



**AGENDA
CITY COUNCIL MEETING
TUESDAY, JULY 11, 2023
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. ITEMS FOR CONSIDERATION AND ACTION
 - 5.1. Presentation - Glen Acres Estates Road Update - Tom Milner, HOA President
 - 5.2. Consider approval of a preliminary plat for a little over 16 acres of land for the development of a 25-lot residential subdivisions with 9 open space/HOA lots located at the intersection of Mann Road and FM 548, Kaufman County, McLendon-Chisholm ETJ, on behalf of Meraki Phase 1A (Proposed).

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[Application](#)
[Staff Report](#)
[P&Z Recommendation](#)
 - 5.3. Presentation and action on a development agreement with Oak National Development LLC, for approximately 148.15 acres of land generally located adjacent to McLendon-Chisholm City Hall.

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[Development Agreement](#)
 - 5.4. Discussion and action regarding an ordinance concerning the annual Service and Assessment Plan (SAP) for the Public Improvement District (PID) - Zachary Little, PID 3 (Questions)

33 - 216

[2023 Annual Service Plan Update](#)
[Ordinance](#)
[Staff Report](#)
 - 5.5. Petition for Consent to Addition of Land to a Municipal Utility District for River Rock Trails Municipal Utility District No. 2.

217 - 233

[Staff memo related to Petition and Resolution to Add Land to Existing MUD](#)

[Resolution MUD No. 2](#)

- 5.6. Discuss and consider delivering a Notice of Intent to RCH Water Supply Corp. pursuant to the Texas Water Code 13.254 and 13.255. 234 - 283

[Notice of Intent](#)

[Asset Transfer Agreement](#)

- 5.7. City-Wide Photo Contest 284 - 286

[Photo Contest 2023 - Community wide](#)

[Staff Report -Photo Contest July 2023](#)

6. UPDATES, DISCUSSION AND DIRECTION TO STAFF

7. 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.

- 7.1. Mayor Short

- 7.2. Mayor Pro Tem Balkum

- 7.3. Council Member Tucker

- 7.4. Council Member Hoffman

- 7.5. Council Member McNeal

- 7.6. Council Member McLendon

8. ADJOURN

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 6:00 p.m., July 7, 2023, on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



**CITY OF McLENDON-CHISHOLM
PLAT APPLICATION**



Application Date: 6/6/23

Items Submitted. Check all that Apply:

- ☒ Preliminary Plat: \$175 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☐ Final Plat: \$150 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☐ Replat/ Amended Plat: \$150 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☐ Digital Copy of Submitted Plat/Plan (required)
- ☐ Site Plan
- ☐ Concept Plan
- ☐ Planned Development
- ☐ Vacation of Plat

General Information:

Addition Name (if platted): Meraki Phase 1A (Proposed) Current Zoning: N/A - ETJ

No. of Acres: 16.048 No. of Lots: 25 Proposed Zoning: N/A - ETJ

General Location of Property: Intersection of FM 548 and Mann Road

Proposed Use for Property: Single Family Residential

Applicant Name: Colton Smith

Company: Spiars Engineering and Surveying, Inc.

Address: 765 Custer Road City, State, Zip: Plano, TX 75075

Phone(s): 4697661778 Email: colton.smith@spiarsengineering.com

Owner Name: Tellus-Mann, LLC Contact: David Blom; Jutin Craig

Address: 130 N Preston Road, Suite 130 City, State, Zip: Prosper, TX 75078

Legal Description of the Property: Ruth Peckum, 183.0 Acres; Ruth Peckum, 222.123 Acres; Ruth Peckum, 3.71 Acres, & House

County Parcel ID: 11030, 10984, 11029

Other Information: _____

Development Fees

The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning or Board of Adjustment applications. Therefore, the City will provide a one-hour or 2 one-half hour complimentary professional consultation with the City Planner and/or City Engineer. These complimentary consultation(s) will be arranged by City Staff. Limit of one complimentary consultation per property.

The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the City prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to applicant within 60 days of project conclusion.

ALL Consulting Costs - Includes City Planning, City Engineer, City Attorney and any other outside consultant costs incurred by the City. All outstanding fees must be paid by the applicant prior to their application being placed on the agenda of the Planning & Zoning Commission, City Council or BOA. Consultants invoice the City monthly after work is completed, so it is possible for plat applicants to receive notice of outstanding fees after a plat has been considered. The City will invoice for any remaining consulting charges. Building permits be not be issued with fees outstanding.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$ 4,535 to cover the cost of this application, and an initial deposit of \$ 3,000 for consulting fees has been paid to the City of McLendon-Chisholm on this 9th day of June, 2023

Further, I hereby certify that I understand and agree to the development and consulting fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning & Zoning Commission and/or City Council.

Signature of Applicant: _____

Justin Gray
Rochelle Green

(Seal)

City Secretary: _____



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Plat Application Revised 01/28/2020



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: July 5, 2023

APPLICANT: Colton Smith
Spiars Engineering and Surveying, Inc.
765 Custer Road
Plano, Texas 75075

PROPERTY OWNER: Tellus-Mann, LLC.
130 N. Preston Road
Suite 130
Prosper, TX 75078

REPRESENTATIVE: Colton Smith

LOCATION: 16.048 acres of land located at the intersection of Mann Road and FM 548 Kaufman County, McLendon-Chisholm ETJ. Parts of KCAD PID# 11030, 10984, 11029

CITY COUNCIL MEETING DATE: July 25, 2023

This application is located within the extra territorial jurisdiction of McLendon-Chisholm.

The City Council has one of three possible decisions to make: Approval; Approval with conditions [the conditions must be specific citing the portion of the Subdivision Regulations with which the application fails to comply; or disapproval. [If disapproved, the specific sections of the Subdivision Regulations not complying with the code must be cited].

REQUEST:

The applicant is requesting approval of a preliminary plat for a little over 16 acres of land for the development of a 25-lot residential subdivision with 9 open space/HOA Lots.

PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval with the following condition: Compliance with the Kaufman County Thoroughfare Plan for Mann Road. This is a requirement of the Interlocal agreement the City has with Kaufman County regarding platting in the City's ETJ located within Kaufman County. The ILA is attached to this report at the end of the report.

STAFF RECOMMENDATION: Approval with conditions:

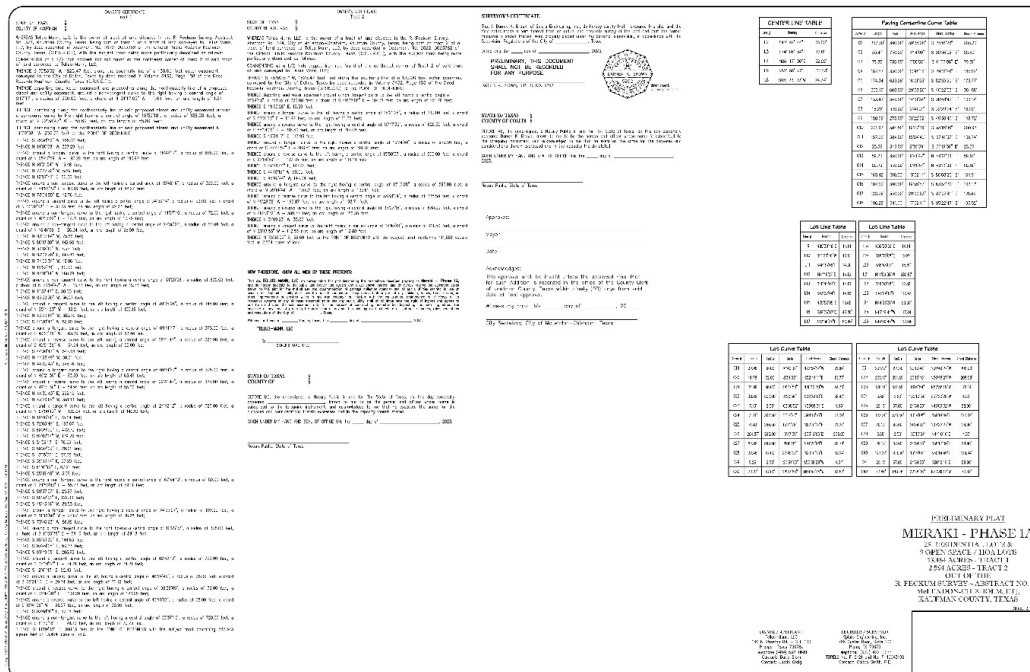
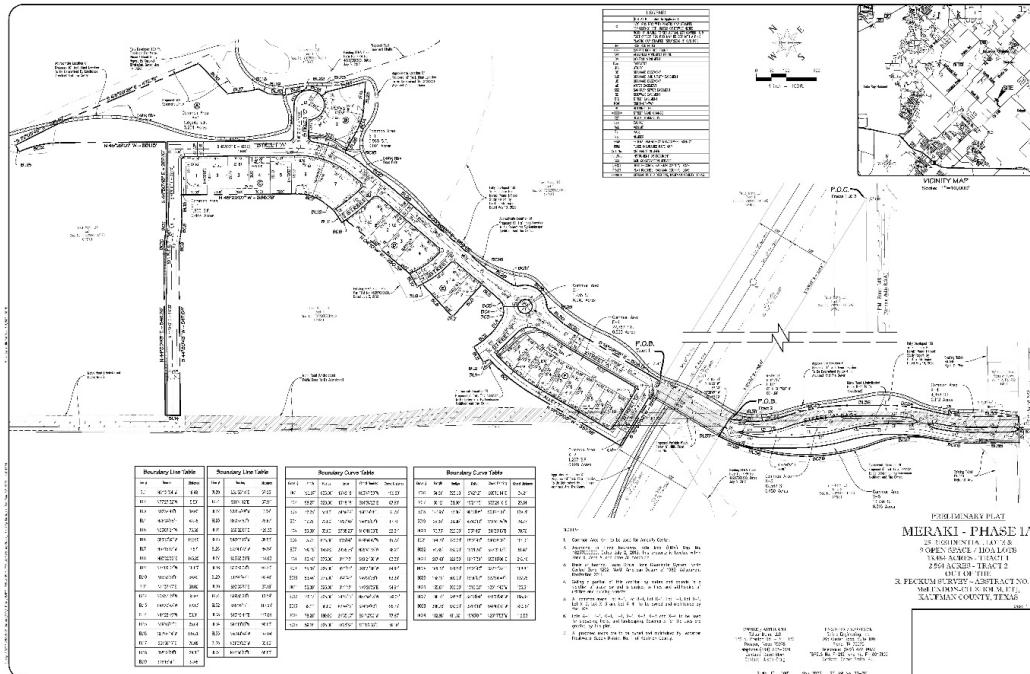
- Revise to comply with Interlocal Agreement between the City and Kaufman County. The Kaufman County Thoroughfare Plan calls for Mann Road to have an 80 foot right of way. The preliminary plat only shows a 60 foot right of way. [Note: Kaufman County is considering an amendment to the ILA to allow for the City of McLendon-Chisholm Thoroughfare Plan to be

utilized instead of the Kaufman County Thoroughfare Plan. County staff has advised me that that they should have an answer from the Commissioners Court by tomorrow. If the Commissioners Court is amenable to McLendon-Chisholm using their Thoroughfare Plan, then the staff recommendation will be for approval without conditions.]

[note: full sized copies of the preliminary plat are available at City Hall for inspection]

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Proposed Preliminary Plat



This is the first of many plat applications the City expects to receive on the Tellus-Mann Project.

Thoroughfares/streets:

The map displays the University Drive corridor in Austin, Texas, with various streets and landmarks. Key streets shown include University Dr, Valley View Rd, Neal Rd, Reeder Rd, Windmill Farms Blvd, Gateway Blvd, and FM 548. The map also shows the location of the University of Texas at Austin and the proposed light rail line. The map is color-coded to show different types of roads and transit routes. A dashed line indicates the proposed light rail alignment, which runs along University Drive and then turns south on FM 548. The map also shows the location of the University of Texas at Austin and the proposed light rail line. The map is color-coded to show different types of roads and transit routes. A dashed line indicates the proposed light rail alignment, which runs along University Drive and then turns south on FM 548.

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Kaufman County Thoroughfare Map Legend



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Applicant letter of transmittal



765 CUSTER ROAD, SUITE 100 | PLANO, TEXAS 75075
972.422.0077 | FAX 972.422.0075
TBPE NO. F-2121 | TBPLS NO. F-10043100

May 24, 2023

City of McLendon-Chisolm
1371 W FM 550
Rockwall, Texas 75032

Re: **Preliminary Plat Letter of Transmittal**
Meraki Phase 1A
McLendon-Chisolm ETJ
Kaufman County, Texas
SEI Project No. 22-211

To Whom It May Concern,

This letter of transmittal accompanies a preliminary plat submittal for Meraki Phase 1A, a proposed development located in McLendon Chisolm ETJ, Kaufman County, Texas. The proposed development contains 16.048 acres and includes 25 residential lots and 8 open space lots.

The proposed improvements will consist of concrete curb and gutter roads with underground storm infrastructure. Subsurface conditions vary across the site with potential vertical movement ranging from 5 inches to 9 inches. Sanitary sewer service will be provided via a proposed wastewater treatment plant to be owned and operated by Ledbetter Freshwater Supply District No. 1 of Kaufman County. The site is currently within Highpoint's CCN, but alternate options for water through the City of McLendon-Chisolm in partnership with Terrell are being explored.

Sincerely,
Spiars Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Colton Smith'.

Colton Smith, P.E.
765 Custer Road
Plano, TX 75075

CC: Justin Craig
Tellus Group
130 N Preston Road, Ste. 130
Prosper, TX 75078

COURT ORDER NO. 030221-05

INTERLOCAL COOPERATION AGREEMENT
ETJ AUTHORITY – LAND USE REGULATIONS

This **INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and §242.001, Texas Local Government Code as amended by House Bill 1445 (“H.B. 1445”), enacted by the Texas Legislature during its 77th Legislative Session, by and between the **CITY OF MCLENDON-CHISHOLM, TEXAS** (“City”), a political subdivision of the State of Texas and **Kaufman County, Texas** (“Kaufman County”), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another for the purpose of performing governmental functions including, but not limited to, platting and approval of related permits; and

WHEREAS, the City and Kaufman County mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically §791.001 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires the City and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction (“ETJ”) of the City of McLendon-Chisholm; and

WHEREAS, it is the expressed desire of both the City and Kaufman County that *City be granted exclusive jurisdiction* to regulate subdivision plats and to approve related permits in City’s ETJ as provided in the Interlocal Cooperation Act and H.B. 1445; and

WHEREAS, both the City and Kaufman County mutually desire to amend and replace the previous Interlocal Agreement related to the ETJ entered into under the provisions of Texas Government Code §242.001 on N/A, by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

NOW THEREFORE, the City and Kaufman County, for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

1. Term of Agreement and Certification

- (a) The City and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both City and Kaufman County until September 30th, 2021. This Agreement shall automatically renew every two (2) years on October 1st, unless otherwise terminated (at any time) in writing by either party following ninety (90) days’ notice.

COURT ORDER NO. _____

- (b) The City and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.

2. *City's Jurisdiction.* City is granted exclusive jurisdiction to regulate all subdivision platting in City's ETJ under the provisions of Chapter 212 of the Texas Local Government Code together with all other statutes applicable to municipalities.

Kaufman County shall not exercise any of the above functions within City's ETJ. City specifically agrees to coordinate with Kaufman County regarding permitting or platting that will impact county-maintained infrastructure.

3. *Kaufman County's Responsibilities.* Notwithstanding the grant of exclusive jurisdiction by Kaufman County to City above, Kaufman County will continue to enforce the following requirements of Kaufman County as they may be amended or updated from time to time:

- (a) Fire Code. Kaufman County shall enforce its Fire Code and issue all related permitting.
- (b) Building Permits. Kaufman County shall accept/enforce building permits pursuant to the Kaufman County Subdivision and Land Development Regulations except - McLendon-Chisholm shall accept/enforce building permits pursuant to City Subdivision Regulations for any area under a valid development agreement identifying McLendon-Chisholm as the permitting authority prior to the date of this agreement.
- (c) On-site Sewage Facilities. Kaufman County retains exclusive jurisdiction under this Agreement to review/issue permits for and oversee construction of on-site sewage facilities, including enforcement, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.
- (d) Floodplain. Kaufman County is responsible for issuing permits pursuant to the Kaufman County Floodplain Order, including enforcement.
- (e) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts, including enforcement, pursuant to the Kaufman County Subdivision and Land Development Regulations except culverts which are part of subdivisions that have filed platting applications with the City and have been approved by the City of McLendon-Chisholm. Kaufman County shall regulate and issue permits for driveway permits for existing homes in the County and all driveways fronting Kaufman County roads.
- (f) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting, pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (g) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained

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roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.

4. *ETJ Defined.* For the limited purposes of this Agreement, City's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for all purposes. The recognition of the ETJ shall not be deemed an admission by City or Kaufman County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.
5. *ETJ Expansion or Reduction.* In the event City's ETJ expands, City and Kaufman County agree that City shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. In the event that City's ETJ expands, City shall provide appropriate and timely notice of such expansion to Kaufman County who shall abide by updated mapping information as provided by City. In the event that City's ETJ is reduced, both City and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in City's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, City agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to City. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended exhibit provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).
6. *Notice of Plat Submittals and Approvals.*
 - (a) City shall notify Kaufman County of all subdivision plat applications for property located within City's ETJ within thirty (30) days after receipt of a completed application. City shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.
 - (b) City shall notify Kaufman County of the approval of plats for property located in City's ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to Kaufman County at the address set out in Section 12(f) below within thirty (30) days of City's approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.
 - (c) Nothing in this Agreement is intended to interfere with the recordation requirements of state law nor with the authority and duty of the County Clerk to collect filing and recording fees.

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7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by City and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by City unless otherwise agreed in writing by both City and Kaufman County.
8. *County Roads*
 - (a) City shall only plat private roads and/or access easements and shall take no action to create any city or county road within its ETJ. Kaufman County shall, at its expense, continue to maintain roads within City's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road-maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of county roads within City's ETJ shall be submitted to County for approval pursuant to Kaufman County's Land Use Regulations.
 - (b) In order to be considered by Kaufman County for acceptance as a county road within City's ETJ and, as such, be eligible for county maintenance, the developer must have the proposed new road inspected and tested in order to establish that the proposed new road meets or exceeds City's most stringent road specifications as specified by the City Engineer. Required engineering review, testing and related costs shall be borne by the developer. The acceptance for maintenance of a new road as a county road that meets or exceeds City's most stringent road specifications lies solely within the discretion of the Commissioners Court. No other entity and no individual Kaufman County official has the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.
9. *Thoroughfare Plan.* City shall require compliance with the Kaufman County Thoroughfare Plan.
10. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both parties have approved and fully executed the same.
11. *Applicable Regulations.* The subdivision rules and regulations currently enacted by City and extended to the ETJ are hereby established as the set of regulations to be enforced by City within the ETJ. City will provide Kaufman County with copies of all amendments to City's subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 10 above and will notify Kaufman County of all public hearings on any proposed amendments. In the event that City's Council updates a standard or standards, both City and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within City's ETJ.
12. *Miscellaneous Provisions.*
 - (a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained therein and may not be modified or amended except by written agreement duly executed by both parties.

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- (b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- (c) This Agreement shall be construed in accordance with the laws of the State of Texas with venue for all purposes hereunder residing within Kaufman County, Texas.
- (d) If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof with the remaining provisions continuing to be in full force and effect.
- (e) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor Kaufman County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- (f) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery.

CITY OF MCLENDON-CHISHOLM:

City of McLendon-Chisholm, Texas
Attn: City Administrator
1371 West FM 550
McLendon-Chisholm, Texas 75032

KAUFMAN COUNTY:

Kaufman County, Texas
Attn: County Judge
100 West Mulberry Street
Kaufman, Texas 75142

With copies to: Development Services Department
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

COURT ORDER NO. _____

District Attorney's Office – Civil Division
Attn: Civil Chief
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

PASSED AND APPROVED BY THE MCLENDON-CHISHOLM CITY COUNCIL on this
the 11TH day of November 2020.

CITY OF MCLENDON-CHISHOLM, TEXAS



Keith Short, Mayor

ATTEST:



Rochelle Green, City Secretary

APROVED AS TO FORM:



Michael Halla, City Attorney

PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT

on this the 9th day of March, 2020.

KAUFMAN COUNTY, TEXAS



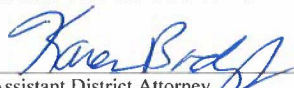
Hal Richards, County Judge

ATTEST:



Laura Hughes, County Clerk

APPROVED AS TO FORM:



Assistant District Attorney



-

-----Memo for Record-----

To: Mayor and City Council

The McLendon-Chisholm Planning & Zoning Commission in a Special Meeting, Wednesday, July 5, 2023, considered the request for approval of a preliminary plat submitted by Colton Smith, Spiars Engineering and Surveying, Inc. on behalf of the Owner of Tellus-Mann, LLC, for the development of a 25-lot residential subdivision with 9 open spaces/HOA lots, on 16.04 acres of land at the intersection of Mann Road and FM 548, Kaufman County, McLendon-Chisholm ETC. Parts of KCAD PID# 11030, 10984 and 11029.

The P&Z recommended the McLendon-Chisholm City Council approve the application with the condition that Street "A" depicted on the Plat (Mann Road) have an 80 foot right of way to comply with the Kaufman County Throughfare Plan per the ILA ETJ Authority – Land Use Regulations between the City of McLendon-Chisholm, Texas and Kaufman County, Texas dated March 9, 2020.

Respectfully,
Mark Kipphut, Commissioner and Chairman
McLendon-Chisholm Planning & Zoning Commission

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Oak National Development LLC, a Texas Liability Company ("Owner"), and the City of McLendon-Chisholm, Texas (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the City is a municipality organized under the laws of the State of Texas located within Rockwall County, Texas; and

WHEREAS, Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, Oak National Development currently owns approximately 148.15 acres of real property, (the "Property"), described by metes and bounds on **Exhibit A**; and

WHEREAS, Owner will, in accordance to the terms of this Agreement, develop the Property as a master planned single family residential community which includes certain tracts of land designated for a city park (the "Development") in accordance with the concept plan attached hereto as **Exhibit B** (the "Concept Plan") and the development standards set forth in those certain proposed development standards attached hereto as **Exhibit C** (the "Development Standards"); and

WHEREAS, the Development will require the construction of certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems, a park, trail system, green areas; and land for all of the Onsite Improvements (collectively, the "Onsite Improvements") and, together with the Offsite Improvements, the "Public Improvements"; and

WHEREAS, the Development will showcase the City's Rural Heritage and Green Spaces in a City Park, Trail System, and Common Areas totaling approximately 57 acres which is over 1/3 of the area of the Development. Housing in the Development will reflect the past and current architectural styles of housing in the City.

WHEREAS, the Parties agree that the full development of the Property as provided herein will promote economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and thus will increase the City's tax base, sales tax revenues, and utility revenues; and

NOW, THEREFORE, for and in consideration of the foregoing Recitals, the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

CCNs mean certificates of convenience and necessity.

City means the City of McLendon-Chisholm, Texas, a municipality located in Rockwall County, Texas.

City Assignee is defined in Section 5.2.

City Council means the city council of the City.

Concept Plan means the concept plan as shown in **Exhibit B**.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit C**.

Effective Date is defined in the introductory paragraph.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Improvements and for which a final plat has been approved by the City and recorded in the real property records of Rockwall County.

HOA Open Space is defined in Section 2.1.

Owner is defined in the introductory paragraph and shall include Owner Assignee as defined in Section 5.1.

Owner Assignee is defined in Section 5.1.

Parties means the Owner and the City.

Party means the Owner or the City.

Property is described by metes and bounds on **Exhibit A**.

Public Improvements means those Onsite Improvements and Offsite Improvements intended to serve and benefit the Property, which are permitted to be funded under the TIRZ Act, and which are identified as an eligible expense in the Project and Financing Plan.

ARTICLE II
PARK, TRAIL SYSTEM, OPEN SPACE

2.1 Owner shall donate to the City the land labeled City Park Area and the land shown in red as trails on the concept plan Exhibit B, upon completion of the Park improvements. Areas labeled Open Space Area shall be owned by the HOA described herein.

2.2 City will cooperate with Owner to establish a TIRZ to pay for public improvements according to Chapter 311, Texas Tax Code (the TIRZ Act) and any shortfall from Park operating costs exceeding field fees paid by sports organizations.

2.3 HOA Open Space. Owner agree to dedicate to the HOA approximately 13.51 acres of open space (the "HOA Open Space") in the location shown on the Concept Plan attached hereto as Exhibit C, which may include floodplain. If dedicated to the City, Ownership of the Neighborhood Open Space shall be transferred to the HOA upon implementation of the HOA. Owner agree that the Neighborhood Open Space will include preservation of existing ponds, trails and other amenities provided at Owner' discretion. All maintenance within the Neighborhood Open Space shall be the responsibility of the HOA. The Parties agree that the Neighborhood Open Space shall be solely for the use of the District or the HOA and not open to the general public, and all expenses for construction, maintenance and operation shall be paid by the Owner until transferred to the HOA. At time of transfer to the HOA, all costs of maintenance and operation shall be borne solely by the HOA. The Owner and/or the HOA recognize and agree that the HOA Open Space is a private amenity and agree to take all necessary steps to identify the HOA Open Space as a private amenity that is not open to the general public.

2.4 Onsite Improvements. All Onsite Improvements shall be designed, constructed and installed by Owner in compliance with the Governing Regulations. Construction and/or installation of the Onsite Improvements shall not begin until complete and accurate plans and specifications have been approved by the City in accordance with standard City procedures. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the City of McLendon-Chisholm for maintenance of the completed Onsite Improvements. To the extent easements or rights-of-way are needed within the Property, they shall be dedicated by Owner and/or to the City at no cost to the City in the form of an instrument acceptable to both the City and Owner. The Onsite Improvements will be installed within easements granted to the City or in the public right of way by an instrument acceptable to the City in its sole discretion. The size of the Onsite Improvements shall be sized as finally determined by the Owner' engineer and confirmed by the City's engineer.

ARTICLE III
DEVELOPMENT OF THE PROPERTY

3.1 Governing Regulations. Development of the Property shall be governed solely by the following (collectively, the "Governing Regulations"):

(a) the Concept Plan attached hereto as Exhibit B, as amended from time to time in accordance with this Agreement;

(b) the Development Standards attached hereto as Exhibit C;

(c) approved final plats for all or a portion of the Property; and

(d) applicable federal, state, and local ordinances and regulations.

3.2 Amendment of Concept Plan. The Parties agree the Concept Plan was created by Owner for illustrating the boundary, lot mix and general layout of the project. Any amendment to the Concept Plan shall require an amendment to this Agreement and such amendment shall replace the attached Concept Plan and become a part of this Agreement. Notwithstanding the foregoing, the City Administrator of the City may but is not required to administratively approve any amendments to the Concept Plan that the City Administrator deems in his reasonable discretion to be consistent with Council approved site plans for the Development without amending this Agreement.

3.3 Enforcement of Regulations. The City will enforce the Governing Regulations on the Property in the same manner in which duly enacted zoning regulations are enforced within the City's corporate boundaries.

3.4 Homeowner's Association Required.

(a) Owner shall create a sustainable and mandatory homeowner's association ("HOA") for the Property that requires membership by all of the Owner of a residential lot within the Property.

(b) The HOA shall own and be responsible for the maintenance of any private facilities, appurtenances, and open spaces/common areas and facilities within the Property, unless specifically designated to be owned and maintained by the District.

(c) The HOA shall have covenants and bylaws and shall require the payment of dues and assessments to maintain any private streets and common areas and facilities. The HOA covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the HOA must be recorded with the County Clerk for Rockwall County.

6.6 Conflicts.

(a) In the event of any direct conflict between this Agreement and any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control. Notwithstanding the foregoing, Owner shall comply with all applicable state and federal regulations and approved City design standards for Public Improvements.

(b) In the event of any direct conflict between the Development Standards and any other part of the Governing Regulations, the Development Standards shall control.

ARTICLE IV **EVENTS OF DEFAULT; REMEDIES**

4.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

4.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT. The remedies set forth in this section are the sole and exclusive remedies for a default under this Agreement.

ARTICLE V **ASSIGNMENT AND ENCUMBRANCE**

5.1 Assignment by Owner to Successor Owner.

(a) Owner have the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, and (iii) that has provided documentation of financial ability acceptable to the City to demonstrate that Owner Assignee is qualified to comply with all of the terms of this Agreement applicable to Owner, provided that Owner are not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered an "Owner" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Written notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the

assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. Subject to the provisions in subsection (c) below, from and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

5.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least fifteen (15) days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, Owner agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within fifteen (15) days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this

Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

5.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

5.4 Transfer of Warranties. Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements.

5.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an Ownership interest in any part of the Property shall be deemed to be an "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said Ownership or Ownership interest.

5.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE VI

RECORDATION AND ESTOPPEL CERTIFICATES

6.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be

recorded in the deed records of Rockwall County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a Fully Developed and Improved Lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

6.2 Estoppel Certificates. From time to time upon written request of Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of Owner under this Agreement that are in default.

ARTICLE VII **ADDITIONAL PROVISIONS**

7.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

7.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

Attn: City Administrator
City of McLendon-Chisholm, Texas
1371 McLendon Rd
Rockwall, TX 75032

With a copy to:

To Owner:

Attn: Kevin Webb
Oak National Development, LLC
5763 S. SH 205
Rockwall, TX 75032

With a copy to:

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

7.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

7.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

7.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represent and warrant that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

7.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

7.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

7.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of

the Parties are performable in Rockwall County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Rockwall County District Court.

7.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

7.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Concept Plan
Exhibit C	Development Standards

7.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section.

7.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

7.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

7.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

EXHIBIT A

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 a 159.4006 acres tract of land as described in a Special Warranty deed from Tyrone E. Davenport and Cheryl Anne Davenport to The Chiefton 2X, LP, dated March 8, 2006 and being recorded in Volume 4464, Page 283 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the southeast right-of-way line of F.M. 550, said point being at the west corner of said 159.4006 acres tract of land;

THENCE N. 45 deg. 00 min. 00 sec. E. along said right-of-way line, a distance of 900.74 feet to a 1/2" iron rod with yellow plastic cap found for corner at the west corner of a 2.00 acres tract of land as described in a Deed from The Chiefton 2X, LP to The City of McLendon-Chisholm, Texas, as recorded in Volume 7229, Page 249 of the Official Public Records of Rockwall County, Texas;

THENCE S. 45 deg. 00 min. 00 sec. E. a distance of 960.00 feet to a 1/2" iron rod with yellow plastic cap found for corner at the south corner of a 10.00 acres tract of land as described in a Deed from The Chiefton 2X, LP to The City of McLendon-Chisholm, Texas, as recorded in Document no. 20130000499269 of the Official Public Records of Rockwall County, Texas;

THENCE N. 45 deg. 00 min. 00 sec. E. along the southeast line of said 10.00 acres tract, a distance of 681.00 feet to a 1/2" iron rod with yellow plastic cap found for corner at the east corner of same;

THENCE N. 45 deg. 00 min. 00 sec. W. along the northeast line of said 10.00 acres tract, a distance of 960.00 feet to a 1/2" iron rod with yellow plastic cap found for corner in the southeast right-of-way line of F.M. 550;

THENCE N. 45 deg. 00 min. 00 sec. E. along said right-of-way line, a distance of 840.00 feet to a 1/2" iron rod found for corner in an old road bed, at the north corner of said 159.4006 acres tract;

THENCE S. 45 deg. 25 min. 58 sec. E. along said old road bed and northeast boundary of said tract, a distance of 2983.44 feet to a 1/2" iron rod found for corner;

THENCE S. 45 deg. 15 min. 03 sec. W. along said old road bed and passing a 1" iron pipe at a turn in same at 784.39 feet and continuing for a total distance of 2243.27 feet to a 3/8" iron rod found for corner at base of 3" steel fence post in concrete at the south most corner of said 159.4006 acres tract of land;

THENCE N. 44 deg. 44 min. 43 sec. W. a distance of 1494.36 feet to a 1" iron pipe found for corner;

THENCE S. 45 deg. 05 min. 25 sec. W. a distance of 212.95 feet to a 1/2" iron rod found for corner;

THENCE N. 44 deg. 47 min. 44 sec. W. a distance of 1478.86 feet to the POINT OF BEGINNING and containing 144.41 acres of land.

EXHIBIT C
LEGACY PARK ESTATES
PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS
For Approximately 148.15 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 335 single-family residential lots with a minimum lot size of seven thousand two hundred square feet of land and a city park. This development is approximately 148.15 acres of land generally located near the existing McLendon-Chisholm City Hall at 1371 W. FM 550.

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 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.

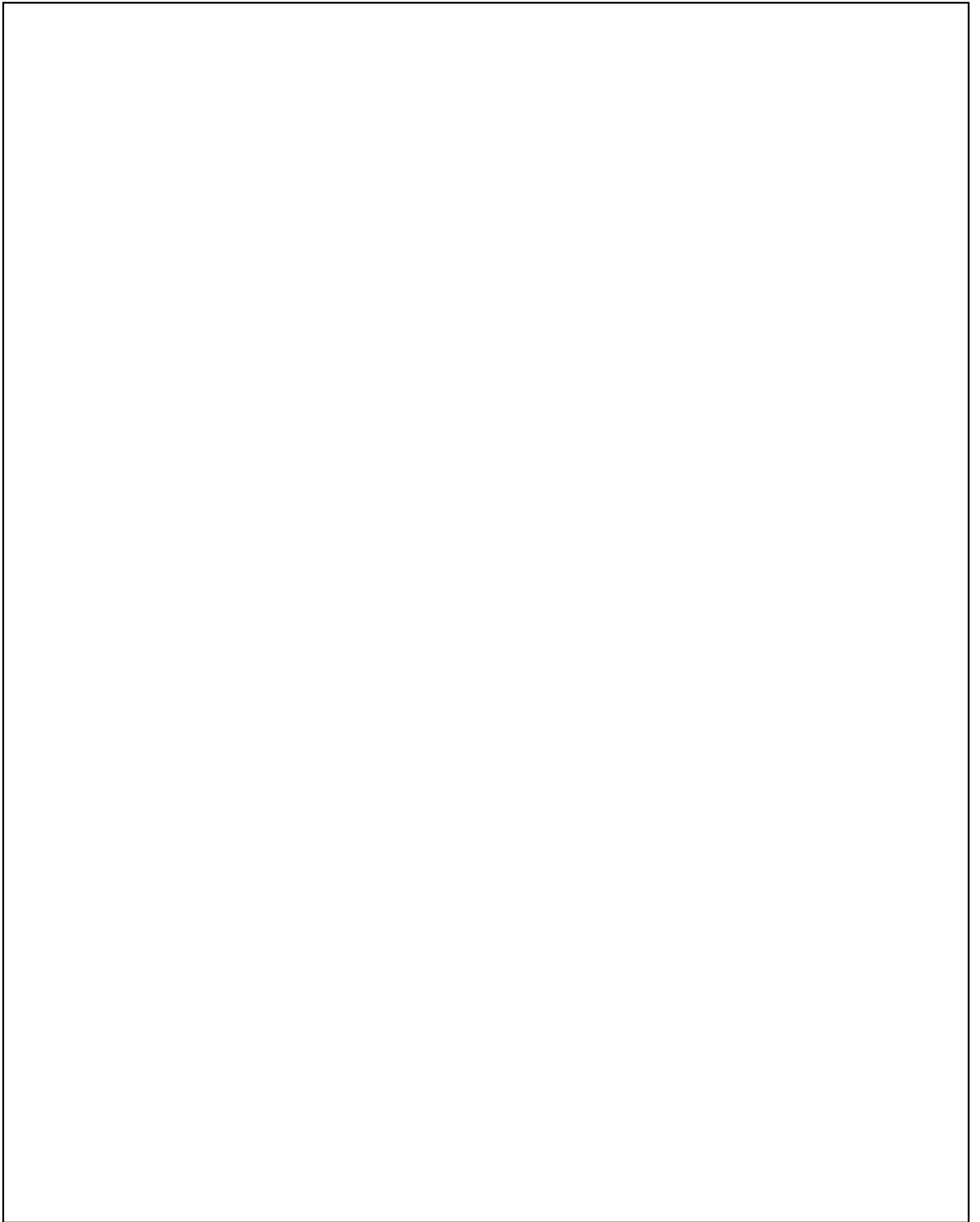
- a. This is a single-family zoning district.
- b. Permitted uses. In this zoning district, permitted uses are the same as in SF 1.5 of the City of McLendon-Chisholm Zoning Ordinance except as provided in this Development Agreement.
- c. Area requirements. Minimum residential lot size 7,200 square feet.

- d. Setbacks.

Front yard	20 feet
Side yard	5 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 60 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. 120 feet.
- g. Minimum Dwelling size. 2,000 square feet for 60' wide lots; 2,200 square feet for 80' wide lots.
- h. Lot coverage. 55 percent.
- i. Maximum Height. 36 feet from top of slab to top of rafters.
- 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.





SONOMA
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE
JULY 11, 2023

INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the Sonoma Public Improvement District 2022 Amended and Restated Service and Assessment Plan (the “2022 A&R SAP”), and any and all subsequent Annual Service Plan Updates approved after the 2022 A&R SAP.

The District was created pursuant to the PID Act by Resolution No. 2007-21 on September 10, 2007 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On January 13, 2015 (as updated on April 14, 2015) the City approved the 2015 Service and Assessment Plan for the District by adopting Ordinance No. 2015-02 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 Roll.

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 (as updated on September 12, 2017 by adopting Ordinance No. 2017-11) the City approved the Service and Assessment Plan (Phase 2) for the District by adopting Ordinance No. 2017-09 which updated the Major Improvement Area excluding Phase 1 and Phase 1 for 2017.

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 Annual Service Plan Update for the District which updated the Assessment Rolls for 2019.

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.

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 Rolls 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 2021 Amended and Restated Service and Assessment Plan for the District by adopting Ordinance No. 2021-01 which served to amend and restate the 2015 Service and Assessment Plan, 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.

On May 24, 2022, the City approved the 2022 A&R SAP for the District by adopting Ordinance No. 2022-02 which served to amend and restate the 2021 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying the Improvement Area #4-A Assessments and Improvement Area #4-B Assessments, (2) issuing the Improvement Area #4 Bonds, and (3) updating the Assessment Rolls.

The 2022 A&R SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the Act, the 2022 A&R SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2022 A&R SAP. This Annual Service Plan Update also updates the Assessment Rolls for 2023.

PARCEL SUBDIVISION

Phase 1

- The final plat of Sonoma Verde Phase 1 was filed and recorded with the County on July 10, 2014, and consists of 173 residential Lots.
- The final plat of Sonoma Verde Phase 1B was filed and recorded with the County on June 23, 2016, and consists of 191 residential Lots.

Improvement Area #1C

- The final plat of Sonoma Verde Phase 1C was filed and recorded with the County on October 13, 2017, and consists of 41 residential Lots.

Improvement Area #2

- The final plat of Sonoma Verde Phase 2 was filed and recorded with the County on August 7, 2019, and consists of 213 residential Lots and 3 Lots of Non-Benefited Property.

Improvement Area #3

- The final plat of Sonoma Verde, Phase 4A was filed and recorded with the County on August 31, 2021, and consists of 86 residential Lots and 3 Lots of Non-Benefited Property.
- The final plat of Sonoma Verde, Phase 4B was filed and recorded with the County on August 31, 2021, and consists of 99 residential Lots and 2 Lots of Non-Benefited Property.
- The amending plat of Sonoma Verde Phase 4A was filed and recorded with the County on March 22, 2022. The purpose of this amending plat is to correct discrepancies in lot dimensions of Lots 3-4 of Block AA and Lots 1-2 of Block AB and Lots 63-64 of Block W, easement placement in Lots 23-25 of Block U, and floodplain alignment. No residential Lots were added or removed due to the filing of the final plat.

