\$ 219.49	\$ 62.00	\$ 1,806.62
Total	\$ 26,217.15	\$ 11,517.62	\$ 4,234.50	\$ 1,488.00	\$ 43,457.27

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Interest earnings, or other available offsets could increase or decrease the amounts shown. Interest is calculated at an average coupon of 3.18%.

EXHIBIT M-4 - HOMEBUYER DISCLOSURE FOR PHASE 1, LOT TYPE 5

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL PHASE 1, LOT TYPE 5 ASSESSMENT: \$20,792.91

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***Sonoma Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE PHASE 1, LOT TYPE 5 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$20,792.91 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – PHASE 1, LOT TYPE 5

			Administrative Expenses		
Installment Due 1/31	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total
2022	\$ 587.18	\$ 688.15	\$ 110.39	\$ 62.00	\$ 1,447.72
2023	\$ 610.20	\$ 664.66	\$ 112.60	\$ 62.00	\$ 1,449.46
2024	\$ 633.23	\$ 640.25	\$ 114.85	\$ 62.00	\$ 1,450.33
2025	\$ 656.25	\$ 614.92	\$ 117.15	\$ 62.00	\$ 1,450.33
2026	\$ 679.28	\$ 588.67	\$ 119.49	\$ 62.00	\$ 1,449.45
2027	\$ 702.31	\$ 561.50	\$ 121.88	\$ 62.00	\$ 1,447.69
2028	\$ 736.85	\$ 533.41	\$ 124.32	\$ 62.00	\$ 1,456.58
2029	\$ 759.87	\$ 503.93	\$ 126.81	\$ 62.00	\$ 1,452.62
2030	\$ 782.90	\$ 473.54	\$ 129.34	\$ 62.00	\$ 1,447.78
2031	\$ 817.44	\$ 442.22	\$ 131.93	\$ 62.00	\$ 1,453.59
2032	\$ 828.95	\$ 421.79	\$ 134.57	\$ 62.00	\$ 1,447.31
2033	\$ 851.98	\$ 401.06	\$ 137.26	\$ 62.00	\$ 1,452.30
2034	\$ 863.49	\$ 379.76	\$ 140.01	\$ 62.00	\$ 1,445.26
2035	\$ 886.52	\$ 358.18	\$ 142.81	\$ 62.00	\$ 1,449.50
2036	\$ 909.55	\$ 336.01	\$ 145.66	\$ 62.00	\$ 1,453.22
2037	\$ 932.57	\$ 304.18	\$ 148.58	\$ 62.00	\$ 1,447.33
2038	\$ 967.11	\$ 271.54	\$ 151.55	\$ 62.00	\$ 1,452.20
2039	\$ 990.14	\$ 237.69	\$ 154.58	\$ 62.00	\$ 1,444.41
2040	\$ 1,024.68	\$ 203.04	\$ 157.67	\$ 62.00	\$ 1,447.38
2041	\$ 1,059.22	\$ 167.17	\$ 160.82	\$ 62.00	\$ 1,449.21
2042	\$ 1,082.24	\$ 135.40	\$ 164.04	\$ 62.00	\$ 1,443.68
2043	\$ 1,116.78	\$ 102.93	\$ 167.32	\$ 62.00	\$ 1,449.03
2044	\$ 1,139.81	\$ 69.42	\$ 170.67	\$ 62.00	\$ 1,441.90
2045	\$ 1,174.35	\$ 35.23	\$ 174.08	\$ 62.00	\$ 1,445.66
Total	\$ 20,792.91	\$ 9,134.66	\$ 3,358.40	\$ 1,488.00	\$ 34,773.97

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Interest earnings, or other available offsets could increase or decrease the amounts shown. Interest is calculated at an average coupon of 3.18%.

EXHIBIT M-5 - HOMEBUYER DISCLOSURE FOR PHASE 1, LOT TYPE 6

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL PHASE 1, LOT TYPE 6 ASSESSMENT: \$36,161.59

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***Sonoma Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE PHASE 1, LOT TYPE 6 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$36,161.59 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – PHASE 1, LOT TYPE 6

			Administrative Expenses		
Installment Due 1/31	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total
2022	\$ 1,021.17	\$ 1,196.78	\$ 191.99	\$ 62.00	\$ 2,471.94
2023	\$ 1,061.22	\$ 1,155.93	\$ 195.83	\$ 62.00	\$ 2,474.98
2024	\$ 1,101.27	\$ 1,113.48	\$ 199.75	\$ 62.00	\$ 2,476.49
2025	\$ 1,141.31	\$ 1,069.43	\$ 203.74	\$ 62.00	\$ 2,476.48
2026	\$ 1,181.36	\$ 1,023.78	\$ 207.82	\$ 62.00	\$ 2,474.95
2027	\$ 1,221.40	\$ 976.52	\$ 211.97	\$ 62.00	\$ 2,471.90
2028	\$ 1,281.47	\$ 927.67	\$ 216.21	\$ 62.00	\$ 2,487.35
2029	\$ 1,321.52	\$ 876.41	\$ 220.54	\$ 62.00	\$ 2,480.46
2030	\$ 1,361.57	\$ 823.55	\$ 224.95	\$ 62.00	\$ 2,472.06
2031	\$ 1,421.63	\$ 769.08	\$ 229.45	\$ 62.00	\$ 2,482.16
2032	\$ 1,441.66	\$ 733.54	\$ 234.03	\$ 62.00	\$ 2,471.24
2033	\$ 1,481.70	\$ 697.50	\$ 238.72	\$ 62.00	\$ 2,479.92
2034	\$ 1,501.73	\$ 660.46	\$ 243.49	\$ 62.00	\$ 2,467.68
2035	\$ 1,541.77	\$ 622.92	\$ 248.36	\$ 62.00	\$ 2,475.05
2036	\$ 1,581.82	\$ 584.37	\$ 253.33	\$ 62.00	\$ 2,481.52
2037	\$ 1,621.87	\$ 529.01	\$ 258.39	\$ 62.00	\$ 2,471.27
2038	\$ 1,681.93	\$ 472.24	\$ 263.56	\$ 62.00	\$ 2,479.74
2039	\$ 1,721.98	\$ 413.38	\$ 268.83	\$ 62.00	\$ 2,466.19
2040	\$ 1,782.05	\$ 353.11	\$ 274.21	\$ 62.00	\$ 2,471.36
2041	\$ 1,842.12	\$ 290.73	\$ 279.69	\$ 62.00	\$ 2,474.55
2042	\$ 1,882.16	\$ 235.47	\$ 285.29	\$ 62.00	\$ 2,464.92
2043	\$ 1,942.23	\$ 179.01	\$ 290.99	\$ 62.00	\$ 2,474.23
2044	\$ 1,982.28	\$ 120.74	\$ 296.81	\$ 62.00	\$ 2,461.83
2045	\$ 2,042.35	\$ 61.27	\$ 302.75	\$ 62.00	\$ 2,468.37
Total	\$ 36,161.59	\$ 15,886.37	\$ 5,840.69	\$ 1,488.00	\$ 59,376.64

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Interest earnings, or other available offsets could increase or decrease the amounts shown. Interest is calculated at an average coupon of 3.18%.

**EXHIBIT M-6 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #1C, LOT
TYPE 4**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL IMPROVEMENT AREA #1C, LOT TYPE 4 ASSESSMENT: \$31,182.98

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "*Authorized Improvements*") undertaken for the benefit of the property within "*Sonoma Public Improvement District*" (the "*District*") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE IMPROVEMENT AREA #1C, LOT TYPE 4 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$31,182.98 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; however, it is only an estimate and is subject to change. The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

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COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #1C, LOT TYPE 4

		Administrative Expenses					
Installment Due 1/31	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total Annual Installment		
2022	\$ 307.55	\$ 2,781.52	\$ 165.56	\$ 62.00	\$	\$	3,316.63
2023	\$ 334.99	\$ 2,754.09	\$ 168.87	\$ 62.00	\$	\$	3,319.95
2024	\$ 562.95	\$ 1,807.99	\$ 172.25	\$ 62.00	\$	\$	2,605.19
2025	\$ 596.28	\$ 1,774.67	\$ 175.69	\$ 62.00	\$	\$	2,608.64
2026	\$ 631.58	\$ 1,739.37	\$ 179.20	\$ 62.00	\$	\$	2,612.15
2027	\$ 668.97	\$ 1,701.98	\$ 182.79	\$ 62.00	\$	\$	2,615.74
2028	\$ 708.57	\$ 1,662.37	\$ 186.44	\$ 62.00	\$	\$	2,619.39
2029	\$ 750.52	\$ 1,620.43	\$ 190.17	\$ 62.00	\$	\$	2,623.12
2030	\$ 794.95	\$ 1,576.00	\$ 193.98	\$ 62.00	\$	\$	2,626.92
2031	\$ 842.01	\$ 1,528.94	\$ 197.86	\$ 62.00	\$	\$	2,630.80
2032	\$ 891.86	\$ 1,479.09	\$ 201.81	\$ 62.00	\$	\$	2,634.76
2033	\$ 944.66	\$ 1,426.29	\$ 205.85	\$ 62.00	\$	\$	2,638.80
2034	\$ 1,000.58	\$ 1,370.37	\$ 209.97	\$ 62.00	\$	\$	2,642.91
2035	\$ 1,059.82	\$ 1,311.13	\$ 214.17	\$ 62.00	\$	\$	2,647.11
2036	\$ 1,122.56	\$ 1,248.39	\$ 218.45	\$ 62.00	\$	\$	2,651.40
2037	\$ 1,189.01	\$ 1,181.94	\$ 222.82	\$ 62.00	\$	\$	2,655.77
2038	\$ 1,259.40	\$ 1,111.55	\$ 227.27	\$ 62.00	\$	\$	2,660.22
2039	\$ 1,333.96	\$ 1,036.99	\$ 231.82	\$ 62.00	\$	\$	2,664.77
2040	\$ 1,412.93	\$ 958.02	\$ 236.46	\$ 62.00	\$	\$	2,669.40
2041	\$ 1,496.57	\$ 874.37	\$ 241.19	\$ 62.00	\$	\$	2,674.13
2042	\$ 1,585.17	\$ 785.78	\$ 246.01	\$ 62.00	\$	\$	2,678.96
2043	\$ 1,679.01	\$ 691.93	\$ 250.93	\$ 62.00	\$	\$	2,683.88
2044	\$ 1,778.41	\$ 592.54	\$ 255.95	\$ 62.00	\$	\$	2,688.90
2045	\$ 1,883.69	\$ 487.25	\$ 261.07	\$ 62.00	\$	\$	2,694.01
2046	\$ 1,995.21	\$ 375.74	\$ 266.29	\$ 62.00	\$	\$	2,699.24
2047	\$ 2,113.32	\$ 257.62	\$ 271.61	\$ 62.00	\$	\$	2,704.56
2048	\$ 2,238.43	\$ 132.52	\$ 277.05	\$ 62.00	\$	\$	2,709.99
Total	\$ 31,182.98	\$ 34,268.86	\$ 5,851.51	\$ 1,674.00	\$	\$	72,977.36

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Interest is calculated at an interest rate of 8.92% for years 1-5, and 5.92% for years 25-30.

**EXHIBIT M-7 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #2, LOT
TYPE 2**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL IMPROVEMENT AREA #2, LOT TYPE 2 ASSESSMENT: \$46,234.11

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "*Authorized Improvements*") undertaken for the benefit of the property within "*Sonoma Public Improvement District*" (the "*District*") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE IMPROVEMENT AREA #2, LOT TYPE 2 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$46,234.11 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

§

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COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #2, LOT TYPE 2

				Administrative Expenses			
Annual Installment				Additional	Administrative	Maintenance and Operation	Total Annual
Due 1/31	Principal	Interest	Interest	Costs	Costs	Costs	Installment
2022	\$ 877.38	\$ 1,946.73	\$ 231.17	\$ 243.27	\$ 62.00	\$	3,360.55
2023	\$ 915.53	\$ 1,916.03	\$ 226.78	\$ 248.13	\$ 62.00	\$	3,368.47
2024	\$ 953.67	\$ 1,883.98	\$ 222.21	\$ 253.10	\$ 62.00	\$	3,374.96
2025	\$ 991.82	\$ 1,850.60	\$ 217.44	\$ 258.16	\$ 62.00	\$	3,380.02
2026	\$ 1,029.97	\$ 1,813.41	\$ 212.48	\$ 263.32	\$ 62.00	\$	3,381.18
2027	\$ 1,068.11	\$ 1,774.79	\$ 207.33	\$ 268.59	\$ 62.00	\$	3,380.82
2028	\$ 1,106.26	\$ 1,734.73	\$ 201.99	\$ 273.96	\$ 62.00	\$	3,378.94
2029	\$ 1,144.41	\$ 1,693.25	\$ 196.46	\$ 279.44	\$ 62.00	\$	3,375.55
2030	\$ 1,220.70	\$ 1,650.33	\$ 190.73	\$ 285.03	\$ 62.00	\$	3,408.80
2031	\$ 1,258.85	\$ 1,598.45	\$ 184.63	\$ 290.73	\$ 62.00	\$	3,394.66
2032	\$ 1,335.14	\$ 1,544.95	\$ 178.34	\$ 296.54	\$ 62.00	\$	3,416.97
2033	\$ 1,373.29	\$ 1,488.21	\$ 171.66	\$ 302.47	\$ 62.00	\$	3,397.63
2034	\$ 1,449.58	\$ 1,429.84	\$ 164.79	\$ 308.52	\$ 62.00	\$	3,414.74
2035	\$ 1,525.88	\$ 1,368.24	\$ 157.55	\$ 314.69	\$ 62.00	\$	3,428.35
2036	\$ 1,602.17	\$ 1,303.39	\$ 149.92	\$ 320.99	\$ 62.00	\$	3,438.46
2037	\$ 1,640.32	\$ 1,235.29	\$ 141.91	\$ 327.41	\$ 62.00	\$	3,406.93
2038	\$ 1,716.61	\$ 1,165.58	\$ 133.71	\$ 333.95	\$ 62.00	\$	3,411.85
2039	\$ 1,754.76	\$ 1,092.62	\$ 125.12	\$ 340.63	\$ 62.00	\$	3,375.14
2040	\$ 1,869.20	\$ 1,018.05	\$ 116.35	\$ 347.45	\$ 62.00	\$	3,413.04
2041	\$ 1,945.49	\$ 936.27	\$ 107.00	\$ 354.40	\$ 62.00	\$	3,405.16
2042	\$ 2,059.94	\$ 851.15	\$ 97.27	\$ 361.48	\$ 62.00	\$	3,431.85
2043	\$ 2,136.23	\$ 761.03	\$ 86.98	\$ 368.71	\$ 62.00	\$	3,414.95
2044	\$ 2,250.67	\$ 667.57	\$ 76.29	\$ 376.09	\$ 62.00	\$	3,432.62
2045	\$ 2,365.11	\$ 569.10	\$ 65.04	\$ 383.61	\$ 62.00	\$	3,444.87
2046	\$ 2,479.55	\$ 465.63	\$ 53.22	\$ 391.28	\$ 62.00	\$	3,451.68
2047	\$ 2,593.99	\$ 357.15	\$ 40.82	\$ 399.11	\$ 62.00	\$	3,453.07
2048	\$ 2,708.43	\$ 243.66	\$ 27.85	\$ 407.09	\$ 62.00	\$	3,449.03
2049	\$ 2,861.02	\$ 125.17	\$ 14.31	\$ 415.23	\$ 62.00	\$	3,477.73
Total	\$ 46,234.11	\$ 34,485.23	\$ 3,999.33	\$ 9,013.36	\$ 1,736.00	\$	95,468.03

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, Interest earnings, or other available offsets could increase or decrease the amounts shown.

**EXHIBIT M-8 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #2, LOT
TYPE 3**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL IMPROVEMENT AREA #2, LOT TYPE 3 ASSESSMENT: \$35,650.40

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "*Authorized Improvements*") undertaken for the benefit of the property within "*Sonoma Public Improvement District*" (the "*District*") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE IMPROVEMENT AREA #2, LOT TYPE 3 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$35,650.40 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

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COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #2, LOT TYPE 3

Administrative Expenses						
Annual Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Total Annual Installment
2022	\$ 676.53	\$ 1,501.10	\$ 178.25	\$ 187.58	\$ 62.00	\$ 2,605.46
2023	\$ 705.95	\$ 1,477.42	\$ 174.87	\$ 191.33	\$ 62.00	\$ 2,611.57
2024	\$ 735.36	\$ 1,452.71	\$ 171.34	\$ 195.16	\$ 62.00	\$ 2,616.57
2025	\$ 764.78	\$ 1,426.97	\$ 167.66	\$ 199.06	\$ 62.00	\$ 2,620.47
2026	\$ 794.19	\$ 1,398.29	\$ 163.84	\$ 203.04	\$ 62.00	\$ 2,621.37
2027	\$ 823.61	\$ 1,368.51	\$ 159.87	\$ 207.10	\$ 62.00	\$ 2,621.09
2028	\$ 853.02	\$ 1,337.63	\$ 155.75	\$ 211.25	\$ 62.00	\$ 2,619.64
2029	\$ 882.44	\$ 1,305.64	\$ 151.48	\$ 215.47	\$ 62.00	\$ 2,617.03
2030	\$ 941.26	\$ 1,272.55	\$ 147.07	\$ 219.78	\$ 62.00	\$ 2,642.66
2031	\$ 970.68	\$ 1,232.54	\$ 142.37	\$ 224.18	\$ 62.00	\$ 2,631.76
2032	\$ 1,029.51	\$ 1,191.29	\$ 137.51	\$ 228.66	\$ 62.00	\$ 2,648.97
2033	\$ 1,058.92	\$ 1,147.53	\$ 132.37	\$ 233.23	\$ 62.00	\$ 2,634.05
2034	\$ 1,117.75	\$ 1,102.53	\$ 127.07	\$ 237.90	\$ 62.00	\$ 2,647.25
2035	\$ 1,176.58	\$ 1,055.03	\$ 121.48	\$ 242.65	\$ 62.00	\$ 2,657.74
2036	\$ 1,235.41	\$ 1,005.02	\$ 115.60	\$ 247.51	\$ 62.00	\$ 2,665.54
2037	\$ 1,264.82	\$ 952.52	\$ 109.42	\$ 252.46	\$ 62.00	\$ 2,641.22
2038	\$ 1,323.65	\$ 898.76	\$ 103.10	\$ 257.51	\$ 62.00	\$ 2,645.02
2039	\$ 1,353.07	\$ 842.51	\$ 96.48	\$ 262.66	\$ 62.00	\$ 2,616.71
2040	\$ 1,441.31	\$ 785.00	\$ 89.71	\$ 267.91	\$ 62.00	\$ 2,645.94
2041	\$ 1,500.14	\$ 721.94	\$ 82.51	\$ 273.27	\$ 62.00	\$ 2,639.86
2042	\$ 1,588.38	\$ 656.31	\$ 75.01	\$ 278.73	\$ 62.00	\$ 2,660.44
2043	\$ 1,647.21	\$ 586.82	\$ 67.07	\$ 284.31	\$ 62.00	\$ 2,647.41
2044	\$ 1,735.46	\$ 514.75	\$ 58.83	\$ 289.99	\$ 62.00	\$ 2,661.03
2045	\$ 1,823.70	\$ 438.83	\$ 50.15	\$ 295.79	\$ 62.00	\$ 2,670.47
2046	\$ 1,911.94	\$ 359.04	\$ 41.03	\$ 301.71	\$ 62.00	\$ 2,675.73
2047	\$ 2,000.19	\$ 275.39	\$ 31.47	\$ 307.74	\$ 62.00	\$ 2,676.80
2048	\$ 2,088.43	\$ 187.89	\$ 21.47	\$ 313.90	\$ 62.00	\$ 2,673.69
2049	\$ 2,206.09	\$ 96.52	\$ 11.03	\$ 320.18	\$ 62.00	\$ 2,695.81
Total	\$ 35,650.40	\$ 26,591.02	\$ 3,083.82	\$ 6,950.06	\$ 1,736.00	\$ 74,011.30

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, Interest earnings, or other available offsets could increase or decrease the amounts shown.

**EXHIBIT M-9 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #2, LOT
TYPE 5**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL IMPROVEMENT AREA #2, LOT TYPE 5 ASSESSMENT: \$25,623.73

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "*Authorized Improvements*") undertaken for the benefit of the property within "*Sonoma Public Improvement District*" (the "*District*") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE IMPROVEMENT AREA #2, LOT TYPE 5 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$25,623.73 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

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COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

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§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #2, LOT TYPE 5

				Administrative Expenses				
Annual Installment				Additional	Administrative	Maintenance		
Due 1/31	Principal	Interest	Interest	Costs	Costs	and Operation	Total Annual	
							Costs	Installment
2022	\$ 486.26	\$ 1,078.91	\$ 128.12	\$ 136.18	\$ 62.00	\$		\$ 1,891.48
2023	\$ 507.40	\$ 1,061.89	\$ 125.69	\$ 138.91	\$ 62.00	\$		\$ 1,895.89
2024	\$ 528.54	\$ 1,044.14	\$ 123.15	\$ 141.69	\$ 62.00	\$		\$ 1,899.51
2025	\$ 549.68	\$ 1,025.64	\$ 120.51	\$ 144.52	\$ 62.00	\$		\$ 1,902.35
2026	\$ 570.83	\$ 1,005.02	\$ 117.76	\$ 147.41	\$ 62.00	\$		\$ 1,903.02
2027	\$ 591.97	\$ 983.62	\$ 114.91	\$ 150.36	\$ 62.00	\$		\$ 1,902.85
2028	\$ 613.11	\$ 961.42	\$ 111.95	\$ 153.37	\$ 62.00	\$		\$ 1,901.84
2029	\$ 634.25	\$ 938.43	\$ 108.88	\$ 156.43	\$ 62.00	\$		\$ 1,899.99
2030	\$ 676.53	\$ 914.64	\$ 105.71	\$ 159.56	\$ 62.00	\$		\$ 1,918.45
2031	\$ 697.68	\$ 885.89	\$ 102.33	\$ 162.75	\$ 62.00	\$		\$ 1,910.64
2032	\$ 739.96	\$ 856.24	\$ 98.84	\$ 166.01	\$ 62.00	\$		\$ 1,923.04
2033	\$ 761.10	\$ 824.79	\$ 95.14	\$ 169.33	\$ 62.00	\$		\$ 1,912.36
2034	\$ 803.38	\$ 792.44	\$ 91.33	\$ 172.72	\$ 62.00	\$		\$ 1,921.87
2035	\$ 845.67	\$ 758.30	\$ 87.32	\$ 176.17	\$ 62.00	\$		\$ 1,929.45
2036	\$ 887.95	\$ 722.36	\$ 83.09	\$ 179.69	\$ 62.00	\$		\$ 1,935.09
2037	\$ 909.09	\$ 684.62	\$ 78.65	\$ 183.29	\$ 62.00	\$		\$ 1,917.65
2038	\$ 951.38	\$ 645.98	\$ 74.10	\$ 186.95	\$ 62.00	\$		\$ 1,920.41
2039	\$ 972.52	\$ 605.55	\$ 69.34	\$ 190.69	\$ 62.00	\$		\$ 1,900.10
2040	\$ 1,035.94	\$ 564.22	\$ 64.48	\$ 194.51	\$ 62.00	\$		\$ 1,921.15
2041	\$ 1,078.23	\$ 518.90	\$ 59.30	\$ 198.40	\$ 62.00	\$		\$ 1,916.82
2042	\$ 1,141.65	\$ 471.72	\$ 53.91	\$ 202.36	\$ 62.00	\$		\$ 1,931.65
2043	\$ 1,183.93	\$ 421.78	\$ 48.20	\$ 206.41	\$ 62.00	\$		\$ 1,922.33
2044	\$ 1,247.36	\$ 369.98	\$ 42.28	\$ 210.54	\$ 62.00	\$		\$ 1,932.16
2045	\$ 1,310.78	\$ 315.41	\$ 36.05	\$ 214.75	\$ 62.00	\$		\$ 1,938.99
2046	\$ 1,374.21	\$ 258.06	\$ 29.49	\$ 219.04	\$ 62.00	\$		\$ 1,942.81
2047	\$ 1,437.63	\$ 197.94	\$ 22.62	\$ 223.43	\$ 62.00	\$		\$ 1,943.62
2048	\$ 1,501.06	\$ 135.04	\$ 15.43	\$ 227.89	\$ 62.00	\$		\$ 1,941.43
2049	\$ 1,585.63	\$ 69.37	\$ 7.93	\$ 232.45	\$ 62.00	\$		\$ 1,957.38
Total	\$ 25,623.73	\$ 19,112.30	\$ 2,216.49	\$ 5,045.82	\$ 1,736.00	\$		\$ 53,734.33

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, Interest earnings, or other available offsets could increase or decrease the amounts shown.

**EXHIBIT M-10 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #2, LOT
TYPE 10**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL IMPROVEMENT AREA #2, LOT TYPE 10 ASSESSMENT: \$29,165.64

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***Sonoma Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE IMPROVEMENT AREA #2, LOT TYPE 10 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$29,165.64 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

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COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #2, LOT TYPE 10

Administrative Expenses						
Annual Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Total Annual Installment
2022	\$ 553.47	\$ 1,228.05	\$ 145.83	\$ 155.13	\$ 62.00	\$ 2,144.48
2023	\$ 577.54	\$ 1,208.68	\$ 143.06	\$ 158.23	\$ 62.00	\$ 2,149.51
2024	\$ 601.60	\$ 1,188.46	\$ 140.17	\$ 161.39	\$ 62.00	\$ 2,153.63
2025	\$ 625.67	\$ 1,167.41	\$ 137.17	\$ 164.62	\$ 62.00	\$ 2,156.86
2026	\$ 649.73	\$ 1,143.95	\$ 134.04	\$ 167.91	\$ 62.00	\$ 2,157.63
2027	\$ 673.79	\$ 1,119.58	\$ 130.79	\$ 171.27	\$ 62.00	\$ 2,157.44
2028	\$ 697.86	\$ 1,094.31	\$ 127.42	\$ 174.70	\$ 62.00	\$ 2,156.29
2029	\$ 721.92	\$ 1,068.14	\$ 123.93	\$ 178.19	\$ 62.00	\$ 2,154.19
2030	\$ 770.05	\$ 1,041.07	\$ 120.32	\$ 181.76	\$ 62.00	\$ 2,175.20
2031	\$ 794.11	\$ 1,008.34	\$ 116.47	\$ 185.39	\$ 62.00	\$ 2,166.32
2032	\$ 842.24	\$ 974.59	\$ 112.50	\$ 189.10	\$ 62.00	\$ 2,180.44
2033	\$ 866.31	\$ 938.80	\$ 108.29	\$ 192.88	\$ 62.00	\$ 2,168.27
2034	\$ 914.43	\$ 901.98	\$ 103.96	\$ 196.74	\$ 62.00	\$ 2,179.11
2035	\$ 962.56	\$ 863.12	\$ 99.38	\$ 200.67	\$ 62.00	\$ 2,187.74
2036	\$ 1,010.69	\$ 822.21	\$ 94.57	\$ 204.69	\$ 62.00	\$ 2,194.16
2037	\$ 1,034.75	\$ 779.25	\$ 89.52	\$ 208.78	\$ 62.00	\$ 2,174.31
2038	\$ 1,082.88	\$ 735.28	\$ 84.34	\$ 212.96	\$ 62.00	\$ 2,177.46
2039	\$ 1,106.95	\$ 689.25	\$ 78.93	\$ 217.22	\$ 62.00	\$ 2,154.35
2040	\$ 1,179.14	\$ 642.21	\$ 73.40	\$ 221.56	\$ 62.00	\$ 2,178.30
2041	\$ 1,227.27	\$ 590.62	\$ 67.50	\$ 225.99	\$ 62.00	\$ 2,173.38
2042	\$ 1,299.46	\$ 536.93	\$ 61.36	\$ 230.51	\$ 62.00	\$ 2,190.26
2043	\$ 1,347.59	\$ 480.08	\$ 54.87	\$ 235.12	\$ 62.00	\$ 2,179.65
2044	\$ 1,419.78	\$ 421.12	\$ 48.13	\$ 239.82	\$ 62.00	\$ 2,190.85
2045	\$ 1,491.97	\$ 359.01	\$ 41.03	\$ 244.62	\$ 62.00	\$ 2,198.63
2046	\$ 1,564.16	\$ 293.73	\$ 33.57	\$ 249.51	\$ 62.00	\$ 2,202.98
2047	\$ 1,636.36	\$ 225.30	\$ 25.75	\$ 254.50	\$ 62.00	\$ 2,203.91
2048	\$ 1,708.55	\$ 153.71	\$ 17.57	\$ 259.59	\$ 62.00	\$ 2,201.42
2049	\$ 1,804.80	\$ 78.96	\$ 9.02	\$ 264.78	\$ 62.00	\$ 2,219.57
Total	\$ 29,165.64	\$ 21,754.15	\$ 2,522.88	\$ 5,747.66	\$ 1,736.00	\$ 60,926.32

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, Interest earnings, or other available offsets could increase or decrease the amounts shown.

**EXHIBIT M-11 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #3, LOT
TYPE 1**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL IMPROVEMENT AREA #3, LOT TYPE 1 ASSESSMENT: \$30,331.90

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "*Authorized Improvements*") undertaken for the benefit of the property within "*Sonoma Public Improvement District*" (the "*District*") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE IMPROVEMENT AREA #3, LOT TYPE 1 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$30,331.90 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #3, LOT TYPE 1

					Administrative Expenses					
Annual Installment Due 1/31			Capitalized Interest	Additional Interest	Administrative Costs	Maintenance and Operation		Reserve Fund	Total Annual Installment	
	Principal	Interest				Costs	Costs			
2021 ^[a]	\$ -	\$ 926.81	\$ (926.81)	\$ -	\$ 153.32	\$ -	\$ -	\$ -	\$ 153.32	
2022	\$ 434.41	\$ 1,668.25	\$ -	\$ 151.66	\$ 156.39	\$ 62.00	\$ -	\$ -	\$ 2,472.71	
2023	\$ 434.41	\$ 1,644.36	\$ -	\$ 149.49	\$ 159.51	\$ 62.00	\$ -	\$ -	\$ 2,449.77	
2024	\$ 459.96	\$ 1,620.47	\$ -	\$ 147.32	\$ 162.70	\$ 62.00	\$ -	\$ -	\$ 2,452.45	
2025	\$ 485.51	\$ 1,595.17	\$ -	\$ 145.02	\$ 165.96	\$ 62.00	\$ -	\$ -	\$ 2,453.66	
2026	\$ 511.07	\$ 1,568.47	\$ -	\$ 142.59	\$ 169.28	\$ 62.00	\$ -	\$ -	\$ 2,453.40	
2027	\$ 536.62	\$ 1,540.36	\$ -	\$ 140.03	\$ 172.66	\$ 62.00	\$ -	\$ -	\$ 2,451.68	
2028	\$ 587.73	\$ 1,510.85	\$ -	\$ 137.35	\$ 176.12	\$ 62.00	\$ -	\$ -	\$ 2,474.04	
2029	\$ 613.28	\$ 1,478.52	\$ -	\$ 134.41	\$ 179.64	\$ 62.00	\$ -	\$ -	\$ 2,467.85	
2030	\$ 638.84	\$ 1,444.79	\$ -	\$ 131.34	\$ 183.23	\$ 62.00	\$ -	\$ -	\$ 2,460.20	
2031	\$ 664.39	\$ 1,409.65	\$ -	\$ 128.15	\$ 186.90	\$ 62.00	\$ -	\$ -	\$ 2,451.09	
2032	\$ 715.50	\$ 1,373.11	\$ -	\$ 124.83	\$ 190.63	\$ 62.00	\$ -	\$ -	\$ 2,466.07	
2033	\$ 741.05	\$ 1,333.76	\$ -	\$ 121.25	\$ 194.45	\$ 62.00	\$ -	\$ -	\$ 2,452.51	
2034	\$ 792.16	\$ 1,293.00	\$ -	\$ 117.55	\$ 198.34	\$ 62.00	\$ -	\$ -	\$ 2,463.04	
2035	\$ 843.26	\$ 1,249.43	\$ -	\$ 113.58	\$ 202.30	\$ 62.00	\$ -	\$ -	\$ 2,470.59	
2036	\$ 894.37	\$ 1,203.05	\$ -	\$ 109.37	\$ 206.35	\$ 62.00	\$ -	\$ -	\$ 2,475.14	
2037	\$ 919.92	\$ 1,153.86	\$ -	\$ 104.90	\$ 210.48	\$ 62.00	\$ -	\$ -	\$ 2,451.16	
2038	\$ 971.03	\$ 1,103.27	\$ -	\$ 100.30	\$ 214.69	\$ 62.00	\$ -	\$ -	\$ 2,451.28	
2039	\$ 1,047.69	\$ 1,049.86	\$ -	\$ 95.44	\$ 218.98	\$ 62.00	\$ -	\$ -	\$ 2,473.97	
2040	\$ 1,098.80	\$ 992.24	\$ -	\$ 90.20	\$ 223.36	\$ 62.00	\$ -	\$ -	\$ 2,466.60	
2041	\$ 1,149.90	\$ 931.81	\$ -	\$ 84.71	\$ 227.83	\$ 62.00	\$ -	\$ -	\$ 2,456.24	
2042	\$ 1,226.56	\$ 868.56	\$ -	\$ 78.96	\$ 232.38	\$ 62.00	\$ -	\$ -	\$ 2,468.47	
2043	\$ 1,303.22	\$ 801.10	\$ -	\$ 72.83	\$ 237.03	\$ 62.00	\$ -	\$ -	\$ 2,476.18	
2044	\$ 1,354.33	\$ 729.42	\$ -	\$ 66.31	\$ 241.77	\$ 62.00	\$ -	\$ -	\$ 2,453.84	
2045	\$ 1,430.99	\$ 654.93	\$ -	\$ 59.54	\$ 246.61	\$ 62.00	\$ -	\$ -	\$ 2,454.07	
2046	\$ 1,533.20	\$ 576.23	\$ -	\$ 52.38	\$ 251.54	\$ 62.00	\$ -	\$ -	\$ 2,475.36	
2047	\$ 1,609.87	\$ 491.90	\$ -	\$ 44.72	\$ 256.57	\$ 62.00	\$ -	\$ -	\$ 2,465.06	
2048	\$ 1,686.53	\$ 403.36	\$ -	\$ 36.67	\$ 261.70	\$ 62.00	\$ -	\$ -	\$ 2,450.26	
2049	\$ 1,788.74	\$ 310.60	\$ -	\$ 28.24	\$ 266.93	\$ 62.00	\$ -	\$ -	\$ 2,456.51	
2050	\$ 1,890.95	\$ 212.22	\$ -	\$ 19.29	\$ 272.27	\$ 62.00	\$ -	\$ -	\$ 2,456.74	
2051	\$ 1,967.61	\$ 108.22	\$ -	\$ 9.84	\$ 277.72	\$ 62.00	\$ (2,109.43)	\$ -	\$ 315.95	
Total	\$ 30,331.90	\$ 33,247.66	\$ (926.81)	\$ 2,938.26	\$ 6,497.64	\$ 1,860.00	\$ (2,109.43)	\$ -	\$ 71,839.22	

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earning, or other available offsets could increase or decrease the amounts shown. Interest is shown at 5.5% for illustrative purposes only.

[a] Capitalized Interest and Administrative Expenses due January 31, 2021 will be paid from bond proceeds.

**EXHIBIT M-12 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #3, LOT
TYPE 2**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL IMPROVEMENT AREA #3, LOT TYPE 2 ASSESSMENT: \$33,339.32

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "*Authorized Improvements*") undertaken for the benefit of the property within "*Sonoma Public Improvement District*" (the "*District*") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE IMPROVEMENT AREA #3, LOT TYPE 2 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$33,339.32 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; however, it is only an estimate and is subject to change. The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #3, LOT TYPE 2

					Administrative Expenses					
Annual Installment Due 1/31			Capitalized Interest	Additional Interest	Administrative Costs	Maintenance and Operation		Reserve Fund	Total Annual Installment	
	Principal	Interest				Costs	Costs			
2021 ^[a]	\$ -	\$ 1,018.70	\$ (1,018.70)	\$ -	\$ 168.52	\$ -	\$ -	\$ -	\$ 168.52	
2022	\$ 477.48	\$ 1,833.66	\$ -	\$ 166.70	\$ 171.89	\$ 62.00	\$ -	\$ -	\$ 2,711.73	
2023	\$ 477.48	\$ 1,807.40	\$ -	\$ 164.31	\$ 175.33	\$ 62.00	\$ -	\$ -	\$ 2,686.52	
2024	\$ 505.57	\$ 1,781.14	\$ -	\$ 161.92	\$ 178.84	\$ 62.00	\$ -	\$ -	\$ 2,689.47	
2025	\$ 533.65	\$ 1,753.33	\$ -	\$ 159.39	\$ 182.41	\$ 62.00	\$ -	\$ -	\$ 2,690.80	
2026	\$ 561.74	\$ 1,723.98	\$ -	\$ 156.73	\$ 186.06	\$ 62.00	\$ -	\$ -	\$ 2,690.51	
2027	\$ 589.83	\$ 1,693.09	\$ -	\$ 153.92	\$ 189.78	\$ 62.00	\$ -	\$ -	\$ 2,688.62	
2028	\$ 646.00	\$ 1,660.65	\$ -	\$ 150.97	\$ 193.58	\$ 62.00	\$ -	\$ -	\$ 2,713.20	
2029	\$ 674.09	\$ 1,625.12	\$ -	\$ 147.74	\$ 197.45	\$ 62.00	\$ -	\$ -	\$ 2,706.39	
2030	\$ 702.18	\$ 1,588.04	\$ -	\$ 144.37	\$ 201.40	\$ 62.00	\$ -	\$ -	\$ 2,697.98	
2031	\$ 730.26	\$ 1,549.42	\$ -	\$ 140.86	\$ 205.43	\$ 62.00	\$ -	\$ -	\$ 2,687.97	
2032	\$ 786.44	\$ 1,509.26	\$ -	\$ 137.21	\$ 209.54	\$ 62.00	\$ -	\$ -	\$ 2,704.44	
2033	\$ 814.52	\$ 1,466.00	\$ -	\$ 133.27	\$ 213.73	\$ 62.00	\$ -	\$ -	\$ 2,689.53	
2034	\$ 870.70	\$ 1,421.20	\$ -	\$ 129.20	\$ 218.00	\$ 62.00	\$ -	\$ -	\$ 2,701.10	
2035	\$ 926.87	\$ 1,373.32	\$ -	\$ 124.85	\$ 222.36	\$ 62.00	\$ -	\$ -	\$ 2,709.40	
2036	\$ 983.05	\$ 1,322.34	\$ -	\$ 120.21	\$ 226.81	\$ 62.00	\$ -	\$ -	\$ 2,714.41	
2037	\$ 1,011.13	\$ 1,268.27	\$ -	\$ 115.30	\$ 231.34	\$ 62.00	\$ -	\$ -	\$ 2,688.05	
2038	\$ 1,067.31	\$ 1,212.66	\$ -	\$ 110.24	\$ 235.97	\$ 62.00	\$ -	\$ -	\$ 2,688.18	
2039	\$ 1,151.57	\$ 1,153.96	\$ -	\$ 104.91	\$ 240.69	\$ 62.00	\$ -	\$ -	\$ 2,713.12	
2040	\$ 1,207.74	\$ 1,090.62	\$ -	\$ 99.15	\$ 245.51	\$ 62.00	\$ -	\$ -	\$ 2,705.01	
2041	\$ 1,263.92	\$ 1,024.19	\$ -	\$ 93.11	\$ 250.42	\$ 62.00	\$ -	\$ -	\$ 2,693.63	
2042	\$ 1,348.18	\$ 954.68	\$ -	\$ 86.79	\$ 255.42	\$ 62.00	\$ -	\$ -	\$ 2,707.07	
2043	\$ 1,432.44	\$ 880.53	\$ -	\$ 80.05	\$ 260.53	\$ 62.00	\$ -	\$ -	\$ 2,715.55	
2044	\$ 1,488.61	\$ 801.74	\$ -	\$ 72.89	\$ 265.74	\$ 62.00	\$ -	\$ -	\$ 2,690.99	
2045	\$ 1,572.87	\$ 719.87	\$ -	\$ 65.44	\$ 271.06	\$ 62.00	\$ -	\$ -	\$ 2,691.25	
2046	\$ 1,685.22	\$ 633.36	\$ -	\$ 57.58	\$ 276.48	\$ 62.00	\$ -	\$ -	\$ 2,714.64	
2047	\$ 1,769.48	\$ 540.68	\$ -	\$ 49.15	\$ 282.01	\$ 62.00	\$ -	\$ -	\$ 2,703.32	
2048	\$ 1,853.74	\$ 443.35	\$ -	\$ 40.30	\$ 287.65	\$ 62.00	\$ -	\$ -	\$ 2,687.05	
2049	\$ 1,966.09	\$ 341.40	\$ -	\$ 31.04	\$ 293.40	\$ 62.00	\$ -	\$ -	\$ 2,693.93	
2050	\$ 2,078.44	\$ 233.26	\$ -	\$ 21.21	\$ 299.27	\$ 62.00	\$ -	\$ -	\$ 2,694.18	
2051	\$ 2,162.70	\$ 118.95	\$ -	\$ 10.81	\$ 305.25	\$ 62.00	\$ (2,318.59)	\$ -	\$ 341.13	
Total	\$ 33,339.32	\$ 36,544.17	\$ (1,018.70)	\$ 3,229.59	\$ 7,141.88	\$ 1,860.00	\$ (2,318.59)	\$ -	\$ 78,777.67	

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earning, or other available offsets could increase or decrease the amounts shown. Interest is shown at 5.5% for illustrative purposes only.

