



**AGENDA**  
**City Council**  
**Tuesday, October 27, 2020**  
**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  
Any citizen who is unable to attend the meeting in person may submit comments by email to [citysecretary@mclendon-chisholm.com](mailto:citysecretary@mclendon-chisholm.com). Comments should be submitted at least two hours prior to the start of the meeting. Comments will be read into the record.
5. APPROVAL OF MINUTES
  - 5.1. Consider approval of October 13, 2020 City Council Minutes 5 - 13  
[10.13.20 City Council Meeting](#)
6. ITEMS FOR CONSIDERATION
  - 6.1. Fire Station Design-Build update and related matters (Requested by Rosborough)
  - 6.2. Discussion and action regarding consideration of a Deposit and Reimbursement Agreement for Sonoma Public Improvement Area District by and between the City of McLendon-Chisholm and Land Solutions SV LLC. (Requested by Palomba) 14 - 21  
[Deposit & Reimbursement Agreement /Professional Services Agreement](#)
  - 6.3. Conduct a public hearing and consider the adoption of an ordinance accepting and approving an amendment and restated service and assessment plan and assessment roll for the Sonoma Public Improvement District, levying special assessments against certain property in Improvement Area #3 of the District, approving a PID Reimbursement Agreement, and making certain findings and determinations relating to the District. (Requested by Palomba) 22 - 250  
[Proposed Ordinance](#)  
[Service & Assessment Plan](#)  
[Sonoma PID Reimbursement Agreement](#)

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|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 6.4. | Presentation, discussion, and possible action regarding SH 205 Sanitary Sewer line award of bid to Double R Utilities in the amount of \$328,647.00 for the Base Bid or \$316,475.20 for the Alternate Bid.(Requested by Palomba and Council Member Kipphut)<br><a href="#">TNP Award of Bid Letter</a><br><a href="#">Overall Sanitary Sewer Layout</a><br><a href="#">Bid Opening</a><br><a href="#">Itemized Bid Tabulation</a>                                                                                                                                                                                                   | 251 - 255 |
| 6.5. | Hold a public hearing to consider the application of Letha Samuel requesting an amendment to a Specific Use Permit to allow Providence Academy, a classical, Christian, University Model School, to allow an enrollment of 175 children for use by Pre-K - 12th grade students and 40 staff members using the existing facilities at Chisholm Baptist Church located at 1388 South State Highway 205, McLendon-Chisholm, also described as Lot 1, Block 1 of Chisholm Baptist Church Addition currently zoned General Business. (Requested by City Planner Mike Coker)<br><a href="#">Staff Report - Providence Academy</a>          | 256 - 257 |
| 6.6. | Discussion and action regarding the application of Letha Samuel requesting an amendment to a Specific Use Permit to allow Providence Academy, a classical, Christian, University Model School, to allow an enrollment of 175 children for use by Kindergarten - 12th grade students and 40 staff members using the existing facilities at Chisholm Baptist Church, located at 1388 South State Highway 205, McLendon-Chisholm, also described as Lot 1, Block 1 of Chisholm Baptist Church Addition currently zoned General Business. (Requested by City Planner Mike Coker)<br><a href="#">Ordinance 2020-13 Providence Academy</a> | 258 - 259 |
| 6.7. | Hold a public hearing regarding a request to amend the Future Land Use Map of the McLendon-Chisholm Comprehensive Plan by changing the land use recommendation for a two acre tract of land fronting on the west side of SH 205 at Davis Lane from Rural Residential to Commercial. (Requested by City Planner Mike Coker)<br><a href="#">Staff report - FLUM Revision</a>                                                                                                                                                                                                                                                           | 260 - 263 |
| 6.8. | Discussion and action regarding a request to amend the Future Land Use Map of the McLendon-Chisholm Comprehensive Plan by changing the land use for a two acre tract of land fronting on the west side of SH 205 at Davis Lane from Rural Residential to Commercial. (Requested by City Planner Mike Coker)<br><a href="#">Ordinance 2020-15 Amending FLUM</a>                                                                                                                                                                                                                                                                       | 264 - 266 |
| 6.9. | Hold a public hearing to consider the application of Paul Davis on behalf of PSB Indemnity Family Ltd Partnership, requesting a zoning change from Agriculture to General Business on a 2-acre tract in the WW Ford Survey, Rockwall CAD Property ID 10820 and 10819, generally located on Davis Lane and State Highway 205, McLendon-Chisholm, TX 75032. (Requested by City Planner Mike Coker)<br><a href="#">Staff Report - Davis Zoning</a>                                                                                                                                                                                      | 267 - 269 |

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|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 6.10. | Discussion and action to consider that application of Paul Davis on behalf of PSB Indemnity Family Ltd. Partnership, requesting a zoning change from Agriculture to General Business on a 5-acre tract in the WW Ford Survey, Rockwall CAD Property ID 10820 and 10819, generally located on Davis Lane and State Highway 205, McLendon-Chisholm, TX 75032. (Requested by Mike Coker)<br><a href="#">Ordinance 2020-14 Amending Zoning - Davis</a>                                                                                  | 270 - 272 |
| 6.11. | Discussion and action regarding consideration of an Interlocal Agreement between the City of McLendon-Chisholm and Kaufman County, Texas authorizing the City of McLendon-Chisholm to regulate subdivision plats and related permits in the Extraterritorial Jurisdiction (ETJ) of McLendon-Chisholm. (Requested by Palomba)<br><a href="#">Staff Report - Interlocal Agreement with Kaufman County - Subdivision Authority</a><br><a href="#">EJT Letter to McLendon-Chisholm</a><br><a href="#">Proposed Interlocal Agreement</a> | 273 - 281 |
| 6.12. | Discussion and action regarding Transfer of Allocation of Coronavirus Relief Funds, as established by the CARES Act, to Rockwall County. (Requested by Palomba)<br><a href="#">Staff Report - Transfer of Allocation of Coronavirus Relief Funds</a><br><a href="#">Coronavirus-Relief-Fund-Guide</a><br><a href="#">Rockwall County-McLendon-Chisholm - CRF Transfer of Allocation</a>                                                                                                                                             | 282 - 293 |
| 6.13. | Discussion and action for approval of utilizing Fire Capital replacement funds for purchasing replacement self-contained breathing apparatus (SCBA) bottles expiring this year. (Requested by Chief Simmons)<br><a href="#">Quote for Replacement SCBA Bottles</a>                                                                                                                                                                                                                                                                  | 294       |
| 6.14. | Discussion and action regarding outdoor weather warning sirens including possible locations, costs, and related matters. (Requested by Chief Simmons)                                                                                                                                                                                                                                                                                                                                                                               |           |
| 6.15. | Discussion and action regarding setting a date, time and identifying agenda topics for a Special Town Hall Meeting.<br><a href="#">Staff Report - Special Town Hall Meeting</a>                                                                                                                                                                                                                                                                                                                                                     | 295       |
| 6.16. | Discussion and action regarding the possibility of rescheduling or cancelling Regular Council Meetings during the 2020 holiday season. (Requested by Palomba)                                                                                                                                                                                                                                                                                                                                                                       |           |
| 6.17. | Discussion and action regarding MC 5K and Fun Run event (Requested by Council Member Woessner)                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |
| 6.18. | Discussion regarding Christmas tree lighting (Requested by Council Member Woessner)                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |
| 7.    | REPORTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |
| 7.1.  | Building Official Report September 2020<br><a href="#">North East Texas Inspection Council report -September 2020</a><br><a href="#">September MC permit count report 2020</a>                                                                                                                                                                                                                                                                                                                                                      | 296 - 301 |

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| 7.2. | Sheriff's Report September 2020<br><a href="#"><u>Sheriff's Report September 2020</u></a>                                                                                         | 302 - 303 |
| 7.3. | Budget Report September 2020<br><a href="#"><u>Budget Report September 2020</u></a>                                                                                               | 304 - 320 |
| 7.4. | McLendon-Chisholm Fire Rescue Report September 2020<br><a href="#"><u>September 2020 Incident Type Calls</u></a><br><a href="#"><u>September 2020 Call by City and County</u></a> | 321 - 323 |
| 7.5. | CWD Report September 2020<br><a href="#"><u>CWD Report September 2020</u></a>                                                                                                     | 324 - 327 |
| 7.6. | Animal Control Report September 2020<br><a href="#"><u>Animal Control Report September 2020</u></a>                                                                               | 328 - 329 |
| 8.   | UPDATES, DISCUSSION AND DIRECTION TO STAFF                                                                                                                                        |           |
| 9.   | 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.

10. ADJOURN

FOOTER

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

I, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m., October 23, 2020 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.





**CITY COUNCIL MEETING**  
**City of McLendon-Chisholm, Texas**  
**Meeting Minutes**  
**October 13, 2020**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, October 13, 2020, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

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

**1. CALL TO ORDER**

Council Member Kipphut called the meeting to order at 6:30 p.m.

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

Council Member Kipphut delivered the Invocation and Council Member Woessner led the Pledge of Allegiance to the U.S. and Texas Flags.

**3. RULES OF DECORUM**

Council Member Kipphut announced the Rules of Decorum are in place and are to be observed throughout the meeting.

**4. CITIZEN COMMENTS**

No Citizen Comments

## **5. APPROVAL OF MINUTES**

### **5.1. Consider approval of September 22, 2020 City Council Minutes**

**MOTION: APPROVE THE MINUTES OF SEPTEMBER 22, 2020 AS PRESENTED**

**MADE BY: Council Member Dahl**

**SECONDED BY: Council Member Woessner**

**APPROVAL: Unanimous by Members Present**

## **6. ITEMS FOR CONSIDERATION**

### **6.1. Fire Station Design-Build update and related matters.**

Ryan Rosborough, owner representative, presented the following items in regards to the new fire station:

1. an updated budget
2. the proposed site plan and floor plan
3. a rendering of the street elevation

Council Member Woessner asked to discuss the options for the building on the right as presented on the site plan. She asked if that is something that can be changed and put somewhere else.

Mr. Rosborough explained the tower is included in the cost now. He further explained that when you start making changes after the contract is signed, you will never get dollar for dollar back. You could probably eliminate all that and build it into the building with the intent to save money. That is a nice feature and has already been included in the contract, so I don't think any money would be saved. If you would like for us to move forward to change that and see what it would save, we can certainly do that.

Council Member Woessner also asked what the upkeep would be on that.

Mr. Rosborough explained it is all masonry so there wouldn't be much upkeep.

Council Member Kipphut stated she feels it would be beneficial to see what the results would be if changes were made.

Mr. Rosborough responded that they can prepare some different options.

Chief Simmons pointed out that if that is eliminated, they will have the cost of putting up a monument sign since all identifying information is on that building.

Mr. Rosborough stated they will bring back options at the next meeting.

Finally, Mr. Rosborough presented an updated Master Schedule for the project.

- 6.2. Presentation followed by Council discussion with Land Solutions SV LLC (Sonoma Verde Developer), Public Improvement District (PID) Administrator, City Financial Advisor and related parties regarding upcoming bond issuance for Sonoma Verde PID Area #3 including but not limited to process for bond issuance, timeline, road maintenance issues (all phases of Sonoma Verde), construction activity, reimbursements and donations to the city and related matters.

Mary Petty, the PID administrator, made a presentation to the Council regarding all things related to the PID Area #3. She presented the following information:

- Developer is requesting that Council move forward with levying assessments for Sonoma Improvement Area #3 (IA #3)
- It is anticipated that infrastructure for IA #3 will be completed by June 2021
- Developer will request the City issue PID revenue bonds to reimburse public infrastructure costs up to \$4.8 million, most likely in 1<sup>st</sup>/2<sup>nd</sup> quarter of 2021
- Overall, infrastructure of IA #3 is similar to IA #2
- The maintenance of certain Authorized improvements, including streets and roads, is provided for in the Administrative Expenses

Rich Alberque, was present to represent the developer, Land Solutions SV LLC (Sonoma Verde Developer).

Council Member Kipphut stated that one thing they were talking about last year was the baseball diamond. She asked what the status of that is.

Mr. Alberque responded that the diamond took a lot of dirt, they ended up having to fill the whole nine acres. They did seed it and irrigate it. Probably 75% of the grass is coming up pretty good, but we had some tremendous rains this year, late spring and early summer which washed it out and we actually re-hydromulched probably three times and we're going to do it again for the fall. We're going to overseed this time with rye with a little bermuda in it. Rye grows very good in the wintertime so that we can open it up in the spring. When the grass is ready in the spring, we'll put up the backstops for the small baseball field and we'll put in two soccer fields with goals as well. It will be usable probably April, May, next year.

Council Member Kipphut pointed out there have been some issues with the roads, primarily with Phase 1. We have had citizens bring it to our attention. I understand that you have been talking to our City Administrator about ways we can work together to get those roads repaired.

Mr. Alberque stated it is Phase 1 roads which were paved with a previous developer. Residential roads are designed to handle heavy traffic. It's not really the weight of the vehicles, it's the conditions of what's underneath the street. We've had a lot of water over the last couple of years and it could have been drier when they built them. What happens is they usually will raise a little bit in some areas, and I think we've seen that on Barrolo where it's raised a little bit and it starts cracking. He stated they have been working with Lisa and there are some issues with some of the roads. They have committed to donating some money. One of the donations is \$100,000 that we would pay when we have received the first payment of their reimbursement of Phase 3. Then they will do another \$100,000 when they do the following PID.

Council Member Kipphut stated that one thing they are thinking about doing, in discussions with the City Administrator, is putting signage at the front of Via Toscana saying that this is for residential use. We don't know how effective that will be, but it will be, at least, a little safer.

Council Member Woessner ask how they can be sure the trucks are doing what they are told to. What is it that you can do?

Mr. Alberque replied that we can actually tell the builders exactly what routes they have to take. The problem is that they have numerous subcontractors, not the same people come out delivering goods all the time, different drivers come out all the time. All we can do is put the signs up like you said and keep the pressure on them constantly.

Council Member Woessner asked if there is some way you can somehow make sure that you're doing this because we do have residents that this is a huge concern to.

Mr. Alberque responded they would actually give them maps and moderate for sure. If we had to have bi-weekly meetings we would do so.

Council Member Woessner requested that he send any information they provide to the builders about this they also send to the City. Mr. Alberque responded they can absolutely do that. Council Member Woessner stated that at that time, they can put it on the city website and let our citizens know that we are doing as much as they possibly can.

Council Member Woessner asked if they have HOA meetings. Mr. Alberque stated they had just had one. They have to have a meeting once a year.

Council Member Kipphut asked if those meetings are open to the public or are they just for the board. Mr. Alberque responded they are open to the public.

Council Member Woessner asked if, when people close on a new property, do they really explain the PID to these people so that they understand. Mr. Alberque responded that the salespeople are trained and P3 does help us. He stated they had not heard of any complaints in that area. People are very well aware of the PID. Council Member Woessner

asked if that is on their website as well, just an explanation of it. Mr. Alberque answered that he did not know if it's on the HOA website, but he will check. He stated they will make sure there is a thorough disclosure and understanding of the PID.

Council Member Woessner asked the City Administrator if there is paperwork on the sewer and how that actually worked in the beginning and taxes and stuff like that. City Administrator Palomba responded she doesn't really have a fact sheet out there, but we can certainly create something if that's what you're looking for. Council Member Woessner responded yes, just something that kind of helps maybe explain how that sewer system was meant to be. City Administrator Palomba replied that Mary with P3 can help with a fact sheet and we can probably include some information on how the infrastructure gets turned over to the city at the time that we accept. We can probably come up with something.

Council Member Woessner reported that they had been told that you guys use a tremendous amount of water. Mr. Alberque responded yes; it is on the earthwork which is almost complete. We do use a lot of water to ensure improvements are completed properly. We did spend more money with the HOA, but that should come back down next year.

Council Member Kipphut stated that for future HOA meetings if they would like to have someone from our city staff or someone from our PID administrator or even someone from Council, they are offering up their services for that.

City Administrator Palomba asked the City Engineer if he thought the roads could wait until next spring for repairs or if there is a safety issue. The City Engineer stated he feels they can wait that long.

- 6.3. Discussion and action regarding a Resolution determining the costs of improvement Area #3 Improvements to be financed by the Sonoma Public Improvement District; approving a Preliminary Amended and Restated Service and Assessment Plan updated for Improvement Area #3, including a proposed Assessment Roll for Improvement Area #3 of Sonoma Public Improvement District; directing the filing of the proposed Assessment Roll with the City Secretary to make available for public inspection and calling for noticing a public hearing for October 27, 2020 to consider an Ordinance levying and assessments on property located within Improvement Area #3 of the Sonoma Public Improvement District; directing city staff to publish and mail notice of said public hearing and resolving other matters incident and related thereto and providing an effective date.

**MOTION: APPROVE A RESOLUTION DETERMINING THE COSTS OF AREA #3 IMPROVEMENTS TO BE FINANCED BY THE SONOMA PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN UPDATED FOR IMPROVEMENT AREA #3, INCLUDING A PROPOSED ASSESSMENT**

**ROLL FOR IMPROVEMENT AREA #3 OF SONOMA PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION AND CALLING FOR NOTICING A PUBLIC HEARING FOR OCTOBER 27, 2020 TO CONSIDER AN ORDINANCE LEVYING AND ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #3 OF THE SONOMA PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO AND PROVIDING AN EFFECTIVE DATE.**

**MADE BY: Council Member Dahl**  
**SECONDED BY: Council Member Woessner**  
**APPROVED: Unanimous by Members Present**

6.4. Appointment of Alternates to the Economic Development Committee

**MOTION: APPROVE APPOINTMENT OF TWO ALTERNATES, CHRISTIAN GIADOLOR AND MANNY ARIAS, TO THE ECONOMIC DEVELOPMENT COMMITTEE**

**MADE BY: Council Member Dahl**  
**SECONDED BY: Council Member Woessner**  
**APPROVED: Unanimous by Members Present**

6.5. Discussion and action designating an official newspaper and an alternate official newspaper for required notices.

**MOTION: APPROVE A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER, THE ROCKWALL HERALD BANNER, AND AN ALTERNATE OFFICIAL NEWSPAPER, THE DALLAS MORNING NEWS, FOR REQUIRED NOTICES.**

**MADE BY: Council Member Dahl**  
**SECONDED BY: Council Member Woessner**  
**APPROVED: Unanimous by Members Present**

6.6. Discussion and action regarding consideration of Letter of Engagement with Murrey Paschall & Caperton, P.C. for auditing City of McLendon-Chisholm financial statements for Fiscal Year 2019-2020 for a price not to exceed \$15,000.00

**MOTION: APPROVE A LETTER OF ENGAGEMENT WITH MURREY PASCHALL & CAPERTON, P.C. FOR AUDITING CITY OF MCLENDON-CHISHOLM**

**FINANCIAL STATEMENTS FOR FISCAL YEAR 2019-2020 FOR A PRICE  
NOT TO EXCEED \$15,000.00**



**MADE BY:** Council Member Dahl  
**SECONDED BY:** Council Member Woessner

Council discussed the process of retaining an Auditor and how long we have been using this firm.

**MOTION WITHDRAWN**

**MOTION: DIRECT STAFF TO PREPARE AN RFQ FOR ENGAGING AN AUDITOR FOR THE MCLENDON-CHISHOLM FINANCIAL STATEMENTS FOR FISCAL YEAR 2019-2020.**

**MADE BY:** Council Member Dahl  
**SECONDED BY:** Council Member Woessner  
**APPROVAL:** Unanimous by Members Present

- 6.7. Discussion and action for approval of utilizing Fire Capital replacement funds for purchasing replacement self-contained breathing apparatus (SCBA) bottles expiring this year and for vehicle upgrades to Command 1 and Squad 1 not to exceed \$17,000.

Chief Simmons brought this request to the Council. He explained he is requesting to buy ten bottles this year and then follow up with ten more next year. Also, we do have some things on Command 1 and Squad 1 which need to be upgraded. The bottles will be approximately ten to twelve thousand and the remaining funds will be used on the vehicles.

Council Member Kipphut stated she would like to see a spread sheet with a price breakdown at the next meeting with an explanation of the need.

This item was Tabled until the next meeting.

**7. COUNCIL REPORTS ON ITEMS OF COMMUNITY INTEREST**

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.

**Council Member Woessner** asked the City Administrator if she had heard from anyone from the Red Hat group or any other event using the chambers. City Administrator Palomba answered that we have not heard from anyone at this time, but we have turned down several groups requesting to use the room. We have been limiting the use of the room to only city events.

**Council Member Kipphut** reported that the bricks are in from the brick campaign and they will be installed and ready for the Veterans' Day event on November 11, 2020.

## **11. ADJOURN**

There being no further business to discuss, Council Member Kipphut adjourned the meeting at 7:39 p.m.

APPROVED:

\_\_\_\_\_  
Lorna Kipphut  
Council Member Place

ATTEST:

\_\_\_\_\_  
Rochelle Green, City Secretary

**CITY OF MCLENDON-CHISHOLM, TEXAS  
DEPOSIT AND REIMBURSEMENT AGREEMENT FOR A  
PUBLIC IMPROVEMENT DISTRICT**

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT FOR THE SONOMA PUBLIC IMPROVEMENT DISTRICT (this "**Agreement**") is made and entered into as of October 1, 2020, by and between the CITY OF MCLENDON-CHISHOLM, TEXAS (the "**City**"), and LAND SOLUTIONS SV LLC, a Texas corporation (the "**Developer**").

WHEREAS, the City has created the Sonoma Public Improvement District (the "**District**"), public improvement district in accordance with Texas Local Government Code, Chapter 372, as amended (the "**PID Act**"), to fund a portion of the costs of certain public improvements that will specially benefit certain property within the District; and

WHEREAS, the Developer plans to develop approximately 63.7679 acres of property to be known as "Improvement Area #3" (the "**IA #3 Property**") described by metes and bounds in **Exhibit A** attached to this agreement and incorporated herein for all purposes; and

WHEREAS, the Developer has requested that the City conduct proceedings pursuant to the provisions of the PID Act to levy special assessments against the IA #3 Property and to issue special revenue bonds (hereinafter called "**IA #3 Bonds**") to provide for the construction, acquisition, or furnishing of certain public improvements benefitting the IA #3 Property as agreed to by the Developer and the City; and

WHEREAS, the Developer has agreed to advance moneys to be used by the City to pay costs and expenses incurred by the City associated with levying assessments against the IA #3 Property and issuing the IA #3 Bonds, such advances being subject to reimbursement or credit upon a successful levy of such special assessments and/or issuance of the IA #3 Bonds or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

**SECTION 1. ADVANCEMENT OF MONEYS.** The Developer shall advance moneys (the "**Moneys**") to the City as provided in Section 3 hereof, which Moneys shall be used by the City to pay costs as described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3 hereof, the City shall not be required to proceed with the levy of assessments against the IA #3 Property or the issuance of IA #3 Bonds.

**SECTION 2. USE OF MONEYS ON DEPOSIT.** The City shall use the Moneys on deposit in the Escrow Account (defined below) to pay the following costs and expenses, if any, incurred by the City in connection with levying assessments against the IA #3 Property and issuing IA #3 Bonds (collectively, "**IA #3 Financing Costs**"). The IA #3 Financing Costs shall include costs and expenses relating to the following, as applicable: (a) the property appraisal, absorption study, market study or other report as may be required in connection with the issuance and sale of the IA #3 Bonds (b) noticing and publication expenses, (c) the assessment consultant, (d) City costs including, but not limited to,

internal costs of the City Attorney, (e) costs of recording documents in the Official Public Records of Rockwall County, Texas, and (f) the City's external legal, financial advisory, and consultant costs related to the levy of the special assessments against the IA #3 Property and the issuance and sale of the IA #3 Bonds. The scope of work and terms and conditions of the agreements for the foregoing advisors and special services will be subject to the City Administrator's approval or as outlined in agreements that will be on file in the City Administrator's office and available for inspection and review by the Developer. The City Administrator shall maintain records of the payment of all IA #3 Financing Costs and keep such records on file and available for inspection and review by the Developer in the City Administrator's office. Upon request, but not more one time each calendar month, the City agrees to provide the Developer with copies of all invoices for IA #3 Financing Costs that have been paid since the last request. If Developer objects to any portion of an invoice, City and Developer agree in good faith to attempt to resolve the dispute within a reasonable period of time. In order to minimize the IA #3 Financing Costs paid under this Agreement, the Developer shall draft the reimbursement agreement and shall submit the same to the City for its review and comment. The City shall act in good faith and shall not incur costs unnecessarily and arbitrarily.

**SECTION 3. ESCROW ACCOUNT DEPOSIT.** The Developer shall make an initial deposit of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** within five (5) days after the date of approval of this Agreement by the City Council. The City Administrator shall cause all Moneys received from the Developer to be deposited into an interest bearing account maintained by or at the direction of the City Administrator (the "**Escrow Account**"), with any interest earnings retained by the City for administration of the Escrow Account. The City Administrator will provide for separate accounting of the Escrow Account and in the event the balance of the Escrow Account becomes equal to or less than \$2,500, the City Administrator shall provide notice to the Developer, and the Developer shall deposit an additional \$15,000 into the Escrow Account within five (5) business days of receipt of such notice. The Developer and the City agree that the Developer shall not be required to deposit more than a total aggregate amount of **FIFTY THOUSAND DOLLARS (\$50,000)** to the Escrow Account unless the Developer and City agree to amend this Agreement in writing. Developer expressly acknowledges that in the event the maximum amount has been reached or exceeded that until an agreement on a new maximum amount is reached between the City and Developer, the City and its consultants shall cease work related to the development project.

**SECTION 4. REIMBURSEMENT.** If the District proceedings are unsuccessful and are abandoned prior to the issuance of the IA #3 Bonds, or if this Agreement is terminated in accordance with Section 5 below, the City Administrator shall transfer to the Developer all Moneys then on deposit in the Escrow Account, exclusive of Moneys necessary to pay IA #3 Financing Costs or portions thereof that have been actually incurred, are not payable contingent upon the successful issuance of the IA #3 Bonds, and are due and owing as of the date of such termination or abandonment.

The Developer shall have the following options upon the successful levy of the special assessments against the IA #3 Property and/or the issuance of the IA #3 Bonds:

- A. Prior to the issuance of IA #3 Bonds, the Developer may direct the City to reimburse the Developer from the collection of the special assessments against IA #3 Property when available for the Moneys previously advanced by the Developer;

- B. If the City issues IA #3 Bonds, the Developer may direct the City to reimburse the Developer from the proceeds of the IA #3 Bonds when available for the Moneys previously advanced by the Developer;
- C. If the City issues IA #3 Bonds, the Developer may direct the City to return unexpended Moneys to the Developer; or
- D. The Developer may direct the City to do any combination of the above.

SECTION 5. TERMINATION. This Agreement shall automatically terminate when assessments have been levied in accordance with a final service and assessment plan for the District and IA #3 Bonds have been issued; whereupon the unexpended balance of the Escrow Account shall be distributed as described in Section 4 above.

SECTION 6. NOTICE. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by FAX or E mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section 6.

To the City: City of McLendon-Chisholm  
Attn: City Administrator  
1371 West FM 550  
McLendon-Chisholm, TX 75032  
FAX: 972.524.9128  
Email: lisa@mclendon-chisholm.com

with a copy to: City Attorney  
City of McLendon-Chisholm  
305 North Arch Street  
McLendon-Chisholm, TX 75189  
FAX: 972.524.9128

To the Developer: Land Solutions SV LLC  
Attn: Phillip Duncan  
15441 Knoll Trail Drive, Ste. 150  
Dallas, TX 75248  
Email: pduncan@taylorlorduncan.com

with a copy to: Shupe Ventura PLLC  
Attn: Misty Ventura  
9406 Biscayne Boulevard  
Dallas, TX 75218  
Email: misty.ventura@svlandlaw.com

SECTION 7. RECITALS. The recitals contained in this Agreement: (i) are true and correct, (ii) form the basis on which the City and Developer negotiated and entered into this Agreement, (iii) reflect the final intent of the City and Developer with regard to the subject matter of this Agreement, and (iv) are hereby incorporated by reference and made a part of this Agreement for all purposes as if the same were restated in full in this Section.

SECTION 8. RESERVED RIGHTS. This Agreement does not in any way create a separate obligation or commitment that the City will proceed with the levy of assessments or the issuance of the IA #3 Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the levy of assessments or the issuance of the IA #3 Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 9. ENTIRE AGREEMENT; SEVERABILITY. This Agreement contains the entire agreement between the parties with respect to the obligation of Developer to pay for IA #3 Financing Costs related to the District and the IA #3 Bonds. Notwithstanding the foregoing, the City shall never be required to expend its own funds on any IA #3 Financing Costs other than from either (i) assessment revenues from the IA #3 Property or (ii) proceeds from the IA #3 Bonds. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 10. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

SECTION 11. AUTHORITY TO EXECUTE. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SECTION 12. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

*[Remainder of page left blank intentionally. Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Rockwall County, Texas, as of the date and year first herein above written.