Improvement Area #4-A

The final plat of Sonoma Verde Phase 4C, attached hereto as **Exhibit C**, was filed and recorded with the County on July 19, 2022, and consists of 43 residential Lots and 1 Lot of Non-Benefited Property.

Improvement Area #4-B

- No final plats have been filed on Improvement Area #4-B.

See **Exhibit D** for the Lot Type classification map.

LOT AND HOME SALES

Phase 1

Phase 1 contains 364 residential Lots. All residential Lots are complete.

Improvement Area #1C

Improvement Area #1C contains 41 residential Lots. All residential Lots are complete.

Improvement Area #2

Per the Owner, Improvement Area #2 contains 213 residential Lots. Of the 213 Lots, 212 Lots are closed to homebuilders.

Improvement Area #3

Per the Quarterly Report dated March 31, 2023, 175 Lots have been sold to the homebuilders and 10 Lots are under contract with the homebuilders. Of the 175 Lots sold to the homebuilders, 81 homes have been closed to end-users, 51 homes are complete but not closed to end-users, and 43 Lots have not started construction but are under contract with end-users.

Improvement Area #4-A

Per the Quarterly Report dated March 31, 2023, 25 Lots have been sold to the homebuilders and 18 Lots are under contract with the homebuilders. Of the 25 Lots sold to the homebuilders, 2 homes have been closed to end-users, 6 homes are complete but not closed to end-users, and 17 Lots have not started construction but are under contract with end-users.

Improvement Area #4-B

Per the Quarterly Report dated March 31, 2023, Improvement Area #4-B is anticipated to contain 248 completed residential Lots. All 248 Lots are under contract with homebuilders.

See **Exhibit E** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Phase 1

The Owner has completed the Phase 1 Authorized Improvements listed in the 2022 A&R SAP and they were dedicated to the City on June 23, 2016.

Improvement Area #1C

The Owner has completed the Improvement Area #1C Authorized Improvements listed in the 2022 A&R SAP and they were dedicated to the City on October 13, 2017.

Improvement Area #2

The Owner has completed the Improvement Area #2 Authorized Improvements listed in the 2022 A&R SAP and they were dedicated to the City on August 7, 2019.

Improvement Area #3

The Owner has completed the Improvement Area #3 Authorized Improvements listed in the 2022 A&R SAP and they were dedicated to the City on August 31, 2021.

Improvement Area #4-A

The Owner has completed the Improvement Area #4-A Authorized Improvements listed in the 2022 A&R SAP and they were dedicated to the City on July 19, 2022.

Improvement Area #4-B

Per the Owner, the Authorized Improvements listed in the 2022 A&R SAP for Improvement Area #4-B are currently under construction and projected to be completed in the fourth quarter of 2023. The budget for the Authorized Improvements remains unchanged as shown on the table below.

Authorized Improvements	Budget	Spent to Date	Percent Complete	Forecast Completion Date
<i>Improvement Area #4B</i>				
Road Improvements	\$ 3,049,308	\$ 207,252	6.80%	October 2023
Storm Drainage Improvements	\$ 1,849,043	\$ -	0.00%	October 2023
Sanitary Sewer Improvements	\$ 1,520,148	\$ 174,414	11.47%	October 2023
Right of Way	\$ 1,038,602	\$ 3,300	0.32%	October 2023
Soft Costs	\$ 2,035,876	\$ 572,894	28.14%	October 2023
	\$ 9,492,977	\$ 957,859	10.09%	
<i>Major Improvements</i>				
Roadway Improvements	\$ 68,935	\$ 26,029	37.76%	October 2023
Water Distribution System Improvements	\$ 16,751	\$ -	0.00%	October 2023
Sanitary Sewer Collection System Improvements	\$ 327,183	\$ 327,143	99.99%	October 2023
Storm Drainage Collection System Improvements	\$ 17,623	\$ 17,622	99.99%	October 2023
Contingency for Hard Costs	\$ 33,629	\$ 33,626	99.99%	October 2023
Soft Costs	\$ 46,758	\$ 10,657	22.79%	October 2023
	\$ 510,879	\$ 415,077	81.25%	
Total	\$ 10,003,856	\$ 1,372,936	13.72%	

Notes:

Per the executed Draw #3.

OUTSTANDING ASSESSMENT

Phase 1

Phase 1 has an outstanding Assessment of \$8,501,857.29. The outstanding Assessment is less than the \$8,510,000.00 in outstanding Phase 1 Bonds due to a prepayment of Assessment for which Phase 1 Bonds have not yet been redeemed. The Assessments on Phase 1 were previously securing the Phase 1 PID Bonds Series 2015 and due to a refunding of bonds for interest savings the Assessments on Phase 1 are now securing Phase 1 Refunding and Improvement Bonds.¹

Improvement Area #1C

Improvement Area #1C has an outstanding Assessment of \$1,168,739.90.

Improvement Area #2

Improvement Area #2 has an outstanding Assessment of \$5,675,229.41. The outstanding Assessment is less than the \$5,825,000.00 in outstanding Improvement Area #2 Bonds due to a

¹ Net of \$265,000.00 Phase 1 Refunding and Improvement Bonds principal payment due September 15, 2023 which will be paid using the Annual Installment collected on January 31, 2023.

prepayment of Assessment for which bonds have not yet been redeemed.²

Improvement Area #3

Improvement Area #3 has an outstanding Assessment of \$5,700,000.00³.

Improvement Area #4-A

Improvement Area #4-A has an outstanding Assessment of \$2,540,000.00⁴.

Improvement Area #4-B

Improvement Area #4-B has an outstanding Assessment of \$10,885,000.00.

ANNUAL INSTALLMENT DUE 1/31/2024

Phase 1

- ***Principal and Interest***⁵ – The total principal and interest required for the Annual Installment for Phase 1 PID Bonds is \$553,050.00.
- ***Administrative Expenses*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$31,986.00.

² Net of \$120,000.00 Improvement Area #2 Bonds principal payment due September 15, 2023 which will be paid using the Annual Installment collected on January 31, 2023.

³ Net of \$120,000.00 Improvement Area #3 Bonds principal payment due September 15, 2023 which will be paid using the Annual Installment collected on January 31, 2023.

⁴ Net of \$35,000.00 Improvement Area #4-A Bonds principal payment due September 15, 2023 which will be paid using the Annual Installment collected on January 31, 2023.

⁵ The Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

Administrative Expenses Breakdown Phase 1	
Administration	\$ 23,498.24
City Auditor	\$ 625.18
PID Trustee	\$ 3,000.00
Dissemination Agent	\$ 3,500.00
Filing Fees	\$ 250.07
County Collection	\$ 862.00
Miscellaneous	\$ 250.07
Total Administrative Expenses	\$ 31,985.56

- **Maintenance Assessment** – The total Maintenance Assessment allocated for Phase 1 is \$22,444.00.

Phase 1 Due January 31, 2024	
Principal	\$ 275,000.00
Interest	\$ 278,050.00
Administrative Expenses	\$ 31,985.56
Maintenance Assessment	\$ 22,444.00
Total Annual Installment	\$ 607,479.56

See **Exhibit B-1** for the debt service schedule for the Phase 1 Refunding and Improvement Bonds.

Improvement Area #1C

- **Principal and Interest⁶** – The total principal and interest required for the Annual Installment for Improvement Area #1C is \$90,732.85.
- **Administrative Expenses** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$4,629.05.

⁶ The Annual Installment covers the period October 13, 2022 to October 12, 2023 and is due by January 31, 2024.

Administrative Expenses Breakdown Improvement Area #1C	
Administration	\$ 3,187.41
City Auditor	\$ 84.80
PID Trustee	\$ 750.00
Filing Fees	\$ 33.92
County Collection	\$ 539.00
Miscellaneous	\$ 33.92
Total Administrative Expenses	\$ 4,629.05

- **Maintenance Assessment** – The total Maintenance Assessment allocated for Improvement Area #1C is \$2,418.00.

Improvement Area #1C Due January 31, 2024	
Principal	\$ 21,543.45
Interest	\$ 69,189.40
Administrative Expenses	\$ 4,629.05
Maintenance Assessment	\$ 2,418.00
Total Annual Installment	\$ 97,779.90

See **Exhibit B-2** for the debt service schedule for the Improvement Area #1C as shown in the official statement.

Improvement Area #2

- **Principal and Interest⁷** – The total principal and interest required for the Annual Installment for Improvement Area #2 is \$371,937.50.
- **Additional Interest** – The total Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$320,375.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$29,125.00.
- **Administrative Expenses** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$23,556.28.

⁷ The Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

Administrative Expenses Breakdown Improvement Area #2		
Administration	\$	15,602.10
City Auditor	\$	415.10
PID Trustee	\$	3,000.00
Dissemination Agent	\$	3,500.00
Filing Fees	\$	166.04
County Collection	\$	707.00
Miscellaneous	\$	166.04
Total Administrative Expenses	\$	23,556.28

- **Maintenance Assessment** – The total Maintenance Assessment allocated for Improvement Area #2 is \$12,772.00.

Improvement Area #2 Due January 31, 2024	
Principal	\$ 125,000.00
Interest	\$ 246,937.50
Additional Interest	\$ 29,125.00
Administrative Expenses	\$ 23,556.28
Maintenance Assessment	\$ 12,772.00
Total Annual Installment	\$ 437,390.78

See **Exhibit B-3** for the debt service schedule for the Improvement Area #2 Bonds as shown in the official statement.

Improvement Area #3

- **Principal and Interest⁸** – The total principal and interest required for the Annual Installment for Improvement Area #3 is \$334,481.26.
- **Additional Interest** – The total Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$313,500.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$28,500.00.
- **Administrative Expenses** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the

⁸ The Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$24,532.16.

Administrative Expenses Breakdown Improvement Area #3	
Administration	\$ 15,600.08
City Auditor	\$ 415.04
PID Trustee	\$ 4,000.00
Dissemination Agent	\$ 3,500.00
Filing Fees	\$ 166.02
County Collection	\$ 685.00
Miscellaneous	\$ 166.02
Total Administrative Expenses	\$ 24,532.16

- **Maintenance Assessment** – The total Maintenance Assessment allocated for Improvement Area #3 is \$11,470.00.

Improvement Area #3 Due January 31, 2024	
Principal	\$ 125,000.00
Interest	\$ 209,481.26
Additional Interest	\$ 28,500.00
Administrative Expenses	\$ 24,532.16
Maintenance Assessment	\$ 11,470.00
Total Annual Installment	\$ 398,983.42

See **Exhibit B-4** for the debt service schedule for the Improvement Area #3 Bonds as shown in the official statement.

Improvement Area #4-A

- **Principal and Interest⁹** – The total principal and interest required for the Annual Installment for Improvement Area #4-A is \$178,968.76.
- **Additional Interest** – The total Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$139,700.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$12,700.00.

⁹ The Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

- **Administrative Expenses** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$8,363.25.

Administrative Expenses Breakdown Improvement Area #4-A	
Administration	\$ 6,902.10
City Auditor	\$ 183.63
PID Trustee	\$ 330.54
Dissemination Agent	\$ 257.08
Filing Fees	\$ 73.45
County Collection	\$ 543.00
Miscellaneous	\$ 73.45
Total Administrative Expenses	\$ 8,363.25

- **Maintenance Assessment** – The total Maintenance Assessment allocated for Improvement Area #4-A is \$2,666.00.

Improvement Area #4-A Due January 31, 2024	
Principal	\$ 35,000.00
Interest	\$ 143,968.76
Additional Interest	\$ 12,700.00
Administrative Expenses	\$ 8,363.25
Maintenance Assessment	\$ 2,666.00
Total Annual Installment	\$ 202,698.01

See **Exhibit B-5** for the debt service schedule for the Improvement Area #4 Bonds as shown in the official statement.

Improvement Area #4-B

- **Principal and Interest¹⁰** – The total principal and interest required for the Annual Installment for Improvement Area #4-B is \$771,887.50.
- **Additional Interest** – The total Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$598,675.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest

¹⁰ The Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

on the outstanding Assessments, resulting in an Additional Interest amount due of \$54,425.00.

- **Administrative Expenses** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$38,487.06.

Administrative Expenses Breakdown Improvement Area #4-B	
Administration	\$ 29,176.43
City Auditor	\$ 776.25
PID Trustee	\$ 4,169.46
Dissemination Agent	\$ 3,242.92
Filing Fees	\$ 310.50
County Collection	\$ 501.00
Miscellaneous	\$ 310.50
Total Administrative Expenses	\$ 38,487.06

- **Maintenance Assessment** – The total Maintenance Assessment allocated for Improvement Area #4-B is \$15,376.00.

Improvement Area #4-B Due January 31, 2024	
Principal	\$ 155,000.00
Interest	\$ 616,887.50
Additional Interest	\$ 54,425.00
Administrative Expenses	\$ 38,487.06
Maintenance Assessment	\$ 15,376.00
Total Annual Installment	\$ 880,175.56

See **Exhibit B-5** for the debt service schedule for the Improvement Area #4 Bonds as shown in the official statement.

PREPAYMENT OF ASSESSMENTS IN FULL

Phase 1

The following is a list of all Phase 1 Lots that have been paid in full:

Phase 1				
Property ID	Lot Type	Situs	Prepayment Date	Recorded Lien Release Number
87011	4	1264 Livorno Dr	11/7/2016	20180000009826
89862	4	1207 Lucca Ct	12/28/2017	20180000009827

Improvement Area #1C

The following is a list of all Improvement Area #1C Lots that have been paid in full:

Improvement Area #1C				
Property ID	Lot Type	Situs	Prepayment Date	Recorded Lien Release Number
95471	4	1170 Lucca Dr	2/1/2021	20210000014672
95450	4	1169 Lucca Dr	2/15/2021	20210000014669

Improvement Area #2

The following is a list of all Improvement Area #2 Lots that have been paid in full:

Improvement Area #2				
Property ID	Lot Type	Situs	Prepayment Date	Recorded Lien Release Number
101423	5	1724 San Donato Ln	7/7/2020	20210000000779
101552	10	1722 Puglia Ct	6/26/2020	20210000000780
101467	5	1729 Pienze Dr	12/9/2020	20210000014673
101494	5	1809 Radda Dr	1/21/2021	20210000014671
101596	10	1651 Salvatore Ln	2/19/2021	20210000014670
101536	2	1646 Salvatore Ln	1/7/2022	20220000006565
101594	10	1643 Salvatore Ln	11/7/2022	Pending

Improvement Area #3

No full prepayments of Assessments have occurred within Improvement Area #3.

Improvement Area #4-A

No full prepayments of Assessments have occurred within Improvement Area #4-A.

Improvement Area #4-B

No full prepayments of Assessments have occurred within Improvement Area #4-B.

PARTIAL PREPAYMENTS OF ASSESSMENTS

Phase 1

The following is a list of all Parcels or Lots that made a partial prepayment:

Phase 1				
Property ID	Lot Type	Situs	Prepayment Date	Prepayment Amount
89857	4	1300 Sienna Ct	3/16/2020	\$ 3,000.00
89857	4	1300 Sienna Ct	7/16/2021	\$ 5,000.00
89857	4	1300 Sienna Ct	N/A ^[a]	\$ 394.84

Notes:

[a] Cumulative additional reduction in outstanding Assessment due to interest savings from partial prepayments.

Improvement Area #1C

The following is a list of all Parcels or Lots that made a partial prepayment:

Improvement Area #1C				
Property ID	Lot Type	Situs	Prepayment Date	Prepayment Amount
95451	4	1533 Via Toscana Ln	4/23/2021	\$ 7,500.00
95451	4	1533 Via Toscana Ln	4/5/2022	\$ 7,500.00
95451	4	1534 Via Toscana Ln	3/8/2023	\$ 7,500.00

Improvement Area #2

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

Improvement Area #3

No partial prepayments of Assessments have occurred within Improvement Area #3.

Improvement Area #4-A

No partial prepayments of Assessments have occurred within Improvement Area #4-A.

Improvement Area #4-B

No partial prepayments of Assessments have occurred within Improvement Area #4-B.

EXTRAORDINARY OPTIONAL REDEMPTION

Phase 1

Per notice posted June 14, 2017, \$20,000.00 was redeemed in the July 15, 2017 Extraordinary Optional Redemption¹¹.

Per notice posted June 15, 2018, \$20,000.00 was redeemed in the July 16, 2018 Extraordinary Optional Redemption¹¹.

Improvement Area #2

No extraordinary optional redemptions have occurred within Improvement Area #2.

Improvement Area #3

No extraordinary optional redemptions have occurred within Improvement Area #3.

Improvement Area #4-A

No extraordinary optional redemptions have occurred within Improvement Area #4-A.

Improvement Area #4-B

No extraordinary optional redemptions have occurred within Improvement Area #4-B.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

¹¹ See <https://emma.msrb.org/IssueView/Details/ER367668> for more information regarding Extraordinary Option Redemptions for Phase 1.

		Phase 1					
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028	
Principal		\$ 275,000.00	\$ 285,000.00	\$ 295,000.00	\$ 305,000.00	\$ 320,000.00	
Interest		\$ 278,050.00	\$ 267,050.00	\$ 255,650.00	\$ 243,850.00	\$ 231,650.00	
(1)		\$ 553,050.00	\$ 552,050.00	\$ 550,650.00	\$ 548,850.00	\$ 551,650.00	
Administrative Expenses							
Administrative Costs		\$ 31,985.56	\$ 32,625.27	\$ 33,277.78	\$ 33,943.33	\$ 34,622.20	
Maintenance and Operation Costs		\$ 22,444.00	\$ 22,444.00	\$ 22,444.00	\$ 22,444.00	\$ 22,444.00	
(2)		\$ 54,429.56	\$ 55,069.27	\$ 55,721.78	\$ 56,387.33	\$ 57,066.20	
Total Annual Installment		(3) = (1) + (2)	\$ 607,479.56	\$ 607,119.27	\$ 606,371.78	\$ 605,237.33	\$ 608,716.20

Improvement Area #1C						
Annual Installment Due	1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028	
Principal	\$ 21,543.45	\$ 22,818.82	\$ 24,169.70	\$ 25,600.54	\$ 27,116.09	
Interest	\$ 69,189.40	\$ 67,914.03	\$ 66,563.15	\$ 65,132.31	\$ 63,616.76	
(1)	\$ 90,732.85	\$ 90,732.85	\$ 90,732.85	\$ 90,732.85	\$ 90,732.85	
Administrative Expenses						
Administrative Costs	\$ 4,629.05	\$ 4,721.63	\$ 4,816.06	\$ 4,912.38	\$ 5,010.63	
Maintenance and Operation Costs	\$ 2,418.00	\$ 2,418.00	\$ 2,418.00	\$ 2,418.00	\$ 2,418.00	
(2)	\$ 7,047.05	\$ 7,139.63	\$ 7,234.06	\$ 7,330.38	\$ 7,428.63	
Total Annual Installment	(3) = (1) + (2)	\$ 97,779.90	\$ 97,872.48	\$ 97,966.92	\$ 98,063.24	\$ 98,161.48

Improvement Area #2						
Annual Installment Due	1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028	
Principal	\$ 125,000.00	\$ 130,000.00	\$ 135,000.00	\$ 140,000.00	\$ 145,000.00	
Interest	\$ 246,937.50	\$ 242,562.50	\$ 237,687.50	\$ 232,625.00	\$ 227,375.00	
(1)	\$ 371,937.50	\$ 372,562.50	\$ 372,687.50	\$ 372,625.00	\$ 372,375.00	
Administrative Expenses						
Administrative Costs	\$ 23,556.28	\$ 24,027.41	\$ 24,507.95	\$ 24,998.11	\$ 25,498.08	
Maintenance and Operation Costs	\$ 12,772.00	\$ 12,772.00	\$ 12,772.00	\$ 12,772.00	\$ 12,772.00	
(2)	\$ 36,328.28	\$ 36,799.41	\$ 37,279.95	\$ 37,770.11	\$ 38,270.08	
Additional Interest	(3)	\$ 29,125.00	\$ 28,500.00	\$ 27,850.00	\$ 27,175.00	\$ 26,475.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 437,390.78	\$ 437,861.91	\$ 437,817.45	\$ 437,570.11	\$ 437,120.08

Improvement Area #3						
Annual Installment Due	1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028	
Principal	\$ 125,000.00	\$ 125,000.00	\$ 130,000.00	\$ 135,000.00	\$ 140,000.00	
Interest	\$ 209,481.26	\$ 206,200.00	\$ 202,918.76	\$ 199,506.26	\$ 195,287.50	
(1)	\$ 334,481.26	\$ 331,200.00	\$ 332,918.76	\$ 334,506.26	\$ 335,287.50	
Administrative Expenses						
Administrative Costs	\$ 24,532.16	\$ 25,022.80	\$ 25,523.26	\$ 26,033.72	\$ 26,554.40	
Maintenance and Operation Costs	\$ 11,470.00	\$ 11,470.00	\$ 11,470.00	\$ 11,470.00	\$ 11,470.00	
(2)	\$ 36,002.16	\$ 36,492.80	\$ 36,993.26	\$ 37,503.72	\$ 38,024.40	
Additional Interest	(3)	\$ 28,500.00	\$ 27,875.00	\$ 27,250.00	\$ 26,600.00	\$ 25,925.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 398,983.42	\$ 395,567.80	\$ 397,162.02	\$ 398,609.98	\$ 399,236.90

Improvement Area #4-A						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00
Interest		\$ 143,968.76	\$ 142,218.76	\$ 140,218.76	\$ 138,218.76	\$ 136,218.76
	(1)	\$ 178,968.76	\$ 182,218.76	\$ 180,218.76	\$ 178,218.76	\$ 181,218.76
Administrative Expenses						
Administrative Costs		\$ 8,363.25	\$ 8,530.52	\$ 8,701.13	\$ 8,875.15	\$ 9,052.65
Maintenance and Operation Costs		\$ 2,666.00	\$ 2,666.00	\$ 2,666.00	\$ 2,666.00	\$ 2,666.00
	(2)	\$ 11,029.25	\$ 11,196.52	\$ 11,367.13	\$ 11,541.15	\$ 11,718.65
Additional Interest	(3)	\$ 12,700.00	\$ 12,525.00	\$ 12,325.00	\$ 12,125.00	\$ 11,925.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 202,698.01	\$ 205,940.28	\$ 203,910.89	\$ 201,884.91	\$ 204,862.41

Improvement Area #4-B						
Annual Installment Due	1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028	
Principal	\$ 155,000.00	\$ 165,000.00	\$ 170,000.00	\$ 180,000.00	\$ 190,000.00	
Interest	\$ 616,887.50	\$ 609,137.50	\$ 600,887.50	\$ 592,387.50	\$ 583,387.50	
(1)	\$ 771,887.50	\$ 774,137.50	\$ 770,887.50	\$ 772,387.50	\$ 773,387.50	
Administrative Expenses						
Administrative Costs	\$ 38,487.06	\$ 39,256.80	\$ 40,041.94	\$ 40,842.78	\$ 41,659.63	
Maintenance and Operation Costs	\$ 15,376.00	\$ 15,376.00	\$ 15,376.00	\$ 15,376.00	\$ 15,376.00	
(2)	\$ 53,863.06	\$ 54,632.80	\$ 55,417.94	\$ 56,218.78	\$ 57,035.63	
Additional Interest	(3)	\$ 54,425.00	\$ 53,650.00	\$ 52,825.00	\$ 51,975.00	\$ 51,075.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 880,175.56	\$ 882,420.30	\$ 879,130.44	\$ 880,581.28	\$ 881,498.13

ASSESSMENT ROLL

The list of current Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Phase 1 Assessment Roll, Improvement Area #1C Assessment Roll, Improvement Area #2 Assessment Roll, Improvement Area #3 Assessment Roll, Improvement Area #4-A Assessment Roll, and Improvement Area #4-B Assessment Roll attached hereto as **Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6**, respectively. The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A-1 – PHASE 1 ASSESSMENT ROLL

Property ID	Lot Type	Notes	Phase 1 ^[a]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
86960	Non-Benefited Property		\$ -	\$ -
86961	6		\$ 34,079.19	\$ 2,404.96
86962	6		\$ 34,079.19	\$ 2,404.96
86963	6		\$ 34,079.19	\$ 2,404.96
86964	6		\$ 34,079.19	\$ 2,404.96
86965	6		\$ 34,079.19	\$ 2,404.96
86966	6		\$ 34,079.19	\$ 2,404.96
86967	6		\$ 34,079.19	\$ 2,404.96
86968	6		\$ 34,079.19	\$ 2,404.96
86969	Non-Benefited Property		\$ -	\$ -
86970	2		\$ 35,357.16	\$ 2,492.82
86971	2		\$ 35,357.16	\$ 2,492.82
86972	2		\$ 35,357.16	\$ 2,492.82
86973	2		\$ 35,357.16	\$ 2,492.82
86974	2		\$ 35,357.16	\$ 2,492.82
86975	2		\$ 35,357.16	\$ 2,492.82
86976	2		\$ 35,357.16	\$ 2,492.82
86977	2		\$ 35,357.16	\$ 2,492.82
86978	2		\$ 35,357.16	\$ 2,492.82
86979	2		\$ 35,357.16	\$ 2,492.82
86980	2		\$ 35,357.16	\$ 2,492.82
86981	2		\$ 35,357.16	\$ 2,492.82
86982	2		\$ 35,357.16	\$ 2,492.82
86983	2		\$ 35,357.16	\$ 2,492.82
86984	2		\$ 35,357.16	\$ 2,492.82
86985	3		\$ 27,263.35	\$ 1,936.37
86986	3		\$ 27,263.35	\$ 1,936.37
86987	3		\$ 27,263.35	\$ 1,936.37
86988	3		\$ 27,263.35	\$ 1,936.37
86989	4		\$ 24,707.41	\$ 1,760.65
86990	4		\$ 24,707.41	\$ 1,760.65
86991	4		\$ 24,707.41	\$ 1,760.65
86992	4		\$ 24,707.41	\$ 1,760.65
86993	4		\$ 24,707.41	\$ 1,760.65
86994	4		\$ 24,707.41	\$ 1,760.65
86995	4		\$ 24,707.41	\$ 1,760.65
86996	4		\$ 24,707.41	\$ 1,760.65
86997	4		\$ 24,707.41	\$ 1,760.65
86998	4		\$ 24,707.41	\$ 1,760.65
86999	4		\$ 24,707.41	\$ 1,760.65

			Phase 1 ^[a]	
Property ID	Lot Type	Notes	Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
87000	4	[d]	\$ 24,707.41	\$ 1,760.65
87001	4		\$ 24,707.41	\$ 1,760.65
87002	4		\$ 24,707.41	\$ 1,760.65
87003	4		\$ 24,707.41	\$ 1,760.65
87004	4		\$ 24,707.41	\$ 1,760.65
87005	4		\$ 24,707.41	\$ 1,760.65
87006	4		\$ 24,707.41	\$ 1,760.65
87007	4		\$ 24,707.41	\$ 1,760.65
87008	4		\$ 24,707.41	\$ 1,760.65
87009	4		\$ 24,707.41	\$ 1,760.65
87010	4		\$ 24,707.41	\$ 1,760.65
87011	4		\$ -	\$ -
87012	4	[d]	\$ 24,707.41	\$ 1,760.65
87013	4		\$ 24,707.41	\$ 1,760.65
87014	4		\$ 24,707.41	\$ 1,760.65
87015	4		\$ 24,707.41	\$ 1,760.65
87016	2		\$ 35,357.16	\$ 2,492.82
87017	2		\$ 35,357.16	\$ 2,492.82
87018	2		\$ 35,357.16	\$ 2,492.82
87019	2		\$ 35,357.16	\$ 2,492.82
87020	2		\$ 35,357.16	\$ 2,492.82
87021	2		\$ 35,357.16	\$ 2,492.82
87022	2	[d]	\$ 35,357.16	\$ 2,492.82
87023	2		\$ 35,357.16	\$ 2,492.82
87024	2		\$ 35,357.16	\$ 2,492.82
87025	2		\$ 35,357.16	\$ 2,492.82
87026	2		\$ 35,357.16	\$ 2,492.82
87027	2		\$ 35,357.16	\$ 2,492.82
87028	2		\$ 35,357.16	\$ 2,492.82
87029	2		\$ 35,357.16	\$ 2,492.82
87030	4		\$ 24,707.41	\$ 1,760.65
87031	4	[d]	\$ 24,707.41	\$ 1,760.65
87032	4		\$ 24,707.41	\$ 1,760.65
87033	4		\$ 24,707.41	\$ 1,760.65
87034	4		\$ 24,707.41	\$ 1,760.65
87035	4		\$ 24,707.41	\$ 1,760.65
87036	4		\$ 24,707.41	\$ 1,760.65
87037	4		\$ 24,707.41	\$ 1,760.65
87038	4		\$ 24,707.41	\$ 1,760.65
87039	4		\$ 24,707.41	\$ 1,760.65

			Phase 1 ^[a]	
Property ID	Lot Type	Notes	Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
87040	4		\$ 24,707.41	\$ 1,760.65
87041	4		\$ 24,707.41	\$ 1,760.65
87042	4		\$ 24,707.41	\$ 1,760.65
87043	4		\$ 24,707.41	\$ 1,760.65
87044	4		\$ 24,707.41	\$ 1,760.65
87045	4		\$ 24,707.41	\$ 1,760.65
87046	3		\$ 27,263.35	\$ 1,936.37
87047	3		\$ 27,263.35	\$ 1,936.37
87048	3		\$ 27,263.35	\$ 1,936.37
87049	3		\$ 27,263.35	\$ 1,936.37
87050	3		\$ 27,263.35	\$ 1,936.37
87051	3		\$ 27,263.35	\$ 1,936.37
87052	3		\$ 27,263.35	\$ 1,936.37
87053	3		\$ 27,263.35	\$ 1,936.37
87054	3		\$ 27,263.35	\$ 1,936.37
87055	3		\$ 27,263.35	\$ 1,936.37
87056	3		\$ 27,263.35	\$ 1,936.37
87057	3		\$ 27,263.35	\$ 1,936.37
87058	3		\$ 27,263.35	\$ 1,936.37
87059	3		\$ 27,263.35	\$ 1,936.37
87060	Non-Benefited Property		\$ -	\$ -
87061	4		\$ 24,707.41	\$ 1,760.65
87062	4		\$ 24,707.41	\$ 1,760.65
87063	4		\$ 24,707.41	\$ 1,760.65
87064	4		\$ 24,707.41	\$ 1,760.65
87065	4		\$ 24,707.41	\$ 1,760.65
87066	4		\$ 24,707.41	\$ 1,760.65
87067	3		\$ 27,263.35	\$ 1,936.37
87068	3		\$ 27,263.35	\$ 1,936.37
87069	3		\$ 27,263.35	\$ 1,936.37
87070	3		\$ 27,263.35	\$ 1,936.37
87071	3		\$ 27,263.35	\$ 1,936.37
87072	3		\$ 27,263.35	\$ 1,936.37
87073	5		\$ 19,595.53	\$ 1,409.20
87074	5		\$ 19,595.53	\$ 1,409.20
87075	5		\$ 19,595.53	\$ 1,409.20
87076	5		\$ 19,595.53	\$ 1,409.20
87077	5		\$ 19,595.53	\$ 1,409.20
87078	5		\$ 19,595.53	\$ 1,409.20
87079	5		\$ 19,595.53	\$ 1,409.20

			Phase 1 ^[a]	
Property ID	Lot Type	Notes	Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
87080	5		\$ 19,595.53	\$ 1,409.20
87081	5		\$ 19,595.53	\$ 1,409.20
87082	5		\$ 19,595.53	\$ 1,409.20
87083	5		\$ 19,595.53	\$ 1,409.20
87084	5		\$ 19,595.53	\$ 1,409.20
87085	5		\$ 19,595.53	\$ 1,409.20
87086	5		\$ 19,595.53	\$ 1,409.20
87087	5		\$ 19,595.53	\$ 1,409.20
87088	5		\$ 19,595.53	\$ 1,409.20
87089	5		\$ 19,595.53	\$ 1,409.20
87090	5		\$ 19,595.53	\$ 1,409.20
87091	5		\$ 19,595.53	\$ 1,409.20
87092	5		\$ 19,595.53	\$ 1,409.20
87093	5		\$ 19,595.53	\$ 1,409.20
87094	5		\$ 19,595.53	\$ 1,409.20
87095	5		\$ 19,595.53	\$ 1,409.20
87096	5		\$ 19,595.53	\$ 1,409.20
87097	3		\$ 27,263.35	\$ 1,936.37
87098	3		\$ 27,263.35	\$ 1,936.37
87099	3		\$ 27,263.35	\$ 1,936.37
87100	3		\$ 27,263.35	\$ 1,936.37
87101	3		\$ 27,263.35	\$ 1,936.37
87102	3		\$ 27,263.35	\$ 1,936.37
87103	Non-Benefited Property		\$ -	\$ -
87104	4		\$ 24,707.41	\$ 1,760.65
87105	5		\$ 19,595.53	\$ 1,409.20
87106	5		\$ 19,595.53	\$ 1,409.20
87107	5		\$ 19,595.53	\$ 1,409.20
87108	4		\$ 24,707.41	\$ 1,760.65
87109	4		\$ 24,707.41	\$ 1,760.65
87110	4		\$ 24,707.41	\$ 1,760.65
87111	5		\$ 19,595.53	\$ 1,409.20
87112	5		\$ 19,595.53	\$ 1,409.20
87113	5		\$ 19,595.53	\$ 1,409.20
87114	5		\$ 19,595.53	\$ 1,409.20
87115	5		\$ 19,595.53	\$ 1,409.20
87116	5		\$ 19,595.53	\$ 1,409.20
87117	5		\$ 19,595.53	\$ 1,409.20
87118	5		\$ 19,595.53	\$ 1,409.20
87119	5		\$ 19,595.53	\$ 1,409.20

Property ID	Lot Type	Notes	Phase 1 ^[a]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
87120	5		\$ 19,595.53	\$ 1,409.20
87121	5		\$ 19,595.53	\$ 1,409.20
87122	5		\$ 19,595.53	\$ 1,409.20
87123	5		\$ 19,595.53	\$ 1,409.20
87124	5		\$ 19,595.53	\$ 1,409.20
87125	5		\$ 19,595.53	\$ 1,409.20
87126	5		\$ 19,595.53	\$ 1,409.20
87127	5		\$ 19,595.53	\$ 1,409.20
87128	5		\$ 19,595.53	\$ 1,409.20
87129	5		\$ 19,595.53	\$ 1,409.20
87130	5		\$ 19,595.53	\$ 1,409.20
87131	5		\$ 19,595.53	\$ 1,409.20
87132	5		\$ 19,595.53	\$ 1,409.20
87133	5		\$ 19,595.53	\$ 1,409.20
87134	5		\$ 19,595.53	\$ 1,409.20
87135	5		\$ 19,595.53	\$ 1,409.20
87136	5		\$ 19,595.53	\$ 1,409.20
87137	Non-Benefited Property		\$ -	\$ -
87138	Non-Benefited Property		\$ -	\$ -
87139	Non-Benefited Property		\$ -	\$ -
87140	Non-Benefited Property		\$ -	\$ -
89847	4		\$ 24,707.41	\$ 1,760.65
89848	4		\$ 24,707.41	\$ 1,760.65
89849	4		\$ 24,707.41	\$ 1,760.65
89850	4		\$ 24,707.41	\$ 1,760.65
89851	4		\$ 24,707.41	\$ 1,760.65
89852	4		\$ 24,707.41	\$ 1,760.65
89853	4		\$ 24,707.41	\$ 1,760.65
89854	4		\$ 24,707.41	\$ 1,760.65
89855	4		\$ 24,707.41	\$ 1,760.65
89856	4		\$ 24,707.41	\$ 1,760.65
89857	Partial Prepayment - 89857		\$ 16,566.09	\$ 1,200.93
89858	4	[e]	\$ 24,707.41	\$ 1,760.65
89859	4		\$ 24,707.41	\$ 1,760.65
89860	4		\$ 24,707.41	\$ 1,760.65
89861	4		\$ 24,707.41	\$ 1,760.65
89862	4	[d]	\$ -	\$ -
89863	4		\$ 24,707.41	\$ 1,760.65
89864	4		\$ 24,707.41	\$ 1,760.65
89865	4		\$ 24,707.41	\$ 1,760.65

Property ID	Lot Type	Notes	Phase 1 ^[a]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
89866	4		\$ 24,707.41	\$ 1,760.65
89867	4		\$ 24,707.41	\$ 1,760.65
89868	4		\$ 24,707.41	\$ 1,760.65
89869	4		\$ 24,707.41	\$ 1,760.65
89870	4		\$ 24,707.41	\$ 1,760.65
89871	4		\$ 24,707.41	\$ 1,760.65
89872	4		\$ 24,707.41	\$ 1,760.65
89873	4		\$ 24,707.41	\$ 1,760.65
89874	4		\$ 24,707.41	\$ 1,760.65
89875	4		\$ 24,707.41	\$ 1,760.65
89876	4		\$ 24,707.41	\$ 1,760.65
89877	4		\$ 24,707.41	\$ 1,760.65
89878	4		\$ 24,707.41	\$ 1,760.65
89879	4		\$ 24,707.41	\$ 1,760.65
89880	4		\$ 24,707.41	\$ 1,760.65
89881	4		\$ 24,707.41	\$ 1,760.65
89882	4		\$ 24,707.41	\$ 1,760.65
89883	4		\$ 24,707.41	\$ 1,760.65
89884	4		\$ 24,707.41	\$ 1,760.65
89885	4		\$ 24,707.41	\$ 1,760.65
89886	4		\$ 24,707.41	\$ 1,760.65
89887	4		\$ 24,707.41	\$ 1,760.65
89888	4		\$ 24,707.41	\$ 1,760.65
89889	4		\$ 24,707.41	\$ 1,760.65
89890	4		\$ 24,707.41	\$ 1,760.65
89891	4		\$ 24,707.41	\$ 1,760.65
89892	4		\$ 24,707.41	\$ 1,760.65
89893	4		\$ 24,707.41	\$ 1,760.65
89894	4		\$ 24,707.41	\$ 1,760.65
89895	4		\$ 24,707.41	\$ 1,760.65
89896	4		\$ 24,707.41	\$ 1,760.65
89897	4		\$ 24,707.41	\$ 1,760.65
89898	4		\$ 24,707.41	\$ 1,760.65
89899	4		\$ 24,707.41	\$ 1,760.65
89900	4		\$ 24,707.41	\$ 1,760.65
89901	4		\$ 24,707.41	\$ 1,760.65
89902	5		\$ 19,595.53	\$ 1,409.20
89903	5		\$ 19,595.53	\$ 1,409.20
89904	5		\$ 19,595.53	\$ 1,409.20
89905	5		\$ 19,595.53	\$ 1,409.20