[a] Capitalized Interest and Administrative Expenses due January 31, 2021 will be paid from bond proceeds.

**EXHIBIT M-13 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #3, LOT
TYPE 3**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL IMPROVEMENT AREA #3, LOT TYPE 3 ASSESSMENT: \$40,557.11

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "*Authorized Improvements*") undertaken for the benefit of the property within "*Sonoma Public Improvement District*" (the "*District*") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE IMPROVEMENT AREA #3, LOT TYPE 3 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$40,557.11 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in
the capacity stated and as the act and deed of the above-referenced entities as an authorized
signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #3, LOT TYPE 3

					Administrative Expenses					
Annual Installment Due 1/31			Capitalized Interest	Additional Interest	Maintenance and Operation		Reserve Fund	Total Annual Installment		
	Principal	Interest			Administrative Costs	Costs				
2021 ^[a]	\$ -	\$ 1,239.24	\$ (1,239.24)	\$ -	\$ 205.01	\$ -	\$ -	\$ 205.01		
2022	\$ 580.85	\$ 2,230.64	\$ -	\$ 202.79	\$ 209.11	\$ 62.00	\$ -	\$ 3,285.38		
2023	\$ 580.85	\$ 2,198.69	\$ -	\$ 199.88	\$ 213.29	\$ 62.00	\$ -	\$ 3,254.72		
2024	\$ 615.02	\$ 2,166.75	\$ -	\$ 196.98	\$ 217.55	\$ 62.00	\$ -	\$ 3,258.30		
2025	\$ 649.19	\$ 2,132.92	\$ -	\$ 193.90	\$ 221.91	\$ 62.00	\$ -	\$ 3,259.92		
2026	\$ 683.35	\$ 2,097.22	\$ -	\$ 190.66	\$ 226.34	\$ 62.00	\$ -	\$ 3,259.57		
2027	\$ 717.52	\$ 2,059.63	\$ -	\$ 187.24	\$ 230.87	\$ 62.00	\$ -	\$ 3,257.26		
2028	\$ 785.86	\$ 2,020.17	\$ -	\$ 183.65	\$ 235.49	\$ 62.00	\$ -	\$ 3,287.17		
2029	\$ 820.03	\$ 1,976.95	\$ -	\$ 179.72	\$ 240.20	\$ 62.00	\$ -	\$ 3,278.89		
2030	\$ 854.19	\$ 1,931.84	\$ -	\$ 175.62	\$ 245.00	\$ 62.00	\$ -	\$ 3,268.66		
2031	\$ 888.36	\$ 1,884.86	\$ -	\$ 171.35	\$ 249.90	\$ 62.00	\$ -	\$ 3,256.48		
2032	\$ 956.70	\$ 1,836.00	\$ -	\$ 166.91	\$ 254.90	\$ 62.00	\$ -	\$ 3,276.51		
2033	\$ 990.86	\$ 1,783.39	\$ -	\$ 162.13	\$ 260.00	\$ 62.00	\$ -	\$ 3,258.37		
2034	\$ 1,059.20	\$ 1,728.89	\$ -	\$ 157.17	\$ 265.20	\$ 62.00	\$ -	\$ 3,272.46		
2035	\$ 1,127.54	\$ 1,670.63	\$ -	\$ 151.88	\$ 270.50	\$ 62.00	\$ -	\$ 3,282.54		
2036	\$ 1,195.87	\$ 1,608.62	\$ -	\$ 146.24	\$ 275.91	\$ 62.00	\$ -	\$ 3,288.64		
2037	\$ 1,230.04	\$ 1,542.84	\$ -	\$ 140.26	\$ 281.43	\$ 62.00	\$ -	\$ 3,256.57		
2038	\$ 1,298.37	\$ 1,475.19	\$ -	\$ 134.11	\$ 287.06	\$ 62.00	\$ -	\$ 3,256.73		
2039	\$ 1,400.88	\$ 1,403.78	\$ -	\$ 127.62	\$ 292.80	\$ 62.00	\$ -	\$ 3,287.08		
2040	\$ 1,469.21	\$ 1,326.73	\$ -	\$ 120.61	\$ 298.66	\$ 62.00	\$ -	\$ 3,277.21		
2041	\$ 1,537.55	\$ 1,245.93	\$ -	\$ 113.27	\$ 304.63	\$ 62.00	\$ -	\$ 3,263.37		
2042	\$ 1,640.05	\$ 1,161.36	\$ -	\$ 105.58	\$ 310.72	\$ 62.00	\$ -	\$ 3,279.71		
2043	\$ 1,742.55	\$ 1,071.16	\$ -	\$ 97.38	\$ 316.94	\$ 62.00	\$ -	\$ 3,290.03		
2044	\$ 1,810.89	\$ 975.32	\$ -	\$ 88.67	\$ 323.27	\$ 62.00	\$ -	\$ 3,260.15		
2045	\$ 1,913.39	\$ 875.72	\$ -	\$ 79.61	\$ 329.74	\$ 62.00	\$ -	\$ 3,260.46		
2046	\$ 2,050.06	\$ 770.48	\$ -	\$ 70.04	\$ 336.33	\$ 62.00	\$ -	\$ 3,288.93		
2047	\$ 2,152.57	\$ 657.73	\$ -	\$ 59.79	\$ 343.06	\$ 62.00	\$ -	\$ 3,275.15		
2048	\$ 2,255.07	\$ 539.34	\$ -	\$ 49.03	\$ 349.92	\$ 62.00	\$ -	\$ 3,255.36		
2049	\$ 2,391.74	\$ 415.31	\$ -	\$ 37.76	\$ 356.92	\$ 62.00	\$ -	\$ 3,263.73		
2050	\$ 2,528.41	\$ 283.76	\$ -	\$ 25.80	\$ 364.06	\$ 62.00	\$ -	\$ 3,264.03		
2051	\$ 2,630.92	\$ 144.70	\$ -	\$ 13.15	\$ 371.34	\$ 62.00	\$ (2,820.55)	\$ 401.56		
Total	\$ 40,557.11	\$ 44,455.80	\$ (1,239.24)	\$ 3,928.78	\$ 8,688.06	\$ 1,860.00	\$ (2,820.55)	\$ 95,429.95		

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earning, or other available offsets could increase or decrease the amounts shown. Interest is shown at 5.5% for illustrative purposes only.

[a] Capitalized Interest and Administrative Expenses due January 31, 2021 will be paid from bond proceeds.

EXHIBIT N-1 – DISTRICT LEGAL DESCRIPTION

TRACT 1

All that certain lot, tract or parcel of land situated in the KING LATHAM SURVEY, ABSTRACT NO. 133, City of McLendon-Chisholm, Rockwall County, Texas, and being a part of the First tract called 515 acres as described in a Warranty deed from C.D. Edwards and Lillian Edwards to W.A. Edwards, dated January 7, 1937 and being recorded in Volume 33, Page 280 of the Deed Records of Rockwall County, Texas, and conveyed in a Special Warranty deed from Estate of Arch Hampton Edwards to Isabell Edwards and Isabell Edwards Trust, dated July 20, 1983 and being recorded in Volume 406, Page 126 of the Real Property Records of Rockwall County, Texas, and being all of a 25.02 acres tract of land as described in a Warranty deed from Anna Jane Shook Webb to Anthony Piazza and Theresa A. Piazza, dated July 26, 1999 and being recorded in Volume 1679, Page 217 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the center of Edwards Road and in the Northeast line of said Edwards tract, said point being S. 44 deg. 59 min. 36 sec. E., 310.00 feet from a 1/2" iron rod found at the North corner of said Edwards tract and the North corner of said Latham Survey;

THENCE S. 44 deg. 59 min. 36 sec. E. along Edwards Road, a distance of 90.01 feet to a point in the Northwest City limits of the City of McLendon-Chisholm;

THENCE S. 45 deg. 29 min. 10 sec. W. along said City limits, a distance of 1008.00 feet;

THENCE N. 45 deg. 29 min. 10 sec. W. along said City limits, a distance of 295.82 feet;

THENCE S 45 deg. 09 min. 23 sec. W. along said City limits, a distance of 1500.00 feet;

THENCE S. 45 deg. 00 min. 49 sec. E. along said City limits, a distance of 4997.65 feet to a point in the Southeast line of said 515 acres tract and being in the center of Wallace Road;

THENCE S. 45 deg. 00 min. 00 sec. W. (Controlling bearing line) along the center of said road, a distance of 1500.00 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner at a turn in said road, said point being the South corner of said Edwards tract and being in the Northeast line of a 15' road dedication by plat of FRONTIER MEADOWS, an Addition to McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 94 of the Plat Records of Rockwall County, Texas;

THENCE N. 45 deg. 10 min. 28 sec. W. along said Addition and 15 foot dedication line, a distance of 2405.38 feet to a 1/2" iron rod found for corner;

THENCE N. 45 deg. 21 min. 31 sec. W. along said Addition and 15 foot dedication line and along the Northeast line of Lot 25, a distance of 653.30 feet to a 1/2" iron rod found for corner at the North corner of Lot 25 and being at the East corner of a 25 acres tract of land as described in a Deed to Anthony Piazza, as recorded in Volume 1679, Page 217 of the Real Property Records of Rockwall County, Texas;

THENCE S. 44 deg. 39 min. 13 sec. W. along the Southeast line of said Piazza tract and the Northwest line of Frontier Meadows Addition, a distance of 2603.50 feet to a 1/2" iron rod found for corner at the South corner of said 25.02 acres tract and being in the Northeast right-of-way line of State Highway 205;

THENCE N. 44 deg. 39 min. 57 sec. W. along said right-of-way line, a distance of 419.42 feet to a 1/2" iron rod found for corner at the West corner of said Piazza 25.02 acres tract and the South corner of Lot 1, BOMAR ADDITION, an Addition to the City of McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 104 of the Plat Records of Rockwall County, Texas;

THENCE N. 44 deg. 40 min. 20 sec. E., along the Southeast line of said BOMAR ADDITION, a distance of 2599.53 feet to a 1/2" iron rod found for corner at the East corner of Lot 4, BOMAR ADDITION;

THENCE N. 45 deg. 13 min. 34 sec. W. a distance of 836.82 feet to a 3/8" iron rod found for corner at the East corner of Lot 4, MEADOWCREEK ADDITION, an Addition to the City of McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 74 of the Plat Records of Rockwall County, Texas;

THENCE N. 45 deg. 08 min. 44 sec. W. along the Northeast line of said Addition, a distance of 1387.78 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the Southeast line of GREENHOLLOW RANCH, an Addition to the City of McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet E, Slide 213 of the Plat Records of Rockwall County, Texas;

THENCE N. 45 deg. 09 min. 23 sec. E. along the Southeast line of said Addition, a distance of 2296.02 feet to a 1" iron pipe found for corner at the East corner of Lot 7 of said Addition;

THENCE N. 45 deg. 29 min. 10 sec. E. a distance of 1381.83 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 44 deg. 59 min. 36 sec. E. a distance of 310.00 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE N. 45 deg. 29 min. 10 sec. E. a distance of 351.30 feet to the POINT OF BEGINNING and containing 253.38 acres of land.

TRACT 2

All that certain lot, tract or parcel of land situated in the KING LATHAM SURVEY, ABSTRACT NO. 133, Rockwall County, Texas, and being a part of the First tract called 515 acres as described in a Warranty deed from C.D. Edwards and Lillian Edwards to W.A. Edwards, dated January 7, 1937 and being recorded in Volume 33, Page 280 of the Deed Records of Rockwall County, Texas, and conveyed in a Special Warranty deed from Estate of Arch Hampton Edwards to Isabell Edwards and Isabell Edwards Trust, dated July 20, 1983 and being recorded in Volume 406, Page 126 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the center of Edwards Road and in the Northeast line of said Edwards tract, said point being S. 44 deg. 59 min. 36 sec. E., 400.01 feet from a 1/2" iron rod found at the North corner of said Edwards tract and the North corner of said Latham Survey;

THENCE S. 44 deg. 59 min. 36 sec. E. along Edwards Road, a distance of 5280.81 feet to a 1/2" iron rod found for corner at the intersection of the center of Edwards Road and the center of Wallace Road, at the East corner of said Edwards tract;

THENCE S. 45 deg. 00 min. 00 sec. W. (Controlling bearing line) along the center of Wallace Road, a distance of 2508.65 feet to a point in the Northeast line of the City Limits of the City of McLendon-Chisholm;

THENCE along the City limits of the City of McLendon-Chisholm as follows:

N. 45 deg. 00 min. 49 sec. W. a distance of 4997.65 feet;

N. 45 deg. 09 min. 23 sec. E. a distance of 1500.00 feet;

N. 44 deg. 30 min. 50 sec. W. a distance of 295.82 feet;

N. 45 deg. 29 min. 10 sec. E. a distance of 1008.00 feet to the POINT OF BEGINNING and containing 294.51 acres of land.

EXHIBIT N-2 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION

TRACT 4A

FIELD NOTE DESCRIPTION

33.4984 ACRES

WHEREAS, Land Solutions SV, LLC. is the owner of a tract of land recorded in Instrument Number 20180000014913, of the Official Property Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm and Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" set in the centerline of Edwards Road for the northwest corner of this tract;

THENCE South 45°47'06" East, with said centerline, a distance of 1,300.04 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" for the northeast corner of this tract, from which an iron rod found for the northeast corner of said Land Solutions tract bears South 45°47'06" East, 3,493.69 feet;

THENCE South 43°34'59" West, a distance of 824.84 feet to an iron rod found for the southeast corner of this tract;

THENCE North 63°12'03" West, a distance of 1,211.94 feet to an iron rod found at the beginning of a non-tangent curve to the right having a central angle of 3°43'37", a radius of 695.00 feet, a chord bearing and distance of North 16°39'21" East, 45.20 feet;

THENCE with said curve to the right, an arc distance of 45.21 feet to an iron rod found for corner of this tract;

THENCE North 71°28'51" West, a distance of 220.00 feet to an iron rod found in the southwest corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 38°26'05", a radius of 915.00 feet, a chord bearing and distance of North 37°44'12" East, 602.35 feet from which an iron rod found in the west line of that tract of land conveyed to Sonoma Verde Phase 2 according to the document filed of record in Instrument Number 20190000013333 (O.P.R.R.C.T.) bears on a curve to the left having a central angle of 4°20'01", a radius of 915.00 feet, and a chord bearing and distance of North 16°21'09" East, 69.19 feet;

THENCE with said curve to the right, an arc distance of 613.79 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" for corner of this tract;

THENCE North 56°57'14" East, a distance of 609.35 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" for corner of this tract;

THENCE North 44°12'54" East, a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 33.4984 acres or 1,459,191 square feet of land, more or less.

TRACT 4 B

FIELD NOTE DESCRIPTION

30.2695 ACRES

WHEREAS, Land Solutions SV, LLC. is the owner of a tract of land recorded in Instrument Number 20180000014913, of the Official Property Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm and Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northeast corner of this tract from which an iron rod found for the northeast corner of said Land Solutions tract, bears South 45°47'06" East, 1,818.97 feet;

THENCE South 44°12'54" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

THENCE South 12°25'05" West, a distance of 564.65 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

THENCE South 16°56'23" West, a distance of 45.20 feet to a capped iron found for corner of this tract;

THENCE North 73°03'37" West, a distance of 120.00 feet to a capped iron found for corner at the beginning of a non-tangent curve to the right having a central angle of 0°05'38", a radius of 1,025.00 feet, a chord bearing and distance of South 16°59'12" West, 1.68 feet;

THENCE with said curve to the right, an arc distance of 1.68 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

THENCE South 17°02'01" West, a distance of 1.67 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

THENCE North 72°57'59" West, a distance of 170.31 feet to a capped iron rod found for corner of this tract;

THENCE North 16°58'58" East, a distance of 25.57 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 3°00'51", a radius of 855.00 feet, a chord bearing and distance of North 13°55'31" East, 44.98 feet;

THENCE with said curve to the left, an arc distance of 44.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

THENCE North 12°25'05" East, a distance of 361.33 feet to a capped iron rod found for corner of this tract;

THENCE North 44°42'17" West, a distance of 315.15 feet to a capped iron rod found at the beginning of a tangent curve to the left having a central angle of 4°17'01", a radius of 855.00 feet, a chord bearing and distance of North 46°50'47" West, 63.91 feet;

THENCE with said curve to the left, an arc distance of 63.92 feet to a capped iron rod found for corner of this tract;

THENCE North 48°59'18" West, a distance of 427.68 feet to a capped iron rod found at the beginning of a tangent curve to the right having a central angle of 4°00'19", a radius of 1,145.00 feet, a chord bearing and distance of North 46°59'08" West, 80.02 feet;

THENCE with said curve to the right, an arc distance of 80.04 feet to a capped iron rod found for corner of this tract;

THENCE South 22°54'47" West, a distance of 294.88 feet to a capped iron rod at the beginning of a tangent curve to the right having a central angle of 93°53'10", a radius of 245.00 feet, a chord bearing and distance of South 69°51'22" West, 358.03 feet;

THENCE with said curve to the right, an arc distance of 401.46 feet to a capped iron rod for corner of this tract;

THENCE North 63°12'03" West, a distance of 213.17 feet to a capped iron rod found for corner of this tract;

THENCE South 43°33'02" West, a distance of 377.85 feet to a capped iron rod found for corner of this tract;

THENCE North 46°26'58" West, a distance of 170.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

THENCE South 43°33'02" West, a distance of 6.41 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

THENCE North 46°26'58" West, a distance of 143.54 feet to a capped iron rod found for corner of this tract;

THENCE South 43°34'59" West, a distance of 560.24 feet to a capped iron rod found for corner of this tract;

THENCE North 52°48'03" West, a distance of 50.31 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of this tract from which an iron rod found in the west line of Sonoma Verde Phase 2 as recorded in Instrument 20190000013333 (O.P.R.R.C.T.) bears South 43°34'59" East, 62.82 feet;

THENCE North 43°34'59" East, a distance of 1,973.65 feet to a capped iron rod found for corner of this tract;

THENCE South 45°47'06" East, a distance of 1,674.97 feet to the **POINT OF BEGINNING** and containing 30.2695 acres or 1,318,538 square feet of land, more or less.

APPENDIX A – EQUIVALENT UNITS IN PHASE 1 AND PHASE 2¹

Estimated Equivalent Units - Phase #1

Land Use Class	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Land Use Class 1 (Residential - One acre lot)	0	1.00	0.00
Land Use Class 2 (Residential - One-half acre lot)	29	0.83	24.07
Land Use Class 3 (Residential - 90 Ft lot)	30	0.64	19.20
Land Use Class 4 (Residential - 80 Ft lot)	122	0.58	70.76
Land Use Class 5 (Residential - 60 Ft lot)	175	0.46	80.50
Land Use Class 6 (Office lot)	8	0.80	6.40
Land Use Class 7 (Church lot)	1	0.54	0.54
Total Equivalent Units	365		201.47

Estimated Equivalent Units - Phase #2

Land Use Class ^(a)	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Improvement Area #1C			
Land Use Class 4 (Residential - 80 Ft lot)	41	0.58	23.78
<i>Subtotal – Phase #1C</i>	<i>41</i>		<i>23.78</i>
Improvement Area #2			
Land Use Class 2 (Residential - One-half acre lot)	12	0.83	9.96
Land Use Class 3 (Residential - 90 Ft lot)	8	0.64	5.12
Land Use Class 5 (Residential - 60 Ft lot)	100	0.46	46.00
Land Use Class 10 (Residential - 70 Ft lot)	93	0.52	48.69
<i>Subtotal – Phase #2</i>	<i>213</i>		<i>109.77</i>
Total Equivalent Units	254		133.55

(a) Equivalent Unit factors for Land Use Class 2, Land Use Class 3, Land Use Class 4, and Land Use Class 5 are rounded to two decimal places in order to be consistent with the Equivalent Unit factors for Phase #1. Land Use Class 10 is shown as rounded to two decimal places. However, the total Equivalent Unit calculation for Land Use Class 10 assumes an unrounded Equivalent Unit factor of 0.53255.

Notes:

¹ Snipped from tables D-3 and D-4 of the 2019 SAP Update.

APPENDIX B – IMPROVEMENT AREA #3 ENGINEER’S REPORT

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August 25, 2020

Re: **Engineer's Report**
Sonoma Verde -Bond Issuance, Phase 3
McClendon-Chisholm, Rockwall County, Texas

Introduction:

Sonoma Verde is a proposed master planned development located on approximately 550 acres and projected to include 1,095 single-family lots off SH 205 near League Road in the City of McClendon-Chisholm, Texas as depicted on Exhibit "A". This Engineer's Report includes the documents requested for Phase 3 of the Bond Issuance by the City for the approved PID. The Phase 3 Bond Issuance includes improvements for Phases 4A and 4B of the development as shown on Exhibit "B". Bonds are anticipated to be used to finance public infrastructure projects vital for development within the PID.

Development Costs:

An Engineer's Opinion of Probable Cost (EOPC) has been prepared for all authorized PID improvements for the Phase 3 Bond Issuance and is included as Exhibit "C".

Development Improvements:

Development improvements have been separated into Offsite/Major Improvements and Direct Improvements.

Direct Improvements for Phase 4A and Phase 4B are depicted on Exhibits D-I.

Development Schedule:

Design Stage:

The Concept Plan for the entire development has been approved by the City of McLendon-Chisholm. The Final Plats for Phase 4A and Phase 4B have been approved by the City. The Flood Studies for Phase 4A and Phase 4B have been reviewed and approved by the City. The design of all improvements for Phase 4A and Phase 4B are complete and construction plans have been approved by the City.

Construction Stage:

Construction on Phase 4A and Phase 4B commenced in July 2020 with anticipated final acceptance in May of 2021.

Please contact me at (214) 952-0233 or craig.malan@kimley-horn.com should you have any questions or need any additional information.

Sincerely,

Craig Malan, PE

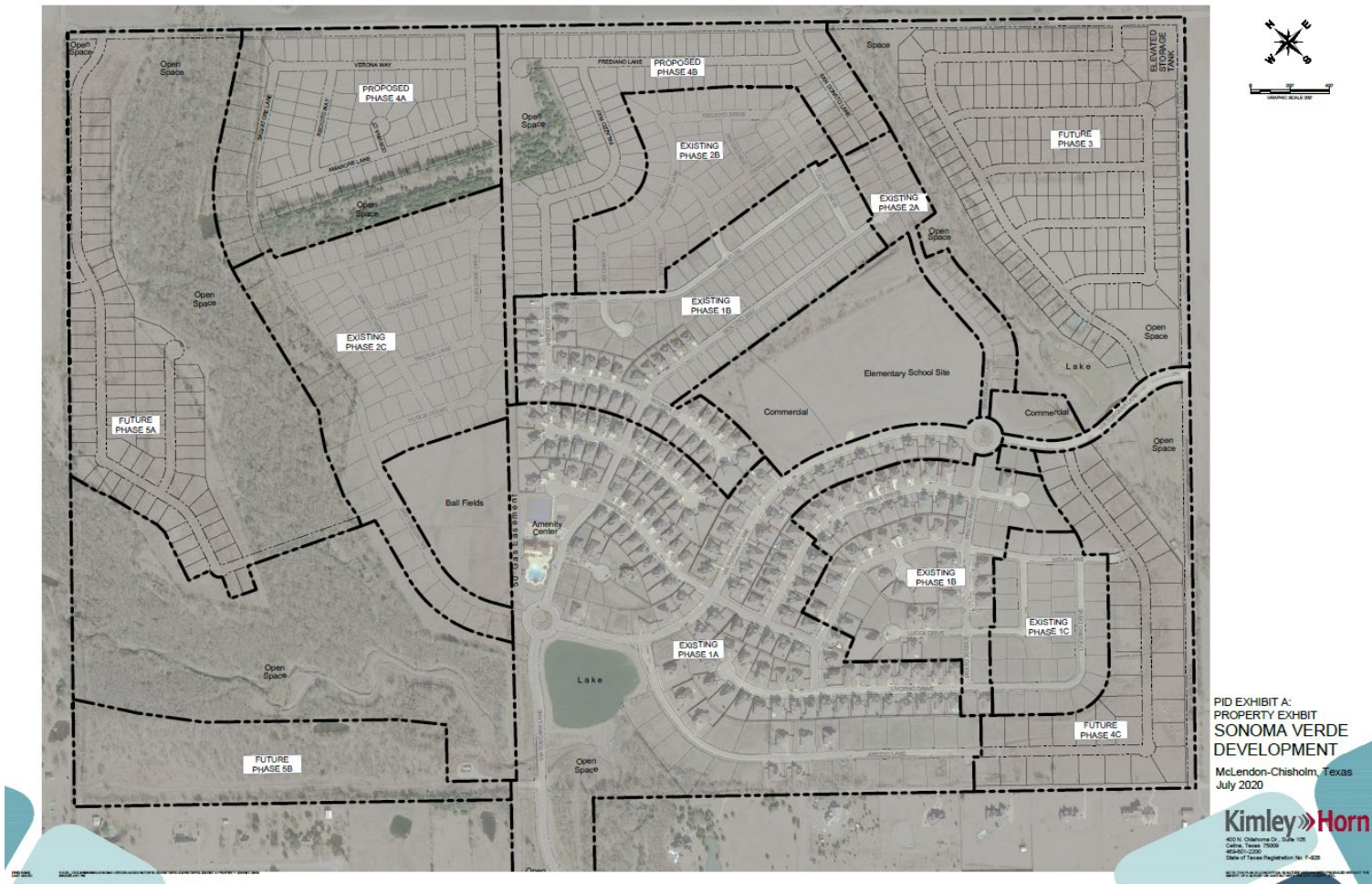


kimley-horn.com

400 North Oklahoma Drive, Suite 105, Celina, Texas 75009

469-501-2200

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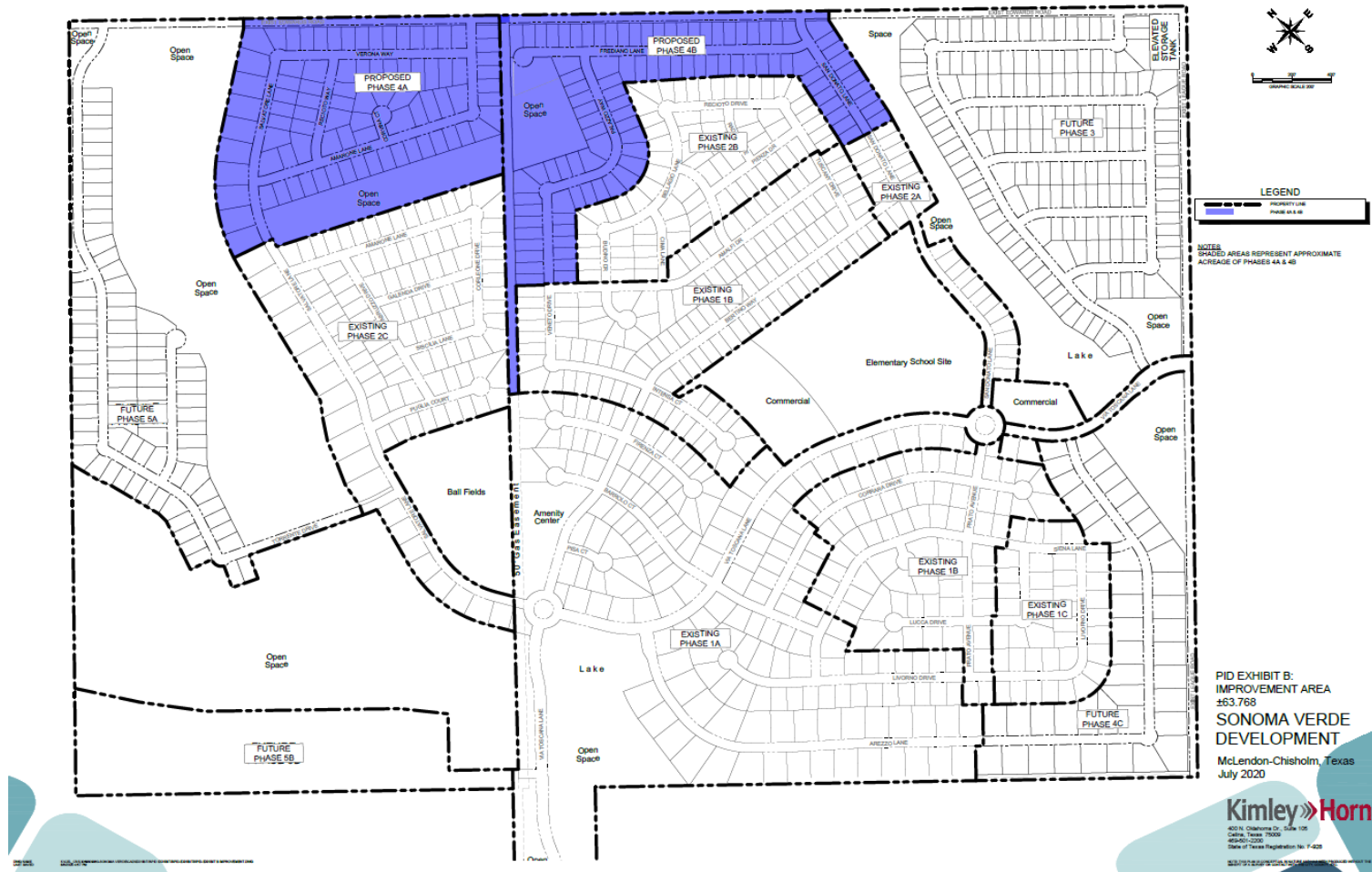


EXHIBIT C
SONOMA VERDE - PID COSTS SUMMARY
BOND ISSUANCE PHASE 3
8/26/2020

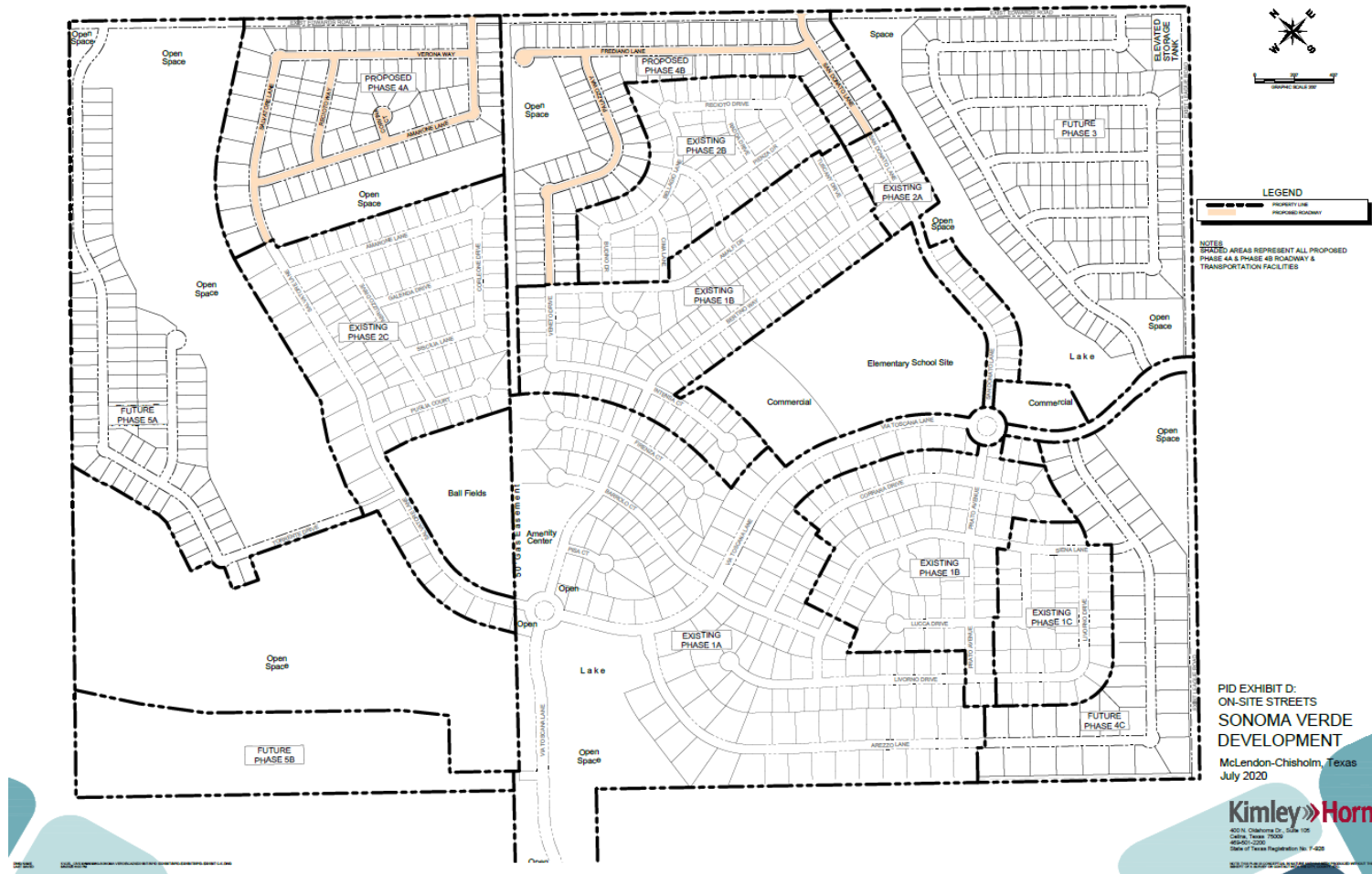
Authorized Improvements	Phase 3 Major Improvement Costs (1)	Offsite/Major Improvements	Direct Improvements		Total PID Improvements	Private Costs (2)
			Phase 4A	Phase 4B		
Road Improvements:						
Right-of-way Clearing & Grubbing		\$0.00	\$60,245.64	\$23,373.36	\$83,619.00	\$746,903.00
Street Excavation		\$0.00	\$41,335.50	\$38,191.50	\$79,527.00	\$0.00
Limbe Stabilization		\$0.00	\$53,621.75	\$45,324.50	\$98,946.25	\$0.00
Limbe Material		\$0.00	\$49,005.00	\$41,580.00	\$90,585.00	\$0.00
Concrete Paving		\$0.00	\$509,876.00	\$430,664.00	\$940,540.00	\$0.00
Barrier Free (ADA) Ramps		\$0.00	\$18,000.00	\$7,200.00	\$25,200.00	\$0.00
Sidewalks		\$0.00	\$3,795.00	\$11,990.00	\$15,785.00	\$0.00
Sawcut & Connect to Existing Paving		\$0.00	\$4,220.00	\$9,630.00	\$13,850.00	\$0.00
Street Signs		\$0.00	\$6,000.00	\$3,000.00	\$9,000.00	\$0.00
Street Lights		\$0.00	\$18,000.00	\$12,000.00	\$30,000.00	\$0.00
Erosion Control and Storm Water Pollution Prevention		\$0.00	\$32,250.00	\$37,125.00	\$69,375.00	\$23,125.00
Maintenance Bond		\$0.00	\$750.00	\$750.00	\$1,500.00	\$0.00
Subtotal - Road Improvements	\$55,573.70	\$0.00	\$797,098.89	\$660,828.36	\$1,515,500.95	\$770,028.00
Storm Drainage Improvements:						
Reinforced Concrete Storm Sewer Pipe & Box Culverts		\$0.00	\$340,584.00	\$281,732.50	\$622,316.50	\$0.00
Inlets and Manholes		\$0.00	\$60,665.00	\$69,190.00	\$148,855.00	\$0.00
Reinforced Concrete Headwalls		\$0.00	\$34,690.00	\$21,215.00	\$55,905.00	\$0.00
Trench Safety		\$0.00	\$340.80	\$832.00	\$1,172.80	\$0.00
Rock Rip Rap		\$0.00	\$11,859.00	\$16,615.00	\$28,474.00	\$0.00
Demo Existing		\$0.00	\$0.00	\$5,070.00	\$5,070.00	\$0.00
Maintenance Bond		\$0.00	\$500.00	\$500.00	\$1,000.00	\$0.00
Subtotal - Storm Drainage Improvements	\$14,207.64	\$0.00	\$468,638.80	\$394,354.50	\$877,200.94	\$0.00
Water Improvements:						
12" PVC Waterline		\$0.00	\$41,947.50	\$65,366.70	\$107,314.20	\$0.00
8" PVC Waterline		\$0.00	\$64,840.00	\$34,340.00	\$99,180.00	\$0.00
3" PVC Waterline		\$0.00	\$6,989.75	\$5,511.50	\$12,501.25	\$0.00
12" Gate Valve		\$0.00	\$10,650.00	\$10,650.00	\$21,300.00	\$0.00
8" Gate Valve		\$0.00	\$27,025.00	\$11,750.00	\$38,775.00	\$0.00
Fire Hydrant Assembly (Lead, Valve & Fittings)		\$0.00	\$37,575.00	\$37,575.00	\$75,150.00	\$0.00
1" Service		\$0.00	\$64,500.00	\$74,250.00	\$138,750.00	\$0.00
Connect to Existing		\$0.00	\$4,250.00	\$6,005.00	\$10,255.00	\$0.00
Trench Safety		\$0.00	\$1,200.00	\$962.50	\$2,162.50	\$0.00
Water Testing/Chlorination		\$0.00	\$5,520.00	\$4,427.50	\$9,947.50	\$0.00
Maintenance Bond		\$0.00	\$500.00	\$500.00	\$1,000.00	\$0.00
Subtotal - Water Improvements	\$13,503.96	\$0.00	\$264,997.25	\$251,338.20	\$529,839.41	\$0.00
Sanitary Sewer Improvements:						
8" PVC SDR35 San. Sewer Line		\$0.00	\$101,501.60	\$84,092.40	\$185,594.00	\$0.00
8" PVC SDR26 San. Sewer Line		\$0.00	\$22,701.00	\$20,125.00	\$42,826.00	\$0.00
Connect to Existing		\$0.00	\$790.00	\$1,580.00	\$2,370.00	\$0.00
4" Sewer Service		\$0.00	\$42,140.00	\$48,510.00	\$90,650.00	\$0.00
4" Diameter Manhole		\$0.00	\$27,500.00	\$27,500.00	\$55,000.00	\$0.00
Cleanout		\$0.00	\$2,148.00	\$1,074.00	\$3,222.00	\$0.00
San. Sewer Line Testing		\$0.00	\$12,414.00	\$10,383.00	\$22,797.00	\$0.00
Manhole Testing		\$0.00	\$2,750.00	\$2,750.00	\$5,500.00	\$0.00
Trench Safety		\$0.00	\$4,138.00	\$3,461.00	\$7,599.00	\$0.00
Maintenance Bond		\$0.00	\$500.00	\$500.00	\$1,000.00	\$0.00
Lift Station Pump Upgrade		\$0.00	\$46,486.49	\$53,513.51	\$100,000.00	\$0.00
Subtotal - Sanitary Sewer Improvements	\$263,747.93	\$0.00	\$263,069.09	\$253,468.91	\$780,305.93	\$0.00
Total - Road, Storm Drainage, Water & Sanitary Sewer Improvements	\$347,033.23	\$0.00	\$1,793,804.02	\$1,560,069.58	\$3,700,847.23	\$770,028.00
Soft Costs:						
Contingency 10%	\$27,110.75	\$0.00	\$179,380.40	\$156,001.00	\$362,492.15	\$0.00
ROW Dedication-Internal Roadways	\$0.00	\$0.00	\$217,041.60	\$185,011.57	\$402,053.17	\$0.00
Engineering, Flood Study, Surveying, Const. Staking	\$5,397.41	\$0.00	\$217,789.19	\$250,710.81	\$473,897.41	\$0.00
City Inspection Fees 2%	\$0.00	\$0.00	\$51,818.06	\$44,416.77	\$96,234.83	\$0.00
Geotechnical and Material Testing	\$0.00	\$0.00	\$53,485.49	\$61,570.51	\$115,056.00	\$0.00
General Contractor Fees	\$6,470.66	\$0.00	\$125,000.00	\$148,500.00	\$283,970.66	\$0.00
General Conditions	\$0.00	\$0.00	\$64,500.00	\$74,250.00	\$138,750.00	\$0.00
Subtotal - Soft Costs	\$38,978.81	\$0.00	\$913,014.74	\$920,460.66	\$1,872,454.21	\$0.00
Grand Total - Improvements + Soft Costs	\$386,012.04	\$0.00	\$2,706,818.76	\$2,480,470.63	\$5,573,301.44	\$770,028.00