**THE CITY:**

**CITY OF MCLENDON-CHISHOLM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Interim City Secretary

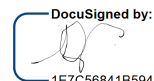
**APPROVED:**

By: \_\_\_\_\_  
Michael Halla, City Attorney

**THE DEVELOPER:**

**LAND SOLUTIONS SV LLC**

a Texas limited liability company

DocuSigned by:  
  
1E7C56841B59448

By: \_\_\_\_\_  
Karlten De Clercq

Name: \_\_\_\_\_  
Vice President

Title: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF IA #3 PROPERTY**  
**(approx. 63.7679 acres)**

**Phase 4A Tract (approx. 33.4984 acres)**

PHASE 4A  
FIELD NOTE DESCRIPTION  
33.4984 ACRES

**WHEREAS**, Land Solutions SV, LLC. is the owner of a tract of land recorded in Instrument Number 20180000014913, of the Official Property Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm and Rockwall County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with plastic cap stamped "KHA" set in the centerline of Edwards Road for the northwest corner of this tract;

**THENCE** South 45°47'06" East, with said centerline, a distance of 1,300.04 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" for the northeast corner of this tract, from which an iron rod found for the northeast corner of said Land Solutions tract bears South 45°47'06" East, 3,493.69 feet;

**THENCE** South 43°34'59" West, a distance of 824.84 feet to an iron rod found for the southeast corner of this tract;

**THENCE** North 63°12'03" West, a distance of 1,211.94 feet to an iron rod found at the beginning of a non-tangent curve to the right having a central angle of 3°43'37", a radius of 695.00 feet, a chord bearing and distance of North 16°39'21" East, 45.20 feet;

**THENCE** with said curve to the right, an arc distance of 45.21 feet to an iron rod found for corner of this tract;

**THENCE** North 71°28'51" West, a distance of 220.00 feet to an iron rod found in the southwest corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 38°26'05", a radius of 915.00 feet, a chord bearing and distance of North 37°44'12" East, 602.35 feet from which an iron rod found in the west line of that tract of land conveyed to Sonoma Verde Phase 2 according to the document filed of record in Instrument Number 20190000013333 (O.P.R.R.C.T.) bears on a curve to the left having a central angle of 4°20'01", a radius of 915.00 feet, and a chord bearing and distance of North 16°21'09" East, 69.19 feet;

**THENCE** with said curve to the right, an arc distance of 613.79 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" for corner of this tract;

**THENCE** North 56°57'14" East, a distance of 609.35 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" for corner of this tract;

**THENCE** North 44°12'54" East, a distance of 50.00 feet to the POINT OF BEGINNING and containing 33.4984 acres or 1,459,191 square feet of land, more or less.



**Phase 4B Tract (approx. 30.2695 acres)**

PHASE 4 B

FIELD NOTE DESCRIPTION

30.2695 ACRES

**WHEREAS**, Land Solutions SV, LLC. is the owner of a tract of land recorded in Instrument Number 20180000014913, of the Official Property Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm and Rockwall County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northeast corner of this tract from which an iron rod found for the northeast corner of said Land Solutions tract, bears South 45°47'06" East. 1,818.97 feet;

**THENCE** South 44°12'54" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** South 12°25'05" West, a distance of 564.65 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** South 16°56'23" West, a distance of 45.20 feet to a capped iron found for corner of this tract;

**THENCE** North 73°03'37" West, a distance of 120.00 feet to a capped iron found for corner at the beginning of a non-tangent curve to the right having a central angle of 0°05'38", a radius of 1,025.00 feet, a chord bearing and distance of South 16°59'12" West, 1.68 feet;

**THENCE** with said curve to the right, an arc distance of 1.68 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** South 17°02'01" West, a distance of 1.67 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** North 72°57'59" West, a distance of 170.31 feet to a capped iron rod found for corner of this tract;

**THENCE** North 16°58'58" East, a distance of 25.57 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 3°00'51", a radius of 855.00 feet, a chord bearing and distance of North 13°55'31" East, 44.98 feet;

**THENCE** with said curve to the left, an arc distance of 44.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** North 12°25'05" East, a distance of 361.33 feet to a capped iron rod found for corner of this tract;

**THENCE** North 44°42'17" West, a distance of 315.15 feet to a capped iron rod found at the beginning of a tangent curve to the left having a central angle of 4°17'01", a radius of 855.00 feet, a chord bearing and distance of North 46°50'47" West, 63.91 feet;

**THENCE** with said curve to the left, an arc distance of 63.92 feet to a capped iron rod found for

corner of this tract;

**THENCE** North 48°59'18" West, a distance of 427.68 feet to a capped iron rod found at the beginning of a tangent curve to the right having a central angle of 4°00'19", a radius of 1,145.00 feet, a chord bearing and distance of North 46°59'08" West, 80.02 feet;

**THENCE** with said curve to the right, an arc distance of 80.04 feet to a capped iron rod found for corner of this tract;

**THENCE** South 22°54'47" West, a distance of 294.88 feet to a capped iron rod at the beginning of a tangent curve to the right having a central angle of 93°53'10", a radius of 245.00 feet, a chord bearing and distance of South 69°51'22" West, 358.03 feet;

**THENCE** with said curve to the right, an arc distance of 401.46 feet to a capped iron rod for corner of this tract;

**THENCE** North 63°12'03" West, a distance of 213.17 feet to a capped iron rod found for corner of this tract;

**THENCE** South 43°33'02" West, a distance of 377.85 feet to a capped iron rod found for corner of this tract;

**THENCE** North 46°26'58" West, a distance of 170.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** South 43°33'02" West, a distance of 6.41 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** North 46°26'58" West, a distance of 143.54 feet to a capped iron rod found for corner of this tract;

**THENCE** South 43°34'59" West, a distance of 560.24 feet to a capped iron rod found for corner of this tract;

**THENCE** North 52°48'03" West, a distance of 50.31 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of this tract from which an iron rod found in the west line of Sonoma Verde Phase 2 as recorded in Instrument 20190000013333 (O.P.R.R.C.T.) bears South 43°34'59" East, 62.82 feet;

**THENCE** North 43°34'59" East, a distance of 1,973.65 feet to a capped iron rod found for corner of this tract;

**THENCE** South 45°47'06" East, a distance of 1,674.97 feet to the POINT OF BEGINNING and containing 30.2695 acres or 1,318,538 square feet of land, more or less.

**CITY OF MCLENDON-CHISHOLM, TEXAS**

**ORDINANCE NO. 2020-**

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

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

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

**WHEREAS**, on October 13, 2020, the Council adopted a resolution (i) determining total costs of certain authorized public improvements to be undertaken in Improvement Area #3, (ii) approving a preliminary amended and restated service and assessment plan, including a proposed Improvement Area #3 Assessment Roll (defined below), and (iii) directing the publication and mailing of notice of a public hearing (the "Assessment Hearing") to consider an ordinance levying assessments (the "Improvement Area #3 Assessments") on certain benefited property within Improvement Area #3 (the "Improvement Area #3 Assessed Property"); and

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

**WHEREAS**, the City Secretary (i) published notice of the Assessment Hearing on October 15, 2020 in *The Dallas Morning News*, which is a newspaper of general circulation in the City, pursuant to Section 372.016(b) of the Act, and (ii) mailed notice of the Assessment

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

**WHEREAS**, the Council convened the Assessment Hearing on October 27, 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #3 Assessment Roll and the proposed Improvement Area #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #3 Assessments, the allocation of the costs of the authorized public improvements to be undertaken for the benefit of certain property within Improvement Area #3 (the "Improvement Area #3 Projects"), the purposes of the Improvement Area #3 Assessments, the special benefits of the Improvement Area #3 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #3 Assessments; and

**WHEREAS**, the Council finds and determines that (i) the Improvement Area #3 Assessment Roll and the Sonoma Public Improvement District Amended and Restated Service and Assessment Plan, dated October 27, 2020 (the "Service and Assessment Plan"), attached hereto as **Exhibit A** and incorporated as a part of this Ordinance for all purposes, should be approved and (ii) the Improvement Area #3 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan, including the assessment roll attached thereto as Exhibit H-1 (the "Improvement Area #3 Assessment Roll"); and

**WHEREAS**, the Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Improvement Area #3 Projects as described in the Service and Assessment Plan, the Improvement Area #3 Assessment Roll or the levy of the Improvement Area #3 Assessments; and

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

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

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

**Section 1. Terms.**

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

**Section 2. Findings.**

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

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

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

(c) The apportionment of the costs of the Improvement Area #3 Projects (as reflected in the Service and Assessment Plan, and the Administrative Expenses pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Improvement Area #3 Projects identified in the Service and Assessment Plan, and is hereby approved.

(d) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #3 Projects.

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

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

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

(h) The Service and Assessment Plan has been prepared on behalf of, presented to, and reviewed by the Council and shall be the service plan and assessment

plan for the District for all purposes as described in Sections 372.013 and 372.014 of the Act.

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

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

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

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

The Service and Assessment Plan is hereby accepted and approved as the service plan and the assessment plan for the District. The Service and Assessment Plan shall be updated by the Council no less frequently than annually as required by the Act and more frequently as may be required by the Service and Assessment Plan or as deemed necessary or appropriate by the City.

**Section 4. Improvement Area #3 Assessment Roll.**

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

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

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

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

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

(d) Each Improvement Area #3 Assessment may be prepaid in whole or in part at any time without penalty or may be paid in annual installments pursuant to the terms of the Service and Assessment Plan.

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

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

(g) The Administrative Expenses for the Improvement Area #3 Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

**Section 6. Method of Assessment.**

The method of apportioning the costs of the Improvement Area #3 Projects and Administrative Expenses is set forth in the Service and Assessment Plan.

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

Delinquent Improvement Area #3 Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

**Section 8. Prepayments of Improvement Area #3 Assessments.**

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

**Section 9. Lien Priority.**

The Council and the owners of the Improvement Area #3 Assessed Property intend for the obligations, covenants and burdens on the Improvement Area #3 Assessed Property, including without limitation such landowners' obligations related to payment of the Improvement Area #3 Assessments and Improvement Area #3 Annual Installments, to constitute covenants that shall run with the land. The Improvement Area #3 Assessments and the Improvement Area #3 Annual Installments which are levied hereby shall be binding upon the owners of the Improvement Area #3 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, in the

same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Improvement Area #3 Assessments shall have lien priority as specified in the Service and Assessment Plan and the Act.

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

To the extent not inconsistent with this Ordinance, and not inconsistent with the Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, shall be applicable to the imposition and collection of Improvement Area #3 Assessments by the City.

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

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan, to be recorded in the real property records of Rockwall County, Texas. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the Council.

**Section 12. Severability.**

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

**Section 13. Effective Date.**

This Ordinance shall take effect, and the levy of the Improvement Area #3 Assessments and the provisions and terms of the Service and Assessment Plan, shall be and become effective upon adoption hereof.

**Section 14. Reimbursement Agreement.**

The Reimbursement Agreement (the "Reimbursement Agreement") between the City and Land Solutions SV LLC, a Delaware limited liability company, is hereby authorized and approved in substantially final form attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, and the Mayor or Mayor Pro Tem and City Secretary of the City are hereby authorized and directed to execute and deliver such Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or City Administrator, such approval to be evidenced by the City's execution thereof.



*[Remainder of page left blank intentionally]*

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
MCLENDON-CHISHOLM, TEXAS, THIS THE 27<sup>th</sup> DAY OF OCTOBER, 2020.

**CITY OF MCLENDON-CHISHOLM,  
TEXAS**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

(City Seal)

STATE OF TEXAS           §  
                                     §  
COUNTY OF ROCKWALL   §

This instrument was acknowledged before me on the \_\_\_\_ day of October, 2020 by Keith Short and Shelly Green, the Mayor and City Secretary, respectively, of the City of McLendon-Chisholm, Texas on behalf of said City.

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

(Notary Seal)

S-1

1509.010\92194.2

**Exhibit A**

Amended and Restated Service and Assessment Plan

1509.010\92194.2

**Exhibit B**

Reimbursement Agreement

1509.010\92194.2

# Sonoma Public Improvement District

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## AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

OCTOBER 27, 2020



AUSTIN, TX | NORTH RICHLAND HILLS, TX

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## INTRODUCTION

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

On September 10, 2007, the City Council passed and approved Resolution No. 2007-21 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 548 acres located within the corporate limits of the City, as described by the legal description on **Exhibit N-1** and depicted on **Exhibit A-1**.

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

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

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

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

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



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

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

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

On October 27, 2020, the City approved the “PID Reimbursement Agreement – Sonoma Public Improvement District” by adopting Ordinance No. 2020-\_\_ which approved such agreement for Improvement Area #3 and the Future Improvement Area.

On October 27, 2020, the City approved this Amended and Restated Service and Assessment Plan for the District by adopting Ordinance No. 2020-\_\_ which serves to amend and restate the 2015 SAP, including all Annual Service Plan Updates approved since, in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, and (2) updating the Assessment Rolls.

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

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

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

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

## SECTION I: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Amended and Restated Service and Assessment Plan”** means this 2020 Amended and Restated Service and Assessment Plan, as it may be modified and updated from time to time.

**“Annual Installment”** means the annual installment payment on the Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Administrative Expenses; and (4) Additional Interest, if applicable.

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

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

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

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

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

**“Assessment Roll”** means any assessment roll for the Assessed Property within the District, including the Phase 1 Assessment Roll, the Improvement Area #1C Assessment Roll, the

Improvement Area #2 Assessment Roll, and the Improvement Area #3 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or any Annual Service Plan Update.

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

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

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

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

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

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

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

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

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

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

**“Estimated Buildout Value”** means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for a Lot Type is provided for in **Exhibit J-1**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Improvement Area #2, Lot Type 5”** means a Lot within Improvement Area #2 marketed to homebuilders as a 60’ Lot, with an Estimated Buildout Value of \$245,000. Improvement Area #2, Lot Type 5 was originally identified as a Land Use Class 5 Lot. Homebuyer Disclosures for Improvement Area #2, Lot Type 5 are included in **Exhibit M-9**.

**“Improvement Area #2, Lot Type 10”** means a Lot within Improvement Area #2 marketed to homebuilders as a 70’ Lot, with an Estimated Buildout Value of \$277,500. Improvement Area #2,



Lot Type 10 was originally identified as a Land Use Class 10 Lot. Homebuyer Disclosures for Improvement Area #2, Lot Type 10 are included in **Exhibit M-10**.

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

**“Improvement Area #3”** means approximately 63.7675 acres located within the District, more specifically described on **Exhibit N-2**, and depicted on the plat on **Exhibit A-5**.

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

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

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

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

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

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

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

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

**“Improvement Area #3, Lot Type 1”** means a Lot within Improvement Area #3 marketed to homebuilders as a 60’ Lot, with an Estimated Buildout Value of \$333,719. Homebuyer Disclosures for Improvement Area #3, Lot Type 1 are included in **Exhibit M-11**.

**“Improvement Area #3, Lot Type 2”** means a Lot within Improvement Area #3 marketed to homebuilders as a 70’ Lot, with an Estimated Buildout Value of \$368,392. Homebuyer Disclosures for Improvement Area #3, Lot Type 2 are included in **Exhibit M-12**.

**“Improvement Area #3, Lot Type 3”** means a Lot within Improvement Area #3 marketed to homebuilders as a 120’ Lot, with an Estimated Buildout Value of \$452,556. Homebuyer Disclosures for Improvement Area #3, Lot Type 3 are included in **Exhibit M-13**.

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

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

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

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

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

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

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

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

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

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

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

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

**“Land Use Class 9”** means lots identified as such on the Assessment Rolls in previous service and assessment plans, which are referred to as senior living lots in the Planned Development District Ordinance and being generally lots for senior living building uses. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

**“Land Use Class 10”** means lots identified as such on the Assessment Rolls in previous service and assessment plans, which are referred to as 70 Ft lots in the Planned Development District

Ordinance and being generally lots for single family dwelling unit with approximately 2,700 sq ft of air-conditioned living space. See **Exhibit J-2** for the Land Use Class to Lot Type conversion.

**“Lot”** means (1) for any portion of the District for which a final subdivision plat has been recorded in the official public records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed by the City Council.

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

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

**“Major Improvements”** means those Authorized Improvements that confer special benefit to all the Assessed Property within the District, and as further described in **Section III.A.** and depicted on **Exhibit I-1.**

**“Maximum Assessment”** means, for each Lot Type, an amount that will not exceed the amounts shown as the Maximum Assessment by Lot Type on **Exhibit J-1.** In the event any final plat creates a new Lot Type that differs from what is shown on **Exhibit J-1,** this 2020 Amended and Restated Service and Assessment Plan will be updated to reflect the new Lot Type, and the Maximum Assessment for the new Lot Type created by the final plat shall be an amount that is calculated by the Administrator and approved by the City, based on the desire to maintain a competitive, composite equivalent ad valorem tax rate taking into consideration the tax rates of all applicable taxing units and the equivalent tax rate of the Annual Installments.

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

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

**“Original Owner”** means MC 550 Investors, LP.

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

**“Parcel” or “Parcels”** means a specific property within the District identified by either a tax map identification number assigned by the Rockwall Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“PID Act”** means Chapter 372, Texas Local Government Code, as amended.

**“PID Bonds”** means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

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

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

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

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

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

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

## SECTION II: THE DISTRICT

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

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

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

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

Improvement Area #3 includes approximately 63.7675 acres located within the corporate limits of the City, as more particularly described on **Exhibit N-2**, and depicted on **Exhibit A-5**. Development of Improvement Area #3 is anticipated to include 99 Lots classified as Improvement Area #3, Lot Type 11, 77 Lots classified as Improvement Area #3, Lot Type 12, and 9 Lots classified as Improvement Area #3, Lot Type 13.

## SECTION III: AUTHORIZED IMPROVEMENTS

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



## **A. Public Improvements**

### **1. Major Improvements**

#### ▪ *Roadway Improvements*

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

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

#### ▪ *Water Distribution System Improvements*

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

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

#### ▪ *Sanitary Sewer Collection System Improvements*

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

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

- *Storm Drainage Collection System Improvements*

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

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, Town fees, engineering, soil testing, survey, construction management, and contingency; and, costs associated with financing the Major Improvements.

## **2. Phase 1 Improvements**

- *Road Improvements*

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

- *Water Improvements*

The Phase 1 water distribution system improvements include:

- **Water Line 1** - This project consists of constructing approximately 9,223 linear feet of 12" diameter water transmission main from the east entrance of Via Toscana at Highway 205 along Via Toscana and through the development to the southern edge of the project at League Road. The waterline will be constructed within the proposed right-of way (ROW) of Via Toscana. The waterline improvements will include connection to the 8" water-main at Hwy 205 and the 12" main at League Road, installation of Twenty Five 12" valves, 17 fire hydrants, five tons of ductile iron fittings, and associated erosion control, trench safety and waterline testing. The waterline will be designed and constructed in accordance with City standards and specification.
- **8" Water Line Segments** - These waterline improvements consists of constructing approximately 17,168 linear feet of 8" water line, associated 8" and 6" gate valves. One-inch diameter water services will be provided to each of the Parcels within Phase 1. All associated waterline testing, trench safety and erosion protection during construction are included. The waterline will be connected to the 12" water line constructed in Via Toscana. These lines will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Phase 1 and all lots within Phase 1.
- ***Sanitary Sewer Improvements***

The sanitary sewer collection system improvements include:

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

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

- ***Storm Drainage Improvements***

The storm drainage portion of the Phase 1 Improvements consist of underground storm

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

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, Town fees, engineering, soil testing, survey, construction management, and contingency; and, costs associated with financing the Phase 1 Improvements.

### **3. Phase 2 Improvements**

- *Road Improvements*

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

and re-vegetation of all disturbed areas within the right of way are included as a part of the Phase 2 roadway improvements. These roadway improvements include streets that will provide access to each lot within Phase 2. Also, an asphalt overlay of the existing League Roadway from the southern end of Via Toscana Lane to the west to State Highway 205 will be completed. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. These projects will provide access to community roadways and state highways.

- *Water Improvements*

The Phase 2 water distribution system improvements include:

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

- *Sanitary Sewer Improvements*

The Phase 2 sanitary sewer collection system improvements include:

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

line testing.

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

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

- *Storm Drainage Improvements*

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

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, Town fees, engineering, soil testing, survey,

construction management, and contingency; and, costs associated with financing the Phase 2 Improvements.

#### **4. Improvement Area #3 Improvements**

- *Street*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, streetlights, and acquisition of rights-of-way<sup>1</sup>. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #3.

- *Water<sup>2</sup>*

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

- *Sewer*

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

- *Storm Drainage*

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

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, Town fees, engineering, soil testing, survey,

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<sup>1</sup> Unless otherwise approved by the City Council, in the event Improvement Area #3 Bonds are not issued, rights-of-way acquisition, as defined in **Section III.A.4**, shall not be a reimbursable Authorized Improvement.

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

construction management, and contingency; and, costs associated with financing the Improvement Area #3 Improvements.

#### **B. PID Establishment Costs**

- *PID Establishment Costs*

Including the costs associated with forming the District, including but not limited to first year's Administrative Expenses, and any other cost or expense incurred by the City directly associated with the establishment of the District.

- *PID Legal Fees*

Includes the costs associated with forming the District, including attorney's fees.

#### **C. Bond Issuance Costs**

- *Debt Service Reserve Fund*

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

- *Capitalized Interest*

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

- *Other Bond Issuance Costs*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds and the underwriter's attorney fees, and the costs of issuance including, but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

### **SECTION IV: SERVICE PLAN**

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

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



## SECTION V: ASSESSMENT PLAN

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

This section of this Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future Owners and developers of the Assessed Property.

### A. Assessment Methodology

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

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

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

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

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

*Improvement Area #3:*

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

## **B. Assessments**

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

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

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

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

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

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

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

Projects is equal to or greater than the amount of the Phase 2 Assessments (\$7,575,000) levied on the Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property for the Phase 2 Projects; and

- At the time the City Council approved the 2017 SAP Update and 2017 Assessment Ordinance, the Original Owner owned 100% of the Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property. The Original Owner acknowledged that the Phase 2 Projects confer a special benefit on the Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property and consented to the imposition of the Phase 2 Assessment to pay for the Actual Costs associated therewith. The Original Owner has ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2017 Assessment Ordinance; (2) the 2017 SAP Update and the 2017 Assessment Ordinance; and (3) the levying of the Phase 2 Assessment on the Improvement Area #1C Assessed Property and Improvement Area #2 Assessed Property.
- *Improvement Area #3*
  - The costs of the Improvement Area #3 Projects equal \$6,919,128, as shown on **Exhibit B**; and
  - The Improvement Area #3 Assessed Property receives special benefit from the Improvement Area #3 Projects equal to or greater than the Actual Cost of the Improvement Area #3 Projects; and
  - The Improvement Area #3 Initial Parcel will be allocated 100% of the Improvement Area #3 Assessment levied for the Improvement Area #3 Projects, which equals \$6,120,000 as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit H-1**.
  - The special benefit (  $\geq$  \$6,919,128) received by the Improvement Area #3 Initial Parcel from the Improvement Area #3 Projects is equal to or greater than the amount of the Improvement Area #3 Assessment (\$6,120,000) levied on the Improvement Area #3 Initial Parcel for the Improvement Area #3 Projects; and
  - At the time the City Council approved the Amended and Restated Service and Assessment Plan, the Owner owned 100% of the Improvement Area #3 Initial Parcel. The Owner acknowledged that the Improvement Area #3 Projects confer a special benefit on the Improvement Area #3 Initial Parcel and consented to the imposition of the Improvement Area #3 Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special

benefits described herein and the applicable Assessment Ordinance; (2) the Amended and Restated Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #3 Assessment on the Improvement Area #3 Initial Parcel.

#### **D. Administrative Expenses**

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

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

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

#### **F. Major Repair and Extraordinary Maintenance of Authorized Improvements**

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

### **SECTION VI: TERMS OF THE ASSESSMENTS**

#### **A. Reallocation of Assessments**

##### *1. Upon Division Prior to Recording of Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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

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

*2. Upon Subdivision by a Recorded Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

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

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

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

### *3. Upon Consolidation*

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

## **B. Mandatory Prepayment of Assessments**

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

## **C. True-Up of Assessments if Maximum Assessment Exceeded at Plat**

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



#### **D. Reduction of Assessments**

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

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

#### **E. Prepayment of Assessments**

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

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

If an Assessment is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council/Commissioner's Court for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

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

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

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

Prior to the filing of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Rockwall Central Appraisal District for each tax identification number.

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

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

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

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

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

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

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

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **“Taking”**), the portion of the Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefitted Property.

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

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

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

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

## **SECTION VII: ASSESSMENT ROLL**

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

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

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

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

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Calculation Errors**

If the owner of a Parcel claims that an error has been made in any calculation required by this Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive

remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner, the Administrator shall provide a written response to the City Council and the owner within 30 days of such receipt. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

#### **B. Amendments**

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

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

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Amended and Restated Service and Assessment Plan. Interpretations of this Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and their successors and assigns.

#### **D. Severability**

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

## EXHIBITS

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

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

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

## **APPENDICES**

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

- Appendix A** Equivalent Units in Phase 1 and Phase 2
- Appendix B** Improvement Area #3 Engineer's Report