Property ID	Lot Type	Notes	Phase 1 ^[a]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
89906	5		\$ 19,595.53	\$ 1,409.20
89907	5		\$ 19,595.53	\$ 1,409.20
89908	5		\$ 19,595.53	\$ 1,409.20
89909	5		\$ 19,595.53	\$ 1,409.20
89910	5		\$ 19,595.53	\$ 1,409.20
89911	5		\$ 19,595.53	\$ 1,409.20
89912	5		\$ 19,595.53	\$ 1,409.20
89913	5		\$ 19,595.53	\$ 1,409.20
89914	5		\$ 19,595.53	\$ 1,409.20
89915	5		\$ 19,595.53	\$ 1,409.20
89916	5		\$ 19,595.53	\$ 1,409.20
89917	5		\$ 19,595.53	\$ 1,409.20
89918	5		\$ 19,595.53	\$ 1,409.20
89919	5		\$ 19,595.53	\$ 1,409.20
89920	5		\$ 19,595.53	\$ 1,409.20
89921	5		\$ 19,595.53	\$ 1,409.20
89922	5		\$ 19,595.53	\$ 1,409.20
89923	5		\$ 19,595.53	\$ 1,409.20
89924	5		\$ 19,595.53	\$ 1,409.20
89925	5		\$ 19,595.53	\$ 1,409.20
89926	5		\$ 19,595.53	\$ 1,409.20
89927	5		\$ 19,595.53	\$ 1,409.20
89928	5		\$ 19,595.53	\$ 1,409.20
89929	5		\$ 19,595.53	\$ 1,409.20
89930	5		\$ 19,595.53	\$ 1,409.20
89931	5		\$ 19,595.53	\$ 1,409.20
89932	5		\$ 19,595.53	\$ 1,409.20
89933	5		\$ 19,595.53	\$ 1,409.20
89934	5		\$ 19,595.53	\$ 1,409.20
89935	5		\$ 19,595.53	\$ 1,409.20
89936	5		\$ 19,595.53	\$ 1,409.20
89937	5		\$ 19,595.53	\$ 1,409.20
89938	5		\$ 19,595.53	\$ 1,409.20
89939	5		\$ 19,595.53	\$ 1,409.20
89940	5		\$ 19,595.53	\$ 1,409.20
89941	5		\$ 19,595.53	\$ 1,409.20
89942	5		\$ 19,595.53	\$ 1,409.20
89943	5		\$ 19,595.53	\$ 1,409.20
89944	5		\$ 19,595.53	\$ 1,409.20
89945	5		\$ 19,595.53	\$ 1,409.20

Property ID	Lot Type	Notes	Phase 1 ^[a]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
89946	5		\$ 19,595.53	\$ 1,409.20
89947	5		\$ 19,595.53	\$ 1,409.20
89948	5		\$ 19,595.53	\$ 1,409.20
89949	5		\$ 19,595.53	\$ 1,409.20
89950	5		\$ 19,595.53	\$ 1,409.20
89951	5		\$ 19,595.53	\$ 1,409.20
89952	5		\$ 19,595.53	\$ 1,409.20
89953	5		\$ 19,595.53	\$ 1,409.20
89954	5		\$ 19,595.53	\$ 1,409.20
89955	5		\$ 19,595.53	\$ 1,409.20
89956	5		\$ 19,595.53	\$ 1,409.20
89957	5		\$ 19,595.53	\$ 1,409.20
89958	5		\$ 19,595.53	\$ 1,409.20
89959	5		\$ 19,595.53	\$ 1,409.20
89960	5		\$ 19,595.53	\$ 1,409.20
89961	5		\$ 19,595.53	\$ 1,409.20
89962	5		\$ 19,595.53	\$ 1,409.20
89963	5		\$ 19,595.53	\$ 1,409.20
89964	5		\$ 19,595.53	\$ 1,409.20
89965	5		\$ 19,595.53	\$ 1,409.20
89966	5		\$ 19,595.53	\$ 1,409.20
89967	5		\$ 19,595.53	\$ 1,409.20
89968	5		\$ 19,595.53	\$ 1,409.20
89969	5		\$ 19,595.53	\$ 1,409.20
89970	5		\$ 19,595.53	\$ 1,409.20
89971	5		\$ 19,595.53	\$ 1,409.20
89972	5		\$ 19,595.53	\$ 1,409.20
89973	5		\$ 19,595.53	\$ 1,409.20
89974	5		\$ 19,595.53	\$ 1,409.20
89975	5		\$ 19,595.53	\$ 1,409.20
89976	5		\$ 19,595.53	\$ 1,409.20
89977	5		\$ 19,595.53	\$ 1,409.20
89978	5		\$ 19,595.53	\$ 1,409.20
89979	5		\$ 19,595.53	\$ 1,409.20
89980	5		\$ 19,595.53	\$ 1,409.20
89981	5		\$ 19,595.53	\$ 1,409.20
89982	5		\$ 19,595.53	\$ 1,409.20
89983	5		\$ 19,595.53	\$ 1,409.20
89984	5		\$ 19,595.53	\$ 1,409.20
89985	5		\$ 19,595.53	\$ 1,409.20

Property ID	Lot Type	Notes	Phase 1 ^[a]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
89986	5		\$ 19,595.53	\$ 1,409.20
89987	5		\$ 19,595.53	\$ 1,409.20
89988	5		\$ 19,595.53	\$ 1,409.20
89989	5		\$ 19,595.53	\$ 1,409.20
89990	5		\$ 19,595.53	\$ 1,409.20
89991	5		\$ 19,595.53	\$ 1,409.20
89992	5		\$ 19,595.53	\$ 1,409.20
89993	5		\$ 19,595.53	\$ 1,409.20
89994	5		\$ 19,595.53	\$ 1,409.20
89995	5		\$ 19,595.53	\$ 1,409.20
89996	5		\$ 19,595.53	\$ 1,409.20
89997	5		\$ 19,595.53	\$ 1,409.20
89998	5		\$ 19,595.53	\$ 1,409.20
89999	5		\$ 19,595.53	\$ 1,409.20
90000	5		\$ 19,595.53	\$ 1,409.20
90001	5		\$ 19,595.53	\$ 1,409.20
90002	5		\$ 19,595.53	\$ 1,409.20
90003	5		\$ 19,595.53	\$ 1,409.20
90004	5		\$ 19,595.53	\$ 1,409.20
90005	5		\$ 19,595.53	\$ 1,409.20
90006	5		\$ 19,595.53	\$ 1,409.20
90007	5		\$ 19,595.53	\$ 1,409.20
90008	5		\$ 19,595.53	\$ 1,409.20
90009	5		\$ 19,595.53	\$ 1,409.20
90010	5		\$ 19,595.53	\$ 1,409.20
90011	5		\$ 19,595.53	\$ 1,409.20
90012	5		\$ 19,595.53	\$ 1,409.20
90013	5		\$ 19,595.53	\$ 1,409.20
90014	5		\$ 19,595.53	\$ 1,409.20
90015	5		\$ 19,595.53	\$ 1,409.20
90016	5		\$ 19,595.53	\$ 1,409.20
90017	5		\$ 19,595.53	\$ 1,409.20
90018	5		\$ 19,595.53	\$ 1,409.20
90019	5		\$ 19,595.53	\$ 1,409.20
90020	5		\$ 19,595.53	\$ 1,409.20
90021	5		\$ 19,595.53	\$ 1,409.20
90022	5		\$ 19,595.53	\$ 1,409.20
90023	5		\$ 19,595.53	\$ 1,409.20
90024	4		\$ 24,707.41	\$ 1,760.65
90025	4		\$ 24,707.41	\$ 1,760.65

Property ID	Lot Type	Notes	Phase 1 ^[a]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
90026	4		\$ 24,707.41	\$ 1,760.65
90027	4		\$ 24,707.41	\$ 1,760.65
90028	4		\$ 24,707.41	\$ 1,760.65
90029	4		\$ 24,707.41	\$ 1,760.65
90030	4		\$ 24,707.41	\$ 1,760.65
90031	4		\$ 24,707.41	\$ 1,760.65
90032	4		\$ 24,707.41	\$ 1,760.65
90033	4		\$ 24,707.41	\$ 1,760.65
90034	4		\$ 24,707.41	\$ 1,760.65
90035	4		\$ 24,707.41	\$ 1,760.65
90036	4		\$ 24,707.41	\$ 1,760.65
90037	4		\$ 24,707.41	\$ 1,760.65
90038	Non-Benefited Property		\$ -	\$ -
101862	Non-Benefited Property		\$ -	\$ -
Total			\$ 8,501,857.29	\$ 606,950.84

Notes:

[a] Totals may not match the total Outstanding Assessment or Annual Installment due to (1) rounding or (2) Prepayments received that have not redeemed Phase 1 Refunding and Improvement Bonds.

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Installment covers the period 9/15/2023 to 9/14/2024, and is due by 1/31/2024.

[d] Property ID has prepaid Assessment in full.

[e] Property ID has partially prepaid Assessment.

EXHIBIT A-2 – IMPROVEMENT AREA #1C ASSESSMENT ROLL

Property ID	Lot Type	Notes	Improvement Area #1C ^[a]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
95434	4		\$ 30,540.44	\$ 2,553.91
95435	4		\$ 30,540.44	\$ 2,553.91
95436	4		\$ 30,540.44	\$ 2,553.91
95437	4		\$ 30,540.44	\$ 2,553.91
95438	4		\$ 30,540.44	\$ 2,553.91
95439	4		\$ 30,540.44	\$ 2,553.91
95440	4		\$ 30,540.44	\$ 2,553.91
95441	4		\$ 30,540.44	\$ 2,553.91
95442	4		\$ 30,540.44	\$ 2,553.91
95443	4		\$ 30,540.44	\$ 2,553.91
95444	4		\$ 30,540.44	\$ 2,553.91
95445	4		\$ 30,540.44	\$ 2,553.91
95446	4		\$ 30,540.44	\$ 2,553.91
95447	4		\$ 30,540.44	\$ 2,553.91
95448	4		\$ 30,540.44	\$ 2,553.91
95449	4		\$ 30,540.44	\$ 2,553.91
95450	4	[d]	\$ -	\$ -
95451	4 - Partial 95451	[e]	\$ 8,203.18	\$ 731.33
95452	4		\$ 30,540.44	\$ 2,553.91
95453	4		\$ 30,540.44	\$ 2,553.91
95454	4		\$ 30,540.44	\$ 2,553.91
95455	4		\$ 30,540.44	\$ 2,553.91
95456	4		\$ 30,540.44	\$ 2,553.91
95457	4		\$ 30,540.44	\$ 2,553.91
95458	4		\$ 30,540.44	\$ 2,553.91
95459	4		\$ 30,540.44	\$ 2,553.91
95460	4		\$ 30,540.44	\$ 2,553.91
95461	4		\$ 30,540.44	\$ 2,553.91
95462	4		\$ 30,540.44	\$ 2,553.91
95463	4		\$ 30,540.44	\$ 2,553.91
95464	4		\$ 30,540.44	\$ 2,553.91
95465	4		\$ 30,540.44	\$ 2,553.91
95466	4		\$ 30,540.44	\$ 2,553.91
95467	4		\$ 30,540.44	\$ 2,553.91
95468	4		\$ 30,540.44	\$ 2,553.91
95469	4		\$ 30,540.44	\$ 2,553.91
95470	4		\$ 30,540.44	\$ 2,553.91
95471	4	[d]	\$ -	\$ -
95472	4		\$ 30,540.44	\$ 2,553.91
95473	4		\$ 30,540.44	\$ 2,553.91

			Improvement Area #1C ^[a]	
Property ID	Lot Type	Notes	Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
95474	4		\$ 30,540.44	\$ 2,553.91
Total			\$ 1,168,739.90	\$ 97,779.91

Notes:

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Installment covers the period 10/13/2022 to 10/12/2023, and is due by 1/31/2024.

[d] Property ID has prepaid Assessment in full.

[e] Property ID has partially prepaid Assessment.

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EXHIBIT A-3 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID	Lot Type	Notes	Improvement Area #2 ^[a]	
			Outstanding Assessment ^[b]	Installment Due 1/31/24 ^[c]
101420	5	[d]	\$ 24,630.07	\$ 1,860.06
101421	5		\$ 24,630.07	\$ 1,860.06
101422	5		\$ 24,630.07	\$ 1,860.06
101423	5		\$ -	\$ -
101424	5		\$ 24,630.07	\$ 1,860.06
101425	5		\$ 24,630.07	\$ 1,860.06
101426	5		\$ 24,630.07	\$ 1,860.06
101427	5		\$ 24,630.07	\$ 1,860.06
101428	5		\$ 24,630.07	\$ 1,860.06
101429	5		\$ 24,630.07	\$ 1,860.06
101430	5		\$ 24,630.07	\$ 1,860.06
101431	5		\$ 24,630.07	\$ 1,860.06
101432	5		\$ 24,630.07	\$ 1,860.06
101433	5		\$ 24,630.07	\$ 1,860.06
101434	5		\$ 24,630.07	\$ 1,860.06
101435	5		\$ 24,630.07	\$ 1,860.06
101436	5		\$ 24,630.07	\$ 1,860.06
101437	5		\$ 24,630.07	\$ 1,860.06
101438	5		\$ 24,630.07	\$ 1,860.06
101439	5		\$ 24,630.07	\$ 1,860.06
101440	5		\$ 24,630.07	\$ 1,860.06
101441	5		\$ 24,630.07	\$ 1,860.06
101442	5		\$ 24,630.07	\$ 1,860.06
101443	5		\$ 24,630.07	\$ 1,860.06
101444	5		\$ 24,630.07	\$ 1,860.06
101445	5		\$ 24,630.07	\$ 1,860.06
101446	5		\$ 24,630.07	\$ 1,860.06
101447	5		\$ 24,630.07	\$ 1,860.06
101448	5		\$ 24,630.07	\$ 1,860.06
101449	5		\$ 24,630.07	\$ 1,860.06
101450	5		\$ 24,630.07	\$ 1,860.06
101451	5		\$ 24,630.07	\$ 1,860.06
101452	5		\$ 24,630.07	\$ 1,860.06
101453	5		\$ 24,630.07	\$ 1,860.06
101454	5		\$ 24,630.07	\$ 1,860.06
101455	5		\$ 24,630.07	\$ 1,860.06
101456	5		\$ 24,630.07	\$ 1,860.06
101457	5		\$ 24,630.07	\$ 1,860.06
101458	5		\$ 24,630.07	\$ 1,860.06
101459	5		\$ 24,630.07	\$ 1,860.06

Property ID	Lot Type	Notes	Improvement Area #2 ^[a]	
			Outstanding Assessment ^[b]	Installment Due 1/31/24 ^[c]
101460	5	[d]	\$ 24,630.07	\$ 1,860.06
101461	5		\$ 24,630.07	\$ 1,860.06
101462	5		\$ 24,630.07	\$ 1,860.06
101463	5		\$ 24,630.07	\$ 1,860.06
101464	5		\$ 24,630.07	\$ 1,860.06
101465	5		\$ 24,630.07	\$ 1,860.06
101466	5		\$ 24,630.07	\$ 1,860.06
101467	5		\$ -	\$ -
101468	5		\$ 24,630.07	\$ 1,860.06
101469	5		\$ 24,630.07	\$ 1,860.06
101470	5		\$ 24,630.07	\$ 1,860.06
101471	5		\$ 24,630.07	\$ 1,860.06
101472	5		\$ 24,630.07	\$ 1,860.06
101473	5		\$ 24,630.07	\$ 1,860.06
101474	5		\$ 24,630.07	\$ 1,860.06
101475	5		\$ 24,630.07	\$ 1,860.06
101476	5		\$ 24,630.07	\$ 1,860.06
101477	5		\$ 24,630.07	\$ 1,860.06
101478	5		\$ 24,630.07	\$ 1,860.06
101479	5		\$ 24,630.07	\$ 1,860.06
101480	5		\$ 24,630.07	\$ 1,860.06
101481	5		\$ 24,630.07	\$ 1,860.06
101482	5		\$ 24,630.07	\$ 1,860.06
101483	5		\$ 24,630.07	\$ 1,860.06
101484	5		\$ 24,630.07	\$ 1,860.06
101485	5		\$ 24,630.07	\$ 1,860.06
101486	5		\$ 24,630.07	\$ 1,860.06
101487	5		\$ 24,630.07	\$ 1,860.06
101488	5		\$ 24,630.07	\$ 1,860.06
101489	5		\$ 24,630.07	\$ 1,860.06
101490	5		\$ 24,630.07	\$ 1,860.06
101491	5		\$ 24,630.07	\$ 1,860.06
101492	5		\$ 24,630.07	\$ 1,860.06
101493	5	[d]	\$ 24,630.07	\$ 1,860.06
101494	5		\$ -	\$ -
101495	5		\$ 24,630.07	\$ 1,860.06
101496	5		\$ 24,630.07	\$ 1,860.06
101497	5		\$ 24,630.07	\$ 1,860.06
101498	5		\$ 24,630.07	\$ 1,860.06
101499	5		\$ 24,630.07	\$ 1,860.06

Property ID	Lot Type	Notes	Improvement Area #2 ^[a]	
			Outstanding Assessment ^[b]	Installment Due 1/31/24 ^[c]
101500	5		\$ 24,630.07	\$ 1,860.06
101501	5		\$ 24,630.07	\$ 1,860.06
101502	5		\$ 24,630.07	\$ 1,860.06
101503	5		\$ 24,630.07	\$ 1,860.06
101504	5		\$ 24,630.07	\$ 1,860.06
101505	5		\$ 24,630.07	\$ 1,860.06
101506	5		\$ 24,630.07	\$ 1,860.06
101507	5		\$ 24,630.07	\$ 1,860.06
101508	5		\$ 24,630.07	\$ 1,860.06
101509	5		\$ 24,630.07	\$ 1,860.06
101510	5		\$ 24,630.07	\$ 1,860.06
101511	5		\$ 24,630.07	\$ 1,860.06
101512	5		\$ 24,630.07	\$ 1,860.06
101513	5		\$ 24,630.07	\$ 1,860.06
101514	5		\$ 24,630.07	\$ 1,860.06
101515	5		\$ 24,630.07	\$ 1,860.06
101516	5		\$ 24,630.07	\$ 1,860.06
101517	5		\$ 24,630.07	\$ 1,860.06
101518	5		\$ 24,630.07	\$ 1,860.06
101519	5		\$ 24,630.07	\$ 1,860.06
101520	3		\$ 34,267.92	\$ 2,563.65
101521	3		\$ 34,267.92	\$ 2,563.65
101522	3		\$ 34,267.92	\$ 2,563.65
101523	3		\$ 34,267.92	\$ 2,563.65
101524	3		\$ 34,267.92	\$ 2,563.65
101525	3		\$ 34,267.92	\$ 2,563.65
101526	3		\$ 34,267.92	\$ 2,563.65
101527	3		\$ 34,267.92	\$ 2,563.65
101528	2		\$ 44,441.20	\$ 3,306.33
101529	2		\$ 44,441.20	\$ 3,306.33
101530	2		\$ 44,441.20	\$ 3,306.33
101531	2		\$ 44,441.20	\$ 3,306.33
101532	2		\$ 44,441.20	\$ 3,306.33
101533	2		\$ 44,441.20	\$ 3,306.33
101534	2		\$ 44,441.20	\$ 3,306.33
101535	2		\$ 44,441.20	\$ 3,306.33
101536	2	[d]	\$ -	\$ -
101537	2		\$ 44,441.20	\$ 3,306.33
101538	2		\$ 44,441.20	\$ 3,306.33
101539	2		\$ 44,441.20	\$ 3,306.33

Property ID	Lot Type	Notes	Improvement Area #2 ^[a]	
			Outstanding Assessment ^[b]	Installment Due 1/31/24 ^[c]
101540	10	[d]	\$ 28,034.63	\$ 2,108.60
101541	10		\$ 28,034.63	\$ 2,108.60
101542	10		\$ 28,034.63	\$ 2,108.60
101543	10		\$ 28,034.63	\$ 2,108.60
101544	10		\$ 28,034.63	\$ 2,108.60
101545	10		\$ 28,034.63	\$ 2,108.60
101546	10		\$ 28,034.63	\$ 2,108.60
101547	10		\$ 28,034.63	\$ 2,108.60
101548	10		\$ 28,034.63	\$ 2,108.60
101549	10		\$ 28,034.63	\$ 2,108.60
101550	10		\$ 28,034.63	\$ 2,108.60
101551	10		\$ 28,034.63	\$ 2,108.60
101552	10		\$ -	\$ -
101553	10		\$ 28,034.63	\$ 2,108.60
101554	10		\$ 28,034.63	\$ 2,108.60
101555	10		\$ 28,034.63	\$ 2,108.60
101556	10		\$ 28,034.63	\$ 2,108.60
101557	10		\$ 28,034.63	\$ 2,108.60
101558	10		\$ 28,034.63	\$ 2,108.60
101559	10		\$ 28,034.63	\$ 2,108.60
101560	10		\$ 28,034.63	\$ 2,108.60
101561	10		\$ 28,034.63	\$ 2,108.60
101562	10		\$ 28,034.63	\$ 2,108.60
101563	10		\$ 28,034.63	\$ 2,108.60
101564	10		\$ 28,034.63	\$ 2,108.60
101565	10		\$ 28,034.63	\$ 2,108.60
101566	10		\$ 28,034.63	\$ 2,108.60
101567	10		\$ 28,034.63	\$ 2,108.60
101568	10		\$ 28,034.63	\$ 2,108.60
101569	10		\$ 28,034.63	\$ 2,108.60
101570	10		\$ 28,034.63	\$ 2,108.60
101571	10		\$ 28,034.63	\$ 2,108.60
101572	10		\$ 28,034.63	\$ 2,108.60
101573	10		\$ 28,034.63	\$ 2,108.60
101574	10		\$ 28,034.63	\$ 2,108.60
101575	10		\$ 28,034.63	\$ 2,108.60
101576	10		\$ 28,034.63	\$ 2,108.60
101577	10		\$ 28,034.63	\$ 2,108.60
101578	10		\$ 28,034.63	\$ 2,108.60
101579	10		\$ 28,034.63	\$ 2,108.60

Property ID	Lot Type	Notes	Improvement Area #2 ^[a]	
			Outstanding Assessment ^[b]	Installment Due 1/31/24 ^[c]
101580	10		\$ 28,034.63	\$ 2,108.60
101581	10		\$ 28,034.63	\$ 2,108.60
101582	10		\$ 28,034.63	\$ 2,108.60
101583	10		\$ 28,034.63	\$ 2,108.60
101584	10		\$ 28,034.63	\$ 2,108.60
101585	10		\$ 28,034.63	\$ 2,108.60
101586	10		\$ 28,034.63	\$ 2,108.60
101587	10		\$ 28,034.63	\$ 2,108.60
101588	10		\$ 28,034.63	\$ 2,108.60
101589	10		\$ 28,034.63	\$ 2,108.60
101590	10		\$ 28,034.63	\$ 2,108.60
101591	10		\$ 28,034.63	\$ 2,108.60
101592	10		\$ 28,034.63	\$ 2,108.60
101593	10		\$ 28,034.63	\$ 2,108.60
101594	10	[d]	\$ -	\$ -
101595	10		\$ 28,034.63	\$ 2,108.60
101596	10	[d]	\$ -	\$ -
101597	10		\$ 28,034.63	\$ 2,108.60
101598	10		\$ 28,034.63	\$ 2,108.60
101599	10		\$ 28,034.63	\$ 2,108.60
101600	10		\$ 28,034.63	\$ 2,108.60
101601	10		\$ 28,034.63	\$ 2,108.60
101602	10		\$ 28,034.63	\$ 2,108.60
101603	10		\$ 28,034.63	\$ 2,108.60
101604	10		\$ 28,034.63	\$ 2,108.60
101605	10		\$ 28,034.63	\$ 2,108.60
101606	10		\$ 28,034.63	\$ 2,108.60
101607	10		\$ 28,034.63	\$ 2,108.60
101608	10		\$ 28,034.63	\$ 2,108.60
101609	10		\$ 28,034.63	\$ 2,108.60
101610	10		\$ 28,034.63	\$ 2,108.60
101611	10		\$ 28,034.63	\$ 2,108.60
101612	10		\$ 28,034.63	\$ 2,108.60
101613	10		\$ 28,034.63	\$ 2,108.60
101614	10		\$ 28,034.63	\$ 2,108.60
101615	10		\$ 28,034.63	\$ 2,108.60
101616	10		\$ 28,034.63	\$ 2,108.60
101617	10		\$ 28,034.63	\$ 2,108.60
101618	10		\$ 28,034.63	\$ 2,108.60
101619	10		\$ 28,034.63	\$ 2,108.60

			Improvement Area #2 ^[a]	
Property ID	Lot Type	Notes	Outstanding Assessment ^[b]	Installment Due 1/31/24 ^[c]
101620	10		\$ 28,034.63	\$ 2,108.60
101621	10		\$ 28,034.63	\$ 2,108.60
101622	10		\$ 28,034.63	\$ 2,108.60
101623	10		\$ 28,034.63	\$ 2,108.60
101624	10		\$ 28,034.63	\$ 2,108.60
101625	10		\$ 28,034.63	\$ 2,108.60
101626	10		\$ 28,034.63	\$ 2,108.60
101627	10		\$ 28,034.63	\$ 2,108.60
101628	10		\$ 28,034.63	\$ 2,108.60
101629	10		\$ 28,034.63	\$ 2,108.60
101630	10		\$ 28,034.63	\$ 2,108.60
101631	10		\$ 28,034.63	\$ 2,108.60
101632	10		\$ 28,034.63	\$ 2,108.60
101633	Non-Benefited Property		\$ -	\$ -
101634	Non-Benefited Property		\$ -	\$ -
Total			\$ 5,675,230.05	\$ 427,078.65

Notes:

[a] Totals may not match the total Outstanding Assessment or Annual Installment due to (1) rounding or (2) Prepayments received that have not redeemed Improvement Area #2 Bonds.

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Installment covers the period 9/15/2023 to 9/14/2024, and is due by 1/31/2024.

[d] Property ID has prepaid Assessment in full.

EXHIBIT A-4 – IMPROVEMENT AREA #3 ASSESSMENT ROLL

Property ID ¹	Lot Type	Improvement Area #3 ^[a]	
		Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
111823	Non-Benefited Property	\$ -	\$ -
112166	3	\$ 38,951.22	\$ 2,710.09
112167	3	\$ 38,951.22	\$ 2,710.09
112168	3	\$ 38,951.22	\$ 2,710.09
112169	3	\$ 38,951.22	\$ 2,710.09
112170	3	\$ 38,951.22	\$ 2,710.09
112171	3	\$ 38,951.22	\$ 2,710.09
112172	3	\$ 38,951.22	\$ 2,710.09
112173	3	\$ 38,951.22	\$ 2,710.09
112174	3	\$ 38,951.22	\$ 2,710.09
112175	2	\$ 32,019.23	\$ 2,238.82
112176	2	\$ 32,019.23	\$ 2,238.82
112177	2	\$ 32,019.23	\$ 2,238.82
112178	2	\$ 32,019.23	\$ 2,238.82
112179	2	\$ 32,019.23	\$ 2,238.82
112180	2	\$ 32,019.23	\$ 2,238.82
112181	2	\$ 32,019.23	\$ 2,238.82
112182	2	\$ 32,019.23	\$ 2,238.82
112183	2	\$ 32,019.23	\$ 2,238.82
112184	2	\$ 32,019.23	\$ 2,238.82
112185	2	\$ 32,019.23	\$ 2,238.82
112186	2	\$ 32,019.23	\$ 2,238.82
112187	2	\$ 32,019.23	\$ 2,238.82
112188	2	\$ 32,019.23	\$ 2,238.82
112189	2	\$ 32,019.23	\$ 2,238.82
112190	2	\$ 32,019.23	\$ 2,238.82
112191	2	\$ 32,019.23	\$ 2,238.82
112192	2	\$ 32,019.23	\$ 2,238.82
112193	2	\$ 32,019.23	\$ 2,238.82
112194	2	\$ 32,019.23	\$ 2,238.82
112195	2	\$ 32,019.23	\$ 2,238.82
112196	2	\$ 32,019.23	\$ 2,238.82
112197	2	\$ 32,019.23	\$ 2,238.82
112198	2	\$ 32,019.23	\$ 2,238.82
112199	2	\$ 32,019.23	\$ 2,238.82
112200	2	\$ 32,019.23	\$ 2,238.82
112201	2	\$ 32,019.23	\$ 2,238.82
112202	2	\$ 32,019.23	\$ 2,238.82
112203	2	\$ 32,019.23	\$ 2,238.82
112204	2	\$ 32,019.23	\$ 2,238.82

Property ID ¹	Lot Type	Improvement Area #3 ^[a]	
		Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
112205	2	\$ 32,019.23	\$ 2,238.82
112206	2	\$ 32,019.23	\$ 2,238.82
112207	2	\$ 32,019.23	\$ 2,238.82
112208	2	\$ 32,019.23	\$ 2,238.82
112209	2	\$ 32,019.23	\$ 2,238.82
112210	2	\$ 32,019.23	\$ 2,238.82
112211	2	\$ 32,019.23	\$ 2,238.82
112212	2	\$ 32,019.23	\$ 2,238.82
112213	2	\$ 32,019.23	\$ 2,238.82
112214	2	\$ 32,019.23	\$ 2,238.82
112215	2	\$ 32,019.23	\$ 2,238.82
112216	2	\$ 32,019.23	\$ 2,238.82
112217	2	\$ 32,019.23	\$ 2,238.82
112218	2	\$ 32,019.23	\$ 2,238.82
112219	2	\$ 32,019.23	\$ 2,238.82
112220	2	\$ 32,019.23	\$ 2,238.82
112221	2	\$ 32,019.23	\$ 2,238.82
112222	2	\$ 32,019.23	\$ 2,238.82
112223	2	\$ 32,019.23	\$ 2,238.82
112224	2	\$ 32,019.23	\$ 2,238.82
112225	2	\$ 32,019.23	\$ 2,238.82
112226	2	\$ 32,019.23	\$ 2,238.82
112227	2	\$ 32,019.23	\$ 2,238.82
112228	2	\$ 32,019.23	\$ 2,238.82
112229	2	\$ 32,019.23	\$ 2,238.82
112230	2	\$ 32,019.23	\$ 2,238.82
112231	2	\$ 32,019.23	\$ 2,238.82
112232	2	\$ 32,019.23	\$ 2,238.82
112233	2	\$ 32,019.23	\$ 2,238.82
112234	2	\$ 32,019.23	\$ 2,238.82
112235	2	\$ 32,019.23	\$ 2,238.82
112236	2	\$ 32,019.23	\$ 2,238.82
112237	2	\$ 32,019.23	\$ 2,238.82
112238	2	\$ 32,019.23	\$ 2,238.82
112239	2	\$ 32,019.23	\$ 2,238.82
112240	2	\$ 32,019.23	\$ 2,238.82
112241	2	\$ 32,019.23	\$ 2,238.82
112242	2	\$ 32,019.23	\$ 2,238.82
112243	2	\$ 32,019.23	\$ 2,238.82
112244	2	\$ 32,019.23	\$ 2,238.82

Property ID ¹	Lot Type	Improvement Area #3 ^[a]	
		Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
112245	2	\$ 32,019.23	\$ 2,238.82
112246	2	\$ 32,019.23	\$ 2,238.82
112247	2	\$ 32,019.23	\$ 2,238.82
112248	2	\$ 32,019.23	\$ 2,238.82
112249	2	\$ 32,019.23	\$ 2,238.82
112250	2	\$ 32,019.23	\$ 2,238.82
112251	2	\$ 32,019.23	\$ 2,238.82
112252	Non-Benefited Property	\$ -	\$ -
112253	Non-Benefited Property	\$ -	\$ -
112254	Non-Benefited Property	\$ -	\$ -
112255	1	\$ 29,130.89	\$ 2,042.46
112256	1	\$ 29,130.89	\$ 2,042.46
112257	1	\$ 29,130.89	\$ 2,042.46
112258	1	\$ 29,130.89	\$ 2,042.46
112259	1	\$ 29,130.89	\$ 2,042.46
112260	1	\$ 29,130.89	\$ 2,042.46
112261	1	\$ 29,130.89	\$ 2,042.46
112262	1	\$ 29,130.89	\$ 2,042.46
112263	1	\$ 29,130.89	\$ 2,042.46
112264	1	\$ 29,130.89	\$ 2,042.46
112265	1	\$ 29,130.89	\$ 2,042.46
112266	1	\$ 29,130.89	\$ 2,042.46
112267	1	\$ 29,130.89	\$ 2,042.46
112268	1	\$ 29,130.89	\$ 2,042.46
112269	1	\$ 29,130.89	\$ 2,042.46
112270	1	\$ 29,130.89	\$ 2,042.46
112271	1	\$ 29,130.89	\$ 2,042.46
112272	1	\$ 29,130.89	\$ 2,042.46
112273	1	\$ 29,130.89	\$ 2,042.46
112274	1	\$ 29,130.89	\$ 2,042.46
112275	1	\$ 29,130.89	\$ 2,042.46
112276	1	\$ 29,130.89	\$ 2,042.46
112277	1	\$ 29,130.89	\$ 2,042.46
112278	1	\$ 29,130.89	\$ 2,042.46
112279	1	\$ 29,130.89	\$ 2,042.46
112280	1	\$ 29,130.89	\$ 2,042.46
112281	1	\$ 29,130.89	\$ 2,042.46
112282	1	\$ 29,130.89	\$ 2,042.46
112283	1	\$ 29,130.89	\$ 2,042.46
112284	1	\$ 29,130.89	\$ 2,042.46

Property ID ¹	Lot Type	Improvement Area #3 ^[a]	
		Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
112285	1	\$ 29,130.89	\$ 2,042.46
112286	1	\$ 29,130.89	\$ 2,042.46
112287	1	\$ 29,130.89	\$ 2,042.46
112288	1	\$ 29,130.89	\$ 2,042.46
112289	1	\$ 29,130.89	\$ 2,042.46
112290	1	\$ 29,130.89	\$ 2,042.46
112291	1	\$ 29,130.89	\$ 2,042.46
112292	1	\$ 29,130.89	\$ 2,042.46
112293	1	\$ 29,130.89	\$ 2,042.46
112294	1	\$ 29,130.89	\$ 2,042.46
112295	1	\$ 29,130.89	\$ 2,042.46
112296	1	\$ 29,130.89	\$ 2,042.46
112297	1	\$ 29,130.89	\$ 2,042.46
112298	1	\$ 29,130.89	\$ 2,042.46
112299	1	\$ 29,130.89	\$ 2,042.46
112300	1	\$ 29,130.89	\$ 2,042.46
112301	Non-Benefited Property	\$ -	\$ -
112302	1	\$ 29,130.89	\$ 2,042.46
112303	1	\$ 29,130.89	\$ 2,042.46
112304	1	\$ 29,130.89	\$ 2,042.46
112305	1	\$ 29,130.89	\$ 2,042.46
112306	1	\$ 29,130.89	\$ 2,042.46
112307	1	\$ 29,130.89	\$ 2,042.46
112308	1	\$ 29,130.89	\$ 2,042.46
112309	1	\$ 29,130.89	\$ 2,042.46
112310	1	\$ 29,130.89	\$ 2,042.46
112311	1	\$ 29,130.89	\$ 2,042.46
112312	1	\$ 29,130.89	\$ 2,042.46
112313	1	\$ 29,130.89	\$ 2,042.46
112314	1	\$ 29,130.89	\$ 2,042.46
112315	1	\$ 29,130.89	\$ 2,042.46
112316	1	\$ 29,130.89	\$ 2,042.46
112317	1	\$ 29,130.89	\$ 2,042.46
112318	1	\$ 29,130.89	\$ 2,042.46
112319	1	\$ 29,130.89	\$ 2,042.46
112320	1	\$ 29,130.89	\$ 2,042.46
112321	1	\$ 29,130.89	\$ 2,042.46
112322	1	\$ 29,130.89	\$ 2,042.46
112323	1	\$ 29,130.89	\$ 2,042.46
112324	1	\$ 29,130.89	\$ 2,042.46

Property ID ¹	Lot Type	Improvement Area #3 ^[a]	
		Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
112325	1	\$ 29,130.89	\$ 2,042.46
112326	1	\$ 29,130.89	\$ 2,042.46
112327	1	\$ 29,130.89	\$ 2,042.46
112328	1	\$ 29,130.89	\$ 2,042.46
112329	1	\$ 29,130.89	\$ 2,042.46
112330	1	\$ 29,130.89	\$ 2,042.46
112331	1	\$ 29,130.89	\$ 2,042.46
112332	1	\$ 29,130.89	\$ 2,042.46
112333	1	\$ 29,130.89	\$ 2,042.46
112334	1	\$ 29,130.89	\$ 2,042.46
112335	1	\$ 29,130.89	\$ 2,042.46
112336	1	\$ 29,130.89	\$ 2,042.46
112337	1	\$ 29,130.89	\$ 2,042.46
112338	1	\$ 29,130.89	\$ 2,042.46
112339	1	\$ 29,130.89	\$ 2,042.46
112340	1	\$ 29,130.89	\$ 2,042.46
112341	1	\$ 29,130.89	\$ 2,042.46
112342	1	\$ 29,130.89	\$ 2,042.46
112343	1	\$ 29,130.89	\$ 2,042.46
112344	1	\$ 29,130.89	\$ 2,042.46
112345	1	\$ 29,130.89	\$ 2,042.46
112346	1	\$ 29,130.89	\$ 2,042.46
112347	1	\$ 29,130.89	\$ 2,042.46
112348	1	\$ 29,130.89	\$ 2,042.46
112349	1	\$ 29,130.89	\$ 2,042.46
112350	1	\$ 29,130.89	\$ 2,042.46
112351	1	\$ 29,130.89	\$ 2,042.46
112352	1	\$ 29,130.89	\$ 2,042.46
112353	1	\$ 29,130.89	\$ 2,042.46
112354	1	\$ 29,130.89	\$ 2,042.46
112355	Non-Benefited Property	\$ -	\$ -
Total		\$ 5,699,999.80	\$ 398,983.49

Notes:

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Installment covers the period 9/15/2023 to 9/14/2024, and is due by 1/31/2024.

EXHIBIT A-5 – IMPROVEMENT AREA #4-A ASSESSMENT ROLL

Property ID ¹	Lot Type	Improvement Area #4-A ^[a]	
		Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
118754	2	\$ 61,012.85	\$ 4,866.93
118755	2	\$ 61,012.85	\$ 4,866.93
118756	2	\$ 61,012.85	\$ 4,866.93
118757	2	\$ 61,012.85	\$ 4,866.93
118758	2	\$ 61,012.85	\$ 4,866.93
118759	2	\$ 61,012.85	\$ 4,866.93
118760	2	\$ 61,012.85	\$ 4,866.93
118761	2	\$ 61,012.85	\$ 4,866.93
118762	2	\$ 61,012.85	\$ 4,866.93
118763	2	\$ 61,012.85	\$ 4,866.93
118764	2	\$ 61,012.85	\$ 4,866.93
118765	2	\$ 61,012.85	\$ 4,866.93
118766	2	\$ 61,012.85	\$ 4,866.93
118767	2	\$ 61,012.85	\$ 4,866.93
118768	2	\$ 61,012.85	\$ 4,866.93
118769	2	\$ 61,012.85	\$ 4,866.93
118770	1	\$ 54,585.74	\$ 4,360.78
118771	1	\$ 54,585.74	\$ 4,360.78
118772	1	\$ 54,585.74	\$ 4,360.78
118773	1	\$ 54,585.74	\$ 4,360.78
118774	1	\$ 54,585.74	\$ 4,360.78
118775	1	\$ 54,585.74	\$ 4,360.78
118776	1	\$ 54,585.74	\$ 4,360.78
118777	Non-Benefited Property	\$ -	\$ -
118778	1	\$ 54,585.74	\$ 4,360.78
118779	2	\$ 61,012.85	\$ 4,866.93
118780	2	\$ 61,012.85	\$ 4,866.93
118781	2	\$ 61,012.85	\$ 4,866.93
118782	2	\$ 61,012.85	\$ 4,866.93
118783	2	\$ 61,012.85	\$ 4,866.93
118784	2	\$ 61,012.85	\$ 4,866.93
118785	2	\$ 61,012.85	\$ 4,866.93
118786	2	\$ 61,012.85	\$ 4,866.93
118787	2	\$ 61,012.85	\$ 4,866.93
118788	2	\$ 61,012.85	\$ 4,866.93
118789	2	\$ 61,012.85	\$ 4,866.93
118790	2	\$ 61,012.85	\$ 4,866.93
118791	2	\$ 61,012.85	\$ 4,866.93
118792	1	\$ 54,585.74	\$ 4,360.78
118793	1	\$ 54,585.74	\$ 4,360.78

		Improvement Area #4-A ^[a]	
Property ID ¹	Lot Type	Outstanding Assessment ^[b]	Annual Installment Due 1/31/2024 ^[c]
118794	1	\$ 54,585.74	\$ 4,360.78
118795	1	\$ 54,585.74	\$ 4,360.78
118796	1	\$ 54,585.74	\$ 4,360.78
118797	2	\$ 61,012.85	\$ 4,866.93
Total		\$ 2,540,000.12	\$ 202,698.04

Notes:

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Installment covers the period 9/15/2023 to 9/14/2024, and is due by 1/31/2024.