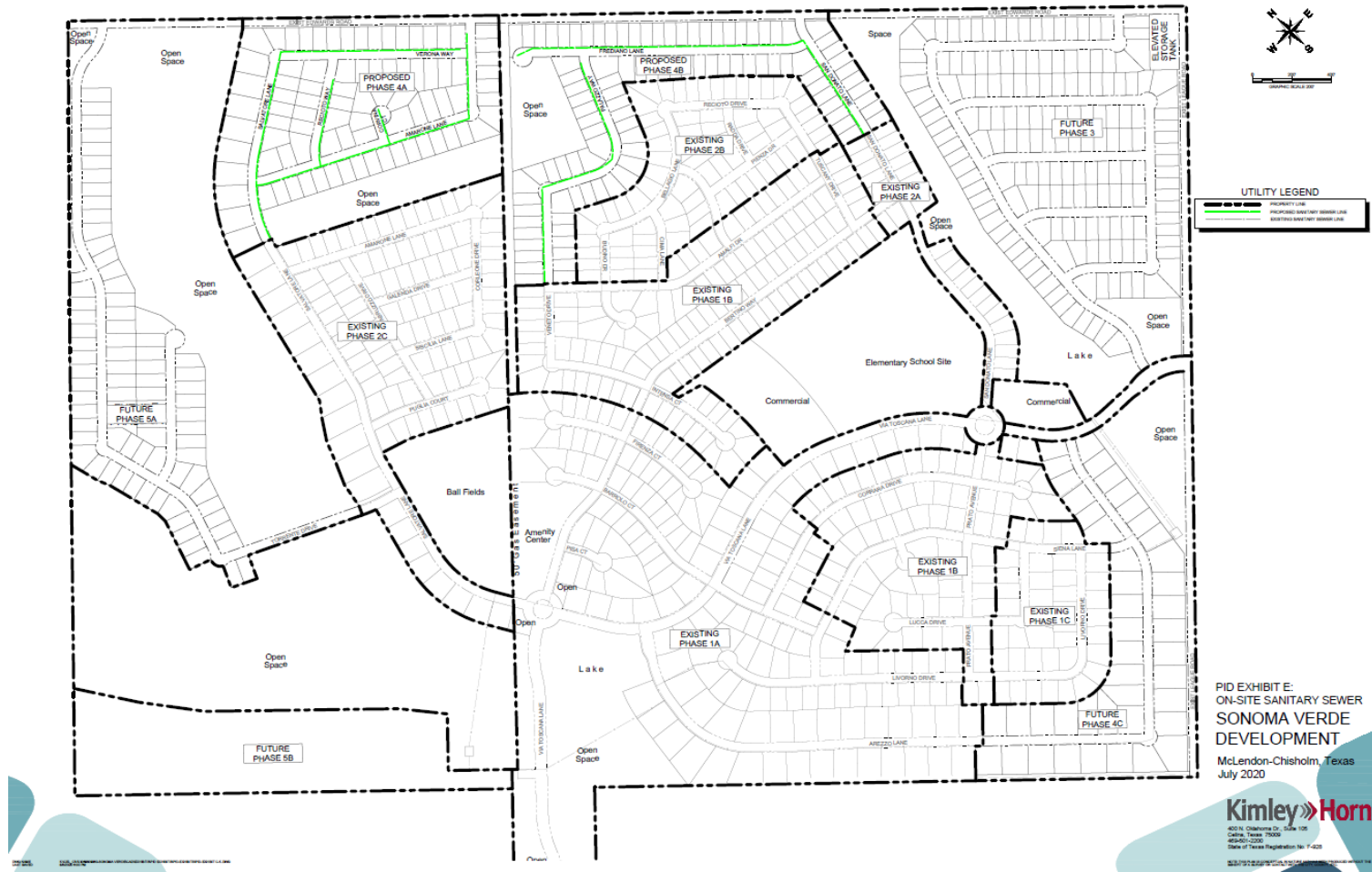
(1) Major Improvements Phase 1 Per Table IV-B of SAP January 12, 2015 rev June 11, 2019

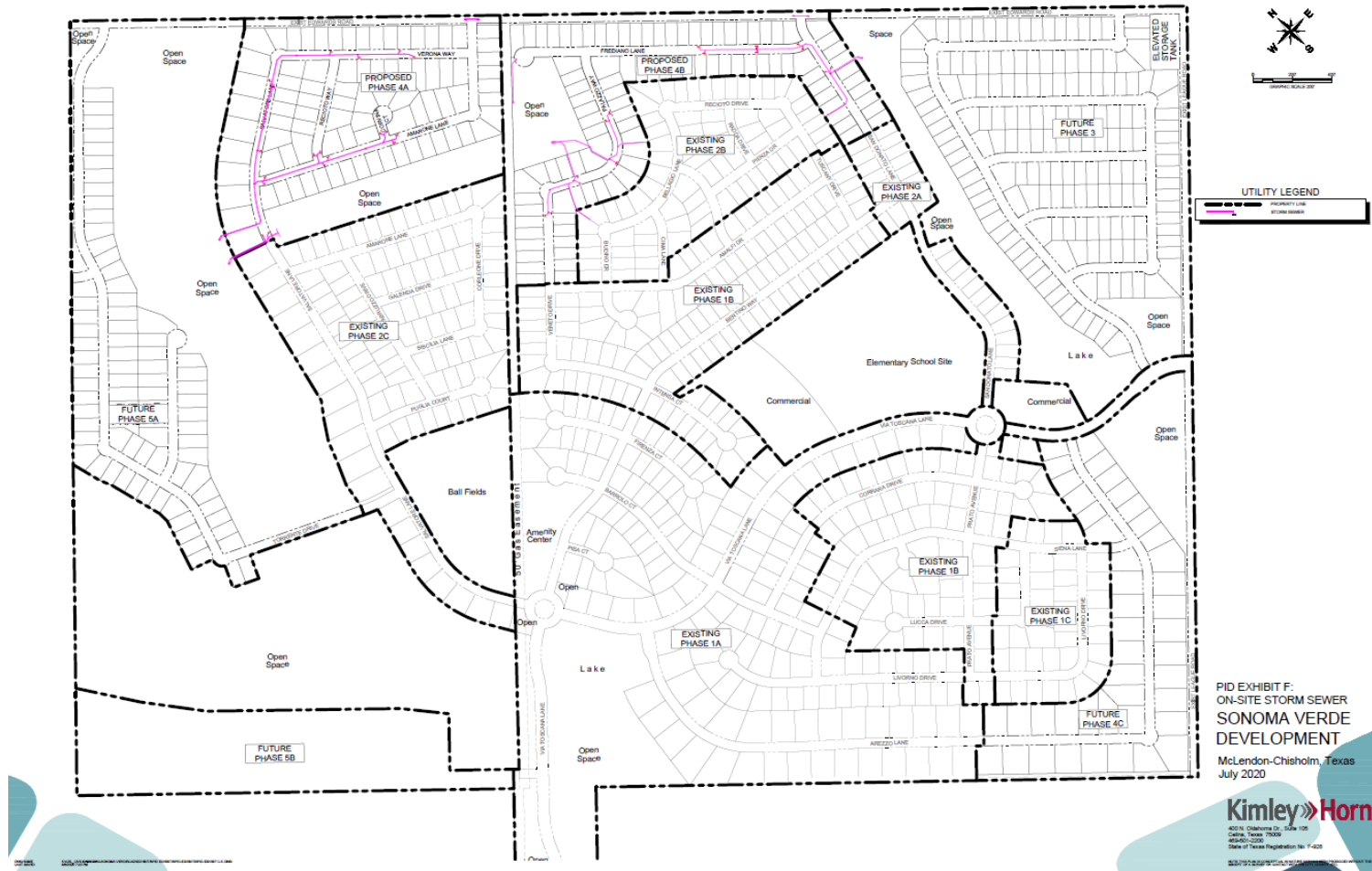
463 lots remaining for development, 185 in this phase, so share = 185/463

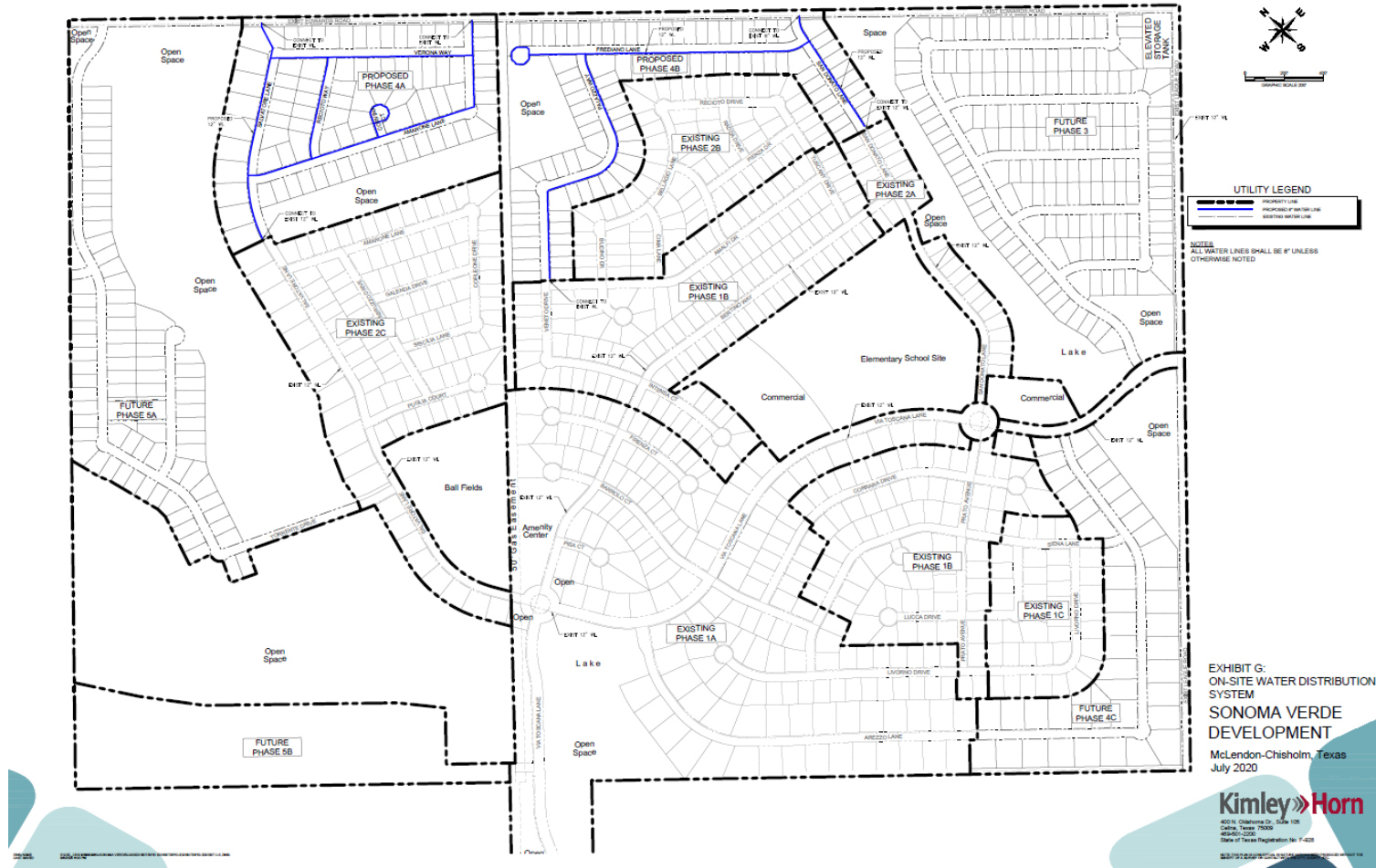
38.40%

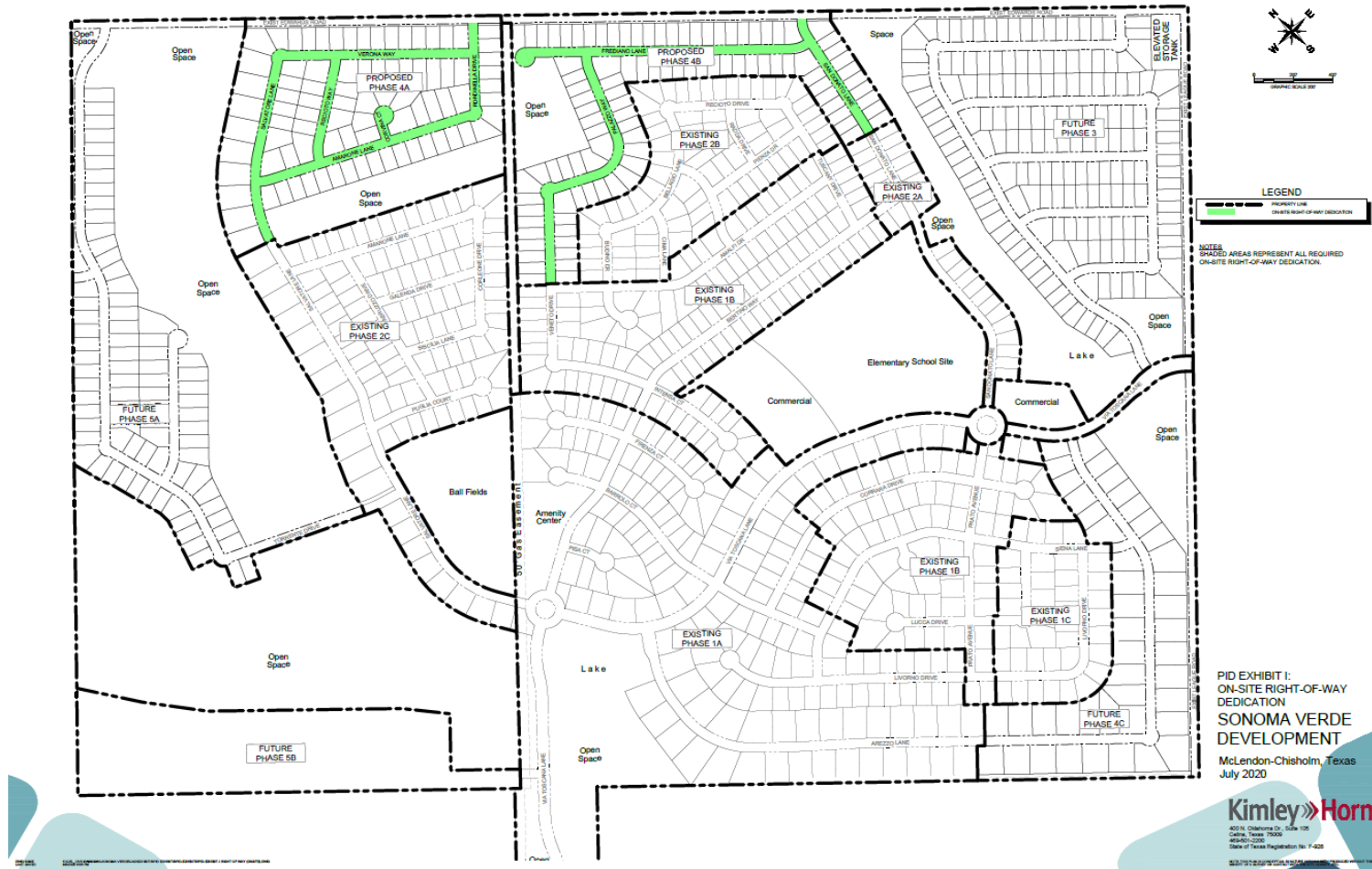
(2) This figure is the private contract amount for all of the remaining excavation and lot grading for Phase 4A & 4B











APPENDIX C - PAYMENT OF ADDITIONAL BONDS PROCEEDS TO ORIX UNDER THE PHASE 1 REIMBURSEMENT AGREEMENT

CITY CERTIFICATE

CITY OF MCLENDON-CHISHOLM, TEXAS
SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2020
SONOMA PUBLIC IMPROVEMENT DISTRICT
PHASE 1 PROJECT

This City Certificate is made in accordance with Section 6.5(b) of that certain indenture of Trust dated as of August 15, 2020 by and between the City of McLendon-Chisholm, Texas (the "City") and Wilmington Trust, N.A., (the "Trustee"), relating to the \$9,260,000 City of McLendon-Chisholm, Texas, Special Assessment Revenue Refunding Bonds, Series 2020 (Sonoma Public Improvement District Phase 1 Project). As City Representative, the Trustee is authorized to perform the following:

RE: Payment of additional bonds proceeds to ORIX under the Phase 1 Reimbursement Agreement

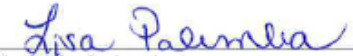
The City refunded Special Assessment Revenue Bonds, Series 2015 (Sonoma Public Improvement District Phase 1 Project) and issued Special Assessment Refunding and Improvement Bonds Series 2020 (Sonoma Public Improvement District Phase 1 Project) for the remaining Phase 1 Outstanding Assessments under the Assessment Ordinance, Ordinance No. 2015-06 dated April 14, 2015, for Assessments securing Phase 1 Reimbursement Agreement (the "Additional Bonds"). Proceeds of the Additional Bonds in the amount of \$2,596,916.04 were deposited into the Phase 1 Bond Improvement Account of the Project Fund. Per the Phase 1 Reimbursement Agreement dated January 14, 2014, proceeds from the Additional Bonds in the Project Fund, are available to pay ORIX Public Finance, LLC, as Assignee, of the Phase 1 Reimbursement Agreement. The Costs of the Phase 1 Improvements have been confirmed and certified by the City and are shown in the Bill of Sale dated August 25, 2016 and Costs of Issuance of the Additional Bonds were confirmed and certified by the City as shown in the Closing Memorandum, dated August 19, 2020.

Payment of these Additional Bond proceeds for Assessments securing Phase 1 Reimbursement Agreement will mean that no future payments of Net PID Bond Proceeds will be made to ORIX Public Finance, LLC, as Assignee, of the Phase 1 Reimbursement Agreement.

From: SONOMA PID PHASE 1 Bond Improvement Account of the Project Fund
Account #: 142858-008
Amount: \$2,596,916.04 plus any interest earnings.

To: ORIX Public Finance, LLC - Wire instructions below:

Bank Name BBVA Compass Bank
ABA# 062-001-186
Acct Name: OPF Receipts - Other
Acct #: 6756833624
ORIX Public Finance LLC
1717 Main Street, Suite 1100
Dallas, TX 75201

By: 
Authorized City Signature

Name: Lisa Palomba

Title: City Administrator

Date: 12/14/2020

**PID Reimbursement Agreement
Sonoma Public Improvement District**

This PID Reimbursement Agreement (this "Agreement") is entered into by LAND SOLUTIONS SV LLC, a Delaware limited liability company (the "Developer") and the CITY OF MCLENDON-CHISHOLM, TEXAS (the "City"), to be effective February 9, 2021, (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

1.1 WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, the Developer is a Delaware limited liability company;

1.4 WHEREAS, the City is a Texas general law municipality;

1.5 WHEREAS, on September 10, 2007 after due notice and a called public hearing, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the Act, covering approximately 547.89 contiguous acres within the City's corporate limits, which land is described in the PID Creation Resolution;

1.6 WHEREAS, the Assessed Property within the PID is being developed in "Phases" or "Improvement Areas";

1.7 WHEREAS, on January 13, 2015 the City Council adopted Ordinance No. 2015-02 (the, "2015 Assessment Ordinance") approving the *Sonoma Public Improvement District – Sonoma Verde Project, City of McLendon-Chisholm, Service and Assessment Plan*, dated January 13, 2015 (the, "Original SAP") including Assessment Rolls, that levied assessments (the "Phase 1 Assessments") against the Assessed Property within Phase 1 (as defined in the Original SAP) of the PID and levied assessments (the "Major Improvement Area Assessments") against Assessed Property within the Major Improvement Area Excluding Phase 1 (as defined in the Original SAP) of the PID;

1.8 WHEREAS, on April 14, 2015, the City Council approved Ordinance No. 2015-06 authorizing the issuance and sale of its 2015 Phase 1 Bonds secured by the Phase 1 Assessments and updating the Original SAP, including the Assessment Rolls for Phase 1 and the Major Improvement Area Excluding Phase 1;

1.9 WHEREAS, on June 13, 2017, the City Council adopted Ordinance No. 2017-09 approving the 2017 SAP Update, including Assessment Rolls, and levying assessments (the "Phase 2 Assessments") against the Assessed Property within Phase 2 (as defined in the 2017 SAP Update) of the PID;

1.10 WHEREAS, on June 11, 2019, the City Council approved Ordinance No. 2019-06 approving the 2019 SAP Update, including Assessment Rolls, and authorizing the issuance and sale of its 2019 Improvement Area #2 Bonds secured by the Improvement Area #2 Assessments;

1.11 WHEREAS, the 2019 SAP Update separated the Assessed Property within Phase 2 of the District (as defined in the 2017 SAP Update) into Improvement Area #1C and Improvement Area #2 and released the Assessments against the Major Improvement Area Excluding Phase 1; and, the 2019 SAP Update updated the Assessment Rolls accordingly;

1.12 WHEREAS, on August 13, 2019, the City Council approved Ordinance No. 2019-09 approving the *Sonoma Public Improvement District 2019 Amended Annual Service Plan Update* that amended and restated the 2019 SAP Update to provide an Assessment Roll showing the outstanding Assessments and Annual Installment due for every Parcel of Assessed Property within the District and updated the Phase 1 Assessment Roll, the Improvement Area #1C Assessment Roll and Improvement Area #2 Assessment Roll;

1.13 WHEREAS, on July 28, 2020, the City Council approved Ordinance No. 2020-08 approving the 2020 SAP Update, including Assessment Rolls, and authorizing the issuance and sale of its 2020 Phase 1 Refunding and Improvement Bonds secured by the Phase 1 Assessments;

1.14 WHEREAS, on January 26, 2021, the City Council passed and approved Ordinance No. 2021-___ approving the SAP and levying assessments (the "Improvement Area #3 Assessments") against Assessed Property within Improvement Area #3 of the PID;

1.15 WHEREAS, the SAP identifies Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;

- 1.16 WHEREAS, the SAP sets forth the Actual Costs of the Authorized Improvements;
- 1.17 WHEREAS, this Agreement shall apply solely to Improvement Area #3 and all remaining Future Improvement Areas and no additional reimbursement agreement shall be required for Future Improvement Areas;
- 1.18 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;
- 1.19 WHEREAS, the Assessment Ordinances have levied the Actual Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on the Assessment Roll(s);
- 1.20 WHEREAS, Assessments, including the Annual Installments thereof, are due and payable as described in the SAP;
- 1.21 WHEREAS, Annual Installments shall be billed and collected by the City or its designee;
- 1.22 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Indenture if PID Bonds secured by such Assessments are issued, or (2) with respect to Assessment Revenue from the collection of (i) Improvement Area #3 Assessments and (ii) Assessments levied against benefitted property in Future Improvement Areas, into the PID Reimbursement Fund if no such PID Bonds are issued or no PID Bonds remain outstanding;
- 1.23 WHEREAS, PID Bond Proceeds shall be deposited as provided in the applicable Indenture;
- 1.24 WHEREAS, the PID Project Fund shall only be used in the manner set forth in the applicable Indenture;
- 1.25 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act;
- 1.26 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement; and
- 1.27 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution, each Assessment Ordinance, and each Bond Ordinance), together with all

other documents referenced in this Agreement (e.g., the SAP and each Indenture), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "2015 Assessment Ordinance" means Ordinance No. 2015-02 approved on January 13, 2015 approving the 2015 SAP and levying the Phase 1 Assessments and the Major Improvement Area Assessments as shown on the Assessment Rolls attached to the 2015 SAP.

2.2 "2015 Phase 1 Bonds" means the \$7,600,000 City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2015 (Sonoma Public Improvement District Phase 1 Project) secured by the Phase 1 Assessments.

2.3 "2017 SAP Update" means the *Sonoma Public Improvement District – Sonoma Verde Project, City of McLendon-Chisholm, Service and Assessment Plan (Phase 2)*, as last updated on June 13, 2017, approved as part of Ordinance No. 2017-09 levying the Phase 2 Assessments, in accordance with the Act.

2.4 "2019 Improvement Area #2 Bonds" means the \$6,225,000 City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2019 (Sonoma Public Improvement District Improvement Area #2 Project) secured by the Improvement Area #2 Assessments.

2.5 "2019 SAP Update" means the *Sonoma Public Improvement District – Sonoma Verde Project, City of McLendon-Chisholm, Service and Assessment Plan*, as updated for Phase 2 (Improvement Area #1C and Improvement Area #2) on April 13, 2015, June 13, 2017, and June 11, 2019, approved as part of the Ordinance No. 2019-06 approving the issuance and sale of the 2019 Improvement Area #2 Bonds, in accordance with the Act.

2.6 "2020 Phase 1 Refunding and Improvement Bonds" means the \$9,260,000 City of McLendon-Chisholm, Texas, Special Assessment Revenue Refunding and Improvement Bonds, Series 2020 (Sonoma Public Improvement District Phase 1 Project) secured by the Phase 1 Assessments.

2.7 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.

- 2.8 "Actual Costs" is defined in the SAP.
- 2.9 "Actual Increased Costs" is defined in Section 5.12.
- 2.10 "Actual Increased City Obligation Costs" is defined in Section 5.12.
- 2.11 "Additional Costs" is defined in Section 5.12.
- 2.12 "Administrator" is defined in the SAP.
- 2.13 "Administrative Expenses" are defined in the SAP.
- 2.14 "Agreement" is defined in the introductory paragraph.
- 2.15 "Annual Installment" is defined in the SAP.
- 2.16 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.
- 2.17 "Assessed Property" is defined in the SAP.
- 2.18 "Assessment" is defined in the SAP.
- 2.19 "Assessment Ordinance" is defined in the SAP.
- 2.20 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Assessments, including Prepayments, Annual Installments and foreclosure proceeds.
- 2.21 "Assessment Roll" is defined in the SAP.
- 2.22 "Authorized Improvements" is defined in the SAP.
- 2.23 "Bond Improvement Account" means the account under the Project Fund established by an Indenture relating to PID Bonds into which PID Bond Proceeds are deposited to pay for the Actual Costs of the Authorized Improvements as described in the Indenture.
- 2.24 "Certification for Payment" means: (1) prior to the issuance of PID Bonds or if no PID Bonds are issued for a specific Improvement Area for which Assessments have been levied, a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by a City Representative, delivered to a City Representative (and/or, if applicable, to the trustee named in any applicable

Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs of Authorized Improvements, and requesting payment of such amount from the PID Reimbursement Fund, or (2) if PID Bonds have been issued, a certificate substantially in the form attached to the Indenture relating to such series of PID Bonds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City.

- 2.25 "Change Order" is defined in Section 4.13.
- 2.26 "City" is defined in the introductory paragraph.
- 2.27 "City Council" means the governing body of the City.
- 2.28 "City Obligations" is defined in the Section 5.12.
- 2.29 "City Representative" means any person authorized by the City Council to undertake the actions referenced herein.
- 2.30 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.
- 2.31 "Cost Overrun" means, with respect to each Authorized Improvement, the amount of Actual Costs in excess of the budgeted cost for such Authorized Improvement as shown in the SAP.
- 2.32 "Cost Underrun" is defined in Section 4.12.
- 2.33 "Default" is defined in Section 5.9.1.
- 2.34 "Delinquent Collection Costs" is defined in the SAP.
- 2.35 "Developer" is defined in the introductory paragraph.
- 2.36 "Developer Advances" means advances made by the Developer to pay Actual Costs.
- 2.37 "Developer Continuing Disclosure Agreement" means any *Continuing Disclosure Agreement of Developer* executed contemporaneously with the sale of PID Bonds.
- 2.38 "Development Agreement" is defined in the SAP.
- 2.39 "Effective Date" is defined in the introductory paragraph.
- 2.40 "Estimated Additional Costs" is defined in the Section 5.12.

- 2.41 "Estimated Additional City Obligation Costs" is defined in the Section 5.12.
- 2.42 "Failure" is defined in Section 5.9.1.
- 2.43 "Future Improvement Area" is defined in the SAP.
- 2.44 "Improvement Area" is defined in the SAP.
- 2.45 "Improvement Area #1C" is defined in the SAP.
- 2.46 "Improvement Area #1C Revenues" means the Assessment Revenues collected from Assessed Property within Improvement Area #1C.
- 2.47 "Improvement Area #2" is defined in the SAP.
- 2.48 "Improvement Area #2 Revenues" means the Assessment Revenues collected from Assessed Property within Improvement Area #2.
- 2.49 "Improvement Area #3" is defined in the SAP.
- 2.50 "Improvement Area #3 Assessments" is defined in the SAP.
- 2.51 "Improvement Area #3 Bonds" means the **[\$5,935,000]** City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project) secured by the Improvement Area #3 Assessments.
- 2.52 "Improvement Area #3 Revenue" is defined in the SAP
- 2.53 "Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.
- 2.54 "Major Improvements" is defined in the SAP.
- 2.55 "Major Improvement Area Assessments" means the Assessments levied against property within the Major Improvement Area Excluding Phase 1 under the Original SAP.
- 2.56 "Major Improvement Area Excluding Phase 1" is defined in the Original SAP
- 2.57 "Maturity Date" is the date one year after the last Annual Installment is collected.
- 2.58 "Non-Benefited Property" is defined in the SAP.
- 2.59 "Original SAP" means the *Sonoma Public Improvement District – Sonoma Verde Project – City of McLendon-Chisholm Service and Assessment Plan*, dated January 13, 2015, approved as part of the 2015 Assessment Ordinance, in accordance with the Act.

- 2.60 "Parcel" is defined in the SAP.
- 2.61 "Party" and "Parties" are defined in the introductory paragraph.
- 2.62 "Phase" is defined in the SAP.
- 2.63 "Phase 1" is defined in the SAP.
- 2.64 "Phase 1 Assessments" is defined in the SAP.
- 2.65 "Phase 1 Revenues" means the Assessment Revenues collected from Assessed Property within Phase 1.
- 2.66 "PID" is defined as the Sonoma Public Improvement District, created by the PID Creation Resolution.
- 2.67 "PID Bonds" means any bonds issued by the City secured by Assessment Revenues, including: the 2015 Phase 1 Bonds, the 2019 Improvement Area #2 Bonds, the 2020 Phase 1 Refunding and Improvement Bonds, and the Improvement Area #3 Bonds, as well as any future bonds the City may issue secured by Assessments levied against Future Improvement Areas.
- 2.68 "PID Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Indenture.
- 2.69 "PID Creation Resolution" is defined as Resolution No. 2007-21 passed and approved by the City Council on September 10, 2007.
- 2.70 "PID Pledged Revenue Fund" means the fund, including all accounts created within such fund, established by the City under an Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue from the collection of Assessments, including Annual Installments thereof, securing PID Bonds issued and still outstanding under such Indenture.
- 2.71 "PID Project Fund" means the fund, including all accounts created within such fund, established by the City under an Indenture (and segregated from all other funds of the City) into which the City deposits a portion of the PID Bond Proceeds and any other funds authorized or required by such Indenture.

2.72 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund.

2.73 "Prepayment" is defined in the SAP.

2.74 "QTEO" is defined in the Section 5.12.

2.75 "Reimbursement Agreement Balance" is defined in Section 4.4.

2.76 "SAP" is defined as the *Amended and Restated Sonoma Public Improvement District Service and Assessment Plan*, that replaced the Original SAP as amended and updated in its entirety, dated **[February 9, 2021]**, that was approved as part of the **[Ordinance No. 2021-__]** levying the Improvement Area #3 Assessments, as the same may be updated or amended by City Council action in accordance with the Act.

2.77 "Tax Certificate" is defined in Section 5.7.2.

2.78 "Transfer" and "Transferee" are defined in Section 5.11.

SECTION 3. APPLICABILITY OF AGREEMENT

This Agreement shall apply solely to the reimbursement of Actual Costs of Authorized Improvements benefitting Improvement Area #3 and Future Improvement Areas; and, no additional reimbursement agreement shall be required for Future Improvement Areas. The deposit of Phase 1 Revenues, Improvement Area #1C Revenues and Improvement Area #2 Revenues and the payment of Actual Costs of the Phase 1 Improvements, the Improvement Area #1C Improvements, the Improvement Area #2 Improvements and the portions of the Actual Costs of the Major Improvements allocated to the Phase 1 Assessed Property, the Improvement Area #1C Assessed Property and the Improvement Area #2 Assessed Property shall be governed by the documents related to the 2015 Phase 1 Bonds, the 2019 Improvement Area #2 Bonds, and the 2020 Phase 1 Refunding and Improvement Bonds. In addition, notwithstanding that certain terms in the

SAP are defined to apply to all Phases and Improvement Areas, such broadly defined terms shall be limited to Improvement Area #3 and Future Improvement Areas for purposes of this Agreement.

SECTION 4. FUNDING AUTHORIZED IMPROVEMENTS

4.1 Fund Deposits. Until PID Bonds are issued, the City shall bill, collect, and deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including Prepayments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Administrative Expenses and Delinquent Collection Costs). Once PID Bonds are issued, the City shall bill, collect, and deposit all Assessment Revenue in the manner set forth in the applicable Indenture. Upon the issuance of PID Bonds, the City shall also deposit PID Bond Proceeds and any other funds authorized or required by the Indenture and the Developer shall deposit any funds required by the Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Indenture. Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements allocable to each Phase or Improvement Area shall be paid from the Assessment Revenue collected solely from Assessments levied on the property within such Phase or Improvement Area benefitting from such Authorized Improvements. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent and if such delinquencies exist, the City will order and cause to be commenced as soon as practicable, and subject to any necessary action required by the City Council, any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon,

including without limitation diligently prosecuting an action to foreclose the currently delinquent Annual Installment; provided, however, the City shall not be required under any circumstances to pay any delinquent Assessment or purchase or make payment for the purchase of the corresponding Assessed Property.

4.2 Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay Actual Costs of Authorized Improvements, the Developer may elect to make Developer Advances to pay Actual Costs of Authorized Improvements. If PID Bonds are issued, the PID Bond Proceeds shall be used in the manner provided in the applicable Indenture; and, except as may be required under the Development Agreement and/or an Indenture, the Developer shall have no obligation to make Developer Advances unless the PID Bond Proceeds, together with any other funds in the PID Project Fund or PID Reimbursement Fund, are insufficient to pay the Actual Costs of Authorized Improvements described in the applicable Indenture, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) days prior to the pricing of the PID Bonds, and (ii) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for any Cost Overrun after applying cost savings as described in Section 4.12 below. The Developer acknowledges and agrees that the lack of PID Bond Proceeds in the PID Project Fund and/or the PID Reimbursement Fund shall not diminish the Developer's obligations under the Development Agreement to construct or cause to be constructed the Authorized Improvements. The Developer agrees to pay the Actual Costs of the Authorized Improvements set forth in the SAP that are not funded by PID Bond Proceeds or by funds in the PID Reimbursement Fund, if any, and agrees to maintain sufficient funds for such purpose in the form of: (i) loan funds, (ii) funds available pursuant to a letter of credit, (iii) available cash, or (iv) any combination of (i) – (iii) as required by the City .

4.3 Qualification of Actual Costs. Unless otherwise approved by the City Council, in the event Improvement Area #3 Bonds are not issued, rights-of-way acquisition, as defined in Section III.A.4 of the SAP, shall not be a reimbursable Authorized Improvement. Unless otherwise approved by the City Council, in the event Improvement Area #3 Bonds are issued, the water improvements, as defined in

Section III.A.4 of the SAP, will be replaced by rights-of-way acquisition, which rights-of-way acquisition cost shall not exceed: (i) the Actual Costs of water improvements, and (ii) the fair market value supported by an independent appraisal as required by Section 252.051 of the Texas Local Government Code. In the event Assessments are levied on the Future Improvement Area, the right-of-ways acquisition and water improvement shall be treated in the same manner as described above, and said amounts shall be determined at the time an Assessment Ordinance for the Future Improvement Area is approved.

4.4 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, an aggregate principal amount not to exceed TWENTY-ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS AND 00/100 (\$21,140,000.00) or so much thereof as from time to time remains outstanding (such outstanding amount of all approved Certificates for Payment, together with accrued interest as hereinafter described, is referred to collectively as the "Reimbursement Agreement Balance"), with the amount for each payment request being shown on each Certification for Payment (which amounts include only Actual Costs paid by or at the direction of the Developer) plus simple interest on the unpaid principal balance at the lesser rate of: (i) two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date of determination (which is the date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid), or (ii) if PID Bonds are issued, the same interest rate on such PID Bonds. If the City elects to issue PID Bonds for the purpose of paying all or a portion of the outstanding Reimbursement Agreement Balance, the interest rate paid to the Developer on the outstanding principal amount of the Reimbursement Agreement Balance equal to the principal amount of PID Bonds being issued shall be the same as the interest rate on such PID Bonds. For purposes of Sections 372.023(e)(1) and (e)(2) of the PID Act, the interest rate on any portion of the Reimbursement Agreement Balance not to be paid from the proceeds of PID Bonds shall be calculated for each Certificate of Payment using the date that the Certificate of Payment is approved by the City as the date that the obligation to pay the Certification for Payment is incurred. If any portion of the Reimbursement Agreement Balance remains unpaid after the City has elected to sell PID Bonds for the purpose of paying a portion of the Reimbursement Agreement Balance, the interest rate paid to the Developer on such unpaid Reimbursement Agreement Balance shall be at the rates set forth in this

Section 3.3. The method for determining the interest rate for the unpaid balance of the Reimbursement Agreement Balance as set forth in this paragraph has been approved by the City Council and is authorized by and complies with the PID Act, including specifically subsections (e)(1) and (e)(2) of Section 372.023 of the PID Act. **THE OBLIGATION OF THE CITY TO PAY THE REIMBURSEMENT AGREEMENT BALANCE IS PAYABLE SOLELY FROM THE PID REIMBURSEMENT FUND OR FROM NET PROCEEDS FROM THE SALE OF THE PID BONDS DEPOSITED IN THE PID PROJECT FUND. NO OTHER CITY FUNDS, REVENUE, TAXES, INCOME, OR PROPERTY SHALL BE USED EVEN IF THE REIMBURSEMENT AGREEMENT BALANCE IS NOT PAID IN FULL BY THE MATURITY DATE.** Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the PID Reimbursement Fund shall be in accordance with this Agreement and shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the PID Reimbursement Fund und since the last payment. All payments from net proceeds from the sale of PID Bonds deposited in a PID Project Fund shall be made in accordance with the applicable Indenture. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

4.5 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Authorized Improvements described in the applicable Indenture. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Developer's right to receive payments each year in accordance with Section 4.4 hereof shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default"

by the City. Upon the issuance of the PID Bonds, the Developer has a duty to construct those Authorized Improvements described in the applicable Indenture. The Developer shall not be relieved of its duty to construct or cause to be constructed such Authorized Improvements even if there are insufficient funds in the PID Project Fund to pay the Actual Costs. This Agreement shall apply to all of the PID Bonds issued by the City for Improvement Area #3 and any Future Improvement Area, whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

4.6 Disbursements and Transfers at and after PID Bond Closing.

4.6.1 The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the Developer, which costs may include payment for costs of issuance of PID Bonds and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Developer as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than fifteen (15) days prior to the scheduled pricing date for the PID Bonds for payment in accordance with the provisions of the applicable Indenture.

4.6.2 In order to receive disbursements for Actual Costs of Authorized Improvements from the applicable fund under this Agreement and applicable Indenture, the Developer shall execute a Certification for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certification for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such certificate. The City shall also conduct such review

as is required in its discretion to confirm the matters certified in the Certification for Payment.

4.6.3 The Developer agrees to cooperate with the City in conducting each such review required to be made for the approval of a Certification for Payment; and, the Developer agrees to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review.

4.6.4 The Developer further agrees that sales tax will not be approved for payment under a Certification for Payment.

4.6.5 Within fifteen (15) business days following receipt of any Certification for Payment, the City shall either: (1) approve such certificate and either forward it to the trustee under the applicable Indenture for payment (if PID Bonds are issued) or process such payment from the applicable account of the PID Reimbursement Fund, or (2) provide the Developer with written notification of disapproval of all or part of such certificate, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 4.4 herein. If all or a portion of any Certification for Payment is not approved by the City, the City shall: (1) deliver the undisputed portion of the Certification for Payment to the trustee under the applicable Indenture for payment and such trustee shall make the disbursements as quickly as practicable thereafter; or, (2) process the undisputed portion of such payment from the applicable account of the PID Reimbursement Fund.

4.7 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund or the PID Project Fund. Unless approved by the City Council, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

4.8 Obligation to Pay. Subject to the provisions of Section 4.4 and 4.6, if the Developer is (1) current on payment of all taxes, assessments and fees owed to the City, and (2) in then current compliance with its obligations under (a) this Agreement, (b) all Developer Continuing Disclosure Agreements (if PID Bonds are issued and remain outstanding), and (c) the Development Agreement; then, following the inspection and approval by the City of any portion of Authorized Improvements for which Developer seeks reimbursement of the Actual Costs by submission of a Certification for Payment or Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any approved Certification for Payment or Closing Disbursement Request and to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided in any Indenture.