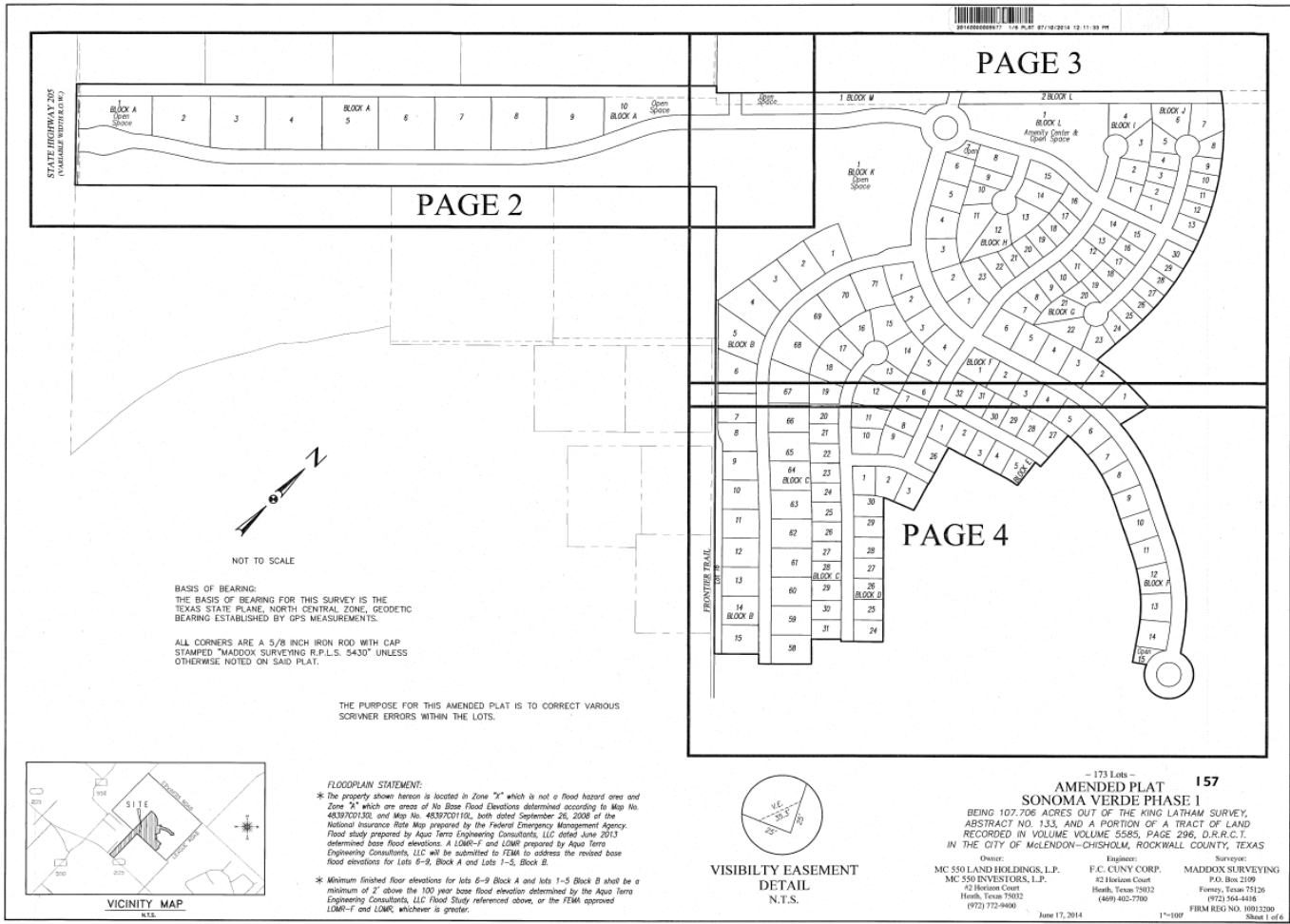


**EXHIBIT A-1 – CONCEPT PLAN FOR THE DISTRICT**

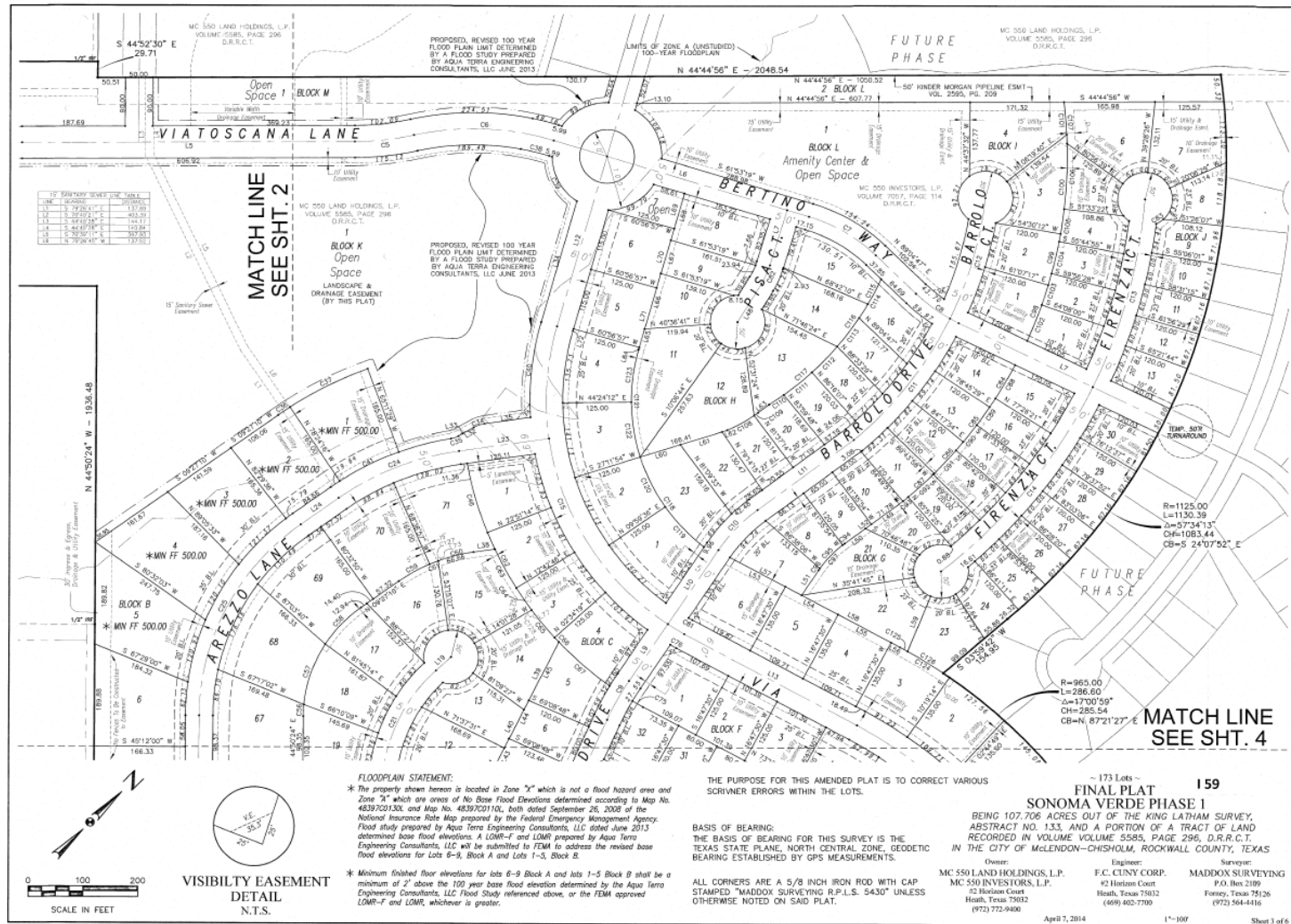




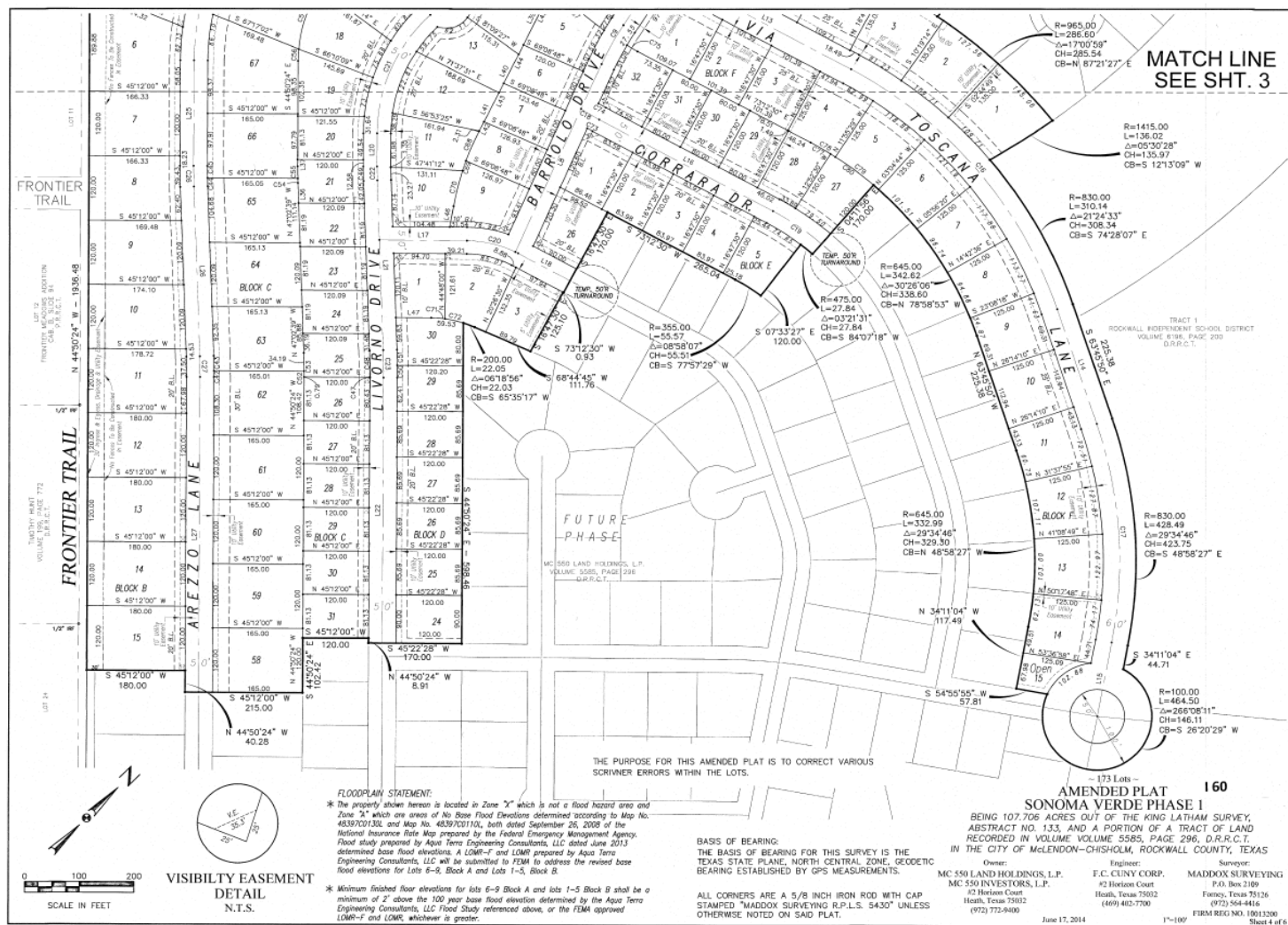
EXHIBIT A-2 – FINAL PLAT FOR PHASE 1







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



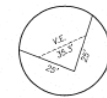
SONOMA PUBLIC IMPROVEMENT DISTRICT  
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



| CURVE | RADIUS  | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|---------|-------------|------------|---------------|--------------|
| C1    | 800.00  | 1201.24°    | 187.88     | S 81°53'58" W | 187.51       |
| C2    | 800.00  | 1227°58'    | 174.58     | N 51°18'36" E | 173.71       |
| C3    | 1000.00 | 207°31'35"  | 358.24     | N 34°48'51" E | 356.33       |
| C4    | 500.00  | 207°15'55"  | 176.38     | S 32°39'01" W | 175.35       |
| C5    | 500.00  | 1228°44'    | 108.61     | N 38°31'55" E | 108.39       |
| C6    | 500.00  | 29°35'03"   | 258.18     | S 4°05'48" W  | 255.53       |
| C7    | 500.00  | 27°11'28"   | 145.37     | N 70°25'05" E | 144.04       |
| C8    | 500.00  | 181°73'33"  | 85.78      | N 79°55'59" E | 85.38        |
| C9    | 500.00  | 27°59'10"   | 82.78      | N 16°08'31" E | 82.48        |
| C10   | 500.00  | 194°48'08"  | 103.51     | N 01°28'58" W | 103.00       |
| C11   | 680.00  | 23°55'11"   | 288.08     | N 67°18'01" E | 285.87       |
| C12   | 680.00  | 192°29'17"  | 234.69     | N 70°01'51" W | 233.58       |
| C13   | 880.00  | 21°17'19"   | 364.13     | N 28°51'28" W | 362.04       |
| C14   | 880.00  | 28°58'27"   | 444.27     | N 68°13'36" W | 440.47       |
| C15   | 500.00  | 162°11'52"  | 686.41     | S 67°14'01" E | 638.17       |
| C16   | 800.00  | 42°51'03"   | 598.31     | S 85°11'22" E | 584.46       |
| C17   | 800.00  | 29°34'49"   | 413.01     | S 48°58'27" E | 408.44       |
| C18   | 800.00  | 2°45'58"    | 38.52      | N 75°40'43" E | 38.52        |
| C19   | 500.00  | 1222°09"    | 107.94     | N 78°37'00" E | 107.73       |
| C20   | 500.00  | 27°20'02"   | 92.16      | N 89°12'59" E | 96.21        |
| C21   | 299.85  | 47°15'29"   | 247.32     | S 21°11'59" E | 240.37       |
| C22   | 685.00  | 212°14'     | 25.58      | S 42°56'31" E | 25.58        |
| C23   | 1335.80 | 212°14'     | 51.35      | S 45°58'31" E | 51.35        |
| C24   | 500.00  | 27°20'25"   | 238.59     | S 23°07'22" W | 236.53       |
| C25   | 440.00  | 58°15'10"   | 416.63     | S 17°40'25" E | 401.24       |
| C26   | 1000.00 | 212°14'     | 38.47      | S 42°56'31" E | 38.46        |
| C27   | 1000.00 | 212°14'     | 38.47      | S 45°58'31" E | 38.46        |
| C28   | 151.01  | 207°14'10"  | 52.80      | N 38°31'55" E | 52.63        |
| C29   | 111.50  | 36°20'35"   | 70.22      | S 42°01'57" W | 69.55        |
| C30   | 88.50   | 163°73'33"  | 22.59      | N 52°53'13" E | 22.53        |
| C31   | 88.50   | 21°53'15"   | 35.25      | S 28°18'15" E | 35.25        |
| C32   | 111.50  | 36°10'11"   | 70.39      | N 45°47'42" E | 69.22        |
| C33   | 151.01  | 185°33'58"  | 52.45      | S 23°55'48" W | 52.18        |
| C34   | 58.50   | 21°42'50"   | 22.87      | S 42°56'31" E | 22.54        |
| C35   | 40.50   | 20°35'33"   | 14.56      | N 29°12'22" E | 14.48        |
| C36   | 690.00  | 2°08'52"    | 75.81      | S 10°31'27" W | 75.81        |
| C37   | 690.00  | 131°24'33"  | 159.12     | S 18°15'08" W | 158.73       |
| C38   | 470.00  | 62°8'12"    | 53.21      | S 58°38'44" W | 53.18        |
| C39   | 100.00  | 88°01'28"   | 91.78      | S 72°54'52" E | 83.93        |
| C40   | 530.00  | 192°33'58"  | 179.40     | S 38°44'52" E | 178.54       |
| C41   | 525.00  | 131°24'33"  | 121.07     | S 18°12'08" W | 120.80       |
| C42   | 1025.00 | 6°39'14"    | 11.76      | N 42°12'01" W | 11.20        |
| C43   | 1025.00 | 133°01'     | 27.73      | N 48°18'08" W | 27.73        |
| C44   | 975.00  | 6°54'20"    | 15.41      | S 48°35'28" E | 15.41        |
| C45   | 975.00  | 171°54'     | 22.09      | S 48°29'21" E | 22.09        |
| C46   | 655.00  | 144°40'30"  | 167.76     | S 62°43'50" E | 167.31       |
| C47   | 359.89  | 207°14'10"  | 53.11      | N 38°31'55" E | 52.81        |
| C48   | 310.00  | 2°10'23"    | 49.69      | N 45°57'27" W | 49.68        |
| C49   | 680.00  | 2°12'14"    | 26.94      | S 42°56'31" E | 26.94        |
| C50   | 1360.00 | 67°48'50"   | 23.28      | N 42°18'50" E | 23.28        |
| C51   | 1360.00 | 1°13'24"    | 29.04      | N 48°25'57" W | 29.04        |
| C52   | 1190.00 | 0°33'27"    | 11.58      | N 42°03'08" W | 11.58        |
| C53   | 1190.00 | 2°09'48"    | 44.99      | S 42°52'49" E | 44.98        |
| C54   | 810.00  | 0°37'59"    | 8.95       | S 48°43'39" E | 8.95         |
| C55   | 810.00  | 1°34'15"    | 22.21      | S 42°53'52" E | 22.21        |
| C56   | 620.00  | 4°59'42"    | 21.79      | S 42°18'09" E | 21.79        |
| C57   | 250.00  | 27°30'11"   | 120.00     | S 26°03'13" E | 118.86       |
| C58   | 250.00  | 21°42'13"   | 84.26      | S 01°28'29" E | 84.35        |
| C59   | 310.00  | 11°53'53"   | 64.38      | S 15°24'08" W | 64.26        |
| C60   | 310.00  | 15°28'32"   | 83.50      | S 29°04'19" W | 83.30        |
| C61   | 310.00  | 2°57'17"    | 16.89      | S 22°54'41" W | 16.89        |
| C62   | 655.00  | 10°08'21"   | 115.93     | S 72°13'00" E | 115.78       |
| C63   | 655.00  | 71°33'53"   | 82.51      | S 73°40'42" E | 82.46        |
| C64   | 655.00  | 41°18'58"   | 49.53      | S 72°21'12" E | 49.52        |

| CURVE | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|--------|-------------|------------|---------------|--------------|
| C65   | 655.00 | 5°48'29"    | 66.40      | S 84°33'58" E | 66.37        |
| C66   | 655.00 | 0°56'46"    | 11.39      | S 87°55'34" E | 11.39        |
| C67   | 655.00 | 10°49'09"   | 123.68     | N 86°09'59" E | 123.50       |
| C68   | 500.00 | 8°41'47"    | 58.44      | S 71°43'23" E | 58.40        |
| C69   | 500.00 | 2°14'46"    | 19.60      | S 28°11'59" E | 19.60        |
| C70   | 500.00 | 7°47'37"    | 68.01      | S 31°12'30" E | 67.88        |
| C71   | 500.00 | 71°6'30"    | 25.39      | S 49°05'43" E | 25.38        |
| C72   | 200.00 | 0°46'52"    | 34.14      | S 52°32'23" E | 34.10        |
| C73   | 355.00 | 0°43'34"    | 11.42      | N 34°48'51" E | 11.42        |
| C74   | 750.00 | 1°08'34"    | 15.46      | N 74°53'04" E | 15.46        |
| C75   | 685.00 | 1°57'58"    | 22.47      | N 75°13'34" E | 22.47        |
| C76   | 930.00 | 1°23'08"    | 12.81      | N 78°13'13" E | 12.81        |
| C77   | 645.00 | 3°43'11"    | 41.88      | S 79°15'50" W | 41.87        |
| C78   | 645.00 | 4°40'13"    | 52.57      | S 79°42'25" W | 52.56        |
| C79   | 645.00 | 8°50'45"    | 99.88      | S 82°25'54" W | 99.48        |
| C80   | 645.00 | 8°40'34"    | 97.67      | S 81°27'47" W | 97.58        |
| C81   | 470.00 | 0°57'20"    | 7.85       | N 73°08'19" E | 7.85         |
| C82   | 150.00 | 14°29'00"   | 37.82      | S 30°55'11" E | 37.82        |
| C83   | 50.00  | 17°48'36"   | 15.54      | N 11°51'02" E | 15.48        |
| C84   | 835.00 | 6°15'22"    | 91.17      | N 14°22'12" E | 91.15        |
| C85   | 835.00 | 5°32'25"    | 80.74      | N 08°28'10" W | 80.71        |
| C86   | 835.00 | 5°28'05"    | 79.20      | N 02°58'04" W | 79.17        |
| C87   | 835.00 | 5°18'02"    | 76.76      | S 62°31'58" W | 76.73        |
| C88   | 835.00 | 4°58'14"    | 71.95      | N 15°01'46" W | 71.93        |
| C89   | 835.00 | 4°07'14"    | 60.05      | N 10°30'02" W | 60.04        |
| C90   | 835.00 | 4°08'32"    | 60.37      | N 08°23'09" W | 60.35        |
| C91   | 835.00 | 4°11'10"    | 61.01      | N 02°12'18" W | 60.99        |
| C92   | 835.00 | 4°18'18"    | 62.01      | N 02°09'56" W | 62.00        |
| C93   | 835.00 | 5°07'25"    | 12.49      | N 04°34'17" E | 12.49        |
| C94   | 200.00 | 0°17'48"    | 4.53       | S 07°40'12" W | 4.53         |
| C95   | 200.00 | 2°15'33"    | 35.35      | S 17°11'00" E | 35.37        |
| C96   | 200.00 | 1°15'20"    | 4.38       | S 10°43'22" E | 4.38         |
| C97   | 200.00 | 12°48'08"   | 69.01      | S 01°28'58" E | 68.86        |
| C98   | 835.00 | 2°30'25"    | 152.74     | S 18°24'44" W | 110.66       |
| C99   | 835.00 | 6°43'40"    | 98.05      | N 31°53'32" W | 97.99        |
| C100  | 835.00 | 12°42'25"   | 185.32     | N 41°38'51" W | 184.94       |
| C101  | 835.00 | 4°09'35"    | 60.64      | N 50°03'10" W | 60.63        |
| C102  | 835.00 | 4°56'14"    | 71.95      | N 23°23'53" W | 71.93        |
| C103  | 835.00 | 4°11'33"    | 61.10      | N 27°52'46" W | 61.08        |
| C104  | 835.00 | 4°11'33"    | 61.10      | N 32°09'19" W | 61.08        |
| C105  | 835.00 | 4°11'33"    | 61.10      | N 36°20'51" W | 61.08        |
| C106  | 835.00 | 6°22'05"    | 121.85     | N 42°31'40" W | 121.84       |
| C107  | 835.00 | 5°19'17"    | 77.55      | N 48°28'21" W | 77.52        |
| C108  | 300.00 | 10°42'10"   | 56.04      | N 12°28'49" E | 55.86        |
| C109  | 300.00 | 1°43'38"    | 9.04       | N 08°15'55" E | 9.04         |
| C110  | 545.00 | 2°22'32"    | 32.11      | N 10°55'29" E | 32.10        |
| C111  | 545.00 | 6°59'15"    | 66.47      | N 04°45'19" E | 66.43        |
| C112  | 545.00 | 6°59'15"    | 66.47      | N 01°14'40" W | 66.42        |
| C113  | 545.00 | 6°59'11"    | 66.45      | N 08°13'53" W | 66.41        |
| C114  | 545.00 | 8°43'20"    | 82.87      | N 16°03'09" E | 82.89        |
| C115  | 545.00 | 8°31'34"    | 82.57      | N 17°41'03" W | 82.55        |
| C116  | 545.00 | 10°10'51"   | 96.86      | N 08°49'48" W | 96.73        |
| C117  | 545.00 | 12°21'03"   | 165.04     | N 05°45'15" E | 164.41       |
| C118  | 345.00 | 34°24'56"   | 207.20     | S 80°09'24" E | 204.10       |
| C119  | 345.00 | 17°12'18"   | 103.60     | S 88°36'33" E | 103.21       |
| C120  | 345.00 | 17°12'18"   | 103.60     | S 71°24'15" E | 103.21       |
| C121  | 345.00 | 33°45'03"   | 203.23     | S 45°55'35" E | 200.30       |
| C122  | 345.00 | 17°12'18"   | 103.60     | S 44°17'57" E | 103.21       |
| C123  | 345.00 | 16°35'42"   | 99.63      | S 37°12'20" E | 99.28        |
| C124  | 965.00 | 6°18'36"    | 106.28     | N 76°33'28" E | 106.22       |
| C125  | 965.00 | 0°05'28"    | 15.97      | N 73°40'53" E | 15.97        |
| C126  | 965.00 | 4°33'20"    | 76.73      | N 78°34'17" E | 76.71        |
| C127  | 515.00 | 1°31'05"    | 8.35       | S 24°50'22" W | 8.35         |
| C128  | 665.00 | 0°31'59"    | 10.68      | S 81°08'04" E | 10.05        |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 48°31'12" E | 187.83   |
| L2   | N 57°32'35" E | 125.65   |
| L3   | N 49°04'38" E | 1142.55  |
| L4   | N 26°33'05" E | 148.19   |
| L5   | S 44°44'56" W | 608.92   |
| L6   | N 41°53'19" E | 487.18   |
| L7   | S 39°04'41" E | 107.25   |
| L8   | N 20°31'12" W | 384.07   |
| L9   | N 11°29'07" W | 126.96   |
| L10  | N 08°24'08" W | 165.86   |
| L11  | N 08°24'08" W | 218.40   |
| L12  | S 26°03'03" E | 328.36   |
| L13  | N 73°12'30" E | 358.10   |
| L14  | S 63°45'50" E | 225.38   |
| L15  | S 38°11'54" E | 140.10   |
| L16  | N 73°12'30" E | 360.77   |
| L17  | N 43°22'48" E | 158.69   |
| L18  | N 73°12'30" E | 107.75   |
| L19  | S 02°25'01" W | 37.30    |
| L20  | S 44°50'24" E | 62.10    |
| L21  | S 47°02'39" E | 317.12   |
| L22  | S 44°50'24" E | 495.09   |
| L23  | S 38°43'55" W | 165.86   |
| L24  | S 08°27'10" W | 84.66    |
| L25  | S 44°50'24" E | 196.28   |
| L26  | S 29°03'03" E | 317.12   |
| L27  | S 44°50'24" E | 588.29   |
| L28  | N 48°31'12" E | 44.61    |
| L29  | S 29°03'03" E | 302.01   |
| L30  | N 27°42'36" E | 67.85    |
| L31  | S 42°11'47" W | 15.44    |
| L32  | N 63°11'54" E | 26.88    |
| L33  | N 29°03'03" E | 67.85    |
| L34  | S 29°03'03" E | 115.90   |
| L35  | N 29°03'03" E | 115.90   |
| L36  | N 14°57'36" E | 3.97     |
| L37  | S 53°15'03" E | 5.10     |
| L38  | S 38°43'55" W | 84.17    |
| L39  | S 47°02'39" E | 37.35    |
| L40  | S 44°50'24" E | 12.66    |
| L41  | N 35°03'40" W | 18.36    |
| L42  | N 36°47'55" E | 39.05    |
| L43  | N 18°22'29" W | 140.98   |



VISIBILITY EASEMENT  
DETAIL  
N.T.S.

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

#### FLOODPLAIN STATEMENT:

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

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

#### BASE OF BEARING:

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

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

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

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

Engineer: F.C. CUNY CORP.  
42 Horizon Court  
Heath, Texas 75032  
(972) 402-7700

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

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

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

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THENCE** in a southeasterly direction along said curve to the left, having a radius of 475.00 feet, a central angle of 03 degrees 21 minutes 31 seconds, a chord which bears South 09 degrees 07 minutes 18 seconds West, a chord distance of 27.84 feet, and an arc length of 27.94 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

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

**THENCE** in a southeasterly direction along said curve to the left, having a radius of 350.00 feet, a central angle of 08 degrees 58 minutes 07 seconds, a chord which bears South 77 degrees 57 minutes 29 seconds West, a chord distance of 154.14 feet, and an arc length of 55.57 feet to a 5/8 inch iron with cap stamped "R.P.L.S. 5430" set at the end of said curve;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THENCE** South 45 degrees 04 minutes 38 seconds West, along the southwest line of said MC 550 Land Holdings tract recorded in Volume 5585, Page 296, a distance of 2,604.28 feet to the PLACE OF BEGINNING and containing 4,881,579 square feet or 107.706 acres of land.

APPROVED

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

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

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

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, 2014.

Mayor  
City of McLeod-Chisholm, Texas

Date July 9, 2014

SURVEYOR'S CERTIFICATE

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

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

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

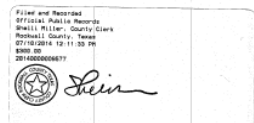
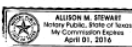
STATE OF TEXAS

COUNTY OF KAUWAU

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

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

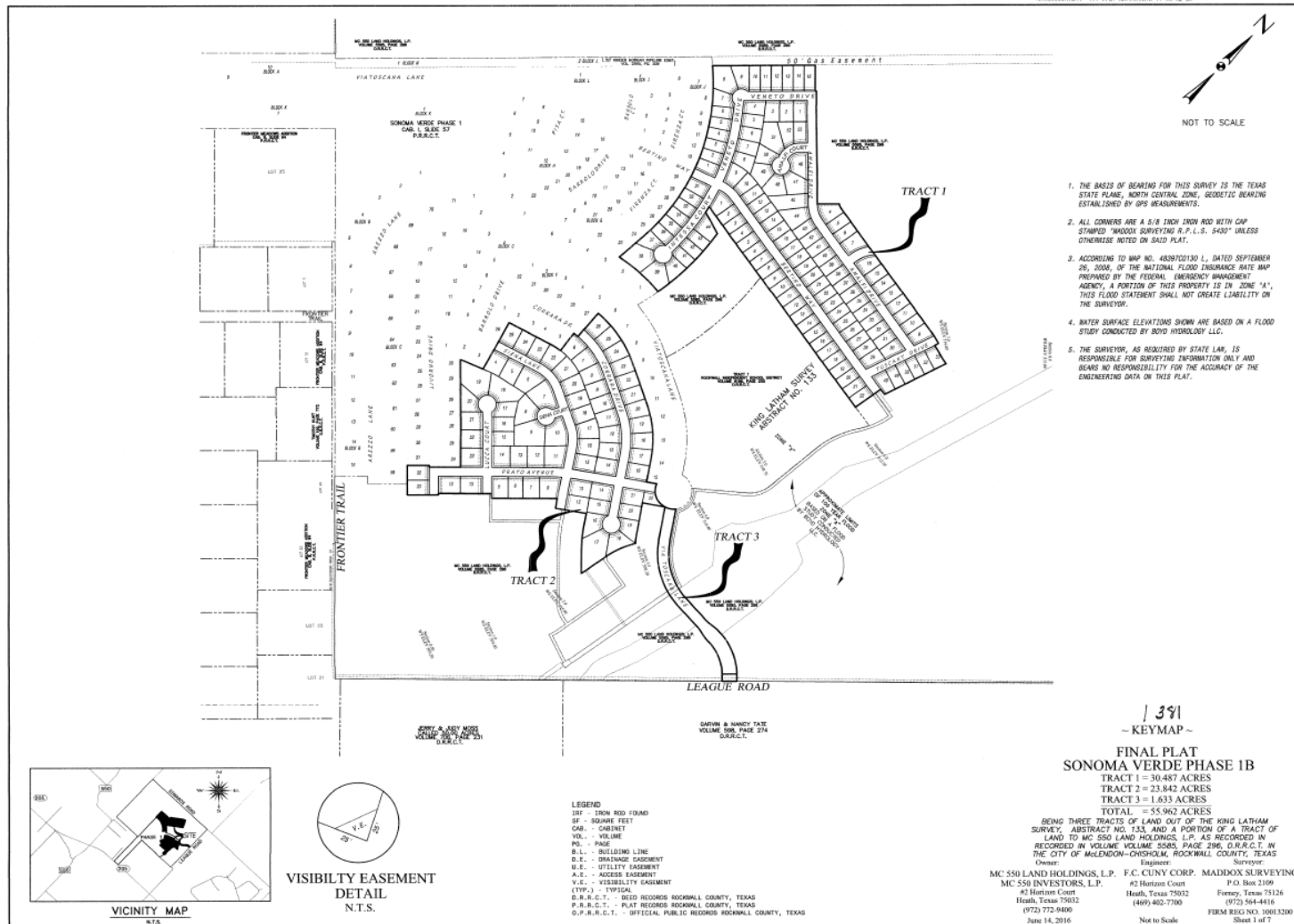
Notary Public in and for the State of Texas



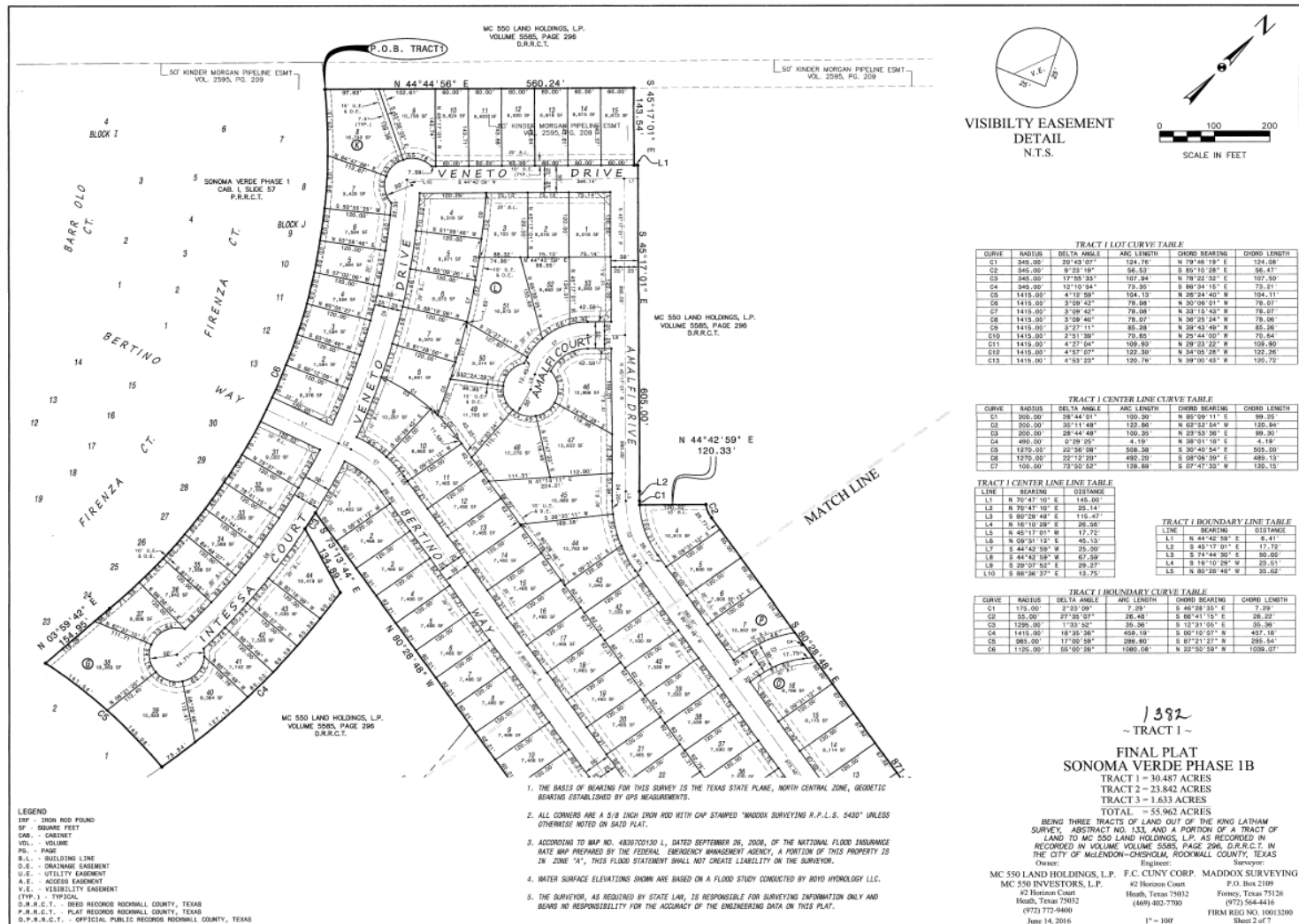
THE PURPOSE FOR THIS AMENDED PLAT IS TO CORRECT VARIOUS SCRIBER ERRORS WITHIN THE LOTS.