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EXHIBIT A-6 – IMPROVEMENT AREA #4-B ASSESSMENT ROLL

Property Ida	Improvement Area #4-B ^b	
	Outstanding Assessment ^c	Annual Installment Due 1/31/2024
Improvement Area #4-B Initial Parcel	\$ 10,885,000.00	\$ 880,175.56
Total	\$ 10,885,000.00	\$ 880,175.56

Notes:

[a] The Improvement Area #4-B Initial Parcel is wholly contained within Property ID 79963.

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

[c] Outstanding Assessment prior to 1/31/2024 Annual Installment.

EXHIBIT B-1 – PHASE 1 REFUNDING AND IMPROVEMENT BONDS DEBT SERVICE SCHEDULE

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 B-2 – IMPROVEMENT AREA #1C ANNUAL INSTALLMENTS

Administrative Expenses						
Installment Due 1/31	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total Annual Installment	
2024	\$ 21,543.45	\$ 69,189.40	\$ 4,629.05	\$ 2,418.00	\$ 97,779.90	
2025	\$ 22,818.82	\$ 67,914.03	\$ 4,721.63	\$ 2,418.00	\$ 97,872.48	
2026	\$ 24,169.70	\$ 66,563.15	\$ 4,816.06	\$ 2,418.00	\$ 97,966.92	
2027	\$ 25,600.54	\$ 65,132.31	\$ 4,912.38	\$ 2,418.00	\$ 98,063.24	
2028	\$ 27,116.09	\$ 63,616.76	\$ 5,010.63	\$ 2,418.00	\$ 98,161.48	
2029	\$ 28,721.37	\$ 62,011.48	\$ 5,110.85	\$ 2,418.00	\$ 98,261.70	
2030	\$ 30,421.67	\$ 60,311.18	\$ 5,213.06	\$ 2,418.00	\$ 98,363.91	
2031	\$ 32,222.64	\$ 58,510.22	\$ 5,317.32	\$ 2,418.00	\$ 98,468.18	
2032	\$ 34,130.22	\$ 56,602.64	\$ 5,423.67	\$ 2,418.00	\$ 98,574.52	
2033	\$ 36,150.72	\$ 54,582.13	\$ 5,532.14	\$ 2,418.00	\$ 98,682.99	
2034	\$ 38,290.85	\$ 52,442.00	\$ 5,642.79	\$ 2,418.00	\$ 98,793.64	
2035	\$ 40,557.67	\$ 50,175.19	\$ 5,755.64	\$ 2,418.00	\$ 98,906.49	
2036	\$ 42,958.68	\$ 47,774.17	\$ 5,870.75	\$ 2,418.00	\$ 99,021.61	
2037	\$ 45,501.83	\$ 45,231.02	\$ 5,988.17	\$ 2,418.00	\$ 99,139.02	
2038	\$ 48,195.54	\$ 42,537.31	\$ 6,107.93	\$ 2,418.00	\$ 99,258.78	
2039	\$ 51,048.72	\$ 39,684.13	\$ 6,230.09	\$ 2,418.00	\$ 99,380.94	
2040	\$ 54,070.80	\$ 36,662.05	\$ 6,354.69	\$ 2,418.00	\$ 99,505.55	
2041	\$ 57,271.79	\$ 33,461.06	\$ 6,481.79	\$ 2,418.00	\$ 99,632.64	
2042	\$ 60,662.28	\$ 30,070.57	\$ 6,611.42	\$ 2,418.00	\$ 99,762.27	
2043	\$ 64,253.49	\$ 26,479.36	\$ 6,743.65	\$ 2,418.00	\$ 99,894.50	
2044	\$ 68,057.30	\$ 22,675.55	\$ 6,878.52	\$ 2,418.00	\$ 100,029.38	
2045	\$ 72,086.29	\$ 18,646.56	\$ 7,016.10	\$ 2,418.00	\$ 100,166.95	
2046	\$ 76,353.80	\$ 14,379.05	\$ 7,156.42	\$ 2,418.00	\$ 100,307.27	
2047	\$ 80,873.94	\$ 9,858.91	\$ 7,299.55	\$ 2,418.00	\$ 100,450.40	
2048	\$ 85,661.68	\$ 5,071.17	\$ 7,445.54	\$ 2,418.00	\$ 100,596.39	
Total	\$ 1,168,739.89	\$ 1,099,581.40	\$ 148,269.86	\$ 60,450.00	\$ 2,477,041.15	

*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 B-3 – IMPROVEMENT AREA #2 DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

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

Fiscal Year Ending (September 30)	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$-	\$307,885.83	\$307,885.83
2021	110,000	261,412.50	371,412.50
2022	115,000	257,562.50	372,562.50
2023	120,000	253,537.50	373,537.50
2024	125,000	249,337.50	374,337.50
2025	130,000	244,962.50	374,962.50
2026	135,000	240,087.50	375,087.50
2027	140,000	235,025.00	375,025.00
2028	145,000	229,775.00	374,775.00
2029	150,000	224,337.50	374,337.50
2030	160,000	218,712.50	378,712.50
2031	165,000	211,912.50	376,912.50
2032	175,000	204,900.00	379,900.00
2033	180,000	197,462.50	377,462.50
2034	190,000	189,812.50	379,812.50
2035	200,000	181,737.50	381,737.50
2036	210,000	173,237.50	383,237.50
2037	215,000	164,312.50	379,312.50
2038	225,000	155,175.00	380,175.00
2039	235,000	145,612.50	380,612.50
2040	250,000	135,625.00	385,625.00
2041	260,000	124,687.50	384,687.50
2042	275,000	113,312.50	388,312.50
2043	285,000	101,281.26	386,281.26
2044	300,000	88,812.50	388,812.50
2045	315,000	75,687.50	390,687.50
2046	330,000	61,906.26	391,906.26
2047	345,000	47,468.76	392,468.76
2048	360,000	32,375.00	392,375.00
2049	<u>380,000</u>	<u>16,625.00</u>	<u>396,625.00</u>
Total	<u>\$6,225,000</u>	<u>\$5,144,579.61</u>	<u>\$11,369,579.61</u>

EXHIBIT B-4 – IMPROVEMENT AREA #3 DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

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

Fiscal Year Ending (September 30)	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	-	\$115,612.36	\$115,612.36
2022	\$115,000.00	215,650.00	330,650.00
2023	120,000.00	212,631.26	332,631.26
2024	125,000.00	209,481.26	334,481.26
2025	125,000.00	206,200.00	331,200.00
2026	130,000.00	202,918.76	332,918.76
2027	135,000.00	199,506.26	334,506.26
2028	140,000.00	195,287.50	335,287.50
2029	145,000.00	190,912.50	335,912.50
2030	150,000.00	186,381.26	336,381.26
2031	150,000.00	181,693.76	331,693.76
2032	155,000.00	177,006.26	332,006.26
2033	165,000.00	171,387.50	336,387.50
2034	170,000.00	165,406.26	335,406.26
2035	175,000.00	159,243.76	334,243.76
2036	180,000.00	152,900.00	332,900.00
2037	190,000.00	146,375.00	336,375.00
2038	195,000.00	139,487.50	334,487.50
2039	205,000.00	132,418.76	337,418.76
2040	210,000.00	124,987.50	334,987.50
2041	220,000.00	117,375.00	337,375.00
2042	225,000.00	109,400.00	334,400.00
2043	235,000.00	100,400.00	335,400.00
2044	245,000.00	91,000.00	336,000.00
2045	255,000.00	81,200.00	336,200.00
2046	270,000.00	71,000.00	341,000.00
2047	280,000.00	60,200.00	340,200.00
2048	290,000.00	49,000.00	339,000.00
2049	305,000.00	37,400.00	342,400.00
2050	315,000.00	25,200.00	340,200.00
2051	<u>315,000.00</u>	<u>12,600.00</u>	<u>327,600.00</u>
Total	<u>\$5,935,000.00</u>	<u>\$4,240,262.46</u>	<u>\$10,175,262.46</u>

EXHIBIT B-5 – IMPROVEMENT AREA #4 DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

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

Fiscal Year Ending (September 30)	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	-	\$188,533.21	\$188,533.21
2023	\$ 35,000.00	762,606.26	797,606.26
2024	190,000.00	760,856.26	950,856.26
2025	205,000.00	751,356.26	956,356.26
2026	210,000.00	741,106.26	951,106.26
2027	220,000.00	730,606.26	950,606.26
2028	235,000.00	719,606.26	954,606.26
2029	245,000.00	706,975.00	951,975.00
2030	260,000.00	693,806.26	953,806.26
2031	275,000.00	679,831.26	954,831.26
2032	290,000.00	665,050.02	955,050.02
2033	310,000.00	649,462.50	959,462.50
2034	325,000.00	631,637.50	956,637.50
2035	345,000.00	612,950.00	957,950.00
2036	365,000.00	593,112.50	958,112.50
2037	390,000.00	572,125.00	962,125.00
2038	410,000.00	549,700.00	959,700.00
2039	430,000.00	526,125.00	956,125.00
2040	460,000.00	501,400.00	961,400.00
2041	490,000.00	474,950.00	964,950.00
2042	520,000.00	446,775.00	966,775.00
2043	550,000.00	416,875.00	966,875.00
2044	580,000.00	385,250.00	965,250.00
2045	615,000.00	351,900.00	966,900.00
2046	655,000.00	316,537.50	971,537.50
2047	695,000.00	278,875.00	973,875.00
2048	735,000.00	238,912.50	973,912.50
2049	785,000.00	196,650.00	981,650.00
2050	825,000.00	151,512.50	976,512.50
2051	880,000.00	104,075.00	984,075.00
2052	<u>930,000.00</u>	<u>53,475.00</u>	<u>983,475.00</u>
Total	<u>\$13,460,000.00</u>	<u>\$15,452,633.31</u>	<u>\$28,912,633.31</u>

EXHIBIT D – LOT TYPE CLASSIFICATION MAP

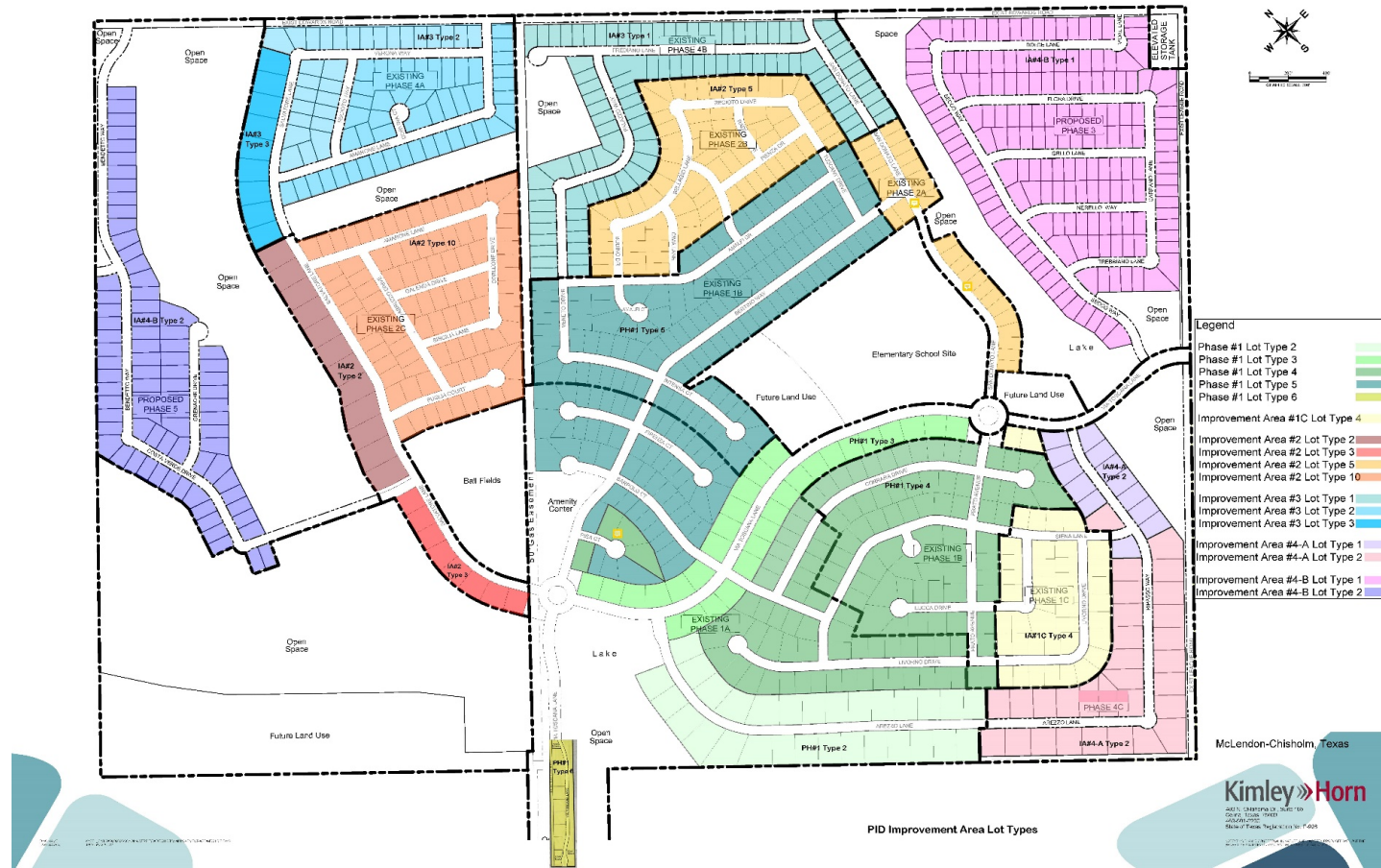


EXHIBIT E – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types are found in this Appendix:

- Phase 1
 - Lot Type 2
 - Lot Type 3
 - Lot Type 4
 - Lot Type 5
 - Lot Type 6
 - Lot Type 4 – Partial Prepayment – Property ID 89857
- Improvement Area #1C
 - Lot Type 4
 - Lot Type 4 – Partial Prepayment – Property ID 95451
- Improvement Area #2
 - Lot Type 2
 - Lot Type 3
 - Lot Type 5
 - Lot Type 10
- Improvement Area #3
 - Lot Type 1
 - Lot Type 2
 - Lot Type 3
- Improvement Area #4-A Initial Parcel
- Improvement Area #4-A
 - Lot Type 1
 - Lot Type 2
- Improvement Area #4-B Initial Parcel
 - Lot Type 1
 - Lot Type 2

SONOMA PUBLIC IMPROVEMENT DISTRICT – PHASE ONE
LOT TYPE 2 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

PHASE ONE - LOT TYPE 2 PRINCIPAL ASSESSMENT: \$35,357.16

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - PHASE ONE - LOT TYPE 2

			Administrative Expenses		
Installment Due 1/31			Administrative	Maintenance and	
	Principal	Interest	Costs	Operation Costs	Total
2024	\$ 1,142.56	\$ 1,155.24	\$ 133.02	\$ 62.00	\$ 2,492.82
2025	\$ 1,184.11	\$ 1,109.53	\$ 135.68	\$ 62.00	\$ 2,491.33
2026	\$ 1,225.66	\$ 1,062.17	\$ 138.39	\$ 62.00	\$ 2,488.22
2027	\$ 1,267.21	\$ 1,013.14	\$ 141.16	\$ 62.00	\$ 2,483.51
2028	\$ 1,329.53	\$ 962.45	\$ 143.99	\$ 62.00	\$ 2,497.97
2029	\$ 1,371.08	\$ 909.27	\$ 146.87	\$ 62.00	\$ 2,489.21
2030	\$ 1,412.62	\$ 854.43	\$ 149.80	\$ 62.00	\$ 2,478.86
2031	\$ 1,474.95	\$ 797.93	\$ 152.80	\$ 62.00	\$ 2,487.67
2032	\$ 1,495.72	\$ 761.05	\$ 155.85	\$ 62.00	\$ 2,474.63
2033	\$ 1,537.27	\$ 723.66	\$ 158.97	\$ 62.00	\$ 2,481.90
2034	\$ 1,558.04	\$ 685.23	\$ 162.15	\$ 62.00	\$ 2,467.42
2035	\$ 1,599.59	\$ 646.28	\$ 165.39	\$ 62.00	\$ 2,473.26
2036	\$ 1,641.14	\$ 606.29	\$ 168.70	\$ 62.00	\$ 2,478.13
2037	\$ 1,682.69	\$ 548.85	\$ 172.08	\$ 62.00	\$ 2,465.61
2038	\$ 1,745.01	\$ 489.95	\$ 175.52	\$ 62.00	\$ 2,472.48
2039	\$ 1,786.55	\$ 428.88	\$ 179.03	\$ 62.00	\$ 2,456.46
2040	\$ 1,848.88	\$ 366.35	\$ 182.61	\$ 62.00	\$ 2,459.83
2041	\$ 1,911.20	\$ 301.64	\$ 186.26	\$ 62.00	\$ 2,461.10
2042	\$ 1,952.75	\$ 244.30	\$ 189.99	\$ 62.00	\$ 2,449.03
2043	\$ 2,015.07	\$ 185.72	\$ 193.79	\$ 62.00	\$ 2,456.57
2044	\$ 2,056.62	\$ 125.27	\$ 197.66	\$ 62.00	\$ 2,441.54
2045	\$ 2,118.94	\$ 63.57	\$ 201.61	\$ 62.00	\$ 2,446.12
Total	\$ 35,357.16	\$ 14,041.18	\$ 3,631.32	\$ 1,364.00	\$ 54,393.65

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%.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – PHASE ONE
LOT TYPE 3 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

PHASE ONE - LOT TYPE 3 PRINCIPAL ASSESSMENT: \$27,263.35

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - PHASE ONE - LOT TYPE 3

			Administrative Expenses		
Installment Due 1/31			Administrative	Maintenance and	
	Principal	Interest	Costs	Operation Costs	Total
2024	\$ 881.01	\$ 890.78	\$ 102.57	\$ 62.00	\$ 1,936.37
2025	\$ 913.05	\$ 855.54	\$ 104.62	\$ 62.00	\$ 1,935.22
2026	\$ 945.09	\$ 819.02	\$ 106.71	\$ 62.00	\$ 1,932.82
2027	\$ 977.12	\$ 781.22	\$ 108.85	\$ 62.00	\$ 1,929.19
2028	\$ 1,025.18	\$ 742.13	\$ 111.02	\$ 62.00	\$ 1,940.34
2029	\$ 1,057.22	\$ 701.13	\$ 113.25	\$ 62.00	\$ 1,933.59
2030	\$ 1,089.25	\$ 658.84	\$ 115.51	\$ 62.00	\$ 1,925.60
2031	\$ 1,137.31	\$ 615.27	\$ 117.82	\$ 62.00	\$ 1,932.40
2032	\$ 1,153.33	\$ 586.83	\$ 120.18	\$ 62.00	\$ 1,922.34
2033	\$ 1,185.36	\$ 558.00	\$ 122.58	\$ 62.00	\$ 1,927.95
2034	\$ 1,201.38	\$ 528.37	\$ 125.03	\$ 62.00	\$ 1,916.78
2035	\$ 1,233.42	\$ 498.33	\$ 127.53	\$ 62.00	\$ 1,921.28
2036	\$ 1,265.46	\$ 467.50	\$ 130.08	\$ 62.00	\$ 1,925.04
2037	\$ 1,297.49	\$ 423.21	\$ 132.68	\$ 62.00	\$ 1,915.38
2038	\$ 1,345.55	\$ 377.79	\$ 135.34	\$ 62.00	\$ 1,920.68
2039	\$ 1,377.58	\$ 330.70	\$ 138.05	\$ 62.00	\$ 1,908.33
2040	\$ 1,425.64	\$ 282.48	\$ 140.81	\$ 62.00	\$ 1,910.93
2041	\$ 1,473.69	\$ 232.59	\$ 143.62	\$ 62.00	\$ 1,911.90
2042	\$ 1,505.73	\$ 188.38	\$ 146.49	\$ 62.00	\$ 1,902.60
2043	\$ 1,553.79	\$ 143.20	\$ 149.42	\$ 62.00	\$ 1,908.42
2044	\$ 1,585.82	\$ 96.59	\$ 152.41	\$ 62.00	\$ 1,896.83
2045	\$ 1,633.88	\$ 49.02	\$ 155.46	\$ 62.00	\$ 1,900.36
Total	\$ 27,263.35	\$ 10,826.93	\$ 2,800.05	\$ 1,364.00	\$ 42,254.33

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%.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – PHASE ONE
LOT TYPE 4 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

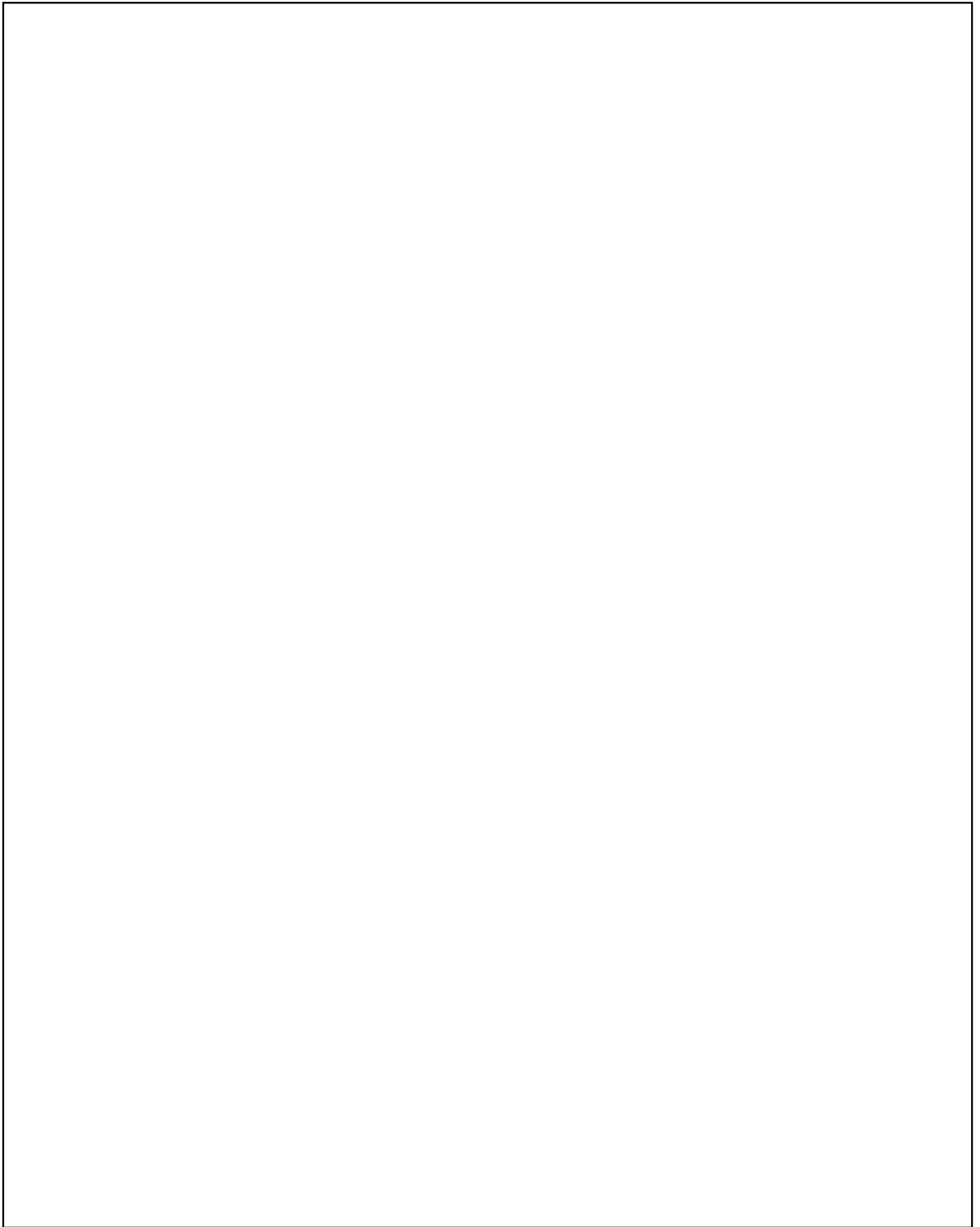
For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

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

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

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



AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

PHASE ONE - LOT TYPE 4 PRINCIPAL ASSESSMENT: \$24,707.41

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - PHASE ONE - LOT TYPE 4

Installment Due 1/31	Administrative Expenses				
	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total
2024	\$ 798.42	\$ 807.27	\$ 92.95	\$ 62.00	\$ 1,760.65
2025	\$ 827.45	\$ 775.34	\$ 94.81	\$ 62.00	\$ 1,759.60
2026	\$ 856.48	\$ 742.24	\$ 96.71	\$ 62.00	\$ 1,757.43
2027	\$ 885.52	\$ 707.98	\$ 98.64	\$ 62.00	\$ 1,754.14
2028	\$ 929.07	\$ 672.56	\$ 100.62	\$ 62.00	\$ 1,764.24
2029	\$ 958.10	\$ 635.40	\$ 102.63	\$ 62.00	\$ 1,758.13
2030	\$ 987.14	\$ 597.07	\$ 104.68	\$ 62.00	\$ 1,750.89
2031	\$ 1,030.69	\$ 557.59	\$ 106.77	\$ 62.00	\$ 1,757.05
2032	\$ 1,045.20	\$ 531.82	\$ 108.91	\$ 62.00	\$ 1,747.93
2033	\$ 1,074.24	\$ 505.69	\$ 111.09	\$ 62.00	\$ 1,753.01
2034	\$ 1,088.75	\$ 478.83	\$ 113.31	\$ 62.00	\$ 1,742.90
2035	\$ 1,117.79	\$ 451.61	\$ 115.58	\$ 62.00	\$ 1,746.98
2036	\$ 1,146.82	\$ 423.67	\$ 117.89	\$ 62.00	\$ 1,750.38
2037	\$ 1,175.85	\$ 383.53	\$ 120.25	\$ 62.00	\$ 1,741.63
2038	\$ 1,219.40	\$ 342.38	\$ 122.65	\$ 62.00	\$ 1,746.43
2039	\$ 1,248.44	\$ 299.70	\$ 125.10	\$ 62.00	\$ 1,735.24
2040	\$ 1,291.99	\$ 256.00	\$ 127.61	\$ 62.00	\$ 1,737.59
2041	\$ 1,335.54	\$ 210.78	\$ 130.16	\$ 62.00	\$ 1,738.48
2042	\$ 1,364.57	\$ 170.72	\$ 132.76	\$ 62.00	\$ 1,730.05
2043	\$ 1,408.12	\$ 129.78	\$ 135.42	\$ 62.00	\$ 1,735.31
2044	\$ 1,437.15	\$ 87.54	\$ 138.12	\$ 62.00	\$ 1,724.81
2045	\$ 1,480.70	\$ 44.42	\$ 140.89	\$ 62.00	\$ 1,728.01
Total	\$ 24,707.41	\$ 9,811.91	\$ 2,537.55	\$ 1,364.00	\$ 38,420.87

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%.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – PHASE ONE
LOT TYPE 5 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

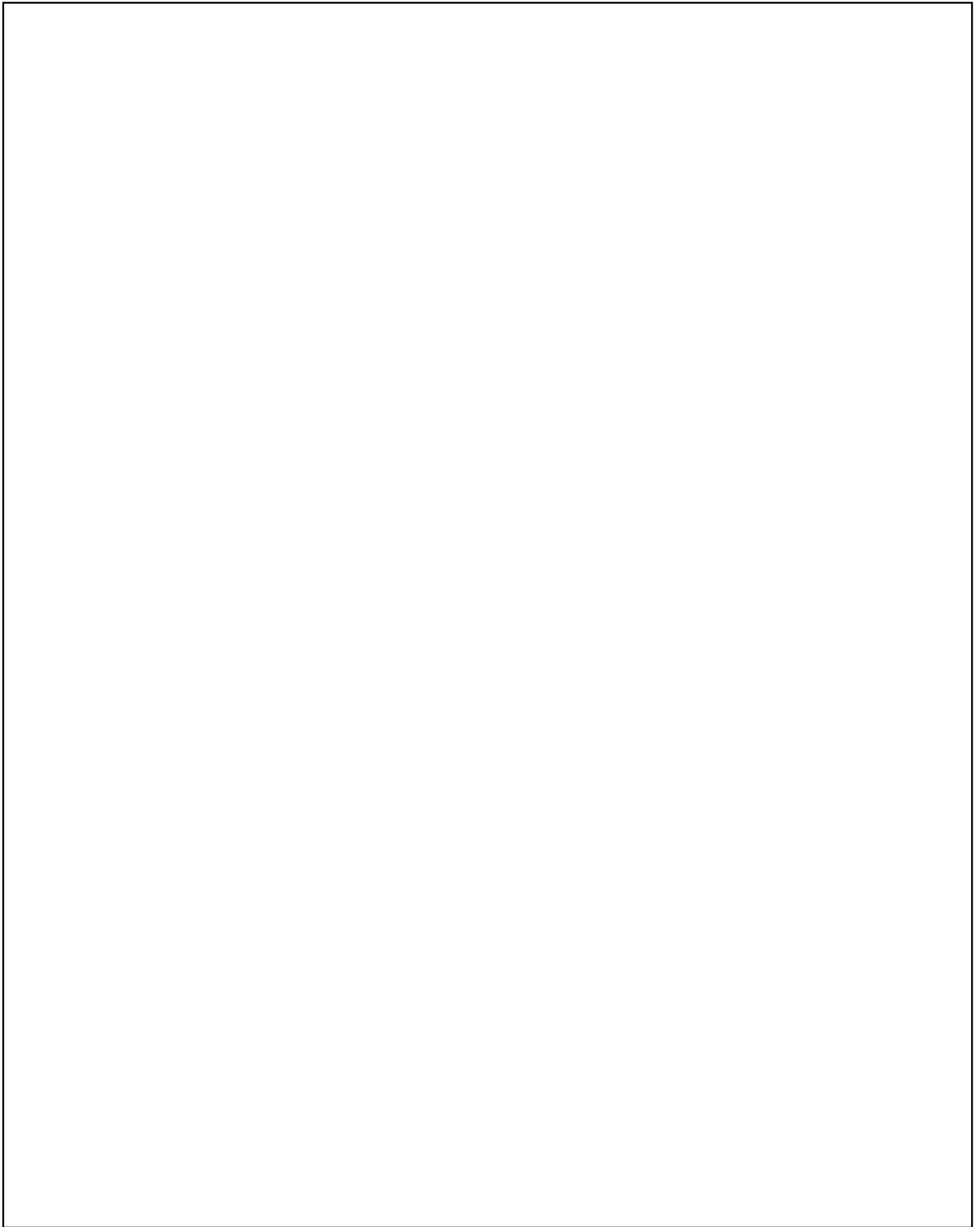
For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

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

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

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



AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

PHASE ONE - LOT TYPE 5 PRINCIPAL ASSESSMENT: \$19,595.53

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - PHASE ONE - LOT TYPE 5

Installment Due 1/31	Administrative Expenses				
	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total
2024	\$ 633.23	\$ 640.25	\$ 73.72	\$ 62.00	\$ 1,409.20
2025	\$ 656.25	\$ 614.92	\$ 75.20	\$ 62.00	\$ 1,408.37
2026	\$ 679.28	\$ 588.67	\$ 76.70	\$ 62.00	\$ 1,406.65
2027	\$ 702.31	\$ 561.50	\$ 78.23	\$ 62.00	\$ 1,404.04
2028	\$ 736.85	\$ 533.41	\$ 79.80	\$ 62.00	\$ 1,412.05
2029	\$ 759.87	\$ 503.93	\$ 81.40	\$ 62.00	\$ 1,407.20
2030	\$ 782.90	\$ 473.54	\$ 83.02	\$ 62.00	\$ 1,401.46
2031	\$ 817.44	\$ 442.22	\$ 84.68	\$ 62.00	\$ 1,406.35
2032	\$ 828.95	\$ 421.79	\$ 86.38	\$ 62.00	\$ 1,399.12
2033	\$ 851.98	\$ 401.06	\$ 88.10	\$ 62.00	\$ 1,403.15
2034	\$ 863.49	\$ 379.76	\$ 89.87	\$ 62.00	\$ 1,395.12
2035	\$ 886.52	\$ 358.18	\$ 91.66	\$ 62.00	\$ 1,398.36
2036	\$ 909.55	\$ 336.01	\$ 93.50	\$ 62.00	\$ 1,401.06
2037	\$ 932.57	\$ 304.18	\$ 95.37	\$ 62.00	\$ 1,394.12
2038	\$ 967.11	\$ 271.54	\$ 97.27	\$ 62.00	\$ 1,397.93
2039	\$ 990.14	\$ 237.69	\$ 99.22	\$ 62.00	\$ 1,389.05
2040	\$ 1,024.68	\$ 203.04	\$ 101.20	\$ 62.00	\$ 1,390.92
2041	\$ 1,059.22	\$ 167.17	\$ 103.23	\$ 62.00	\$ 1,391.62
2042	\$ 1,082.24	\$ 135.40	\$ 105.29	\$ 62.00	\$ 1,384.93
2043	\$ 1,116.78	\$ 102.93	\$ 107.40	\$ 62.00	\$ 1,389.11
2044	\$ 1,139.81	\$ 69.42	\$ 109.55	\$ 62.00	\$ 1,380.78
2045	\$ 1,174.35	\$ 35.23	\$ 111.74	\$ 62.00	\$ 1,383.32
Total	\$ 19,595.53	\$ 7,781.86	\$ 2,012.54	\$ 1,364.00	\$ 30,753.93

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%.

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

**SONOMA PUBLIC IMPROVEMENT DISTRICT – PHASE ONE LOT TYPE 6 - BUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

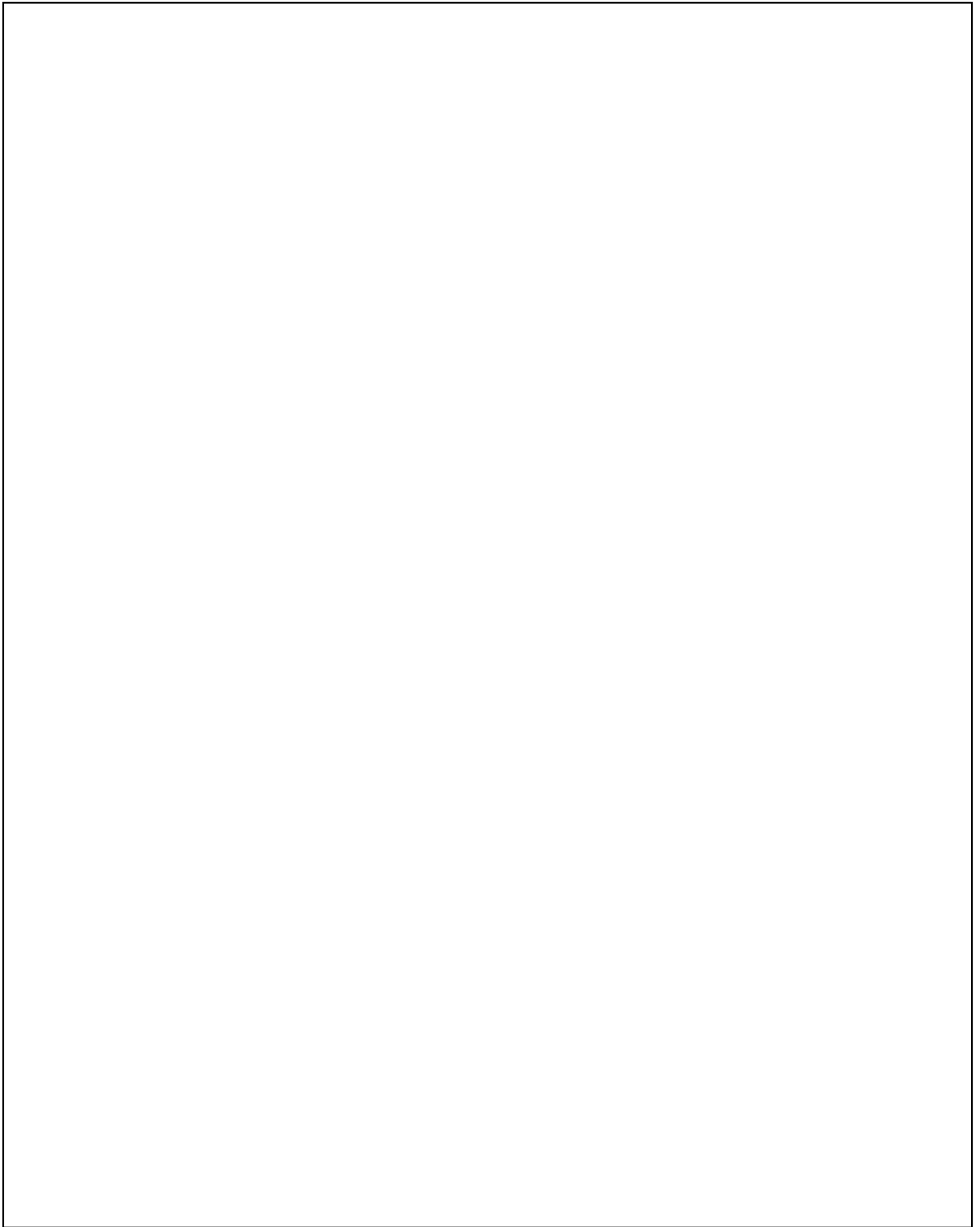
For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

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

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

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



AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

PHASE ONE - LOT TYPE 6 PRINCIPAL ASSESSMENT: \$34,079.19

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - PHASE ONE - LOT TYPE 6

			Administrative Expenses		
Installment Due 1/31			Administrative Costs	Maintenance and Operation Costs	Total
2024	\$ 1,101.27	\$ 1,113.48	\$ 128.21	\$ 62.00	\$ 2,404.96
2025	\$ 1,141.31	\$ 1,069.43	\$ 130.78	\$ 62.00	\$ 2,403.52
2026	\$ 1,181.36	\$ 1,023.78	\$ 133.39	\$ 62.00	\$ 2,400.53
2027	\$ 1,221.40	\$ 976.52	\$ 136.06	\$ 62.00	\$ 2,395.99
2028	\$ 1,281.47	\$ 927.67	\$ 138.78	\$ 62.00	\$ 2,409.92
2029	\$ 1,321.52	\$ 876.41	\$ 141.56	\$ 62.00	\$ 2,401.48
2030	\$ 1,361.57	\$ 823.55	\$ 144.39	\$ 62.00	\$ 2,391.50
2031	\$ 1,421.63	\$ 769.08	\$ 147.28	\$ 62.00	\$ 2,399.99
2032	\$ 1,441.66	\$ 733.54	\$ 150.22	\$ 62.00	\$ 2,387.42
2033	\$ 1,481.70	\$ 697.50	\$ 153.23	\$ 62.00	\$ 2,394.43
2034	\$ 1,501.73	\$ 660.46	\$ 156.29	\$ 62.00	\$ 2,380.48
2035	\$ 1,541.77	\$ 622.92	\$ 159.42	\$ 62.00	\$ 2,386.11
2036	\$ 1,581.82	\$ 584.37	\$ 162.60	\$ 62.00	\$ 2,390.80
2037	\$ 1,621.87	\$ 529.01	\$ 165.86	\$ 62.00	\$ 2,378.73
2038	\$ 1,681.93	\$ 472.24	\$ 169.17	\$ 62.00	\$ 2,385.35
2039	\$ 1,721.98	\$ 413.38	\$ 172.56	\$ 62.00	\$ 2,369.91
2040	\$ 1,782.05	\$ 353.11	\$ 176.01	\$ 62.00	\$ 2,373.16
2041	\$ 1,842.12	\$ 290.73	\$ 179.53	\$ 62.00	\$ 2,374.38
2042	\$ 1,882.16	\$ 235.47	\$ 183.12	\$ 62.00	\$ 2,362.75
2043	\$ 1,942.23	\$ 179.01	\$ 186.78	\$ 62.00	\$ 2,370.02
2044	\$ 1,982.28	\$ 120.74	\$ 190.52	\$ 62.00	\$ 2,355.54
2045	\$ 2,042.35	\$ 61.27	\$ 194.33	\$ 62.00	\$ 2,359.95
Total	\$ 34,079.19	\$ 13,533.66	\$ 3,500.06	\$ 1,364.00	\$ 52,476.92