4.9 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans and in accordance with this Agreement and any other agreement between the Parties related to property in the PID. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with City ordinances, City regulations, and generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with City ordinances, City regulations, and generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements.

Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

4.10 Security for Authorized Improvements. Prior to completion and conveyance to the City of any Authorized Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two (2) years from the date of final acceptance of the applicable Authorized Improvements. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company for just cause regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

4.11 Ownership and Transfer of Authorized Improvements. The Developer shall furnish to the City a preliminary title report for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Authorized Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the reasonable satisfaction of the City.

4.12 Remaining Funds After Completion of an Authorized Improvement. Upon the entering into final construction contracts for an Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the budgeted cost as shown in Exhibit B to the SAP, as the same may be updated by the City, (a "Cost Underrun"), any remaining budgeted cost will be available to pay Cost

Overruns on any other Authorized Improvement. Additionally, upon the final completion of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, any Cost Underrun will be available to pay Cost Overruns on any other Authorized Improvement. A City Representative shall promptly confirm to the Administrator (as defined in the SAP) that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements. Any Cost Underrun for any Authorized Improvement is available to pay Cost Overruns on any other Authorized Improvement and may be added to the amount approved for payment in any Certification for Payment, as agreed to by the Developer, the Administrator and the City Representative.

4.13 Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as “Change Orders”) required for the construction of an Authorized Improvement. The Developer or its contractors may approve and implement any Change Orders even if such Change Order would increase the Actual Cost of an Authorized Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such Change Orders except to the extent amounts are available pursuant to Section 4.12 hereof. If any Change Order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under the Development Agreement, then such revisions made by an engineer must be submitted to the City for approval by the City’s engineer prior to execution of the Change Order.

SECTION 5. ADDITIONAL PROVISIONS

5.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

5.2 Developer Contribution to City for Maintenance and Repair of Authorized Improvements. Upon receipt of payment of the first Certification for Payment related to PID Bonds for Improvement Area #3, if and when issued by the City, the Developer shall make the first of two deposits with the City in the amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000) to be used by the City for the sole purpose of paying costs and expenses of major repairs and emergency maintenance of Authorized Improvements within the PID. The Developer

further agrees to make the second and final deposit with the City in the amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000) upon receipt of payment of the first Certification for Payment for the next series of PID Bonds, if and when issued by the City, to be used by the City for the sole purpose of paying costs and expenses of major repairs and emergency maintenance of Authorized Improvements within the PID. The City and the Developer agree and acknowledge that if no PID Bonds are issued by the City after the Effective Date of this Agreement, the Developer shall have no obligation to make the deposits described in this Section 5.2.

5.3 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City shall have the right to examine and approve the contractor selected by the Developer prior to executing a construction contract with the contractor, which approval shall not be unreasonably delayed or withheld.

5.4 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

5.5 Audit. The City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements or after the expenditure of all PID Bond Proceeds, whichever is later, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and

accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

5.6 Developer's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

5.7 PID Administration and Collection of Assessments. If the City designates an Administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer upon request with a copy of the agreement between the City and the Administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. During the term of this Agreement, the City shall notify the Developer of any change of Administrator or third-party collection of the Assessments.

5.8 Representations and Warranties.

5.8.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) any information provided by the Developer for inclusion in a disclosure document for an issue of PID Bonds will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (4) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (5) this Agreement is binding upon the Developer in accordance with its terms; and (6) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

5.8.2 If in connection with the issuance of PID Bonds the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the Internal Revenue Code, the Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its

Tax Certificate. The Developer represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of any proceeds from the sale of PID Bonds (including, but not limited to, the use of the Authorized Improvements), the Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds or use of the Authorized Improvements financed with PID Bonds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

5.8.3 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

5.9 Default/Remedies.

5.9.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

5.9.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided that, except as otherwise provided in this Agreement, no default by the Developer shall entitle the City to terminate this Agreement or to withhold payments to the Developer in accordance with this Agreement, the Development Agreement, and any Indenture, as applicable. Notwithstanding the foregoing, in the event the Developer

attempts to transfer its interests in this Agreement in violation of Section 5.11 of this Agreement, the City, in its sole discretion shall have the right to terminate this Agreement.

5.9.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

5.9.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

5.10 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The City shall not be deemed to waive any defenses or immunities, whether sovereign, governmental, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

5.11 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund or from PID Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3)

the City being subjected to additional reporting or recordkeeping duties. In addition, no Transfer, whether with or without the City's prior consent, shall (i) increase the liability of, or impose additional liabilities upon, or (ii) increase the duties or expenses of, or impose additional duties or expenses upon, the City beyond what is specifically provided for herein. Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

5.12 Qualified Tax-Exempt Status. In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section 5.12 if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section 5.12 into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than August 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

In the event the City issues PID Bonds prior to the issuance of City Obligations, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing of the PID Bonds (the "Estimated Additional Costs"), and the City shall provide a written invoice to the Developer. Unless otherwise agreed to in writing by the City, the Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City's invoice and (ii) five (5) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the

City of issuing its City Obligations as non-QTEO (the "Actual Increased Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs, the Developer shall not be reimbursed for any Developer Advances until such payment is made in full.

In the event the City issues City Obligations prior to the issuance of PID Bonds, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately twenty (20) days prior to the date of the pricing of the City Obligations (the "Estimated Additional City Obligation Costs"), and the City shall provide a written invoice to the Developer. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least ten (10) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased City Obligation Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If

the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be reimbursed for any Developer Advances until such payment is made in full.

To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the proportion set forth in the next paragraph, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

The City shall charge Additional Costs attributable to any other developer or owner on whose behalf the City has issued debt in the same manner as described in this Section 5.12, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total PID Bond Proceeds from any debt issued on behalf of the Developer in such calendar year by the total PID Bond Proceeds from any debt issued by the City for the benefit of all owners or developers (including the Developer) in such calendar year.

If in any calendar year the City issues City Obligations or PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, then no Additional Costs shall be due from the Developer in connection with such PID Bonds. The Additional Costs incurred with respect to such PID Bonds shall be allocated as described above, and if any Additional Costs had already been paid by the Developer to the City for such calendar

year, then such excess of Additional Costs shall be reimbursed to the Developer within five (5) business days of the issuance of such City Obligations or PID Bonds, as applicable.

5.13 Estoppel Certificate. From time to time upon written request of the Developer, the City Administrator will execute a written estoppel certificate (1) identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

5.14 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Rockwall County, Texas.

5.15 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested; (3) upon delivery by personal delivery or by courier service, or (4) upon dispatch by electronic mail if such dispatch occurs between the hours of 9:00 a.m. and 5:00 p.m., Central Standard Time.

To the City: Attn: City Administrator
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
E-mail: lisa@mclendon-chisholm.com
TEL: (972) 524-2077

With a copy to: Attn: Michael Halla,
City of McLendon-Chisholm Attorney
12655 North Central Expressway, Ste. 1000
Dallas, Texas 75243
E-mail: mhalla@hallalawfirm.com
TEL: (469) 518-0872

And to: Attn: Chris Settle
McCall, Parkhurst, & Horton, LLP

City of McLendon-Chisholm Bond Counsel
717 North Harwood, Suite 900
Dallas, Texas 75201
E-mail: csettle@mphlegal.com
TEL: (214) 754-9237

To the Developer: Attn: Phillip Duncan
Land Solutions SV, LLC
15441 Knoll Trail, Suite 150
Dallas, Texas 75248
E-mail: pduncan@taylorlorduncan.com
TEL: (972) 325-1405

With a copy to: Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com
TEL: (214) 328-1101

Any Party may change its address by delivering notice of the change in accordance with this section.

5.16 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound: (1) first, the provisions and intent of any applicable Indenture shall control, (2) second, the provisions and intent of this Agreement shall control subject only to the terms of any applicable Indenture, (3) third, the provisions and intent of the Development Agreement shall control subject only to (1) and (2). This Agreement may only be amended by written agreement of the Parties.

5.17 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

5.18 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

5.19 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

5.20 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

5.21 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

5.22 No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

5.23 Employment of Undocumented Workers. During the term of this Agreement, and to the extent required under State law, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the taxes abated herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

[Remainder of page left blank intentionally. Signature pages follow.]

CITY OF MCLENDON-CHISHOLM, TEXAS

By: _____
Keith Short, Mayor

ATTEST:

By: _____
Shelly Green, Interim City Secretary

LAND SOLUTIONS SV LLC,
A Delaware limited liability company

By: _____

Name: _____

Title: _____

DEVELOPER SIGNATURE PAGE TO REIMBURSEMENT AGREEMENT

1509.010\91575.9

EXHIBIT A

FORM OF CERTIFICATION FOR PAYMENT

The undersigned is an agent for LAND SOLUTIONS SV LLC, a Delaware limited liability company (the "Developer") and requests the City of McLendon-Chisholm, Texas (the "City") approve payment from the **[Improvement Area # ____ Bond Improvement Account of the PID Project Fund] [PID Reimbursement Fund]** in the amount of _____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Sonoma Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement – Sonoma Public Improvement District, dated **[February 9, 2021]**, between the Developer and the City (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the SAP.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the SAP, and the Development Agreement.
5. The Developer has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity the Developer controls owes, located in the Sonoma Public Improvement District and has no outstanding delinquencies for such assessments.
6. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

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

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment) has been completed and the City has accepted such Authorized Improvements (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or segment).

9. The Developer confirms that based on all prior amounts paid to Developer from the PID Reimbursement Fund as of the date of this Certification for Payment and based on the percentage of completion of the Authorized Improvements as of the date of this Certification for Payment as verified by the City payment of the amounts requested in this Certification for Payment, taking into account all prior payments for the Authorized Improvements and the amount of work related to the Authorized Improvements remaining to be completed as of the date of this Certification for Payment will not cause the amounts on deposit in the PID Reimbursement Fund to fall below the amount necessary to complete the remaining Authorized Improvements taking into account the amounts available to the Developer under its private loan, a line of credit and/or any other form acceptable to the City.

Payments requested are as follows:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment / Wire Instructions

Attached hereto are invoices, cancelled checks, receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

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

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

LAND SOLUTIONS SV LLC,
A Delaware limited liability company

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment [and shall include said payments in the City Order (as defined in the Indenture) submitted to the Trustee directing payments to be made from the applicable fund in accordance with the Indenture][and approves direct payment to be made from the PID Reimbursement Fund] to the Developer or to any person designated by the Developer.

CITY OF MCLENDON-CHISHOLM, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B
FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for LAND SOLUTIONS SV LLC, a Delaware limited liability company (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the applicable account of the Project Fund from _____ (the "Trustee") in the amount of _____ (\$_____) to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Sonoma Public Improvement District (the "District") and costs associated with the issuance of PID Bonds, as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement between the Developer and the City (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the PID and/or costs of issuance of the PID Bonds at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the PID and costs associated with the issuance of PID Bonds at the time of the delivery of the PID Bonds, and such costs are in compliance with the SAP.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the SAP, and the Indenture.
5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

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

LAND SOLUTIONS SV LLC,
A Delaware limited liability company

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Order submitted to the Trustee directing payments to be made from the applicable account under the Indenture upon delivery of the PID Bonds.

CITY OF MCLENDON-CHISHOLM, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MCLENDON-CHISHOLM, TEXAS

ORDINANCE NO. 2021-

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF MCLENDON-CHISHOLM, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (SONOMA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of McLendon-Chisholm, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, has previously established the "Sonoma Public Improvement District" (the "District"); and

WHEREAS, pursuant to the PID Act, the City Council of the City (the "Council") published notice of the assessment hearing in a newspaper of general circulation in the City, and held a public hearing on February 9, 2021, regarding the levy of special assessments within the District, and on such date, the Council adopted an ordinance levying such special assessments (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Service and Assessment Plan (as defined in the Assessment Ordinance) relating to the District and levied the Assessments against the Improvement Area #3 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project)" (the "Bonds"), such Bonds to be payable from and secured by the Pledged Revenues; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments for the purpose of (i) paying the Improvement Area #3 Project Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Administrative Expenses, and (iii) paying Bond Issuance Costs; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds for the purposes described herein, (ii) the form, terms and provisions of the Indenture (defined below) securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Purchase Agreement (defined below) between the City and the Underwriter (defined below), (iv) a Limited Offering Memorandum (defined below), and (v) a Continuing Disclosure Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, THAT:

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture.

Section 2. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of \$_____ for the purpose of (i) paying the Improvement Area #3 Project Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Administrative Expenses, and (iii) paying Bond Issuance Costs, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture"), dated as of February 15, 2021, between the City and Wilmington Trust, National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues and other assets of the Trust Estate pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Purchase Agreement are hereby authorized and approved and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Purchase Agreement. The Mayor's or Mayor Pro Tem's signature on the Purchase Agreement may be attested by the City Secretary.

Section 4. Limited Offering Memorandum. The form and substance of the final Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment

thereto (the "Limited Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered is hereby approved and adopted in all respects. The Limited Offering Memorandum, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum (as defined in the Purchase Agreement) and the Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. The City deems the Preliminary Limited Offering Memorandum final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum pertaining to the Improvement Area #3 Projects, the Developer or its financial ability, any builders, any landowners or the appraisal of the property in the District.

Section 5. Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City, P3Works, LLC and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

Section 6. Additional Actions. The Mayor, the Mayor Pro Tem, the City Administrator and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Administrator and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

Section 8. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

Ordinance No. 2021-
Adopted 02.09.21

Exhibit A

INDENTURE OF TRUST

A-1

Ordinance No. 2021-
Adopted 02.09.21

Exhibit B

BOND PURCHASE AGREEMENT

B-1

Ordinance No. 2021-
Adopted 02.09.21

Exhibit C

CONTINUING DISCLOSURE AGREEMENT

C-1

INDENTURE OF TRUST

By and Between

CITY OF MCLENDON-CHISHOLM, TEXAS

and

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

DATED AS OF FEBRUARY 15, 2021

SECURING

\$_____

**CITY OF MCLENDON-CHISHOLM, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)**

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INDENTURE OF TRUST

THIS INDENTURE, dated as of February 15, 2021, is by and between the CITY OF MCLENDON-CHISHOLM, TEXAS (the "City"), and Wilmington Trust, National Association, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, on July 5, 2007, a petition (the "Petition") was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act" or "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as Sonoma Public Improvement District (the "District"); and

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

WHEREAS, on September 10, 2007, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the Act and on September 10, 2007, the City Council made the findings required by Section 372.009(b) of the Act and, by Resolution 2007-21, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of Resolution 2007-21, the City published notice of its authorization of the District in a newspaper of general circulation in the City; and

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

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

WHEREAS, the City Council convened the public hearing on February 9, 2021, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the

Assessments, the allocation of Improvement Area #3 Project Costs, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, at the February 9, 2021 public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Improvement Area #3 Project Costs, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, the City Council closed the public hearing and, after considering all written and documentary evidence presented at the public hearing, including all written comments and statements filed with the City, at the meeting held on February 9, 2021, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Assessment Roll and levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments for the purpose of (i) paying the Improvement Area #3 Project Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Administrative Expenses, and (iii) paying Bond Issuance Costs; and

WHEREAS, the City Council now desires to issue its revenue bonds, in accordance with the Act, such bonds to be designated "City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project)" (the "Bonds"), such Bonds being payable solely from the Trust Estate and for the purposes set forth in this preamble; and

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

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

FIRST GRANTING CLAUSE

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

SECOND GRANTING CLAUSE

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

THIRD GRANTING CLAUSE

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

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

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

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

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

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

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

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

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

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

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

"*Administrative Expenses*" means the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the Act and codes with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (x) administering the construction of the Improvements, and (xi) costs and expenses, if any, associated with major repairs and emergency maintenance of the Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administrative Expenses.

"*Administrative Fund*" means that Fund established by Section 6.1 and administered pursuant to Section 6.9.

"*Administrator*" means an employee or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

"*Annual Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bond Fund), assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"*Annual Installment*" means, with respect to each Assessed Property, each annual payment of: (i) the principal of and interest on the Assessments as shown on the Assessment Roll or in an Annual Service Plan Update, and as shown in Exhibit H-2 to the Service and Assessment Plan, and calculated as provided in Section VI of the Service and Assessment Plan, (ii) Administrative Expenses and (iii) the Additional Interest.

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

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

"*Assessed Property*" means the property located in Improvement Area #3 that benefits from the Improvement Area #3 Projects, and is defined as the "Improvement Area #3 Assessed Property" in the Service and Assessment Plan.

"*Assessment Ordinance*" means the ordinance adopted by the City Council on February 9, 2021, as may be amended or supplemented, that levied the Assessments on the Assessed Property.

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

"*Assessment Roll*" means the "Improvement Area #3 Assessment Roll", as defined in the Service and Assessment Plan, which document is attached to the Service and Assessment Plan as Exhibit H-1, as updated, modified or amended from time to time.

"*Assessments*" means an assessment levied against Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #3 Projects.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means \$25,000 and any integral multiple of \$5,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than \$25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. Notwithstanding the foregoing, Authorized Denominations shall also include Bonds issued in \$5,000 in principal amount and integral multiples of \$5,000 in the following instances:

(A) any Bonds or any portion thereof that have been redeemed in part or (B) any Bonds or any portion thereof that have been defeased in part.

"*Authorized Improvements*" mean those public improvements described in Section III and Exhibit B to the Service and Assessment Plan and any future updates and/or amendments.

"*Bond*" means any of the Bonds.

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

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

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

"*Bond Ordinance*" means the ordinance adopted by the City Council on February 9, 2021 authorizing the issuance of the Bonds pursuant to this Indenture.

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

"*Bond Year*" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project)" and, in the event the City issues Refunding Bonds pursuant to Section 13.2 hereof, the term "Bonds" shall include such Refunding Bonds.

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

"*Capitalized Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Certification for Payment*" means, with respect to payment or reimbursement of Improvement Area #3 Project Costs, a certificate substantially in the form of Exhibit A attached to the Reimbursement Agreement and executed by a Person approved by the City Representative that is delivered to the City Representative and the Trustee specifying the amount of work performed and the Improvement Area #3 Project Costs thereof, and requesting payment for such Improvement Area #3 Project Costs from money on deposit in the Improvement Area #3 Bond

Improvement Account of the Project Fund as further described in the Reimbursement Agreement and Section 6.5 of this Indenture.

"*City Order*" means written instructions signed by the City Representative and delivered to the Trustee.

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

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

"*Comptroller*" means the Comptroller of Public Accounts of the State.

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

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

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

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

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

"*Delivery Date*" means March 2, 2021, which is the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

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

"*Developer*" means Land Solutions SV LLC, a Delaware limited liability company, and any successor thereto.

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

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

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

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

"*Improvement Area #3*" means that portion of the District generally described in Section II of the Service and Assessment Plan, generally shown in Exhibit A-5 to the Service and Assessment Plan and specifically described in Exhibit N-2 to the Service and Assessment Plan.

"*Improvement Area #3 Bond Improvement Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*Improvement Area #3 Improvements*" means the Authorized Improvements which only benefit the property located in the Improvement Area #3 and are described in Section III.A.4. and Exhibit I-4 to the Service and Assessment Plan.

"*Improvement Area #3 Project Costs*" means the Actual Costs, as defined in the Service and Assessment Plan (excluding Administrative Expenses), solely for the Improvement Area #3 Projects.

"*Improvement Area #3 Projects*" means, collectively, (1) the pro rata portion of the Major Improvements allocable to Improvement Area #3 and (2) the Improvement Area #3 Improvements.

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

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

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

"*Interest Payment Date*" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing September 15, 2021.

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

"*Major Improvements*" means the Authorized Improvements that confer special benefit to the entire District, and as further described in Section III.A.1. and depicted on Exhibit G-2 to the Service and Assessment Plan.

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

"*Minor Amount Redemption*" means a redemption pursuant to Section 4.4 of this Indenture of a principal amount of Bonds redeemed that is less than ten percent (10%) of the Outstanding principal amount of the Bonds.

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

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

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

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

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

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

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

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

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

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

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

"*Purchaser*" means the initial purchaser of the Bonds.

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

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

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

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

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

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

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

"*Reimbursement Agreement*" means the PID Reimbursement Agreement - Sonoma Public Improvement District, by and between the City and the Developer, dated as of February 9, 2021, as may be amended and supplemented from time to time.

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

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

"*Reserve Fund Obligations*" means cash or Investment Securities.

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, and (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to Section 6.7(c); and provided further that as a result of (1) an optional redemption pursuant to Section 4.3 of this Indenture or (2) an extraordinary optional redemption pursuant to Section 4.4 of this Indenture, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the Delivery Date, the Reserve Account Requirement is \$_____, which is an amount equal to the Reserve Account Requirement defined above.

"*Service and Assessment Plan*" means the Sonoma Public Improvement District Amended and Restated Service and Assessment Plan, which is attached as Exhibit A to the Assessment Ordinance, as may be updated, amended and supplemented from time to time.

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

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

"*State*" means the State of Texas.

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

"*Substantial Amount Redemption*" means a redemption of Bonds pursuant to Section 4.4 of this Indenture of a principal amount of Bonds redeemed that is greater than or equal to ten percent (10%) of the Outstanding principal amount of the Bonds.

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

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

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

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

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price.

Section 1.2. **Findings.**

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

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

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

Section 1.4. **Interpretation.**

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

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

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

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

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

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

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

Section 2.2. Limited Obligations.

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

Section 2.3. Authorization for Indenture.

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

agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

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

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying the Improvement Area #3 Project Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Administrative Expenses, and (iii) paying Bond Issuance Costs.

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

(a) The Bonds shall be dated February 15, 2021 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Delivery Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below, or on a date of earlier redemption, or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing September 15, 2021, computed on the basis of a 360-day year of twelve 30-day months.

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

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

20__		

20__		

20__		

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

Section 3.3. **Conditions Precedent to Delivery of Bonds.**

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

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

Section 3.4. **Medium, Method and Place of Payment.**

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

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

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

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

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

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

Section 3.5. Execution and Registration of Bonds.

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

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before

the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

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

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

Section 3.6. Ownership.

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

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

Section 3.7. Registration, Transfer and Exchange.

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

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

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

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

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

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

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8. Cancellation.

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

Section 3.9. Temporary Bonds.

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

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

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

Section 3.10. Replacement Bonds.

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

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

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

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

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

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

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

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

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

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

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

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's

obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

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

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

Section 3.13. Payments to Cede & Co.

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

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

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

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds maturing on September 15 in the years 20__, 20__, 20__ and 20__ (collectively, the "Term Bonds"), are subject to mandatory sinking fund redemption prior to their

respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 15, 20__

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

Term Bonds Maturing September 15, 20__

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

Term Bonds Maturing September 15, 20__

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

Term Bonds Maturing September 15, 20__

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

* Stated maturity.

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

(c) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least thirty (30) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least thirty (30) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

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

Section 4.4. Extraordinary Optional Redemption.

In the event of a Prepayment, or if any other transfers are made into the Redemption Fund under the terms of this Indenture, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates or optional redemption date specified in Section 4.3 hereof, in whole or in part, on any date, from amounts on deposit in the Redemption Fund, at the Redemption Price.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4 hereof, Bonds shall be redeemed in minimum principal amounts of \$5,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the principal amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

(b) If less than all of the Bonds are called for optional redemption pursuant to Section

4.3 hereof, the Trustee shall rely on directions provided in a City Order in selecting the Bonds to be redeemed.

(c) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds shall be redeemed in inverse order of maturity.

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

Section 4.6. Notice of Redemption to Owners.

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

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

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

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

Section 4.7. Payment Upon Redemption.

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

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

Section 4.8. Effect of Redemption.

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

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

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

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

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

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

Section 5.2. Form of the Bonds.

(a) Form of Bond.

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

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$_____

CITY OF MCLENDON-CHISHOLM, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 15, 20__	March 2, 2021	_____

The City of McLendon-Chisholm, Texas (the "City"), for value received, hereby promises to pay, solely from the Pledged Revenues, to

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

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing September 15, 2021.

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

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Wilmington, Delaware (the "Designated Payment/Transfer Office"), of Wilmington Trust, National Association, as trustee and paying agent/registrar (the "Trustee"), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered

owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

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

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated as of February 15, 2021, and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of February 15, 2021 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying the Improvement Area #3 Project Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Administrative, and (iii) paying Bond Issuance Costs.

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

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

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

The Bonds are issuable as fully registered bonds only in denominations of \$25,000 and any multiple of \$5,000 in excess thereof ("Authorized Denominations"). Except to the extent permitted by the Indenture, the City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$25,000, and any attempt to do so will be void and of no effect. Notwithstanding the foregoing, (A) if necessary to effectuate or as a result of the partial redemption of any Bond, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000 may be authorized, or (B) the Bonds or any portion thereof is defeased, the Bonds or portion thereof defeased may be authorized in denominations of \$5,000 or any integral multiple thereof.

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

Term Bonds Maturing September 15, 20__

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

Term Bonds Maturing September 15, 20__

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

Term Bonds Maturing September 15, 20__

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

Term Bonds Maturing September 15, 20__

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

* Stated maturity.

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

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to the Indenture shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least thirty (30) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least thirty (30) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

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

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

If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in minimum principal amounts of \$5,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the principal amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

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

If less than all of the Bonds are called for Extraordinary Optional Redemption, the Bonds to be redeemed shall be selected in the following manner:

- (i) with respect to a Substantial Amount Redemption (as defined in the Indenture), the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and
- (ii) with respect to a Minor Amount Redemption (as defined in the Indenture), the Outstanding Bonds shall be redeemed in inverse order of maturity.

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

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

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any

predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

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

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

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

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

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

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

City Secretary

Mayor

(City Seal)

(b) Form of Comptroller's Registration Certificate.

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

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

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed by:

Authorized Signatory

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

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

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

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

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

20__		

20__

20__

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

Section 5.3. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by S&P Global Markets Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. Except as authorized under Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than \$25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers. Notwithstanding the foregoing, (A) if necessary to effectuate or as a result of the partial redemption of any Bond, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000 may be authorized, or (B) the Bonds or any portion thereof is defeased, the Bonds or portion thereof defeased may be authorized in denominations of \$5,000 or any integral multiple thereof, and CUSIP numbers may be assigned to such denominations in each of the foregoing instances.

Section 5.4. Legal Opinion.

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

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

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

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

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

(b) Creation of Accounts and Subaccounts.

Bond Fund:

- (i) The following Accounts are hereby created and established under the
 - (A) Capitalized Interest Account; and
 - (B) Principal and Interest Account.

Reserve Fund:

- (ii) The following Accounts are hereby created and established under the
 - (A) Reserve Account; and
 - (B) Delinquency and Prepayment Reserve Account.

Project Fund:

- (iii) The following Accounts are hereby created and established under the
 - (A) Improvement Area #3 Bond Improvement Account; and
 - (B) Costs of Issuance Account.

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

- (A) Bond Pledged Revenue Account.

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

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

Section 6.2. Initial Deposits to Funds and Accounts.

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

- (i) to the Capitalized Interest Account of the Bond Fund: \$_____;
- (ii) to the Reserve Account of the Reserve Fund \$_____, which is equal to the initial Reserve Fund Requirement;
- (iii) to the Costs of Issuance Account of the Project Fund: \$_____;
- (iv) to the Improvement Area #3 Bond Improvement Account of the Project Fund: \$_____; and
- (v) to the Administrative Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) Periodically upon receipt thereof, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than the portion of the Assessments and Annual Installments allocated to the payment of Administrative Expenses and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with Section 6.9 hereof. Specifically, following the initial deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund, an amount sufficient to pay debt service on the Bonds next coming due, and (ii) second, if necessary, to the Reserve Account of the Reserve Fund, an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in Section 6.7 hereof and, immediately following the initial deposit to the Pledged Revenue Fund, prior to any other transfers or deposits being made under this Section 6.3(a), if the Delinquency and Prepayment Reserve Account of the Reserve Fund does not contain the Delinquency and Prepayment Reserve Requirement and Additional Interest is collected, then all such Additional Interest will be transferred into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement is met. In addition, in the event the City owes Rebataable Arbitrage to the United States Government pursuant to Section 6.8 hereof, the City shall provide written direction to the Trustee to transfer to the Rebate Fund, prior to any other transfer under this Section 6.3(a), the full amount of Rebataable Arbitrage owed by the City, as further described in Section 6.10(f) hereof. If any funds remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such excess funds for any one or more of the following purposes: (i) pay Improvement Area #3 Project Costs, (ii) pay other costs permitted by the PID Act, or (iii) deposit such excess into the Redemption Fund to redeem Bonds as provided in Article IV. Along with each transfer to the Trustee, the City shall provide a certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

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

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

(d) The Trustee shall, pursuant to a City Order, transfer Prepayments to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 hereof promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Promptly after the deposit of Foreclosure Proceeds into the Pledged Revenue Fund, the Trustee shall transfer such Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement and second, to replenish the Delinquency and Prepayment Reserve Requirement), and second, to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4.

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

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

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

(c) Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on September 15, 2021. Any amounts on deposit to the Capitalized Interest Account after the foregoing payments shall be transferred to the Improvement Area #3

Bond Improvement Account of the Project Fund, or if the Improvement Area #3 Bond Improvement Account of the Project Fund has been closed as provided in Section 6.5(d), such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1.

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

(c) Except as provided in Section 6.5(d) and (f), money on deposit in the Improvement Area #3 Bond Improvement Account of the Project Fund shall be used solely to pay Improvement Area #3 Project Costs.

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

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

(f) Upon the filing of a City Order stating that all Improvement Area #3 Projects have been completed and that all Improvement Area #3 Project Costs have been paid, or that any Improvement Area #3 Project Costs are not required to be paid from the Improvement Area #3

Bond Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Area #3 Bond Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Order filed with the Trustee; provided, however, that the City shall not file a City Order pursuant to this Section if the Developer has submitted a Certification for Payment to the City requesting payment from the Improvement Area #3 Bond Improvement Account of the Project Fund and the City has not yet completed its review of such Certification for Payment. Upon such transfers, the Improvement Area #3 Bond Improvement Account of the Project Fund shall be closed.

(g) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Improvement Area #3 Bond Improvement Account of the Project Fund and used to pay Improvement Area #3 Project Costs or, if no Improvement Area #3 Project Costs remain to be funded, to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Order filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

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

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate and, when accumulated, maintain in the Reserve Account an amount equal to not less than the Reserve Account Requirement. Amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purposes set forth in this Indenture. The Trustee will transfer from the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account on March 15 of each year, commencing March 15, 2022, an amount the City confirms to the Trustee is equal to the Additional Interest until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account; provided, however, that at any time the amount on deposit in the Delinquency and Prepayment Reserve Account is less than Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has accumulated in the Delinquency and Prepayment Reserve Account. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan unless and until it receives a City Order directing that a different amount be used. The Additional Interest shall continue to be collected and deposited pursuant to this Section 6.7 until the Bonds are no longer Outstanding.

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

(c) In the event of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4, the Trustee, pursuant to prior written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$5,000, from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

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

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

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

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

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

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

Section 6.8. Rebate Fund: Rebatable Arbitrage.

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

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

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

(d) The first calculation to determine whether Rebatable Arbitrage is owed to the United States Government (each, a "Rebate Calculation") will be done on the date that is five years from the Delivery Date, and each subsequent Rebate Calculation will be done, at a minimum, (i) on the same date every five years thereafter and (ii) on the date the Bonds have been paid in full, either as a result of maturity or prior redemption. The City shall provide the

Trustee with a City Order in connection with each Rebate Calculation made pursuant to this Section, and each City Order shall include a copy of the Rebate Calculation and shall state whether or not the City owes Rebataable Arbitrage to the United States Government.

(e) In the event it is found, after a Rebate Calculation has been done pursuant to this Section, that the City owes Rebataable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebataable Arbitrage owed by the City. Such City Order shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the funds shall be transferred. If the final Rebate Calculation shows that the City owes Rebataable Arbitrage to the United States Government, and there are insufficient funds in the Pledged Funds to pay such Rebataable Arbitrage, the Trustee shall notify the City of such insufficiency, and the City shall transfer to the Trustee an amount equal to such insufficiency for deposit into the Rebate Fund within five (5) Business Days of receiving notice from the Trustee.

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

Section 6.9. Administrative Fund.

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

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

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account, other than the Reserve Fund, shall be invested by the Trustee in Investment Securities as directed by the City pursuant to a City Order filed with the Trustee; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Order filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Order shall be a certification, upon which the Trustee may conclusively rely without investigation or inquiry, that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing

investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to invest and re-invest cash balances in Morgan Stanley, Fidelity or Federated family of funds, but only so long as such funds are authorized investments and permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, and only so long as such investments constitute Investment Securities and the money required to be expended from any Fund will be available at the proper time or times.

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

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the legality of any investments.

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

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

(f) In the event it is found, after a Rebate Calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebateable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the

investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebataable Arbitrage owed by the City. The City Order shall specify the amount to the transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

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

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

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

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding and amounts are due to the Developer under the Reimbursement Agreement to reimburse it for funds it has contributed to pay reimbursable Improvement Area #3 Project Costs, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments.

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

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

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Administrative Expenses in connection with its covenants and

agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. Against Encumbrances.

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

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

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any Bonds are Outstanding and amounts are due to the Developer under the Reimbursement Agreement to reimburse the Developer for funds the Developer has contributed to pay reimbursable Improvement Area #3 Project Costs, the City will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than twenty (20) days after the City receives such request.

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

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

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

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

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

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

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

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

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

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

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

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

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to

90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

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

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

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or

other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. Liability of City.

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

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

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

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

(e) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond

Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the Act. Any such claim shall be payable only from Pledged Revenues. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

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

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

ARTICLE IX

THE TRUSTEE

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

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

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

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction by the Owners against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to deliver any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund and Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Project.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

(a) The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Order, unless other evidence in respect thereof be hereby specifically prescribed. Such City Order shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, all pursuant to a City Order and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Order, and the Trustee shall have a lien therefor on

any and all funds at any time held by it hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 60 days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time on thirty (30) days' advance written notice to the Trustee by (i) the Owners of at least a majority of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the Bonds.

Section 9.10. Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 25% of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

(c) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing

from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee To File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. The Trustee is not responsible for the initial filing of any financing statements.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of the Bonds of at least a majority of the aggregate principal amount of the Bonds then Outstanding and the City's approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate, or any portion thereof, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except for the issuance of Refunding Bonds or as otherwise permitted by Applicable Laws or this Indenture), or (iii) reduce the percentage of Owners of the Bonds required for the amendment hereof. Any such amendment shall not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law, and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

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

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to set forth additional provisions, if deemed necessary or advisable, in connection with the issuance of Refunding Bonds permitted under the terms of this Indenture; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting, to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting; provided, however, that the same may not conflict with the terms of this Indenture. Without limiting the generality of the immediately preceding sentence, such rules and regulations may not reduce the percentage of Owners of Bonds required for the amendment of this Indenture as provided herein.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture, a notice shall have been mailed as hereinafter in this Section provided, and the City has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Procedure for Amendment Not Requiring Owner Consent.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. The City shall direct the Trustee to provide a copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, mailed by first class mail to each Owner of Bonds, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds as of the date of such execution and delivery.

Section 10.5. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.7. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.8. Waiver of Default.

With the written consent of the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.9. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

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

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

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture, other than a default under (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and which shall give such notice at the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than one hundred eighty (180) days after such notice; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding hereunder shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

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

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing as provided in Section 11.1, or of which by such Section it is deemed

to have notice, (ii) such default has become an Event of Default and the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

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

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

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

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

The Trustee shall make payments to the Owners pursuant to this Section 11.4 not later than thirty (30) days after receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or

partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Full compliance with any provision in this Article for the mailing of a notice or other document to Owners shall be deemed to have occurred if the notice is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

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

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and

any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. General.

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

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Other Obligations or Other Liens; Refunding Bonds.

(a) The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding any contrary provision of this Indenture, the City shall not issue additional bonds, notes or other obligations under this Indenture, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State.

Section 13.3. **Books of Record.**

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Trust Estate and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

**PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE
INDENTURE**

Section 14.1. **Trust Irrevocable.**

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. **Satisfaction of Indenture.**

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. **Bonds Deemed Paid.**

(a) Any Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability, without

reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds and shall not be part of the Trust Estate. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

(c) Until all Defeased Debt shall have become due and payable, the Trustee and the Paying Agent/Registrar each shall perform the services of Trustee and Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Indenture.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the

City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. No Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City

City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
Attn: City Administrator
Telephone: (972) 837-0318

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

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Dayna Smith
Telephone: (972) 383-3154

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Owner of a Bond notice of the redemption or defeasance of all Bonds Outstanding.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that anyone or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of the State of Israel; No Terrorist Organization.

(a) In *Amawi v. Pflugerville Independent School District* (1:18-cv-01091), the United States District Court for the Western District of Texas issued a preliminary injunction (the "NBI

Injunction") preventing the defendants (including the State) from enforcement of Texas Government Code §2271.001 et. seq. or any "No Boycott of Israel" clause in any state contract. On May 7, 2019, H.B. 793, 86th Texas Legislature, Regular Session, became law, amending Texas Government Code, §2271.001 et. seq. On May 10, 2019, the State Attorney General filed a Motion to Stay the NBI Injunction with the United States Court of Appeals for the Fifth Circuit. In light of the foregoing recent developments, the following representation is provided by the Trustee to avoid any uncertainty regarding the authority of the City to enter into this Indenture.

(b) The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

(c) The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2271.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF MCLENDON-CHISHOLM

By: _____
Mayor

Attest:

City Secretary

(City Seal)

City Signature Page to Indenture of Trust

S-1

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Trustee Signature Page to Indenture of Trust

S-2

\$(PAR AMOUNT)
CITY OF MCLENDON-CHISHOLM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3
PROJECT)

BOND PURCHASE AGREEMENT

February 9, 2021

City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, Texas 75032

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of McLendon-Chisholm, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and Wilmington Trust, National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$(PAR AMOUNT) aggregate principal amount of the “City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project)” (the “Bonds”), at a purchase price of \$_____ (representing the aggregate principal amount of the Bonds, less an Underwriter’s discount of \$_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges

and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, and (v) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (MSRB), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #3 Projects (as defined in the Service and Assessment Plan) financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated February 15, 2021 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on February 25, 2021 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an Ordinance enacted by the City Council of the City (the "City Council") on February 9, 2021 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of February 15, 2021, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the "Assessments") levied on the assessable parcels within Improvement Area #3 of the Sonoma Public Improvement District (the "District"). The District was established by Resolution No. 2007-21 (the "Creation Resolution"), enacted by the City Council on September 10, 2007, in accordance with the Act. An amended and Restated Service and Assessment Plan (the "Service and Assessment Plan") which sets forth the costs of the Improvement Area #3 Projects and the method of payment of the Assessments was adopted pursuant to an ordinance of the City Council adopted on February 9, 2021 (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents").

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying the Improvement Area #3 Projects (as defined in the Indenture) Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Administrative Expenses, and (iii) paying Bond Issuance Costs.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds. On or before the fifth (5th) business day prior to Closing, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated January 28, 2021 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the Municipal Securities Rulemaking Board (“MSRB”) Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Limited Offering Memorandum.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

(c) Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the offering and the sale of

the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum.

(1) If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law. If such notification shall be subsequent to the Closing, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the

Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(2) Notwithstanding the foregoing and for all purposes of this Agreement and for any certificate delivered by the City in accordance herewith, (i) the City makes no representations with respect to the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions “PLAN OF FINANCE — The District and Status of Development in Improvement Area #3,” “BOOK-ENTRY ONLY SYSTEM,” “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “THE IMPROVEMENT AREA #3 PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPER AND THE FEE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #3 Projects and the Development), “THE ADMINISTRATOR,” “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #3 OF THE DISTRICT,” “LEGAL MATTERS — Litigation — The Developer,” “— Litigation — The Fee Developer,” “CONTINUING DISCLOSURE — The Developer,” “INFORMATION REGARDING THE FINANCIAL ADVISOR,” and “INFORMATION RELATING TO THE TRUSTEE.”

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access (“EMMA”) system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into:

(1) this Agreement;

(2) the Indenture;

(3) that certain Development Agreement dated effective June 11, 2007 relating to the District (the “Original Development Agreement”) which Original Development Agreement was subsequently: (a) amended by that certain First Amendment to Development Agreement dated effective January 28, 2008, entered into by and between Chisholm and the City (b) assigned by Chisholm to MC 550 Land Holdings, L.P. pursuant to that certain Assignment and Assumption of Development Agreement dated effective September 17, 2008; (c) amended by that certain Second Amendment to Development Agreement dated effective September 25, 2012, entered into by and between MC 550 Land Holdings, L.P. and the City; (d) partially assigned by MC 550 Land Holdings, L.P. to MC 550 Investors, L.P. (“MC Investors”) pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective December 26, 2012; (e) amended by that certain Third Amendment to Development Agreement dated effective January 14, 2014, entered into by and between MC 550 Land Holdings, L.P., MC Investors and the City, and (f) partially assigned by MC 550 Land Holdings, L.P. to MC Investors pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective June 15, 2015, and (g) partially assigned by MC 550 Holdings to Land Solutions SV LLC (the “Developer”) pursuant to that certain Partial Assignment and Assumption of Development Agreement effective as of August 17, 2018 (the Original Development Agreement, as amended and assigned as set forth above, is hereinafter referred to as the “Development Agreement”).