~ 173 Lots ~  
**AMENDED PLAT**  
**SONOMA VERDE PHASE 1**  
BEING 107.706 ACRES OUT OF THE KING LATHAM SURVEY, ABSTRACT NO. 133, AND A PORTION OF A TRACT OF LAND RECORDED IN VOLUME VOLUME 5585, PAGE 296, D.R.R.C.T. IN THE CITY OF McLEOD-CHISHOLM, ROCKWALL COUNTY, TEXAS  
Owner: MC 550 LAND HOLDINGS, L.P.  
MC 550 INVESTORS, L.P.  
12 Horizon Court  
Heath, Texas 77032  
(972) 772-9480  
Engineer: F.C. CUNY CORP.  
42 Horizon Court  
Heath, Texas 77032  
(409) 402-7700  
Surveyor: MADDOX SURVEYING  
P.O. Box 2109  
Forsyth, Texas 75126  
(972) 564-4416  
FIRM REG NO. 10013200  
Sheet # of 6

SONOMA PUBLIC IMPROVEMENT DISTRICT  
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

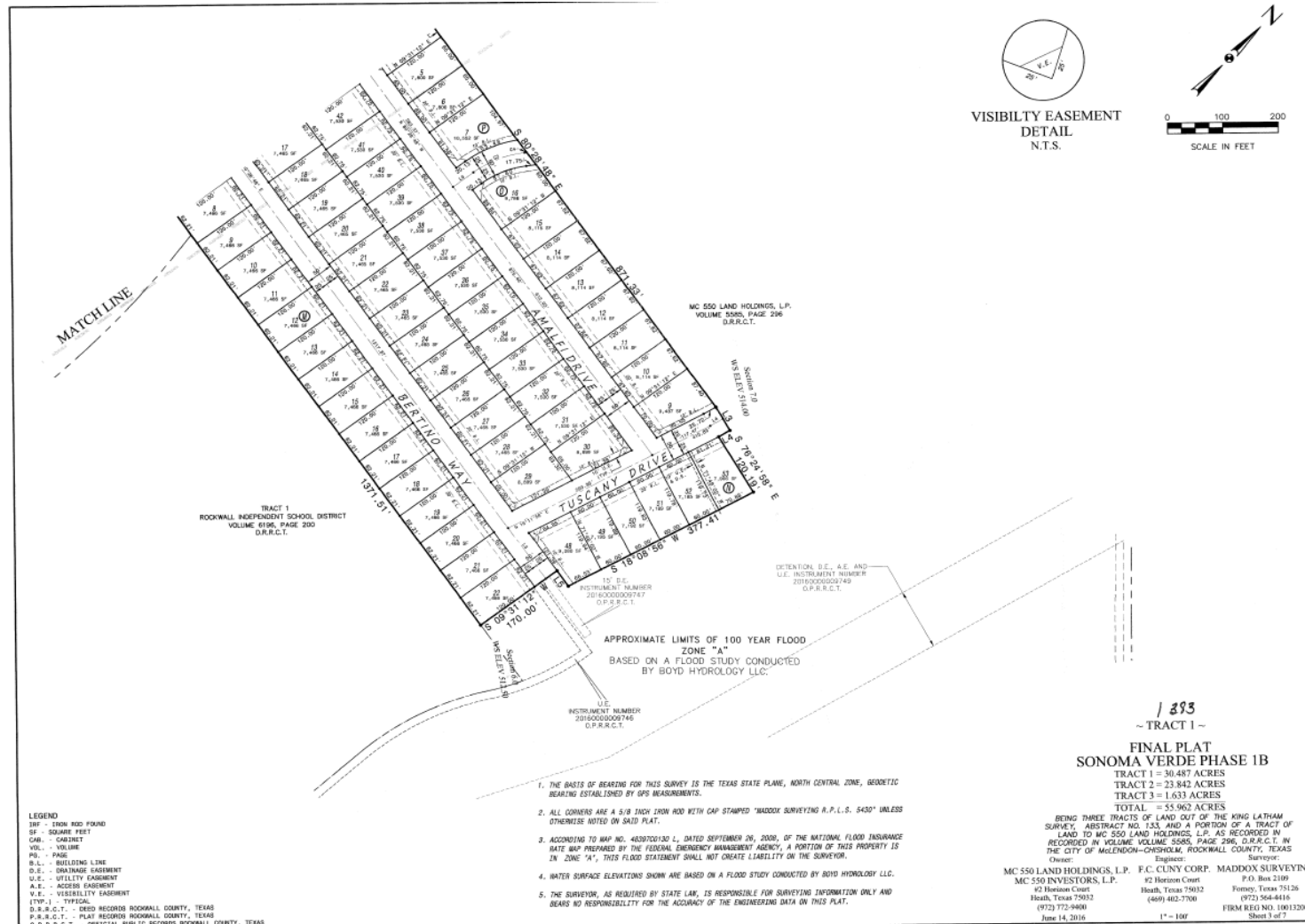


SONOMA PUBLIC IMPROVEMENT DISTRICT  
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



SONOMA PUBLIC IMPROVEMENT DISTRICT  
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN





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





|                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LEGAL DESCRIPTION:</b><br>TRACT 1                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                            |
| WHEREAS, MC 550 Land Holdings, L.P. is the owner of a tract of land recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chishole and Rockwall County, Texas, and being more particularly described as follows: | THENCE South 73 degrees 13 minutes 44 seconds East, a distance of 134.89 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;                                                                                                                                                                                                                                                           | THENCE North 44 degrees 37 minutes 32 seconds West, a distance of 112.81 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;                                                                                                                           | THENCE North 16 degrees 47 minutes 30 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the north corner of Lot 6, Block E of said Sonoma Verde Phase 1;                                                                                                                                                                 |
| BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the north corner of Lot 7, Block J of Sonoma Verde Phase 1 an addition to the City of McLendon-Chishole as recorded in Cabinet 1, Slide 57 of the Plat Records Rockwall County, Texas.                                                                 | THENCE with said curve to the right having a radius of 1415.00 feet, a central angle of 18 degrees 35 minutes 36 seconds, an arc length of 450.19 feet, a chord bearing of South 00 degrees 10 minutes 07 seconds West, a distance of 457.18 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the east corner of Lot 1, Block G of said Sonoma Verde Phase 1, said point also being at the beginning of a reverse curve to the left; | THENCE with said curve to the right having a radius of 855.00 feet, a central angle of 10 degrees 28 minutes 28 seconds, an arc length of 155.01 feet, a chord bearing of North 39 degrees 24 minutes 18 seconds West, a distance of 155.59 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner; | THENCE North 73 degrees 12 minutes 30 seconds East, a distance of 265.04 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;                                                                                                                                                                                 |
| THENCE through the interior of said MC 550 tract the following courses and distances;                                                                                                                                                                                                                                              | THENCE with said reverse curve to the left and along the northeast line of said Sonoma Verde Phase 1 having a radius of 985.00 feet, a central angle of 17 degrees 00 minutes 59 seconds, an arc length of 286.00 feet, a chord bearing of South 87 degrees 21 minutes 27 seconds West, a distance of 286.54 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the southeast corner of Lot 23, Block G of said Sonoma Verde Phase 1;  | THENCE North 34 degrees 11 minutes 04 seconds West, a distance of 87.52 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                     | THENCE with said curve to the right having a radius of 355.00 feet, a central angle of 08 degrees 58 minutes 07 seconds, an arc length of 55.57 feet, a chord bearing of North 77 degrees 57 minutes 29 seconds East, a distance of 55.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the east corner of Lot 5, Block E of said Sonoma Verde Phase 1; |
| THENCE North 44 degrees 44 minutes 06 seconds East, a distance of 560.24 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                  | THENCE South 45 degrees 17 minutes 01 seconds East, a distance of 143.54 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                                                                                                    | THENCE South 54 degrees 55 minutes 55 seconds West, a distance of 170.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                    | THENCE North 07 degrees 33 minutes 27 seconds West, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the north corner of Lot 5, Block E of said Sonoma Verde Phase 1 and at the beginning of a curve to the right;                                                                                                                    |
| THENCE North 44 degrees 42 minutes 59 seconds East, a distance of 6.41 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                    | THENCE North 44 degrees 42 minutes 59 seconds East, a distance of 6.41 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                                                                                                      | THENCE South 45 degrees 22 minutes 28 seconds West, a distance of 357.88 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                    | THENCE North 07 degrees 33 minutes 27 seconds West, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                          |
| THENCE South 45 degrees 17 minutes 01 seconds East, a distance of 605.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                  | THENCE South 45 degrees 17 minutes 01 seconds East, a distance of 17.72 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the left;                                                                                                                                                                                                                                                             | THENCE North 44 degrees 50 minutes 24 seconds West, a distance of 25.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                     | THENCE North 04 degrees 11 minutes 56 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the north corner of Lot 27, Block F of said Sonoma Verde Phase 1 at the beginning of a curve to the right;                                                                                                                       |
| THENCE South 45 degrees 17 minutes 01 seconds East, a distance of 17.72 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the left;                                                                                                                                           | THENCE with said curve to the left having a radius of 175.00 feet, a central angle of 02 degrees 23 minutes 09 seconds, an arc length of 7.29 feet, a chord bearing of South 48 degrees 28 minutes 30 seconds East, a distance of 7.29 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                      | THENCE South 45 degrees 22 minutes 28 seconds West, a distance of 290.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                    | THENCE with said curve to the right having a radius of 475.00 feet, a central angle of 03 degrees 21 minutes 31 seconds, an arc length of 27.84 feet, a chord bearing of North 84 degrees 07 minutes 18 seconds East, a distance of 27.84 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                         |
| THENCE North 44 degrees 42 minutes 59 seconds East, a distance of 120.33 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the left;                                                                                                                                          | THENCE with said curve to the left having a radius of 55.00 feet, a central angle of 27 degrees 35 minutes 07 seconds, an arc length of 26.48 feet, a chord bearing of South 06 degrees 41 minutes 15 seconds East, a distance of 26.22 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                     | THENCE South 44 degrees 50 minutes 24 seconds East, a distance of 8.30 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                      | THENCE North 04 degrees 11 minutes 56 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                          |
| THENCE South 80 degrees 28 minutes 48 seconds East, a distance of 871.33 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                  | THENCE South 80 degrees 28 minutes 48 seconds East, a distance of 871.33 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                                                                                                    | THENCE South 45 degrees 12 minutes 00 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                    | THENCE with said curve to the right having a radius of 645.00 feet, a central angle of 29 degrees 34 minutes 46 seconds, an arc length of 332.99 feet, a chord bearing of South 48 degrees 58 minutes 27 seconds East, a distance of 329.30 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                       |
| THENCE South 74 degrees 44 minutes 30 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                   | THENCE South 74 degrees 44 minutes 30 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                                                                                                     | THENCE North 44 degrees 50 minutes 24 seconds West, a distance of 8.91 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                      | THENCE South 63 degrees 45 minutes 50 seconds East, a distance of 225.38 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;                                                                                                                                                                                 |
| THENCE South 18 degrees 10 minutes 29 seconds West, a distance of 23.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                   | THENCE South 18 degrees 10 minutes 29 seconds West, a distance of 23.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                                                                                                     | THENCE North 45 degrees 22 minutes 28 seconds East, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the east corner of Lot 24, Block D of said Sonoma Verde Phase 1;                                                                                                           | THENCE with said curve to the right having a radius of 645.00 feet, a central angle of 29 degrees 34 minutes 46 seconds, an arc length of 332.99 feet, a chord bearing of South 48 degrees 58 minutes 27 seconds East, a distance of 329.30 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                       |
| THENCE South 78 degrees 24 minutes 08 seconds East, a distance of 120.19 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                  | THENCE South 78 degrees 24 minutes 08 seconds East, a distance of 120.19 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                                                                                                    | THENCE North 44 degrees 50 minutes 24 seconds East, a distance of 8.91 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                      | THENCE with said curve to the left having a radius of 100.00 feet, a central angle of 86 degrees 06 minutes 11 seconds, an arc length of 150.34 feet, a chord bearing of South 63 degrees 39 minutes 31 seconds East, a distance of 136.57 feet to the POINT OF BEGINNING containing 1,038,548 square feet, or 23.842 acres of land.                                       |
| THENCE South 15 degrees 08 minutes 56 seconds West, a distance of 377.41 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                  | THENCE South 15 degrees 08 minutes 56 seconds West, a distance of 377.41 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                                                                                                    | THENCE with said curve to the right having a radius of 200.00 feet, a central angle of 06 degrees 18 minutes 56 seconds, an arc length of 22.08 feet, a chord bearing of North 65 degrees 35 minutes 17 seconds East, a distance of 22.03 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;   |                                                                                                                                                                                                                                                                                                                                                                            |
| THENCE North 80 degrees 28 minutes 48 seconds West, a distance of 36.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                   | THENCE North 80 degrees 28 minutes 48 seconds West, a distance of 36.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                                                                                                     | THENCE North 68 degrees 44 minutes 45 seconds East, a distance of 111.76 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the east corner of Lot 3, Block D of said Sonoma Verde Phase 1;                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                            |
| THENCE South 09 degrees 31 minutes 12 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                  | THENCE South 09 degrees 31 minutes 12 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                                                                                                                                                    | THENCE North 16 degrees 47 minutes 30 seconds West, a distance of 125.10 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for the north corner of Lot 3, Block D of said Sonoma Verde Phase 1;                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                            |
| THENCE North 80 degrees 28 minutes 48 seconds West, a distance of 1371.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;                                                                                                                                        | THENCE North 80 degrees 28 minutes 48 seconds West, a distance of 1371.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner at the beginning of a curve to the right;                                                                                                                                                                                                                                                          | THENCE with said curve to the right having a radius of 300.00 feet, a central angle of 04 degrees 25 minutes 34 seconds, an arc length of 23.16 feet, a chord bearing of North 11 degrees 57 minutes 39 seconds West, a distance of 23.17 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;   |                                                                                                                                                                                                                                                                                                                                                                            |
| THENCE with said curve to the right having a radius of 1285.00 feet, a central angle of 01 degrees 33 minutes 52 seconds, an arc length of 35.36 feet, a chord bearing of South 12 degrees 37 minutes 05 seconds East, a distance of 35.36 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                | THENCE with said curve to the right having a radius of 1285.00 feet, a central angle of 01 degrees 33 minutes 52 seconds, an arc length of 35.36 feet, a chord bearing of South 12 degrees 37 minutes 05 seconds East, a distance of 35.36 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                  | THENCE North 73 degrees 12 minutes 30 seconds East, a distance of 0.93 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" for corner;                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                            |

1384

FINAL PLAT

SONOMA VERDE PHASE 1B

TRACT 1 – 30.487 ACRES

TRACT 2 – 23.842 ACRES

TRACT 3 – 1.633 ACRES

TOTAL – 55.962 ACRES

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

Owner: MC 550 LAND HOLDINGS, L.P. F.C. CUNY CORP. MADDOX SURVEYING

#2 Horizon Court 42 Haven Court P.O. Box 2169

Heath, Texas 75032 Heath, Texas 75032 Fomey, Texas 75126

(972) 772-8400 (409) 402-7300 (972) 584-4316

June 14, 2016 FIRM RECD NO. 10601280

Sheet 6 of 7



**LEGAL DESCRIPTION:**  
**TRACT 3**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE North 34 degrees 11 minutes 04 seconds West, a distance of 184.04 feet to the POINT OF BEGINNING containing 71,126 square feet, or 1.639 acres of land.

**SURVEYORS CERTIFICATE**

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

WITNESS UNDER MY HAND THIS 21 DAY OF JUN 2016.

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



STATE OF TEXAS:  
COUNTY OF KAUFMAN:

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



**APPROVED**

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

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

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

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

*Stephanie Holman*  
City Secretary  
City of McLeod-Chisholm, Texas

Recommended for Final Approval:

*Stephanie Holman*  
Chairman  
Planning & Zoning Commission

Approved: *[Signature]*

Mayor  
City of McLeod-Chisholm, Texas

Date June 22, 2016

Date June 22, 2016

**OWNER'S CERTIFICATE**

STATE OF TEXAS  
COUNTY OF ROCKWALL

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

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

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

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

STATE OF TEXAS:  
COUNTY OF ROCKWALL:

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

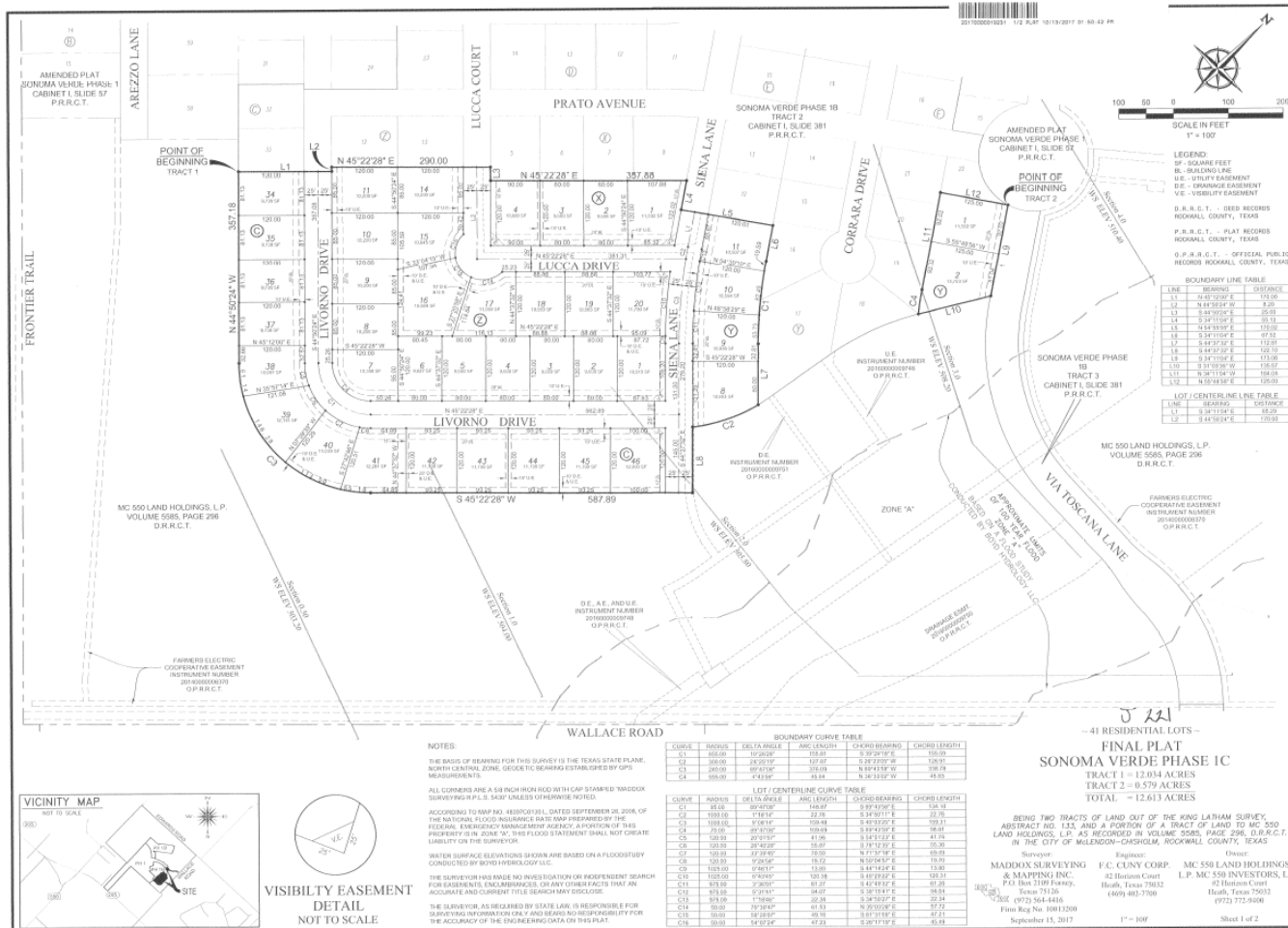


**1337**  
**FINAL PLAT**  
**SONOMA VERDE PHASE 1B**  
TRACT 1 - 30.487 ACRES  
TRACT 2 - 23.842 ACRES  
TRACT 3 - 1.633 ACRES  
TOTAL - 55.962 ACRES

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

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

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



SONOMA PUBLIC IMPROVEMENT DISTRICT  
 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

**OWNER'S DEDICATION**

STATE OF TEXAS §  
COUNTY OF ROCKWALL §

THAT WE DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS SONOMA VERDE PHASE 1C, AN ADDITION TO THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS AND DO HEREBY DEDICATE TO THE PRIVATE USE AND TO BE MAINTAINED FOREVER THE STREETS AND ALLEYS THEREON TO THE HOME OWNERS ASSOCIATION. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR PURPOSES INDICATED. THE UTILITY AND ACCESS EASEMENTS SHALL BE OPEN TO THE PUBLIC. FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES, AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE, THE MAINTENANCE OF PAVING ON THE UTILITY AND ACCESS EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDING, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RECONSTRUCTED, OR REPLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING OR DESIRING TO USE THE SAME, ALL, AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL, OR PART OF ANY BUILDING, FENCE, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS, AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT TO INGRESS AND EGRESS TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS.

NOT WITHSTANDING ANY DEDICATOR LANGUAGE CONTAINED ON THIS PLAT, WHETHER IN THIS OWNERS CERTIFICATE OR OTHERWISE, THE CITY AND OWNER ACKNOWLEDGE AND CONFIRM THAT THOSE IMPROVEMENTS, INCLUDING ANY REAL ESTATE REQUIRED FOR SUCH IMPROVEMENTS, IDENTIFIED AS AUTHORIZED IMPROVEMENTS IN THAT CERTAIN PID SERVICE AND ASSESSMENT PLAN APPROVED BY CITY COUNCIL ON JUNE 13, 2017 AND ATTACHED TO CITY ORDINANCE NO. 2017-181, ARE NOT DEDICATED BY THIS PLAT. INSTEAD, THE CITY INTENDS TO ACQUIRE OR CONSTRUCT SUCH IMPROVEMENTS WITH THE PROCEEDS OF PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR BOND PROCEEDS THE REPAYMENT OF WHICH IS SECURED BY SAID ASSESSMENTS.

OWNER'S MC 550 INVESTORS L.P. &  
MC 550 LAND HOLDINGS L.P.

*Randy Fields*  
BY: MANAGER OF MC 550 L.P. LLC,  
General partner of each

STATE OF TEXAS §  
COUNTY OF ROCKWALL §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10<sup>th</sup> DAY OF October, 2017.

*Luisa Palomba*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVED

I hereby certify that the above and foregoing Plat of SONOMA VERDE PHASE 1C in the City of McLENDON-CHISHOLM, Texas, was approved by the Mayor of the City of McLENDON-CHISHOLM, Texas, on 10<sup>th</sup> day of October, 2017.

I do approve that the installation of the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one year from the date of this approval. An extension may be granted by the City Council.

Said Addition shall be subject to all the requirements of the Planning Ordinance of the City of McLENDON-CHISHOLM.

Witness my hand this 10<sup>th</sup> day of October, 2017.

*Luisa Palomba*  
City of McLENDON-CHISHOLM, Texas

RECOMMENDED FOR FINAL APPROVAL:

*Rhonda K Davis*  
City Manager  
Planning & Zoning Commission

*Randy Fields*  
Approved  
City of McLENDON-CHISHOLM, Texas

FILED AND RECORDED  
OFFICIAL Public Records  
Marilyn Taylor, County Clerk  
Rockwall County, Texas  
on 10-10-2017 at 10:20 am  
\$100.00  
2017000020001

*Hein*

**COPY**

**OWNERS CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF ROCKWALL §

**TRACT 1**  
**LEGAL DESCRIPTION:**

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

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the most westerly southwest corner of Tract 2 of Sonoma Verde Phase 1B an addition to The City of McLENDON-CHISHOLM as recorded in Cabinet I, Slide 381 of the Plat Records of Rockwall County, Texas, same being the northwest corner of Tract 3 of said Sonoma Verde Phase 1B and lying on the westerly line of Via Toscana Lane, (a 60' right-of-way);

THENCE along the southerly line of said Tract 2 the following courses and distances;

THENCE North 45 degrees 12 minutes 00 seconds East, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE North 44 degrees 50 minutes 24 seconds West, a distance of 8.20 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE North 48 degrees 22 minutes 28 seconds East, a distance of 200.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE South 44 degrees 59 minutes 24 seconds East, a distance of 25.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE North 45 degrees 22 minutes 28 seconds East, a distance of 357.88 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE South 34 degrees 11 minutes 04 seconds East, a distance of 55.13 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE North 64 degrees 55 minutes 55 seconds East, a distance of 170.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE South 34 degrees 11 minutes 04 seconds East, a distance of 67.52 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 855.00 feet, a central angle of 10 degrees 26 minutes 28 seconds, an arc length of 155.81 feet, a chord bearing of South 39 degrees 24 minutes 18 seconds East, a distance of 155.69 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE South 44 degrees 37 minutes 32 seconds East, a distance of 112.81 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the most southerly southwest corner of said Tract 2 and at the beginning of a curve to the right;

THENCE departing said Tract 2 southerly line and through the interior of the aforementioned MC 550 Land Holdings tract the following courses and distances;

THENCE with said curve to the right having a radius of 300.00 feet, a central angle of 24 degrees 25 minutes 19 seconds, an arc length of 127.87 feet, a chord bearing of South 28 degrees 23 minutes 00 seconds West, a distance of 126.91 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 44 degrees 37 minutes 32 seconds East, a distance of 122.18 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 45 degrees 22 minutes 28 seconds West, a distance of 587.89 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 240.00 feet, a central angle of 24 degrees 44 minutes 08 seconds, an arc length of 376.09 feet, a chord bearing of North 89 degrees 43 minutes 58 seconds West, a distance of 338.78 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE North 44 degrees 50 minutes 24 seconds West, a distance of 367.18 feet to the POINT OF BEGINNING containing 524.204 square Feet, or 12.034 acres of land.

**TRACT 2**  
**LEGAL DESCRIPTION:**

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

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for east corner of Tract 2 of Sonoma Verde Phase 1B, an addition to The City of McLENDON-CHISHOLM as recorded in Cabinet I, Slide 381 of the Plat Records of Rockwall County, Texas, same being the northwest corner of Tract 3 of said Sonoma Verde Phase 1B and lying on the westerly line of Via Toscana Lane, (a 60' right-of-way);

THENCE South 34 degrees 11 minutes 04 seconds East along the westerly line of said Via Toscana Lane, a distance of 173.08 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

THENCE South 31 degrees 03 minutes 36 seconds West departing the westerly line of said Via Toscana Lane and through the interior of said MC 550 tract, a distance of 135.57 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the southeast corner of said Tract 2, said point also lying at the beginning of a curve to the right;

THENCE with said curve to the right and along the easterly line of said Tract 2 having a radius of 555.00 feet, a central angle of 04 degrees 43 minutes 56 seconds, an arc length of 45.34 feet, a chord bearing of North 38 degrees 33 minutes 02 seconds West, a distance of 45.83 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE North 34 degrees 11 minutes 04 seconds West continuing along the easterly line of said Tract 2, a distance of 184.04 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE North 55 degrees 48 minutes 50 seconds East continuing along the easterly line of said Tract 2, a distance of 125.00 feet to the POINT OF BEGINNING containing 25.205 square Feet, or 0.579 of an acre of land.

**SURVEYORS CERTIFICATE**

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

WITNESS UNDER MY HAND THIS 3<sup>rd</sup> DAY OF October, 2017.

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

STATE OF TEXAS §  
COUNTY OF KAUFMAN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3<sup>rd</sup> DAY OF October, 2017.