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%.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – PHASE ONE
LOT TYPE 4– PARTIAL PREPAYMENT – PROPERTY ID 89857 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

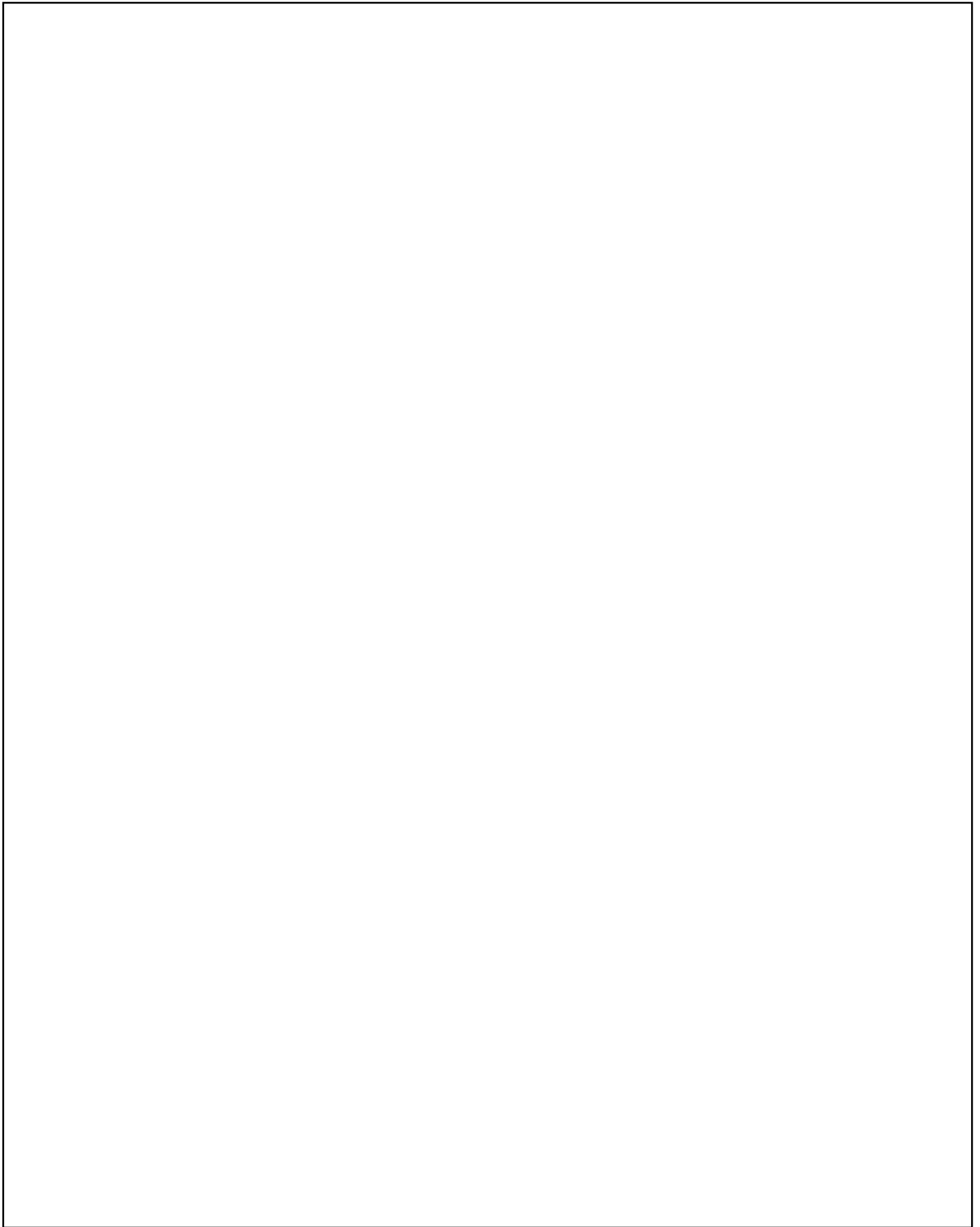
For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

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

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

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



AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

PHASE ONE - LOT TYPE 4 – PARTIAL PREPAYMENT – PROPERTY ID 89857
PRINCIPAL ASSESSMENT: \$16,566.09

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

**ANNUAL INSTALLMENTS - PHASE ONE - LOT TYPE 4 – PARTIAL PREPAYMENT –
PROPERTY ID 89857**

Installment Due 1/31	Administrative Expenses				
	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total
2024	\$ 535.33	\$ 541.27	\$ 62.32	\$ 62.00	\$ 1,200.93
2025	\$ 554.80	\$ 519.86	\$ 63.57	\$ 62.00	\$ 1,200.23
2026	\$ 574.27	\$ 497.66	\$ 64.84	\$ 62.00	\$ 1,198.77
2027	\$ 593.73	\$ 474.69	\$ 66.14	\$ 62.00	\$ 1,196.56
2028	\$ 622.93	\$ 450.94	\$ 67.46	\$ 62.00	\$ 1,203.34
2029	\$ 642.40	\$ 426.03	\$ 68.81	\$ 62.00	\$ 1,199.24
2030	\$ 661.86	\$ 400.33	\$ 70.19	\$ 62.00	\$ 1,194.38
2031	\$ 691.06	\$ 373.86	\$ 71.59	\$ 62.00	\$ 1,198.51
2032	\$ 700.80	\$ 356.58	\$ 73.02	\$ 62.00	\$ 1,192.40
2033	\$ 720.26	\$ 339.06	\$ 74.48	\$ 62.00	\$ 1,195.81
2034	\$ 730.00	\$ 321.05	\$ 75.97	\$ 62.00	\$ 1,189.02
2035	\$ 749.46	\$ 302.80	\$ 77.49	\$ 62.00	\$ 1,191.76
2036	\$ 768.93	\$ 284.07	\$ 79.04	\$ 62.00	\$ 1,194.04
2037	\$ 788.40	\$ 257.15	\$ 80.62	\$ 62.00	\$ 1,188.18
2038	\$ 817.60	\$ 229.56	\$ 82.24	\$ 62.00	\$ 1,191.39
2039	\$ 837.06	\$ 200.94	\$ 83.88	\$ 62.00	\$ 1,183.89
2040	\$ 866.26	\$ 171.65	\$ 85.56	\$ 62.00	\$ 1,185.47
2041	\$ 895.46	\$ 141.33	\$ 87.27	\$ 62.00	\$ 1,186.06
2042	\$ 914.93	\$ 114.46	\$ 89.01	\$ 62.00	\$ 1,180.41
2043	\$ 944.13	\$ 87.02	\$ 90.80	\$ 62.00	\$ 1,183.94
2044	\$ 963.60	\$ 58.69	\$ 92.61	\$ 62.00	\$ 1,176.90
2045	\$ 992.80	\$ 29.78	\$ 94.46	\$ 62.00	\$ 1,179.04
Total	\$ 16,566.09	\$ 6,578.79	\$ 1,701.40	\$ 1,364.00	\$ 26,210.28

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%.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1C
LOT TYPE 4 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

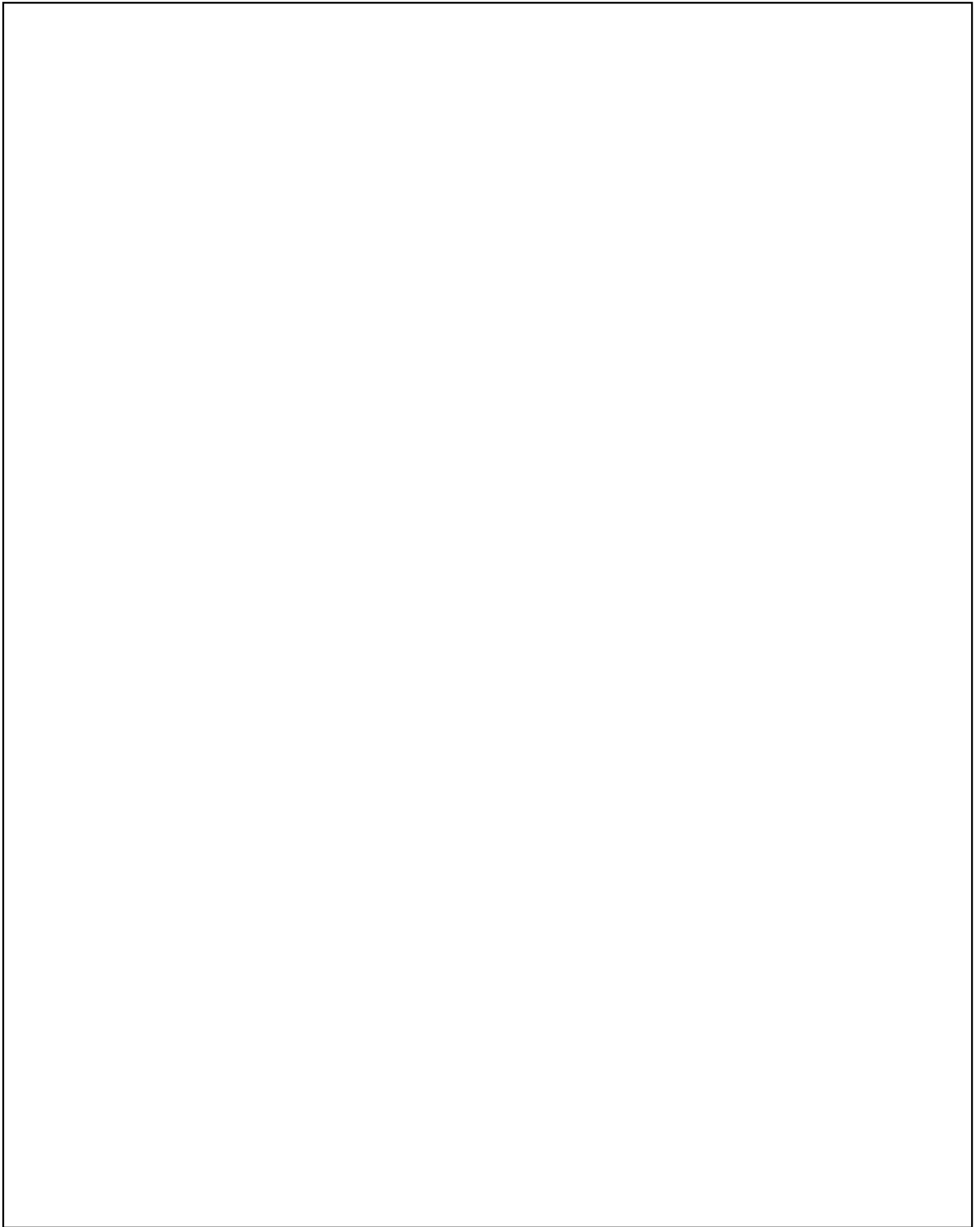
For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

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

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

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



AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1C - LOT TYPE 4 PRINCIPAL ASSESSMENT: \$30,540.44

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sonoma Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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	
2024	\$ 562.95	\$ 1,807.99	\$ 120.19	\$ 62.00	\$ 2,553.14	
2025	\$ 596.28	\$ 1,774.67	\$ 122.59	\$ 62.00	\$ 2,555.54	
2026	\$ 631.58	\$ 1,739.37	\$ 125.05	\$ 62.00	\$ 2,557.99	
2027	\$ 668.97	\$ 1,701.98	\$ 127.55	\$ 62.00	\$ 2,560.50	
2028	\$ 708.57	\$ 1,662.37	\$ 130.10	\$ 62.00	\$ 2,563.05	
2029	\$ 750.52	\$ 1,620.43	\$ 132.70	\$ 62.00	\$ 2,565.65	
2030	\$ 794.95	\$ 1,576.00	\$ 135.35	\$ 62.00	\$ 2,568.30	
2031	\$ 842.01	\$ 1,528.94	\$ 138.06	\$ 62.00	\$ 2,571.01	
2032	\$ 891.86	\$ 1,479.09	\$ 140.82	\$ 62.00	\$ 2,573.77	
2033	\$ 944.66	\$ 1,426.29	\$ 143.64	\$ 62.00	\$ 2,576.59	
2034	\$ 1,000.58	\$ 1,370.37	\$ 146.51	\$ 62.00	\$ 2,579.46	
2035	\$ 1,059.82	\$ 1,311.13	\$ 149.44	\$ 62.00	\$ 2,582.39	
2036	\$ 1,122.56	\$ 1,248.39	\$ 152.43	\$ 62.00	\$ 2,585.38	
2037	\$ 1,189.01	\$ 1,181.94	\$ 155.48	\$ 62.00	\$ 2,588.43	
2038	\$ 1,259.40	\$ 1,111.55	\$ 158.59	\$ 62.00	\$ 2,591.54	
2039	\$ 1,333.96	\$ 1,036.99	\$ 161.76	\$ 62.00	\$ 2,594.71	
2040	\$ 1,412.93	\$ 958.02	\$ 165.00	\$ 62.00	\$ 2,597.94	
2041	\$ 1,496.57	\$ 874.37	\$ 168.30	\$ 62.00	\$ 2,601.24	
2042	\$ 1,585.17	\$ 785.78	\$ 171.66	\$ 62.00	\$ 2,604.61	
2043	\$ 1,679.01	\$ 691.93	\$ 175.10	\$ 62.00	\$ 2,608.04	
2044	\$ 1,778.41	\$ 592.54	\$ 178.60	\$ 62.00	\$ 2,611.54	
2045	\$ 1,883.69	\$ 487.25	\$ 182.17	\$ 62.00	\$ 2,615.12	
2046	\$ 1,995.21	\$ 375.74	\$ 185.81	\$ 62.00	\$ 2,618.76	
2047	\$ 2,113.32	\$ 257.62	\$ 189.53	\$ 62.00	\$ 2,622.48	
2048	\$ 2,238.43	\$ 132.52	\$ 193.32	\$ 62.00	\$ 2,626.27	
Total	\$ 30,540.44	\$ 28,733.25	\$ 3,849.75	\$ 1,550.00	\$ 64,673.44	

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.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1C
LOT TYPE 4 – PARTIAL PREPAYMENT – PROPERTY ID 95451 – BUYER
DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1C - LOT TYPE 4 – PARTIAL PREPAYMENT – PROPERTY
ID 95451 PRINCIPAL ASSESSMENT: \$8,203.18**

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1C - LOT TYPE 4 – PARTIAL
PREPAYMENT – PROPERTY ID 95451**

Administrative Expenses					
Installment Due 1/31	Principal	Interest	Administrative Costs	Maintenance and Operation Costs	Total Annual Installment
2024	\$ 151.21	\$ 485.63	\$ 32.49	\$ 62.00	\$ 731.33
2025	\$ 160.16	\$ 476.68	\$ 33.14	\$ 62.00	\$ 731.98
2026	\$ 169.64	\$ 467.20	\$ 33.80	\$ 62.00	\$ 732.64
2027	\$ 179.69	\$ 457.15	\$ 34.48	\$ 62.00	\$ 733.32
2028	\$ 190.32	\$ 446.52	\$ 35.17	\$ 62.00	\$ 734.01
2029	\$ 201.59	\$ 435.25	\$ 35.87	\$ 62.00	\$ 734.71
2030	\$ 213.52	\$ 423.31	\$ 36.59	\$ 62.00	\$ 735.43
2031	\$ 226.17	\$ 410.67	\$ 37.32	\$ 62.00	\$ 736.16
2032	\$ 239.55	\$ 397.28	\$ 38.07	\$ 62.00	\$ 736.91
2033	\$ 253.74	\$ 383.10	\$ 38.83	\$ 62.00	\$ 737.67
2034	\$ 268.76	\$ 368.08	\$ 39.61	\$ 62.00	\$ 738.44
2035	\$ 284.67	\$ 352.17	\$ 40.40	\$ 62.00	\$ 739.24
2036	\$ 301.52	\$ 335.32	\$ 41.21	\$ 62.00	\$ 740.04
2037	\$ 319.37	\$ 317.47	\$ 42.03	\$ 62.00	\$ 740.87
2038	\$ 338.28	\$ 298.56	\$ 42.87	\$ 62.00	\$ 741.71
2039	\$ 358.30	\$ 278.54	\$ 43.73	\$ 62.00	\$ 742.57
2040	\$ 379.51	\$ 257.32	\$ 44.60	\$ 62.00	\$ 743.44
2041	\$ 401.98	\$ 234.86	\$ 45.49	\$ 62.00	\$ 744.33
2042	\$ 425.78	\$ 211.06	\$ 46.40	\$ 62.00	\$ 745.24
2043	\$ 450.98	\$ 185.85	\$ 47.33	\$ 62.00	\$ 746.17
2044	\$ 477.68	\$ 159.16	\$ 48.28	\$ 62.00	\$ 747.12
2045	\$ 505.96	\$ 130.88	\$ 49.24	\$ 62.00	\$ 748.08
2046	\$ 535.91	\$ 100.92	\$ 50.23	\$ 62.00	\$ 749.07
2047	\$ 567.64	\$ 69.20	\$ 51.23	\$ 62.00	\$ 750.07
2048	\$ 601.24	\$ 35.59	\$ 52.26	\$ 62.00	\$ 751.10
Total	\$ 8,203.18	\$ 7,717.77	\$ 1,040.68	\$ 1,550.00	\$ 18,511.64

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.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2
LOT TYPE 2 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 - LOT TYPE 2 PRINCIPAL ASSESSMENT: \$44,441.20

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 - LOT TYPE 2

Installment Due 1/31	Administrative Expenses					Total Annual Installment
	Principal	Interest	Additional Interest	Administrative Costs	Maintenance and Operation Costs	
2024	\$ 953.67	\$ 1,883.98	\$ 222.21	\$ 184.46	\$ 62.00	\$ 3,306.33
2025	\$ 991.82	\$ 1,850.60	\$ 217.44	\$ 188.15	\$ 62.00	\$ 3,310.01
2026	\$ 1,029.97	\$ 1,813.41	\$ 212.48	\$ 191.92	\$ 62.00	\$ 3,309.77
2027	\$ 1,068.11	\$ 1,774.79	\$ 207.33	\$ 195.75	\$ 62.00	\$ 3,307.98
2028	\$ 1,106.26	\$ 1,734.73	\$ 201.99	\$ 199.67	\$ 62.00	\$ 3,304.65
2029	\$ 1,144.41	\$ 1,693.25	\$ 196.46	\$ 203.66	\$ 62.00	\$ 3,299.78
2030	\$ 1,220.70	\$ 1,650.33	\$ 190.73	\$ 207.74	\$ 62.00	\$ 3,331.51
2031	\$ 1,258.85	\$ 1,598.45	\$ 184.63	\$ 211.89	\$ 62.00	\$ 3,315.82
2032	\$ 1,335.14	\$ 1,544.95	\$ 178.34	\$ 216.13	\$ 62.00	\$ 3,336.56
2033	\$ 1,373.29	\$ 1,488.21	\$ 171.66	\$ 220.45	\$ 62.00	\$ 3,315.61
2034	\$ 1,449.58	\$ 1,429.84	\$ 164.79	\$ 224.86	\$ 62.00	\$ 3,331.08
2035	\$ 1,525.88	\$ 1,368.24	\$ 157.55	\$ 229.36	\$ 62.00	\$ 3,343.02
2036	\$ 1,602.17	\$ 1,303.39	\$ 149.92	\$ 233.94	\$ 62.00	\$ 3,351.42
2037	\$ 1,640.32	\$ 1,235.29	\$ 141.91	\$ 238.62	\$ 62.00	\$ 3,318.14
2038	\$ 1,716.61	\$ 1,165.58	\$ 133.71	\$ 243.39	\$ 62.00	\$ 3,321.29
2039	\$ 1,754.76	\$ 1,092.62	\$ 125.12	\$ 248.26	\$ 62.00	\$ 3,282.77
2040	\$ 1,869.20	\$ 1,018.05	\$ 116.35	\$ 253.23	\$ 62.00	\$ 3,318.82
2041	\$ 1,945.49	\$ 936.27	\$ 107.00	\$ 258.29	\$ 62.00	\$ 3,309.06
2042	\$ 2,059.94	\$ 851.15	\$ 97.27	\$ 263.46	\$ 62.00	\$ 3,333.82
2043	\$ 2,136.23	\$ 761.03	\$ 86.98	\$ 268.73	\$ 62.00	\$ 3,314.96
2044	\$ 2,250.67	\$ 667.57	\$ 76.29	\$ 274.10	\$ 62.00	\$ 3,330.64
2045	\$ 2,365.11	\$ 569.10	\$ 65.04	\$ 279.58	\$ 62.00	\$ 3,340.84
2046	\$ 2,479.55	\$ 465.63	\$ 53.22	\$ 285.18	\$ 62.00	\$ 3,345.57
2047	\$ 2,593.99	\$ 357.15	\$ 40.82	\$ 290.88	\$ 62.00	\$ 3,344.84
2048	\$ 2,708.43	\$ 243.66	\$ 27.85	\$ 296.70	\$ 62.00	\$ 3,338.64
2049	\$ 2,861.02	\$ 125.17	\$ 14.31	\$ 302.63	\$ 62.00	\$ 3,365.13
Total	\$ 44,441.20	\$ 30,622.47	\$ 3,541.37	\$ 6,211.03	\$ 1,612.00	\$ 86,428.08

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.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2
LOT TYPE 3 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 - LOT TYPE 3 PRINCIPAL ASSESSMENT: \$34,267.92

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 - LOT TYPE 3

Administrative Expenses						
Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Total Annual Installment
2024	\$ 735.36	\$ 1,452.71	\$ 171.34	\$ 142.24	\$ 62.00	\$ 2,563.65
2025	\$ 764.78	\$ 1,426.97	\$ 167.66	\$ 145.08	\$ 62.00	\$ 2,566.49
2026	\$ 794.19	\$ 1,398.29	\$ 163.84	\$ 147.98	\$ 62.00	\$ 2,566.31
2027	\$ 823.61	\$ 1,368.51	\$ 159.87	\$ 150.94	\$ 62.00	\$ 2,564.93
2028	\$ 853.02	\$ 1,337.63	\$ 155.75	\$ 153.96	\$ 62.00	\$ 2,562.36
2029	\$ 882.44	\$ 1,305.64	\$ 151.48	\$ 157.04	\$ 62.00	\$ 2,558.60
2030	\$ 941.26	\$ 1,272.55	\$ 147.07	\$ 160.18	\$ 62.00	\$ 2,583.06
2031	\$ 970.68	\$ 1,232.54	\$ 142.37	\$ 163.38	\$ 62.00	\$ 2,570.97
2032	\$ 1,029.51	\$ 1,191.29	\$ 137.51	\$ 166.65	\$ 62.00	\$ 2,586.96
2033	\$ 1,058.92	\$ 1,147.53	\$ 132.37	\$ 169.99	\$ 62.00	\$ 2,570.81
2034	\$ 1,117.75	\$ 1,102.53	\$ 127.07	\$ 173.39	\$ 62.00	\$ 2,582.74
2035	\$ 1,176.58	\$ 1,055.03	\$ 121.48	\$ 176.85	\$ 62.00	\$ 2,591.94
2036	\$ 1,235.41	\$ 1,005.02	\$ 115.60	\$ 180.39	\$ 62.00	\$ 2,598.42
2037	\$ 1,264.82	\$ 952.52	\$ 109.42	\$ 184.00	\$ 62.00	\$ 2,572.76
2038	\$ 1,323.65	\$ 898.76	\$ 103.10	\$ 187.68	\$ 62.00	\$ 2,575.19
2039	\$ 1,353.07	\$ 842.51	\$ 96.48	\$ 191.43	\$ 62.00	\$ 2,545.48
2040	\$ 1,441.31	\$ 785.00	\$ 89.71	\$ 195.26	\$ 62.00	\$ 2,573.29
2041	\$ 1,500.14	\$ 721.94	\$ 82.51	\$ 199.17	\$ 62.00	\$ 2,565.76
2042	\$ 1,588.38	\$ 656.31	\$ 75.01	\$ 203.15	\$ 62.00	\$ 2,584.85
2043	\$ 1,647.21	\$ 586.82	\$ 67.07	\$ 207.21	\$ 62.00	\$ 2,570.31
2044	\$ 1,735.46	\$ 514.75	\$ 58.83	\$ 211.36	\$ 62.00	\$ 2,582.40
2045	\$ 1,823.70	\$ 438.83	\$ 50.15	\$ 215.58	\$ 62.00	\$ 2,590.26
2046	\$ 1,911.94	\$ 359.04	\$ 41.03	\$ 219.89	\$ 62.00	\$ 2,593.91
2047	\$ 2,000.19	\$ 275.39	\$ 31.47	\$ 224.29	\$ 62.00	\$ 2,593.35
2048	\$ 2,088.43	\$ 187.89	\$ 21.47	\$ 228.78	\$ 62.00	\$ 2,588.57
2049	\$ 2,206.09	\$ 96.52	\$ 11.03	\$ 233.35	\$ 62.00	\$ 2,608.99
Total	\$ 34,267.92	\$ 23,612.51	\$ 2,730.70	\$ 4,789.23	\$ 1,612.00	\$ 67,012.35

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.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2
LOT TYPE 5 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 - LOT TYPE 5 PRINCIPAL ASSESSMENT: \$24,630.07

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 - LOT TYPE 5

Administrative Expenses						
Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Total Annual Installment
2024	\$ 528.54	\$ 1,044.14	\$ 123.15	\$ 102.23	\$ 62.00	\$ 1,860.06
2025	\$ 549.68	\$ 1,025.64	\$ 120.51	\$ 104.28	\$ 62.00	\$ 1,862.10
2026	\$ 570.83	\$ 1,005.02	\$ 117.76	\$ 106.36	\$ 62.00	\$ 1,861.97
2027	\$ 591.97	\$ 983.62	\$ 114.91	\$ 108.49	\$ 62.00	\$ 1,860.98
2028	\$ 613.11	\$ 961.42	\$ 111.95	\$ 110.66	\$ 62.00	\$ 1,859.13
2029	\$ 634.25	\$ 938.43	\$ 108.88	\$ 112.87	\$ 62.00	\$ 1,856.43
2030	\$ 676.53	\$ 914.64	\$ 105.71	\$ 115.13	\$ 62.00	\$ 1,874.02
2031	\$ 697.68	\$ 885.89	\$ 102.33	\$ 117.43	\$ 62.00	\$ 1,865.32
2032	\$ 739.96	\$ 856.24	\$ 98.84	\$ 119.78	\$ 62.00	\$ 1,876.82
2033	\$ 761.10	\$ 824.79	\$ 95.14	\$ 122.18	\$ 62.00	\$ 1,865.21
2034	\$ 803.38	\$ 792.44	\$ 91.33	\$ 124.62	\$ 62.00	\$ 1,873.78
2035	\$ 845.67	\$ 758.30	\$ 87.32	\$ 127.11	\$ 62.00	\$ 1,880.40
2036	\$ 887.95	\$ 722.36	\$ 83.09	\$ 129.66	\$ 62.00	\$ 1,885.05
2037	\$ 909.09	\$ 684.62	\$ 78.65	\$ 132.25	\$ 62.00	\$ 1,866.61
2038	\$ 951.38	\$ 645.98	\$ 74.10	\$ 134.89	\$ 62.00	\$ 1,868.36
2039	\$ 972.52	\$ 605.55	\$ 69.34	\$ 137.59	\$ 62.00	\$ 1,847.00
2040	\$ 1,035.94	\$ 564.22	\$ 64.48	\$ 140.34	\$ 62.00	\$ 1,866.99
2041	\$ 1,078.23	\$ 518.90	\$ 59.30	\$ 143.15	\$ 62.00	\$ 1,861.57
2042	\$ 1,141.65	\$ 471.72	\$ 53.91	\$ 146.01	\$ 62.00	\$ 1,875.30
2043	\$ 1,183.93	\$ 421.78	\$ 48.20	\$ 148.93	\$ 62.00	\$ 1,864.85
2044	\$ 1,247.36	\$ 369.98	\$ 42.28	\$ 151.91	\$ 62.00	\$ 1,873.53
2045	\$ 1,310.78	\$ 315.41	\$ 36.05	\$ 154.95	\$ 62.00	\$ 1,879.19
2046	\$ 1,374.21	\$ 258.06	\$ 29.49	\$ 158.05	\$ 62.00	\$ 1,881.81
2047	\$ 1,437.63	\$ 197.94	\$ 22.62	\$ 161.21	\$ 62.00	\$ 1,881.41
2048	\$ 1,501.06	\$ 135.04	\$ 15.43	\$ 164.43	\$ 62.00	\$ 1,877.97
2049	\$ 1,585.63	\$ 69.37	\$ 7.93	\$ 167.72	\$ 62.00	\$ 1,892.65
Total	\$ 24,630.07	\$ 16,971.49	\$ 1,962.69	\$ 3,442.26	\$ 1,612.00	\$ 48,618.50

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.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2
LOT TYPE 10 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 - LOT TYPE 10 PRINCIPAL ASSESSMENT: \$28,034.63

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sonoma Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 - LOT TYPE 10

Installment Due 1/31	Administrative Expenses						Total Annual Installment
	Principal	Interest	Additional Interest	Administrative Costs	Maintenance and Operation Costs		
2024	\$ 601.60	\$ 1,188.46	\$ 140.17	\$ 116.36	\$ 62.00		\$ 2,108.60
2025	\$ 625.67	\$ 1,167.41	\$ 137.17	\$ 118.69	\$ 62.00		\$ 2,110.93
2026	\$ 649.73	\$ 1,143.95	\$ 134.04	\$ 121.06	\$ 62.00		\$ 2,110.78
2027	\$ 673.79	\$ 1,119.58	\$ 130.79	\$ 123.49	\$ 62.00		\$ 2,109.65
2028	\$ 697.86	\$ 1,094.31	\$ 127.42	\$ 125.96	\$ 62.00		\$ 2,107.55
2029	\$ 721.92	\$ 1,068.14	\$ 123.93	\$ 128.48	\$ 62.00		\$ 2,104.47
2030	\$ 770.05	\$ 1,041.07	\$ 120.32	\$ 131.04	\$ 62.00		\$ 2,124.49
2031	\$ 794.11	\$ 1,008.34	\$ 116.47	\$ 133.67	\$ 62.00		\$ 2,114.59
2032	\$ 842.24	\$ 974.59	\$ 112.50	\$ 136.34	\$ 62.00		\$ 2,127.67
2033	\$ 866.31	\$ 938.80	\$ 108.29	\$ 139.07	\$ 62.00		\$ 2,114.46
2034	\$ 914.43	\$ 901.98	\$ 103.96	\$ 141.85	\$ 62.00		\$ 2,124.22
2035	\$ 962.56	\$ 863.12	\$ 99.38	\$ 144.68	\$ 62.00		\$ 2,131.75
2036	\$ 1,010.69	\$ 822.21	\$ 94.57	\$ 147.58	\$ 62.00		\$ 2,137.05
2037	\$ 1,034.75	\$ 779.25	\$ 89.52	\$ 150.53	\$ 62.00		\$ 2,116.06
2038	\$ 1,082.88	\$ 735.28	\$ 84.34	\$ 153.54	\$ 62.00		\$ 2,118.04
2039	\$ 1,106.95	\$ 689.25	\$ 78.93	\$ 156.61	\$ 62.00		\$ 2,093.74
2040	\$ 1,179.14	\$ 642.21	\$ 73.40	\$ 159.74	\$ 62.00		\$ 2,116.49
2041	\$ 1,227.27	\$ 590.62	\$ 67.50	\$ 162.94	\$ 62.00		\$ 2,110.33
2042	\$ 1,299.46	\$ 536.93	\$ 61.36	\$ 166.20	\$ 62.00		\$ 2,125.95
2043	\$ 1,347.59	\$ 480.08	\$ 54.87	\$ 169.52	\$ 62.00		\$ 2,114.05
2044	\$ 1,419.78	\$ 421.12	\$ 48.13	\$ 172.91	\$ 62.00		\$ 2,123.94
2045	\$ 1,491.97	\$ 359.01	\$ 41.03	\$ 176.37	\$ 62.00		\$ 2,130.38
2046	\$ 1,564.16	\$ 293.73	\$ 33.57	\$ 179.90	\$ 62.00		\$ 2,133.36
2047	\$ 1,636.36	\$ 225.30	\$ 25.75	\$ 183.49	\$ 62.00		\$ 2,132.90
2048	\$ 1,708.55	\$ 153.71	\$ 17.57	\$ 187.16	\$ 62.00		\$ 2,128.99
2049	\$ 1,804.80	\$ 78.96	\$ 9.02	\$ 190.91	\$ 62.00		\$ 2,145.70
Total	\$ 28,034.63	\$ 19,317.42	\$ 2,233.99	\$ 3,918.08	\$ 1,612.00		\$ 55,116.11

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.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #3
LOT TYPE 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 - LOT TYPE 1 PRINCIPAL ASSESSMENT: \$29,130.89

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 - LOT TYPE 1

Administrative Expenses								
Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Reserve Fund	Total Annual Installment	
2024	\$ 638.84	\$ 1,070.59	\$ 145.65	\$ 125.38	\$ 62.00	\$ -	\$	2,042.46
2025	\$ 638.84	\$ 1,053.82	\$ 142.46	\$ 127.88	\$ 62.00	\$ -	\$	2,025.00
2026	\$ 664.39	\$ 1,037.05	\$ 139.27	\$ 130.44	\$ 62.00	\$ -	\$	2,033.15
2027	\$ 689.94	\$ 1,019.61	\$ 135.94	\$ 133.05	\$ 62.00	\$ -	\$	2,040.55
2028	\$ 715.50	\$ 998.05	\$ 132.49	\$ 135.71	\$ 62.00	\$ -	\$	2,043.75
2029	\$ 741.05	\$ 975.69	\$ 128.92	\$ 138.43	\$ 62.00	\$ -	\$	2,046.08
2030	\$ 766.60	\$ 952.54	\$ 125.21	\$ 141.19	\$ 62.00	\$ -	\$	2,047.54
2031	\$ 766.60	\$ 928.58	\$ 121.38	\$ 144.02	\$ 62.00	\$ -	\$	2,022.58
2032	\$ 792.16	\$ 904.62	\$ 117.55	\$ 146.90	\$ 62.00	\$ -	\$	2,023.22
2033	\$ 843.26	\$ 875.91	\$ 113.58	\$ 149.84	\$ 62.00	\$ -	\$	2,044.59
2034	\$ 868.82	\$ 845.34	\$ 109.37	\$ 152.83	\$ 62.00	\$ -	\$	2,038.36
2035	\$ 894.37	\$ 813.84	\$ 105.02	\$ 155.89	\$ 62.00	\$ -	\$	2,031.13
2036	\$ 919.92	\$ 781.42	\$ 100.55	\$ 159.01	\$ 62.00	\$ -	\$	2,022.91
2037	\$ 971.03	\$ 748.08	\$ 95.95	\$ 162.19	\$ 62.00	\$ -	\$	2,039.25
2038	\$ 996.58	\$ 712.88	\$ 91.10	\$ 165.43	\$ 62.00	\$ -	\$	2,027.99
2039	\$ 1,047.69	\$ 676.75	\$ 86.12	\$ 168.74	\$ 62.00	\$ -	\$	2,041.30
2040	\$ 1,073.24	\$ 638.77	\$ 80.88	\$ 172.11	\$ 62.00	\$ -	\$	2,027.01
2041	\$ 1,124.35	\$ 599.87	\$ 75.51	\$ 175.56	\$ 62.00	\$ -	\$	2,037.28
2042	\$ 1,149.90	\$ 559.11	\$ 69.89	\$ 179.07	\$ 62.00	\$ -	\$	2,019.97
2043	\$ 1,201.01	\$ 513.11	\$ 64.14	\$ 182.65	\$ 62.00	\$ -	\$	2,022.91
2044	\$ 1,252.12	\$ 465.07	\$ 58.13	\$ 186.30	\$ 62.00	\$ -	\$	2,023.63
2045	\$ 1,303.22	\$ 414.99	\$ 51.87	\$ 190.03	\$ 62.00	\$ -	\$	2,022.11
2046	\$ 1,379.88	\$ 362.86	\$ 45.36	\$ 193.83	\$ 62.00	\$ -	\$	2,043.93
2047	\$ 1,430.99	\$ 307.66	\$ 38.46	\$ 197.71	\$ 62.00	\$ -	\$	2,036.82
2048	\$ 1,482.10	\$ 250.42	\$ 31.30	\$ 201.66	\$ 62.00	\$ -	\$	2,027.48
2049	\$ 1,558.76	\$ 191.14	\$ 23.89	\$ 205.69	\$ 62.00	\$ -	\$	2,041.48
2050	\$ 1,609.87	\$ 128.79	\$ 16.10	\$ 209.81	\$ 62.00	\$ -	\$	2,026.56
2051	\$ 1,609.87	\$ 64.39	\$ 8.05	\$ 214.00	\$ 62.00	\$ (1,749.90)	\$	208.41
Total	\$ 29,130.89	\$ 18,890.97	\$ 2,454.15	\$ 4,645.34	\$ 1,736.00	\$ (1,749.90)	\$	55,107.45

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 calculated at a 2.625%, 3.125%, 3.625%, and 4.000% rate for term bonds due in 2026, 2031, 2041, and 2051 respectively.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #3
LOT TYPE 2 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 - LOT TYPE 2 PRINCIPAL ASSESSMENT: \$32,019.23

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sonoma Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 - LOT TYPE 2