(4) The PID Reimbursement Agreement Sonoma Public Improvement District, effective February 9, 2021 (the “Reimbursement Agreement”), and executed and delivered by the City and the Developer;

(5) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of February 15, 2021 (the “City Continuing Disclosure Agreement”), executed and delivered by the City, P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as Dissemination Agent;

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Reimbursement Agreement, (5) the City Continuing Disclosure Agreement, (6) the Limited Offering Memorandum, and (7) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (5) being referred to collectively herein as the “City Documents”).

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in material breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties securing the Bonds or under the terms of

any such law, regulation or instrument, except as may be permitted by the City Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an “Action”) pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City’s knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll (as defined in the Indenture). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of

the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. Subject to the exclusions set forth in Section 4(d)(2) hereof, the information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum, subject to the exclusions set forth in Section 4(d)(2) hereof, does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with Rule 15c2-12. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

(n) Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The City has engaged Hilltop Securities Inc., as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

6. Developer Letter of Representations and Fee Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A-1 hereto, and a Fee Developer Letter of Representations (the “Fee

Developer Letter of Representations”) in the form of Appendix A-2 hereto, and at the Closing, a certificate signed by the Developer and the Fee Developer as set for in Section 9(f) hereof.

7. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Counsel to the Underwriter, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Shupe Ventura, PLLC (“Developer’s

and Fee Developer's Special Counsel"), and Watson Law Group, PLLC ("Developer's and Fee Developer's General Counsel") shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Reimbursement Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of February 15, 2021 (the "Continuing Disclosure Agreement of the Developer," and together with the Developer Letter of Representations, the Development Agreement, and the Reimbursement Agreement, the "Developer Documents"), executed and delivered by the Developer, Wilmington Trust, National Association, as dissemination agent, and P3 Works, LLC, as Administrator;

(v) there shall be in full force and effect such other resolutions or actions of TDI SV Management LLC (the "Fee Developer") as, in the opinion of Developer's and Fee Developer's Special Counsel, and Developer's and Fee Developer's General Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Fee Developer described in the Fee Developer Letter of Representations, (the "Fee Developer Documents"), executed and delivered by the Fee Developer; and

(vi) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #3 Projects and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or

legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission (the “SEC”) or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the “Securities Act”), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking

moratorium declared by federal, State of New York, or State officials authorized to do so; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner contemplated by the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or contemplated by the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 (the "Securities Exchange Act") and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

9. Closing Documents. At or prior to the Closing, the Underwriter shall receive the following documents:

(a) Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix C to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 9(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions “PLAN OF FINANCE — The Bonds” (except for the last paragraph thereof), “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE BONDS” (except for the last paragraph under the subcaption “General” and the last sentence under the subcaption “Pledged Revenues”), “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology” and “Assessment Amounts”), “THE DISTRICT — Powers and Authority,” “TAX MATTERS,” “LEGAL MATTERS — Legal Proceedings” (first paragraph only), “LEGAL MATTERS — Legal Opinions,” “CONTINUING DISCLOSURE – The City” (first paragraph only), “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS” and APPENDIX A and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance and Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) On each respective date of adoption thereof, the City had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the Reimbursement Agreement, the City Continuing Disclosure Agreement, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinion of Developer's and Fee Developer's Special Counsel and Opinion of Developer's and Fee Developer's General Counsel. (i) an opinion of Developer's and Fee Developer's Special Counsel, substantially in the form of Appendix D-1 hereto, dated the Closing Date and (ii) an opinion of Developer's and Fee Developer's General Counsel, substantially in the form of Appendix D-2 hereto, dated the Closing Date, each of which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, Underwriter's Counsel and the Trustee

(e) Developer Letter of Representations and Fee Developer Letter of Representations. (i) The Developer Letter of Representations, dated as of February 9, 2021, signed by an authorized officer of the Developer in substantially the form of Appendix A-1 hereto and (ii) the Fee Developer Letter of Representations, dated as of February 9, 2021, signed by an authorized officer of the Fee Developer in substantially the form of Appendix A-2 hereto.

(f) Developer Certificate and Fee Developer Certificate. (i) The certificate of the Developer dated as of the Closing Date, signed by an authorized officer of the Developer in substantially the form of Appendix E-1 hereto and (ii) the certificate of the Fee Developer dated as of the Closing Date, signed by an authorized officer of the Fee Developer in substantially the form of Appendix E-2 hereto.

(g) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to the best of an authorized City official's knowledge:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(h) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee is duly organized and validly existing as a national banking association organized under the laws of the United States of America, having the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(i) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Winstead PC, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with Bond Counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any

other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(k) Delivery of City Documents, Developer Documents and Fee Developer Documents. The City Documents, the Developer Documents and the Fee Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(l) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(m) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

(n) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State’s Certificate of Registration for the Initial Bond.

(o) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(p) Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(q) Letter of Representation of Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in the District dated September 20, 2020.

(r) Lender Consent Certificate. Lender Consent Certificate of First United Bank and Trust consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of its lien to the lien created by the Assessments in a form acceptable to the Underwriter.

(s) Rule 15c2-12 Certification. A resolution or certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(t) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(u) BLOR. A copy of the Blanket Letter of Representation to DTC signed by the City.

(v) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the purchase price set forth in Section 1 hereof, the opinion of Bond Counsel described in Section 9(a) hereof, and any documents required to be provided by the Developer.

11. Establishment of Issue Price.

(a) Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

(i) Definitions. For purposes of this Section, the following definitions apply:

(1) "Public" means any person (including an individual, trust, estate, partnership, association, company or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(2) "Participating Underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a

member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public).

(3) "Related Party" means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(4) "Sale Date" means the date of execution of this Agreement by all parties.

(ii) Issue Price Certificate. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at Closing an Issue Price Certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the initial offering price (the "Initial Offering Price") or prices or the sales price or prices to the Public of the Bonds. As applicable, all actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's financial advisor and any notice or report to be provided to the City may be provided to the City's financial advisor.

(iii) Substantial Amount Test. Other than those maturities of the Bonds which are designated by the Underwriter in writing in the attached Schedule I (the "Hold-the-Price Maturities"), the City will treat the Initial Offering Price at which at least ten percent (a "Substantial Amount") in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the "Substantial Amount Test") as the issue price of that maturity (or each separate CUSIP number within that maturity). At or promptly after the execution of this Agreement, the Underwriter will report to the City the price or prices at which the Participating Underwriters have offered and sold to the Public each maturity of the Bonds.

(iv) Hold-The-Price Restriction. The Underwriter agrees that it will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date or (ii) the date on which the Underwriter has sold a Substantial Amount of such Hold-the-Price Maturity to the Public at a price that is no higher than the Initial Offering Price of such Hold-the-Price Maturity

(the "Hold-the-Price Restriction"). The Initial Offering Price of the Hold-the-Price Maturities shall be the issue price for such maturities.

The Underwriter shall promptly advise the City when the Participating Underwriters have sold a Substantial Amount of each such Hold-the-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price of such Hold-the-Price Maturity, if that occurs prior to the close of the fifth business day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph (4), the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter, dealer or broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restriction as applicable to the Bonds.

(v) Agreements Among Participating Underwriters. The Underwriter confirms that:

(1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such third-party distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public, and

(2) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter, dealer or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds if that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires.

(vi) Sale to Related Party not a Sale to the Public. The Participating Underwriters acknowledge that sales of any Bonds to any person that is a Related Party to a Participating Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to a Participating Underwriter purchases during the initial offering period all of a Hold-the-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer or otherwise dispose of such Bonds for at least five business days from the Sale Date, or (ii) comply with the Hold-the-Price Restriction.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's financial advisor and legal counsel, the Trustee's counsel, Bond Counsel, Developer's and Fee Developer's Special Counsel, Developer's and Fee Developer's General Counsel and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Administrator, and (vi) the expenses incurred by or on behalf of City employees and representatives that are

incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of McLendon-Chisholm, Texas, 1371 West FM 550, McLendon-Chisholm, Texas 75032, Attention: City Administrator. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in the last sentence of the penultimate paragraph of Section 1, this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

23. Anti-Boycott Verification. The Underwriter hereby verifies that the Underwriter and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Contract is a contract for goods or services, will not boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal Law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Iran, Sudan and Foreign Terrorist Organizations. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas

Government Code, and posted on any of the following pages of such officer's internet website:
<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President, Trading

Accepted at _____ a.m./p.m. central time on the
date first stated above.

CITY OF MCLENDON-CHISHOLM, TEXAS

By: _____
Keith Short, Mayor

SCHEDULE I

\$(PAR AMOUNT)

CITY OF MCLENDON-CHISHOLM, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

Interest Accrues From: Date of Delivery

\$_____ % Term Bonds, Due September 15, 20__, Priced to Yield ____%^{(a), (c)}

\$_____ % Term Bonds, Due September 15, 20__, Priced to Yield ____%^{(a), (c)}

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

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

- (a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the 10% test, and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.
- (b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any day on or after September 15, 20__, at the redemption price of 100% of the principal amount plus accrued and unpaid interest to the date of redemption as set forth in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Term Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

\$_____ Term Bonds due September 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__†	

\$_____ Term Bonds due September 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__†	

Schedule I-1

APPENDIX A-1

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

**\$(PAR AMOUNT)
CITY OF MCLENDON-CHISHOLM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3
PROJECT)**

DEVELOPER LETTER OF REPRESENTATIONS

February 9, 2021

City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, Texas 75032

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of McLendon-Chisholm, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$(PAR AMOUNT] “City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Land Solutions SV LLC, a Delaware limited liability company (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used and not otherwise defined in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the

Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all of the maps included therein and under the captions and subcaptions “PLAN OF FINANCE – The District and Status of Development in Improvement Area #3,” “THE IMPROVEMENT AREA #3 PROJECTS,” “THE DEVELOPMENT” (except for information regarding Phase #1 or the Phase #1 Developer, as defined therein), and “THE DEVELOPER AND THE FEE DEVELOPER” (only as it pertains to the Developer) and, to the Developer’s knowledge after due inquiry, under the, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #3 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer,” and “SOURCES OF INFORMATION – Source of Certain Information,” “APPENDIX D-2” and “APPENDIX E” (collectively, the “Developer Disclosures”) in accordance with subsection 3(f) herein.

3. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Delaware.

(b) Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(i) that certain Development Agreement dated effective June 11, 2007, executed and delivered by the City and Chisholm Properties, L.P.

("Chisholm"), (the "Original Development Agreement") which Original Development Agreement was subsequently: (a) amended by that certain First Amendment to Development Agreement dated effective January 28, 2008, entered into by and between Chisholm and the City; (b) assigned by Chisholm to MC 550 Land Holdings, L.P. ("MC Holdings") pursuant to that certain Assignment and Assumption of Development Agreement dated effective September 17, 2008; (c) amended by that certain Second Amendment to Development Agreement dated effective September 25, 2012, entered into by and between MC 550 Land Holdings, L.P. and the City; (d) partially assigned by MC Holdings to MC 550 Investors, L.P. ("MC Investors") pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective December 26, 2012; (e) amended by that certain Third Amendment to Development Agreement dated effective January 14, 2014, entered into by and among MC Holdings, MC Investors, and the City; (f) partially assigned by MC Holdings to MC Investors pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective June 15, 2015; and (g) partially assigned by MC Holdings the Developer pursuant to that certain Partial Assignment and Assumption of Development Agreement effective as of August 17, 2018 (the Original Development Agreement, as amended and assigned as set forth above, is hereinafter referred to as the "Development Agreement");

- (ii) this Developer Letter of Representations;
- (iii) that certain Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of February 15, 2021 (the "Continuing Disclosure Agreement of the Developer"), made by and among Wilmington Trust, National Association, as dissemination agent and P3Works, LLC, as Administrator;
- (iv) that certain PID Reimbursement Agreement Sonoma Public Improvement District, effective February 9, 2021, and executed and delivered by the City and the Developer (the "Reimbursement Agreement");
- (v) the Development and Management Agreement dated as of August 17, 2018 between the Developer and TDI SV Management LLC (the "Fee Developer"); and
- (vi) any other documents and certificates of the Developer described in any of the foregoing (i) through (v) above.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

(c) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the “Developer Organizational Documents”) to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(d) Due Authorization and Approval. By all necessary action, the Developer has duly authorized and approved its execution and delivery of the Developer Documents and the performance by the Developer of its obligations contained in the Developer Documents as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(e) No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party.

(f) Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(g) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(h) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(i) Consent to Bond Issuance. The Developer hereby consents to the issuance of the Bonds.

(j) Agreement. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the District, the validity of the Developer Documents, the levy or collection of the Assessments or the validity of the Bonds or the proceedings relating to their issuance.

(k) Permits, Licenses, and Approvals. The Developer has obtained and there are currently in force and effect, or the Developer is not aware of any fact that will prevent the Developer from receiving at or prior to the Closing Date or by the date required or necessary therefor, all consents, permits, licenses, certificates and other approvals (governmental or otherwise) required of it that

- (i) are necessary to conduct the Developer's business as it is currently being conducted;
- (ii) would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance of its obligations under this Agreement, the Developer Documents and any other material agreement or instrument to which they are a party and which is to be used or contemplated for use in the consummation of the transactions described herein or by the Limited Offering Memorandum relating to the financing and construction of the Improvement Area #3 Projects; or
- (iii) are necessary for the acquisition, construction and operation of the Improvement Area #3 Projects.

(l) Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #3 Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

(m) Financing. Other than the Assessments, no debt will be issued nor will any additional liens be placed on the property within the District in order to complete the construction of the Improvement Area #3 Projects unless such debt or additional liens are subordinate to the liens created by the levy of the Assessments, and the Developer provides written notice of such subordination to the lender of such subordinate debt and the City.

(n) Taxes and Assessments. All ad valorem taxes and assessments are current on the property which the Developer owns within the District.

(o) Intentional Actions Regarding Representations and Warranties. The Developer covenants that between the date hereof and the Closing it will not intentionally

take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

4. Indemnification.

(a) The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer, or the Underwriter.

5. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

6. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signatures to Follow]

DEVELOPER:

LAND SOLUTIONS SV LLC, a Delaware limited liability
company

By: _____
Printed Name: _____
Title: _____

APPENDIX A-2

FORM OF FEE DEVELOPER LETTER OF REPRESENTATIONS

**\$(PAR AMOUNT)
CITY OF MCLENDON-CHISHOLM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3
PROJECT)**

**FEE DEVELOPER LETTER OF
REPRESENTATIONS**

February 9, 2021

City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, Texas 75032

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of McLendon-Chisholm, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$(PAR AMOUNT) “City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, TDI SV Management LLC, a Texas limited liability company (the “Fee Developer”), makes the representations, warranties, and covenants contained in this Fee Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used and not otherwise defined in this Fee Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Fee Developer understands, and hereby confirms, that the

Underwriter is not acting as a fiduciary of Fee Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Fee Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Fee Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Fee Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Fee Developer Letter of Representations and any certificate delivered by the Fee Developer in accordance with the Bond Purchase Agreement, the Fee Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth under the captions and subcaptions (to the extent such information pertains to the Fee Developer) “PLAN OF FINANCE – The District and Status of Development in Improvement Area #3,” “THE IMPROVEMENT AREA #3 PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPER AND THE FEE DEVELOPER,” and, to the Fee Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Fee Developer, the Improvement Area #3 Projects, and the Development, as defined in the Limited Offering Memorandum), and “LEGAL MATTERS — Litigation — The Fee Developer” (collectively, the “Fee Developer Disclosures”) and in accordance with subsection 3(f) herein.

3. Fee Developer Representations, Warranties and Covenants. The Fee Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Fee Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

(b) Fee Developer Documents. The Fee Developer has executed and delivered each of the below listed documents (individually, a “Fee Developer Document” and collectively, the “Fee Developer Documents”) in the capacity provided for in each such Fee Developer Document, and each such Fee Developer Document constitutes a valid and binding obligation of the Fee Developer, enforceable against the Fee Developer in accordance with its terms:

(i) this Fee Developer Letter of Representations;

- (ii) the Development and Management Agreement dated as of August 17, 2018 between Land Solutions SV LLC and the Fee Developer; and
- (iii) any other documents and certificates of the Fee Developer described in any of the foregoing (i) through (ii) above.

The Fee Developer has complied in all material respects with all of the Fee Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Fee Developer under the Fee Developer Documents on or prior to the date hereof.

(c) Organizational Documents. The copies of the organizational documents of the Fee Developer provided by the Fee Developer (the "Fee Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(d) Due Authorization and Approval. By all necessary action, the Fee Developer has duly authorized an approved its execution and delivery of the Fee Developer Documents and the performance by the Fee Developer of its obligations contained in the Fee Developer Documents as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(e) No Breach. The execution and delivery of the Fee Developer Documents by Fee Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Fee Developer is a party.

(f) Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Fee Developer represents and warrants that the information set forth in the Fee Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Fee Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(g) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Fee Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Fee Developer to perform its obligations under the Fee Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with

the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(h) Information. The information prepared and submitted by the Fee Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(i) Permits, Licenses, and Approvals. The Fee Developer has obtained and there are currently in force and effect, or the Fee Developer is not aware of any fact that will prevent the Fee Developer from receiving at or prior to the Closing Date or by the date required or necessary therefor, all consents, permits, licenses, certificates and other approvals (governmental or otherwise) required of it that

- (i) are necessary to conduct the Fee Developer's business as it is currently being conducted;
- (ii) would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance of its obligations under this Agreement, the Fee Developer Documents and any other material agreement or instrument to which they are a party and which is to be used or contemplated for use in the consummation of the transactions described herein or by the Limited Offering Memorandum relating to the financing and construction of the Improvement Area #3 Projects; or
- (iii) are necessary for the acquisition, construction and operation of the Improvement Area #3 Projects.

(j) Events of Default. No "Event of Default" or "event of default" by the Fee Developer under any of the Fee Developer Documents, any documents to which Fee Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #3 Projects to which the Fee Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Fee Developer has occurred and is continuing.

(k) Intentional Actions Regarding Representations and Warranties. The Fee Developer covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

4. Indemnification.

(a) The Fee Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or

actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Fee Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Fee Developer or the Underwriter.

5. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Fee Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

6. Binding on Successors and Assigns. This Fee Developer Letter of Representations will be binding upon the Fee Developer and its successors and assigns, and inure solely to the

benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Fee Developer Letter of Representations.

[Signatures to Follow]

FEE DEVELOPER:

TDI SV MANAGEMENT LLC, a Texas limited liability
company

By: _____
Printed Name: _____
Title: _____

A-2-7

APPENDIX B

[\$[PAR AMOUNT]

**CITY OF MCLENDON-CHISHOLM, TEXAS, SPECIAL ASSESSMENT REVENUE
BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3
PROJECT)**

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc., hereby certifies with respect to the \$[PAR AMOUNT] City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project) ("the "Bonds") issued by the City of McLendon-Chisholm, Texas (the "Issuer"), hereby certifies, based on its records and information, as follows:

(a) [Other than the Bonds maturing in _____ (the "Hold-the-Price Maturities"), the][The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Limited Offering Memorandum relating to the Bonds.

(Add (b) and (c) only if there are Hold-the-Price Maturities)

(b) On or before the first day on which there is a binding contract ("Purchase Contract") in writing for the sale of the Bonds (the "Sale Date"), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the "Initial Offering Prices"), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Purchase Contract, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Hold-the-Price Maturities until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Hold-the-Price Maturities of the Bonds to the Public at no higher price than the Initial Offering Price for such Hold-the-Price Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as **Schedule A**.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a third-party

distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature Page Follows]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED this _____, 2021.

FMSbonds, Inc.

By: _____

Name: _____

Title: _____

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPENDIX C

[LETTERHEAD OF THE HALLA LAW FIRM]

February 25, 2021

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75218

City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, Texas 75032

\$(PAR AMOUNT)

CITY OF MCLENDON-CHISHOLM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of McLendon-Chisholm, Texas (the “City”) for limited purposes, and are rendering this opinion in connection with the issuance and sale of \$(PAR AMOUNT) “City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [] and enacted by the City Council of the City (the “City Council”) on February 9, 2021 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust dated as of February 15, 2021 (the “Indenture”) by and between the City and Wilmington Trust, National Association, as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

(a) The Resolution No. 2007-21 (the “Creation Resolution”), enacted by the City Council on September 10, 2007.

(b) The Ordinance No. 2017-09, adopted by the City Council on June 13, 2017 (the “Assessment Ordinance”).

(c) The Bond Ordinance.

(d) The Indenture.

(e) That certain Development Agreement dated effective June 11, 2007 relating to the District (the “Original Development Agreement”) which Original Development Agreement was subsequently: (a) amended by that certain First Amendment to Development Agreement dated effective January 28, 2008, entered into by and between Chisholm and the City (b) assigned by Chisholm to MC 550 Land Holdings, L.P. pursuant to that certain Assignment and Assumption of Development Agreement dated effective September 17, 2008; (c) amended by that certain Second Amendment to Development Agreement dated effective September 25, 2012, entered into by and between MC 550 Land Holdings, L.P. and the City; (d) partially assigned by MC 550 Land Holdings, L.P. to MC 550 Investors, L.P. (“MC Investors”) pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective December 26, 2012; (e) amended by that certain Third Amendment to Development Agreement dated effective January 14, 2014, entered into by and between MC 550 Land Holdings, L.P., MC Investors and the City, and (f) partially assigned by MC 550 Land Holdings, L.P. to MC Investors pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective June 15, 2015, and (g) partially assigned by MC 550 Holdings to Land Solutions SV LLC (the “Developer”) pursuant to that certain Partial Assignment and Assumption of Development Agreement effective as of August 17, 2018 (the Original Development Agreement, as amended and assigned as set forth above, is hereinafter referred to as the “Development Agreement”).

(f) That certain PID Reimbursement Agreement, effective February 9, 2021, and executed and delivered by the City and the Developer (the “Reimbursement Agreement”).

(g) That certain Continuing Disclosure Agreement of the Issuer, dated as of February 15, 2021, executed and delivered by the City, P3Works, LLC, and Wilmington Trust, National Association as Dissemination Agent.

The Creation Resolution, the Assessment Ordinance and Bond Ordinance shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #3 of the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized, executed and delivered the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

8. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

9. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the “Private Placement Memorandum”), the statements and information contained in the Private Placement Memorandum with respect to the Town under the captions and subcaptions “ASSESSMENT PROCEDURES —Assessment Methodology” and “—Assessment Amounts,” “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation — The City” and “CONTINUING DISCLOSURE – The City” is a fair and accurate summary of the law relating to collection and enforcement of Assessments and the documents and facts summarized therein.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

THE HALLA LAW FIRM
ATTORNEY FOR THE CITY

APPENDIX D-1

[LETTERHEAD OF SHUPE VENTURA, PLLC]

February 25, 2021

City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, Texas 75032

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

The Halla Law Firm
12655 North Central Expressway, Ste.
1000
Dallas, Texas 75243

McCall, Parkhurst & Horton L.L.P
717 North Harwood, Suite 900
Dallas, Texas 75201

Winstead PC
2728 N. Harwood Street
Dallas, Texas 75201

\$[_____]

CITY OF MCLENDON-CHISHOLM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to Land Solutions SV LLC, a Delaware limited liability company (the “**Developer**”) and TDI SV Management LLC, a Texas limited liability company (the “**Fee Developer**”) in connection with the issuance and sale by the City of McLendon-Chisholm, Texas (the “**City**”), of \$[_____] City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project) (the “**Bonds**”), pursuant to that certain Indenture of Trust dated as of February 15, 2021 (the “**Indenture**”), by and between the City and Wilmington Trust, National Association, as trustee (the “**Trustee**”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Sonoma Verde” (the “**Development**”) located in the City.

The Bonds are being sold to FMSbonds, Inc. (the “**Underwriter**”), pursuant to that certain Bond Purchase Agreement dated February 9, 2021 (the “**Bond Purchase Agreement**”), between the City and the Underwriter. This opinion is being delivered pursuant to Section 9(d) of the Bond Purchase Agreement.

D-1-1

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer and the Fee Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

- (a) The following documents to which the Developer and the Fee Developer are respectively a party (collectively, the “**Reviewed Documents**”):
 - (1) the *Development Agreement*, effective as of June 11, 2007, executed and delivered by the City and Chisholm Properties, L.P. (“Chisholm”), which was (a) amended by that certain First Amendment to Development Agreement dated effective January 28, 2008, entered into by and between Chisholm and the City; (b) assigned by Chisholm to MC 550 Land Holdings, L.P. (“MC 550 Holdings”) pursuant to that certain Assignment and Assumption of Development Agreement dated effective September 17, 2008; (c) amended by that certain Second Amendment to Development Agreement dated effective September 25, 2012, entered into by and between MC 550 Holdings and the City; (d) partially assigned by MC 550 Holdings to MC 550 Investors, L.P. (“MC 550 Investors”) pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective December 26, 2012; (e) amended by that certain Third Amendment to Development Agreement dated effective January 14, 2014, entered into by and among MC 550 Holdings, MC 550 Investors, and the City; (f) partially assigned by MC 550 Holdings to MC 550 Investors pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective June 15, 2015; and (g) partially assigned by MC 550 Holdings to the Developer pursuant to that certain Partial Assignment and Assumption of Development Agreement effective as of August 17, 2018; and
 - (2) the *Developer Letter of Representations* executed by the Developer as February 9, 2021; and
 - (3) the *Fee Developer Letter of Representations* executed by the Developer as of February 9, 2021; and
 - (4) the *PID Reimbursement Agreement Sonoma Public Improvement District*, executed by Land Solutions SV LLC., and the City effective as of February 9, 2021; and
 - (5) the *Continuing Disclosure Agreement of the Developer*, dated as of February 15, 2021, made by and among the Developer, P3Works, LLC, as PID Administrator, and Wilmington Trust, National Association, as Dissemination Agent; and
 - (6) The *Development and Management Agreement* dated as of August 17, 2018 between the Developer and the Fee Developer; and
- (b) The *Preliminary Limited Offering Memorandum*, dated January 28, 2021 relating to the issuance of the Bonds; and
- (c) The final *Limited Offering Memorandum* dated February 9, 2021 relating to the issuance of the Bonds; and
- (d) Such other documents, records, agreements and certificates of the Developer and the Fee Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the Developer and the Fee Developer; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Developer Closing Certificate delivered pursuant to the Bond Purchase Agreement; (d) the Fee Developer Closing Certificate delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by the Watson Law Group, PLLC, corporate counsel to the Developer, and (f) the legal opinion delivered pursuant to the Bond Purchase Agreement by The Halla Law Firm, City Attorney (collectively, the “Reliance Materials”). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Shupe Ventura, PLLC attorneys who have given substantive attention to matters concerning the Developer and the Fee Developer during the course of our representation of the Developer and the Fee Developer in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the Developer and the Fee Developer. Further, the words “our knowledge,” “our actual knowledge” and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Misty Ventura, Corey Admire, and Roxanne Sheehan of our firm who have been directly involved in representing the Developer and the Fee Developer. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon the foregoing, but subject to the assumptions, qualifications, and limitations set forth both above and below, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Reviewed Documents constitute legal, valid, and binding obligations of and are enforceable against the Developer and the Fee Developer in accordance with their respective terms.

2. The execution, delivery, and performance by the Developer and the Fee Developer of their obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Developer or the Fee Developer or any ordinances of the City applicable to the Developer or the Fee Developer.

3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution, delivery, and performance by the Developer or the Fee Developer of their obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Developer or the Fee Developer to perform their obligations under the Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Developer and the Fee Developer that are described in the Reviewed Documents.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement;

(xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xxiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

(g) The opinions expressed herein are based on our consideration of laws of the State of Texas which, in our experience, are normally applicable to transactions of the type described in the Reviewed Documents.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. A copy of this opinion letter may be delivered by the

Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

D-1-6

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;
2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;
3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;
4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;
5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;
6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Developer or the Fee Developer, the Reviewed Documents are enforceable against the other parties thereto;
7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;
8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;
9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents; and
10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) McCall, Parkhurst & Horton L.L.P, Bond Counsel to the City; (ii) The Halla Law Firm, counsel to the City; (iii) Winstead PC, counsel to the Underwriter; or (iv) the Watson Law Group, PLLC, corporate counsel to the Developer and the Fee Developer.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the “**Bond Documents**”), and we specifically express no opinion with respect to the Bond Documents related to:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state “**Blue Sky**” laws and regulations.
2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;
3. Compliance with fiduciary duty requirements;
4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.
5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;
6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;
7. The recordation or filing of any Bond Documents or related documents;
8. Federal and state environmental laws and regulations;
9. Federal and state land use and subdivision laws and regulations;
10. Federal and state tax laws and regulations;
11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;
12. Federal and state racketeering laws and regulations (e.g., RICO);
13. Federal and state health and safety laws and regulations (e.g., OSHA);
14. Federal and state labor laws and regulations;
15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws;
16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); and
17. The Bond Purchase Agreement, Indenture, Preliminary Limited Offering Memorandum, final Limited Offering Memorandum, and any other Bond Documents.

APPENDIX D-2

[LETTERHEAD OF WATSON LAW GROUP, PLLC]

February 25, 2021

City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, Texas 75032

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

The Halla Law Firm
12655 North Central Expressway, Ste. 1000
Dallas, Texas 75243

McCall, Parkhurst & Horton L.L.P
717 North Harwood, Suite 900
Dallas, Texas 75201

Winstead PC
2728 N. Harwood Street
Dallas, Texas 75201

\$_[_____]

CITY OF MCLENDON-CHISHOLM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)

Ladies & Gentlemen:

We have served as Counsel for Land Solutions SV LLC, a Delaware limited liability company (the “**Developer**”), and TDI SV Management LLC, a Texas limited liability company (the “**Fee Developer**”) in connection with the issuance and sale by the City of McLendon-Chisholm, Texas (the “**City**”), of \$[_____] City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021) (Sonoma Public Improvement District Improvement Area #3 Project) (the “**Bonds**”), pursuant to that certain Indenture of Trust dated as of February 15, 2021 (the “**Indenture**”), by and between the City and Wilmington Trust, National Association, as trustee (the “**Trustee**”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Sonoma Verde” (the “**Development**”) located in the City.

The Bonds are being sold to FMSbonds, Inc. (the “**Underwriter**”), pursuant to that certain Bond Purchase Agreement dated February 9, 2021 (the “**Bond Purchase Agreement**”), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 9(d) of the Bond Purchase Agreement.

D-2-1

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as Counsel for the Developer and Fee Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “***Material Documents***”):

- (1) the Development Agreement, effective as of June 11, 2007, executed and delivered by the City and Chisholm Properties, L.P. (“Chisholm”), which was (a) amended by that certain First Amendment to Development Agreement dated effective January 28, 2008, entered into by and between Chisholm and the City; (b) assigned by Chisholm to MC 550 Land Holdings, L.P. (“MC 550 Holdings”) pursuant to that certain Assignment and Assumption of Development Agreement dated effective September 17, 2008; (c) amended by that certain Second Amendment to Development Agreement dated effective September 25, 2012, entered into by and between MC 550 Holdings and the City; (d) partially assigned by MC 550 Holdings to MC 550 Investors, L.P. (“MC 550 Investors”) pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective December 26, 2012; (e) amended by that certain Third Amendment to Development Agreement dated effective January 14, 2014, entered into by and among MC 550 Holdings, MC 550 Investors, and the City; (f) partially assigned by MC 550 Holdings to MC 550 Investors pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective June 15, 2015; and (g) partially assigned by MC 550 Holdings to the Developer pursuant to that certain Partial Assignment and Assumption of Development Agreement effective as of August 17, 2018;
- (2) the Continuing Disclosure Agreement of the Developer, dated as of February 15, 2021, made by and among the Developer, P3Works, LLC, as PID Administrator, and Wilmington Trust, National Association, as Dissemination Agent;
- (3) the PID Reimbursement Agreement Sonoma Public Improvement District, executed by Land Solutions SV LLC, and the City effective as of February 9, 2021;
- (4) the Developer Letter of Representations executed by the Developer as of February 9, 2021;
- (5) the Fee Developer Letter of Representations executed by the Fee Developer as of February 9, 2021;

- (6) The Closing Certificate of Developer executed by the Developer as of the date hereof; and
- (7) The Closing Certificate of Fee Developer executed by the Fee Developer as of the date hereof.
- (b) Each of the documents and certificates described in **Exhibit A-1** attached hereto and made a part hereof (the “**Developer Basic Documents**”) and in **Exhibit A-2** attached hereto and made a part hereof (the “**Fee Developer Basic Documents**”);
- (c) The Development and Management Agreement dated as of August 17, 2018 between the Developer and the Fee Developer;
- (d) The Preliminary Limited Offering Memorandum, dated January 28, 2021, relating to the issuance of the Bonds (the “**Preliminary Limited Offering Memorandum**”); and
- (e) The final Limited Offering Memorandum dated February 9, 2021, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the “**Limited Offering Memorandum**”); and
- (f) Such other documents, records, agreements, and certificates of the Developer and Fee Developer, constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In rendering the opinions set forth herein, we have assumed: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer and the Fee Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer and the Fee Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer and Fee Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer and Fee Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any Governmental Authority (as defined in Schedule I attached hereto) of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Developer is (a) based solely upon the Delaware Certificate of Good Standing, a Delaware limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, (b) based solely upon the relevant Texas Certificate of Fact, validly existing under the laws of the State of Texas and qualified to transact business as a foreign limited liability company in the State of Texas, and (c) based solely upon the relevant FTAS Page, authorized to transact business in the State of Texas. The Fee Developer is (a) based solely upon the relevant Texas Certificate of Fact, validly existing under the laws of the State of Texas, and (b) based solely upon the relevant FTAS Page, authorized to transact business in the State of Texas.

2. The Developer has the limited liability company power and authority under the *Texas Business Organizations Code* and the Developer Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The execution and delivery by the Developer of each Material Document to which it is a party, and the performance by the Developer of its agreements set forth therein, have been duly authorized by all necessary limited liability company action under the laws of the State of Delaware, the *Texas Business Organizations Code* and the Developer Basic Documents. The Fee Developer has the limited liability company power and authority under the *Texas Business Organizations Code* and the Fee Developer Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The execution and delivery by the Fee Developer of each Material Document to which it is a party, and the performance by the Fee Developer of its agreements set forth therein, have been duly authorized by all necessary limited liability company action under the *Texas Business Organizations Code* and the Fee Developer Basic Documents.

3. The execution and delivery by the Developer and Fee Developer of the Material Documents and the performance by the Developer and Fee Developer of their respective obligations under the Material Documents will not (i) violate any Applicable Law (as defined in Schedule I attached hereto); (ii) conflict with or result in the breach of any court decree or order of any governmental body or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer and/or Fee Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer and/or Fee Developer to perform its respective obligations under the Material Documents to which it is a party; or (iii) constitute a violation of each entity's respective limited liability company agreement or certificate of formation.

4. No Governmental Approval (as defined in Schedule I attached hereto) which has not been obtained or taken is required to be obtained or taken by the Developer or Fee Developer on or before the date hereof as a condition to (a) the execution and delivery by the Developer or Fee Developer of the Material Documents to which it is a party, or (b) the performance by the Developer or Fee Developer of its respective obligations under the Material Documents to which

it is a party, except for Governmental Approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The Material Documents to which the Developer and/or Fee Developer is a party have been duly executed and delivered by the Developer and/or Fee Developer, as applicable, and constitute the legal, valid, and binding obligation of the Developer and/or Fee Developer, as applicable, enforceable against the Developer and/or Fee Developer, as applicable, in accordance with its terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

6. There are no actions, suits or proceedings pending or threatened against the Developer or Fee Developer actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) either entity's organization or existence or qualification to do business in the State of Texas, as applicable; (ii) either entity's authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against either entity of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developer or Fee Developer; (vi) the operations or financial condition of the Developer or Fee Developer that would materially adversely affect those operations or the financial condition of the Developer or Fee Developer; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

7. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Developer or Fee Developer is a party or is otherwise subject which violation, breach or default would materially adversely affect the Developer or Fee Developer or either party's performance of its respective obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, or Fee Developer, except as expressly described in the Material Documents (a) under Applicable Law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

8. The information set forth in the Limited Offering Memorandum under the captions "**PLAN OF FINANCE –The District and Status of Improvement Area #3 Projects,**" "**– Prior Bond Financings**" and "**– Future Improvement Area Bonds,**" "**THE IMPROVEMENT AREA #3 PROJECTS,**" "**THE DEVELOPMENT,**" "**THE DEVELOPER AND THE FEE DEVELOPER,**" "**CONTINUING DISCLOSURE – The Developer,**"

“BONDHOLDERS’ RISKS” (but in each case only as it pertains to the Developer, the Fee Developer, the Improvement Area #3 Projects and the Development), **“LEGAL MATTERS — Litigation – The Developer,”** and **“LEGAL MATTERS — Litigation – The Fee Developer,”** insofar as such information constitutes matters of law, summaries solely of legal matters, provisions of the Developer’s and/or Fee Developer’s certificate of formation or agreement of limited liability company or legal proceedings fairly summarize those matters of law, legal matters, provisions of the Developer’s and/or Fee Developer’s certificate of formation, agreement of limited liability company or legal proceedings in all material respects.

In addition, based upon our participation in the preparation of the Limited Offering Memorandum, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect. This opinion is rendered solely as the date hereof, and we assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion may not be relied upon by any other person except those specifically addressed in this letter. The opinions expressed herein are expressed as of the date hereof, and we expressly disclaim any responsibility to update or supplement any such opinion after the date hereof or to inform you or any other person or entity of any event or changes coming to our attention or occurring subsequent to the date hereof

[Signature page follows.]

Very truly yours,

Watson Law Group, PLLC

D-2-7

APPENDIX E-1

CLOSING CERTIFICATE OF DEVELOPER

Land Solutions SV LLC, a Delaware limited liability company (“Developer”) DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Delaware.

2. Representatives of the Developer have provided information to the City of McLendon-Chisholm, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[PAR AMOUNT] aggregate principal amount of Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project) (the “Bonds”), pursuant to the City’s Preliminary Limited Offering Memorandum, dated January 28, 2021, and Limited Offering Memorandum dated February 9, 2021 (together, the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Good Standing from the Delaware Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) that certain Developer Letter of Representation dated February 9, 2021;

(b) that certain dated Development Agreement effective June 11, 2007, executed and delivered by the City and Chisholm Properties, L.P. (“Chisholm”), (the “Original Development Agreement”) which Original Development Agreement was subsequently: (a) amended by that certain First Amendment to Development Agreement dated effective January 28, 2008, entered into by and between Chisholm and the City; (b) assigned by Chisholm to MC 550 Land Holdings, L.P. (“MC Holdings”) pursuant to that certain Assignment and Assumption of Development Agreement dated effective September 17, 2008; (c) amended by that certain Second Amendment to Development Agreement dated effective September 25, 2012, entered into by and between MC Holdings and the City; (d) partially assigned by MC Holdings to MC 550 Investors, L.P. (“MC Investors”) pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective December 26, 2012; (e) amended by that certain

Third Amendment to Development Agreement dated effective January 14, 2014, entered into by and among MC Holdings, MC Investors, and the City; (f) partially assigned by MC Holdings to MC Investors pursuant to that certain Partial Assignment and Assumption of Development Agreement dated effective June 15, 2015; and (g) partially assigned by MC Holdings the Developer pursuant to that certain Partial Assignment and Assumption of Development Agreement effective as of August 17, 2018 (the Original Development Agreement, as amended and assigned as set forth above, is hereinafter referred to as the “Development Agreement”);

(c) that certain Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of February 15, 2021 (the “Continuing Disclosure Agreement of the Developer”), made by and among Wilmington Trust, National Association, as dissemination agent and P3Works, LLC, as Administrator;

(d) that certain PID Reimbursement Agreement Sonoma Public Improvement District effective February 9, 2021, and executed and delivered by the City and the Developer (the “Reimbursement Agreement”); and

(e) the Development and Management Agreement dated as of August 17, 2018 between the Developer and TDI SV Management LLC (the “Fee Developer”).

6. The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. To the Developer’s knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

8. The Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions and subcaptions “PLAN OF FINANCE — The District and Status of Development in Improvement Area #3,” “THE IMPROVEMENT AREA #3 PROJECTS,” “THE DEVELOPMENT” (except for information regarding Phase #1 or Phase the #1 Developer, as defined therein), and “THE DEVELOPER AND THE FEE DEVELOPER” (only as it pertains to the Developer) and, to the Developer’s knowledge after due inquiry, under the captions and “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #3 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer,” “SOURCES OF INFORMATION — Source of Certain Information,” “APPENDIX D-2” and “APPENDIX E,” and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact

necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading with respect to the Developer and the Development, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

9. The Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the Development as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

10. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

11. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Improvement Area #3 of the District will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

12. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

13. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: February 25, 2021

DEVELOPER:

LAND SOLUTIONS SV LLC, a Delaware limited liability
company

By: _____
Printed Name: _____
Title: _____

APPENDIX E-2

CLOSING CERTIFICATE OF FEE DEVELOPER

TDI SV Management LLC, a Texas limited liability company (“Fee Developer”), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Fee Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Fee Developer have provided information to the City of McLendon-Chisholm, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[PAR AMOUNT] aggregate principal amount of Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project) (the “Bonds”), pursuant to the City’s Preliminary Limited Offering Memorandum, dated January 28, 2021, and Limited Offering Memorandum dated February 9, 2021 (together, the “Limited Offering Memorandum”).