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

ALISON M. STEWART  
Notary Public, State of Texas  
Comm. Expires 01-01-2020  
Notary ID: 122810483

41 RESIDENTIAL LOTS - J 222

**FINAL PLAT**  
**SONOMA VERDE PHASE 1C**  
TRACT 1 = 12.034 ACRES  
TRACT 2 = 0.579 ACRES  
TOTAL = 12.613 ACRES

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

Surveyor: MADDOX SURVEYING & MAPPING INC., P.O. Box 21097, Frisco, Texas 75035, (972) 564-4416, Fax: 972-564-4416, Registered 1/5, 2017

Engineer: F.C. CLINTY CORP., 42 Houston Court, Heath, Texas 75032, (409) 402-7700

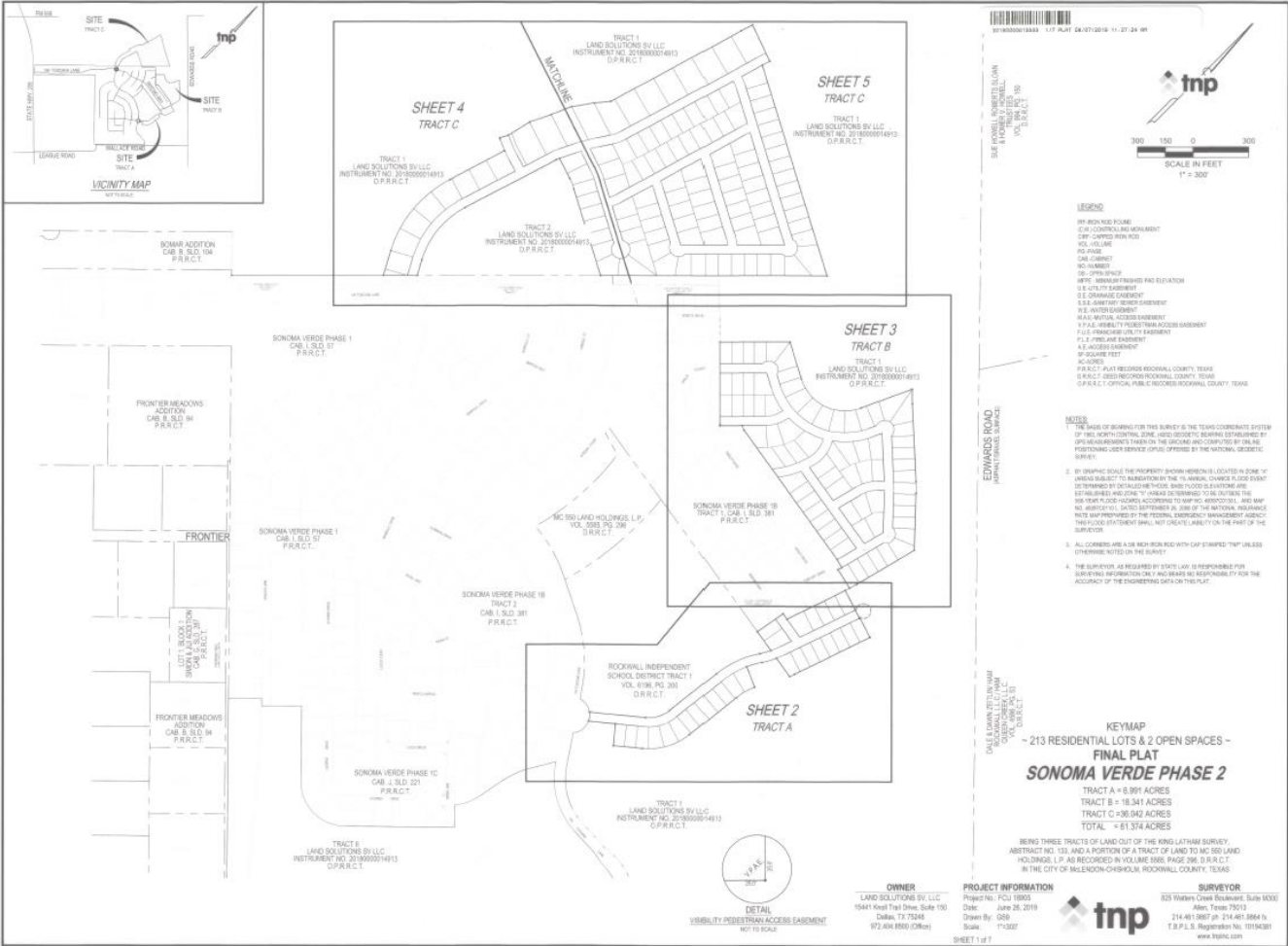
Owner: MC 550 LAND HOLDINGS, L.P., MC 550 INVESTORS, L.P., 42 Houston Court, Heath, Texas 75032, (972) 772-9400

1" = 100'

Sheet 2 of 2

SONOMA PUBLIC IMPROVEMENT DISTRICT  
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

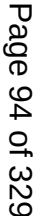
**EXHIBIT A-4 – FINAL PLAT FOR IMPROVEMENT AREA #2**











## 62

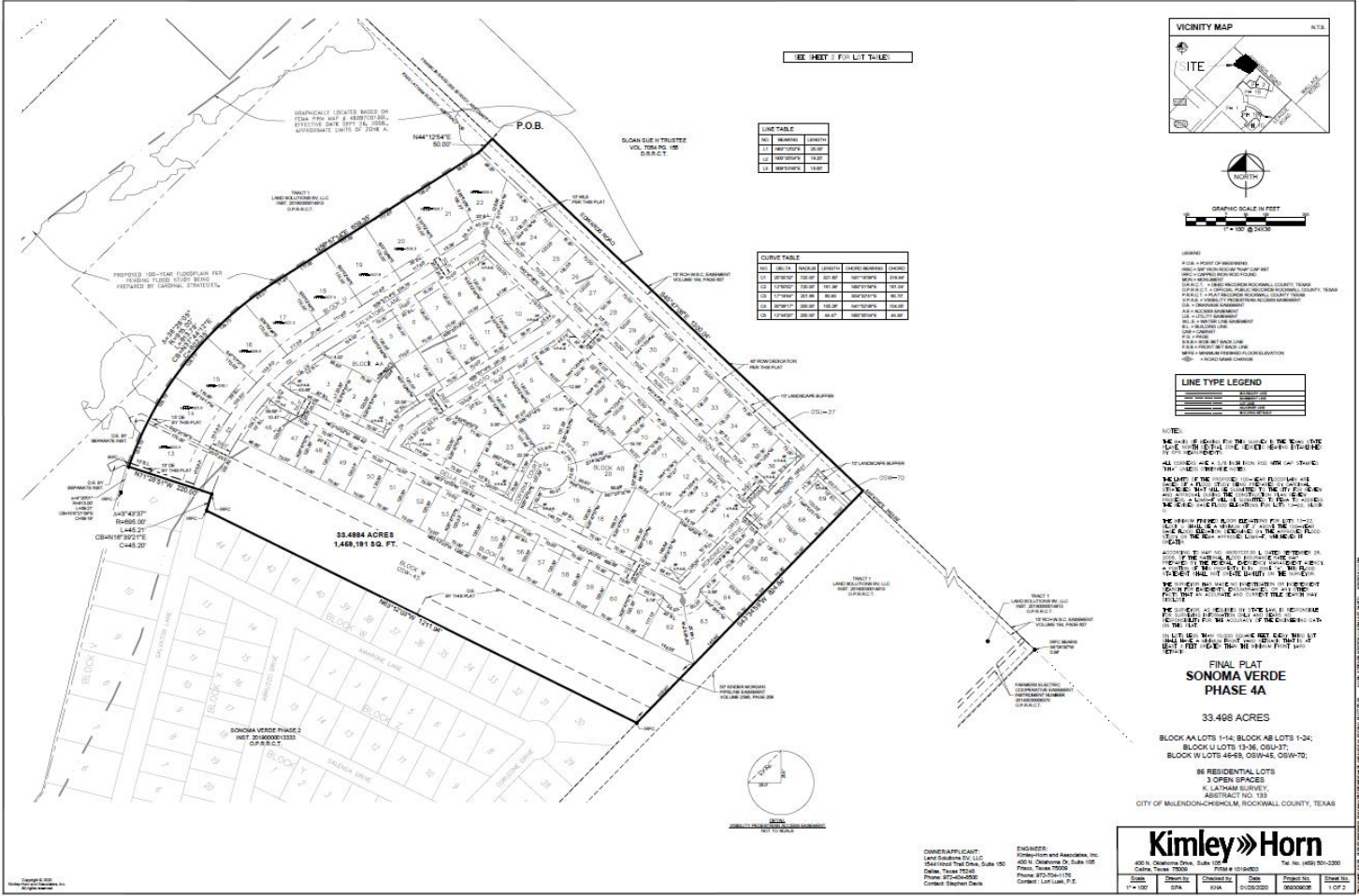






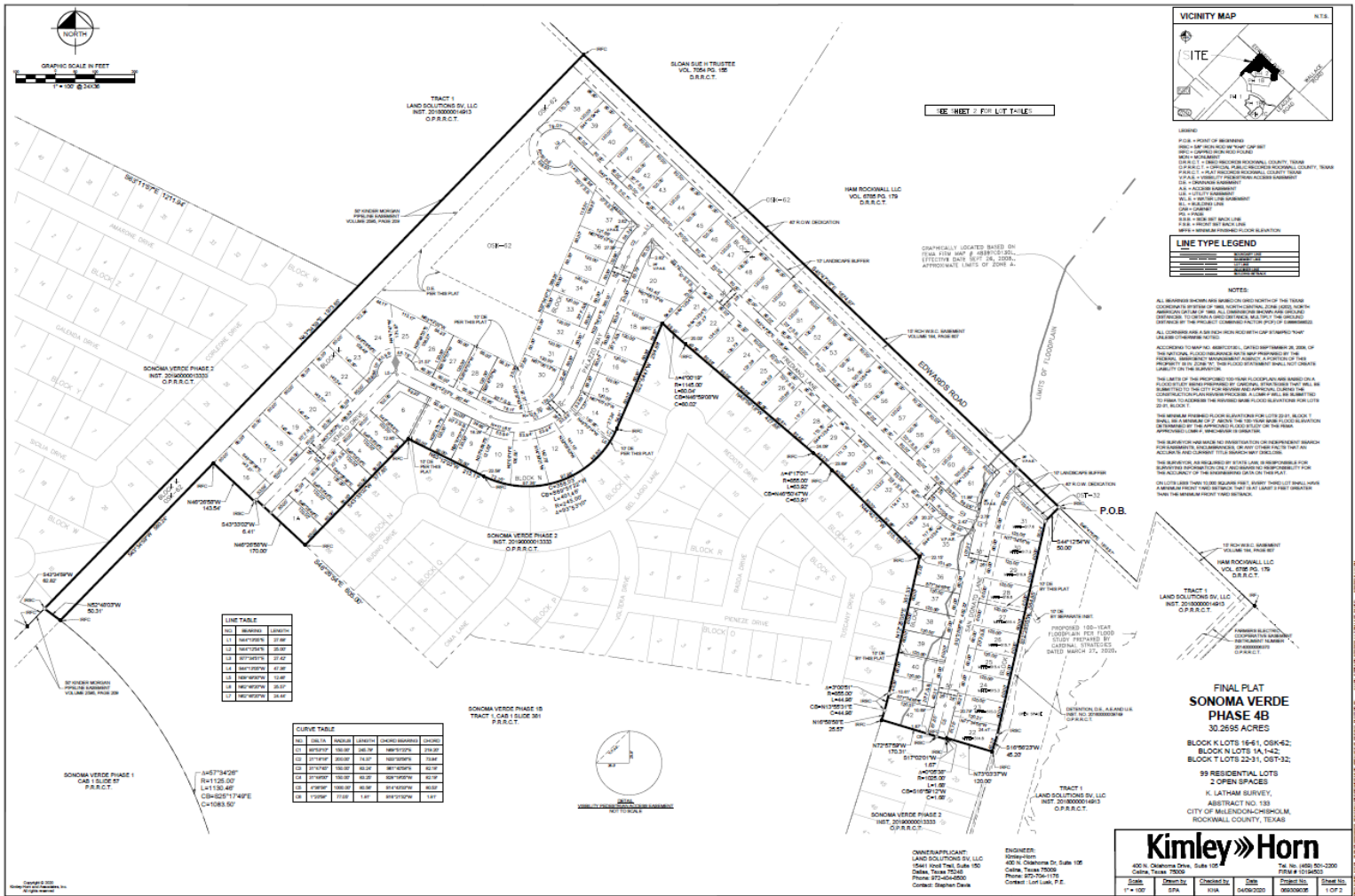


**EXHIBIT A-5 – FINAL PLAT FOR IMPROVEMENT AREA #3**









SONOMA PUBLIC IMPROVEMENT DISTRICT  
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

[illegible]

## EXHIBIT B – AUTHORIZED IMPROVEMENTS

|                                                              | Total Costs   | Phase 1        |               | Improvement Area #1C |              | Improvement Area #2 |              | Improvement Area #3 |              |
|--------------------------------------------------------------|---------------|----------------|---------------|----------------------|--------------|---------------------|--------------|---------------------|--------------|
|                                                              |               | % <sup>3</sup> | Cost          | % <sup>3</sup>       | Cost         | % <sup>3</sup>      | Cost         | %                   | Cost         |
| Major Improvements <sup>2</sup>                              |               |                |               |                      |              |                     |              |                     |              |
| Roadway Improvements                                         | \$ 321,346    | 33.74%         | \$ 108,423    | 3.98%                | \$ 12,797    | 18.38%              | \$ 59,075    | 17.29%              | \$ 55,574    |
| Water Distribution System Improvements                       | 78,085        | 33.74%         | 26,346        | 3.98%                | 3,110        | 18.38%              | 14,355       | 17.29%              | 13,504       |
| Sanitary Sewer Collection System Improvements                | 1,525,144     | 33.74%         | 514,587       | 3.98%                | 60,738       | 18.38%              | 280,379      | 17.29%              | 263,748      |
| Storm Drainage Collection System Improvements                | 82,153        | 33.74%         | 27,719        | 3.98%                | 3,272        | 18.38%              | 15,103       | 17.29%              | 14,208       |
| Contingency for hard costs                                   | 156,764       | 33.74%         | 52,892        | 3.98%                | 6,243        | 18.38%              | 28,819       | 17.29%              | 27,111       |
| Soft Costs <sup>4</sup>                                      | 68,625        | 33.74%         | 23,154        | 3.98%                | 2,733        | 18.38%              | 12,616       | 17.29%              | 11,868       |
|                                                              | \$ 2,232,117  |                | \$ 753,121    |                      | \$ 88,893    |                     | \$ 410,347   |                     | \$ 386,012   |
| Phase 1 Improvements                                         |               |                |               |                      |              |                     |              |                     |              |
| Road Improvements                                            | \$ 3,498,998  | 100.00%        | \$ 3,498,998  | 0.00%                | \$ -         | 0.00%               | \$ -         | 0.00%               | \$ -         |
| Water Improvements                                           | 1,579,466     | 100.00%        | 1,579,466     | 0.00%                | -            | 0.00%               | -            | 0.00%               | -            |
| Sanitary Sewer Improvements                                  | 1,012,461     | 100.00%        | 1,012,461     | 0.00%                | -            | 0.00%               | -            | 0.00%               | -            |
| Storm Drainage Improvements                                  | 1,617,278     | 100.00%        | 1,617,278     | 0.00%                | -            | 0.00%               | -            | 0.00%               | -            |
| Contingency for hard costs                                   | 794,730       | 100.00%        | 794,730       | 0.00%                | -            | 0.00%               | -            | 0.00%               | -            |
| Soft Costs <sup>1</sup>                                      | 1,612,175     | 100.00%        | 1,612,175     | 0.00%                | -            | 0.00%               | -            | 0.00%               | -            |
|                                                              | \$ 10,115,108 |                | \$ 10,115,108 |                      | \$ -         |                     | \$ -         |                     | \$ -         |
| Phase 2 Improvements                                         |               |                |               |                      |              |                     |              |                     |              |
| Road Improvements                                            | \$ 2,349,701  | 0.00%          | \$ -          | 17.81%               | \$ 418,379   | 82.19%              | \$ 1,931,322 | 0.00%               | \$ -         |
| Water Improvements                                           | 1,008,093     | 0.00%          | -             | 17.81%               | 179,497      | 82.19%              | 828,596      | 0.00%               | -            |
| Sanitary Sewer Improvements                                  | 920,852       | 0.00%          | -             | 17.81%               | 163,963      | 82.19%              | 756,889      | 0.00%               | -            |
| Storm Drainage Improvements                                  | 1,777,546     | 0.00%          | -             | 17.81%               | 316,503      | 82.19%              | 1,461,043    | 0.00%               | -            |
| Soft Costs <sup>4</sup>                                      | 1,579,069     | 0.00%          | -             | 17.81%               | 281,163      | 82.19%              | 1,297,906    | 0.00%               | -            |
|                                                              | \$ 7,635,261  |                | \$ -          |                      | \$ 1,359,505 |                     | \$ 6,275,756 |                     | \$ -         |
| Improvement Area #3 Improvements                             |               |                |               |                      |              |                     |              |                     |              |
| Street <sup>5</sup>                                          | \$ 1,457,927  | 0.00%          | \$ -          | 0.00%                | \$ -         | 0.00%               | \$ -         | 100.00%             | \$ 1,457,927 |
| Water <sup>6</sup>                                           | 516,335       | 0.00%          | -             | 0.00%                | -            | 0.00%               | -            | 100.00%             | 516,335      |
| Sewer                                                        | 516,558       | 0.00%          | -             | 0.00%                | -            | 0.00%               | -            | 100.00%             | 516,558      |
| Storm Drainage                                               | 862,993       | 0.00%          | -             | 0.00%                | -            | 0.00%               | -            | 100.00%             | 862,993      |
| Soft Costs                                                   | 1,833,475     | 0.00%          | -             | 0.00%                | -            | 0.00%               | -            | 100.00%             | 1,833,475    |
|                                                              | \$ 5,187,289  |                | \$ -          |                      | \$ -         |                     | \$ -         |                     | \$ 5,187,289 |
| PID Establishment Costs and Bond Issuance Costs <sup>4</sup> |               |                |               |                      |              |                     |              |                     |              |
| PID legal fees                                               | \$ 560,568    |                | \$ 276,000    |                      | \$ 50,669    |                     | \$ 233,899   |                     | \$ -         |
| MIA PID establishment costs                                  | 149,341       |                | 50,388        |                      | 5,947        |                     | 27,454       |                     | 25,827       |
| Phase 1 PID establishment costs                              | 54,031        |                | 54,031        |                      | -            |                     | -            |                     | -            |
| Phase 2 PID establishment costs                              | 29,101        |                | -             |                      | 5,182        |                     | 23,919       |                     | -            |
| Phase 3 PID establishment costs                              | -             |                | -             |                      | -            |                     | -            |                     | -            |
| Debt Service Reserve                                         | 1,420,863     |                | 571,188       |                      | -            |                     | 425,250      |                     | 424,425      |
| Capitalized Interest                                         | 703,183       |                | -             |                      | -            |                     | 366,583      |                     | 336,600      |
| Other Bond Issuance Costs <sup>3</sup>                       | 2,466,675     |                | 1,285,200     |                      | -            |                     | 622,500      |                     | 558,975      |
|                                                              | \$ 5,383,762  |                | \$ 2,236,807  |                      | \$ 61,798    |                     | \$ 1,699,605 |                     | \$ 1,345,827 |
| Total                                                        | \$ 30,553,537 |                | \$ 13,105,036 |                      | \$ 1,510,196 |                     | \$ 8,385,708 |                     | \$ 6,919,128 |

**Notes:**

- 1) Soft costs include engineering, design, surveying, geotechnical and materials testing, general contractor, project general conditions, ROW dedication, City inspection fees, etc.
- 2) Major Improvements totals and allocations for Phase 1, Improvement Area #1C, and Improvement Area #2 per the 2019 MuniCap SAP.
- 3) Includes Underwriter's Discount, financial advisors, bond counsel, deposit to the Administrative Fund, rounding amounts, etc.
- 4) PID Establishment Costs and Bond Issuance Costs are estimates only for Improvement Area #3.
- 5) Unless otherwise approved by the City Council, in the event Improvement Area #3 Bonds are not issued, rights-of-way acquisition, as defined in **Section III.A.4**, shall not be a reimbursable Authorized Improvement.
- 6) Unless otherwise approved by the City Council, in the event Improvement Area #3 Bonds are issued, the water improvements, as defined in **Section III.A.4**, will be replaced by rights-of-way acquisition, which rights-of-way acquisition cost shall not exceed (i) the Actual Costs of water improvements, and (ii) the fair market value supported by an independent appraisal as required by Section 252.051 of the Texas Local Government Code.

## EXHIBIT C – SERVICE PLAN

| Phase 1                         |                        |                      |                      |                      |                      |                      |
|---------------------------------|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Annual Installment Due          |                        | 1/31/2021            | 1/31/2022            | 1/31/2023            | 1/31/2024            | 1/31/2025            |
| Principal                       |                        | \$ 230,000.00        | \$ 255,000.00        | \$ 265,000.00        | \$ 275,000.00        | \$ 285,000.00        |
| Interest                        |                        | \$ 329,442.36        | \$ 298,850.00        | \$ 288,650.00        | \$ 278,050.00        | \$ 267,050.00        |
|                                 | (1)                    | \$ 559,442.36        | \$ 553,850.00        | \$ 553,650.00        | \$ 553,050.00        | \$ 552,050.00        |
| <i>Administrative Expenses</i>  |                        |                      |                      |                      |                      |                      |
| Administrative Costs            |                        | \$ 47,031.19         | \$ 47,971.82         | \$ 48,931.25         | \$ 49,909.88         | \$ 50,908.08         |
| Maintenance and Operation Costs |                        | \$ 22,568.00         | \$ 22,568.00         | \$ 22,568.00         | \$ 22,568.00         | \$ 22,568.00         |
|                                 | (2)                    | \$ 69,599.19         | \$ 70,539.82         | \$ 71,499.25         | \$ 72,477.88         | \$ 73,476.08         |
| <b>Total Annual Installment</b> | <b>(3) = (1) + (2)</b> | <b>\$ 629,041.55</b> | <b>\$ 624,389.82</b> | <b>\$ 625,149.25</b> | <b>\$ 625,527.88</b> | <b>\$ 625,526.08</b> |

| Improvement Area #1C            |                        |                      |                      |                      |                      |                      |
|---------------------------------|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Annual Installment Due          |                        | 1/31/2021            | 1/31/2022            | 1/31/2023            | 1/31/2024            | 1/31/2025            |
| Principal                       |                        | \$ 11,577.08         | \$ 12,609.75         | \$ 13,734.54         | \$ 23,081.10         | \$ 24,447.50         |
| Interest                        |                        | \$ 115,075.08        | \$ 114,042.41        | \$ 112,917.62        | \$ 74,127.75         | \$ 72,761.35         |
|                                 | (1)                    | \$ 126,652.16        | \$ 126,652.16        | \$ 126,652.16        | \$ 97,208.86         | \$ 97,208.86         |
| <i>Administrative Expenses</i>  |                        |                      |                      |                      |                      |                      |
| Administrative Costs            |                        | \$ 6,552.26          | \$ 6,683.31          | \$ 6,816.98          | \$ 6,953.32          | \$ 7,092.38          |
| Maintenance and Operation Costs |                        | \$ 2,542.00          | \$ 2,542.00          | \$ 2,542.00          | \$ 2,542.00          | \$ 2,542.00          |
|                                 | (2)                    | \$ 9,094.26          | \$ 9,225.31          | \$ 9,358.98          | \$ 9,495.32          | \$ 9,634.38          |
| <b>Total Annual Installment</b> | <b>(3) = (1) + (2)</b> | <b>\$ 135,746.42</b> | <b>\$ 135,877.47</b> | <b>\$ 136,011.13</b> | <b>\$ 106,704.17</b> | <b>\$ 106,843.24</b> |

| Improvement Area #2             |                              |                      |                      |                      |                      |                      |
|---------------------------------|------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Annual Installment Due          |                              | 1/31/2021            | 1/31/2022            | 1/31/2023            | 1/31/2024            | 1/31/2025            |
| Principal                       |                              | \$ 110,000.00        | \$ 115,000.00        | \$ 120,000.00        | \$ 125,000.00        | \$ 130,000.00        |
| Interest                        |                              | \$ 261,412.50        | \$ 257,562.50        | \$ 253,537.50        | \$ 249,337.50        | \$ 244,962.50        |
|                                 | (1)                          | \$ 371,412.50        | \$ 372,562.50        | \$ 373,537.50        | \$ 374,337.50        | \$ 374,962.50        |
| <i>Administrative Expenses</i>  |                              |                      |                      |                      |                      |                      |
| Administrative Costs            |                              | \$ 31,616.54         | \$ 32,248.87         | \$ 32,893.85         | \$ 33,551.73         | \$ 34,222.76         |
| Maintenance and Operation Costs |                              | \$ 13,206.00         | \$ 13,206.00         | \$ 13,206.00         | \$ 13,206.00         | \$ 13,206.00         |
|                                 | (2)                          | \$ 44,822.54         | \$ 45,454.87         | \$ 46,099.85         | \$ 46,757.73         | \$ 47,428.76         |
| Additional Interest             | (3)                          | \$ 31,125.00         | \$ 30,575.00         | \$ 30,000.00         | \$ 29,400.00         | \$ 28,775.00         |
| <b>Total Annual Installment</b> | <b>(4) = (1) + (2) + (3)</b> | <b>\$ 447,360.04</b> | <b>\$ 448,592.37</b> | <b>\$ 449,637.35</b> | <b>\$ 450,495.23</b> | <b>\$ 451,166.26</b> |

| Improvement Area #3             |                              |                     |                      |                      |                      |                      |
|---------------------------------|------------------------------|---------------------|----------------------|----------------------|----------------------|----------------------|
| Annual Installment Due          |                              | 1/31/2021           | 1/31/2022            | 1/31/2023            | 1/31/2024            | 1/31/2025            |
| Principal                       |                              | \$ -                | \$ 85,000.00         | \$ 90,000.00         | \$ 95,000.00         | \$ 100,000.00        |
| Interest                        |                              | \$ 168,300.00       | \$ 336,600.00        | \$ 331,925.00        | \$ 326,975.00        | \$ 321,750.00        |
| Capitalized Interest            |                              | \$ (168,300.00)     | \$ (168,300.00)      | \$ -                 | \$ -                 | \$ -                 |
|                                 | (1)                          | \$ -                | \$ 253,300.00        | \$ 421,925.00        | \$ 421,975.00        | \$ 421,750.00        |
| <i>Administrative Expenses</i>  |                              |                     |                      |                      |                      |                      |
| Administrative Costs            |                              | \$ 35,000.00        | \$ 35,700.00         | \$ 36,414.00         | \$ 37,142.28         | \$ 37,885.13         |
| Maintenance and Operation Costs |                              | \$ -                | \$ 11,470.00         | \$ 11,470.00         | \$ 11,470.00         | \$ 11,470.00         |
|                                 | (2)                          | \$ 35,000.00        | \$ 47,170.00         | \$ 47,884.00         | \$ 48,612.28         | \$ 49,355.13         |
| Additional Interest             | (3)                          | \$ -                | \$ 30,600.00         | \$ 30,175.00         | \$ 29,725.00         | \$ 29,250.00         |
| <b>Total Annual Installment</b> | <b>(4) = (1) + (2) + (3)</b> | <b>\$ 35,000.00</b> | <b>\$ 331,070.00</b> | <b>\$ 499,984.00</b> | <b>\$ 500,312.28</b> | <b>\$ 500,355.13</b> |

## EXHIBIT D – SOURCES AND USES OF FUNDS

|                                                 | Phase 1              | Improvement Area #1C | Improvement Area #2 | Improvement Area #3 |
|-------------------------------------------------|----------------------|----------------------|---------------------|---------------------|
| <b>Sources</b>                                  |                      |                      |                     |                     |
| Phase 1 Assessments                             | \$ 10,135,000        | \$ -                 | \$ -                | \$ -                |
| Improvement Area #1C Assessments <sup>2</sup>   | -                    | 1,290,079            | -                   | -                   |
| Improvement Area #2 Assessments <sup>2</sup>    | -                    | -                    | 6,225,000           | -                   |
| Improvement Area #3 Assessments <sup>2</sup>    | -                    | -                    | -                   | 6,120,000           |
| Owner Contribution <sup>1</sup>                 | 2,970,036            | 220,117              | 2,160,708           | 799,128             |
| <b>Total Sources</b>                            | <b>\$ 13,105,036</b> | <b>\$ 1,510,196</b>  | <b>\$ 8,385,708</b> | <b>\$ 6,919,128</b> |
| <b>Uses</b>                                     |                      |                      |                     |                     |
| Major Improvements                              | \$ 753,121           | \$ 88,893            | \$ 410,347          | \$ 386,012          |
| Phase 1 Improvements                            | 10,115,108           | -                    | -                   | -                   |
| Phase 2 Improvements                            | -                    | 1,359,505            | 6,275,756           | -                   |
| Phase 3 Improvements                            | -                    | -                    | -                   | 5,187,289           |
|                                                 | <b>\$ 10,868,229</b> | <b>\$ 1,448,398</b>  | <b>\$ 6,686,103</b> | <b>\$ 5,573,301</b> |
| PID Establishment Costs and Bond Issuance Costs |                      |                      |                     |                     |
| PID legal fees                                  | \$ 276,000           | \$ 50,669            | \$ 233,899          | \$ -                |
| MIA PID establishment costs                     | 50,388               | 5,947                | 27,454              | 25,827              |
| Phase 1 PID establishment costs                 | 54,031               | -                    | -                   | -                   |
| Phase 2 PID establishment costs                 | -                    | 5,182                | 23,919              | -                   |
| Phase 3 PID establishment costs                 | -                    | -                    | -                   | -                   |
| Debt Service Reserve                            | 571,188              | -                    | 425,250             | 424,425             |
| Capitalized Interest                            | -                    | -                    | 366,583             | 336,600             |
| Other bond issuance Costs                       | 1,285,200            | -                    | 622,500             | 558,975             |
|                                                 | <b>\$ 2,236,807</b>  | <b>\$ 61,798</b>     | <b>\$ 1,699,605</b> | <b>\$ 1,345,827</b> |
| <b>Total Uses</b>                               | <b>\$ 13,105,036</b> | <b>\$ 1,510,196</b>  | <b>\$ 8,385,708</b> | <b>\$ 6,919,128</b> |

Notes:

- 1) Not reimbursable to Owner through Assessments.
- 2) Figures shown are the amounts levied pursuant the applicable Assessment Ordinance.