Administrative Expenses							
Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Reserve Fund	Total Annual Installment
2024	\$ 702.18	\$ 1,176.74	\$ 160.10	\$ 137.81	\$ 62.00	\$ -	\$ 2,238.82
2025	\$ 702.18	\$ 1,158.31	\$ 156.59	\$ 140.56	\$ 62.00	\$ -	\$ 2,219.63
2026	\$ 730.26	\$ 1,139.88	\$ 153.07	\$ 143.37	\$ 62.00	\$ -	\$ 2,228.59
2027	\$ 758.35	\$ 1,120.71	\$ 149.42	\$ 146.24	\$ 62.00	\$ -	\$ 2,236.72
2028	\$ 786.44	\$ 1,097.01	\$ 145.63	\$ 149.17	\$ 62.00	\$ -	\$ 2,240.24
2029	\$ 814.52	\$ 1,072.43	\$ 141.70	\$ 152.15	\$ 62.00	\$ -	\$ 2,242.81
2030	\$ 842.61	\$ 1,046.98	\$ 137.63	\$ 155.19	\$ 62.00	\$ -	\$ 2,244.41
2031	\$ 842.61	\$ 1,020.65	\$ 133.41	\$ 158.30	\$ 62.00	\$ -	\$ 2,216.97
2032	\$ 870.70	\$ 994.32	\$ 129.20	\$ 161.46	\$ 62.00	\$ -	\$ 2,217.68
2033	\$ 926.87	\$ 962.75	\$ 124.85	\$ 164.69	\$ 62.00	\$ -	\$ 2,241.17
2034	\$ 954.96	\$ 929.15	\$ 120.21	\$ 167.99	\$ 62.00	\$ -	\$ 2,234.31
2035	\$ 983.05	\$ 894.54	\$ 115.44	\$ 171.35	\$ 62.00	\$ -	\$ 2,226.37
2036	\$ 1,011.13	\$ 858.90	\$ 110.52	\$ 174.77	\$ 62.00	\$ -	\$ 2,217.33
2037	\$ 1,067.31	\$ 822.25	\$ 105.47	\$ 178.27	\$ 62.00	\$ -	\$ 2,235.29
2038	\$ 1,095.39	\$ 783.56	\$ 100.13	\$ 181.83	\$ 62.00	\$ -	\$ 2,222.92
2039	\$ 1,151.57	\$ 743.85	\$ 94.65	\$ 185.47	\$ 62.00	\$ -	\$ 2,237.54
2040	\$ 1,179.66	\$ 702.11	\$ 88.90	\$ 189.18	\$ 62.00	\$ -	\$ 2,221.84
2041	\$ 1,235.83	\$ 659.34	\$ 83.00	\$ 192.96	\$ 62.00	\$ -	\$ 2,233.13
2042	\$ 1,263.92	\$ 614.54	\$ 76.82	\$ 196.82	\$ 62.00	\$ -	\$ 2,214.10
2043	\$ 1,320.09	\$ 563.99	\$ 70.50	\$ 200.76	\$ 62.00	\$ -	\$ 2,217.34
2044	\$ 1,376.27	\$ 511.18	\$ 63.90	\$ 204.77	\$ 62.00	\$ -	\$ 2,218.12
2045	\$ 1,432.44	\$ 456.13	\$ 57.02	\$ 208.87	\$ 62.00	\$ -	\$ 2,216.46
2046	\$ 1,516.70	\$ 398.84	\$ 49.85	\$ 213.05	\$ 62.00	\$ -	\$ 2,240.44
2047	\$ 1,572.87	\$ 338.17	\$ 42.27	\$ 217.31	\$ 62.00	\$ -	\$ 2,232.62
2048	\$ 1,629.05	\$ 275.25	\$ 34.41	\$ 221.65	\$ 62.00	\$ -	\$ 2,222.36
2049	\$ 1,713.31	\$ 210.09	\$ 26.26	\$ 226.09	\$ 62.00	\$ -	\$ 2,237.75
2050	\$ 1,769.48	\$ 141.56	\$ 17.69	\$ 230.61	\$ 62.00	\$ -	\$ 2,221.35
2051	\$ 1,769.48	\$ 70.78	\$ 8.85	\$ 235.22	\$ 62.00	\$ (1,923.40)	\$ 222.93
Total	\$ 32,019.23	\$ 20,764.01	\$ 2,697.48	\$ 5,105.92	\$ 1,736.00	\$ (1,923.40)	\$ 60,399.24

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 calculated at a 2.625%, 3.125%, 3.625%, and 4.000% rate for term bonds due in 2026, 2031, 2041, and 2051 respectively.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #3
LOT TYPE 3 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

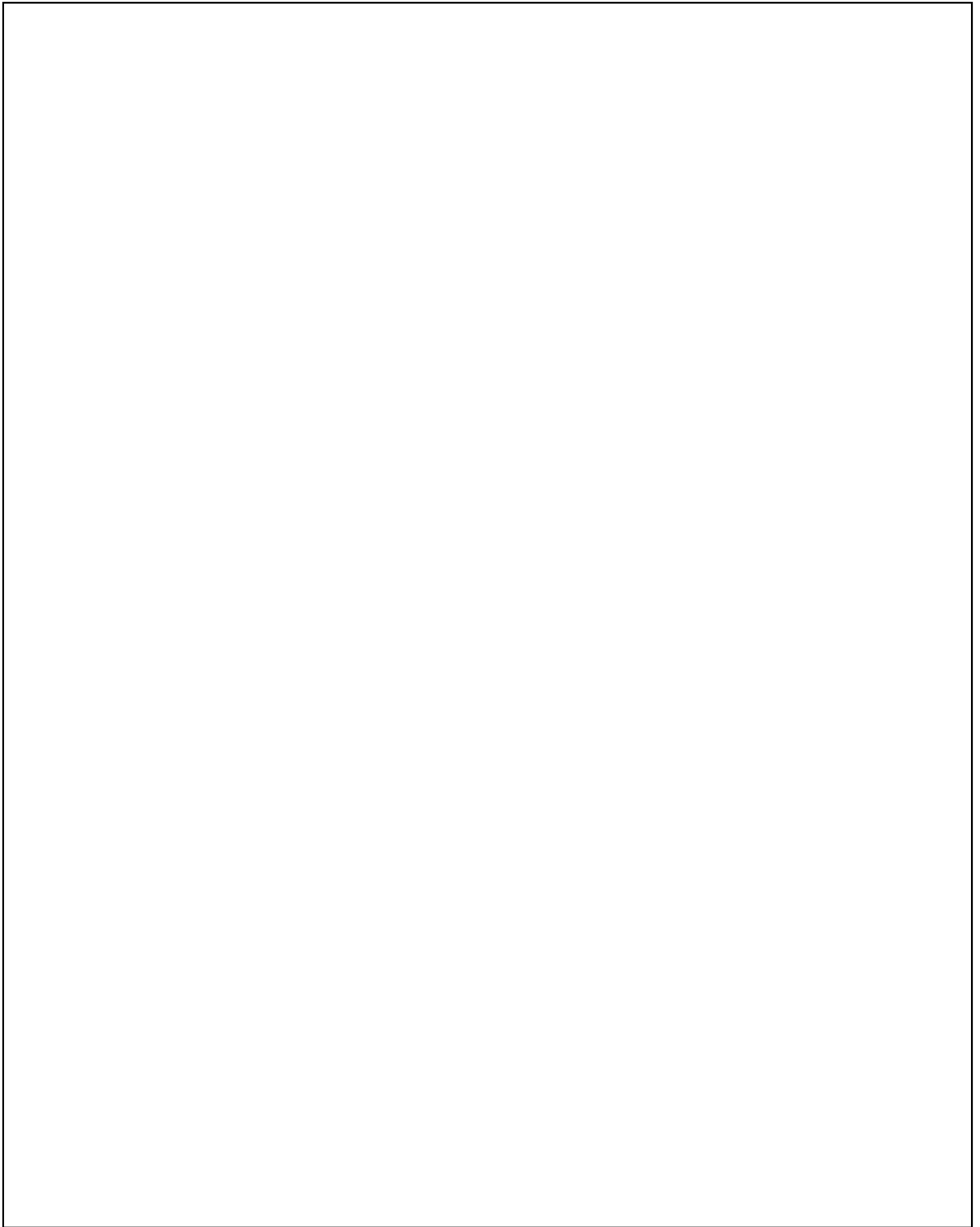
For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

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

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

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



AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 - LOT TYPE 3 PRINCIPAL ASSESSMENT: \$38,951.22

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 - LOT TYPE 3

Administrative Expenses							
Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Reserve Fund	Total Annual Installment
2024	\$ 854.19	\$ 1,431.50	\$ 194.76	\$ 167.64	\$ 62.00	\$ -	\$ 2,710.09
2025	\$ 854.19	\$ 1,409.08	\$ 190.49	\$ 170.99	\$ 62.00	\$ -	\$ 2,686.75
2026	\$ 888.36	\$ 1,386.66	\$ 186.21	\$ 174.41	\$ 62.00	\$ -	\$ 2,697.64
2027	\$ 922.53	\$ 1,363.34	\$ 181.77	\$ 177.90	\$ 62.00	\$ -	\$ 2,707.54
2028	\$ 956.70	\$ 1,334.51	\$ 177.16	\$ 181.46	\$ 62.00	\$ -	\$ 2,711.82
2029	\$ 990.86	\$ 1,304.61	\$ 172.38	\$ 185.09	\$ 62.00	\$ -	\$ 2,714.94
2030	\$ 1,025.03	\$ 1,273.65	\$ 167.42	\$ 188.79	\$ 62.00	\$ -	\$ 2,716.89
2031	\$ 1,025.03	\$ 1,241.61	\$ 162.30	\$ 192.57	\$ 62.00	\$ -	\$ 2,683.51
2032	\$ 1,059.20	\$ 1,209.58	\$ 157.17	\$ 196.42	\$ 62.00	\$ -	\$ 2,684.37
2033	\$ 1,127.54	\$ 1,171.18	\$ 151.88	\$ 200.35	\$ 62.00	\$ -	\$ 2,712.94
2034	\$ 1,161.70	\$ 1,130.31	\$ 146.24	\$ 204.35	\$ 62.00	\$ -	\$ 2,704.61
2035	\$ 1,195.87	\$ 1,088.20	\$ 140.43	\$ 208.44	\$ 62.00	\$ -	\$ 2,694.94
2036	\$ 1,230.04	\$ 1,044.85	\$ 134.45	\$ 212.61	\$ 62.00	\$ -	\$ 2,683.95
2037	\$ 1,298.37	\$ 1,000.26	\$ 128.30	\$ 216.86	\$ 62.00	\$ -	\$ 2,705.80
2038	\$ 1,332.54	\$ 953.19	\$ 121.81	\$ 221.20	\$ 62.00	\$ -	\$ 2,690.74
2039	\$ 1,400.88	\$ 904.89	\$ 115.15	\$ 225.62	\$ 62.00	\$ -	\$ 2,708.54
2040	\$ 1,435.05	\$ 854.11	\$ 108.14	\$ 230.14	\$ 62.00	\$ -	\$ 2,689.43
2041	\$ 1,503.38	\$ 802.09	\$ 100.97	\$ 234.74	\$ 62.00	\$ -	\$ 2,703.17
2042	\$ 1,537.55	\$ 747.59	\$ 93.45	\$ 239.43	\$ 62.00	\$ -	\$ 2,680.02
2043	\$ 1,605.88	\$ 686.09	\$ 85.76	\$ 244.22	\$ 62.00	\$ -	\$ 2,683.96
2044	\$ 1,674.22	\$ 621.85	\$ 77.73	\$ 249.11	\$ 62.00	\$ -	\$ 2,684.91
2045	\$ 1,742.55	\$ 554.88	\$ 69.36	\$ 254.09	\$ 62.00	\$ -	\$ 2,682.89
2046	\$ 1,845.06	\$ 485.18	\$ 60.65	\$ 259.17	\$ 62.00	\$ -	\$ 2,712.06
2047	\$ 1,913.39	\$ 411.38	\$ 51.42	\$ 264.35	\$ 62.00	\$ -	\$ 2,702.55
2048	\$ 1,981.73	\$ 334.84	\$ 41.86	\$ 269.64	\$ 62.00	\$ -	\$ 2,690.07
2049	\$ 2,084.23	\$ 255.57	\$ 31.95	\$ 275.03	\$ 62.00	\$ -	\$ 2,708.79
2050	\$ 2,152.57	\$ 172.21	\$ 21.53	\$ 280.53	\$ 62.00	\$ -	\$ 2,688.83
2051	\$ 2,152.57	\$ 86.10	\$ 10.76	\$ 286.15	\$ 62.00	\$ (2,339.81)	\$ 257.77
Total	\$ 38,951.22	\$ 25,259.31	\$ 3,281.47	\$ 6,211.33	\$ 1,736.00	\$ (2,339.81)	\$ 73,099.53

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 calculated at a 2.625%, 3.125%, 3.625%, and 4.000% rate for term bonds due in 2026, 2031, 2041, and 2051 respectively.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #4-A
LOT TYPE 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #4-A - LOT TYPE 1 PRINCIPAL ASSESSMENT: \$54,585.74

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #4-A - LOT TYPE 1

Administrative Expenses							
Installment Due 1/31	Principal	Interest ^[b]	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Reserve Fund	Total Annual Installment ^[c]
2024	\$ 752.17	\$ 3,093.95	\$ 272.93	\$ 179.73	\$ 62.00	\$ -	\$ 4,360.78
2025	\$ 859.62	\$ 3,056.34	\$ 269.17	\$ 183.32	\$ 62.00	\$ -	\$ 4,430.46
2026	\$ 859.62	\$ 3,013.36	\$ 264.87	\$ 186.99	\$ 62.00	\$ -	\$ 4,386.84
2027	\$ 859.62	\$ 2,970.38	\$ 260.57	\$ 190.73	\$ 62.00	\$ -	\$ 4,343.30
2028	\$ 967.07	\$ 2,927.40	\$ 256.27	\$ 194.55	\$ 62.00	\$ -	\$ 4,407.29
2029	\$ 967.07	\$ 2,875.42	\$ 251.44	\$ 198.44	\$ 62.00	\$ -	\$ 4,354.37
2030	\$ 1,074.52	\$ 2,823.44	\$ 246.60	\$ 202.41	\$ 62.00	\$ -	\$ 4,408.97
2031	\$ 1,074.52	\$ 2,765.69	\$ 241.23	\$ 206.45	\$ 62.00	\$ -	\$ 4,349.89
2032	\$ 1,181.97	\$ 2,707.93	\$ 235.86	\$ 210.58	\$ 62.00	\$ -	\$ 4,398.35
2033	\$ 1,289.43	\$ 2,644.40	\$ 229.95	\$ 214.79	\$ 62.00	\$ -	\$ 4,440.57
2034	\$ 1,289.43	\$ 2,570.26	\$ 223.50	\$ 219.09	\$ 62.00	\$ -	\$ 4,364.27
2035	\$ 1,396.88	\$ 2,496.12	\$ 217.05	\$ 223.47	\$ 62.00	\$ -	\$ 4,395.52
2036	\$ 1,504.33	\$ 2,415.79	\$ 210.07	\$ 227.94	\$ 62.00	\$ -	\$ 4,420.14
2037	\$ 1,611.78	\$ 2,329.30	\$ 202.55	\$ 232.50	\$ 62.00	\$ -	\$ 4,438.13
2038	\$ 1,719.24	\$ 2,236.62	\$ 194.49	\$ 237.15	\$ 62.00	\$ -	\$ 4,449.49
2039	\$ 1,719.24	\$ 2,137.76	\$ 185.89	\$ 241.89	\$ 62.00	\$ -	\$ 4,346.78
2040	\$ 1,826.69	\$ 2,038.91	\$ 177.30	\$ 246.73	\$ 62.00	\$ -	\$ 4,351.62
2041	\$ 2,041.59	\$ 1,933.87	\$ 168.16	\$ 251.67	\$ 62.00	\$ -	\$ 4,457.29
2042	\$ 2,149.04	\$ 1,816.48	\$ 157.95	\$ 256.70	\$ 62.00	\$ -	\$ 4,442.18
2043	\$ 2,256.50	\$ 1,692.91	\$ 147.21	\$ 261.83	\$ 62.00	\$ -	\$ 4,420.45
2044	\$ 2,363.95	\$ 1,563.16	\$ 135.93	\$ 267.07	\$ 62.00	\$ -	\$ 4,392.11
2045	\$ 2,471.40	\$ 1,427.23	\$ 124.11	\$ 272.41	\$ 62.00	\$ -	\$ 4,357.15
2046	\$ 2,686.31	\$ 1,285.13	\$ 111.75	\$ 277.86	\$ 62.00	\$ -	\$ 4,423.04
2047	\$ 2,793.76	\$ 1,130.67	\$ 98.32	\$ 283.42	\$ 62.00	\$ -	\$ 4,368.16
2048	\$ 3,008.66	\$ 970.03	\$ 84.35	\$ 289.08	\$ 62.00	\$ -	\$ 4,414.12
2049	\$ 3,223.57	\$ 797.03	\$ 69.31	\$ 294.87	\$ 62.00	\$ -	\$ 4,446.77
2050	\$ 3,331.02	\$ 611.67	\$ 53.19	\$ 300.76	\$ 62.00	\$ -	\$ 4,358.64
2051	\$ 3,545.92	\$ 420.14	\$ 36.53	\$ 306.78	\$ 62.00	\$ -	\$ 4,371.37
2052	\$ 3,760.83	\$ 216.25	\$ 18.80	\$ 312.91	\$ 62.00	\$ (4,045.81)	\$ 324.98
Total	\$ 54,585.74	\$ 58,967.64	\$ 5,145.35	\$ 6,972.13	\$ 1,798.00	\$ (4,045.81)	\$ 123,423.04

Notes:

[a] Annual Installment due 1/31/22 to be paid from Improvement Area #4 Bond capitalized interest.

[b] Interest is calculated at 5.000%, 5.375%, and 5.750% for term bonds due 9/15/2027, 9/15/2032, and 9/15/2052 maturities, respectively.

[c] 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.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #4-A
LOT TYPE 2 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #4-A - LOT TYPE 2 PRINCIPAL ASSESSMENT: \$61,012.85

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sonoma Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #4-A - LOT TYPE 2

Administrative Expenses							
Installment Due 1/31	Principal	Interest ^[b]	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Reserve Fund	Total Annual Installment ^[c]
2024	\$ 840.73	\$ 3,458.25	\$ 305.06	\$ 200.89	\$ 62.00	\$ -	\$ 4,866.93
2025	\$ 960.83	\$ 3,416.21	\$ 300.86	\$ 204.91	\$ 62.00	\$ -	\$ 4,944.81
2026	\$ 960.83	\$ 3,368.17	\$ 296.06	\$ 209.01	\$ 62.00	\$ -	\$ 4,896.06
2027	\$ 960.83	\$ 3,320.13	\$ 291.25	\$ 213.19	\$ 62.00	\$ -	\$ 4,847.40
2028	\$ 1,080.94	\$ 3,272.08	\$ 286.45	\$ 217.45	\$ 62.00	\$ -	\$ 4,918.92
2029	\$ 1,080.94	\$ 3,213.98	\$ 281.04	\$ 221.80	\$ 62.00	\$ -	\$ 4,859.76
2030	\$ 1,201.04	\$ 3,155.88	\$ 275.64	\$ 226.24	\$ 62.00	\$ -	\$ 4,920.80
2031	\$ 1,201.04	\$ 3,091.33	\$ 269.63	\$ 230.76	\$ 62.00	\$ -	\$ 4,854.76
2032	\$ 1,321.14	\$ 3,026.77	\$ 263.63	\$ 235.38	\$ 62.00	\$ -	\$ 4,908.92
2033	\$ 1,441.25	\$ 2,955.76	\$ 257.02	\$ 240.08	\$ 62.00	\$ -	\$ 4,956.12
2034	\$ 1,441.25	\$ 2,872.89	\$ 249.82	\$ 244.89	\$ 62.00	\$ -	\$ 4,870.84
2035	\$ 1,561.35	\$ 2,790.02	\$ 242.61	\$ 249.78	\$ 62.00	\$ -	\$ 4,905.76
2036	\$ 1,681.46	\$ 2,700.24	\$ 234.80	\$ 254.78	\$ 62.00	\$ -	\$ 4,933.28
2037	\$ 1,801.56	\$ 2,603.56	\$ 226.40	\$ 259.88	\$ 62.00	\$ -	\$ 4,953.39
2038	\$ 1,921.66	\$ 2,499.97	\$ 217.39	\$ 265.07	\$ 62.00	\$ -	\$ 4,966.09
2039	\$ 1,921.66	\$ 2,389.47	\$ 207.78	\$ 270.37	\$ 62.00	\$ -	\$ 4,851.29
2040	\$ 2,041.77	\$ 2,278.97	\$ 198.17	\$ 275.78	\$ 62.00	\$ -	\$ 4,856.70
2041	\$ 2,281.98	\$ 2,161.57	\$ 187.96	\$ 281.30	\$ 62.00	\$ -	\$ 4,974.81
2042	\$ 2,402.08	\$ 2,030.36	\$ 176.55	\$ 286.92	\$ 62.00	\$ -	\$ 4,957.92
2043	\$ 2,522.18	\$ 1,892.24	\$ 164.54	\$ 292.66	\$ 62.00	\$ -	\$ 4,933.63
2044	\$ 2,642.29	\$ 1,747.21	\$ 151.93	\$ 298.51	\$ 62.00	\$ -	\$ 4,901.95
2045	\$ 2,762.39	\$ 1,595.28	\$ 138.72	\$ 304.49	\$ 62.00	\$ -	\$ 4,862.88
2046	\$ 3,002.60	\$ 1,436.44	\$ 124.91	\$ 310.57	\$ 62.00	\$ -	\$ 4,936.53
2047	\$ 3,122.70	\$ 1,263.79	\$ 109.90	\$ 316.79	\$ 62.00	\$ -	\$ 4,875.18
2048	\$ 3,362.91	\$ 1,084.24	\$ 94.28	\$ 323.12	\$ 62.00	\$ -	\$ 4,926.56
2049	\$ 3,603.12	\$ 890.87	\$ 77.47	\$ 329.58	\$ 62.00	\$ -	\$ 4,963.04
2050	\$ 3,723.22	\$ 683.69	\$ 59.45	\$ 336.18	\$ 62.00	\$ -	\$ 4,864.54
2051	\$ 3,963.43	\$ 469.61	\$ 40.84	\$ 342.90	\$ 62.00	\$ -	\$ 4,878.77
2052	\$ 4,203.64	\$ 241.71	\$ 21.02	\$ 349.76	\$ 62.00	\$ (4,522.18)	\$ 355.95
Total	\$ 61,012.85	\$ 65,910.69	\$ 5,751.18	\$ 7,793.05	\$ 1,798.00	\$ (4,522.18)	\$ 137,743.59

Notes:

[a] Annual Installment due 1/31/22 to be paid from Improvement Area #4 Bond capitalized interest.

[b] Interest is calculated at 5.000%, 5.375%, and 5.750% for term bonds due 9/15/2027, 9/15/2032, and 9/15/2052 maturities, respectively.

[c] 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.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #4-B
LOT TYPE 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

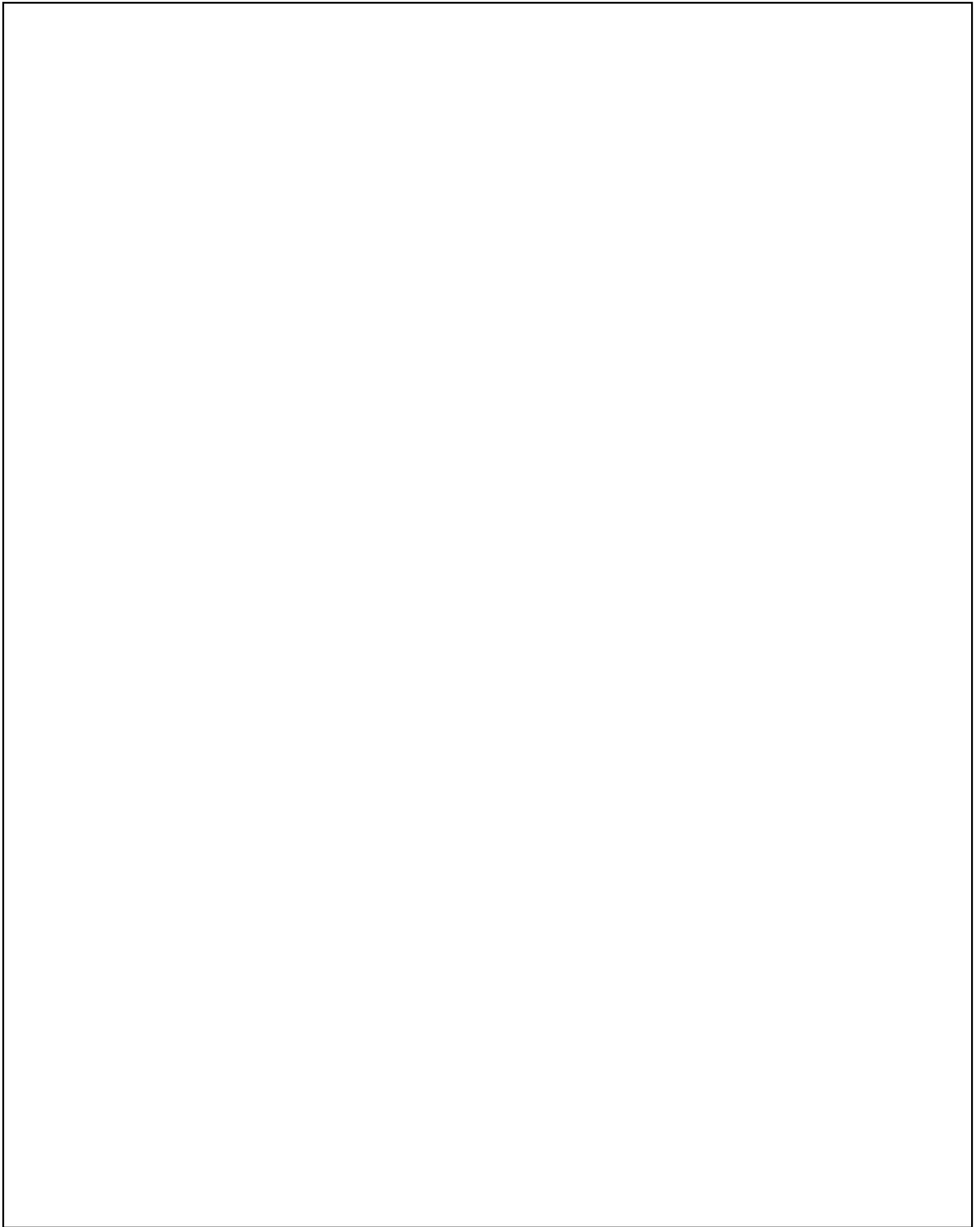
For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

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

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

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



AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #4-B - LOT TYPE 1 PRINCIPAL ASSESSMENT: \$41,555.13

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sonoma Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #4-B - LOT TYPE 1

Administrative Expenses							
Installment Due 1/31	Principal	Interest ^[b]	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Reserve Fund	Total Annual Installment ^[c]
2024	\$ 591.74	\$ 2,355.06	\$ 207.78	\$ 146.93	\$ 62.00	\$ -	\$ 3,363.50
2025	\$ 629.91	\$ 2,325.47	\$ 204.82	\$ 149.87	\$ 62.00	\$ -	\$ 3,372.07
2026	\$ 649.00	\$ 2,293.98	\$ 201.67	\$ 152.87	\$ 62.00	\$ -	\$ 3,359.51
2027	\$ 687.18	\$ 2,261.53	\$ 198.42	\$ 155.92	\$ 62.00	\$ -	\$ 3,365.05
2028	\$ 725.35	\$ 2,227.17	\$ 194.99	\$ 159.04	\$ 62.00	\$ -	\$ 3,368.55
2029	\$ 763.53	\$ 2,188.18	\$ 191.36	\$ 162.22	\$ 62.00	\$ -	\$ 3,367.29
2030	\$ 801.71	\$ 2,147.14	\$ 187.54	\$ 165.47	\$ 62.00	\$ -	\$ 3,363.86
2031	\$ 858.97	\$ 2,104.05	\$ 183.53	\$ 168.78	\$ 62.00	\$ -	\$ 3,377.33
2032	\$ 897.15	\$ 2,057.88	\$ 179.24	\$ 172.15	\$ 62.00	\$ -	\$ 3,368.42
2033	\$ 954.41	\$ 2,009.66	\$ 174.75	\$ 175.60	\$ 62.00	\$ -	\$ 3,376.42
2034	\$ 1,011.68	\$ 1,954.78	\$ 169.98	\$ 179.11	\$ 62.00	\$ -	\$ 3,377.55
2035	\$ 1,068.94	\$ 1,896.61	\$ 164.92	\$ 182.69	\$ 62.00	\$ -	\$ 3,375.16
2036	\$ 1,126.21	\$ 1,835.14	\$ 159.58	\$ 186.34	\$ 62.00	\$ -	\$ 3,369.27
2037	\$ 1,202.56	\$ 1,770.39	\$ 153.95	\$ 190.07	\$ 62.00	\$ -	\$ 3,378.96
2038	\$ 1,259.82	\$ 1,701.24	\$ 147.93	\$ 193.87	\$ 62.00	\$ -	\$ 3,364.87
2039	\$ 1,336.18	\$ 1,628.80	\$ 141.63	\$ 197.75	\$ 62.00	\$ -	\$ 3,366.36
2040	\$ 1,431.62	\$ 1,551.97	\$ 134.95	\$ 201.70	\$ 62.00	\$ -	\$ 3,382.25
2041	\$ 1,507.97	\$ 1,469.65	\$ 127.80	\$ 205.74	\$ 62.00	\$ -	\$ 3,373.16
2042	\$ 1,603.41	\$ 1,382.94	\$ 120.26	\$ 209.85	\$ 62.00	\$ -	\$ 3,378.47
2043	\$ 1,698.85	\$ 1,290.75	\$ 112.24	\$ 214.05	\$ 62.00	\$ -	\$ 3,377.89
2044	\$ 1,794.30	\$ 1,193.06	\$ 103.74	\$ 218.33	\$ 62.00	\$ -	\$ 3,371.43
2045	\$ 1,908.83	\$ 1,089.89	\$ 94.77	\$ 222.70	\$ 62.00	\$ -	\$ 3,378.19
2046	\$ 2,023.36	\$ 980.13	\$ 85.23	\$ 227.15	\$ 62.00	\$ -	\$ 3,377.87
2047	\$ 2,156.97	\$ 863.79	\$ 75.11	\$ 231.69	\$ 62.00	\$ -	\$ 3,389.57
2048	\$ 2,271.50	\$ 739.77	\$ 64.33	\$ 236.33	\$ 62.00	\$ -	\$ 3,373.92
2049	\$ 2,424.21	\$ 609.15	\$ 52.97	\$ 241.05	\$ 62.00	\$ -	\$ 3,389.39
2050	\$ 2,557.83	\$ 469.76	\$ 40.85	\$ 245.88	\$ 62.00	\$ -	\$ 3,376.31
2051	\$ 2,729.62	\$ 322.69	\$ 28.06	\$ 250.79	\$ 62.00	\$ -	\$ 3,393.16
2052	\$ 2,882.33	\$ 165.73	\$ 14.41	\$ 255.81	\$ 62.00	\$ (3,038.14)	\$ 342.14
Total	\$ 41,555.13	\$ 44,886.39	\$ 3,916.81	\$ 5,699.75	\$ 1,798.00	\$ (3,038.14)	\$ 94,817.94

Notes:

[a] Annual Installment due 1/31/22 to be paid from Improvement Area #4 Bond capitalized interest.

[b] Interest is calculated at 5.000%, 5.375%, and 5.750% for term bonds due 9/15/2027, 9/15/2032, and 9/15/2052 maturities, respectively.

[c] 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.

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

SONOMA PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #4-B
LOT TYPE 2 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

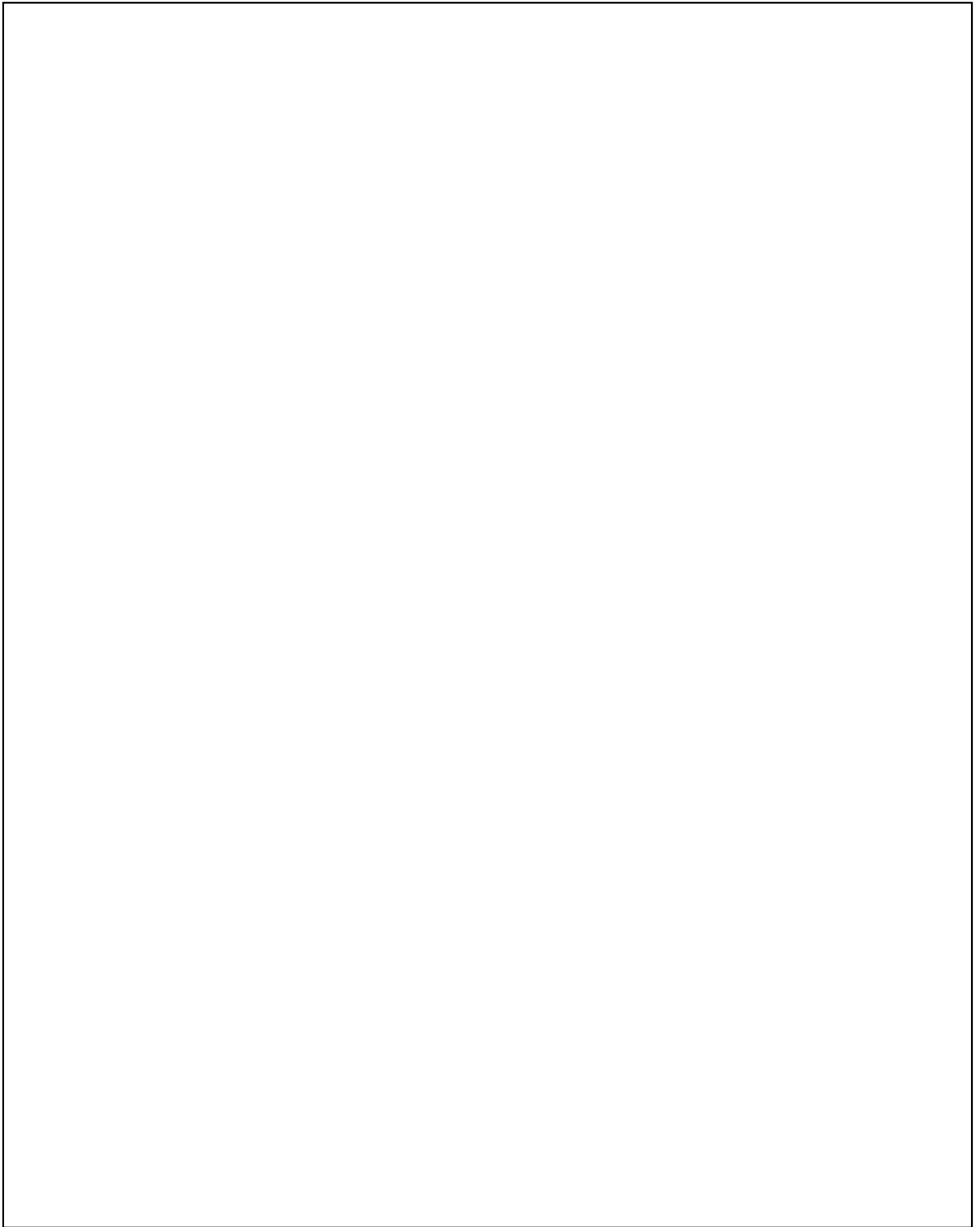
For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

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

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

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



AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF MCLENDON-CHISHOLM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #4-B - LOT TYPE 2 PRINCIPAL ASSESSMENT: \$48,888.39

As the purchaser of the real property described above, you are obligated to pay assessments to City of McLendon-Chisholm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sonoma Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

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

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #4-B - LOT TYPE 2

Administrative Expenses							
Installment Due 1/31	Principal	Interest ^[b]	Additional Interest	Administrative Costs	Maintenance and Operation Costs	Reserve Fund	Total Annual Installment ^[c]
2024	\$ 696.16	\$ 2,770.66	\$ 244.44	\$ 172.86	\$ 62.00	\$ -	\$ 3,946.12
2025	\$ 741.07	\$ 2,735.85	\$ 240.96	\$ 176.32	\$ 62.00	\$ -	\$ 3,956.20
2026	\$ 763.53	\$ 2,698.80	\$ 237.26	\$ 179.84	\$ 62.00	\$ -	\$ 3,941.43
2027	\$ 808.44	\$ 2,660.62	\$ 233.44	\$ 183.44	\$ 62.00	\$ -	\$ 3,947.94
2028	\$ 853.36	\$ 2,620.20	\$ 229.40	\$ 187.11	\$ 62.00	\$ -	\$ 3,952.06
2029	\$ 898.27	\$ 2,574.33	\$ 225.13	\$ 190.85	\$ 62.00	\$ -	\$ 3,950.58
2030	\$ 943.18	\$ 2,526.05	\$ 220.64	\$ 194.67	\$ 62.00	\$ -	\$ 3,946.54
2031	\$ 1,010.55	\$ 2,475.35	\$ 215.92	\$ 198.56	\$ 62.00	\$ -	\$ 3,962.39
2032	\$ 1,055.47	\$ 2,421.04	\$ 210.87	\$ 202.53	\$ 62.00	\$ -	\$ 3,951.91
2033	\$ 1,122.84	\$ 2,364.30	\$ 205.59	\$ 206.58	\$ 62.00	\$ -	\$ 3,961.32
2034	\$ 1,190.21	\$ 2,299.74	\$ 199.98	\$ 210.71	\$ 62.00	\$ -	\$ 3,962.64
2035	\$ 1,257.58	\$ 2,231.30	\$ 194.03	\$ 214.93	\$ 62.00	\$ -	\$ 3,959.84
2036	\$ 1,324.95	\$ 2,158.99	\$ 187.74	\$ 219.23	\$ 62.00	\$ -	\$ 3,952.91
2037	\$ 1,414.78	\$ 2,082.81	\$ 181.11	\$ 223.61	\$ 62.00	\$ -	\$ 3,964.31
2038	\$ 1,482.15	\$ 2,001.46	\$ 174.04	\$ 228.08	\$ 62.00	\$ -	\$ 3,947.73
2039	\$ 1,571.97	\$ 1,916.24	\$ 166.63	\$ 232.65	\$ 62.00	\$ -	\$ 3,949.48
2040	\$ 1,684.26	\$ 1,825.85	\$ 158.77	\$ 237.30	\$ 62.00	\$ -	\$ 3,968.17
2041	\$ 1,774.08	\$ 1,729.00	\$ 150.35	\$ 242.04	\$ 62.00	\$ -	\$ 3,957.48
2042	\$ 1,886.37	\$ 1,626.99	\$ 141.48	\$ 246.89	\$ 62.00	\$ -	\$ 3,963.72
2043	\$ 1,998.65	\$ 1,518.53	\$ 132.05	\$ 251.82	\$ 62.00	\$ -	\$ 3,963.05
2044	\$ 2,110.94	\$ 1,403.60	\$ 122.05	\$ 256.86	\$ 62.00	\$ -	\$ 3,955.45
2045	\$ 2,245.68	\$ 1,282.23	\$ 111.50	\$ 262.00	\$ 62.00	\$ -	\$ 3,963.40
2046	\$ 2,380.42	\$ 1,153.10	\$ 100.27	\$ 267.24	\$ 62.00	\$ -	\$ 3,963.02
2047	\$ 2,537.62	\$ 1,016.23	\$ 88.37	\$ 272.58	\$ 62.00	\$ -	\$ 3,976.79
2048	\$ 2,672.36	\$ 870.31	\$ 75.68	\$ 278.03	\$ 62.00	\$ -	\$ 3,958.38
2049	\$ 2,852.01	\$ 716.65	\$ 62.32	\$ 283.59	\$ 62.00	\$ -	\$ 3,976.57
2050	\$ 3,009.21	\$ 552.66	\$ 48.06	\$ 289.27	\$ 62.00	\$ -	\$ 3,961.19
2051	\$ 3,211.32	\$ 379.63	\$ 33.01	\$ 295.05	\$ 62.00	\$ -	\$ 3,981.01
2052	\$ 3,390.97	\$ 194.98	\$ 16.95	\$ 300.95	\$ 62.00	\$ (3,574.28)	\$ 391.58
Total	\$ 48,888.39	\$ 52,807.52	\$ 4,608.02	\$ 6,705.59	\$ 1,798.00	\$ (3,574.28)	\$ 111,233.23

Notes:

[a] Annual Installment due 1/31/22 to be paid from Improvement Area #4 Bond capitalized interest.

[b] Interest is calculated at 5.000%, 5.375%, and 5.750% for term bonds due 9/15/2027, 9/15/2032, and 9/15/2052 maturities, respectively.