3. The Fee Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Fee Developer’s organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Fee Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Fee Developer.

5. The Fee Developer has executed and delivered each of the below listed documents (individually, a “Fee Developer Document” and collectively, the “Fee Developer Documents”) in the capacity provided for in each such Fee Developer Document, and each such Fee Developer Document constitutes a valid and binding obligation of the Fee Developer, enforceable against the Fee Developer in accordance with its terms:

(a) that certain Fee Developer Letter of Representation dated February 9, 2021; and

(b) that certain Development and Management Agreement dated as of August 17, 2018 between Land Solutions SV LLC (the “Developer”) and the Fee Developer;

6. The Fee Developer has complied in all material respects with all of the Fee Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Fee Developer under the Fee Developer Documents on or prior to the date hereof.

7. The execution and delivery of the Fee Developer Documents by the Fee Developer does not violate any judgment, order, writ, injunction or decree binding on the Fee

Developer or any indenture, agreement, or other instrument to which the Fee Developer is a party. To the Fee Developer's knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against the Fee Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Fee Developer to perform its obligations under the Fee Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

8. The Fee Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the following captions and subcaptions (to the extent such information pertains to the Fee Developer) "PLAN OF FINANCE – The District and Status of Development in Improvement Area #3," "THE IMPROVEMENT AREA #3 PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER AND THE FEE DEVELOPER," and, to the Fee Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Fee Developer, the Improvement Area #3 Projects, and the Development, as defined in the Limited Offering Memorandum), and "LEGAL MATTERS – Litigation — The Fee Developer" and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading with respect to the Fee Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

9. The Fee Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Fee Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Fee Developer or any portion of the Development that would materially and adversely affect the Fee Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) the Fee Developer has no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

10. The Fee Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

11. The Fee Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

12. The Fee Developer has no knowledge of any physical condition of the Development owned or to be developed by the Fee Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: February 25, 2021

FEE DEVELOPER:

TDI SV MANAGEMENT LLC, a Texas limited liability company

By: _____
Printed Name: _____
Title: _____

APPENDIX F

[LETTERHEAD OF P3WORKS, LLC]

February 25, 2021

City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, Texas 75032

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201

Re: City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project) (the "Bonds")

The undersigned, _____, of P3Works, LLC, consultant in connection with the creation and administration by the City of McLendon-Chisholm, Texas (the "City"), of Sonoma Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of P3Works, LLC, I have supplied certain information contained in the Preliminary Limited Offering Memorandum, dated January 28, 2021 (the "Preliminary Limited Offering Memorandum"), and the final Limited Offering Memorandum, dated on or about February 9, 2021 (the "Limited Offering Memorandum"), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information I provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the caption "ASSESSMENT PROCEDURES" (b) under the caption "THE ADMINISTRATOR" (c) under the caption "THE DISTRICT – Collection and Delinquency History of the District" and (d) in the Amended and Restated Service and Assessment Plan (the "SAP") for the City located in APPENDIX B to the Limited Offering Memorandum.

2. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about February 25, 2021) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

F-1

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representation.

Sincerely yours,

P3WORKS, LLC.

By: _____

Its: _____

APPENDIX G

[LETTERHEAD OF APPRAISER]

February 25, 2021

City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, Texas 75032

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

McCall, Parkhurst & Horton LLP
717 North Harwood, Suite 900
Dallas, Texas 75201

Re: City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, appraiser of (i) the undeveloped property contained in Sonoma Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of Integra Realty Resources DFW, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated January 28, 2021, and the Limited Offering Memorandum for the Bonds, dated on or about February 9, 2021 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of McLendon-Chisholm, Texas, as described above. The information I have provided is the real estate appraisal of the property in Improvement Area #3 of the District, located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #3 OF THE DISTRICT — The Appraisal".

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about February 25, 2021) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

G-1

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

By: _____
Its: _____

**CITY OF MCLENDON-CHISHOLM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of February 15, 2021 (this “Disclosure Agreement”) is executed and delivered by and between the City of McLendon-Chisholm, Texas (the “Issuer”), P3Works, LLC (the “Administrator”) and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2021 (Sonoma Public Improvement District Improvement Area #3 Project)” (the “Bonds”). The Issuer, Administrator and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of February 15, 2021, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrative Expenses” shall have the meaning assigned to such term in the Indenture.

“Administrator” shall mean an employee or designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities for the administration of the District.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment(s)” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessment(s)” shall have the meaning assigned to such term in the Indenture.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee or any national holiday observed by the Trustee.

“Developer” shall mean Land Solutions SV LLC, a Delaware limited liability company, its successors and assigns, including any Affiliate of the Developer.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of February 15, 2021 executed and delivered by the Developer, the Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as dissemination agent.

“Disclosure Representative” shall mean the City Administrator of the Issuer or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Sonoma Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Filing Due Date” is April 10 of each calendar year beginning in April 2022.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the calendar year from October 1 through September 30.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the beneficial owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Improvement Area #3” shall have the meaning assigned to such term in the Service and Assessment Plan.

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

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean Wilmington Trust, National Association, or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ending September 30, 2021, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement. The audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and may be submitted later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date. If, however, the audited financial statements are not complete by the deadline specified in Section 4(a), then the Issuer shall provide unaudited financial statements within such period. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (and of the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Filing Due Date, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer, but in no case later than the Filing Due Date.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either

(i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file, the following:

(a) Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts securing the Bonds; and

(C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Improvement Area #3 of the District from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Improvement Area #3 of the District.

(v) The aggregate taxable assessed valuation for parcels or lots within Improvement Area #3 of the District based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Assessments levied within Improvement Area #3 of the District, such SAP Update shall include the following:

(A) the number of new homes completed in Improvement Area #3 of the District during such Fiscal Year; and

(B) the aggregate number of new homes completed within Improvement Area #3 of the District since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2021.

(vii) Listing of any property or property owners in Improvement Area #3 of the District representing more than five percent (5%) of the levy of Assessments, the amount of the levy of Assessments against such landowners, and the percentage of such Assessments relative to the entire levy of Assessments within Improvement Area #3 of the District, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Initial Assessments and the Additional Assessments within Improvement Area #3 of the District for the past five Fiscal Years, in the following format:

Collection and Delinquent History of Assessments in Improvement Area #3 of the District

Collected in Fiscal Year	Assessment	Parcels	Delinquent Amount	Delinquent Percentage	Delinquent Amount	Delinquent Percentage	Total Assessments
<u>Ending 9/30</u>	<u>Billed</u>	<u>Levied</u>	<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Collected⁽¹⁾</u>
20__	\$			—	—		\$

⁽¹⁾ Collected as of ____, 20__. Includes \$____ attributable to Prepayments.

(ix) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(x) Total amount of Prepayments collected, as of the February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xi) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) which are currently subject to foreclosure proceedings which have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Improvement Area #3 of the District if the assessed property represents more than one percent (1%) of the total amount of Assessments.

(xii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If audited financial statements are not included with the financial information provided under subsection 4(a) above, unaudited financial statements shall be included with such financial information within the time period specified.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information.

(c) Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer.

Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such

written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.

The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Developer, Subsequent Third Party Owners, if any, and the Administrator in carrying out their respective obligations under the Developer Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the

year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which materially adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners of at least twenty-five (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Improvement Area #3 of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under

this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an “obligated person” under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Improvement Area #3 of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Administrator’s negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an “obligated person” under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION

AGENT AND THE ADMINISTRATOR IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent agrees that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Dissemination Agent has entered into a separate agreement with the Issuer, which agreement provides for the payment of the fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute

Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of Improvement Area #3 of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 19. Anti-Boycott Verification. The Dissemination Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 20. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent represents that neither the Dissemination Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable state or federal law and excludes the Dissemination Agent and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any state or federal sanctions regime relating to a foreign terrorist organization. The Dissemination Agent understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 21. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

CITY OF MCLENDON-CHISHOLM, TEXAS

By: _____
City Manager

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER

HTS CONTINUING DISCLOSURE SERVICES,
A Division Of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of McLendon-Chisholm, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2021
(Sonoma Public Improvement District Improvement Area #3 Project)
(the "Bonds")
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of McLendon-Chisholm, Texas (the "Issuer"), has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated February 15, 2021, between the Issuer, P3Works, LLC, as "Administrator" and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as "Dissemination Agent." The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
on behalf of the City of McLendon-Chisholm,
Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of McLendon-Chisholm, Texas

EXHIBIT B

**CITY OF MCLENDON-CHISHOLM, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(SONOMA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)**

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP NOS: [insert CUSIP NOs.]

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding Audited Financial Statements of the Issuer

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vi)

[Insert a line item]

**SECTION 4(a)(vii) COLLECTION AND DELINQUENCY HISTORY OF THE
ASSESSMENTS WITHIN IMPROVEMENT AREA #3 FOR THE PAST FIVE FISCAL
YEARS, IN THE FOLLOWING FORMAT:**

Collection and Delinquent History of Assessments in Improvement Area #3 of the District

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected ⁽¹⁾
20__	\$			—	—		\$

⁽¹⁾ Collected as of _____, 20__. Includes \$_____ attributable to Prepayments.

**ITEMS REQUIRED BY SECTIONS 4(a)(viii) – (xi) OF THE CONTINUING
DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF
MCLENDON-CHISHOLM, TEXAS SPECIAL ASSESSMENT REVENUE BONDS,
SERIES 2021, (SONOMA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT
AREA #3 PROJECT)**

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES¹

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Annual Installments of Assessments are due.
February 1	1	Annual Installments of Assessments Delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payments on March 1. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified in writing. Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Annual Installments of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure. If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue

¹ Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures are subject to adjustment by the Issuer.

		Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.
March 15	43/44	Trustee pays bond interest payments to bondholders. Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate. Issuer, or the Trustee, on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Fund for debt service. Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties. Issuer determines whether or not any Annual Installments of Assessments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments of Assessments.
March 20	48/49	Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies. If any property owner with ownership of property responsible for more than \$10,000 of the Annual Installments of Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Assessments.
April 15	74/75	Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity. If Dissemination Agent has not received

		Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	90/91	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	104/105	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 121/122).
June 1	121/122	Foreclosure action to be filed with the court.
June 15	135/136	Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies bondholders.
July 1	151/152	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five (25%) of the Owners may request a meeting with the Mayor, City Manager, or other responsible official of the City to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%) Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: February 2, 2021

APPLICANT: Ryan Joyce

LOCATION: Generally located at the southwest corner of Pullen Road and Sinks Road

CITY COUNCIL HEARING DATE: February 9, 2021

PETITION:

The property owner of 90.10 acres, more or less, of land located in the Extra Territorial Jurisdiction of the City of McLendon-Chisholm through his designated representative has petitioned the City of McLendon-Chisholm, Texas for the annexation of the 90.10 acres, more or less) of land as shown in EXHIBIT A, the metes and bounds legal description of the property to be annexed.

PROPERTY OWNER: Reggie Hickerson

REPRESENTATIVE: Ryan Joyce

STAFF RECOMMENDATION: Approval of the annexation request.

BACKGROUND INFORMATION:

The subject property is a 90.10 acre (more or less) tract of land located southwest of the southwest corner of Pullen Road and Sinks Road and located within the extra territorial jurisdiction of the City. [This proposed annexation includes portions of Rockwall CAD Nos. 10846; 10851; 53878; 53879; 10852; 51678; 10848; 10850; 69591; and 46003]. This property is part of a larger acquisition of 164.59 acres of land, the majority of which is already located within the City limits of McLendon-Chisholm belonging to Mr. Hickerson and the Sinks family. Should the City Council approve the annexation of this property, the property owner's representative [and prospective purchaser of the 164.59 acres of land], is requesting that the City Council amend the City's Comprehensive Plan to allow for a minimum lot size of one-acre of land for each single family dwelling and adoption of a planned development district and concept plan for the 164.59 acres of land.

Subsequent to the annexation of the 90.10 acres, more or less, of land that are subject of this agenda item, the future owner [Mr. Joyce] of the property will request annexation of Sinks Road in order to provide a second required emergency access road to the new subdivision. Additionally, Rockwall County requires annexation of that portion of county roadways that are adjacent to properties that are annexed

by the City. Mr. Joyce has committed to assist with the required surveys for the roadway rights of way that will be annexed along with the Sinks Road annexation subsequent to the approval of the current annexation.

Thoroughfares/streets:

Pullen Road is County collector street providing access to SH 205 and FM 550. Sinks Road is a gravel driveway providing access to the subject property.

Legal Requirements:

Chapter 43 of the Texas Local Government Code prescribes the requirements for Type A General Law city to annex property upon petition by property owner. Specifically: Section 43.014, Authority to annex limited to extra territorial jurisdiction; Section 43.0671, Authority to annex on request of owners; 43.0672, Written agreement regarding services; and Section 43.0673, Public hearing.

Section 43.014, Authority to annex limited to extra territorial jurisdiction: The subject property is located in the City of McLendon-Chisholm's one-half mile ETJ.

Section 43.0671, Authority to annex on request of owners: See the attached authorization from Mr. Hickerson for his representative, Mr. Joyce, to request annexation of the Hickerson property located in the City's Extra Territorial Jurisdiction [see Exhibit A for legal description].

Section 43.0672, Written agreement regarding services: [See SERVICES AGREEMENT EXHIBIT]

Section 43.0673, Public hearing: required notices and publications have been provided as required by this section.

City of McLendon-Chisholm, Texas

Ordinance No. 2021-01

AN ORDINANCE OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AMENDING THE CITY LIMITS BOUNDARY OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, BY ANNEXING APPROXIMATELY 90.10 ACRES OF LAND AS REQUESTED BY THE PROPERTY OWNER OF RECORD GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF PULLEN ROAD AND SINKS ROAD, MORE PARTICULARLY DESCRIBED HEREIN, IN ROCKWALL COUNTY AND LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, PROVIDING FOR THE PRODUCTION OF AN CITY LIMITS MAP, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of McLendon-Chisholm, in compliance with state laws and with reference to the annexation of 90.10 acres of land more or less, have given the requisite notice by publication and otherwise, and after holding the required hearing and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of McLendon-Chisholm is of the opinion that should be annexed and the City Limits to be adjusted as provided herein. Now therefore:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM, TEXAS:

SECTION 1. That the City Limits of the City of McLendon-Chisholm be adjusted with the annexation of 90.10 acres of land as described in EXHIBIT A, attached to and made a part of this ordinance. And that the official map of the City Limits of the City of McLendon-Chisholm be amended to include the 90.10 acres of land, more or less, as shown in EXHIBIT A.

SECTION 2. That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this ordinance as applicable to the Property are hereby repealed and all other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part

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Annexation 90.10 Acres Pullen/Sinks Road

so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Plan or the Future Land Use Map as a whole.

SECTION 4. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

Passed and approved this 9th day of February 2021.

APPROVED:

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

EXHIBIT A

**METES AND BOUNDS DESCRIPTION OF PROPERTY TO BE ANNEXED
CITY OF McLENDON-CHISHOLM, COUNTY OF ROCKWALL
STATE OF TEXAS**

BEING APPROXIMATELY 90.10 ACRES OF LAND MORE OR LESS LOCATED IN THE WILLIAM FORD SURVEY, ABSTRACT NUMBER 80, ROCKWALL COUNTY, TEXAS, BEING ALL OF THE REGGIE HICKERSON CALLED 25.279 ACRE TRACT DESCRIBED AS TRACT 3 IN VOLUME 2388, PAGE 198, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.) AND ALL OF THE REGGIE HICKERSON CALLED 36.384 ACRE TRACT DESCRIBED AS TRACT 4 IN SAID VOLUME 2388, PAGE 198, AND ALL OF THE REGGIE HICKERSON TRACT CALLED 15.613 ACRES DESCRIBED IN VOLUME 2006, PAGE 108 (D.R.R.C.T) AND ALL OF THE REGGIE HICKERSON TRACT CALLED 13.278 ACRES DESCRIBED IN VOLUME 2006, PAGE 104 (D.R.R.C.T.) AND BEING GENERALLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PRECISE LAND SURV" FOUND IN THE SOUTHWEST LINE OF SINKS ROAD (PRIVATE DRIVE) AT THE EAST CORNER OF THE LINDSAY BURLESON, ET AL. TRACT DESCRIBED IN INSTRUMENT NUMBER 20170000008139, (D.R.R.C.T.), SAME BEING THE NORTH CORNER OF THE ABOVE-MENTIONED CALLED 25.279 ACRE TRACT;

THENCE SOUTH 45 DEGREES 28 MINUTES 46 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SINKS ROAD, APPROXIMATELY 799.54 FEET;

THENCE SOUTH 45 DEGREES 28 MINUTES 46 SECONDS EAST, CONTINUING ALONG THE SOUTHWEST LINE OF SINKS ROAD, A DISTANCE OF 626.47 FEET TO THE NORTH CORNER OF THE CHARLES SINKS, II CALLED 0.646 ACRE TRACT AS DESCRIBED IN VOLUME 2458, PAGE 261, (D.R.R.C.T.), SAME BEING THE EAST CORNER OF SAID 25.279 ACRE TRACT;

THENCE SOUTH 45 DEGREES 29 MINUTES 44 SECONDS WEST, ALONG THE NORTHWEST LINE OF THE ABOVE-MENTIONED 0.646 ACRE TRACT, A DISTANCE OF 770.92 FEET TO THE SOUTH CORNER OF SAID 25.279 ACRE TRACT, SAME BEING THE EAST CORNER OF THE ABOVE-MENTIONED 36.384 ACRE TRACT;

THENCE SOUTH 45 DEGREES 25 MINUTES 58 SECONDS WEST, CONTINUING ALONG THE NORTHWEST LINE OF SAID 0.646 ACRE TRACT, A DISTANCE OF 1132.31 FEET TO THE SOUTH CORNER OF SAID 36.384 ACRE TRACT, SAME BEING THE WEST CORNER OF SAID 0.646 ACRE TRACT;

THENCE NORTH 46 DEGREES 04 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, APPROXIMATELY 732.10 FEET;

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Annexation 90.10 Acres Pullen/Sinks Road

THENCE NORTH 45 DEGREES 52 MINUTES 14 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, APPROXIMATELY 652.39 FEET;

THENCE NORTH 46 DEGREES 26 MINUTES 34 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 13.276 ACRE TRACT, APPROXIMATELY 1111.00 FEET;

THENCE NORTH 44 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 13.276 ACRE TRACT AND 15.613 ACRE TRACT, APPROXIMATELY 1144.53 FEET;

THENCE SOUTH 45 DEGREES 53 MINUTES 36 SECONDS EAST, ALONG THE NORTH LINE OF SAID 15.613 ACRE TRACT, APPROXIMATELY 1109.96 FEET;

THENCE NORTH 44 DEGREES 27 MINUTES 44 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID 25.279 ACRE TRACT, APPROXIMATELY 781.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 90.10 ACRES OF LAND MORE OR LESS.

BASIS OF BEARING IS THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011.



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: February 3, 2021

APPLICANT: Ryan Joyce

LOCATION: Generally located at the southwest corner of Pullen Road and Sinks Road

CITY COUNCIL HEARING DATE: February 9, 2021

REQUEST:

The applicant is requesting approval of an amendment to the Comprehensive Plan, Future Land Uses section and Future Land Use Map. The proposed amendment will change the existing wording for Goal A and Policy 3 of the Future Land Uses section from requiring: "one and one-half acres of land" to "one acre of land". Then the Future Land Use Map will be amended changing the proposed future land use of "Rural Residential" to "Low Density Residential" on that portion of the 164.591 acres of land that is currently within the City Limits of McLendon-Chisholm and on that portion of the 164.591 acres of land that is currently within the McLendon-Chisholm Extra Territorial Jurisdiction.

PROPERTY OWNERS: Charles Sinks and Reggie Hickerson

REPRESENTATIVE: Ryan Joyce

PLANNING AND ZONING COMMISSION RECOMMENDATION: TO BE AVAILABLE FOLLOWING THE PLANNING AND ZONING COMMISSION MEETING OF FEBRUARY 8, 2021.

STAFF RECOMMENDATION: Approval

BACKGROUND INFORMATION:

The subject property is a 164.591 Acre tract of land located generally at southwest corner of Pullen Road and Sinks Road. [Rockwall CAD Nos. 10846; 10851; 53878; 53879; 10852; 51678; 10848; 10850; 69591; and 46003]. Approximately 90.10 acres are located within the McLendon-Chisholm ETJ with the remainder located within the City Limits.

The applicant is requesting that the Comprehensive Plan and Future Land Use Map be amended to establish that the minimum lot size of property designated "Low Density Residential" be reduced from one and one-half acres to a minimum lot size of one acre of land.

The Texas Local Government Code requires that zoning conform to the Comprehensive Plan.

Policy 12 of Section 5 of the McLendon-Chisholm Comprehensive Plan provides for the following amendment: "When a request for a change in land use is inconsistent with the Future Land Use Map [FLUM], a request to the city council must first be made to amend the FLUM. Then, if the FLUM is amended, the application may be made to change the land use. Further, if a request to change zoning is inconsistent with the Comprehensive Plan, the applicant should request a change in the Comprehensive Plan and if the Comprehensive Plan is amended by the City Council, then the applicant should request a change in zoning that is consistent with the revised Comprehensive Plan."

Following the consideration of the change in the Comprehensive Plan that reduces the minimum lot size for "Low Density Residential" from one and one-half acres to one acre, the applicant has a separate agenda item requesting a planned development district for 134 single family detached residential lots each having a minimum lot size of one acre.

There is a question regarding applying future land use standards to property that is not located within the City Limits of the City. The City Council is going to consider the annexation of the subject property that is currently in the ETJ [approximately 90.10 acres] on February 9, 2021. If the annexation is not approved, then the amendment to the Comprehensive Plan will not be considered by the City Council.

Chapter 14, Section 1-8 of the McLendon-Chisholm Zoning Ordinance, "Zoning of annexed territory" states "A. Permanent zoning concurrent with zoning. An area or areas being annexed to the City of McLendon-Chisholm shall ordinarily be given permanent zoning concurrently with the annexation."

Recommending an amendment to the Comprehensive Plan in advance of the consideration by the City Council of the annexation, provides the City Council upon recommendation of the Planning and Zoning Commission the opportunity to consider the permanent zoning concurrently with the annexation.

Thoroughfares/streets:

Pullen Road is a local street providing access to SH 205 and FM 550. Sinks Road is a gravel road providing access to a portion of the subject property.

Ordinance No. 2021-02
Adopted 02.09.2021

CITY OF MCLENDON-CHISHOLM, TEXAS

Ordinance No. 2021-02

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING THE COMPREHENSIVE PLAN AND THE FUTURE LAND USE MAP OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, BY GRANTING AN AMENDMENT TO CHAPTER FIVE-FUTURE LAND USES AND THE FUTURE LAND USE MAP OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, COMPREHENSIVE PLAN BY CHANGING THE LANGUAGE OF GOAL A. AND POLICY 3. TO ALLOW FOR A MAXIMUM RESIDENTIAL DENSITY OF ONE ACRE OF LAND FOR EACH SINGLE FAMILY DWELLING UNIT AND TO EXPAND AND AMEND THE FUTURE LAND USE DESIGNATION ON A 164.591 ACRE TRACT OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF PULLEN ROAD AND SINKS ROAD, MORE PARTICULARLY DESCRIBED HEREIN, IN THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, PROVIDING FOR THE PRODUCTION OF AN AMENDED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of McLendon-Chisholm and the governing body of the City of McLendon-Chisholm, in compliance with state laws and with reference to amending the Comprehensive Plan, have given the requisite notice by publication and otherwise, an after holding due hearing and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of McLendon-Chisholm is of the opinion that said Comprehensive Plan and Future Land Use Map should be amended as provided herein. Now therefore:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. That the Comprehensive Plan and the Future Land Use Map of the City of McLendon-Chisholm, Texas, heretofore duly passed by the governing body of the City of McLendon-Chisholm, as heretofore amended, be hereby amended by changing the Comprehensive Plan Chapter 5-Future Land Use, Goal A. and Policy 3. Reducing the minimum lot size from one and one-half acres to one acre and to amend the Future Land Use Map designation on the 164.591-acre tract of land more particularly described in Exhibit "A",

attached hereto and incorporated herein, and herein referred to as the "Property" from "Rural Residential" to "Low Density Residential" as described in the Comprehensive Plan as amended.

SECTION 2. That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this ordinance as applicable to the Property are hereby repealed and all other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Plan or the Future Land Use Map as a whole.

SECTION 4. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

Passed and approved this 9th day of February 2021.

Approved:

Keith Short, Mayor

Attest:

Rochelle Green, City Secretary

EXHIBIT A

METES AND BOUNDS DESCRIPTION CITY OF McCLENDON-CHISOLM, COUNTY OF ROCKWALL

BEING 164.59 ACRES OF LAND LOCATED IN THE WILLIAM FORD SURVEY, ABSTRACT NUMBER 80, ROCKWALL COUNTY, TEXAS, BEING ALL OF THE REGGIE HICKERSON CALLED 13.276 ACRE TRACT AS DESCRIBED IN VOLUME 2006, PAGE 104, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 15.613 ACRE TRACT AS DESCRIBED IN VOLUME 2006, PAGE 108, (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 25.279 ACRE TRACT DESCRIBED AS TRACT 3 IN VOLUME 2388, PAGE 198, (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 36.384 ACRE TRACT DESCRIBED AS TRACT 4 IN VOLUME 2388, PAGE 198, (D.R.R.C.T.), ALL OF THE CHARLES SINKS, II CALLED 0.646 ACRE TRACT AS DESCRIBED IN VOLUME 2458, PAGE 261, (D.R.R.C.T.), ALL OF THE CHARLES SINKS II AND SANDRA SINKS CALLED 1.706 ACRE TRACT DESCRIBED AS TRACT TWO IN VOLUME 3414, PAGE 264, (D.R.R.C.T.), ALL OF THE REMAINDER OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.375 ACRE TRACT DESCRIBED AS TRACT 3 IN VOLUME 844, PAGE 98, (D.R.R.C.T.), ALL OF THE REMAINDER OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.481 ACRE TRACT DESCRIBED AS TRACT 2 IN VOLUME 844, PAGE 280, (D.R.R.C.T.), ALL OF THE REMAINDER OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.581 ACRE TRACT DESCRIBED AS TRACT 1 IN VOLUME 844, PAGE 280, (D.R.R.C.T.) ALL OF THE CHARLES SINKS, II CALLED 5.00 ACRE TRACT AS DESCRIBED IN VOLUME 953, PAGE 272, (D.R.R.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PRECISE LAND SURV" FOUND IN THE SOUTHWEST LINE OF SINKS ROAD (PRIVATE DRIVE) AT THE NORTH CORNER OF THE ABOVE-MENTIONED 25.279 ACRE TRACT;

THENCE SOUTH 45 DEGREES 28 MINUTES 46 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SINKS ROAD, A DISTANCE OF 1426.01 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE NORTH CORNER OF THE ABOVE-MENTIONED 0.646 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 25.279 ACRE TRACT;

THENCE SOUTH 45 DEGREES 28 MINUTES 46 SECONDS EAST, A DISTANCE OF 15.45 FEET TO A 3/8" IRON ROD FOUND IN THE NORTHWEST LINE OF THE ABOVE-MENTIONED 1.706 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 0.646 ACRE TRACT;

THENCE NORTH 46 DEGREES 59 MINUTES 13 SECONDS EAST, A DISTANCE OF 50.70 FEET TO A 1/2" IRON ROD FOUND AT THE NORTH CORNER OF SAID 1.706 ACRE TRACT;

THENCE SOUTH 45 DEGREES 42 MINUTES 10 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.706 ACRE TRACT AND THE ABOVE-MENTIONED 24.375 ACRE TRACT, A DISTANCE OF 1616.73 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE EAST CORNER OF THE JUST MENTIONED 24.375 ACRE TRACT;

THENCE ALONG THE SOUTHEAST LINE OF SAID 24.375 ACRE TRACT, THE ABOVE-MENTIONED 24.481 ACRE TRACT AND THE ABOVE-MENTIONED 24.581 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) SOUTH 51 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 18.40 FEET TO A FENCE POST FOUND;
- 2) SOUTH 44 DEGREES 27 MINUTES 02 SECONDS WEST, A DISTANCE OF 615.41 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET;
- 3) SOUTH 44 DEGREES 31 MINUTES 45 SECONDS WEST, A DISTANCE OF 21.61 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE COMMON SOUTH CORNER OF SAID 24.375 ACRE TRACT AND SAID 24.481 ACRE TRACT;
- 4) SOUTH 44 DEGREES 31 MINUTES 41 SECONDS WEST, A DISTANCE OF 653.43 FEET TO A T-POST FOUND AT THE SOUTH COMMON CORNER OF SAID 24.481 ACRE TRACT AND SAID 24.581 ACRE TRACT;
- 5) SOUTH 44 DEGREES 16 MINUTES 20 SECONDS WEST, A DISTANCE OF 643.50 FEET TO AN AXLE FOUND UNDER H-BRACE AT THE SOUTH CORNER OF SAID 24.581 ACRE TRACT;

THENCE NORTH 45 DEGREES 44 MINUTES 42 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 24.581 ACRE TRACT, AT A DISTANCE OF 1185.96 FEET PASS 0.32 FEET LEFT OF A 1/2" IRON ROD WITH CAP STAMPED "RPLS 5693" FOUND AT THE SOUTH CORNER OF THE ABOVE-MENTIONED 5.00 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 1652.75 FEET TO A 1/2" IRON ROD FOUND AT THE WEST CORNER OF SAID 5.00 ACRE TRACT, SAME BEING THE SOUTH CORNER OF SAID 0.646 ACRE TRACT;

THENCE NORTH 45 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE WEST CORNER OF SAID 0.646 ACRE TRACT, SAME BEING THE SOUTH CORNER OF THE ABOVE-MENTIONED 36.384 ACRE TRACT;

THENCE NORTH 46 DEGREES 04 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, A DISTANCE OF 732.10 FEET TO A 3/8" IRON ROD FOUND;

THENCE NORTH 45 DEGREES 52 MINUTES 14 SECONDS WEST, CONTINUING ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, A DISTANCE OF 652.39 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PRECISE LAND SURV" FOUND AT THE WEST CORNER OF SAID 36.384 ACRE TRACT, SAME BEING THE SOUTH CORNER OF THE ABOVE-MENTIONED 13.276 ACRE TRACT;

THENCE NORTH 46 DEGREES 26 MINUTES 34 SECONDS WEST, A DISTANCE OF 1110.00 FEET TO A MAG NAIL WITH WASHER STAMPED "ONEAL 6570" SET AT THE WEST CORNER OF SAID 13.276 ACRE TRACT;

THENCE NORTH 44 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 13.276 ACRE TRACT AND THE ABOVE-MENTIONED 15.613 ACRE TRACT, A DISTANCE OF 1144.53 FEET TO A MAG NAIL SET WITH WASHER STAMPED "ONEAL 6570" SET AT THE NORTH CORNER OF SAID 15.613 ACRE TRACT;

THENCE SOUTH 45 DEGREES 53 MINUTES 36 SECONDS EAST, A DISTANCE OF 1109.96 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PRECISE LAND SURV" FOUND AT THE EAST CORNER OF SAID 15.613 ACRE TRACT;

THENCE NORTH 44 DEGREES 27 MINUTES 44 SECONDS EAST, A DISTANCE OF 781.17 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 164.59 ACRES OF LAND, MORE OR LESS.



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: February 5, 2021

APPLICANT: Ryan Joyce

LOCATION: Generally located at the southwest corner of Pullen Road and Sinks Road

CITY COUNCIL HEARING DATE: February 9, 2021

REQUEST:

The applicant is requesting 1. approval of a planned development district for single family uses with a minimum lot size of one acre and, 2. approval of a concept plan for the development of the property on 164.591 acres of land generally located at the southwest corner of the intersection of Pullen Road and Sinks Road.

PROPERTY OWNERS: Charles Sinks and Reggie Hickerson

REPRESENTATIVE: Ryan Joyce

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission recommendation will be available following their meeting of February 8, 2021.

STAFF RECOMMENDATION: Approval of the requested planned development district and concept plan.

BACKGROUND INFORMATION:

The subject property is a 164.591 Acre tract of land located generally at southwest corner of Pullen Road and Sinks Road. [Rockwall CAD Nos. 10846; 10851; 53878; 53879; 10852; 51678; 10848; 10850; 69591; and 46003]. Approximately 90.10 acres are located within the McLendon-Chisholm ETJ with the remainder located within the City Limits.

The Texas Local Government Code requires that zoning conform to the Comprehensive Plan.

Thoroughfares/streets:

Pullen Road is a collector street providing access to SH 205 and FM 550. Sinks Road is a gravel drive providing access to a portion of the subject property.

CITY OF MCLENDON-CHISHOLM, TEXAS

Ordinance No. 2021-03

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING DISTRICT FROM AG AGRICULTURE TO A PD PLANNED DEVELOPMENT ZONING DISTRICT PROVIDING FOR 134 SINGLE-FAMILY LOTS AND THREE COMMON AREA LOTS ON A 164.591 ACRE TRACT OF LAND LOCATED GENERALLY AT THE SOUTHWEST CORNER OF THE INTERSECTION OF PULLEN ROAD AND SINKS ROAD, MORE PARTICULARLY DESCRIBED HEREIN, IN THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of McLendon-Chisholm and the governing body of the City of McLendon-Chisholm, in compliance with state laws and with reference to amending the Comprehensive Zoning Ordinance and Zoning Map, have given the requisite notice by publication and otherwise, an after holding due hearing and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of McLendon-Chisholm is of the opinion that said Comprehensive Zoning Ordinance and Map should be amended as provided herein. Now therefore:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of McLendon-Chisholm, Texas, heretofore duly passed by the governing body of the City of McLendon-Chisholm, as heretofore amended, be hereby amended by changing the Zoning District designation on the 164.591-acre tract of land more particularly described in Exhibit "A", attached hereto and incorporated herein, and herein referred to as the "Property" from AG Agriculture to a PD Planned Development District as described in Exhibit "B" Planned Development District Development Standards and amending the Official Zoning Map to reflect the approved change in zoning district.

SECTION 2. That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this ordinance as applicable to the Property are hereby repealed and all

Ordinance No. 2021-03
Adopted 02.09.21

other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance or Map as a whole.

SECTION 4. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

Passed and approved this 9th day of February 2021.

Approved:

Keith Short, Mayor

Attest:

Rochelle Green, City Secretary

EXHIBIT A
LEGAL DESCRIPTION FOR HERITAGE SUBDIVISION
PLANNED DEVELOPMENT DISTRICT

BEING 164.55 ACRES OF LAND LOCATED IN THE WILLIAM FORD SURVEY, ABSTRACT NUMBER 80, ROCKWALL COUNTY, TEXAS, BEING ALL OF THE REGGIE HICKERSON CALLED 13.276 ACRE TRACT AS DESCRIBED IN VOLUME 2006, PAGE 104, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 15.613 ACRE TRACT AS DESCRIBED IN VOLUME 2006, PAGE 111, (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 25.279 ACRE TRACT AS DESCRIBED IN VOLUME 2388, PAGE 198, (D.R.R.C.T.), ALL OF THE REGGIE HICKERSON CALLED 36.384 ACRE TRACT AS DESCRIBED IN VOLUME 2388, PAGE 202, (D.R.R.C.T.), ALL OF THE CHARLES SINKS II CALLED 5.00 ACRE TRACT AS DESCRIBED IN VOLUME 953, PAGE 272, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), ALL OF THE REMAINDER OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.581 ACRE TRACT AS DESCRIBED IN VOLUME 6422, PAGE 142, (D.R.R.C.T.), ALL OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.481 ACRE TRACT AS DESCRIBED IN VOLUME 155, PAGE 780, (D.R.R.C.T.), AND ALL OF THE CHARLES SINKS AND CHARLES SINKS II CALLED 24.375 ACRE TRACT AS DESCRIBED IN VOLUME 1485, PAGE 98, (D.R.R.C.T.), A PORTION OF THE ROLAND AND BAKER TRUSTEE PROPERTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A MAG NAIL WITH WASHER STAMPED "ONEAL 6570" SET IN THE APPROXIMATE CENTERLINE OF PULLEN ROAD AT THE WEST CORNER OF THE ABOVE-MENTIONED 13.276 ACRE TRACT;

THENCE NORTH 44 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF PULLEN ROAD AND THE NORTHWEST LINE OF SAID 13.276 ACRE TRACT AND THE ABOVE-MENTIONED 15.613 ACRE TRACT, A DISTANCE OF 1144.53 FEET TO A MAG NAIL WITH WASHER STAMPED "ONEAL 6570" SET AT THE NORTH CORNER OF SAID 15.613 ACRE TRACT;

THENCE SOUTH 45 DEGREES 53 MINUTES 36 SECONDS EAST, A DISTANCE OF 1109.96 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "PRECISE SURV" FOUND AT THE EAST CORNER OF SAID 15.613 ACRE TRACT, SAME BEING THE NORTH CORNER OF THE ABOVE-MENTIONED 36.384 ACRE TRACT AND THE WEST CORNER OF THE ABOVE-MENTIONED 25.279 ACRE TRACT;

THENCE NORTH 44 DEGREES 27 MINUTES 44 SECONDS EAST, A DISTANCE OF 781.17 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "PRECISE SURV" FOUND IN THE SOUTHWEST LINE OF SINKS ROAD AT THE NORTH CORNER OF SAID 25.279 ACRE TRACT;

THENCE SOUTH 45 DEGREES 28 MINUTES 46 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SINKS ROAD, AT A DISTANCE OF 1426.01 FEET PASS THE EAST CORNER OF SAID 25.279 ACRE TRACT, AT A DISTANCE OF 1441.46 FEET PASS A 3/8" IRON ROD FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 1442.75 FEET TO THE NORTHWEST LINE OF THE ABOVE-MENTIONED 24.375 ACRE TRACT;

THENCE NORTH 45 DEGREES 32 MINUTES 11 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 24.375 ACRE TRACT, A DISTANCE OF 50.66 FEET TO A 1/2" IRON ROD FOUND AT THE NORTH CORNER OF SAID 24.375 ACRE TRACT, SAME BEING THE WEST CORNER OF THE ISAAC LEVY AND SANDY K. LEVY

Ordinance No. 2021-03
Adopted 02.09.21

CALLED 24.388 ACRE TRACT AS DESCRIBED IN VOLUME 3439, PAGE 85, (D.R.R.C.T.) AND THE SOUTH CORNER OF LOT 12, SOUTH RIDGE ADDITION, AN ADDITION RECORDED IN CABINET E, SLIDE 345, PLAT RECORDS, ROCKWALL COUNTY, TEXAS (P.R.R.C.T.);

THENCE SOUTH 45 DEGREES 41 MINUTES 46 SECONDS EAST, A DISTANCE OF 1617.10 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE EAST CORNER OF SAID 24.375 ACRE TRACT, SAME BEING THE SOUTH CORNER OF THE ABOVE-MENTIONED 24.388 ACRE TRACT, AND FROM WHICH A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID 24.388 ACRE TRACT BEARS NORTH 50 DEGREES 45 MINUTES 26 SECONDS EAST, A DISTANCE OF 87.16 FEET;

THENCE ALONG THE SOUTHEAST LINE OF SAID 24.375 ACRE TRACT, THE ABOVE-MENTIONED 24.481 ACRE TRACT AND THE ABOVE-MENTIONED 24.581 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) SOUTH 52 DEGREES 14 MINUTES 47 SECONDS WEST, A DISTANCE OF 18.26 FEET TO A FENCE POST FOUND;
- 2) SOUTH 44 DEGREES 27 MINUTES 02 SECONDS WEST, A DISTANCE OF 615.41 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET;
- 3) SOUTH 44 DEGREES 31 MINUTES 45 SECONDS WEST, A DISTANCE OF 21.61 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE COMMON SOUTH CORNER OF SAID 24.375 ACRE TRACT AND SAID 24.481 ACRE TRACT;
- 4) SOUTH 44 DEGREES 31 MINUTES 41 SECONDS WEST, A DISTANCE OF 653.43 FEET TO A T-POST FOUND AT THE SOUTH COMMON CORNER OF SAID 24.481 ACRE TRACT AND SAID 24.581 ACRE TRACT;
- 5) SOUTH 44 DEGREES 20 MINUTES 30 SECONDS WEST, A DISTANCE OF 642.06 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE SOUTH CORNER OF SAID 24.581 ACRE TRACT;

THENCE NORTH 45 DEGREES 47 MINUTES 43 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 24.581 ACRE TRACT, AT A DISTANCE OF 1185.20 FEET PASS A 1/2" IRON ROD WITH CAP STAMPED "RPLS 5693" FOUND AT THE SOUTH CORNER OF THE ABOVE-MENTIONED 5.00 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 1651.97 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 5693" FOUND AT THE WEST CORNER OF SAID 5.00 ACRE TRACT, SAME BEING THE WEST CORNER OF SAID 24.581 ACRE TRACT;

THENCE NORTH 45 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE SOUTH CORNER OF SAID 36.384 ACRE TRACT;

THENCE NORTH 46 DEGREES 04 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, A DISTANCE OF 732.10 FEET TO A 3/8" IRON ROD FOUND;

THENCE NORTH 45 DEGREES 52 MINUTES 14 SECONDS WEST, CONTINUING ALONG THE SOUTHWEST LINE OF SAID 36.384 ACRE TRACT, A DISTANCE OF 652.39 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "PRECISE SURV" FOUND AT THE WEST CORNER OF SAID 36.384 ACRE TRACT, SAME BEING THE SOUTH CORNER OF THE ABOVE-MENTIONED 13.276 ACRE TRACT;

Ordinance No. 2021-03
Adopted 02.09.21

THENCE NORTH 46 DEGREES 26 MINUTES 34 SECONDS WEST, A DISTANCE OF 1110.00 FEET TO THE
POINT OF BEGINNING AND CONTAINING 164.55 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
HERITAGE SUBDIVISION
PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS
For Approximately 164.50 Acres
City of McLendon-Chisholm, Rockwall County, Texas

1. Purpose and Intent

This Planned Development District provide for the development standards for a planned subdivision containing 134 single-family residential lots with a minimum lot size of one acre of land and three community owned common area lots. This development is approximately 164.50 acres of land generally located near the intersection of Pullen Road and Sinks Road.