# **EXHIBIT E-1 – PHASE 1 ASSESSMENT ROLL**

| Property ID | Legal Description                                                 | Notes | Lot Type       | Phase 1                |                                  |
|-------------|-------------------------------------------------------------------|-------|----------------|------------------------|----------------------------------|
|             |                                                                   |       |                | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 86960       | SONOMA VERDE PHASE 1, BLOCK A, LOT 1, OPEN SPACE                  |       | Non Benefitted | \$ -                   | \$ -                             |
| 86961       | SONOMA VERDE PHASE 1, BLOCK A, LOT 2                              |       | 6              | \$ 37,082.65           | \$ 2,490.69                      |
| 86962       | SONOMA VERDE PHASE 1, BLOCK A, LOT 3                              |       | 6              | \$ 37,082.65           | \$ 2,490.69                      |
| 86963       | SONOMA VERDE PHASE 1, BLOCK A, LOT 4                              |       | 6              | \$ 37,082.65           | \$ 2,490.69                      |
| 86964       | SONOMA VERDE PHASE 1, BLOCK A, LOT 5                              |       | 6              | \$ 37,082.65           | \$ 2,490.69                      |
| 86965       | SONOMA VERDE PHASE 1, BLOCK A, LOT 6                              |       | 6              | \$ 37,082.65           | \$ 2,490.69                      |
| 86966       | SONOMA VERDE PHASE 1, BLOCK A, LOT 7                              |       | 6              | \$ 37,082.65           | \$ 2,490.69                      |
| 86967       | SONOMA VERDE PHASE 1, BLOCK A, LOT 8                              |       | 6              | \$ 37,082.65           | \$ 2,490.69                      |
| 86968       | SONOMA VERDE PHASE 1, BLOCK A, LOT 9                              |       | 6              | \$ 37,082.65           | \$ 2,490.69                      |
| 86969       | SONOMA VERDE PHASE 1, BLOCK A, LOT 10, OPEN SPACE                 |       | Non Benefitted | \$ -                   | \$ -                             |
| 86970       | SONOMA VERDE PHASE 1, BLOCK B, LOT 1R1, ACRES .493, (REPLAT 2019) |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86971       | SONOMA VERDE PHASE 1, BLOCK B, LOT 2                              |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86972       | SONOMA VERDE PHASE 1, BLOCK B, LOT 3                              |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86973       | SONOMA VERDE PHASE 1, BLOCK B, LOT 4                              |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86974       | SONOMA VERDE PHASE 1, BLOCK B, LOT 5                              |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86975       | SONOMA VERDE PHASE 1, BLOCK B, LOT 6                              |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86976       | SONOMA VERDE PHASE 1, BLOCK B, LOT 7                              |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86977       | SONOMA VERDE PHASE 1, BLOCK B, LOT 8                              |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86978       | SONOMA VERDE PHASE 1, BLOCK B, LOT 9                              |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86979       | SONOMA VERDE PHASE 1, BLOCK B, LOT 10                             |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86980       | SONOMA VERDE PHASE 1, BLOCK B, LOT 11                             |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86981       | SONOMA VERDE PHASE 1, BLOCK B, LOT 12                             |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86982       | SONOMA VERDE PHASE 1, BLOCK B, LOT 13                             |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86983       | SONOMA VERDE PHASE 1, BLOCK B, LOT 14                             |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86984       | SONOMA VERDE PHASE 1, BLOCK B, LOT 15                             |       | 2              | \$ 38,473.24           | \$ 2,581.76                      |
| 86985       | SONOMA VERDE PHASE 1, BLOCK C, LOT 1                              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 86986       | SONOMA VERDE PHASE 1, BLOCK C, LOT 2                              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 86987       | SONOMA VERDE PHASE 1, BLOCK C, LOT 3                              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 86988       | SONOMA VERDE PHASE 1, BLOCK C, LOT 4                              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 86989       | SONOMA VERDE PHASE 1, BLOCK C, LOT 5                              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |

| Property ID | Legal Description                     | Notes | Lot Type | Phase 1                |                                  |
|-------------|---------------------------------------|-------|----------|------------------------|----------------------------------|
|             |                                       |       |          | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 86990       | SONOMA VERDE PHASE 1, BLOCK C, LOT 6  |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 86991       | SONOMA VERDE PHASE 1, BLOCK C, LOT 7  |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 86992       | SONOMA VERDE PHASE 1, BLOCK C, LOT 8  |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 86993       | SONOMA VERDE PHASE 1, BLOCK C, LOT 9  |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 86994       | SONOMA VERDE PHASE 1, BLOCK C, LOT 10 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 86995       | SONOMA VERDE PHASE 1, BLOCK C, LOT 11 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 86996       | SONOMA VERDE PHASE 1, BLOCK C, LOT 12 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 86997       | SONOMA VERDE PHASE 1, BLOCK C, LOT 13 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 86998       | SONOMA VERDE PHASE 1, BLOCK C, LOT 14 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 86999       | SONOMA VERDE PHASE 1, BLOCK C, LOT 15 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87000       | SONOMA VERDE PHASE 1, BLOCK C, LOT 16 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87001       | SONOMA VERDE PHASE 1, BLOCK C, LOT 17 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87002       | SONOMA VERDE PHASE 1, BLOCK C, LOT 18 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87003       | SONOMA VERDE PHASE 1, BLOCK C, LOT 19 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87004       | SONOMA VERDE PHASE 1, BLOCK C, LOT 20 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87005       | SONOMA VERDE PHASE 1, BLOCK C, LOT 21 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87006       | SONOMA VERDE PHASE 1, BLOCK C, LOT 22 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87007       | SONOMA VERDE PHASE 1, BLOCK C, LOT 23 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87008       | SONOMA VERDE PHASE 1, BLOCK C, LOT 24 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87009       | SONOMA VERDE PHASE 1, BLOCK C, LOT 25 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87010       | SONOMA VERDE PHASE 1, BLOCK C, LOT 26 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87011       | SONOMA VERDE PHASE 1, BLOCK C, LOT 27 | [a]   | 4        | \$ -                   | \$ 62.00                         |
| 87012       | SONOMA VERDE PHASE 1, BLOCK C, LOT 28 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87013       | SONOMA VERDE PHASE 1, BLOCK C, LOT 29 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87014       | SONOMA VERDE PHASE 1, BLOCK C, LOT 30 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87015       | SONOMA VERDE PHASE 1, BLOCK C, LOT 31 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87016       | SONOMA VERDE PHASE 1, BLOCK C, LOT 58 |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87017       | SONOMA VERDE PHASE 1, BLOCK C, LOT 59 |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87018       | SONOMA VERDE PHASE 1, BLOCK C, LOT 60 |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87019       | SONOMA VERDE PHASE 1, BLOCK C, LOT 61 |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |

| Property ID | Legal Description                                             | Notes | Lot Type | Phase 1                |                                  |
|-------------|---------------------------------------------------------------|-------|----------|------------------------|----------------------------------|
|             |                                                               |       |          | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 87020       | SONOMA VERDE PHASE 1, BLOCK C, LOT 62                         |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87021       | SONOMA VERDE PHASE 1, BLOCK C, LOT 63                         |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87022       | SONOMA VERDE PHASE 1, BLOCK C, LOT 64                         |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87023       | SONOMA VERDE PHASE 1, BLOCK C, LOT 65                         |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87024       | SONOMA VERDE PHASE 1, BLOCK C, LOT 66                         |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87025       | SONOMA VERDE PHASE 1, BLOCK C, LOT 67                         |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87026       | SONOMA VERDE PHASE 1, BLOCK C, LOT 68                         |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87027       | SONOMA VERDE PHASE 1, BLOCK C, LOT 69                         |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87028       | SONOMA VERDE PHASE 1, BLOCK C, LOT 70                         |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87029       | SONOMA VERDE PHASE 1, BLOCK C, LOT 71                         |       | 2        | \$ 38,473.24           | \$ 2,581.76                      |
| 87030       | SONOMA VERDE PHASE 1, BLOCK D, LOT 1                          |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87031       | SONOMA VERDE PHASE 1, BLOCK D, LOT 2                          |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87032       | SONOMA VERDE PHASE 1, BLOCK D, LOT 3                          |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87033       | SONOMA VERDE PHASE 1, BLOCK D, LOT 24                         |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87034       | SONOMA VERDE PHASE 1, BLOCK D, LOT 25                         |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87035       | SONOMA VERDE PHASE 1, BLOCK D, LOT 26                         |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87036       | SONOMA VERDE PHASE 1, BLOCK D, LOT 27, Undivided Interest 50% |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87037       | SONOMA VERDE PHASE 1, BLOCK D, LOT 28                         |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87038       | SONOMA VERDE PHASE 1, BLOCK D, LOT 29                         |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87039       | SONOMA VERDE PHASE 1, BLOCK D, LOT 30                         |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87040       | SONOMA VERDE PHASE 1, BLOCK E, LOT 1                          |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87041       | SONOMA VERDE PHASE 1, BLOCK E, LOT 2                          |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87042       | SONOMA VERDE PHASE 1, BLOCK E, LOT 3                          |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87043       | SONOMA VERDE PHASE 1, BLOCK E, LOT 4                          |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87044       | SONOMA VERDE PHASE 1, BLOCK E, LOT 5                          |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87045       | SONOMA VERDE PHASE 1, BLOCK E, LOT 26                         |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 87046       | SONOMA VERDE PHASE 1, BLOCK F, LOT 1                          |       | 3        | \$ 29,666.12           | \$ 2,004.95                      |
| 87047       | SONOMA VERDE PHASE 1, BLOCK F, LOT 2                          |       | 3        | \$ 29,666.12           | \$ 2,004.95                      |
| 87048       | SONOMA VERDE PHASE 1, BLOCK F, LOT 3                          |       | 3        | \$ 29,666.12           | \$ 2,004.95                      |
| 87049       | SONOMA VERDE PHASE 1, BLOCK F, LOT 4                          |       | 3        | \$ 29,666.12           | \$ 2,004.95                      |



| Property ID | Legal Description                                 | Notes | Lot Type       | Phase 1                |                                  |
|-------------|---------------------------------------------------|-------|----------------|------------------------|----------------------------------|
|             |                                                   |       |                | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 87050       | SONOMA VERDE PHASE 1, BLOCK F, LOT 5              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87051       | SONOMA VERDE PHASE 1, BLOCK F, LOT 6              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87052       | SONOMA VERDE PHASE 1, BLOCK F, LOT 7              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87053       | SONOMA VERDE PHASE 1, BLOCK F, LOT 8              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87054       | SONOMA VERDE PHASE 1, BLOCK F, LOT 9              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87055       | SONOMA VERDE PHASE 1, BLOCK F, LOT 10             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87056       | SONOMA VERDE PHASE 1, BLOCK F, LOT 11             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87057       | SONOMA VERDE PHASE 1, BLOCK F, LOT 12             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87058       | SONOMA VERDE PHASE 1, BLOCK F, LOT 13             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87059       | SONOMA VERDE PHASE 1, BLOCK F, LOT 14             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87060       | SONOMA VERDE PHASE 1, BLOCK F, LOT 15, OPEN SPACE |       | Non Benefitted | \$ -                   | \$ -                             |
| 87061       | SONOMA VERDE PHASE 1, BLOCK F, LOT 27             |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 87062       | SONOMA VERDE PHASE 1, BLOCK F, LOT 28             |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 87063       | SONOMA VERDE PHASE 1, BLOCK F, LOT 29             |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 87064       | SONOMA VERDE PHASE 1, BLOCK F, LOT 30             |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 87065       | SONOMA VERDE PHASE 1, BLOCK F, LOT 31             |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 87066       | SONOMA VERDE PHASE 1, BLOCK F, LOT 32             |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 87067       | SONOMA VERDE PHASE 1, BLOCK G, LOT 1              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87068       | SONOMA VERDE PHASE 1, BLOCK G, LOT 2              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87069       | SONOMA VERDE PHASE 1, BLOCK G, LOT 3              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87070       | SONOMA VERDE PHASE 1, BLOCK G, LOT 4              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87071       | SONOMA VERDE PHASE 1, BLOCK G, LOT 5              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87072       | SONOMA VERDE PHASE 1, BLOCK G, LOT 6              |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87073       | SONOMA VERDE PHASE 1, BLOCK G, LOT 7              |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87074       | SONOMA VERDE PHASE 1, BLOCK G, LOT 8              |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87075       | SONOMA VERDE PHASE 1, BLOCK G, LOT 9              |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87076       | SONOMA VERDE PHASE 1, BLOCK G, LOT 10             |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87077       | SONOMA VERDE PHASE 1, BLOCK G, LOT 11             |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87078       | SONOMA VERDE PHASE 1, BLOCK G, LOT 12             |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87079       | SONOMA VERDE PHASE 1, BLOCK G, LOT 13             |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |

| Property ID | Legal Description                                | Notes | Lot Type       | Phase 1                |                                  |
|-------------|--------------------------------------------------|-------|----------------|------------------------|----------------------------------|
|             |                                                  |       |                | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 87080       | SONOMA VERDE PHASE 1, BLOCK G, LOT 14            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87081       | SONOMA VERDE PHASE 1, BLOCK G, LOT 15            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87082       | SONOMA VERDE PHASE 1, BLOCK G, LOT 16            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87083       | SONOMA VERDE PHASE 1, BLOCK G, LOT 17            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87084       | SONOMA VERDE PHASE 1, BLOCK G, LOT 18            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87085       | SONOMA VERDE PHASE 1, BLOCK G, LOT 19            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87086       | SONOMA VERDE PHASE 1, BLOCK G, LOT 20            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87087       | SONOMA VERDE PHASE 1, BLOCK G, LOT 21            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87088       | SONOMA VERDE PHASE 1, BLOCK G, LOT 22            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87089       | SONOMA VERDE PHASE 1, BLOCK G, LOT 23            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87090       | SONOMA VERDE PHASE 1, BLOCK G, LOT 24            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87091       | SONOMA VERDE PHASE 1, BLOCK G, LOT 25            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87092       | SONOMA VERDE PHASE 1, BLOCK G, LOT 26            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87093       | SONOMA VERDE PHASE 1, BLOCK G, LOT 27            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87094       | SONOMA VERDE PHASE 1, BLOCK G, LOT 28            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87095       | SONOMA VERDE PHASE 1, BLOCK G, LOT 29            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87096       | SONOMA VERDE PHASE 1, BLOCK G, LOT 30            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87097       | SONOMA VERDE PHASE 1, BLOCK H, LOT 1             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87098       | SONOMA VERDE PHASE 1, BLOCK H, LOT 2             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87099       | SONOMA VERDE PHASE 1, BLOCK H, LOT 3             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87100       | SONOMA VERDE PHASE 1, BLOCK H, LOT 4             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87101       | SONOMA VERDE PHASE 1, BLOCK H, LOT 5             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87102       | SONOMA VERDE PHASE 1, BLOCK H, LOT 6             |       | 3              | \$ 29,666.12           | \$ 2,004.95                      |
| 87103       | SONOMA VERDE PHASE 1, BLOCK H, LOT 7, OPEN SPACE |       | Non Benefitted | \$ -                   | \$ -                             |
| 87104       | SONOMA VERDE PHASE 1, BLOCK H, LOT 8             |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 87105       | SONOMA VERDE PHASE 1, BLOCK H, LOT 9             |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87106       | SONOMA VERDE PHASE 1, BLOCK H, LOT 10            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87107       | SONOMA VERDE PHASE 1, BLOCK H, LOT 11            |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87108       | SONOMA VERDE PHASE 1, BLOCK H, LOT 12            |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 87109       | SONOMA VERDE PHASE 1, BLOCK H, LOT 13            |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |

| Property ID | Legal Description                                       | Notes | Lot Type       | Phase 1                |                                  |
|-------------|---------------------------------------------------------|-------|----------------|------------------------|----------------------------------|
|             |                                                         |       |                | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 87110       | SONOMA VERDE PHASE 1, BLOCK H, LOT 14                   |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 87111       | SONOMA VERDE PHASE 1, BLOCK H, LOT 15                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87112       | SONOMA VERDE PHASE 1, BLOCK H, LOT 16                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87113       | SONOMA VERDE PHASE 1, BLOCK H, LOT 17                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87114       | SONOMA VERDE PHASE 1, BLOCK H, LOT 18                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87115       | SONOMA VERDE PHASE 1, BLOCK H, LOT 19                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87116       | SONOMA VERDE PHASE 1, BLOCK H, LOT 20                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87117       | SONOMA VERDE PHASE 1, BLOCK H, LOT 21                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87118       | SONOMA VERDE PHASE 1, BLOCK H, LOT 22                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87119       | SONOMA VERDE PHASE 1, BLOCK H, LOT 23                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87120       | SONOMA VERDE PHASE 1, BLOCK I, LOT 1                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87121       | SONOMA VERDE PHASE 1, BLOCK I, LOT 2                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87122       | SONOMA VERDE PHASE 1, BLOCK I, LOT 3                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87123       | SONOMA VERDE PHASE 1, BLOCK I, LOT 4                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87124       | SONOMA VERDE PHASE 1, BLOCK J, LOT 1                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87125       | SONOMA VERDE PHASE 1, BLOCK J, LOT 2                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87126       | SONOMA VERDE PHASE 1, BLOCK J, LOT 3                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87127       | SONOMA VERDE PHASE 1, BLOCK J, LOT 4                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87128       | SONOMA VERDE PHASE 1, BLOCK J, LOT 5                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87129       | SONOMA VERDE PHASE 1, BLOCK J, LOT 6                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87130       | SONOMA VERDE PHASE 1, BLOCK J, LOT 7                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87131       | SONOMA VERDE PHASE 1, BLOCK J, LOT 8                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87132       | SONOMA VERDE PHASE 1, BLOCK J, LOT 9                    |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87133       | SONOMA VERDE PHASE 1, BLOCK J, LOT 10                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87134       | SONOMA VERDE PHASE 1, BLOCK J, LOT 11                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87135       | SONOMA VERDE PHASE 1, BLOCK J, LOT 12                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87136       | SONOMA VERDE PHASE 1, BLOCK J, LOT 13                   |       | 5              | \$ 21,322.52           | \$ 1,458.50                      |
| 87137       | SONOMA VERDE PHASE 1, BLOCK L, LOT 1, AMENITY CENTER    |       | Non Benefitted | \$ -                   | \$ -                             |
| 87138       | SONOMA VERDE PHASE 1, BLOCK K, LOT 1, OPEN SPACE        |       | Non Benefitted | \$ -                   | \$ -                             |
| 87139       | SONOMA VERDE PHASE 1, BLOCK L, LOT 2, PIPELINE EASEMENT |       | Non Benefitted | \$ -                   | \$ -                             |

| Property ID | Legal Description                                | Notes | Lot Type       | Phase 1                |                                  |
|-------------|--------------------------------------------------|-------|----------------|------------------------|----------------------------------|
|             |                                                  |       |                | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 87140       | SONOMA VERDE PHASE 1, BLOCK M, LOT 1, OPEN SPACE |       | Non Benefitted | \$ -                   | \$ -                             |
| 89847       | SONOMA VERDE PH 1B, BLOCK Z, LOT 12              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89848       | SONOMA VERDE PH 1B, BLOCK Z, LOT 13              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89849       | SONOMA VERDE PH 1B, BLOCK C, LOT 32              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89850       | SONOMA VERDE PH 1B, BLOCK C, LOT 33              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89851       | SONOMA VERDE PH 1B, BLOCK D, LOT 4               |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89852       | SONOMA VERDE PH 1B, BLOCK D, LOT 5               |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89853       | SONOMA VERDE PH 1B, BLOCK D, LOT 6               |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89854       | SONOMA VERDE PH 1B, BLOCK D, LOT 7               |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89855       | SONOMA VERDE PH 1B, BLOCK D, LOT 8               |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89856       | SONOMA VERDE PH 1B, BLOCK D, LOT 9               |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89857       | SONOMA VERDE PH 1B, BLOCK D, LOT 10              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89858       | SONOMA VERDE PH 1B, BLOCK D, LOT 11              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89859       | SONOMA VERDE PH 1B, BLOCK D, LOT 12              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89860       | SONOMA VERDE PH 1B, BLOCK D, LOT 13              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89861       | SONOMA VERDE PH 1B, BLOCK D, LOT 14              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89862       | SONOMA VERDE PH 1B, BLOCK D, LOT 15              | [a]   | 4              | \$ -                   | \$ 62.00                         |
| 89863       | SONOMA VERDE PH 1B, BLOCK D, LOT 16              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89864       | SONOMA VERDE PH 1B, BLOCK D, LOT 17              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89865       | SONOMA VERDE PH 1B, BLOCK D, LOT 18              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89866       | SONOMA VERDE PH 1B, BLOCK D, LOT 19              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89867       | SONOMA VERDE PH 1B, BLOCK D, LOT 20              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89868       | SONOMA VERDE PH 1B, BLOCK D, LOT 21              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89869       | SONOMA VERDE PH 1B, BLOCK D, LOT 22              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89870       | SONOMA VERDE PH 1B, BLOCK D, LOT 23              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89871       | SONOMA VERDE PH 1B, BLOCK E, LOT 6               |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89872       | SONOMA VERDE PH 1B, BLOCK E, LOT 7               |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89873       | SONOMA VERDE PH 1B, BLOCK E, LOT 8               |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89874       | SONOMA VERDE PH 1B, BLOCK E, LOT 9               |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 89875       | SONOMA VERDE PH 1B, BLOCK E, LOT 10              |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |

| Property ID | Legal Description                   | Notes | Lot Type | Phase 1                |                                  |
|-------------|-------------------------------------|-------|----------|------------------------|----------------------------------|
|             |                                     |       |          | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 89876       | SONOMA VERDE PH 1B, BLOCK E, LOT 11 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89877       | SONOMA VERDE PH 1B, BLOCK E, LOT 12 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89878       | SONOMA VERDE PH 1B, BLOCK E, LOT 13 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89879       | SONOMA VERDE PH 1B, BLOCK E, LOT 14 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89880       | SONOMA VERDE PH 1B, BLOCK E, LOT 15 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89881       | SONOMA VERDE PH 1B, BLOCK E, LOT 16 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89882       | SONOMA VERDE PH 1B, BLOCK E, LOT 17 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89883       | SONOMA VERDE PH 1B, BLOCK E, LOT 18 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89884       | SONOMA VERDE PH 1B, BLOCK E, LOT 19 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89885       | SONOMA VERDE PH 1B, BLOCK E, LOT 20 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89886       | SONOMA VERDE PH 1B, BLOCK E, LOT 21 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89887       | SONOMA VERDE PH 1B, BLOCK E, LOT 22 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89888       | SONOMA VERDE PH 1B, BLOCK E, LOT 23 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89889       | SONOMA VERDE PH 1B, BLOCK E, LOT 24 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89890       | SONOMA VERDE PH 1B, BLOCK E, LOT 25 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89891       | SONOMA VERDE PH 1B, BLOCK F, LOT 16 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89892       | SONOMA VERDE PH 1B, BLOCK F, LOT 17 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89893       | SONOMA VERDE PH 1B, BLOCK F, LOT 18 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89894       | SONOMA VERDE PH 1B, BLOCK F, LOT 19 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89895       | SONOMA VERDE PH 1B, BLOCK F, LOT 20 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89896       | SONOMA VERDE PH 1B, BLOCK F, LOT 21 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89897       | SONOMA VERDE PH 1B, BLOCK F, LOT 22 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89898       | SONOMA VERDE PH 1B, BLOCK F, LOT 23 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89899       | SONOMA VERDE PH 1B, BLOCK F, LOT 24 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89900       | SONOMA VERDE PH 1B, BLOCK F, LOT 25 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89901       | SONOMA VERDE PH 1B, BLOCK F, LOT 26 |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 89902       | SONOMA VERDE PH 1B, BLOCK G, LOT 31 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89903       | SONOMA VERDE PH 1B, BLOCK G, LOT 32 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89904       | SONOMA VERDE PH 1B, BLOCK G, LOT 33 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89905       | SONOMA VERDE PH 1B, BLOCK G, LOT 34 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |

| Property ID | Legal Description                   | Notes | Lot Type | Phase 1                |                                  |
|-------------|-------------------------------------|-------|----------|------------------------|----------------------------------|
|             |                                     |       |          | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 89906       | SONOMA VERDE PH 1B, BLOCK G, LOT 35 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89907       | SONOMA VERDE PH 1B, BLOCK G, LOT 36 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89908       | SONOMA VERDE PH 1B, BLOCK G, LOT 37 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89909       | SONOMA VERDE PH 1B, BLOCK G, LOT 38 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89910       | SONOMA VERDE PH 1B, BLOCK G, LOT 39 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89911       | SONOMA VERDE PH 1B, BLOCK G, LOT 40 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89912       | SONOMA VERDE PH 1B, BLOCK G, LOT 41 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89913       | SONOMA VERDE PH 1B, BLOCK G, LOT 42 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89914       | SONOMA VERDE PH 1B, BLOCK G, LOT 43 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89915       | SONOMA VERDE PH 1B, BLOCK G, LOT 44 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89916       | SONOMA VERDE PH 1B, BLOCK K, LOT 1  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89917       | SONOMA VERDE PH 1B, BLOCK K, LOT 2  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89918       | SONOMA VERDE PH 1B, BLOCK K, LOT 3  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89919       | SONOMA VERDE PH 1B, BLOCK K, LOT 4  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89920       | SONOMA VERDE PH 1B, BLOCK K, LOT 5  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89921       | SONOMA VERDE PH 1B, BLOCK K, LOT 6  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89922       | SONOMA VERDE PH 1B, BLOCK K, LOT 7  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89923       | SONOMA VERDE PH 1B, BLOCK K, LOT 8  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89924       | SONOMA VERDE PH 1B, BLOCK K, LOT 9  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89925       | SONOMA VERDE PH 1B, BLOCK K, LOT 10 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89926       | SONOMA VERDE PH 1B, BLOCK K, LOT 11 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89927       | SONOMA VERDE PH 1B, BLOCK K, LOT 12 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89928       | SONOMA VERDE PH 1B, BLOCK K, LOT 13 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89929       | SONOMA VERDE PH 1B, BLOCK K, LOT 14 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89930       | SONOMA VERDE PH 1B, BLOCK K, LOT 15 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89931       | SONOMA VERDE PH 1B, BLOCK L, LOT 1  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89932       | SONOMA VERDE PH 1B, BLOCK L, LOT 2  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89933       | SONOMA VERDE PH 1B, BLOCK L, LOT 3  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89934       | SONOMA VERDE PH 1B, BLOCK L, LOT 4  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89935       | SONOMA VERDE PH 1B, BLOCK L, LOT 5  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |

| Property ID | Legal Description                   | Notes | Lot Type | Phase 1                |                                  |
|-------------|-------------------------------------|-------|----------|------------------------|----------------------------------|
|             |                                     |       |          | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 89936       | SONOMA VERDE PH 1B, BLOCK L, LOT 6  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89937       | SONOMA VERDE PH 1B, BLOCK L, LOT 7  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89938       | SONOMA VERDE PH 1B, BLOCK L, LOT 8  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89939       | SONOMA VERDE PH 1B, BLOCK L, LOT 9  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89940       | SONOMA VERDE PH 1B, BLOCK L, LOT 10 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89941       | SONOMA VERDE PH 1B, BLOCK L, LOT 11 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89942       | SONOMA VERDE PH 1B, BLOCK L, LOT 12 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89943       | SONOMA VERDE PH 1B, BLOCK L, LOT 13 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89944       | SONOMA VERDE PH 1B, BLOCK L, LOT 14 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89945       | SONOMA VERDE PH 1B, BLOCK L, LOT 15 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89946       | SONOMA VERDE PH 1B, BLOCK L, LOT 16 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89947       | SONOMA VERDE PH 1B, BLOCK L, LOT 17 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89948       | SONOMA VERDE PH 1B, BLOCK L, LOT 18 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89949       | SONOMA VERDE PH 1B, BLOCK L, LOT 19 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89950       | SONOMA VERDE PH 1B, BLOCK L, LOT 20 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89951       | SONOMA VERDE PH 1B, BLOCK L, LOT 21 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89952       | SONOMA VERDE PH 1B, BLOCK L, LOT 22 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89953       | SONOMA VERDE PH 1B, BLOCK L, LOT 23 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89954       | SONOMA VERDE PH 1B, BLOCK L, LOT 24 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89955       | SONOMA VERDE PH 1B, BLOCK L, LOT 25 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89956       | SONOMA VERDE PH 1B, BLOCK L, LOT 26 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89957       | SONOMA VERDE PH 1B, BLOCK L, LOT 27 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89958       | SONOMA VERDE PH 1B, BLOCK L, LOT 28 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89959       | SONOMA VERDE PH 1B, BLOCK L, LOT 29 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89960       | SONOMA VERDE PH 1B, BLOCK L, LOT 30 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89961       | SONOMA VERDE PH 1B, BLOCK L, LOT 31 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89962       | SONOMA VERDE PH 1B, BLOCK L, LOT 32 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89963       | SONOMA VERDE PH 1B, BLOCK L, LOT 33 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89964       | SONOMA VERDE PH 1B, BLOCK L, LOT 34 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89965       | SONOMA VERDE PH 1B, BLOCK L, LOT 35 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |

| Property ID | Legal Description                   | Notes | Lot Type | Phase 1                |                                  |
|-------------|-------------------------------------|-------|----------|------------------------|----------------------------------|
|             |                                     |       |          | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 89966       | SONOMA VERDE PH 1B, BLOCK L, LOT 36 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89967       | SONOMA VERDE PH 1B, BLOCK L, LOT 37 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89968       | SONOMA VERDE PH 1B, BLOCK L, LOT 38 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89969       | SONOMA VERDE PH 1B, BLOCK L, LOT 39 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89970       | SONOMA VERDE PH 1B, BLOCK L, LOT 40 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89971       | SONOMA VERDE PH 1B, BLOCK L, LOT 41 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89972       | SONOMA VERDE PH 1B, BLOCK L, LOT 42 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89973       | SONOMA VERDE PH 1B, BLOCK L, LOT 43 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89974       | SONOMA VERDE PH 1B, BLOCK L, LOT 44 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89975       | SONOMA VERDE PH 1B, BLOCK L, LOT 45 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89976       | SONOMA VERDE PH 1B, BLOCK L, LOT 46 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89977       | SONOMA VERDE PH 1B, BLOCK L, LOT 47 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89978       | SONOMA VERDE PH 1B, BLOCK L, LOT 48 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89979       | SONOMA VERDE PH 1B, BLOCK L, LOT 49 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89980       | SONOMA VERDE PH 1B, BLOCK L, LOT 50 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89981       | SONOMA VERDE PH 1B, BLOCK L, LOT 51 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89982       | SONOMA VERDE PH 1B, BLOCK L, LOT 52 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89983       | SONOMA VERDE PH 1B, BLOCK L, LOT 53 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89984       | SONOMA VERDE PH 1B, BLOCK M, LOT 1  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89985       | SONOMA VERDE PH 1B, BLOCK M, LOT 2  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89986       | SONOMA VERDE PH 1B, BLOCK M, LOT 3  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89987       | SONOMA VERDE PH 1B, BLOCK M, LOT 4  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89988       | SONOMA VERDE PH 1B, BLOCK M, LOT 5  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89989       | SONOMA VERDE PH 1B, BLOCK M, LOT 6  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89990       | SONOMA VERDE PH 1B, BLOCK M, LOT 7  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89991       | SONOMA VERDE PH 1B, BLOCK M, LOT 8  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89992       | SONOMA VERDE PH 1B, BLOCK M, LOT 9  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89993       | SONOMA VERDE PH 1B, BLOCK M, LOT 10 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89994       | SONOMA VERDE PH 1B, BLOCK M, LOT 11 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89995       | SONOMA VERDE PH 1B, BLOCK M, LOT 12 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |



| Property ID | Legal Description                   | Notes | Lot Type | Phase 1                |                                  |
|-------------|-------------------------------------|-------|----------|------------------------|----------------------------------|
|             |                                     |       |          | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 89996       | SONOMA VERDE PH 1B, BLOCK M, LOT 13 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89997       | SONOMA VERDE PH 1B, BLOCK M, LOT 14 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89998       | SONOMA VERDE PH 1B, BLOCK M, LOT 15 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 89999       | SONOMA VERDE PH 1B, BLOCK M, LOT 16 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90000       | SONOMA VERDE PH 1B, BLOCK M, LOT 17 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90001       | SONOMA VERDE PH 1B, BLOCK M, LOT 18 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90002       | SONOMA VERDE PH 1B, BLOCK M, LOT 19 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90003       | SONOMA VERDE PH 1B, BLOCK M, LOT 20 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90004       | SONOMA VERDE PH 1B, BLOCK M, LOT 21 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90005       | SONOMA VERDE PH 1B, BLOCK M, LOT 22 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90006       | SONOMA VERDE PH 1B, BLOCK N, LOT 48 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90007       | SONOMA VERDE PH 1B, BLOCK N, LOT 49 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90008       | SONOMA VERDE PH 1B, BLOCK N, LOT 50 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90009       | SONOMA VERDE PH 1B, BLOCK N, LOT 51 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90010       | SONOMA VERDE PH 1B, BLOCK N, LOT 52 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90011       | SONOMA VERDE PH 1B, BLOCK N, LOT 53 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90012       | SONOMA VERDE PH 1B, BLOCK O, LOT 9  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90013       | SONOMA VERDE PH 1B, BLOCK O, LOT 10 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90014       | SONOMA VERDE PH 1B, BLOCK O, LOT 11 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90015       | SONOMA VERDE PH 1B, BLOCK O, LOT 12 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90016       | SONOMA VERDE PH 1B, BLOCK O, LOT 13 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90017       | SONOMA VERDE PH 1B, BLOCK O, LOT 14 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90018       | SONOMA VERDE PH 1B, BLOCK O, LOT 15 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90019       | SONOMA VERDE PH 1B, BLOCK O, LOT 16 |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90020       | SONOMA VERDE PH 1B, BLOCK P, LOT 4  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90021       | SONOMA VERDE PH 1B, BLOCK P, LOT 5  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90022       | SONOMA VERDE PH 1B, BLOCK P, LOT 6  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90023       | SONOMA VERDE PH 1B, BLOCK P, LOT 7  |       | 5        | \$ 21,322.52           | \$ 1,458.50                      |
| 90024       | SONOMA VERDE PH 1B, BLOCK X, LOT 5  |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |
| 90025       | SONOMA VERDE PH 1B, BLOCK X, LOT 6  |       | 4        | \$ 26,884.92           | \$ 1,822.80                      |

| Property ID  | Legal Description                                                  | Notes | Lot Type       | Phase 1                |                                  |
|--------------|--------------------------------------------------------------------|-------|----------------|------------------------|----------------------------------|
|              |                                                                    |       |                | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| 90026        | SONOMA VERDE PH 1B, BLOCK X, LOT 7                                 |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90027        | SONOMA VERDE PH 1B, BLOCK X, LOT 8                                 |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90028        | SONOMA VERDE PH 1B, BLOCK Y, LOT 12                                |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90029        | SONOMA VERDE PH 1B, BLOCK Y, LOT 13                                |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90030        | SONOMA VERDE PH 1B, BLOCK Y, LOT 14                                |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90031        | SONOMA VERDE PH 1B, BLOCK Y, LOT 15                                |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90032        | SONOMA VERDE PH 1B, BLOCK Y, LOT 16                                |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90033        | SONOMA VERDE PH 1B, BLOCK Y, LOT 17                                |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90034        | SONOMA VERDE PH 1B, BLOCK Y, LOT 18                                |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90035        | SONOMA VERDE PH 1B, BLOCK Y, LOT 19                                |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90036        | SONOMA VERDE PH 1B, BLOCK Y, LOT 20                                |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90037        | SONOMA VERDE PH 1B, BLOCK Y, LOT 21                                |       | 4              | \$ 26,884.92           | \$ 1,822.80                      |
| 90038        | SONOMA VERDE PH 1B, BLOCK Y, LOT 22, OPEN SPACE                    |       | Non Benefitted | \$ -                   | \$ -                             |
| 101862       | SONOMA VERDE PHASE 1, BLOCK B, LOT 1R2, ACRES 0.037, (REPLAT 2019) |       | Non Benefitted | \$ -                   | \$ -                             |
| <b>Total</b> |                                                                    |       |                | <b>\$ 9,260,000.00</b> | <b>\$ 629,041.55</b>             |

Notes:

[a] Assessment prepaid in full.

## EXHIBIT E-2 – PHASE 1 ANNUAL INSTALLMENTS

| Installment Due 1/31 | Administrative Expenses |                        |                        |                                 |           | Total                |
|----------------------|-------------------------|------------------------|------------------------|---------------------------------|-----------|----------------------|
|                      | Principal               | Interest               | Administrative Costs   | Maintenance and Operation Costs |           |                      |
| 2021                 | \$ 230,000.00           | \$ 329,442.36          | \$ 47,031.19           | \$ 22,568.00                    | \$        | 629,041.55           |
| 2022                 | \$ 255,000.00           | \$ 298,850.00          | \$ 47,971.82           | \$ 22,568.00                    | \$        | 624,389.82           |
| 2023                 | \$ 265,000.00           | \$ 288,650.00          | \$ 48,931.25           | \$ 22,568.00                    | \$        | 625,149.25           |
| 2024                 | \$ 275,000.00           | \$ 278,050.00          | \$ 49,909.88           | \$ 22,568.00                    | \$        | 625,527.88           |
| 2025                 | \$ 285,000.00           | \$ 267,050.00          | \$ 50,908.08           | \$ 22,568.00                    | \$        | 625,526.08           |
| 2026                 | \$ 295,000.00           | \$ 255,650.00          | \$ 51,926.24           | \$ 22,568.00                    | \$        | 625,144.24           |
| 2027                 | \$ 305,000.00           | \$ 243,850.00          | \$ 52,964.76           | \$ 22,568.00                    | \$        | 624,382.76           |
| 2028                 | \$ 320,000.00           | \$ 231,650.00          | \$ 54,024.06           | \$ 22,568.00                    | \$        | 628,242.06           |
| 2029                 | \$ 330,000.00           | \$ 218,850.00          | \$ 55,104.54           | \$ 22,568.00                    | \$        | 626,522.54           |
| 2030                 | \$ 340,000.00           | \$ 205,650.00          | \$ 56,206.63           | \$ 22,568.00                    | \$        | 624,424.63           |
| 2031                 | \$ 355,000.00           | \$ 192,050.00          | \$ 57,330.76           | \$ 22,568.00                    | \$        | 626,948.76           |
| 2032                 | \$ 360,000.00           | \$ 183,175.00          | \$ 58,477.38           | \$ 22,568.00                    | \$        | 624,220.38           |
| 2033                 | \$ 370,000.00           | \$ 174,175.00          | \$ 59,646.92           | \$ 22,568.00                    | \$        | 626,389.92           |
| 2034                 | \$ 375,000.00           | \$ 164,925.00          | \$ 60,839.86           | \$ 22,568.00                    | \$        | 623,332.86           |
| 2035                 | \$ 385,000.00           | \$ 155,550.00          | \$ 62,056.66           | \$ 22,568.00                    | \$        | 625,174.66           |
| 2036                 | \$ 395,000.00           | \$ 145,925.00          | \$ 63,297.79           | \$ 22,568.00                    | \$        | 626,790.79           |
| 2037                 | \$ 405,000.00           | \$ 132,100.00          | \$ 64,563.75           | \$ 22,568.00                    | \$        | 624,231.75           |
| 2038                 | \$ 420,000.00           | \$ 117,925.00          | \$ 65,855.02           | \$ 22,568.00                    | \$        | 626,348.02           |
| 2039                 | \$ 430,000.00           | \$ 103,225.00          | \$ 67,172.13           | \$ 22,568.00                    | \$        | 622,965.13           |
| 2040                 | \$ 445,000.00           | \$ 88,175.00           | \$ 68,515.57           | \$ 22,568.00                    | \$        | 624,258.57           |
| 2041                 | \$ 460,000.00           | \$ 72,600.00           | \$ 69,885.88           | \$ 22,568.00                    | \$        | 625,053.88           |
| 2042                 | \$ 470,000.00           | \$ 58,800.00           | \$ 71,283.60           | \$ 22,568.00                    | \$        | 622,651.60           |
| 2043                 | \$ 485,000.00           | \$ 44,700.00           | \$ 72,709.27           | \$ 22,568.00                    | \$        | 624,977.27           |
| 2044                 | \$ 495,000.00           | \$ 30,150.00           | \$ 74,163.45           | \$ 22,568.00                    | \$        | 621,881.45           |
| 2045                 | \$ 510,000.00           | \$ 15,300.00           | \$ 75,646.72           | \$ 22,568.00                    | \$        | 623,514.72           |
| <b>Total</b>         | <b>\$ 9,260,000.00</b>  | <b>\$ 4,296,467.36</b> | <b>\$ 1,506,423.22</b> | <b>\$ 564,200.00</b>            | <b>\$</b> | <b>15,627,090.58</b> |

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Interest is calculated at an average coupon of 3.18%. The Annual Installment due January 31, 2021 for Phase 1 was approved by the City Council on July 28, 2020 via Ordinance No. 2020-08.*

# **EXHIBIT F-1 –IMPROVEMENT AREA #1C ASSESSMENT ROLL**

| Property ID  | Legal Description                   | Lot Type | Improvement Area #1C   |                        |
|--------------|-------------------------------------|----------|------------------------|------------------------|
|              |                                     |          | Outstanding Assessment | Annual Installment Due |
| 95434        | SONOMA VERDE PH 1C, BLOCK C, LOT 34 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95435        | SONOMA VERDE PH 1C, BLOCK C, LOT 35 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95436        | SONOMA VERDE PH 1C, BLOCK C, LOT 36 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95437        | SONOMA VERDE PH 1C, BLOCK C, LOT 37 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95438        | SONOMA VERDE PH 1C, BLOCK C, LOT 38 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95439        | SONOMA VERDE PH 1C, BLOCK C, LOT 39 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95440        | SONOMA VERDE PH 1C, BLOCK C, LOT 40 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95441        | SONOMA VERDE PH 1C, BLOCK C, LOT 41 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95442        | SONOMA VERDE PH 1C, BLOCK C, LOT 42 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95443        | SONOMA VERDE PH 1C, BLOCK C, LOT 43 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95444        | SONOMA VERDE PH 1C, BLOCK C, LOT 44 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95445        | SONOMA VERDE PH 1C, BLOCK C, LOT 45 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95446        | SONOMA VERDE PH 1C, BLOCK C, LOT 46 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95447        | SONOMA VERDE PH 1C, BLOCK X, LOT 1  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95448        | SONOMA VERDE PH 1C, BLOCK X, LOT 2  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95449        | SONOMA VERDE PH 1C, BLOCK X, LOT 3  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95450        | SONOMA VERDE PH 1C, BLOCK X, LOT 4  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95451        | SONOMA VERDE PH 1C, BLOCK Y, LOT 1  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95452        | SONOMA VERDE PH 1C, BLOCK Y, LOT 2  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95453        | SONOMA VERDE PH 1C, BLOCK Y, LOT 8  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95454        | SONOMA VERDE PH 1C, BLOCK Y, LOT 9  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95455        | SONOMA VERDE PH 1C, BLOCK Y, LOT 10 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95456        | SONOMA VERDE PH 1C, BLOCK Y, LOT 11 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95457        | SONOMA VERDE PH 1C, BLOCK Z, LOT 1  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95458        | SONOMA VERDE PH 1C, BLOCK Z, LOT 2  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95459        | SONOMA VERDE PH 1C, BLOCK Z, LOT 3  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95460        | SONOMA VERDE PH 1C, BLOCK Z, LOT 4  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95461        | SONOMA VERDE PH 1C, BLOCK Z, LOT 5  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95462        | SONOMA VERDE PH 1C, BLOCK Z, LOT 6  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95463        | SONOMA VERDE PH 1C, BLOCK Z, LOT 7  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95464        | SONOMA VERDE PH 1C, BLOCK Z, LOT 8  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95465        | SONOMA VERDE PH 1C, BLOCK Z, LOT 9  | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95466        | SONOMA VERDE PH 1C, BLOCK Z, LOT 10 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95467        | SONOMA VERDE PH 1C, BLOCK Z, LOT 11 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95468        | SONOMA VERDE PH 1C, BLOCK Z, LOT 14 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95469        | SONOMA VERDE PH 1C, BLOCK Z, LOT 15 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95470        | SONOMA VERDE PH 1C, BLOCK Z, LOT 16 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95471        | SONOMA VERDE PH 1C, BLOCK Z, LOT 17 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95472        | SONOMA VERDE PH 1C, BLOCK Z, LOT 18 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95473        | SONOMA VERDE PH 1C, BLOCK Z, LOT 19 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| 95474        | SONOMA VERDE PH 1C, BLOCK Z, LOT 20 | 4        | \$ 31,465.35           | \$ 3,310.89            |
| <b>Total</b> |                                     |          | <b>\$ 1,290,079.39</b> | <b>\$ 135,746.42</b>   |

## EXHIBIT F-2 –IMPROVEMENT AREA #1C ANNUAL INSTALLMENTS

| Administrative Expenses |                        |                        |                         |                                       |                             |  |
|-------------------------|------------------------|------------------------|-------------------------|---------------------------------------|-----------------------------|--|
| Installment Due<br>1/31 | Principal              | Interest               | Administrative<br>Costs | Maintenance<br>and Operation<br>Costs | Total Annual<br>Installment |  |
| 2021                    | \$ 11,577.08           | \$ 115,075.08          | \$ 6,552.26             | \$ 2,542.00                           | \$ 135,746.42               |  |
| 2022                    | \$ 12,609.75           | \$ 114,042.41          | \$ 6,683.31             | \$ 2,542.00                           | \$ 135,877.47               |  |
| 2023                    | \$ 13,734.54           | \$ 112,917.62          | \$ 6,816.98             | \$ 2,542.00                           | \$ 136,011.13               |  |
| 2024                    | \$ 23,081.10           | \$ 74,127.75           | \$ 6,953.32             | \$ 2,542.00                           | \$ 106,704.17               |  |
| 2025                    | \$ 24,447.50           | \$ 72,761.35           | \$ 7,092.38             | \$ 2,542.00                           | \$ 106,843.24               |  |
| 2026                    | \$ 25,894.79           | \$ 71,314.06           | \$ 7,234.23             | \$ 2,542.00                           | \$ 106,985.09               |  |
| 2027                    | \$ 27,427.77           | \$ 69,781.09           | \$ 7,378.91             | \$ 2,542.00                           | \$ 107,129.77               |  |
| 2028                    | \$ 29,051.49           | \$ 68,157.37           | \$ 7,526.49             | \$ 2,542.00                           | \$ 107,277.35               |  |
| 2029                    | \$ 30,771.34           | \$ 66,437.52           | \$ 7,677.02             | \$ 2,542.00                           | \$ 107,427.88               |  |
| 2030                    | \$ 32,593.00           | \$ 64,615.85           | \$ 7,830.56             | \$ 2,542.00                           | \$ 107,581.42               |  |
| 2031                    | \$ 34,522.51           | \$ 62,686.35           | \$ 7,987.17             | \$ 2,542.00                           | \$ 107,738.03               |  |
| 2032                    | \$ 36,566.24           | \$ 60,642.62           | \$ 8,146.92             | \$ 2,542.00                           | \$ 107,897.77               |  |
| 2033                    | \$ 38,730.96           | \$ 58,477.89           | \$ 8,309.86             | \$ 2,542.00                           | \$ 108,060.71               |  |
| 2034                    | \$ 41,023.83           | \$ 56,185.02           | \$ 8,476.05             | \$ 2,542.00                           | \$ 108,226.91               |  |
| 2035                    | \$ 43,452.45           | \$ 53,756.41           | \$ 8,645.57             | \$ 2,542.00                           | \$ 108,396.43               |  |
| 2036                    | \$ 46,024.83           | \$ 51,184.03           | \$ 8,818.49             | \$ 2,542.00                           | \$ 108,569.34               |  |
| 2037                    | \$ 48,749.50           | \$ 48,459.36           | \$ 8,994.86             | \$ 2,542.00                           | \$ 108,745.71               |  |
| 2038                    | \$ 51,635.47           | \$ 45,573.39           | \$ 9,174.75             | \$ 2,542.00                           | \$ 108,925.61               |  |
| 2039                    | \$ 54,692.29           | \$ 42,516.57           | \$ 9,358.25             | \$ 2,542.00                           | \$ 109,109.10               |  |
| 2040                    | \$ 57,930.07           | \$ 39,278.78           | \$ 9,545.41             | \$ 2,542.00                           | \$ 109,296.27               |  |
| 2041                    | \$ 61,359.53           | \$ 35,849.32           | \$ 9,736.32             | \$ 2,542.00                           | \$ 109,487.18               |  |
| 2042                    | \$ 64,992.02           | \$ 32,216.84           | \$ 9,931.05             | \$ 2,542.00                           | \$ 109,681.90               |  |
| 2043                    | \$ 68,839.55           | \$ 28,369.31           | \$ 10,129.67            | \$ 2,542.00                           | \$ 109,880.52               |  |
| 2044                    | \$ 72,914.85           | \$ 24,294.01           | \$ 10,332.26            | \$ 2,542.00                           | \$ 110,083.12               |  |
| 2045                    | \$ 77,231.41           | \$ 19,977.45           | \$ 10,538.91            | \$ 2,542.00                           | \$ 110,289.76               |  |
| 2046                    | \$ 81,803.51           | \$ 15,405.35           | \$ 10,749.69            | \$ 2,542.00                           | \$ 110,500.54               |  |
| 2047                    | \$ 86,646.27           | \$ 10,562.58           | \$ 10,964.68            | \$ 2,542.00                           | \$ 110,715.54               |  |
| 2048                    | \$ 91,775.73           | \$ 5,433.12            | \$ 11,183.97            | \$ 2,542.00                           | \$ 110,934.83               |  |
| <b>Total</b>            | <b>\$ 1,290,079.39</b> | <b>\$ 1,520,098.49</b> | <b>\$ 242,769.35</b>    | <b>\$ 71,176.00</b>                   | <b>\$ 3,124,123.23</b>      |  |

*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. The Annual Installment due January 31, 2021 for Improvement Area #1C was approved by the City Council on July 28, 2020 via Ordinance No. 2020-08.*

# **EXHIBIT G-1 –IMPROVEMENT AREA #2 ASSESSMENT ROLL**

| Property ID | Legal Description                     | Lot Type    | Improvement Area #2    |                         |
|-------------|---------------------------------------|-------------|------------------------|-------------------------|
|             |                                       |             | Outstanding Assessment | Installment Due 1/31/21 |
| 101420      | SONOMA VERDE PHASE 2, BLOCK M, LOT 23 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101421      | SONOMA VERDE PHASE 2, BLOCK M, LOT 24 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101422      | SONOMA VERDE PHASE 2, BLOCK N, LOT 43 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101423      | SONOMA VERDE PHASE 2, BLOCK N, LOT 44 | 5 - Prepaid | \$ -                   | \$ 62.00                |
| 101424      | SONOMA VERDE PHASE 2, BLOCK N, LOT 45 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101425      | SONOMA VERDE PHASE 2, BLOCK N, LOT 46 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101426      | SONOMA VERDE PHASE 2, BLOCK N, LOT 47 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101427      | SONOMA VERDE PHASE 2, BLOCK N, LOT 54 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101428      | SONOMA VERDE PHASE 2, BLOCK N, LOT 55 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101429      | SONOMA VERDE PHASE 2, BLOCK N, LOT 56 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101430      | SONOMA VERDE PHASE 2, BLOCK N, LOT 57 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101431      | SONOMA VERDE PHASE 2, BLOCK N, LOT 58 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101432      | SONOMA VERDE PHASE 2, BLOCK N, LOT 59 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101433      | SONOMA VERDE PHASE 2, BLOCK N, LOT 60 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101434      | SONOMA VERDE PHASE 2, BLOCK N, LOT 61 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101435      | SONOMA VERDE PHASE 2, BLOCK N, LOT 62 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101436      | SONOMA VERDE PHASE 2, BLOCK N, LOT 63 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101437      | SONOMA VERDE PHASE 2, BLOCK N, LOT 64 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101438      | SONOMA VERDE PHASE 2, BLOCK N, LOT 65 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101439      | SONOMA VERDE PHASE 2, BLOCK N, LOT 66 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101440      | SONOMA VERDE PHASE 2, BLOCK N, LOT 67 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101441      | SONOMA VERDE PHASE 2, BLOCK N, LOT 68 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101442      | SONOMA VERDE PHASE 2, BLOCK N, LOT 69 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101443      | SONOMA VERDE PHASE 2, BLOCK N, LOT 70 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101444      | SONOMA VERDE PHASE 2, BLOCK N, LOT 71 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101445      | SONOMA VERDE PHASE 2, BLOCK N, LOT 72 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101446      | SONOMA VERDE PHASE 2, BLOCK N, LOT 73 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101447      | SONOMA VERDE PHASE 2, BLOCK N, LOT 74 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101448      | SONOMA VERDE PHASE 2, BLOCK N, LOT 75 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101449      | SONOMA VERDE PHASE 2, BLOCK N, LOT 76 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101450      | SONOMA VERDE PHASE 2, BLOCK N, LOT 77 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101451      | SONOMA VERDE PHASE 2, BLOCK N, LOT 78 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101452      | SONOMA VERDE PHASE 2, BLOCK N, LOT 79 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101453      | SONOMA VERDE PHASE 2, BLOCK N, LOT 80 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101454      | SONOMA VERDE PHASE 2, BLOCK N, LOT 81 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101455      | SONOMA VERDE PHASE 2, BLOCK N, LOT 82 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101456      | SONOMA VERDE PHASE 2, BLOCK N, LOT 83 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101457      | SONOMA VERDE PHASE 2, BLOCK N, LOT 84 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101458      | SONOMA VERDE PHASE 2, BLOCK N, LOT 85 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101459      | SONOMA VERDE PHASE 2, BLOCK N, LOT 86 | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101460      | SONOMA VERDE PHASE 2, BLOCK O, LOT 1  | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101461      | SONOMA VERDE PHASE 2, BLOCK O, LOT 2  | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101462      | SONOMA VERDE PHASE 2, BLOCK O, LOT 3  | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101463      | SONOMA VERDE PHASE 2, BLOCK O, LOT 4  | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101464      | SONOMA VERDE PHASE 2, BLOCK O, LOT 5  | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101465      | SONOMA VERDE PHASE 2, BLOCK O, LOT 6  | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101466      | SONOMA VERDE PHASE 2, BLOCK O, LOT 7  | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101467      | SONOMA VERDE PHASE 2, BLOCK O, LOT 8  | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101468      | SONOMA VERDE PHASE 2, BLOCK P, LOT 1  | 5           | \$ 26,085.56           | \$ 1,882.64             |
| 101469      | SONOMA VERDE PHASE 2, BLOCK P, LOT 2  | 5           | \$ 26,085.56           | \$ 1,882.64             |

| Property ID | Legal Description                     | Lot Type | Improvement Area #2    |                         |
|-------------|---------------------------------------|----------|------------------------|-------------------------|
|             |                                       |          | Outstanding Assessment | Installment Due 1/31/21 |
| 101470      | SONOMA VERDE PHASE 2, BLOCK P, LOT 3  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101471      | SONOMA VERDE PHASE 2, BLOCK P, LOT 8  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101472      | SONOMA VERDE PHASE 2, BLOCK P, LOT 9  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101473      | SONOMA VERDE PHASE 2, BLOCK P, LOT 10 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101474      | SONOMA VERDE PHASE 2, BLOCK P, LOT 11 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101475      | SONOMA VERDE PHASE 2, BLOCK Q, LOT 1  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101476      | SONOMA VERDE PHASE 2, BLOCK Q, LOT 2  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101477      | SONOMA VERDE PHASE 2, BLOCK Q, LOT 3  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101478      | SONOMA VERDE PHASE 2, BLOCK Q, LOT 4  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101479      | SONOMA VERDE PHASE 2, BLOCK Q, LOT 5  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101480      | SONOMA VERDE PHASE 2, BLOCK Q, LOT 6  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101481      | SONOMA VERDE PHASE 2, BLOCK Q, LOT 7  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101482      | SONOMA VERDE PHASE 2, BLOCK Q, LOT 8  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101483      | SONOMA VERDE PHASE 2, BLOCK Q, LOT 9  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101484      | SONOMA VERDE PHASE 2, BLOCK R, LOT 1  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101485      | SONOMA VERDE PHASE 2, BLOCK R, LOT 2  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101486      | SONOMA VERDE PHASE 2, BLOCK R, LOT 3  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101487      | SONOMA VERDE PHASE 2, BLOCK R, LOT 4  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101488      | SONOMA VERDE PHASE 2, BLOCK R, LOT 5  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101489      | SONOMA VERDE PHASE 2, BLOCK R, LOT 6  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101490      | SONOMA VERDE PHASE 2, BLOCK R, LOT 7  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101491      | SONOMA VERDE PHASE 2, BLOCK R, LOT 8  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101492      | SONOMA VERDE PHASE 2, BLOCK R, LOT 9  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101493      | SONOMA VERDE PHASE 2, BLOCK R, LOT 10 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101494      | SONOMA VERDE PHASE 2, BLOCK S, LOT 1  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101495      | SONOMA VERDE PHASE 2, BLOCK S, LOT 2  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101496      | SONOMA VERDE PHASE 2, BLOCK S, LOT 3  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101497      | SONOMA VERDE PHASE 2, BLOCK S, LOT 4  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101498      | SONOMA VERDE PHASE 2, BLOCK S, LOT 5  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101499      | SONOMA VERDE PHASE 2, BLOCK T, LOT 1  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101500      | SONOMA VERDE PHASE 2, BLOCK T, LOT 2  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101501      | SONOMA VERDE PHASE 2, BLOCK T, LOT 3  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101502      | SONOMA VERDE PHASE 2, BLOCK T, LOT 4  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101503      | SONOMA VERDE PHASE 2, BLOCK T, LOT 5  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101504      | SONOMA VERDE PHASE 2, BLOCK T, LOT 6  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101505      | SONOMA VERDE PHASE 2, BLOCK T, LOT 7  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101506      | SONOMA VERDE PHASE 2, BLOCK T, LOT 8  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101507      | SONOMA VERDE PHASE 2, BLOCK T, LOT 9  | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101508      | SONOMA VERDE PHASE 2, BLOCK T, LOT 10 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101509      | SONOMA VERDE PHASE 2, BLOCK T, LOT 11 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101510      | SONOMA VERDE PHASE 2, BLOCK T, LOT 12 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101511      | SONOMA VERDE PHASE 2, BLOCK T, LOT 13 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101512      | SONOMA VERDE PHASE 2, BLOCK T, LOT 14 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101513      | SONOMA VERDE PHASE 2, BLOCK T, LOT 15 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101514      | SONOMA VERDE PHASE 2, BLOCK T, LOT 16 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101515      | SONOMA VERDE PHASE 2, BLOCK T, LOT 17 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101516      | SONOMA VERDE PHASE 2, BLOCK T, LOT 18 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101517      | SONOMA VERDE PHASE 2, BLOCK T, LOT 19 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101518      | SONOMA VERDE PHASE 2, BLOCK T, LOT 20 | 5        | \$ 26,085.56           | \$ 1,882.64             |
| 101519      | SONOMA VERDE PHASE 2, BLOCK T, LOT 21 | 5        | \$ 26,085.56           | \$ 1,882.64             |