[c] 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.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS ACCEPTING AND APPROVING THE 2023 ANNUAL SERVICE PLAN UPDATE, INCLUDING THE ASSESSMENT ROLL FOR THE FOR THE SONOMA PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; MAKING AND ADOPTING FINDINGS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of McLendon-Chisholm, Texas (the "City"), is authorized 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, as amended (the "Act"), to create a public improvement district within the City; and

WHEREAS, on September 10, 2007, the City Council of the City (the "City Council"), approved Resolution No. 2007-21 which authorized the creation of the Sonoma Public Improvement District (the "District") to finance certain Authorized Improvements for the benefit of property in the District; and

WHEREAS, on January 13, 2015 (as updated on April 14, 2015), the City Council adopted Ordinance No. 2015-02 accepting the Service and Assessment Plan and Assessment Roll for the Authorized Improvements for the District; making a finding of special benefit to certain property in the corporate limits of the City; levying Assessments against certain property within the corporate limits of the City and establishing a lien on such property; providing for payment of the Assessment in accordance with the Act; providing for the method of Assessment and the payment of the Assessment; providing penalties and interest on delinquent Assessments; providing for severability and providing an effective date; and

WHEREAS, on May 24, 2022, the City Council adopted Ordinance 2022-02 approving (i) the Assessment Rolls and the Sonoma Public Improvement District 2022 Amended and Restated Service and Assessment Plan, and (ii) the Assessments levied as provided in the Ordinance and the Service and Assessment Plan; and

WHEREAS, pursuant to the Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Rolls (each, an "Annual Service Plan Update"); and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the Commissioners Court now wishes to adopt an order accepting and approving the Sonoma Public Improvement District 2023 Annual Service Plan Update (the "2023 Annual Service Plan Update"), including updates to the Assessment Rolls, in the form attached hereto as Exhibit A; and

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

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of the City.

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

SECTION 1. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings. The findings and determinations set forth in the recitals above are incorporated in this Order for all purposes as if the same were restated in full in this Section and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan. The "2023 Annual Service Plan Update", attached hereto as Exhibit A. is accepted and approved pursuant to the PID Act, and incorporated as part of this Order as if set forth in the body of this Order.

SECTION 4. Filing in the Real Property Records. The City Secretary is directed to cause a copy of this Order, including the 2023 Annual Service Plan Update, to be filed with the County Clerk of Rockwall County to be recorded in the real property records of Rockwall County, not later than the seventh day after the date the City Council adopts this Order approving the 2023 Annual Service Plan Update.

SECTION 5. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

SECTION 8. Effective Date. This Order shall take effect and the provisions and terms of the 2023 Annual Service Plan Update, shall be and become effective and in force immediately from and after its adoption on the date shown below in accordance with applicable law.

[Execution page follows.]

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
MCLENDON-CHISHOLM, TEXAS, THIS THE 11th DAY OF JULY, 2023.

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 11th day of July, 2023 by 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)

Page 3 of 4

EXHIBIT A

2023 Annual Service Plan Update



City of McLendon-Chisholm
Staff Report

Date: July 11, 2023

Agenda Item: Review/Action Ordinance -

Fiscal Impact: None

Background: The SAP is an annually updated version of the Service and Assessment Plan for the Public Improvement District (PID). This document includes any updates of the status of authorized improvements, parcel subdivisions, lot and home sales by a developer or homebuilder, outstanding levied assessment, annual installments that will be due by January 31st, 2023, partial/full prepayments of the levied assessments, bond funds, five year budget forecast, and an assessment roll depicting the annual installments for each parcel located in the PID.

This is a housekeeping process required by the bond issuance.

Mr. Zachary Little, P3, our PID Administrator will be at the City Council meeting to answer any questions.

Proposed Motion: Motion to approve/disapprove, by ordinance (roll call) the Service and Assessment Plan (SAP) for the Public Improvement District (PID).

Staff Assigned: Konrad Hildebrandt, City Administrator



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: June 27, 2023

SUBJECT: Petition and resolution for consent to add land to an existing municipal utility District

LOCATION: South quadrant of the intersection of FM 550 and State Highway 205

APPLICANT: DMDS Land Company, LLC
1501 Alta Drive
Fort Worth, Texas 76107

CITY COUNCIL MEETING DATE: May 24, 2023

REPRESENTATIVE: Elizabeth Veale
Coats/Rose Lawfirm
14755 Preston Road
Suite 600
Dallas, Texas 75254

BACKGROUND INFORMATION: The applicant has requested consideration of a petition to add 297.247 acres pf land to the existing municipal utility district [River Rocks Trails] and approval of a resolution confirming the authorization to add the subject property to the boundary of the River Rocks Trails Municipal Utility District #2 [formerly known as Rockwall County Water Control and Improvement District #2]. Subsequent to consideration of the Petition the applicant has requested approval of the attached resolution granting approval of the addition of the 297,247 acres of land as described in the attached EXHIBIT A: LEGAL DESCRIPTION.

The property described within the Petition, the Resolution and EXHIBIT A lies within the extra territorial jurisdiction of the City of McLendon-Chisholm.

Letter of request

COATS | ROSE

A PROFESSIONAL CORPORATION

A. ELIZABETH VEALE
ASSOCIATE

EVEALE@COATSROSE.COM
DIRECT: (972) 419-4701
FAX: (972) 702-0662

May 02, 2023

VIA FEDERAL EXPRESS

City of McLendon-Chisholm
Attn: Shelly Green, City Secretary
1371 West FM 550
McLendon-Chisholm, Texas 75032

Re: Petition for Consent to Addition of Land to a Municipal Utility District for River
Rock Trails Municipal Utility District No. 2

Dear Ms. Green:

Enclosed please find a Petition for Consent to Addition of Land to a Municipal Utility District for River Rock Trails Municipal Utility District No. 2. Please acknowledge receipt of this document by executing the three (3) Certificates of Receipt enclosed. Upon such execution, please return the receipts in the FedEx envelope provided. I have also included the form of the consent resolution for the City's use.

Please do not hesitate to contact me should you have any questions. You can reach me via email (eveale@coatsrose.com) or by my direct line (972-419-4701). If the City has any questions or concerns regarding the enclosed Petition, we would be happy to schedule a meeting to discuss whenever is convenient for your office.

Very truly yours,



A. Elizabeth Veale

Enclosures

14755 PRESTON ROAD, SUITE 600, DALLAS, TEXAS 75254
PHONE: (972) 788-1600 FAX: (972) 702-0662
COATSROSE.COM

HOUSTON | AUSTIN | DALLAS | SAN ANTONIO | NEW ORLEANS | CINCINNATI
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PETITION FOR CONSENT TO ADDITION OF LAND TO A MUNICIPAL UTILITY DISTRICT

**i PETITION FOR CONSENT TO ADDITION OF LAND
TO A MUNICIPAL UTILITY DISTRICT**

THE STATE OF TEXAS §

COUNTY OF ROCKWALL §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MCLENDON-
CHISHOLM, TEXAS:

The undersigned, DMDS Land Company, LLC, a Texas limited liability company (the "Owner"), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.0425 of the Texas Local Government Code, respectfully petitions the City of McLendon-Chisholm, Texas for its consent to the addition of land to River Rock Trails Municipal Utility District No. 2 (the "District"), and in support of this Petition would respectfully show the following:

I.

The approximately 297.247 acres sought to be added to the District (the "Tract") is described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes.

II.

The Tract lies within Rockwall County, and not within the boundaries of any incorporated city or town. The Tract lies within the exclusive extraterritorial jurisdiction of the City of McLendon-Chisholm, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

The Owner is the holder of title to the Tract as shown by the Rockwall County Tax Rolls and conveyances of record. There are no lienholders on the Tract.

IV.

Rockwall County Water Control and Improvement District No. 2 (the "Original District") was organized, created and established pursuant to an Order of the Texas Commission on Environmental Quality (the "Commission"), dated August 14, 2012, pursuant to the terms and provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended. By Order dated January 14, 2021, the Commission approved a request by the Original District to change its name and convert into a municipal utility district operating pursuant to Chapters 49 and 54, Texas Water Code, as amended, and the Commission approved the Original District's request to change its name to River Rock Trails Municipal Utility District No. 2 and convert into a municipal utility district operating pursuant to Chapters

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49 and 54, Texas Water Code, as amended. The District generally is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for residential and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Tract requires the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tract is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be rapidly developed for residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by the Owner, from such information as it has at this time, that the ultimate cost of the development contemplated will be approximately \$89,100,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of McLendon-Chisholm, Texas, adopt a resolution giving its written consent to the addition of the Tract to the District.

PAGE 3

RESPECTFULLY SUBMITTED, this 27 day of April, 2023.

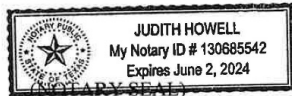
OWNER:

DMDS LAND COMPANY, LLC,
a Texas limited liability company

By: [Signature]
Name: Ryan Horton
Title: manager

THE STATE OF TEXAS §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 27 day of April, 2023, by Ryan Horton, manager of DMDS Land Company, LLC, a Texas limited liability company, on behalf of said ~~limited~~ liability company.



Judith Howell
Notary Public in and for the State of Texas

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LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED IN THE MUNICIPAL UTILITY DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION
(ANNEXATION INTO RIVER ROCK TRAILS MUD 2)
PORTION WITHIN THE LIMITS OF THE MCLENDON-CHISHOLM ETJ
ROCKWALL COUNTY, TEXAS
(TRACT 1-297.247 acres)

BEING a parcel of land located in the McLendon-Chisholm ETJ, Rockwall County, Texas, being a part of the Franklin Banguss Survey, Abstract Number 7, and being a part of that called 641.6711 acre tract of land described in deed to DMDS Land Company, LLC. as recorded in Document Number 2020-30685, Official Public Records of Rockwall County, Texas, and being further described as follows:

BEGINNING at the west corner of said 641.6711 acre tract, said point being in the approximate centerline of Edwards Road;

THENCE along the northwest line of said 641.6711 acre tract as follows;

North 31 degrees 46 minutes 55 seconds East, 662.30 feet to a point for corner;
North 47 degrees 43 minutes 13 seconds East, 385.15 feet to a point for corner;
North 48 degrees 01 minutes 46 seconds East, 401.63 feet to a point for corner;
South 58 degrees 25 minutes 25 seconds East, 282.59 feet to a point for corner;
North 69 degrees 46 minutes 25 seconds East, 686.17 feet to a point for corner;
North 69 degrees 41 minutes 44 seconds East, 582.63 feet to a point for corner, said point

being in the northeast line of the McLendon-Chisholm ETJ;

THENCE along the northeast line of said McLendon-Chisholm ETJ as follows;

South 45 degrees 48 minutes 39 seconds East, 2,249.27 feet to a point for corner;
Southeasterly, 4,144.43 feet following a curve turning to the right, having a central angle of 89 degrees 56 minutes 47 seconds, having a radius of 2,640.00 feet, and whose long chord bears South 00 degrees 50 minutes 16 seconds East, 3,731.77 feet to a point for corner, said point being in the southwest line of said 641.6711 acre tract, said point also being in the approximate centerline of Edwards Road;

THENCE along the southwest line of said 641.6711 acre tract and the approximate centerline of Edwards Road as follows;

North 45 degrees 51 minutes 52 seconds West, 2,640.00 feet to a point for corner;
North 45 degrees 46 minutes 39 seconds West, 1,818.97 feet to a point for corner;
North 45 degrees 47 minutes 06 seconds West, 1,161.60 feet to the POINT OF

BEGINNING and containing 12,948,065 square feet or 297.247 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83)

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.23, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY

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PAGE 2 LEGAL DESCRIPTION

OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

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The map displays the Riverrock Trails District Exhibit, a 344-acre tract in Rockwall County, Texas. The tract is divided into two muds: MUD #2 (approx. 297.241 AC) and MUD #1 (approx. 344.64 AC). The map includes surrounding roads: Jones Road, Wallace Road, F.M. 548, F.M. 550, and Edwards Road. A legend indicates that green areas are floodplain acreage and yellow areas are developable acreage. A table provides a land use summary for the 344-acre tract.

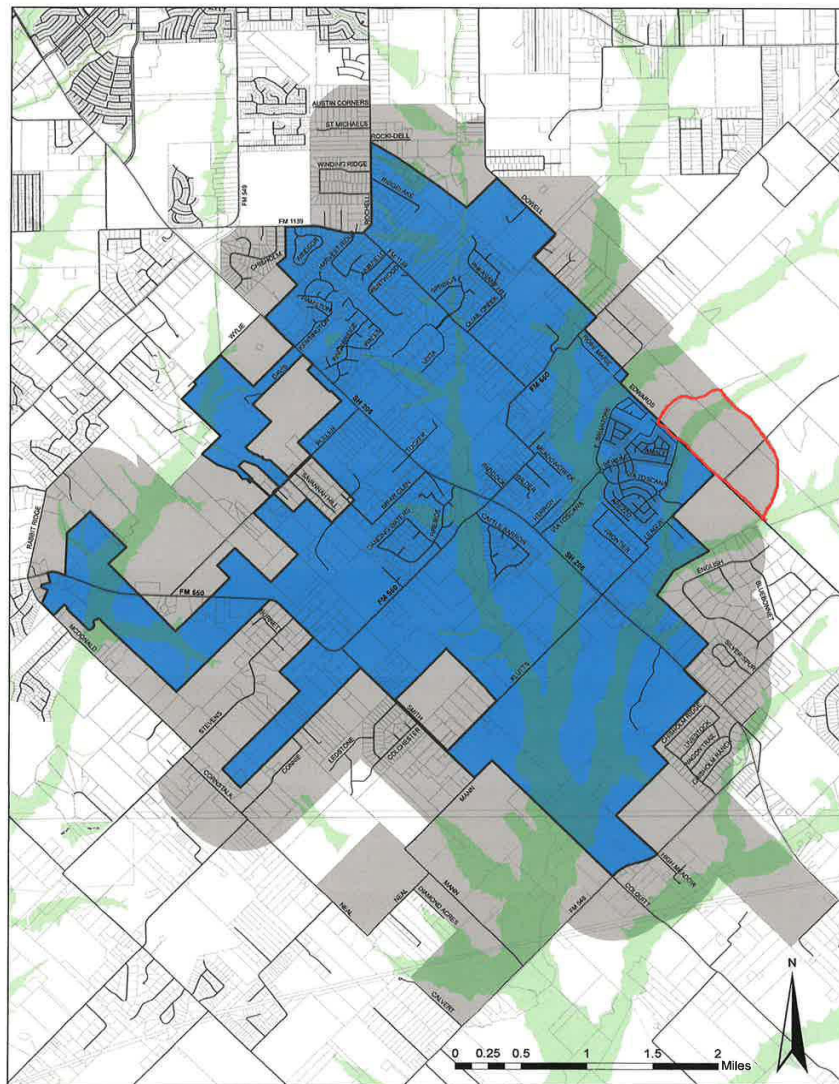
LAND USE SUMMARY	
344 ACRE TRACT (ROCKWALL COUNTY)	
344 ACRE TRACT (INCLUDING OVERLAP FTU)	
FLOODPLAIN ACREAGE (F)	123.34
DEVELOPABLE ACREAGE (D)	221.10
TOTAL ACREAGE	
344.64	221.10

EXHIBIT SHOWING MCLENDON-CHISHOLM ETJ AND SUBJECT PROPERTY OUTLINED IN RED

City of McLendon-Chisholm



- McLendon-Chisholm City Limits
- McLendon-Chisholm Extraterritorial Jurisdiction
- Floodplain
- Parcels
- Roads



November 2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM, TEXAS CONSENTING TO THE ADDITION OF CERTAIN LAND INTO RIVER ROCK TRAILS MUNICIPAL UTILITY DISTRICT NO. 2; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on _____, 2023, the City of McLendon-Chisholm, Texas (the "City") received a Petition for Consent to Addition of Land to a Municipal Utility District (the "Petition") executed by DMDS Land Company, LLC, a Texas limited liability company (the "Petitioner"), attached hereto as Exhibit "A"; and

WHEREAS, the Petition seeks to add that certain 297.247-acre tract of land described therein (the "Property") to River Rock Trails Municipal Utility District No. 2 (the "District"), the Property being wholly located in the extraterritorial jurisdiction of the City; and

WHEREAS, Texas Local Government Code, Section 42.0425, provides that land within the extraterritorial jurisdiction of a city, town or village may not be added to the District without the written consent of such city, town, or village; and

WHEREAS, the City Council of the City desires to adopt a Resolution for the purpose of consenting to the inclusion of the Property in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM, TEXAS:

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby gives written consent, pursuant to Section 42.0425, Texas Local Government Code, to the addition of the Property to the District.

Section 3. The City Council of the City officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall and on the official website of the City in the manner and for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 4. This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

PASSED AND APPROVED by the City Council of the City of McLendon-Chisholm,
Texas on the ____ day of _____, 2023.

Keith Short, Mayor

ATTEST:

Shelly Green, City Secretary

(CITY SEAL)

Approved as to Form:

City Attorney

Exhibit "A"
PETITION FOR CONSENT TO ADDITION OF LAND
TO A MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §

COUNTY OF ROCKWALL §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

The undersigned, DMDS Land Company, LLC, a Texas limited liability company (the "Owner"), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.0425 of the Texas Local Government Code, respectfully petitions the City of McLendon-Chisholm, Texas for its consent to the addition of land to River Rock Trails Municipal Utility District No. 2 (the "District"), and in support of this Petition would respectfully show the following:

I.

The approximately 297.247 acres sought to be added to the District (the "Tract") is described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes.

II.

The Tract lies within Rockwall County, and not within the boundaries of any incorporated city or town. The Tract lies within the exclusive extraterritorial jurisdiction of the City of McLendon-Chisholm, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

The Owner is the holder of title to the Tract as shown by the Rockwall County Tax Rolls and conveyances of record. There are no lienholders on the Tract.

IV.

Rockwall County Water Control and Improvement District No. 2 (the "Original District") was organized, created and established pursuant to an Order of the Texas Commission on Environmental Quality (the "Commission"), dated August 14, 2012, pursuant to the terms and provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended. By Order dated January 14, 2021, the Commission approved a request by the Original District to change its name and convert into a municipal utility district operating pursuant to Chapters 49 and 54, Texas Water Code, as amended, and the Commission approved the Original District's request to change its name to River Rock Trails Municipal

Utility District No. 2 and convert into a municipal utility district operating pursuant to Chapters 49 and 54, Texas Water Code, as amended. The District generally is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for residential and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Tract requires the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tract is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be rapidly developed for residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by the Owner, from such information as it has at this time, that the ultimate cost of the development contemplated will be approximately \$89,100,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Josephine, Texas, adopt a resolution giving its written consent to the addition of the Tract to the District.

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RESPECTFULLY SUBMITTED, this 27 day of April, 2023.

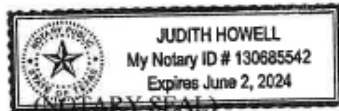
OWNER:

DMDS LAND COMPANY, LLC,
a Texas limited liability company

By: [Signature]
Name: Ryan Horton
Title: manager

THE STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 27 day of April, 2023, by Ryan Horton, manager of DMDS Land Company, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

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EXHIBIT "A"

LEGAL DESCRIPTION

(ANNEXATION INTO RIVER ROCK TRAILS MUD 2)

PORTION WITHIN THE LIMITS OF THE MCLENDON-CHISHOLM ETJ

ROCKWALL COUNTY, TEXAS

(TRACT 1-297.247 acres)

BEING a parcel of land located in the McLendon-Chisholm ETJ, Rockwall County, Texas, being a part of the Franklin Banguss Survey, Abstract Number 7, and being a part of that called 641.6711 acre tract of land described in deed to DMDS Land Company, LLC. as recorded in Document Number 2020-30685, Official Public Records of Rockwall County, Texas, and being further described as follows:

BEGINNING at the west corner of said 641.6711 acre tract, said point being in the approximate centerline of Edwards Road;

THENCE along the northwest line of said 641.6711 acre tract as follows;

North 31 degrees 46 minutes 55 seconds East, 662.30 feet to a point for corner;

North 47 degrees 43 minutes 13 seconds East, 385.15 feet to a point for corner;

North 48 degrees 01 minutes 46 seconds East, 401.63 feet to a point for corner;

South 58 degrees 25 minutes 25 seconds East, 282.59 feet to a point for corner;

North 69 degrees 46 minutes 25 seconds East, 686.17 feet to a point for corner;

North 69 degrees 41 minutes 44 seconds East, 582.63 feet to a point for corner, said point being in the northeast line of the McLendon-Chisholm ETJ;

THENCE along the northeast line of said McLendon-Chisholm ETJ as follows;

South 45 degrees 48 minutes 39 seconds East, 2,249.27 feet to a point for corner;

Southeasterly, 4,144.43 feet following a curve turning to the right, having a central angle of 89 degrees 56 minutes 47 seconds, having a radius of 2,640.00 feet, and whose long chord bears South 00 degrees 50 minutes 16 seconds East, 3,731.77 feet to a point for corner, said point being in the southwest line of said 641.6711 acre tract, said point also being in the approximate centerline of Edwards Road;

THENCE along the southwest line of said 641.6711 acre tract and the approximate centerline of Edwards Road as follows;

North 45 degrees 51 minutes 52 seconds West, 2,640.00 feet to a point for corner;

North 45 degrees 46 minutes 39 seconds West, 1,818.97 feet to a point for corner;

North 45 degrees 47 minutes 06 seconds West, 1,161.60 feet to the POINT OF

BEGINNING and containing 12,948,065 square feet or 297.247 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83)

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.23, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY

OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Delivered Via Certified Mail

RCH Water Supply Corporation

PO Box 2034

PO Box 2318

5763 SH 205 South,

Rockwall, Texas 75032

RE: Notice of Intent to Provide Service to the Incorporated and Annexed Areas of the City of McLendon-Chisholm

To the Board of Directors of RCH Water Supply Corporation:

Pursuant to Texas Water Code § 13.255, the City of McLendon-Chisholm (“City”) hereby provides notice to RCH Water Supply Corporation (“RCH”) of its intent to provide water service to the areas certificated to RCH that are located within the incorporated and annexed areas of the City. The City requested that RCH enter into an agreement with the City to allow the City to acquire all of the service area of RCH.

Attached to this letter is the draft agreement that was provided to Jackie Pullen Board President for the transfer of all of RCH’s water system and customers to the City on September 28, 2022.

At the October 5, 2022 RCH WSC Board Meeting the board motion passed for the transfer agreement from the City of McLendon-Chisholm was reviewed to forward this agreement to attorney for review on proceeding.

A letter enclosed in the March 2023 Billing Statement to customers with the following excerpts:

“The summer of 2022 proved to be a challenging time for our customers and for RCH as well. Through the process of navigating all the requirements placed upon a utility from regulatory agencies and the commitment we have to our customers, the RCH Board of Directors has conducted or participated in town meeting and Board meetings to discuss the future of the RCH Water Supply Corporation. While we are proud of the accomplishments and progress that RCH has made over the years, RCH still has many more improvements that are necessary.

RCH Water Supply Corporation was incorporated in 1961 to provide rural customers with water service that would not otherwise be provided because of the distance between our customers. RCH has grown through fiscal conservatism to a point where

it is now providing suburban level service through a system that was intended for rural customers. The needs of our customers may simply have outgrown RCH and a new provider may be necessary.

To that end, RCH has looked at options of merging the RCH system with the City of McLendon-Chisholm. The discussions have been fruitful, but the merger is not yet finalized.

However, in order to finalize any plan, RCH will conduct an election of our members on the question of whether to dissolve and convey all RCH Water Supply Corporation assets, customers, and property to the City of McLendon-Chisholm. If the election approves of the asset transfer, RCH can proceed with the transfer of customers to the City of McLendon-Chisholm.”

At the March 1, 2023 the Jackie Pullen Board President, “The papers are being drawn up by the RCH WSC attorney and working with the attorney of the City of McLendon-Chisholm to get this transferred over to ya’ll. The decision has not been made. We are in the process of doing all the due diligence that has to be done. You will be receiving a ballot. Voting in favor of the transfer or transfer or not. But there are certain things that are needed to get done. Robin [Baley, H2O Services] when is that ballot going out?”

Robin Baley answered, “They are still in negotiations on that resolution. They are still working on a resolution to even send that out.”

Board Director Steve Hatfield addressed the attendees, “So we sat down with the City. We went and talked to them and we came to an understanding that maybe we need to start talking about that the time has come for the city to take over RCH and take care of the water within the city limits [the entire system]. We are still trying to get this figured out, but in the meantime, we do have to continue moving forward. In the interest of being conservative as we can with the funds that we have. We have no debt at this time. We operate on a cash basis. We have cancelled the contract of the water tower, because we don’t know exactly how that would impact or fit into the plans that the City might have or effect them to become a direct customer of NTMWD. The elevated tank was designed to work in conjunction with a takepoint towards Terrell. You are exactly right we are poor record keepers. We are very frugal with our money that we have here. There is not a lot of debt here. And we are trying to do the best that we can to take care of you our neighbor. I apologize we are bad communicators. This is a big undertaking for us. We got attorneys that we are trying to get to talk to each other to hammer out a deal. These attorneys just take their time. We are all in agreement that RCH needs to be with the City. We don’t need a separate water system from the City at this point in time.”

At the April 5, 2023 meeting the board passed to allow the City of McLendon-Chisholm to inspect the RCH WSC system. Also, the board approved for the RCH WSC attorney to proceed working on information for customers and ballots for review on a potential transfer to the City of McLendon-Chisholm.

The City of McLendon-Chisholm did not receive an update, revisions/amendments of the agreement or was able to review the RCH Water Supply system. In addition to that, RCH WSC did not present to the customer members a ballot measure at the March 29, 2023 meeting.

If an agreement has not been executed within 180 days of after the municipality, in writing, notifies the retail public utility of its intent to provide service to the incorporated or annexed area, and if the municipality desires and intends to provide retail utility services to the area, the municipality, prior to providing service to the area, shall file an application with the utility commission to grant single certification to the municipally owned water or sewer utility or to a franchised utility. If an application for single certification is filed, the utility commission shall fix a time and place for a hearing and give notice of the hearing to the municipality and franchised utility, if any, and notice of the application and hearing to the retail public utility, as provided by the Texas Water Code§ 13.255.

The City of McLendon-Chisholm with a motion to forward this notice was passed on

Sincerely,

Mayor Keith Short
City of McLendon-Chisholm

WATER SYSTEM ASSET TRANSFER AGREEMENT

THIS WATER SYSTEM ASSET TRANSFER AGREEMENT (“Agreement”) is made and entered into by and between **RCH WATER SUPPLY CORPORATION**, a Texas non-profit water supply corporation (“RCH”), and **THE CITY OF MCLENDON-CHISHOLM**, a home rule municipality in the State of Texas (“McLendon-Chisholm”).

RECITALS:

A. RCH is a retail public utility and currently provides water service under Certificate of Convenience and Necessity No. 10087 (“CCN No. 10087”) to certain areas within Rockwall County, Texas, including McLendon-Chisholm;

B. RCH was incorporated in 1961 for the purposes of providing a reliable and safe source of drinking water to the rural community in Rockwall County;

C. Originally funded by loans from the Farmers Home Administration, RCH developed a water supply system that currently serves ___ customers, and operates and maintains that system as required by the Texas Commission on Environmental Quality (“TCEQ”) and the Public Utility Commission of Texas (“PUC”), fulfilling RCH’s original purpose;

D. Rockwall County is currently experiencing substantial growth and development, including in McLendon-Chisholm and RCH’s water service area, and this growth and development requires urban-type services, including water and wastewater services;

E. RCH and McLendon-Chisholm agree that having a single water and wastewater provider is in the best interest of the growing community, and that cities, like McLendon-Chisholm, are in a better position to meet the water and wastewater needs of the community;

F. On _____, RCH held an election of its members in accordance with the requirements of Texas Business Organizations Code Chapter 22 and Texas Water Code Chapter 67, and the members, by majority vote, approved the transfer of RCH’s Assets to McLendon-Chisholm and the dissolution of RCH;

G. RCH, in accordance with this Agreement desires to convey Assets, as hereafter defined, to McLendon-Chisholm, and McLendon-Chisholm desires to acquire the Assets and assume the Liabilities (as hereafter defined) of RCH;

H. McLendon-Chisholm is capable of providing continuous and adequate service to consumers under applicable codes and regulations without unreasonable or unduly burdensome financial impact on McLendon-Chisholm or McLendon-Chisholm’s current and future customers;

I. RCH and McLendon-Chisholm acknowledge that, upon the Closing (herein defined), the customers of RCH will become the customers of McLendon-Chisholm; and

J. RCH and McLendon-Chisholm acknowledge their intention to fully comply with the provisions of Chapter 13 of the Texas Water Code, as applicable, and the corresponding Texas Public Utility Commission ("PUC") regulations concerning the subject matter of this Agreement.

AGREEMENT:

NOW, THEREFORE, the foregoing recitals are incorporated herein and constitute material terms of this Agreement, and for good and valuable consideration and the mutual promises and covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, RCH and McLendon-Chisholm contract, covenant and agree as follows:

I **Assets to be Conveyed**

RCH, in accordance with this Agreement, shall convey and McLendon-Chisholm shall acquire the following assets, hereafter collectively referred to as the "Assets":

1.1 **Utility System.** The retail public utility and water system (the "Utility System") designated by the Texas Commission on Environmental Quality ("TCEQ") as Public Water System I.D. No. 1990012 and the certificated service area defined by CCN No. 10087.

1.2 **Land.** All right, title and interest to the real property listed in Exhibit "A" attached hereto, including RCH's interest in any and all security agreements or deeds of trust and leases, hereafter collectively referred to as the "Land".

1.3 **Improvements.** All right, title and interest of RCH in and to the improvements affixed to and located on the Land which are owned by RCH, including, without limitation, (i) any buildings and other improvements, located on the Land, water wells, storage tanks, pressure tanks, pumps and controls connected to the storage tanks, and service lines and pipes located on the Land, and (ii) all those items specifically listed on Exhibit "B" attached hereto and made a part hereof (collectively, the "Improvements").

1.4 **Property Rights.** All right, title and interest of RCH in and to any land lying in the bed or right of way of any alley, street, road or access way, opened or proposed, in front of, at a side of or adjoining the Land to the centerline thereof ("Adjacent Property Rights").

1.5 **Easements and Appurtenances.** All rights, privileges, and easements, including public utility and pipeline easements, which are owned by or benefit RCH, whether obtained by formal grant, dedication or prescription, and any interest and rights of RCH in other easements, rights-of-way or appurtenances arising or used in connection with the Utility System, whether appurtenant to the Land or in gross, including but not limited to, RCH's

rights and/or access easements used to access the water lines and meters on land owned by customers of RCH, and any other such access rights and sanitary control easements in favor of RCH (the “Appurtenances”).

1.6 **Groundwater.** All right, title and interest of RCH in and to all of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths, and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel (collectively, the “Groundwater”), now or in the future located in, on, or under the Land, together with all associated rights related to the Groundwater, including, without limitation, the right to capture, explore for, drill for, develop, withdraw, produce, transport, and/or otherwise beneficially use such Groundwater, and the right to use the surface of the Land for the exercise of such rights, including the right to ingress and egress, and all permits, licenses, or other governmental authorizations relating to any of the foregoing, including rights under any permit issued by any applicable groundwater conservation district, together with any leases, reservations, or other legal entitlements of RCH that allow the holder to produce Groundwater in Rockwall County for the purpose of supplying a public water system.

1.7 **Tangible Personal Property.** All of RCH’s right, title, and interest in and to items of furniture, fixtures, equipment, machinery, supplies, and other items of tangible personal property owned or leased, used or held for use by RCH and affixed, attached to, placed, or located on the Land or used by RCH in connection with the ownership, operation, and/or maintenance of the Utility System, including, without limitation, all facilities, water lines, distribution lines, tanks, pumps, pipes, fittings, treatment equipment, meters, ground and elevated storage, water in all facilities and in storage, tools, vehicles, trailers, fuel tanks, fences, fill dirt and clay, copies of records (which shall include, without limitation, bills, employment and customer files, operational records, and insurance records), permits, materials and supplies, and inventories (which shall include, without limitation, those items identified on Exhibit “C” attached hereto and made a part hereof) (collectively, the “Tangible Personal Property”).

1.8 **Intangibles.** With the exception of the Intangibles to be excluded that are listed on Exhibit “C”, and to the extent assignable, all of RCH’s rights, title, and interest in and to (i) all plans, drawings, specifications, surveys, engineering reports, and other materials related to the Land and/or the Utility System, which are conveyed without representation or warranty as to the information or conclusions set out therein; (ii) warranties and guaranties related to the Improvements and the Tangible Personal Property; (iii) licenses, permits, franchises, approvals, and any other development rights and benefits relating to the Land, including, without limitation, all correspondence, permits, CCN, and reports to or from the PUC related to the Utility System; and (iv) all software and intellectual property rights, as well as rights under any insurance policies, including, without limitation, automobile, property, or liability insurance, and all of RCH’s rights and interest under any claims, causes of action, and judgments (collectively, the “Intangibles”) which shall include, without limitation, those Intangibles also listed on Exhibit “C”.

1.9 **Deposits and Monies.** All of RCH's right, title and interest on the Closing Date in monies and customer security deposits, if any, with accrued statutory interest, excluding the Membership Fee (herein so called) listed on Schedule "1" attached hereto, held by RCH or in RCH accounts held at a bank or other financial institution (collectively, the "Deposits"). RCH shall be responsible for returning the Membership Fees to the appropriate members and McLendon-Chisholm shall have no responsibility or liability with regard to the Membership Fees. This provision, as it relates to the Membership Fees, shall survive Closing, as that term is hereafter defined.

1.10 **Contractual Rights.** All rights, obligations, and interests in RCH's contractual rights and liens, to the extent those rights and obligations are assigned to McLendon-Chisholm as provided by this Section 1.10.

1.10.1 RCH represents that Exhibit "D" contains a complete list of RCH's contracts relating to the ownership, operation, maintenance, repair and billing related to the Utility System, provided this Section 1.10 does not include contracts with customers for retail water service. RCH further represents that Exhibit "D" is true and correct list of all written contracts that may be described by this Section 1.10.

1.10.2. RCH and McLendon-Chisholm shall cooperate during the Review Period to determine which contracts, if any, listed in Exhibit "D" will be assigned to McLendon-Chisholm. To the extent any contracts listed in Exhibit "D" that are related to the Utility System and are terminable at will, or otherwise terminable without causing a breach by RCH, RCH shall, at McLendon-Chisholm's request, terminate any or all of such contracts simultaneously with the Closing. McLendon-Chisholm may, but is not obligated to, accept the assignment or partial assignment of any contracts listed in Exhibit "D" that are related to the Utility System not otherwise terminated (collectively, "Transferred Contracts").

II. **Consideration**

2.1. As consideration for the acquisition of the Assets, McLendon-Chisholm will assume all of RCH's liabilities and pay all debts of RCH (collectively, the "Liabilities"), perform all obligations of RCH, and will provide water service for the service area of RCH (collectively, the "Consideration"). The Liabilities are listed in Exhibit "E" of this Agreement. RCH hereby acknowledges and agrees the sufficiency of the Consideration and that the payment and assumption of Liabilities and assumption of service obligations for RCH's customers is a fair and equitable benefit received. This Section II shall survive Closing, as that term is hereafter defined.

III. **Representations, Warranties, and Covenants**

RCH and McLendon-Chisholm represent and warrant to the following, which representations and warranties shall be true and accurate as of the Effective Date (as hereafter defined):

3.1 **RCH's Representations and Warranties.** For purposes of inducing McLendon-Chisholm to enter into this Agreement and to accept conveyance of the Assets, and subject to all other terms and conditions of this Agreement, RCH represents and warrants to McLendon-Chisholm the following, which representations and warranties shall be true and accurate as of the Effective Date through the Closing:

3.1.1 Except for the Transferred Contracts, RCH has not entered into any contract, license, or lease relating to the use or possession of the Utility System including the Assets, which will be binding on McLendon-Chisholm;

3.1.2 RCH has received no written notice of any pending or threatened litigation, condemnation or similar proceeding against RCH, or of any charge or special assessment affecting any of the Assets or any part thereof. RCH shall promptly advise McLendon-Chisholm of any litigation, condemnation or assessments affecting the Assets which is instituted or threatened after the Effective Date;

3.1.3 RCH has received no written notice from any insurance company which has issued a policy with respect to any portion of Land or any of the Assets, or from any Board of Fire Underwriters (or other body exercising similar functions) claiming any defects or deficiencies or requesting the performance of any repairs, replacements, alterations, or other work which have not been complied with. RCH shall promptly advise McLendon-Chisholm of any such notice received by RCH after the Effective Date;

3.1.4 RCH has received no written notices of any civil or criminal suits, or other judicial proceedings or judgments affecting the Assets and no civil or criminal suits, or other judicial proceedings or judgments affecting the Assets are pending. RCH has received no written notice of violations, or other administrative proceedings or judgments relating to the violation of any laws, ordinances, regulations, codes, orders or other requirements affecting the Assets, including but not limited to written notices from the TCEQ, the United States Environmental Protection Agency, or the PUC, for which the violations or other administrative proceedings remain unresolved. RCH shall promptly advise McLendon-Chisholm of any such notice, suits or other proceedings or judgments; or of any written notice from TCEQ, PUC, or any other third party that any violation, action, or proceeding is pending or threatened that questions the validity or enforceability of this Agreement or any action taken or to be taken pursuant hereto which come to RCH's knowledge after the Effective Date;

3.1.5 Except for any portions of the Utility System located in a public right-of-way and otherwise provided by this Section 3.1.5, RCH is the owner of, lessee, or licensee of all easements, rights-of-way, or appurtenances listed in Exhibit A of this Agreement;

3.1.6 RCH has all requisite power, authority, authorization and consents necessary to make, execute, deliver and perform this Agreement and all instruments and agreements contemplated hereby and obtain any and all required approvals to perform its obligations hereunder and to consummate the transactions contemplated hereby;

3.1.7 The execution, transaction, delivery and performance of this Agreement by RCH and the consummation by RCH of the transaction contemplated hereby has been duly authorized and approved by the governing board of directors of RCH and no other action on the part of RCH is necessary to authorize the execution, delivery and performance of this Agreement by RCH or the consummation of this transaction contemplated hereby;

3.1.8 This Agreement has been duly executed and delivered by RCH and is a valid and binding obligation of RCH subject to applicable law;

3.1.9 The persons signing this Agreement on behalf of RCH are authorized to do so;

3.1.10 RCH has not knowingly stored, disposed of, or permitted the release or threatened release of any hazardous substances or hazardous wastes on, from, or under the Land in violation of law (for purposes of this Agreement, the terms "disposal," "release," "threatened release," "hazardous substances," and "hazardous wastes" shall have the definitions assigned thereto by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended);

3.1.11 RCH has received no notice of a condition existing with respect to the Assets that violates any restrictive covenant, or any city, county, state or federal regulation, ordinance or statute, including the violation of any zoning ordinance or use restriction;

3.1.12 RCH is not aware of any underground storage tanks located on the Land or of any underground storage tanks previously located on the Land and subsequently removed and filled;

3.1.13 RCH has not conveyed to any person or entity other than McLendon-Chisholm any rights in, or any rights to acquire any interest in any of the Assets;

3.1.14 RCH is not aware of any previous use of the Land as a dump site or landfill;

3.1.15 There are no leases relating to the Land and there are no contracts relating to the Assets, including but not limited to, service, maintenance, supply and/or employment contracts, other than the Transferred Contracts and those contracts that will be canceled on or before Closing, and all sums due pursuant to any such contracts will be paid by RCH on or before Closing;

3.1.16 RCH shall convey to McLendon-Chisholm at Closing the Assets subject to the terms of this Agreement;

3.1.17 RCH has not defaulted under any promissory note, deed of trust, loan or other type of indebtedness or under any contract or committed any act that with the passage of time or giving of notice would result in a default under any indebtedness or contract;

3.1.18 RCH represents that there are no liens on the Assets or revenues of the Utility System; and

3.1.19 As of the date of Closing, Utility System is fully operational, is in full compliance with all regulatory requirements, and that it has provided McLendon-Chisholm with copies of all documentation related to the history of regulatory compliance of the Utility System.

By executing and delivering the documents listed in this Agreement, RCH shall be deemed to have made all of the foregoing representations and warranties as of the Closing Date. Should any of the foregoing representations and warranties be found to be incorrect on or prior to Closing, RCH shall notify McLendon-Chisholm and use all reasonable efforts to cure same by Closing; provided, however, in no event shall RCH be required to incur any costs or expenses in connection with its cure of same. If RCH is unable to cure same by Closing, at McLendon-Chisholm's option, Closing shall be postponed until five (5) business days following McLendon-Chisholm's receipt of proof satisfactory to McLendon-Chisholm that such matters have been cured. Provided, however, if RCH is unable despite reasonable efforts to cure same within ten (10) business days after the originally scheduled Closing Date, McLendon-Chisholm shall have the right to either waive same and proceed to Closing, or terminate this Agreement upon written notice to RCH.