2. Special Provisions

This Exhibit includes the PD Development Standards and the Concept Plan both of which are included and made a part of the ordinance adopting the Planned Development District.

- a. Minor amendments to the PD, including minor amendments to an approved Concept Plan or Development Plan, shall satisfy the following standards:

- i. Does not increase density;
- ii. Does not change the maximum structure height, reduce setbacks or parking requirements, or reduce the size of any residential lot.

Requests to amend the PD or the Concept or Development Plans that fail to satisfy the standards of i. ii. Above shall be considered as a change in zoning and shall be required to satisfy the requirements of an original request for a change in zoning.

- b. Minor amendments amendment to the PDD including approved Concept or Development plans may be approved by the Mayor and the City Administrator. No action is required by the Planning and Zoning Commission or the City Council.
- c. Requests for minor amendments shall be made in writing and shall justify the reason or reasons for the requested amendment.

3. Development Plan

Prior to development of any portion of this planned development district, the City Council shall consider a development plan upon recommendation from the Planning and Zoning Commission. Any development plan shall conform to the Concept Plan that has been approved and made a part of this ordinance.

This development may be constructed in phases. However, if constructed in phases, each phase shall have a development plan reviewed and recommended by the Planning and Zoning Commission and reviewed and approved by the City Council prior to any construction in that phase.

4. Development Standards

Lot layout shall conform to the Concept Plan that has been adopted and is part of this ordinance.

- a. This is a single-family zoning district.
- b. Permitted uses. In this zoning district, no building or land shall be used, and no building shall be constructed, reconstructed, altered or enlarged, unless otherwise permitted in accordance with section 3-1. Use of land and buildings of the City of McLendon-Chisholm Zoning Ordinance as shown for the SF 1.5 Residential District.
- c. Area requirements. Minimum residential lot size one acre.
- d. Setbacks.

Front yard	50 feet
Side yard	10 feet
Rear yard	20 feet

Front yard setbacks shall be consistent for the entire block face. Side yard setbacks shall be consistent for the entire block face.

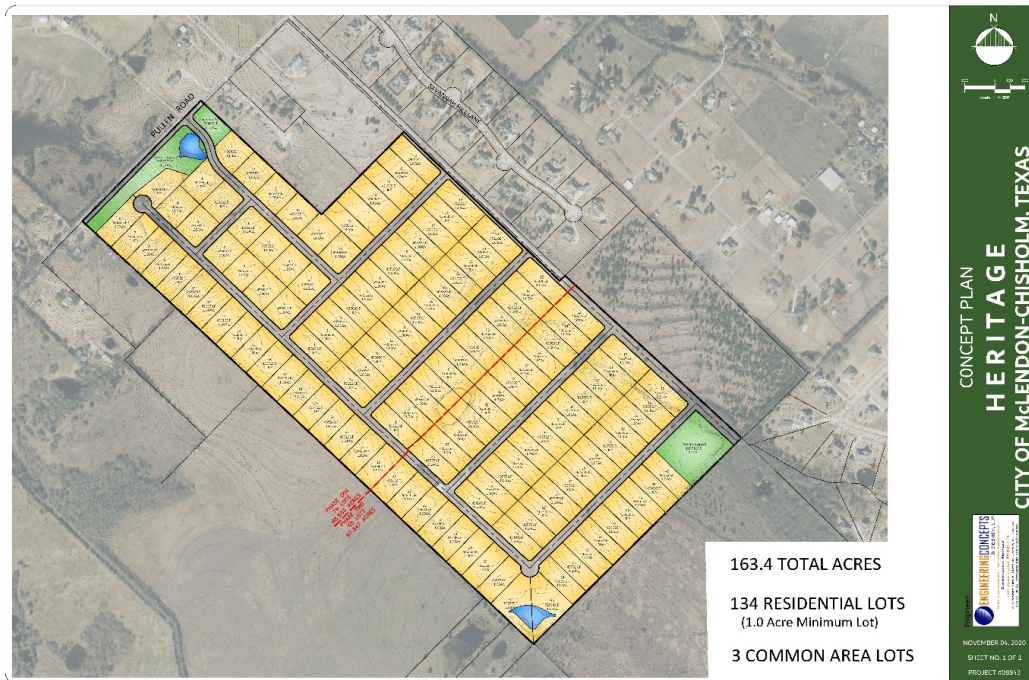
- e. Lot width. Minimum lot width is 120 feet.

For lots fronting on a cul-de-sac or eyebrow, the minimum lot width shall be measured at the front setback line. Corner lots may have the 10-foot side yard adjacent to the side street.

- f. Lot depth. 215 feet.
- g. Minimum Dwelling size. 2,300 square feet.
- h. Lot coverage. 20 percent.
- i. Maximum Height. 36 feet.
- j. Off-street parking. Shall conform to section 6-7, Off-street parking and loading requirements of the McLendon-Chisholm Zoning Ordinance.
- k. Accessory structures. Shall conform to the requirements of section 6-3 of the McLendon-Chisholm Zoning Ordinance.

Ordinance No. 2021-03
Adopted 02.09.21

Concept Plan



**MYTHS, STIGMA & FACTS REGARDING McLENDON-CHISHOLM'S
NEW CODE COMPLIANCE PROGRAM**

Myth: A Code Compliance Officer will give as many citations as possible to raise money for the city:

Fact: The purpose for the code Compliance Department is to keep the community looking clean, healthy, and attractive for those who live here as well as those who visit. McLendon-Chisholm's Code Compliance inspections program is geared toward voluntary compliance. Every reasonable effort is made to correct a violation before a citation is issued. A citation is the very last step in gaining compliance.

The first initial contact with the Code Compliance Officer is almost always a notification letter and/or door-hanger to let a property owner know about an existing violation and sets a reasonable timeline for compliance, and provides contact information in case the owner does not understand the notice.

Annual revenue received from code citations falls far short of paying for the code officer, and there is no quota set for number of citations issued or amount of citation money collected.

Myth: Code Compliance Officer is selective in the enforcement process:

Fact: All reactive complaints received are investigated by Code Compliance. The Code Compliance Officer will evaluate the complaint, interpret existing ordinances and determine the appropriate application of the ordinance in response to the complaint. If a complaint is identified as a violation, a formal case may be waged*. If a complaint does not meet the criteria for a violation, no action is taken.

All proactive violations are cited in the same manner* and a sweep of the neighborhood is the usual protocol. Selective Enforcement is non-existent in our department.

Myth: Code Compliance does not do anything when a violation is reported to the City:

Fact: All reported violations are handled in the order received. In some circumstance's violations are prioritized according to their impact on the environment and/or public safety. Example: An open and unsecured in-ground swimming pool compliant would take precedence over a high grass complaint because of the immediate threat to life-safety. Both complaints will be addressed in a timely manner but prioritized to protect the general public.

Note: Providing contact information when a complaint is made (phone, email, etc.) to the Code Compliance Department will help with the follow-up process.

Myth: Code Compliance Officer will ignore violations by some people or in certain areas of the city:

Fact: McLendon-Chisholm Code Compliance will treat all property owners in the same consistent and professional manner. Notice of Violation letters will be issued to residents and business owners, including city employees and elected officials, when violations are identified. Selective Enforcement is non-existent in our department.

Myth: Code Compliance will only respond to reactive complaints, they do not actively patrol:

Fact: Effective January 2021, The City's Code Compliance Officer will proactively patrol the entire city, all properties, and take appropriate action on all noted violations. Neighborhood Sweep signs will be posted one (1) week prior to a neighborhood sweep, for all Tier I violations (outside storage, trash & debris, junked vehicles, fence in disrepair, and parking on unapproved surface).

Failure to correct a violation will result in a formal complaint being waged and additional time given to correct the violation. If the violation continues uncorrected beyond the deadline, accelerated enforcement measures may be taken to bring about compliance. Communication is the key so please call, email, or text any concerns so property owners and staff can work together to get things resolved.

We want you to be on our team!

Sincerely,

Code Compliance Office Mark Woodruff

www.mclendon-chisholm.com

972-524-2077 (M-F 7:30 am – 12:30 pm)

mwoodruff@mclendon-chisholm.com



www.mclendon-chisholm.com

Code Compliance Documents

**Enclosed are some of the
necessary documents we will need
for the department.**

**This continues to be a work in
progress.**

ORDERED - DONE

Case # _____



Courtesy Notice/Aviso de Cortesia

Address/Direccion

To ensure the health and safety of your neighborhood, please address the following:

Para asegurar el bienestar y seguridad de su comunidad, le pedimos que corrija o arregle lo siguiente:

Violation/Violacion de ley

- | | |
|--|---|
| ☐ High Grass and/or Weeds
<i>El zacate esta muy alto existe hierba mala</i> CoO 6.02.002 | ☐ Landscape Maintenance
<i>Mantenimiento de jardin</i> CoO Chapter 14 (Sec 6-10) |
| ☐ Trash and Debris
<i>Basura o escombros</i> CoO Chapter 8 (Sec 8.04.011) | ☐ Home Occupation
<i>Ocupacion en el hogar</i> CoO Chapter 14 (Sec 6-6) |
| ☐ Outside Storage
<i>Almacenage al aire libre</i> CoO 6.02.002 | ☐ Prohibited Signs
<i>Signos prohibidos</i> CoO 3.05.022 |
| ☐ Parking
<i>Aparcamiento</i> CoO Chapter 14 (Sec 6-7) | ☐ Visibility Obstruction
<i>Obstrucción visibilidad</i> CoO Chapter 14 (Sec 6-10) |
| ☐ Junk Vehicle
<i>Vehiculo de trastos</i> CoO 8.06.001 | ☐ Miscellaneous
<i>Misceláneo</i> |

Date of Inspection
Fecha de Inspeccion

Date of Reinspection
Fecha de Segunda Inspeccion

This notice is being provided as a courtesy. However, failure to comply may result in abatement or issuance of a citation. *Este aviso se le provee como una cortesia. Sin embargo, si no cumple con lo requerido, se le dara una infraccion o violacion contra la ley.*

Received by (Print): _____

Signature: _____

Please call if you have any questions.

Si tiene alguna pregunta o duda, Por favor llame al numero.

Code Compliance Officer

City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, TX 75032
(972) 524-2077

Case # _____



Courtesy Notice/Aviso de Cortesia

Address/Direccion

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Para asegurar el bienestar y seguridad de su comunidad, le pedimos que corrija o arregle lo siguiente:

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<i>Almacenage al aire libre</i> CoO 6.02.002 | ☐ Prohibited Signs
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| ☐ Junk Vehicle
<i>Vehiculo de trastos</i> CoO 8.06.001 | ☐ Miscellaneous
<i>Misceláneo</i> |

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Signature: _____

Please call if you have any questions.

Si tiene alguna pregunta o duda, Por favor llame al numero.

Code Compliance Officer

City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, TX 75032
(972) 524-2077



McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, TX 75032
(972) 524-2077

February 5, 2021

Case #: 21-_____

John Q. Citizen
123 Main Street
McLendon-Chisholm, TX 75032

Re: Prohibited Signs at 123 Main Street

Dear John Q. Citizen,

An inspection of the above referenced property was conducted on February 5 2021. As a result of this inspection, the condition described below was observed:

Condition: Please remove the real estate sign mark SOLD on the property located at 1234 Happy Acres, otherwise known as Jolly Ranch, Phase II, lot 21 block 4 .

The condition described above is in violation of Section 3.05.022 of the McLendon-Chisholm Code of Ordinances, which states, it shall be unlawful for any person, firm, corporation, partnership, association of persons, owner, agent, occupant, or anyone having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the City, to allow real estate signs to remain posted and advertised [SOLD] longer than ten (10) days after the sale of the property. This section includes posting in any alley and/or easement.

This letter serves as notice that you have been given ten (10) days from the date of this notice to comply with this ordinance(s). A re-inspection will be conducted on February 15, 2021. If the violation is not in compliance within the time allotted, the City of McLendon-Chisholm may enter upon the property to abate the violation, remove the sign(s) and dispose of same.

Please make the necessary arrangements to have your property maintained with the McLendon-Chisholm Code of Ordinances. If you have corrected the above violation or plan to correct it within the time allotted, please accept our thanks for your cooperation. If you disagree with the findings of the inspection or have any questions, please call me at (469) 668-3245.

Sincerely,

Mark Woodruff
Code Compliance Officer

RECIPIENTS: John Q. Citizen (owner)
Certified Mail #: 123123123123

www.mclendon-chisholm.com

Case #: 21-_____

Printed Feb 5, 2021 at 8:00 AM by Mark Woodruff



Memorandum of Agreement

This Memorandum of Agreement is entered into by and between the City of McLendon-Chisholm, Texas ("City") and
whose address is _____.

1. Both parties agree that property owner is in fact the owner of certain real property located at _____, within the City of McLendon-Chisholm, Rockwall County, Texas.
2. Both parties agree that, in its current condition, the property at the above-described location is in violation of the codes and ordinances of the City of McLendon-Chisholm due to the presence of **trash and debris** and, due to this condition, represents a hazard to the health, safety and welfare of the citizens of McLendon-Chisholm.
3. Due to the conditions specified in paragraph 2 above, both parties agree that property owner shall, at his/her own expense (and at no expense to the City), take all necessary steps to clean and remove all **trash and debris** and abate said nuisance from the above location, within (15) days from the date of this Memorandum of Agreement.
4. If the **trash and debris** at the above location is not removed at the expiration of the fifteen (15) day period described above, property owner agrees, for the reasons specified in paragraph 2 above, to permit the City to enter onto said property and accomplish the complete removal of all **trash and debris** from said premises, to indemnify and hold the City harmless from all reasonable costs it has incurred regarding same.
5. In the event property owner fails or refuses to reimburse the City for its costs incurred under the provisions of paragraph 4 above, property owner hereby agrees and acknowledges the right of the City to seek enforcement of this Memorandum of Agreement in a court of competent jurisdiction in Rockwall County, Texas by requesting that a lien be placed upon the subject property in an amount equal to all reasonable costs incurred by the City plus reasonable administrative fees.
6. This Memorandum of Agreement represents the entire agreement and understanding between the parties and cannot be changed without the written consent of both parties.
7. This Memorandum of Agreement shall be performable in Rockwall County, Texas and shall be binding on and ensure to the benefit of both parties, together with their officers, employees, attorneys, agents, successors and assigns.
8. This Memorandum of Agreement shall be governed by the laws of the State of Texas. Venue shall be in any court of competent jurisdiction within Rockwall County, Texas.

SIGNED and AGREED TO on this the _____ day of _____, 2020.

(Property Owner Signature)

Property Owner's Printed Name/ Address

ATTEST:

(Municipal Court Clerk / Code Compliance
Officer, City of McLendon-Chisholm, Texas

Phone Number # (____) _____

www.mclendon-chisholm.com



McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, TX 75032
(972) 524-2077

January 4, 2021

Case #: 21-_____

John Q. Citizen
123 Main Street
McLendon-Chisholm, TX 75032

Re: Home Occupation Violation at 123 Main Street

Dear John Q. Citizen,

An inspection of the above referenced property was conducted on January 4, 2021. As a result of this inspection, the condition described below was observed:

Condition: Operating a Home Occupation is a residential district in violation of the regulations set forth in the ordinance.

The condition described above is in violation of Chapter 14 Section 6-6 of the McLendon-Chisholm Code of Ordinances, which states, it shall be unlawful for any person, association of persons, owner, agent, occupant, or anyone having supervision or control of any dwelling, lot, tract, parcel of land or portion thereof, occupied, or unoccupied, improved, or unimproved, within the corporate limits of the City, to violation one or more of the provisions stated in the ordinance:

Regulations. Home occupations are a permitted accessory use in all residential districts and are subject to the requirements of the district in which the use is located, in addition to the following:

1. Only the members of the immediate family occupying the dwelling shall be engaged in the home occupations.
2. The home occupation shall be conducted only within the enclosed area of the dwelling unit or the garage.
3. There shall be no exterior alterations which change the character thereof as a dwelling and/or exterior evidence of the home occupation.
4. No storage or display of materials, goods, supplies, or equipment related to the operation of the home occupation shall be visible outside any structure located on the premises.
5. No use shall create smoke, glare, noise, dust, vibration, fire hazard, small electrical interference or any other nuisance not normally associated with the average residential use in the district.
6. The home occupation shall not create any greater vehicular traffic than normal for the district.
7. No signs of any kind shall be allowed on premises advertising a home occupation or service.

This letter serves as notice that you have been given ten (10) days from the date of this notice to comply with this ordinance(s). A re-inspection will be conducted on January 14, 2021. If the violation is not in compliance within the time allotted, the City of McLendon-Chisholm may issue a citation,



McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, TX 75032
(972) 524-2077

and if you fail to appear in Municipal Court a warrant will be issued for failure to appear.

Please make the necessary arrangements to have your property maintained with the McLendon-Chisholm Code of Ordinances. If you have corrected the above violation or plan to correct it within the time allotted, please accept our thanks for your cooperation. If you disagree with the findings of the inspection or have any questions, please call me at (469) 668-3245.

Sincerely,

Mark Woodruff
Code Compliance Officer

RECIPIENTS: John Q. Citizen (owner)
Certified Mail #: 123123123123

www.mclendon-chisholm.com

Case #: 21-_____

Printed Jan 4, 2021 at 09:00 by Mark Woodruff

**(DRAFT) SAMPLE LETTER for
Substandard Structures
{I.P.M.C.}**

JANUARY 04, 2021

JOHN Q. CITIZEN
1234 HAPPY TRAILS RD.
MCLENDON-CHISHOLM, TX. 75032

SUBJECT: Substandard Structures
(Accessory Building - dilapidated barn)

Dear Sir:

To improve the overall quality of life for its citizens and to create a sense of community pride, the City of McLendon-Chisholm is taking steps to have dilapidated, substandard, and dangerous structures restored, repaired, or demolished/removed. It is recognized that the existence of poorly maintained substandard structures, if allowed to remain in such condition, create hazards, promote criminal activities, and cause decline of property values and neighborhood decline. The City of McLendon-Chisholm Code of Ordinances has the authority to conduct public hearings and require the vacation, relocation of occupants, securing, repair, removal, or demolition of a structure that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare.

A city-wide inspection and inventory of substandard structures conducted recently has revealed that you may own one or more structures (dilapidated barn) located at [address of violation here and a.k.a. lot, block & subdivision] which do not appear to comply with the minimum standards of the International Property Maintenance Code (IPMC) as well as City ordinances. **Please remove and properly dispose of the dilapidated barn located at the front of the property that is visible from the roadway to remain in compliance with city code.**

The purpose of this letter is to provide you with the opportunity to demonstrate your spirit of community pride by voluntarily bringing your property into compliance with all applicable codes and ordinances and thus making McLendon-Chisholm an attractive, safe place for all its citizens, businesses, and visitors. Please contact the Code Compliance Department if you have any questions or concerns on what you must do to bring your property up to code.

You may contact me Monday – Friday between the hours of 7:00 A.M. and 12:00 noon by calling (469) 668-3245.

Sincerely,

Mark Woodruff

Mark Woodruff, Code Compliance Officer
Email: mwoodruff@mclendon-chisholm.com



City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, TX 75032
(972) 524-2077

November 12, 2020

Case #: 10-

John Q. Citizen
123 Main Street
Rockwall, TX 75032

Re: Unsafe Structures & Equipment
International Property Maintenance Code 108.1.1

Dear John Q. Citizen,

An inspection of the above referenced property was conducted on November 12, 2020. As a result of this inspection, the condition described below was observed:

Condition: Please remove and properly dispose of the delapidated, collapsed substandard accessory building that has fallen and is located at the front of the residential property.

The condition described above is in violation of IPMC Section 108.1.1 of the McLendon-Chisholm Code of Ordinances, which states, it shall be unlawful for any person, firm, corporation, partnership, association of persons, owner, agent, occupant, or anyone having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the City, to permit an unsafe structure found to be dangerous to the life, health, property or safety of the public to remain on premises.

This letter serves as notice that you have been given twenty (20) days from the date of this notice to comply with this ordinance(s). If the violation is not in compliance within the time allotted, the City of McLendon-Chisholm may issue a citation to appear in Municipal Court. We are willing to work with you to achieve compliance.

Please make the necessary arrangements to have your property maintained with the McLendon-Chisholm Code of Ordinances. If you have corrected the above violation or plan to correct it within the time allotted, please accept our thanks for your cooperation. If you have any questions, please call me at (972) 524-2077

Sincerely,

Mark Woodruff
Code Compliance Officer

RECIPIENTS: John Q. Citizen (owner)
Certified Mail #: 123123123123

www.mclendon-chisholm.com

Case #: 20-_____

Printed Nov 12, 2020 at 09:00 by Mark Woodruff



Mclendon-Chisholm, Texas
1371 West FM 550
Mclendon-Chisholm, TX 75032
(972) 524-2077

October 26, 2020

Case #: 20-_____

John Q. Citizen
123 Main Street
Mclendon-Chisholm, TX 75032

Re: High Grass & Weeds at 123 Main Street

Dear John Q. Citizen,

An inspection of the above referenced property was conducted on October 26, 2020. As a result of this inspection, the condition described below was observed:

Condition: Please cut high grass and weeds located in the south yard.

The condition described above is in violation of Section 6-02.002 of the Mclendon-Chisholm Code of Ordinances, which states, it shall be unlawful for any person, firm, corporation, partnership, association of persons, owner, agent, occupant, or anyone having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the City, to suffer or permit grass, weeds or any plant that is not cultivated to grow to a greater height than 12 inches upon said premises. This section includes any alley and/or easement.

This letter serves as notice that you have been given ten (10) days from the date of this notice to comply with this ordinance(s). If the violation is not in compliance within the time allotted, the City of Mclendon-Chisholm may issue a citation, enter upon the property to abate the violation and require you to pay the cost of abatement, and if not paid, shall file a lien on the subject property.

Please make the necessary arrangements to have your property maintained with the Mclendon-Chisholm Code of Ordinances. If you have corrected the above violation or plan to correct it within the time allotted, please accept our thanks for your cooperation. If you disagree with the findings of the inspection or have any questions, please call me at (972) 524-2077.

Sincerely,

Mark Woodruff
Code Compliance Officer

RECIPIENTS: John Q. Citizen (owner)
Certified Mail #: 123123123123

www.mclendon-chisholm.com Case #: 20-00000Printed Oct 26, 2020 at 09:00 by Mark Woodruff



McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, TX 75032
(972) 524-2077

February 4, 2021

Case #: 21-_____

John Q. Citizen
123 Main Street
McLendon-Chisholm, TX 75032

Re: Outside Storage at 123 Main Street

Dear John Q. Citizen,

An inspection of the above referenced property was conducted on February 4, 2021. As a result of this inspection, the condition described below was observed:

Condition: Please remove the stacked bricks, concrete and building materials not being used.

The condition described above is in violation of Section 6.02.022 of the McLendon-Chisholm Code of Ordinances, which states, it shall be unlawful for any person, firm, corporation, partnership, association of persons, owner, agent, occupant, or anyone having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the City, to accumulate debris, dirt, concrete, rocks, construction materials and building waste, and/or similar items not meant to be outside 100% of the time, in an alley, on sidewalk, street or vacant lot, or upon any public or private premises within the corporate limits of the city. This section includes any alley and/or easement.

This letter serves as notice that you have been given ten (10) days from the date of this notice to comply with this ordinance(s). A re-inspection will be conducted on February 14, 2021. If the violation is not in compliance within the time allotted, the City of McLendon-Chisholm may issue a citation to appear in Municipal Court.

Please make the necessary arrangements to have your property maintained with the McLendon-Chisholm Code of Ordinances. If you have corrected the above violation or plan to correct it within the time allotted, please accept our thanks for your cooperation. If you disagree with the findings of the inspection or have any questions, please call me at (469) 668-3245.

Sincerely,

Mark Woodruff
Code Compliance Officer

RECIPIENTS: John Q. Citizen (owner)
Certified Mail #: 123123123123

www.mclendon-chisholm.com

Case #: 21-_____

Printed Jan 4, 2021 at 09:00 by Mark Woodruff



McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, TX 75032
(972) 524-2077

January 4, 2021

Case #: 20-_____

John Q. Citizen
123 Main Street
McLendon-Chisholm, TX 75032

Re: Junked Vehicle at 123 Main Street

Dear John Q. Citizen,

An inspection of the above referenced property was conducted on January 4, 2021. As a result of this inspection, the condition described below was observed:

Condition: Please bring in to compliance or remove from public view the .

The condition described above is in violation of Section 8.06.001 of the McLendon-Chisholm Code of Ordinances, which states, it shall be unlawful for any person, firm, corporation, partnership, association of persons, owner, agent, occupant, or anyone having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the City, to allow a motor vehicle as defined in V.T.C.A., Transportation Code, section 683.071, that is self-propelled and inoperable; and is wrecked, dismantled, partially dismantled, or discarded; or has remained inoperable for more than 72 consecutive hours, if the vehicle is on public property, or for more than 30 consecutive days, if the vehicle is on private property. A "junked vehicle" includes a motor vehicle, aircraft, or watercraft. .

This letter serves as notice that you have been given ten (10) days from the date of this notice to comply with this ordinance(s). A re-inspection will be conducted on January 14, 2021. If the violation is not in compliance within the time allotted, the City of McLendon-Chisholm may issue a citation, enter upon the property to abate the violation, and require you to pay the cost of abatement, and if not paid, shall file a lien on the subject property.

Please make the necessary arrangements to have your property maintained with the McLendon-Chisholm Code of Ordinances. If you have corrected the above violation or plan to correct it within the time allotted, please accept our thanks for your cooperation. If you disagree with the findings of the inspection or have any questions, please call me at (469) 668-3245.

Sincerely,

Mark Woodruff
Code Compliance Officer

RECIPIENTS: John Q. Citizen (owner)
Certified Mail #: 123123123123



McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, TX 75032
(972) 524-2077

www.mclendon-chisholm.com

Case #: 20-_____ Printed Jan 4, 2021 at 09:00 by Mark Woodruff



McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, TX 75032
(972) 524-2077

January 4, 2021

Case #: 21-_____

John Q. Citizen
123 Main Street
McLendon-Chisholm, TX 75032

Re: Trash and Debris at 123 Main Street

Dear John Q. Citizen,

An inspection of the above referenced property was conducted on January 4, 2021. As a result of this inspection, the condition described below was observed:

Condition: Please remove the trash, rubbish and debris described as.

The condition described above is in violation of Section 8.04.011 of the McLendon-Chisholm Code of Ordinances, which states, it shall be unlawful for any person, firm, corporation, partnership, association of persons, owner, agent, occupant, or anyone having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the City, to deposit garbage, trash, rubbish, stagnant water or dead animals, upon or along any drain, gutter, alley, sidewalk, street or vacant lot, or upon any public or private premises within the corporate limits of the city. This section includes any alley and/or easement.

This letter serves as notice that you have been given ten (10) days from the date of this notice to comply with this ordinance(s). A re-inspection will be conducted on January 14, 2021. If the violation is not in compliance within the time allotted, the City of McLendon-Chisholm may issue a citation, enter upon the property to abate the violation, and require you to pay the cost of abatement, and if not paid, shall file a lien on the subject property.

Please make the necessary arrangements to have your property maintained with the McLendon-Chisholm Code of Ordinances. If you have corrected the above violation or plan to correct it within the time allotted, please accept our thanks for your cooperation. If you disagree with the findings of the inspection or have any questions, please call me at (469) 668-3245.

Sincerely,

Mark Woodruff
Code Compliance Officer

RECIPIENTS: John Q. Citizen (owner)
Certified Mail #: 123123123123

www.mclendon-chisholm.com

Case #: 21-_____

Printed Jan 4, 2021 at 09:00 by Mark Woodruff



Contract Work Order

City of McLendon-Chisholm – Code Compliance Department
1371 West FM 550
(972) 524-2077

Part 1. Officer Information

Officer Name:	Officer Sig.:	Today's Date:
Officer Phone #:	Approved By:	Appvl Date:

Part 2. Property Information

Property Address:	RCAD ID:
Property Owner:	# of Acres:
Property Owner (NOV) Address:	
Undeveloped Lot? Yes ☐ No ☐	Vacant Structure? Yes ☐ No ☐
Utility Cut-Off Date:	

Part 3. Violation Information

Case #: -	Case Start Date:	Case Type:	#CWOs in past 12 Months:
NOV Date:	NOV Sent To	Owner:	Occupant:
		Mortgage:	Prop. Mgmt. Comp.:
DT Date:	2nd DT Date:	Posted Date:	

Part 4. Work to be Performed by Contractor

Staff Contact Required: **YES** ☐ **NO** ☐

Mow Vacant Lot:	Acreage Mow:	Trash/Deb. (take away):	Tree Removal:
Mow Lot w/ Structure:	Perimeter Mow:	Tree Trim (IESI):	Fence Quote:
Mow Alley/Easement:	Trash/Deb. (IESI):	Tree Trim (take away):	

Staff Comments:

To Be Completed By Contractor

Date Completed:	Start Time: am pm	End Time: am pm	*Before & After Photo REQUIRED *
Violation Abated Upon Arrival:	Yes ☐ No ☐	Date:	*Photo REQUIRED when Abated by Other*

Contractor Comments:

Contractor Name (printed):		Signature:	Date:
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Part 5. Office Use Only

Phoned:	Faxed:	Emailed:	Date:	Map Attached:	Yes ☐ No ☐
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City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, Texas 75032
(972) 524-2077
Fax: (972) 524-9128

LIEN

State of Texas §
County of Rockwall §

WHEREAS, the owner(s) of record, as noted below, of the property legally described as 1234 Happy Trails Drive., McLendon-Chisholm, Texas, violated the City of McLendon-Chisholm Code of Ordinances Section 6.02.002, specifically described as Overgrown Vegetation, and was notified in accordance with Section 6.02.002 on September 05, 2020, and was given the statutory limit of ten (10) days to remedy the violation of this ordinance. An additional thirty (30) days was given to pay abatement and administrative cost.

OWNER of RECORD: John Q. Citizen
1234 Happy Trails Drive
McLendon-Chisholm, TX 75032

LEGAL DESCRIPTION: SLEEPY HOLLOW PHASE IIIA
Block A, Lot 1

The said owner of the above described real property, because of nonconformity with Section 6.02.002, caused the City of McLendon-Chisholm, Texas to expend \$ 260.00 in order to correct the violation of Section 6.02.002.

SIGNED this _____ day of _____, 20_____.

Mark Woodruff, Code Compliance Officer, McLendon Chisholm, Texas

BEFORE ME, the undersigned authority, on this day personally appeared Mark Woodruff, Code Compliance Officer of McLendon-Chisholm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes therein expressed, and in the capacity therein state as the act and deed of the City of McLendon-Chisholm, Texas.

GIVEN under my hand and seal of office this _____ day of _____, 20_____.

Notary Public, State of Texas

Commission Expiration

Notary Public Stamp

Case #: []

Printed October 23, 2020 at 13:00 by Mark Woodruff



City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, Texas 75032
(972) 524-2077
Fax: (972) 524-9128

RELEASE OF LIEN

State of Texas §
County of Rockwall §

The **CITY OF MCLENDON-CHISHOLM, TEXAS**, the holder of that certain lien in the original principal sum of \$181.00 more fully described in a statement filed by the City of McLendon-Chisholm, Texas, duly recorded on 16 September 2020, Document number 2020/ Case No. #20-0239, of the Deed Records of Rockwall County, Texas against the property at **206 Happy Acres Drive**, located in Rockwall County, Texas, known as:

LEGAL DESCRIPTION: GOFF HOMES LTD
Northview Village, Phase V
Block G, Lot 4

The principal sum of \$181.00 bears ten (10%) percent interest from the date of payment of expenses by the City of McLendon-Chisholm, Texas thereby totaling \$72.40, bringing the total payoff amount to \$253.40.

FOR AND IN CONSIDERATION of a good and valuable consideration paid to the undersigned the receipt and sufficiency of which is hereby acknowledged, hereby **RELEASES AND DISCHARGES** the above described property from said lien or liens.

EXECUTED this _____ day of _____, 20____.

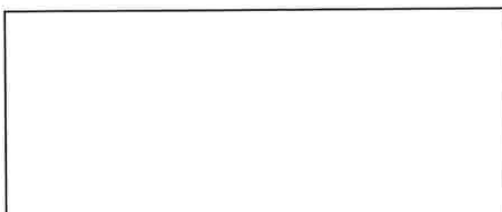
Mark Woodruff, Code Compliance Officer

BEFORE ME, the undersigned authority, Mark Woodruff, the Code Compliance Officer of the City of McLendon-Chisholm, Texas, a municipal corporation, personally appeared and upon oath stated that the statements contained in the above and foregoing **RELEASE OF LIEN** are true and correct, all to his best knowledge and belief.

GIVEN under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas

Commission Expiration



Notary Public Stamp

Lien
2020/Lien No. #

www.cityoffate.com

Printed December 10, 2020 at 09:00 by Mark Woodruff



City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
Phone: (972) 524-2077
Fax: (972) 524-9128

PAYOFF STATEMENT

Date: 26 October 2020

Holder of Lien: The City of McLendon-Chisholm, an incorporated City within Rockwall County, Texas

The **CITY OF MCLENDON-CHISHOLM, TEXAS**, the holder of that certain lien in the original principal sum of one-hundred and ninety-nine dollars and sixty-four cents (**\$199.64**), more fully described in a statement filed on 15 September 2020 by the City of McLendon-Chisholm, Texas, duly recorded as instrument #2020-000000000 in the Deed Records of Rockwall County, Texas against the property at 1371 West FM 550, located in Rockwall County, Texas, known as:

**LEGAL DESCRIPTION: Special Addition, Phase IIIA
Block A, Lot 15**

The principal sum of said lien shall bear ten percent (10%) interest from the date of payment of expenses by the City of McLendon-Chisholm, Texas (McLendon-Chisholm Code of Ordinances, Section 6-02-002). The total interest on the principal sum of one-hundred and ninety-nine dollars and sixty-four cents (\$199.64) through **30 November 2020** is zero dollars and zero cents (**\$00.00**), bringing the total payoff amount to one-hundred and ninety-nine dollars and sixty-four cents (**\$199.64**).

No fees shall be assessed by the City of McLendon-Chisholm, Texas for collections, attorney fees, nor for the preparation of a lien release document. Upon payment of the original principal sum and any interest thereof the recipient of a lien release statement shall be responsible for filing said lien release with the Rockwall County Clerk's Office.

The undersigned authority, Mark Woodruff, Code Compliance Officer, of the City of McLendon-Chisholm, Texas, certifies that the statements contained in the above and foregoing **PAYOFF STATEMENT** are true and correct, all to his best knowledge and belief.

Signed this _____ day of _____, 20____.

Mark Woodruff, Code Compliance Officer

Payoff Statement

Instrument #2020-0000000000

www.mclendon-chisholm.com

Printed 26 Oct 2020 by M. Woodruff



Code Compliance Complaint Form

Date of alleged violation:	
Name of alleged violator:	
Address/Location of Alleged violation:	
Nature/Description of Alleged violation:	

Today's date	
Name of complainant	
Address	
Phone	

City of McLendon-Chisholm Code Compliance to Complete

Code description: _____ Date violator was first contacted: _____

Length of time given to correct the violation: _____ Date to recheck: _____

Comments: _____

Date notice sent: _____ Official's Signature _____

Visit us at www.mclendon-chisholm.com

MISDEMEANOR PROBABLE CAUSE AFFIDAVIT

Suspect's Name: John Q. Citizen **DL/ID:** TX 12345678
Race: N/A **Sex:** M **DOB:** 8/8/1964 **Height:** N/A **Weight:** N/A **Eyes:** N/A **Hair:** N/A
Suspect's Residence Address: 1234 Happy Trails Drive
Suspect's Telephone Number(s): (214) 999-9999
Offense Charged: Allowing grass to exceed twelve (12) inches in a residential district
Offense Location: Throughout the entire property
Code and Section: CoO 6.02.002

State of Texas
County of Rockwall

Before Me, the undersigned authority, on this day, personally appeared the affiant who, after being duty sworn on oath, stated the following:

My name is Mark Woodruff, I am a Code Compliance Officer for the City of McLendon-Chisholm, Rockwall County, Texas, and I have good reason to believe and do believe that the following facts are true:

On or about the 29th day of August, 2020 at 10:00 am, in Rockwall County, Texas, the suspect named and described above, did then and there commit the offense of allowing grass to exceed twelve (12) inches in a residential district, a misdemeanor against the laws of the State of Texas.

Affiant's belief of the foregoing is based on the following facts:

On 28 August 2020, I observed high grass and weeds of approximately eighteen (18) inches throughout the rear yard between the fence and street at 1234 Happy Trails Dr. A notice of violation was sent to the listed property owner John Q. Citizen as recorded in the Rockwall County Appraisal District allowing ten (10) days for compliance. A re-inspection was conducted on 7 September 2020 observing that the high grass and weeds had not been cut. A citation was issued in-person to the listed property owner John Q. Citizen for allowing grass to exceed twelve (12) inches in a residential district. On 14 September 2020 I observed high grass and weeds of approximately three (3) feet throughout the rear yard between the fence and street at 1234 Happy Trails Dr. Presented on 14 September 2020 was DL # 12345678, issued to John Q. Citizen, a male, DOB 8/8/1964. Information was cross-referenced through PublicData.com.

Witness my signature, this the _____ day of _____, 20__.

AFFIANT

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20__, at _____, M.

(Signature of Person Administering Oath)

On this the _____ day of _____, 20__, I hereby acknowledge that I have examined the foregoing affidavit and have determined that probable cause exists for the issuance of a Capias writ for the arrest of the individual accused therein.

MAGISTRATE

In and for Rockwall County, Texas
McLendon-Chisholm - Municipal Court Judge



Case No. _____

POSTED

Address/Location of Property

_____ to _____
Date of Original Notice Expiration Date of Original Notice

This property has been posted in accordance with the City of McLendon-Chisholm Code of Ordinance Section 6.02.002 weeds, rubbish or unsanitary matter and/or IPMC Section 302.4 weeds and landscaping.

Notice is hereby given that the City of McLendon-Chisholm may take action to bring this property into compliance and assess the costs and charges incurred to the owner without further notice. This posting is the result of the following violation(s) at this location during the above referenced dates.

_____ **High grass/weeds, landscape maintenance**

_____ **Accumulation of trash/debris**

_____ **Date Posted** _____ **Code Compliance Officer**

Please call if you have any questions or concerns.

**1371 West FM 550
McLendon-Chisholm, TX 75032
972.524.2077**

This vehicle has been tagged for

PARKING ON AN UNAPPROVED SURFACE

You are required to remove it immediately.

You may park this vehicle in your driveway or the street.

McLendon-Chisholm Comprehensive Zoning Ordinance, Chapter 14 (Section 6-7): RESIDENTIAL DISTRICTS -- SPECIAL OFF-STREET

PARKING PROVISIONS:

1. Required off-street parking shall be provided on the same lot as the main residential structure it is to serve. 2. All vehicle parking (including motor vehicles, recreational vehicles, boats, trailers, personal watercraft, etc.) shall be on a suitably paved parking surface (defined as concrete or asphalt paving). Existing crushed rock parking areas constructed prior to the date of adoption of this ordinance may be continued to be used, however the surface must be maintained in the original material (no grass growing through) and may not be enlarged; and all new parking areas shall be constructed of concrete or asphalt paving materials. Minimum construction standards for asphalt paving are 2 inches of compacted base and 2 inches of rolled asphalt. Minimum construction standards for concrete paving are 4 inches of concrete with #3 rebar on 18 inch centers. All driveways and approaches to parking spaces shall be similarly paved, except in the A-O district in which driveways over 50 feet in length may be constructed of crushed rock (gravel) a minimum of 6 inches thick. 3. No required enclosed parking space, garage, carport, or other automobile storage space shall be converted into living space unless the required enclosed parking is provided elsewhere on the same lot which meets all other requirements of this ordinance such as, setbacks, exterior façade materials, etc.