3.2 **RCH's Covenants.** RCH covenants and agrees with McLendon-Chisholm that from and after the Effective Date through the Closing Date:

3.2.1 Upon obtaining knowledge of the institution of any proceedings for the condemnation of the Land or Assets or any associated easements, or any portion thereof, or any other proceedings arising out of injury or damage to the Land or Assets, or both, or any portion thereof, RCH will notify McLendon-Chisholm of the pendency of such proceedings as soon as reasonably possible thereafter;

3.2.2 Upon obtaining knowledge of the institution of any litigation, arbitration or administrative hearing concerning or affecting the Assets, RCH will notify McLendon-Chisholm of the pendency of such proceedings as soon as reasonably possible thereafter;

3.2.3 RCH will not encumber the Assets or allow any encumbrance upon title to the Assets that will not be released at or prior to Closing;

3.2.4 RCH will maintain the Assets, including the Land, the Improvements and Tangible Personal Property, in its current conditions reasonable wear, tear and casualty loss or condemnation loss excepted;

3.2.5 RCH will continue to operate its Utility System business, generally, in the manner it has operated its Utility System business in the past;

3.2.6 RCH will obtain all necessary approvals for the authority, authorization and consents necessary to make, execute, deliver and perform this Agreement and all instruments and agreements contemplated hereby;

3.2.7 RCH will not enter into any contracts with respect to the Assets or the Utility System which will obligate McLendon-Chisholm after Closing;

3.2.8 RCH will not intentionally take or omit to take any action that would have the effect of violating any of the representations, warranties, covenants and agreements of RCH contained in this Agreement;

3.2.9 RCH will maintain all casualty and liability as well as fire and extended property insurance policies currently covering the Assets or any part thereof in full force and effect;

3.2.10 Effective as of the Closing Date, RCH will terminate all leases and contracts, except the Transferred Contracts, relating to the Assets unless RCH and McLendon-Chisholm otherwise mutually agree in writing prior to the Closing Date that certain of such leases or contracts, if any, will not be so terminated; and

3.2.11 If any liens are placed on the Assets or revenues, RCH shall work to remove any liens on the Assets or revenues. To the extent RCH is not able to remove liens, McLendon-Chisholm, at its sole election, may (1) waive this requirement and proceed to Closing, or (2) terminate this Agreement.

3.3 McLendon-Chisholm's Representations and Warranties. McLendon-Chisholm represents and warrants to RCH the following, which representations and warranties shall be true and accurate as of the Effective Date:

3.3.1 McLendon-Chisholm is a municipal corporation;

3.3.2 McLendon-Chisholm has full power and authority to make, execute, deliver and perform this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

3.3.3 The execution, delivery and performance of this Agreement by McLendon-Chisholm and the consummation by it of the transaction contemplated hereby, has been duly authorized and approved by all required action of McLendon-Chisholm and no other action on the part of McLendon-Chisholm is necessary to authorize the execution, delivery and performance of this Agreement by McLendon-Chisholm and the consummation of the transaction contemplated hereby;

3.3.4 To McLendon-Chisholm's knowledge, neither the execution, delivery or performance of this Agreement by McLendon-Chisholm, nor compliance with the terms and provisions hereof, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under the terms of any note, agreement or other instrument by which McLendon-Chisholm is bound;

3.3.5 To McLendon-Chisholm's knowledge, McLendon-Chisholm has received no written notice that any action or proceeding is pending or threatened that questions the validity of this Agreement or any action taken or to be taken pursuant hereto; and

3.3.6 This Agreement has been duly executed and delivered by McLendon-Chisholm and is a valid and binding obligation of McLendon-Chisholm subject to applicable law.

3.4. The representations, warranties, and covenants in Section 3.1 shall survive Closing for a period of two (2) years from the date of Closing.

IV.

Review Period and Right to Inspect

4.1 McLendon-Chisholm's Right to Inspect. Within fourteen (14) days after the Effective Date, RCH shall make available for reasonable inspection and copying by McLendon-Chisholm, at RCH's office during regular business hours, the following, to the extent in RCH's control or possession and to the extent not already delivered to McLendon-Chisholm:

4.1.1 All environmental reports, structural reports, engineering reports, soils tests results, evaluations, maps, traffic studies, flood control plans, drainage plans, and any and all other reports, studies or the like relating to the Assets;

4.1.2 All notices from any governmental agencies affecting the Utility System or the Land;

4.1.3 All current licenses, permits and other governmental licenses or approvals relating to the Utility System;

4.1.4 All surveys, title records, title documents (including any title insurance policies), debt instruments, liens, insurance policies, contracts, easement documents, and deeds;

4.1.5 Any engineering reports and plans and specifications relating to the Assets; provided, however, all such reports are delivered without representation or warranty as to the content;

4.1.6 True copies of any leases and contracts relating to the Assets, including but not limited to the contracts listed in Exhibit "D", and copies, if any, of any documents or records related to any beneficial interests, including but not limited to, security agreements, deeds of trusts, promissory notes or leases held by RCH;

4.1.7 A list of all customers of RCH, the current accounts receivable for such customers, and the amount of each customer's deposit, if any, with accrued statutory interest, together with copies of statements for all deposit accounts held by RCH;

4.1.8 Copies of all insurance policies and financial instruments related to the Utility System, Assets, or RCH; and

4.1.9 Copies of all warranties and guaranties related to the Assets.

4.2 Review Period. At any time from and after the Effective Date, McLendon-Chisholm its agents, employees, consultants, or invitees shall have the right, at its sole cost, to order title work to obtain title policies insuring the title to the Land, to order surveys or inspections, and enter upon the Land during normal business hours and upon reasonable advance notice to RCH to inspect the Land or to conduct feasibility studies regarding the Assets, and shall have the further right to access those portions of the Utility System located on property other than the Land, if any, (but only to the extent authorized by that landowner) to conduct feasibility studies. McLendon-Chisholm, its agents, employees, consultants and invitees shall have such right of entry only during normal business hours and upon reasonable advance notice to RCH for purposes of conducting all such studies, inspections, tests and examinations deemed necessary by McLendon-Chisholm. All said studies, tests, inspections and examinations (collectively, the "Reports") shall be at McLendon-Chisholm's expense. McLendon-Chisholm shall provide RCH a copy of the Reports but failure to provide such copies to RCH shall not be considered a default under this Agreement. As used herein, the "Review Period" shall mean the period commencing on the Effective Date and ending on the date McLendon-Chisholm files the Application, as that term is defined in Section 7.1, with the PUC. During the Review Period, and subject to approval of both parties, RCH or McLendon-Chisholm may substitute any of the exhibits listed in this Agreement.

4.3 McLendon-Chisholm's Right to Review Books. During the Review Period, RCH shall make available for reasonable inspection and copying by McLendon-Chisholm and McLendon-Chisholm's accountants and other representatives, at RCH's office during regular business hours, the books and records of RCH with respect to the operation of the Assets. All such copying costs shall be borne by McLendon-Chisholm.

4.4 McLendon-Chisholm's Title Commitment and Review. McLendon-Chisholm, within its sole discretion and at McLendon-Chisholm's sole expense, may procure within sixty (60) days after the Effective Date, a commitment for title insurance on any of the Assets that McLendon-Chisholm desires. RCH shall not be required to provide an owner's policy for title insurance for any portions of the Assets, but RCH shall otherwise cooperate with McLendon-Chisholm in the review by McLendon-Chisholm of any title commitment applied for, or obtained by, McLendon-Chisholm. McLendon-Chisholm will have twenty (20) days after the receipt of the title commitment with respect to any particular portion of the Assets to review such title commitment and to deliver to RCH written notice by hand delivery or overnight delivery, receipt requested, of any objections to the matters set forth in such title commitment. Any items to which McLendon-Chisholm does not object with during this 20-day period will be deemed to be "Permitted Exceptions." As to items in the title commitment to which McLendon-Chisholm timely makes objections to in writing to RCH, RCH shall have a period of ten (10) days during which it may, but shall have no obligation to cooperate with McLendon-Chisholm to attempt to effectuate the cure of such objections such that RCH's covenants or representations in this Agreement are not false or misleading. At the end of the twenty (20) day period (if no objections

are made by McLendon-Chisholm), or the ten (10) day period (if objections are made by McLendon-Chisholm), McLendon-Chisholm shall have the right, as its sole and exclusive remedies, to either terminate this Agreement, or waive such title objections and proceed to Closing.

4.5 Termination by McLendon-Chisholm. Except as otherwise provided in this Agreement, McLendon-Chisholm shall have the right to terminate this Agreement for any reason prior to date of a Determination Notice (herein defined) by providing written notice to RCH, and all rights and obligations hereunder shall terminate, except those expressly providing otherwise.

V. Remedies

5.1 RCH's Remedies. In the event McLendon-Chisholm (i) fails or refuses to consummate the acquisition of the Assets pursuant to this Agreement at the Closing, (ii) fails to perform any of McLendon-Chisholm's other obligations hereunder either prior to or at the Closing for any reason other than the breach of any of RCH's representations, warranties or covenants, or other failure by RCH to perform its obligations hereunder, or (iii) otherwise breaches this Agreement, RCH shall be entitled as its sole and exclusive remedy to: (a) terminate this Agreement by giving McLendon-Chisholm timely written notice of such election prior to Closing or (b) waive the default and close the transfer of the Assets pursuant to the terms hereof.

5.2 McLendon-Chisholm's Remedies. In the event RCH (i) fails or refuses to consummate the conveyance of the Assets pursuant to this Agreement at Closing, (ii) fails to perform any of RCH's other obligations hereunder either prior to or at the Closing for any reason other than the breach of any of McLendon-Chisholm's representations, warranties or covenants or McLendon-Chisholm's failure to perform its obligations hereunder, or (iii) otherwise breaches the Agreement, McLendon-Chisholm shall be entitled as its sole remedy to either: (a) terminate this Agreement by giving RCH timely written notice of such election prior to Closing or (b) waive the default and close the transfer of the Assets pursuant to the terms hereof.

VI. Closing

6.1 Closing Date. The Closing (herein so called) shall be held at a location that may be mutually agreed upon by RCH and McLendon-Chisholm on the date ("Closing Date") which shall be no later than sixty (60) days following receipt of a Determination Notice (hereafter defined). RCH and McLendon-Chisholm acknowledge that the Closing cannot occur before 120 days from the date the application is declared administratively complete by the PUC pursuant to Texas Water Code § 13.301, unless approved by the PUC to close earlier.

6.2 Closing Matters.

6.2.1 At Closing, RCH shall:

- (a) Deliver all keys to the Assets to McLendon-Chisholm;

- (b) Deliver control of the Assets to McLendon-Chisholm;
- (c) Deliver control of the equipment or other Tangible Personal Property, if any, listed as part of the Tangible and Intangible Personal Property on Exhibit "C" to McLendon-Chisholm;
- (d) Deliver an updated list of all customers of RCH, the service address for each customer, a final meter reading for, or a meter reading associated with the last bill sent by RCH to, each customer, the accounts receivable for such customers, and the amount of each customer's deposit, with accrued statutory interest, certified by RCH to be true and correct as of the day immediately preceding Closing;
- (e) Deliver to McLendon-Chisholm evidence of payment of all bills by RCH;
- (f) Grant to McLendon-Chisholm the authority to provide the necessary consents of RCH to PUC with respect to the proposed maps, certificates, and the recommendation for approval and issuance or decertification of the CCN, and authorize the PUC to effectuate the transfer of the Utility System upon receipt of McLendon-Chisholm's signed consent form without the further involvement of RCH, including without limitation executing all necessary consent documents on behalf of RCH; and
- (g) Deliver consents to assignment and assignment of any Transferred Contract listed in Exhibit "D" to which McLendon-Chisholm has agreed to accept assignment.

6.2.2 At Closing, RCH shall execute, deliver, and acknowledge the following documents:

- (a) A copy of an Affidavit of Closing, in substantially the form attached hereto as Exhibit "F", and any and all documents which McLendon-Chisholm may reasonably request after the Closing to evidence the consent and agreement of RCH for decertification of its service area and certification of the service area to McLendon-Chisholm. The agreement set forth in the preceding sentence shall survive the Closing. RCH shall file the Affidavit of Closing with the PUC in accordance with Section 7.1 of this Agreement;
- (b) A Contract Closing Certification, in substantially the form attached hereto as Exhibit "G", which shall include the certification of records and the certification of correspondence, as well as the Engineering Certificate, attached hereto as Exhibit "F-1".
- (c) A Special Warranty Deed and Assignment of Easements, conveying the Land, Appurtenances, easements, Adjacent Property Rights, and any Improvements, in substantially the form attached hereto as Exhibit "H"; and

(d) A Bill of Sale and Assignment of Easements, conveying Tangible Personal Property, Intangibles, Deposits, and Contractual Rights, in substantially the form attached hereto as Exhibit "I".

6.2.3 At Closing, McLendon-Chisholm shall:

(a) Deliver reasonable evidence of McLendon-Chisholm's capacity and authority for the Closing of this transaction;

(b) Provide written acknowledgement and acceptance, without conditions, of RCH's assignment of the Transferred Contracts; and

(c) Execute any and all documents reasonably necessary.

6.2.4 At Closing, RCH shall:

(a) Pay all special taxes or assessments, if any, assessed prior to the Closing Date;

(b) Transfer all revenues for water utility services and Deposits to McLendon-Chisholm; and

(c) Provide all copies of the last billing statement paid for each utility meter, copies of tax assessments (if any), and statements of any other recurring expenses of RCH.

6.3 Winding Up and Termination of RCH. RCH shall comply with all applicable winding-up procedures as provided for by the Corporate Documents and the Texas Business Organizations Code ("Code"), including but not limited to Section 11.051 of the Code. McLendon-Chisholm shall assist RCH with the termination of RCH as an entity, including the preparation and filing of the Certificate of Termination and any other documents necessary to transfer the Assets and dissolve RCH as an entity and to pay reasonable and necessary professional fees and costs incurred therewith. RCH acknowledges that, in accordance with Section 11.356 of the Code, after the Certificate of Termination is filed, RCH will continue to exist for settling affairs of RCH not completed before Closing and that, in accordance with Section 11.357, the persons currently governing RCH will continue to have powers necessary to complete any winding up of RCH not finalized at Closing. RCH and McLendon-Chisholm covenant and agree to work with each other with regard to all matters related to the winding up of RCH. RCH hereby appoints the President of RCH, or his designee, as a representative of RCH, who can be contacted at the address and telephone number set forth in Section 8.4 below to be the contact person for all matters arising after Closing. RCH agrees to start the process to windup RCH within thirty (30) days after the Closing and to file the Certificate of Termination and any other documents necessary to transfer the Assets and dissolve RCH as an entity within six (6) months after the Closing. This deadline may be extended upon written consent by McLendon-Chisholm, which shall not be unreasonably withheld. Notwithstanding any provision

in this Agreement or any closing document to the contrary, these provisions of this Section 6.3 shall survive Closing.

VII. **Conditions Precedent**

7.1 PUC Determination.

7.1.1 Notwithstanding anything in this Agreement to the contrary, the obligations of RCH and McLendon-Chisholm to consummate the transaction contemplated by this Agreement shall be subject to and specifically conditioned upon receipt of the written determination (“Determination Notice”) by the PUC that authorizes the transaction contemplated herein to close in accordance with this Agreement. RCH and McLendon-Chisholm each acknowledge that this purchase and sale transaction must comply with the requirements of Texas Water Code § 13.301 and, therefore, cannot be completed prior to the Determination Notice. McLendon-Chisholm agrees, at McLendon-Chisholm’s expense, to file with the PUC an Application for Sale, Transfer or Merger of a Retail Public Utility (“Application”) as soon as reasonably possible after the Effective Date of this Agreement, and RCH and McLendon-Chisholm agree to cooperate in connection with completing the Application and further agree to support the PUC approval of the Application. The Parties hereby acknowledge that McLendon-Chisholm will not file the Application with the PUC unless and until McLendon-Chisholm _____[secured NTMWD’s approval of an assignment of water supply contract]_____. In this regard, RCH acknowledges that after receipt of the Determination Notice and within 30 days after the Closing Date, McLendon-Chisholm must file with PUC documents evidencing that the purchase and sale transaction contemplated by this Agreement is final and that support the disposition of customer security deposits, if any. Following receipt by PUC of these documents evidencing completion of the transaction contemplated by this Agreement and disposition of customer security deposits, PUC will prepare a proposed map, certificate, and recommendation for both RCH and McLendon-Chisholm to review and consent to before submitting the map, certificate, and recommendation to the PUC for approval and issuance of the CCN. The consent must be received by PUC in order for the PUC to approve the CCN transfer. If the Parties have not received the Determination Notice within eighteen (18) months of the Effective Date, if the Application is contested, or if the PUC denies the Application and such decision is final and non-appealable, either RCH or McLendon-Chisholm may at any time terminate this Agreement upon ten (10) days’ written notice of the other party and neither party shall thereafter have any further rights, liabilities, or obligations hereunder. If PUC requires a hearing and neither RCH nor McLendon-Chisholm terminate this Agreement, this condition precedent provided for herein shall not be satisfied until after PUC enters final, appealable order(s) necessary for the transaction contemplated herein.

VIII. **Miscellaneous**

8.1 Entire Agreement. The Agreement together with the Contract Closing Certification constitute the entire agreement of the parties hereto as to the subject matter hereof and shall supersede any and all prior agreements and understandings of the parties hereto,

whether oral or written. If there is any conflict between this Agreement and the Contract Closing Certification, this Agreement shall control. This Agreement can be amended or modified only by written agreement executed by RCH and McLendon-Chisholm.

8.2 Binding. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Neither RCH nor McLendon-Chisholm may assign its respective rights under this Agreement without the other party's prior written consent.

8.3 Effective Date. The term "Effective Date" as used in this Agreement shall be the date on which this Agreement is executed by the last to sign of RCH and McLendon-Chisholm.

8.4 Notice. Any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered on the date received if delivered by hand to the address shown below for RCH or McLendon-Chisholm, as appropriate, or such notice shall, if deposited in the mail, be deemed to be delivered, whether actually received or not, on the third business day after having been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to RCH or McLendon-Chisholm, as appropriate, at the address shown below. The addresses for RCH and McLendon-Chisholm for all purposes under this Agreement shall be the following:

If to RCH:

RCH Water Supply Corporation
Attn: President

Mail Delivery

Hand Delivery

Phone:
FAX:

With simultaneous copy to:

If to McLendon-Chisholm:

City of McLendon-Chisholm, Texas
Attn: City Administrator

Phone:

And

City of McLendon-Chisholm, Texas

Attn: City Attorney
Phone:

With a simultaneous copy to: Bickerstaff Heath Delgado Acosta LLP
Attn: Emily W. Rogers
3711 S. MoPac Expressway
Building One, Suite 300
Austin, TX 78746
Phone: 512-472-8021
FAX: 512-320-5638

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other party.

8.5 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

8.6 Applicable Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Any action in law or equity brought to enforce or interpret any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Rockwall County, Texas.

8.7 Counterparts, Faxes and PDFs. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A telecopied facsimile or portable document format copy of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. However, each party agrees to promptly deliver to the other party an original, duly executed counterpart of this Agreement.

8.8 Section Headings. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

8.9 Business Days. In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

8.10 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question

invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

8.11 Exhibits. All references to exhibits contained herein are references to exhibits attached hereto, all of which are made a part hereof. It is expressly understood that if any exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated hereby prior to or at the time of execution and delivery thereof.

8.12 Negotiation by Counsel. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and agree that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

8.13 Modification; Assignment; and Benefit. This Agreement shall be subject to change or modification at any time, but only with the mutual, written consent of all of the Parties hereto. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto, such consent to not be unreasonably withheld, conditioned or delayed. This Agreement shall be for the sole and exclusive benefit of the Parties and third-party beneficiaries, if any, are hereby expressly disclaimed.

8.14 No Waiver. No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind.

8.15 Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement, including but not limited to, acquiring easements or rights-of-way necessary to operate the Utility System, and to complete the contemplated transaction.

8.16 Legal Construction. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

IN WITNESS WHEREOF, this Agreement has been duly executed in multiple counterparts (each of which is to be deemed original for all purposes) by the parties hereto on the date appearing opposite each party's signature.

[Signatures on next pages]

RCH WATER SUPPLY CORPORATION

Date: _____, 2023

By: _____
_____, President

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of RCH Water Supply Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the RCH WATER SUPPLY CORPORATION, and that he executed the same as the President of the RCH WATER SUPPLY CORPORATION for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public
The State of Texas

CITY OF MCLENDON-CHISHOLM, TEXAS

Date: _____, 2023

By: _____
Keith Short, Mayor

APPROVED AS TO FORM:

Michael Halla, City Attorney
City of McLendon-Chisholm, Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Keith Short, City Manager of the City of McLendon-Chisholm, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the CITY OF MCLENDON-CHISHOLM, and that he executed the same as the act of the CITY OF MCLENDON-CHISHOLM for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public
The State of Texas

EXHIBIT "A"

LAND

EXHIBIT “B”
IMPROVEMENTS

EXHIBIT "C"

TANGIBLE PROPERTY AND INTANGIBLES

Tangible Property

[list vehicles and equipment][

Contents of _____ located at _____:
including all hand tools, pipes, fittings, clamps, dressers, shelving, cabinets, benches, etc.

Contents of Office located at _____:
including furniture, filing cabinets, shelving, tables, chairs, folding machine, printers, computers, server, office supplies, kitchen contents, etc. Customer files containing service agreements will also be included.

Contents of _____ located at _____:
including the chemical room and meter room, pipes, tools, etc. The LAS and Chlorine chemical bottles are rented from _____.

System Maps: All maps including as-builts and full system maps.

All documents and papers including corporate minute books, official records, and public information of any kind, whether in written or other form, member/customer lists, tariff, deeds and easements, usage reports, field operator reports, backflow reports, project files, purchase and sales records, personnel and independent contractor records, invoices, environmental control records, maintenance records, operating and management manuals, computer systems and software documentation, and forms.

Tangible property located on the three parcels of real estate owned by RCH Water Supply Corporation including all buildings, water storage tanks, generators, piping, equipment, etc. located in or on the property:

Entire water distribution system including water lines, pipes, clamps, fittings, meters, flush and fire hydrants, valves, and appurtenances.

All Deposits.

Intangible Property

Certificate of Convenience and Necessity (CCN) #10087 issued by the Public Utility Commission.

All right, title, and interest in and to all of the following assets owned by RCH Water Supply Corporation including the name “RCH Water Supply Corporation” and any variant of the name as well as all promotional designs, concepts, literature, advertising lay-outs, designs, and concepts.

All permits, licenses, franchises, consents, authorities, special authorities, and other similar acts of any government body (federal, state, local, or foreign) held by RCH Water Supply Corporation that may be lawfully assigned or transferred, subject to any action by such body that may be required in connection with such assignment or transfer.

Any all causes of action, uncollected receivables, refunds, customer security deposits, tax credits, franchise tax receipts, general intangibles and easements owned by RCH Water Supply Corporation.

SCADA Software
Software Serial #

Website:
Provider:
Domain name expires
Hosting contract expires

Federal Communications Commission (FCC) Registration #:

EXHIBIT "D"
CONTRACTUAL RIGHTS

EXHIBIT "E"

LIABILITIES

None

EXHIBIT "F"

AFFIDAVIT OF CLOSING

TEXAS PUBLIC UTILITY COMMISSION

DOCKET NO. _____

STATE OF TEXAS

COUNTY OF ROCKWALL

AFFIDAVIT OF CLOSING

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of RCH Water Supply Corporation, a non-profit water supply corporation ("Seller"), personally known to me to be the person whose name is subscribed hereto and upon his/her oath deposed and stated that:

"I am a citizen of the United States, of legal age, and have never been known by any other name than set out below; I am _____, President of RCH Water Supply Corporation, authorized agent of Seller, and am authorized to make this affidavit on its behalf.

Seller and City of McLendon-Chisholm ("Buyer") entered into that certain Water System Asset Transfer Agreement dated effective as of _____ ("Contract"), which provided for the sale and transfer to Buyer of Seller's water supply system, consisting of real property rights, easements, pipelines and related infrastructure and personal property as more fully described in the Contract (collectively the "Assets"), located within or to serve the area designated by the Commission under Water CCN No. 10087 ("Transfer Area").

Pursuant to the terms of the Contract the Seller has agreed that upon closing it will decertify and transfer the Transfer Area within its CCN No. 10087 to Buyer so that the area may be certificated to the Buyer in accordance with Chapter 13 of the Texas Water Code.

The sale and transfer to the Buyer of Seller's water supply system, the decertification of Seller's CCN No. 10087, and the transfer of the Transfer Area to Buyer shall be collectively referred to as the "Transfer."

In addition, after the receipt by the Public Utility Commission ("PUC") of the applicable closing documents, Seller understands that PUC staff will prepare proposed maps, certificates, and recommendations for both the Seller and the Buyer to review and approve before their submittal to the PUC for approval of the Transfer; provided,

however, that Seller understands that it has the right to grant the Buyer the right to consent to the proposed maps, certificates and recommendations on behalf of the Seller.

The Seller hereby certifies that (i) as of the date hereof all of the water supply system and the Assets have been sold to Buyer in accordance with the terms of the Contract, (ii) Seller concurs with the Transfer under the applicable provisions of Chapter 13 of the Texas Water Code, (iii) Seller agrees that the PUC may take action to decertify the Transfer Area from Seller and certificate the Transfer Area to the Purchaser; and (iv) Seller has granted Buyer the authority to provide the necessary Seller's consent to PUC with respect to the proposed maps, certificates and the recommendation for decertification, and approval and issuance of any CCN necessary to effectuate the Transfer, and hereby authorizes the PUC to effectuate the Transfer upon receipt of Buyer's signed consent form without the further involvement of Seller, including, but not limited to, executing all necessary consent documents on behalf of the Seller.

Executed this _____ day of _____, 20__."

Brian, Andrews, Affiant

SUBSCRIBED AND SWORN TO before me on _____, 20__ by
_____, President of RCH Water Supply Corporation, on behalf of said corporation.

SEAL

Print name: _____

Notary Public for the State of Texas
Commission expires: _____

EXHIBIT "G"

CONTRACT CLOSING CERTIFICATION

Date: _____, 20____ (the
"Closing Date")

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of RCH Water Supply Corporation, a Texas non-profit corporation ("Seller"), personally known to me to be the person whose name is subscribed hereto and upon his/her oath depose and state that:

I am of legal age, and have never been known by any other name than set out below; I am _____, President of Seller, and am authorized to make this affidavit on its behalf.

1. Seller and the City of McLendon-Chisholm ("Buyer") entered into that certain Water System Asset Transfer Agreement dated effective as of _____ 2023 ("Agreement"), which provided for the sale and transfer of Seller's water supply system, consisting of real property rights, easements, pipelines and related infrastructure and personal property as more fully described in the Agreement (collectively the "Assets"), located within or for the purpose of serving the area designated by the Public Utility Commission of Texas under Water CCN No. 10087.

2. Seller has performed its disclosure obligations under the Agreement by providing the Buyer records and other documents as set out in Article 4 of the Agreement.

3. Seller is the owner of the Assets and has not granted any rights or interests in Assets during the pendency of the Agreement, and there are no leases, contracts of sale, parties in possession, or other contracts for the use or purchase of Assets.

4. Seller has no improvements to the Assets that have not been fully paid for or that could give rise to any mechanic's and materialman's liens or adverse claims.

5. There are no unpaid debts, judgments, taxes, liens, or obligations affecting the Assets.

6. Except as listed on Exhibit "A" hereto, to Seller's knowledge, Seller has not received notice of any condemnation proceeding, proceeding arising out of injury or damage to the Assets, litigation, arbitration, or administrative hearing, adverse claim, violation of applicable law, notice of default, or other proceeding that could adversely affect the Assets.

7. Seller has complied with Seller's Covenants in Section 3.2 of the Agreement.

8. Seller acknowledges that this affidavit is made to induce Buyer to purchase the Assets.

9. To Seller's knowledge, as of the Closing Date, the representations and warranties set out in the Agreement are still true and correct and have not been breached.

10. Seller's engineer has provided an Engineering Certificate, attached hereto as Exhibit "B" to this affidavit.

11. Seller's representations, warranties, covenants, and other agreements set forth in this Contract Closing Certification shall merge on the closing of the transactions contemplated by the Agreement and shall have no further force and effect thereafter.

_____, President
RCH Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

SWORN AND SUBSCRIBED TO under oath by _____, President of RCH Water Supply Corporation, before the undersigned notary public in witness of which I place my hand and seal on this ____ day of _____, 20____.

SEAL

Print name: _____
Notary Public for the State of Texas

Commission expires: _____

Exhibit “A” to Contract Closing Certification

Notice of Claims and Proceedings

Exhibit “B” to Contract Closing Certification

Engineer’s Certificate

EXHIBIT "F-1"

FORM OF ENGINEER'S CERTIFICATE

Engineer's Certificate

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

I, the undersigned ("Engineer"), of the firm of _____, do hereby certify the following:

1. Engineer is familiar with the RCH Water Supply Corporation water utility system, including transmission pipelines, the distributions lines, the storage tanks, pressure tanks, and related appurtenances.

2. In the course of performing engineering services for the RCH Water Supply Corporation, Engineer is not aware of any information regarding the engineering design of such water utility system affecting the current condition and future needs of the water utility system that is not contained in the records of the RCH Water Supply Corporation, except for the following:

3. The word "certify" as used herein is an expression of professional opinion only and shall not be construed or understood to be a statement of fact, a warranty, or a guarantee of any kind, expressed or implied.

NAME OF ENGINEERING FIRM

By: _____

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

SWORN AND SUBSCRIBED TO under oath by _____ before
the undersigned notary public in witness of which I place my hand and seal on this _____ day of
_____, 20_____.

SEAL

Print name: _____

Notary Public for the State of Texas

Commission expires: _____

EXHIBIT "H"

FORM OF SPECIAL WARRANTY DEED AND ASSIGNMENT OF EASEMENTS

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF ROCKWALL	§	

That RCH Water Supply Corporation (hereinafter called "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by the City of McLendon-Chisholm (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged and for the payment of which no lien, express or implied, is retained, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY to Grantee the real property situated in Rockwall County, Texas described in Exhibit "A" attached hereto and made a part hereof (the "Land"), together with (i) any and all improvements located thereon; (ii) all right, title and interest of Grantor, if any, in and to any land lying in the bed of any alley, street, road or access way, open or proposed, in front of, at a side of, or adjoining the Land to the centerline thereof; (iii) to the extent assignable, all rights, privileges, and easements whether appurtenant to the Land or in gross, which are owned by Grantor, including without limitation, those easements more particularly described in Exhibit "B" hereto, and, to the extent such are used by Grantor in connection with Grantor's water treatment and retail water system operated on the Land, the right to access the water lines and other appurtenances on lands owned by customers of the retail water system operated on the Land, all development rights relating to the Land and any other easements, rights-of-way, or appurtenances arising or used in connection with the beneficial use and enjoyment of the Land; and (iv) any and all reversionary interests of the Grantor in and to the Land (the Land and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (iv) above are collectively referred to herein as the "Property"). This conveyance is made and accepted subject and subordinate to (i) any and all matters affecting the state of title to the Property and recorded in the appropriate public records or that would be apparent on a Land survey and (ii) all zoning, building and other laws, regulations and ordinances of any and all municipal, governmental and quasi-governmental bodies and agencies having jurisdiction over the Property or any part thereof (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors to warrant and forever defend all and singular the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor on the _____ day of _____, 2023.

_____, President
RCH Water Supply Corporation

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on this _____ day of _____, _____,
by _____, President of RCH Water Supply Corporation.

Notary Public, State of _____

EXHIBIT “A” TO DEED

LAND

EXHIBIT “B” TO THE DEED
EASEMENTS

EXHIBIT "I"

FORM OF CONVEYANCE, BILL OF SALE, AND ASSIGNMENT

This Conveyance, Bill of Sale and Assignment ("Assignment") is entered into by and between RCH Water Supply Corporation ("Grantor"), a Texas corporation, and the City of McLendon-Chisholm ("Grantee"), a municipal corporation of Texas.

RECITALS

A. Concurrently with the execution and delivery of this instrument, the Grantor is conveying to Grantee by Special Warranty Deed all of that certain parcel of real property, together with improvements thereon ("Improvements"), in Rockwall County, Texas (the "Property"), more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

B. It is the desire of the Grantor to bargain, sell, convey, transfer, set over and assign unto Grantee the following:

- (i) All of the Grantor's right, title and interest in items of furniture, fixtures, equipment, machinery, supplies and other items of tangible personal property presently owned, used or held for use by the Grantor and affixed, attached to, placed or located on the Property or used by the Grantor exclusively in connection with the ownership, operation and/or maintenance of the retail water system operated on the Property ("Utility System"), including without limitation, all facilities, wells, water lines, distribution lines, tanks, pumps, pipes, fittings, treatment equipment, meters, copies of records, permits, materials and supplies, inventories, and those items listed in Exhibit "B" attached hereto and made a part hereof (collectively, the "Tangible Personal Property");
- (ii) All of the Grantor's right, title and interest in Deposits, on the Closing Date;
- (iii) To the extent assignable, all of the Grantor's right, title and interest in and to (a) all plans, drawings, specifications, surveys, engineering reports, and other materials related to the Land and the Utility System, which are conveyed without representation or warranty as to the information or conclusions set out therein; (b) all warranties and guaranties related to the Improvements and the Tangible Personal Property; (c) all licenses, permits, franchises, approvals and any other development rights and benefits relating to the Property; and (d) all insurance policies, software and intellectual property rights, all contract rights, interest in any claims, causes of action or judgments (collectively, the "Intangible Property"); and
- (iv) All of the Grantor's rights under the agreements listed in Exhibit "C" attached hereto and made a part hereof.

C. The Tangible Personal Property, Deposits, and Intangible Property are hereinafter collectively referred to as the "Transferred Properties."

CONVEYANCE, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby BARGAIN, SELL, CONVEY, TRANSFER, SET-OVER AND ASSIGN unto Grantee, its successors and assigns, the Transferred Properties.

TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever, and the Grantor does hereby bind the Grantor and the Grantor's successors to warrant and forever defend all and singular the Transferred Properties unto Grantee, and Grantee's successors and assigns against any person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under the Grantor, but not otherwise.

This Assignment is given pursuant to that certain Closing Agreement dated effective _____ (the "Agreement") by and between the Grantor and Grantee concerning the Property and the Transferred Properties.

This Assignment shall be construed under and in accordance with the laws of the State of Texas and shall be performable in Rockwall County, Texas. This Assignment and the covenants, conditions and agreements herein shall inure to the benefit of and be binding upon the Grantor and Grantee, and their respective heirs, executors, administrators, successors and assigns.

EXECUTED the ____ day of _____, 2023.

RCH WATER SUPPLY CORPORATION:

By: _____
Name: _____
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

 This instrument was acknowledged before me on the ____ day of _____, 2023
by _____, President of RCH Water Supply Corporation.

Notary Public, State of Texas

CITY OF MCLENDON-CHISHOLM

By: _____
Name: Keith Short
Title: Mayor

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023
by Keith Short, Mayor of the City of McLendon-Chisholm.

Notary Public, State of Texas

EXHIBIT “A” TO CONVEYANCE
IMPROVEMENT ON PROPERTY

EXHIBIT "B" TO CONVEYANCE

TANGIBLE PERSONAL PROPERTY AND INTANGIBLES

Tangible Property

[list vehicles and equipment][

Contents of _____ located at _____:
including all hand tools, pipes, fittings, clamps, dressers, shelving, cabinets, benches, etc.

Contents of Office located at _____:
including furniture, filing cabinets, shelving, tables, chairs, folding machine, printers, computers, server, office supplies, kitchen contents, etc. Customer files containing service agreements will also be included.

Contents of _____ located at _____:
including the chemical room and meter room, pipes, tools, etc. The LAS and Chlorine chemical bottles are rented from _____.

System Maps: All maps including as-builts and full system maps.

All documents and papers including corporate minute books, official records, and public information of any kind, whether in written or other form, member/customer lists, tariff, deeds and easements, usage reports, field operator reports, backflow reports, project files, purchase and sales records, personnel and independent contractor records, invoices, environmental control records, maintenance records, operating and management manuals, computer systems and software documentation, and forms.

Tangible property located on the three parcels of real estate owned by RCH Water Supply Corporation including all buildings, water storage tanks, generators, piping, equipment, etc. located in or on the property:

Entire water distribution system including water lines, pipes, clamps, fittings, meters, flush and fire hydrants, valves, and appurtenances.

All Deposits.

Intangible Property

Certificate of Convenience and Necessity (CCN) #10087 issued by the Public Utility Commission.

All right, title, and interest in and to all of the following assets owned by RCH Water Supply Corporation including the name “RCH Water Supply Corporation” and any variant of the name as well as all promotional designs, concepts, literature, advertising lay-outs, designs, and concepts.

All permits, licenses, franchises, consents, authorities, special authorities, and other similar acts of any government body (federal, state, local, or foreign) held by RCH Water Supply Corporation that may be lawfully assigned or transferred, subject to any action by such body that may be required in connection with such assignment or transfer.

Any all causes of action, uncollected receivables, refunds, customer security deposits, tax credits, franchise tax receipts, general intangibles and easements owned by RCH Water Supply Corporation.

SCADA Software
Software Serial #

Website:
Provider:
Domain name expires
Hosting contract expires

Federal Communications Commission (FCC) Registration #:

EXHIBIT “C” TO CONVEYANCE

ASSIGNED AGREEMENTS

Schedule 1
Membership Fees Schedule

City of McLendon Chisholm, Texas

City-wide PHOTO Contest

June 2023

PHOTO CONTEST GUIDELINES

1. **WHO** – All city of McLendon Chisholm residents are encouraged and eligible to participate. The age groups included are:
 - a. 12 years to 18 years old.
 - b. 19 years to 35 years old.
 - c. 36 years to 65 years old.
 - d. over 65.
2. **WHAT** – A city-wide photo contest – residents are encouraged to submit one (1) 8X10 photo (in a cardboard frame), Black and White or Color photos. No computer generation is allowed. Photos must be taken from a phone camera or a regular camera. Only one photo is allowed per person. Theme for the photos: *Why is McLendon Chisholm a great place to live?*
3. **WHEN** – the contest will be open for residents to submit photos from July 12 – August 11, 2023.
4. **WHY** – to provide community esprit de corps and a fun and enjoyable community event. This event is intended to create more community unity.
5. **WINNERS** – a panel of judges will select the top two winners in each age group category (4 categories X 2 winners each = 8 winners – 1st and 2nd place). 1st place in each category will get \$150 and must allow the city of McLendon Chisholm to

professionally frame the photo and display the photo in City Hall for up to one year. Afterward, the framed photo will be returned to the winning photographer. 2nd place will receive \$75. All winners will be recognized and receive their awards at a City Council meeting.

6. COST - Approximate total cost of event: \$1,000



City of McLendon-Chisholm
Staff Report

Date: July 11, 2023

Agenda Item: Review/Action - City-wide Photo Contest

Fiscal Impact: \$1,000 – 4 categories – 1st place \$150; 2nd place \$75 - frames

Background: A city-wide photo contest – residents are encouraged to submit one (1) 8X10 photo (in a cardboard frame), Black and White or Color photos. No computer generation is allowed. Photos must be taken from a phone camera or a regular camera. Only one photo is allowed per person. Theme for the photos: *Why is McLendon Chisholm a great place to live?*

Proposed Motion: Motion to approve/disapprove the city-wide photo contest

Staff Assigned: Konrad Hildebrandt, City Administrator