Code Enforcement Official

CASE #

Date/Time

Code Compliance Department City of McLendon-Chisholm, Texas 1371 West FM 550 972-524-2077

STOP WORK ORDER

Pursuant to the Mcclendon-Chisholm Municipal Code, your work on this property/structure is not currently permitted or recognized. You are ordered to cease and desist all work on this property/structure until you have obtained a proper and legal permit to do such work. You may contact the Code Compliance Office at 972-524-2077 for further information on obtaining a permit.

**** NOTE: REMOVAL OF THIS PLACARD BEFORE PROPER PERMIT IS OBTAINED WILL RESULT IN HIGHER PERMIT FEES UP TO AND INCLUDING TWICE THE NORMAL PERMIT FEE.****

Code Enforcement Official

ID #

Date

CASE #

Pursuant to Section 108.2 of the I.C.C. Property Maintenance Code adopted by the City of
McLendon-Chisholm, this structure is hereby declared a

VACANT STRUCTURE

Due to the deteriorated condition this structure is currently deemed unfit for
human habitation and has been ordered:

CLOSED-UP

The Code Official is placing this notification in a conspicuous place on this structure on

Removal of this or any health or safety warning placard is prohibited by applicable law.

NOTE: Notice has also been sent by certified mail to the last known owner of record according to the
Rockwall County Texas Tax Rolls and Appraisal District Records.

Code Enforcement Official

CASE #

Date/Time

Code Compliance Department City of McLendon-Chisholm, Texas 1371 West FM 550 Phone: 972-524-2077

City of McLendon-Chisholm

20 Day Warning

Regarding Violation(s) of the International Property Maintenance Code 2018:

Accessory Buildings and/or Garages	Plumbing
Deck and/or Porch	Soluble Surface Protective Treatment
Doors and/or Windows	Roofing and/or Shingles
Ground Drainage and/or Rain Gutters	Safety and/or Security
Driveways and/or Sidewalks	Stagnant Water Violations
Eaves and/or Overhangs	Structural Issues
Electrical	Skirting and/or Blocks
Fascia and/or Siding	OTHER
Fencing and/or Barriers	
Infestation of Rodents or Insects	
Heating/Air Conditioning (HVAC)	

**PLEASE CONTACT MCLENDON-CHISHOLM CODE COMPLIANCE AT PHONE # 469-668-3245
FOR FURTHER INFORMATION OR TO DISCUSS A PLAN TO ABATE THESE VIOLATIONS.**

Any person directly affected by a decision of the Code Official or a notice or order issued under the International Property Maintenance Code 2018, shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within twenty (20) days after the day of the decision, notice or order was served. **An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or the requirements of this code are adequately satisfied by other means.** Appeals are filed with the City Administrator. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a **strict liability offense**. If the notice of violation is not complied with, the Code Official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. If this is a rental property, the above system and structural issues are the responsibility of the landlord, pursuant to the International Property Maintenance Code 2018 (IPMC), section 301.2. The City of McLendon-Chisholm does not honor agreements or contracts between landlords and tenants regarding repair responsibilities.

Address: _____ **McLendon-Chisholm, Texas** **Date:** _____ **CASE #** _____

City of McLendon-Chisholm, Revised 1-04-2021



City of McLendon-Chisholm, Texas
1371 West FM 550
McLendon-Chisholm, TX 75032
972-524-2077
Fax: 972-524-9128

COMMUNITY SERVICE AGREEMENT & WAIVER OF LIABILITY

In consideration for participating in the City of McLendon-Chisholm Juvenile Community Service Program, the undersigned participant and parent(s) or guardian(s) of the participant do hereby understand their rights regarding a waiver of rights to sue and, understanding those rights, hereby agree that they shall hold the City of McLendon-Chisholm, the County of Rockwall, the State of Texas, their agents, officers and employees free and harmless from liability of any type whatsoever, for any injuries of any nature which the undersigned may sustain, directly or indirectly, while performing community service with the City of McLendon-Chisholm.

I have read the foregoing and having consulted legal counsel, or having chosen not to consult legal counsel after having been advised of my right to do so, hereby freely and without reservation, execute this Hold Harmless and Waiver of Liability.

COMMUNITY SERVICE RULES

1. I acknowledge that I represent the McLendon-Chisholm and will behave accordingly.
2. I will report to the designated work site location on time and work for the time specified.
3. I will follow the instructions of the site directors and accept work assignments without argument or complaint, and I will adhere to any rules they impose.
4. I will not cause any disruptions of the normal business of the work site.
5. I will not engage in horseplay, teasing, swearing, excessive talking and/or socializing.
6. I will not engage in or encourage any form of fighting, name-calling or agitation of another person.
7. I will not engage in verbal, physical or sexual harassment.
8. I will not possess any knives or other dangerous devices.
9. I will not be in possession of alcohol, tobacco or any other drug other than prescribed or over-the-counter medication.
10. I will not be under the influence of alcohol, marijuana or any other mind-altering drug.

I understand that failure to comply with any of the above listed rules will be cause for dismissal from the City of McLendon-Chisholm Juvenile Community Service Program.

This form must be signed in the presence of an employee of the City of McLendon-Chisholm

Juvenile Participant: _____ Signature: _____
Parent or Guardian: _____ Signature: _____
Parent or Guardian: _____ Signature: _____
Employee Witness: _____ Signature: _____

Visit us at WWW.MCLENDON-CHISHOLM.COM



Memorandum of Agreement

This Memorandum of Agreement is entered into by and between the City of McLendon-Chisholm, Texas ("City") and
whose address is _____.

1. Both parties agree that property owner is in fact the owner of certain real property located at _____, within the City of McLendon-Chisholm, Rockwall County, Texas.
2. Both parties agree that, in its current condition, the property at the above-described location is in violation of the codes and ordinances of the City of McLendon-Chisholm due to the presence of **trash and debris** and, due to this condition, represents a hazard to the health, safety and welfare of the citizens of McLendon-Chisholm.
3. Due to the conditions specified in paragraph 2 above, both parties agree that property owner shall, at his/her own expense (and at no expense to the City), take all necessary steps to clean and remove all **trash and debris** and abate said nuisance from the above location, within (15) days from the date of this Memorandum of Agreement.
4. If the **trash and debris** at the above location is not removed at the expiration of the fifteen (15) day period described above, property owner agrees, for the reasons specified in paragraph 2 above, to permit the City to enter onto said property and accomplish the complete removal of all **trash and debris** from said premises, to indemnify and hold the City harmless from all reasonable costs it has incurred regarding same.
5. In the event property owner fails or refuses to reimburse the City for its costs incurred under the provisions of paragraph 4 above, property owner hereby agrees and acknowledges the right of the City to seek enforcement of this Memorandum of Agreement in a court of competent jurisdiction in Rockwall County, Texas by requesting that a lien be placed upon the subject property in an amount equal to all reasonable costs incurred by the City plus reasonable administrative fees.
6. This Memorandum of Agreement represents the entire agreement and understanding between the parties and cannot be changed without the written consent of both parties.
7. This Memorandum of Agreement shall be performable in Rockwall County, Texas and shall be binding on and ensure to the benefit of both parties, together with their officers, employees, attorneys, agents, successors and assigns.
8. This Memorandum of Agreement shall be governed by the laws of the State of Texas. Venue shall be in any court of competent jurisdiction within Rockwall County, Texas.

SIGNED and AGREED TO on this the ____ day of _____, 2020.

(Property Owner Signature)

Property Owner's Printed Name/ Address

ATTEST:

(Municipal Court Clerk / Code Compliance
Officer, City of McLendon-Chisholm, Texas

Phone Number # (____) _____

www.mclendon-chisholm.com

AFFIDAVIT FOR ADMINISTRATIVE SEARCH WARRANT

THE STATE OF TEXAS	§	_____
COUNTY OF ROCKWALL	§	Rockwall,
CITY OF MCLENDON-CHISHOLM	§	Rockwall County, Texas

The undersigned Affiant, being a Code Compliance Official, and being duly sworn, on oath makes the following statements:

There is in the City of McLendon-Chisholm, Rockwall County, Texas a suspected premise located at _____ aka _____, McLendon-Chisholm, Rockwall County, Texas. The owner of record of said property _____ . Located upon the property is _____. The property is _____ .

Affiant has probable cause to believe that a fire or health hazard or violation or unsafe structure condition is present upon said premises, to wit: _____ .

Such belief is based upon a personal inspection of the property made by Affiant within the last 24 hours. Said inspection was made from _____, a _____. Said inspection revealed _____ .

Affiant requests this Warrant for the purpose of allowing Code Compliance personnel to inspect the specified property to further determine the presence and degree of an unsafe building condition or a violation of a fire, health, or building regulation, statute, or ordinance.

Affiant will execute this warrant between the hours of 8:00 A.M. and 5:00 P.M. during the next three days, exclusive of the day of issuance and the day of execution.

AFFIANT

SUBSCRIBED AND SWORN TO before me by said Affiant on this the _____ day of _____, 2021.

Judge, Municipal Court
City of McLendon-Chisholm, Texas

ADMINISTRATIVE SEARCH WARRANT

THE STATE OF TEXAS	§	_____
COUNTY OF ROCKWALL	§	Rockwall,
CITY OF MCLENDON-CHISHOLM	§	Rockwall County, Texas

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

**TO any Fire Marshal, Fire Officer, Health Officer, Peace Officer, Animal Control Officer, Code Compliance Officer or Building Official of the CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS,
GREETINGS:**

WHEREAS, the Affiant, whose signature is affixed to the Affidavit attached hereto, is a Code Compliance Official, did this day subscribe and swear to said Affidavit before me (which said Affidavit is by this reference incorporated herein for all purposes);

AND WHEREAS, I find that said Affidavit establishes the proper grounds for issuance of this warrant for the inspection of the specified premises to determine the presence of a fire or health hazard or unsafe building condition or a violation of a fire, health, or building regulation statute or ordinance;

NOW THEREFORE, you are commanded to enter upon the named property: _____ aka _____, McLendon-Chisholm, Rockwall County, Texas, and premises described in said Affidavit and there to conduct a search for the presence of fire or health hazards or unsafe building conditions or violation of fire, health, or building regulation statutes or ordinances; and issue citations for said violations, pursuant to a lawful order issued pursuant to City ordinances.

HEREIN FAIL NOT, but have you then and there execute this warrant within three days, exclusive of the day of its issuance and the day of its execution, with your return thereon.

ISSUED AT ____ o'clock __.m. on the ____ day of _____, 2021 to certify to which witness my hand this day.

Judge, Municipal Court
City of McLendon-Chisholm, Texas

RETURN

Pursuant to Article 18.10 of the Texas Code of Criminal Procedure, I, _____, a Code Compliance Officer for the City of McLendon-Chisholm, inspected property located at _____ aka _____, McLendon-Chisholm, Rockwall County, Texas. I conducted said inspection under the authority of the attached Affidavit for Administrative Search Warrant and Administrative Search Warrant. Pursuant to said inspection, I found the following fire or health hazards or unsafe building conditions or violations of fire, health, or building regulation, statute, or ordinance: _____. (A copy of this Warrant was left at the property with _____) or

(No one was present at the property during the time of its execution, so a copy of this Warrant was left in a conspicuous place on the property, to wit: _____).

This Warrant was executed at _____ (time) on _____ (date).

City of McLendon-Chisholm, Rockwall County, Texas
Code Compliance - Code Enforcement Division

SUBSCRIBED AND SWORN TO before me by said Affiant on this the _____ day of _____, 2021.

Judge, Municipal Court
McLendon-Chisholm, Rockwall County, Texas

RETURN		
Case #	Date and time warrant executed:	Copy of warrant and inventory left with:
Inventory made in the presence of:		
Inventory of the property taken, and any property seized:		
Certification		
I declare under penalty of perjury that this inventory is correct and was returned along with the original warrant to the designated judge. Date: _____ _____ Executing officer's signature _____ Printed name and title		

NOTICE OF SEARCH WARRANT EXECUTION

INVENTORY LIST

On _____, _____, 2021, Code Compliance Representatives executed an Administrative Search Warrant on the property located at _____ for the purposes of determining if a Health, Fire, Safety, or other Code/Ordinance violation existed. As a result, the following was seized or performed:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

If you have any questions, please do not hesitate to contact _____ at 469-668-3245 regarding the property listed or activities performed and where any property seized is being held/stored.



Memorandum of Agreement – Sign Violation MC - CoO Chapter 3

This Memorandum of Agreement is entered into by and between the City of McLendon-Chisholm, Texas ("City") Code Compliance department and _____ a representative for _____.

1. Both parties agree that the representative of said company has been presented with a copy of the City of McLendon-Chisholm Code of Ordinances, Chapter 3 Section 3.05.005 in lieu of citation for a violation on this the ____ day of _____, 2021.
2. Both parties agree that the above-described representative is in violation of the codes and ordinances of the City of McLendon-Chisholm due to **signs being posted at** _____ location.
3. Due to the conditions specified in paragraph 2 above, both parties agree that the representative will strictly adhere to the ordinance and a second offense could result in the sign(s) being removed with a "no return" policy and/or a citation being issued to the representative of said company.
4. The representative shall take all necessary steps, if applicable, to remove all **signage posted on a utility pole, stop sign, fence post, and in the right-of-way area** and, refrain from posting such signs within the city limits of the city of McLendon-Chisholm.
5. This Memorandum of Agreement represents the entire agreement and understanding between the parties and cannot be changed without the written consent of the Code Official with the City of McLendon-Chisholm Code Compliance department.
6. This Memorandum of Agreement shall be performable in Rockwall County, Texas and shall be binding on and ensure to the benefit of both parties, together with their officers, employees, attorneys, agents, successors, and assigns.
7. This Memorandum of Agreement shall be governed by the laws of the State of Texas. Venue shall be in any court of competent jurisdiction within Rockwall County, Texas.

SIGNED and AGREED TO on this the ____ day of _____, 2021.

www.mclendon-chisholm.com

(Company Representative Name/ Printed)

(Company Representative Signature)

(Code Compliance Officer/ Badge Number#)

☐ **Warning**

☐ **Sign(s) Removed**

☐ **Citation in Person**

p

www.mclendon-chisholm.com

Pursuant to The City of McLendon-Chisholm Municipal Code 8.04.011, this property violates.

Section 04-011

TRASH, DEBRIS AND RUBBISH

The Code Official is placing this notification in a conspicuous place on this structure on:

Removal of this or any health or safety warning placard is prohibited by applicable law.

NOTE: Notice has also been sent by certified mail to the last known owner of record according to the Rockwall County Texas Tax Rolls and Appraisal District Records.

Code Enforcement Official

CASE #

Date/Time

Code Compliance Division

City of McLendon-Chisholm, Texas

1371 West FM 550

469-668-3245

WORK IN PROGRESS



New Code Compliance Department:

Program Description:

Code Compliance Department functions under the supervision of the City Administrator and Fire Chief.

These services are provided by one part-time Code Compliance Officer. Code Compliance is in place to protect the health, safety and welfare of the community by assuring compliance with adopted codes of the City of McLendon-Chisholm.

Our goal is compliance and our mission are to keep the city clean, healthy and attractive.

McLENDON-CHISHOLM FIRE RESCUE { BUILDING # 1 }

Has a new Public Safety building being erected adjacent to City Hall!



Keep up to date on McLendon-Chisholm

Visit the website at www.mclendon-chisholm.com

1371 West FM 550

McLendon-Chisholm, TX 75032

Phone: 972-524-2077 Fax: 972-524-9128

New Construction in McLendon-Chisholm

The City continues to received Building Permit Applications for lots in the City and we are excited for the new year as we continue to grow!



Neighborhood Associations:

Please visit the city website for a list of neighborhood associations
www.mclendon-chisholm.com

City Council Meetings:

The City Council meets the 2nd and 4th Tuesday of each month at 6:30pm.

For information on [Planning & Zoning](#) and [Board of Adjustment](#) meetings, please visit the city website at www.mclendon-chisholm.com

Interested in starting a neighborhood crime watch?

Contact:

[Sgt. Daniel Garcia](#) at (972) 772-6776,

[Officer Chris Cleveland](#) at (972) 772-6746

STAY INFORMED—[NOTIFY ME]

If you would like to stay informed on emergency notifications, public notices, public announcements, and other important information, please visit the city website at www.mclendon-chisholm.com. Click on [NOTIFY ME] and submit your contact info.

QUOTE OF THE MONTH

"Everything is possible. The impossible just takes longer."

- Dan Brown, Digital Fortress

CITY OFFICES WILL BE CLOSED

Monday, January 18 2020 in observance of Martin Luther King holiday

January 2021

City of McLendon -Chisholm

NOTICE TO MOW

Recent rains have wreaked havoc on all of us. But, the rain has left us a window in which to mow grass now and not jeopardize our mowers. Over 90% of the yards in McLendon-Chisholm are mowed and have been mowed as required.

IT IS NOW YOUR TURN. YARDS NOT MOWED IN A TIMELY MANNER WILL RESULT IN A VIOLATION LETTER BEING ISSUED TO OWNERS, TENANTS AND LANDLORDS.

Please cut and remove weeds, grass and brush. Don't forget the front, back and side yards, alleys, easements, parkways, drainage ditches and curb lines. For more information, please read the reverse side regarding this Ordinance.

Address: _____
Date: _____ CASE # _____

Your **IMMEDIATE ATTENTION** is greatly appreciated and necessary to prevent the issuance of a **FORMAL COMPLAINT**.

Code Compliance Officer
1371 W. FM 550, McLendon-Chisholm
Phone: 469-668-3245
Email: mwoodruff@mcclendon-chisholm.com

City of McLendon -Chisholm

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City of McLendon-Chisholm

Warning

ENHANCED STAGE 3 WATER RESTRICTIONS ARE IN EFFECT

NOTICE: Your property has been inspected and found to be in **VIOLATION**. It is **MANDATORY** that you **COMPLY** with the **REGULATIONS** listed on the REVERSE SIDE of this card.

Please be reminded that water conservation is necessary to slow the decrease in water levels in both the lakes and the water supply systems. You are required to comply with these measures to ensure adequate drinking water supplies throughout the drought period. Citations may be issued up to one per day per violation and a fine assessed of no more than \$2000.00 per citation.

CONSERVE EVERY DROP OF WATER

Address: _____

Date: _____ CASE # _____

Code Compliance Officer
1371 West FM 550
Phone: 972-524-2077
Email: code@mcclendon-chisholm.com

City of McLendon-Chisholm

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1371 West FM 550
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Email: code@mcclendon-chisholm.com

City of McLendon -Chisholm

20 Day Warning

Of A Violation Of The International Property Maintenance Code

The items below, need the corresponding action to be taken, to prevent future action.

Accessory Building (+)
Decks and/or Porches (+)
Door and/or Windows (#)
Drainage and/or Gutters (+)
Driveways and/or Sidewalks (+)
Eaves and/or Overhangs (+)
Electrical (+)
Fascia and/or Siding (+)
Fencing and/or Barriers (#)
Infestation and/or Rodent (*)
Mechanical (+)
Plumbing (+)
Roofing (+)
Safety and/or Security (#)
Skirting and/or Blocks (+)
Structural (+)
OTHER (See Back)

(A) Remove (B) Install
(C) Repair/Replace (D) Paint/Stain/Treat

+ (STOP) Permit IS Required **BEFORE**
Working

* (GO) Permit Is NOT Required

(CAUTION) Permit MAY Be Required

SEE BACK FOR FURTHER INSTRUCTIONS

Address: _____

Date : _____ CASE # _____

City of McLendon -Chisholm

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City of McLendon-Chisholm

Warning Citation

This is your last warning before citations are issued. To take care of the problem:

YOU HAVE RECEIVED AT LEAST ONE PREVIOUS NOTICE REGARDING:

YOU ARE NOW RECEIVING YOUR LAST WARNING!

ALL FUTURE NOTICES WILL BE IN THE FORM OF CITATIONS WITH A FINE AMOUNT OF NO MORE THAN \$_____ AND MAY BE WRITTEN AT THE RATE OF ONE PER DAY FOR THAT FINE AMOUNT.

TO RESOLVE THIS ISSUE, YOU MUST:

PLEASE SEE REVERSE SIDE

Address: _____
Date : _____ CASE # _____

Mark Woodruff, License # 2917
Code Compliance Officer
1371 West FM 550
McLendon Chisholm, Texas 75032
Phone: 972-524-2077
Email: code@mcclendon-chisholm.com

City of McLendon-Chisholm

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City of McLendon -Chisholm

10 Day Warning Of A Violation Of Stagnant Water Or Mosquito Breeding

To take care of the problem:

STAGNANT WATER

1. Please fill up, drain or re-grade any lots, grounds or yards that are holding standing water.

MOSQUITO BREEDING AREAS

1. Screen containers with wire netting to prevent the ingress or egress of mosquitoes.
2. Use an approved larvicide.
3. Complete emptying every seven days with a thorough drying or cleaning.
4. For more information, please read the reverse side regarding these Ordinance.

Address: _____

Date: _____ CASE # _____

Your **IMMEDIATE ATTENTION** is greatly appreciated and necessary to prevent the issuance of a **CITATION**.

Mark Woodruff, Code Compliance Officer
1371 West FM 550
McLendon-Chisholm, Texas 75032
Phone: 972-524-2077
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City of McLendon -Chisholm

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City of McLendon -Chisholm

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**ORDINANCE CHAPTER 3,
SEC. 06-006: NUMBERING
ON BUILDINGS:**

**OWNER OR OCCUPANT TO NUMBER
BUILDINGS**

The owner or occupant of each building within the city shall place and maintain that is located in the public right-of-way an official building number in a conspicuous place that can be clearly seen from the public street or fire lane. An official building number may be located on the front curb, but is not required.

SPECIFICATIONS FOR NUMBERS

An official building number placed pursuant to this article must be placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address number shall be Arabic numerals or alphabet letters. Number shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inches.

REAR NUMBERING ON NONRESIDENTIAL BUILDINGS

For all construction after November 18, 1991, official building numbers must be posted on the rear of nonresidential buildings so that the numbers are clearly visible from the street, alley. Or fire lane.

The rear numbers shall be posted on the rear door of the building. If the building has more than one rear door the official building number shall be posted on all doors, and the business name must be displayed on the outside of at least one rear door.

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Partners Since 2019



CommunityWasteDisposal.com
Since 1984



CommunityWasteDisposal.com
Since 1984

Partners Since 2019

Council Meeting Presentation

February 9, 2021

Jason Roemer
Municipal Coordinator





CommunityWasteDisposal.com
Since 1984

Partners Since 2019

City of McLendon-Chisholm CWD 2020 Annual Review



Residential Services

Trash, Recycling & Bulk Collection



Partners Since 2019

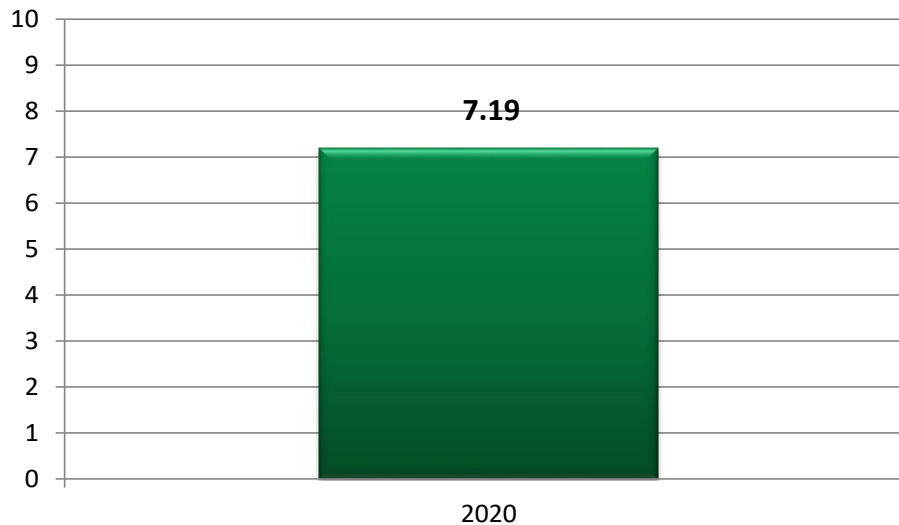


Trash, Recycling and Bulky Waste is collected once per week.



Residential Driver Incidents Per 100,000 Service Opportunities

RDIs can include a vehicle accident, a property claim, reckless driving or a conduct complaint.



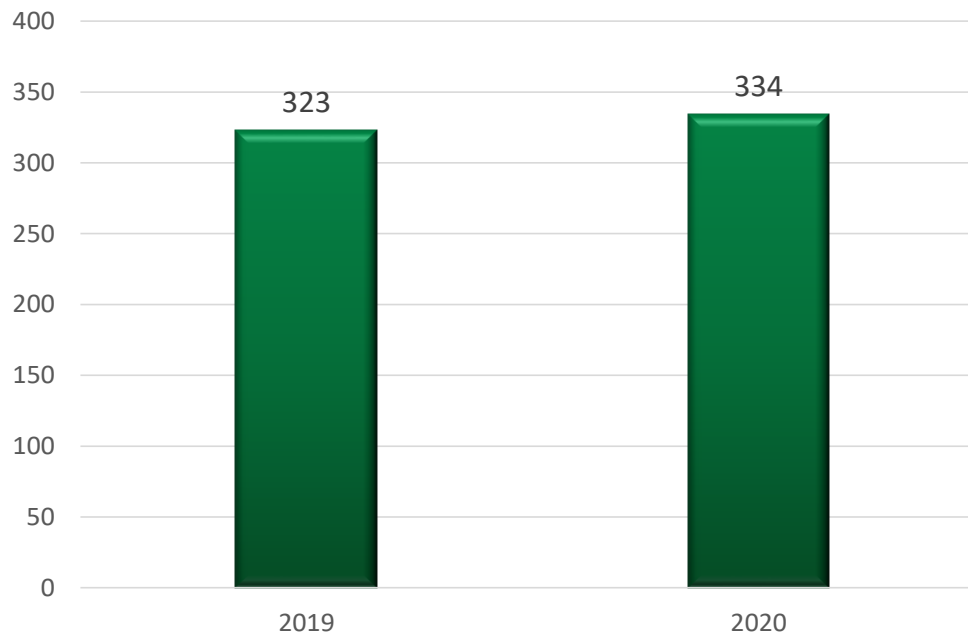
111,264 yearly service opportunities; 8 incidents



Partners Since 2019



Residential Recycled Materials Tons Collected



Residents recycled 334 tons of material in 2020.

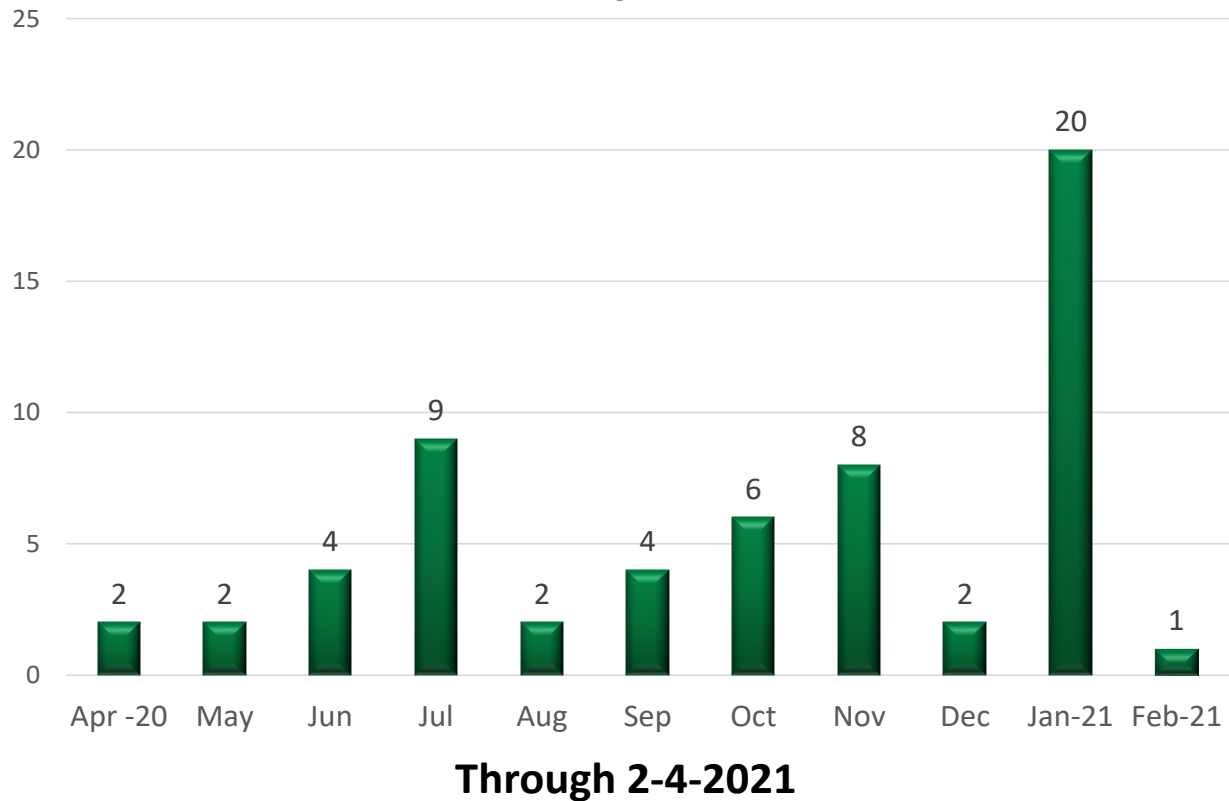


Partners Since 2019



Effects of COVID-19 on Service

CWD Monthly COVID Cases

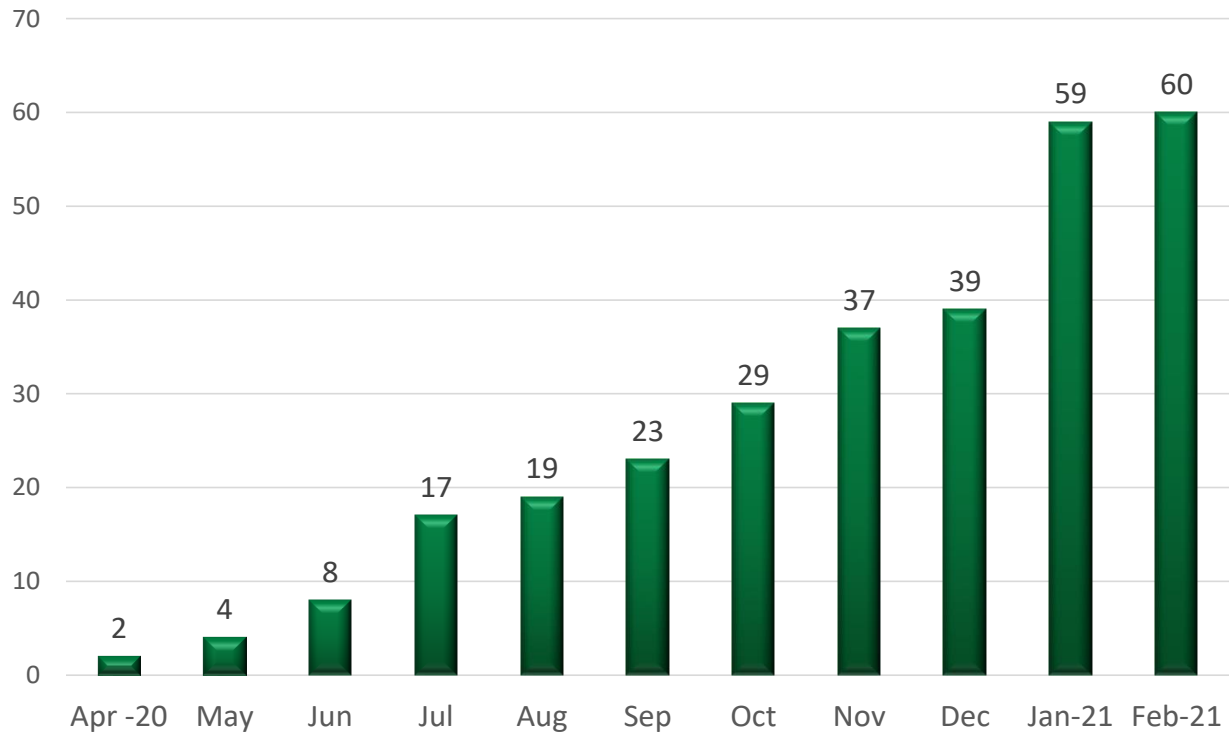


Partners Since 2019



Effects of COVID-19 on Service

CWD Cumulative COVID Cases



Through 2-4-2021



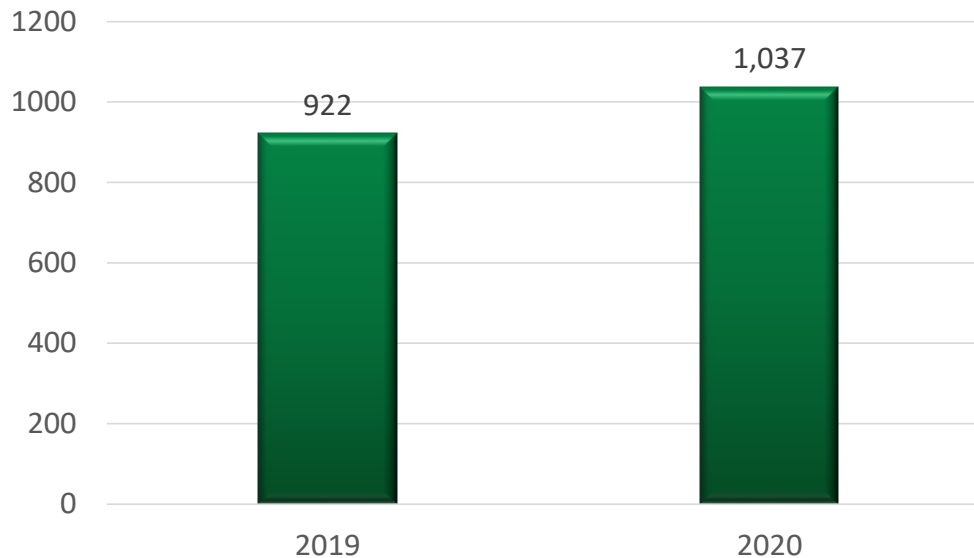
Partners Since 2019



Effects of COVID-19 on Service

Increase of Trash Tonnage

Trash/Brush and Bulk in Tons



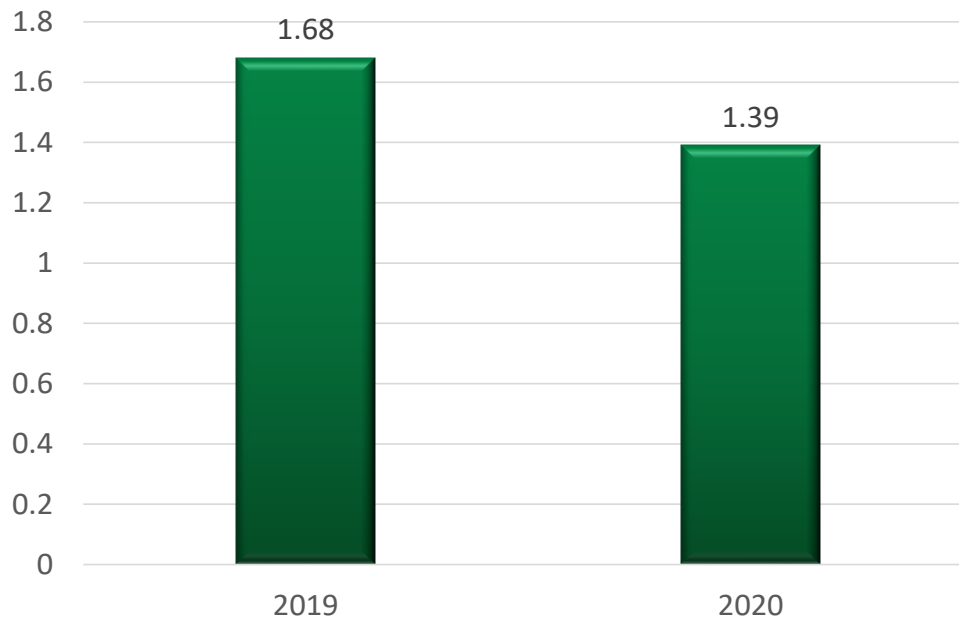
April through December Comparison



Partners Since 2019



Customer Service Inquiries Per 1,000 Service Opportunities



111,264 yearly service opportunities; 155 inquiries



Partners Since 2019



2020 Annual X-treme Green Event



The residents of McLendon-Chisholm properly disposed of 14,856 pounds of hazardous material in 2020.

The 2020 X-treme Green Event was held on August 29th



Partners Since 2019



Annual X-treme Green Event

One-stop Place to Dispose of HHW & Used Electronics



HHW



Used Electronics



Tires (No Rims)



Appliances



Shredding



**2021 X-Treme Green Event Date
October 16th**



Partners Since 2019



Community Partnership Paint Reuse Program



CWD's Paint Reuse Program is an environmentally friendly way to make use of old paint. Latex and oil-based paint is available in one-gallon and five-gallon cans, in various shades of beige.

In 2020, CWD distributed 3,300 gallons of paint.



Partners Since 2019



Community Partnership Paint Reuse Program



Municipalities have the option to make the paint continuously available at a public place, such as at your City Hall, where residents can easily pick up a gallon or several.



Partners Since 2019



Community Partnership

Good Neighbors



CommunityWasteDisposal.com
Since 1984

Partners Since 2019



Birthday parade for a resident on Pheasant Hill Dr.



Customer Service and Fleet Technology

CWD Mobile App



Partners Since 2019



Easily manage trash and recycling accounts via our mobile app!

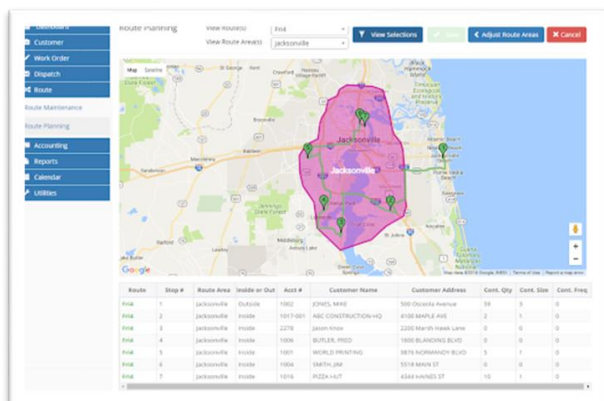


Customer Service and Fleet Technology

AMCS Platform



Partners Since 2019



Global Customer Relationship Management (CRM) Company

Increased Investment in Customer Service by 400%

Go Live – Q3 2021

Mobile Functionality

- Increased route efficiency
- Turn-by-turn navigation
- Instant dispatching

Route Optimization

- Stop sequencing
- Scenario based planning



Customer Service and Fleet Technology

3rd Eye Point of Service Verification

- Live GPS breadcrumb trail
- Automated photo record of service (green icons at right)



- Photos stored for 60 days
- All external cameras continuously recording
- On-demand video requests available to verify property damage, accidents, etc.



Partners Since 2019



Saved Resources



Partners Since 2019

City of McLendon-Chisholm Recycled 334 Tons in 2020

SAVING:

5,678 Trees

126,920 Gallons of Oil

2,338,000 Gallons of Water

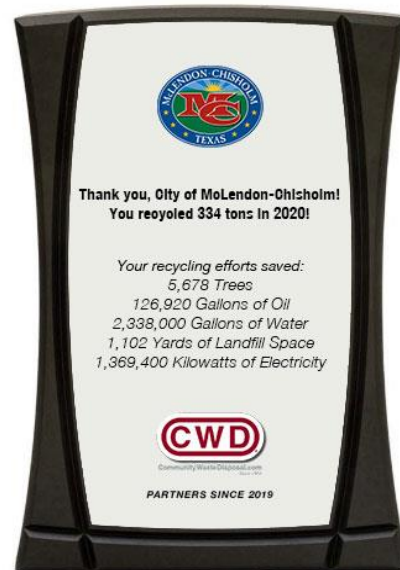
1,102 Yards of Landfill Space

1,369,400 Kilowatt Hours of Electricity



Greening a Generation

Thank You for Another Successful Year



Your award features a single satin silver aluminum plate and is made from solid, FSC® Recycled Richlite (post-consumer recycled paper).



Partners Since 2019





Working Together to Bring You More



CommunityWasteDisposal.com
Since 1984