| Property ID | Legal Description                     | Lot Type     | Improvement Area #2    |                         |
|-------------|---------------------------------------|--------------|------------------------|-------------------------|
|             |                                       |              | Outstanding Assessment | Installment Due 1/31/21 |
| 101520      | SONOMA VERDE PHASE 2, BLOCK U, LOT 1  | 3            | \$ 36,292.95           | \$ 2,593.20             |
| 101521      | SONOMA VERDE PHASE 2, BLOCK U, LOT 2  | 3            | \$ 36,292.95           | \$ 2,593.20             |
| 101522      | SONOMA VERDE PHASE 2, BLOCK U, LOT 3  | 3            | \$ 36,292.95           | \$ 2,593.20             |
| 101523      | SONOMA VERDE PHASE 2, BLOCK U, LOT 4  | 3            | \$ 36,292.95           | \$ 2,593.20             |
| 101524      | SONOMA VERDE PHASE 2, BLOCK U, LOT 5  | 3            | \$ 36,292.95           | \$ 2,593.20             |
| 101525      | SONOMA VERDE PHASE 2, BLOCK U, LOT 6  | 3            | \$ 36,292.95           | \$ 2,593.20             |
| 101526      | SONOMA VERDE PHASE 2, BLOCK U, LOT 7  | 3            | \$ 36,292.95           | \$ 2,593.20             |
| 101527      | SONOMA VERDE PHASE 2, BLOCK U, LOT 8  | 3            | \$ 36,292.95           | \$ 2,593.20             |
| 101528      | SONOMA VERDE PHASE 2, BLOCK V, LOT 1  | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101529      | SONOMA VERDE PHASE 2, BLOCK V, LOT 2  | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101530      | SONOMA VERDE PHASE 2, BLOCK V, LOT 3  | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101531      | SONOMA VERDE PHASE 2, BLOCK V, LOT 4  | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101532      | SONOMA VERDE PHASE 2, BLOCK V, LOT 5  | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101533      | SONOMA VERDE PHASE 2, BLOCK V, LOT 6  | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101534      | SONOMA VERDE PHASE 2, BLOCK V, LOT 7  | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101535      | SONOMA VERDE PHASE 2, BLOCK V, LOT 8  | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101536      | SONOMA VERDE PHASE 2, BLOCK V, LOT 9  | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101537      | SONOMA VERDE PHASE 2, BLOCK V, LOT 10 | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101538      | SONOMA VERDE PHASE 2, BLOCK V, LOT 11 | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101539      | SONOMA VERDE PHASE 2, BLOCK V, LOT 12 | 2            | \$ 47,067.42           | \$ 3,344.65             |
| 101540      | SONOMA VERDE PHASE 2, BLOCK W, LOT 1  | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101541      | SONOMA VERDE PHASE 2, BLOCK W, LOT 2  | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101542      | SONOMA VERDE PHASE 2, BLOCK W, LOT 3  | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101543      | SONOMA VERDE PHASE 2, BLOCK W, LOT 4  | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101544      | SONOMA VERDE PHASE 2, BLOCK W, LOT 5  | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101545      | SONOMA VERDE PHASE 2, BLOCK W, LOT 6  | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101546      | SONOMA VERDE PHASE 2, BLOCK W, LOT 7  | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101547      | SONOMA VERDE PHASE 2, BLOCK W, LOT 8  | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101548      | SONOMA VERDE PHASE 2, BLOCK W, LOT 9  | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101549      | SONOMA VERDE PHASE 2, BLOCK W, LOT 10 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101550      | SONOMA VERDE PHASE 2, BLOCK W, LOT 11 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101551      | SONOMA VERDE PHASE 2, BLOCK W, LOT 12 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101552      | SONOMA VERDE PHASE 2, BLOCK W, LOT 13 | 10 - Prepaid | \$ -                   | \$ 62.00                |
| 101553      | SONOMA VERDE PHASE 2, BLOCK W, LOT 14 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101554      | SONOMA VERDE PHASE 2, BLOCK W, LOT 15 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101555      | SONOMA VERDE PHASE 2, BLOCK W, LOT 16 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101556      | SONOMA VERDE PHASE 2, BLOCK W, LOT 17 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101557      | SONOMA VERDE PHASE 2, BLOCK W, LOT 18 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101558      | SONOMA VERDE PHASE 2, BLOCK W, LOT 19 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101559      | SONOMA VERDE PHASE 2, BLOCK W, LOT 20 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101560      | SONOMA VERDE PHASE 2, BLOCK W, LOT 21 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101561      | SONOMA VERDE PHASE 2, BLOCK W, LOT 22 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101562      | SONOMA VERDE PHASE 2, BLOCK W, LOT 23 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101563      | SONOMA VERDE PHASE 2, BLOCK W, LOT 24 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101564      | SONOMA VERDE PHASE 2, BLOCK W, LOT 25 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101565      | SONOMA VERDE PHASE 2, BLOCK W, LOT 26 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101566      | SONOMA VERDE PHASE 2, BLOCK W, LOT 27 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101567      | SONOMA VERDE PHASE 2, BLOCK W, LOT 28 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101568      | SONOMA VERDE PHASE 2, BLOCK W, LOT 29 | 10           | \$ 29,691.31           | \$ 2,134.42             |
| 101569      | SONOMA VERDE PHASE 2, BLOCK W, LOT 30 | 10           | \$ 29,691.31           | \$ 2,134.42             |



| Property ID | Legal Description                     | Lot Type | Improvement Area #2    |                         |
|-------------|---------------------------------------|----------|------------------------|-------------------------|
|             |                                       |          | Outstanding Assessment | Installment Due 1/31/21 |
| 101570      | SONOMA VERDE PHASE 2, BLOCK W, LOT 31 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101571      | SONOMA VERDE PHASE 2, BLOCK W, LOT 32 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101572      | SONOMA VERDE PHASE 2, BLOCK W, LOT 33 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101573      | SONOMA VERDE PHASE 2, BLOCK W, LOT 34 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101574      | SONOMA VERDE PHASE 2, BLOCK W, LOT 35 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101575      | SONOMA VERDE PHASE 2, BLOCK W, LOT 36 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101576      | SONOMA VERDE PHASE 2, BLOCK W, LOT 37 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101577      | SONOMA VERDE PHASE 2, BLOCK W, LOT 38 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101578      | SONOMA VERDE PHASE 2, BLOCK W, LOT 39 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101579      | SONOMA VERDE PHASE 2, BLOCK W, LOT 40 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101580      | SONOMA VERDE PHASE 2, BLOCK W, LOT 41 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101581      | SONOMA VERDE PHASE 2, BLOCK W, LOT 42 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101582      | SONOMA VERDE PHASE 2, BLOCK W, LOT 43 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101583      | SONOMA VERDE PHASE 2, BLOCK W, LOT 44 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101584      | SONOMA VERDE PHASE 2, BLOCK X, LOT 1  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101585      | SONOMA VERDE PHASE 2, BLOCK X, LOT 2  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101586      | SONOMA VERDE PHASE 2, BLOCK X, LOT 3  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101587      | SONOMA VERDE PHASE 2, BLOCK X, LOT 4  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101588      | SONOMA VERDE PHASE 2, BLOCK X, LOT 5  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101589      | SONOMA VERDE PHASE 2, BLOCK X, LOT 6  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101590      | SONOMA VERDE PHASE 2, BLOCK X, LOT 7  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101591      | SONOMA VERDE PHASE 2, BLOCK X, LOT 8  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101592      | SONOMA VERDE PHASE 2, BLOCK X, LOT 9  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101593      | SONOMA VERDE PHASE 2, BLOCK X, LOT 10 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101594      | SONOMA VERDE PHASE 2, BLOCK X, LOT 11 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101595      | SONOMA VERDE PHASE 2, BLOCK X, LOT 12 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101596      | SONOMA VERDE PHASE 2, BLOCK X, LOT 13 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101597      | SONOMA VERDE PHASE 2, BLOCK X, LOT 14 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101598      | SONOMA VERDE PHASE 2, BLOCK X, LOT 15 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101599      | SONOMA VERDE PHASE 2, BLOCK X, LOT 16 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101600      | SONOMA VERDE PHASE 2, BLOCK X, LOT 17 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101601      | SONOMA VERDE PHASE 2, BLOCK X, LOT 18 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101602      | SONOMA VERDE PHASE 2, BLOCK X, LOT 19 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101603      | SONOMA VERDE PHASE 2, BLOCK X, LOT 20 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101604      | SONOMA VERDE PHASE 2, BLOCK X, LOT 21 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101605      | SONOMA VERDE PHASE 2, BLOCK X, LOT 22 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101606      | SONOMA VERDE PHASE 2, BLOCK X, LOT 23 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101607      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 1  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101608      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 2  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101609      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 3  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101610      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 4  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101611      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 5  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101612      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 6  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101613      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 7  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101614      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 8  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101615      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 9  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101616      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 10 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101617      | SONOMA VERDE PHASE 2, BLOCK Y, LOT 11 | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101618      | SONOMA VERDE PHASE 2, BLOCK Z, LOT 1  | 10       | \$ 29,691.31           | \$ 2,134.42             |
| 101619      | SONOMA VERDE PHASE 2, BLOCK Z, LOT 2  | 10       | \$ 29,691.31           | \$ 2,134.42             |

| Property ID  | Legal Description                     | Lot Type       | Improvement Area #2    |                         |
|--------------|---------------------------------------|----------------|------------------------|-------------------------|
|              |                                       |                | Outstanding Assessment | Installment Due 1/31/21 |
| 101620       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 3  | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101621       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 4  | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101622       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 5  | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101623       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 6  | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101624       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 7  | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101625       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 8  | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101626       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 9  | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101627       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 10 | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101628       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 11 | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101629       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 12 | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101630       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 13 | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101631       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 14 | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101632       | SONOMA VERDE PHASE 2, BLOCK Z, LOT 15 | 10             | \$ 29,691.31           | \$ 2,134.42             |
| 101633       | SONOMA VERDE PHASE 2, LOT 1X          | Non-Benefitted | \$ -                   | \$ -                    |
| 101634       | SONOMA VERDE PHASE 2, LOT 1X          | Non-Benefitted | \$ -                   | \$ -                    |
| <b>Total</b> |                                       |                | <b>\$ 6,169,223.13</b> | <b>\$ 443,753.25</b>    |

Note: The Annual Installment billed due January 31, 2021 is less than the Annual Installment due shown on **Exhibit G-2** due to two Lots prepayment of Assessments in full.

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

| Annual<br>Installment Due<br>1/31 | Administrative Expenses |                        |                        |                         |                                    |           | Total Annual<br>Installment |
|-----------------------------------|-------------------------|------------------------|------------------------|-------------------------|------------------------------------|-----------|-----------------------------|
|                                   | Principal               | Interest               | Additional<br>Interest | Administrative<br>Costs | Maintenance and<br>Operation Costs |           |                             |
| 2021                              | \$ 110,000.00           | \$ 261,412.50          | \$ 31,125.00           | \$ 31,616.54            | \$ 13,206.00                       | \$        | 447,360.04                  |
| 2022                              | \$ 115,000.00           | \$ 257,562.50          | \$ 30,575.00           | \$ 32,248.87            | \$ 13,206.00                       | \$        | 448,592.37                  |
| 2023                              | \$ 120,000.00           | \$ 253,537.50          | \$ 30,000.00           | \$ 32,893.85            | \$ 13,206.00                       | \$        | 449,637.35                  |
| 2024                              | \$ 125,000.00           | \$ 249,337.50          | \$ 29,400.00           | \$ 33,551.73            | \$ 13,206.00                       | \$        | 450,495.23                  |
| 2025                              | \$ 130,000.00           | \$ 244,962.50          | \$ 28,775.00           | \$ 34,222.76            | \$ 13,206.00                       | \$        | 451,166.26                  |
| 2026                              | \$ 135,000.00           | \$ 240,087.50          | \$ 28,125.00           | \$ 34,907.22            | \$ 13,206.00                       | \$        | 451,325.72                  |
| 2027                              | \$ 140,000.00           | \$ 235,025.00          | \$ 27,450.00           | \$ 35,605.36            | \$ 13,206.00                       | \$        | 451,286.36                  |
| 2028                              | \$ 145,000.00           | \$ 229,775.00          | \$ 26,750.00           | \$ 36,317.47            | \$ 13,206.00                       | \$        | 451,048.47                  |
| 2029                              | \$ 150,000.00           | \$ 224,337.50          | \$ 26,025.00           | \$ 37,043.82            | \$ 13,206.00                       | \$        | 450,612.32                  |
| 2030                              | \$ 160,000.00           | \$ 218,712.50          | \$ 25,275.00           | \$ 37,784.69            | \$ 13,206.00                       | \$        | 454,978.19                  |
| 2031                              | \$ 165,000.00           | \$ 211,912.50          | \$ 24,475.00           | \$ 38,540.39            | \$ 13,206.00                       | \$        | 453,133.89                  |
| 2032                              | \$ 175,000.00           | \$ 204,900.00          | \$ 23,650.00           | \$ 39,311.20            | \$ 13,206.00                       | \$        | 456,067.20                  |
| 2033                              | \$ 180,000.00           | \$ 197,462.50          | \$ 22,775.00           | \$ 40,097.42            | \$ 13,206.00                       | \$        | 453,540.92                  |
| 2034                              | \$ 190,000.00           | \$ 189,812.50          | \$ 21,875.00           | \$ 40,899.37            | \$ 13,206.00                       | \$        | 455,792.87                  |
| 2035                              | \$ 200,000.00           | \$ 181,737.50          | \$ 20,925.00           | \$ 41,717.36            | \$ 13,206.00                       | \$        | 457,585.86                  |
| 2036                              | \$ 210,000.00           | \$ 173,237.50          | \$ 19,925.00           | \$ 42,551.70            | \$ 13,206.00                       | \$        | 458,920.20                  |
| 2037                              | \$ 215,000.00           | \$ 164,312.50          | \$ 18,875.00           | \$ 43,402.74            | \$ 13,206.00                       | \$        | 454,796.24                  |
| 2038                              | \$ 225,000.00           | \$ 155,175.00          | \$ 17,800.00           | \$ 44,270.79            | \$ 13,206.00                       | \$        | 455,451.79                  |
| 2039                              | \$ 235,000.00           | \$ 145,612.50          | \$ 16,675.00           | \$ 45,156.21            | \$ 13,206.00                       | \$        | 455,649.71                  |
| 2040                              | \$ 250,000.00           | \$ 135,625.00          | \$ 15,500.00           | \$ 46,059.33            | \$ 13,206.00                       | \$        | 460,390.33                  |
| 2041                              | \$ 260,000.00           | \$ 124,687.50          | \$ 14,250.00           | \$ 46,980.52            | \$ 13,206.00                       | \$        | 459,124.02                  |
| 2042                              | \$ 275,000.00           | \$ 113,312.50          | \$ 12,950.00           | \$ 47,920.13            | \$ 13,206.00                       | \$        | 462,388.63                  |
| 2043                              | \$ 285,000.00           | \$ 101,281.25          | \$ 11,575.00           | \$ 48,878.53            | \$ 13,206.00                       | \$        | 459,940.78                  |
| 2044                              | \$ 300,000.00           | \$ 88,812.50           | \$ 10,150.00           | \$ 49,856.10            | \$ 13,206.00                       | \$        | 462,024.60                  |
| 2045                              | \$ 315,000.00           | \$ 75,687.50           | \$ 8,650.00            | \$ 50,853.22            | \$ 13,206.00                       | \$        | 463,396.72                  |
| 2046                              | \$ 330,000.00           | \$ 61,906.25           | \$ 7,075.00            | \$ 51,870.29            | \$ 13,206.00                       | \$        | 464,057.54                  |
| 2047                              | \$ 345,000.00           | \$ 47,468.75           | \$ 5,425.00            | \$ 52,907.69            | \$ 13,206.00                       | \$        | 464,007.44                  |
| 2048                              | \$ 360,000.00           | \$ 32,375.00           | \$ 3,700.00            | \$ 53,965.85            | \$ 13,206.00                       | \$        | 463,246.85                  |
| 2049                              | \$ 380,000.00           | \$ 16,625.00           | \$ 1,900.00            | \$ 55,045.16            | \$ 13,206.00                       | \$        | 466,776.16                  |
| <b>Total</b>                      | <b>\$ 6,225,000.00</b>  | <b>\$ 4,836,693.75</b> | <b>\$ 561,650.00</b>   | <b>\$ 1,226,476.31</b>  | <b>\$ 382,974.00</b>               | <b>\$</b> | <b>13,232,794.06</b>        |

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. The Annual Installment due January 31, 2021 for Improvement Area #2 was approved by the City Council on July 28, 2020 via Ordinance No. 2020-08.

### EXHIBIT H-1 –IMPROVEMENT AREA #3 ASSESSMENT ROLL

| Property ID                        | Improvement Area #3    |                                  |
|------------------------------------|------------------------|----------------------------------|
|                                    | Outstanding Assessment | Annual Installment Due 1/31/2021 |
| Improvement Area #3 Initial Parcel | \$ 6,120,000.00        | \$ 35,000.00                     |
| <b>Total</b>                       | <b>\$ 6,120,000.00</b> | <b>\$ 35,000.00</b>              |

Notes:

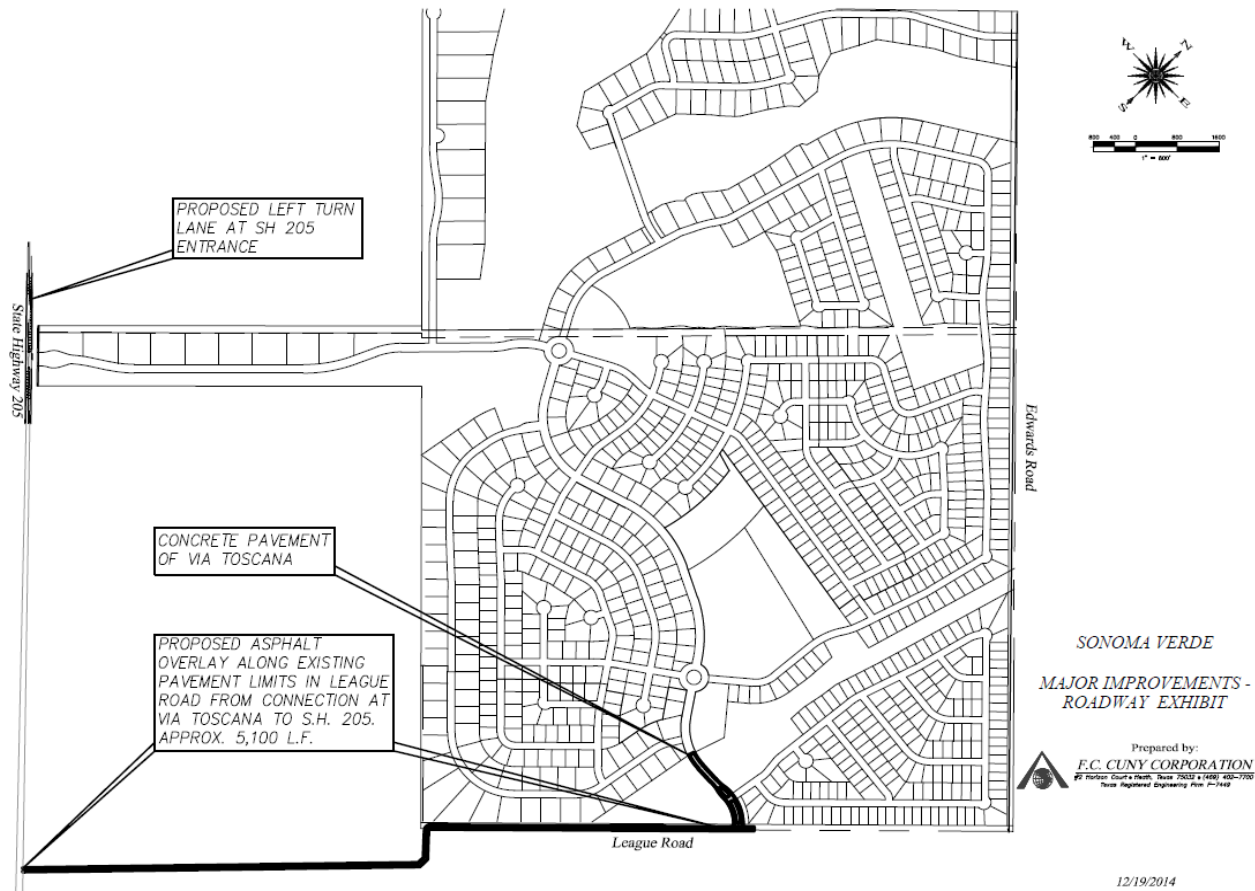
Improvement Area #3 Initial Parcel is wholly contained within Property ID 79963.

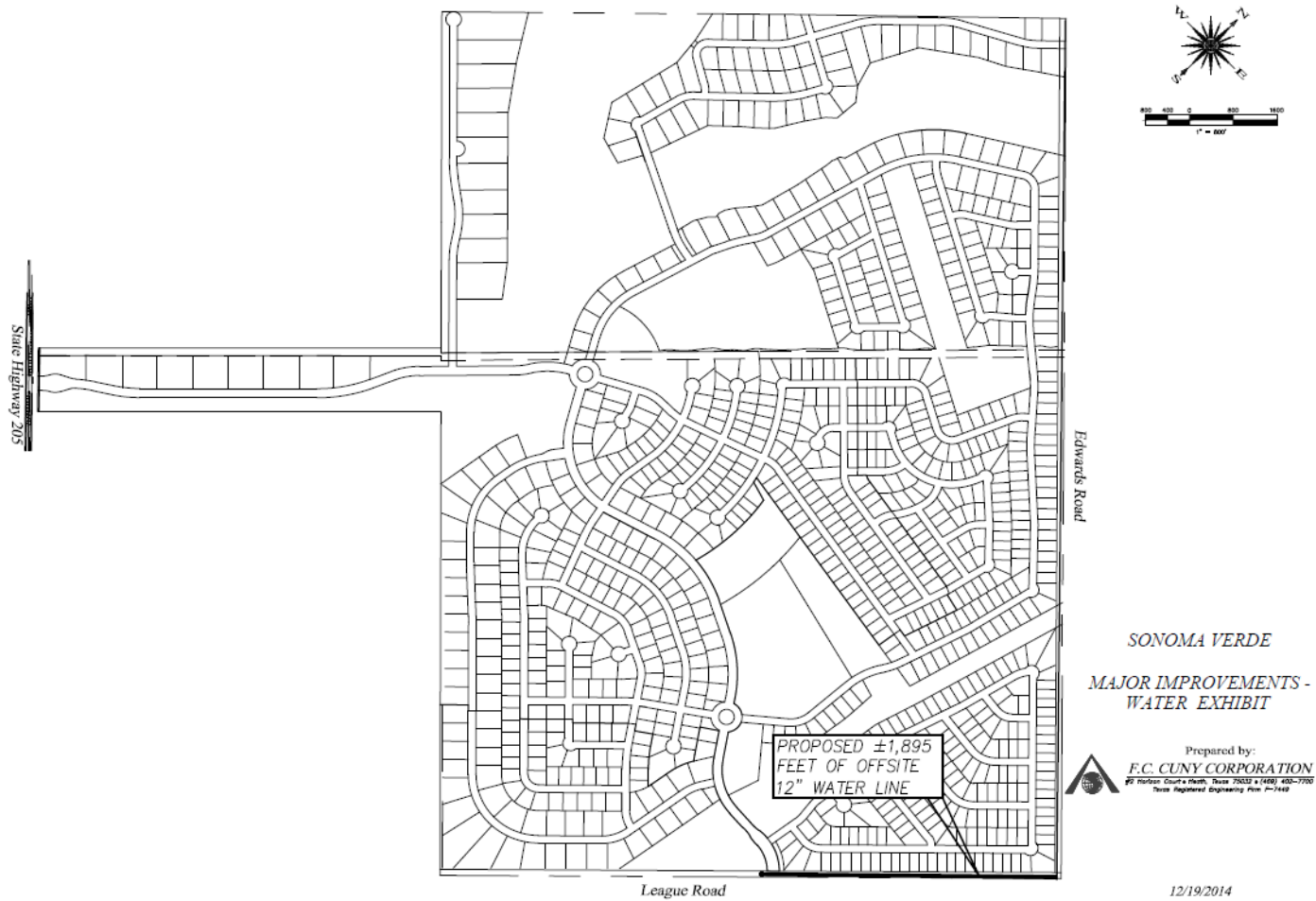
## EXHIBIT H-2 –IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

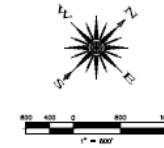
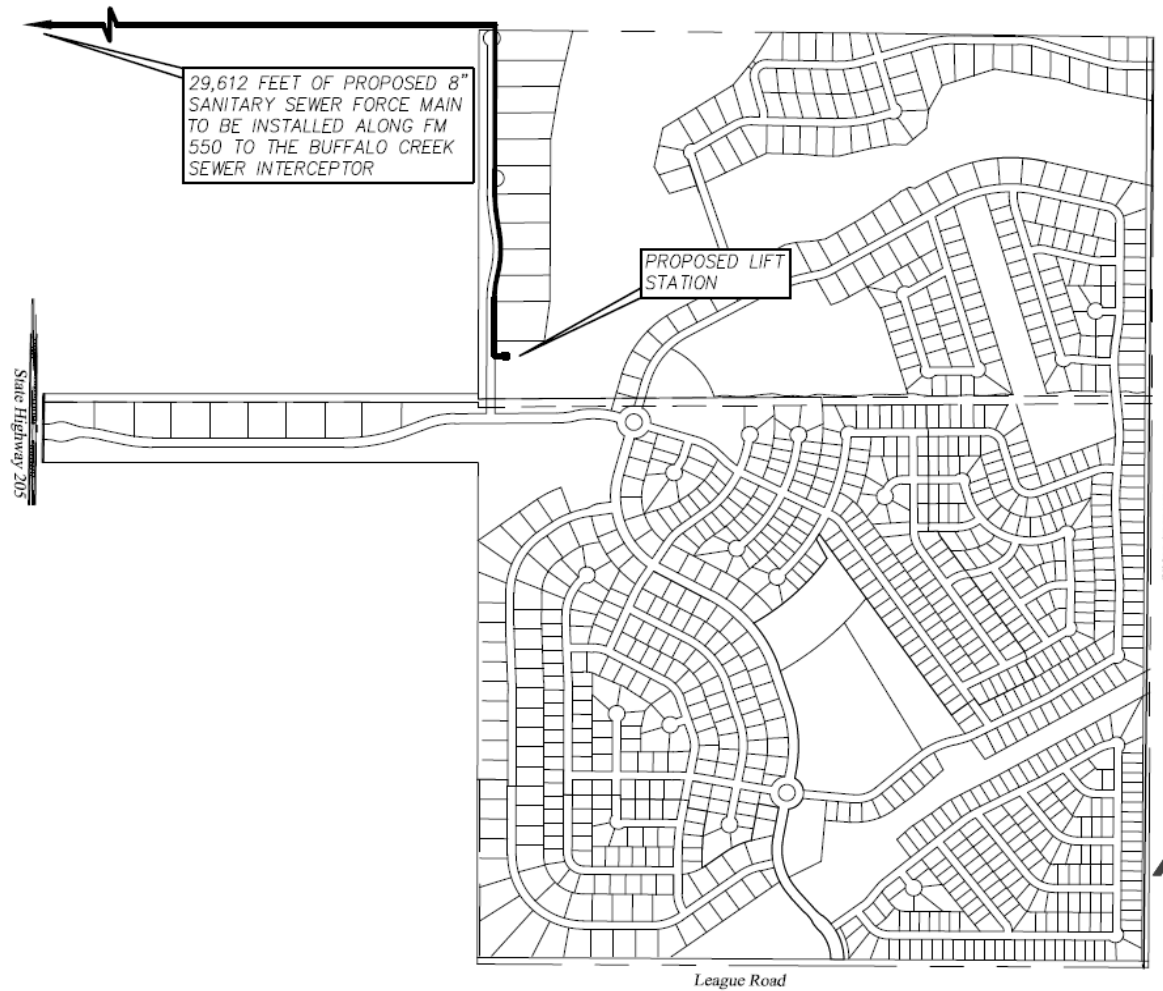
| Administrative Expenses        |                        |                        |                         |                        |                         |                                    |                        |                             |
|--------------------------------|------------------------|------------------------|-------------------------|------------------------|-------------------------|------------------------------------|------------------------|-----------------------------|
| Annual Installment<br>Due 1/31 | Principal              | Interest               | Capitalized<br>Interest | Additional<br>Interest | Administrative<br>Costs | Maintenance and<br>Operation Costs | Reserve Fund           | Total Annual<br>Installment |
| 2021                           | \$ -                   | \$ 168,300.00          | \$ (168,300.00)         | \$ -                   | \$ 35,000.00            | \$ -                               | \$ -                   | \$ 35,000.00                |
| 2022                           | \$ 85,000.00           | \$ 336,600.00          | \$ (168,300.00)         | \$ 30,600.00           | \$ 35,700.00            | \$ 11,470.00                       | \$ -                   | \$ 331,070.00               |
| 2023                           | \$ 90,000.00           | \$ 331,925.00          | \$ -                    | \$ 30,175.00           | \$ 36,414.00            | \$ 11,470.00                       | \$ -                   | \$ 499,984.00               |
| 2024                           | \$ 95,000.00           | \$ 326,975.00          | \$ -                    | \$ 29,725.00           | \$ 37,142.28            | \$ 11,470.00                       | \$ -                   | \$ 500,312.28               |
| 2025                           | \$ 100,000.00          | \$ 321,750.00          | \$ -                    | \$ 29,250.00           | \$ 37,885.13            | \$ 11,470.00                       | \$ -                   | \$ 500,355.13               |
| 2026                           | \$ 105,000.00          | \$ 316,250.00          | \$ -                    | \$ 28,750.00           | \$ 38,642.83            | \$ 11,470.00                       | \$ -                   | \$ 500,112.83               |
| 2027                           | \$ 110,000.00          | \$ 310,475.00          | \$ -                    | \$ 28,225.00           | \$ 39,415.68            | \$ 11,470.00                       | \$ -                   | \$ 499,585.68               |
| 2028                           | \$ 120,000.00          | \$ 304,425.00          | \$ -                    | \$ 27,675.00           | \$ 40,204.00            | \$ 11,470.00                       | \$ -                   | \$ 503,774.00               |
| 2029                           | \$ 125,000.00          | \$ 297,825.00          | \$ -                    | \$ 27,075.00           | \$ 41,008.08            | \$ 11,470.00                       | \$ -                   | \$ 502,378.08               |
| 2030                           | \$ 130,000.00          | \$ 290,950.00          | \$ -                    | \$ 26,450.00           | \$ 41,828.24            | \$ 11,470.00                       | \$ -                   | \$ 500,698.24               |
| 2031                           | \$ 135,000.00          | \$ 283,800.00          | \$ -                    | \$ 25,800.00           | \$ 42,664.80            | \$ 11,470.00                       | \$ -                   | \$ 498,734.80               |
| 2032                           | \$ 145,000.00          | \$ 276,375.00          | \$ -                    | \$ 25,125.00           | \$ 43,518.10            | \$ 11,470.00                       | \$ -                   | \$ 501,488.10               |
| 2033                           | \$ 150,000.00          | \$ 268,400.00          | \$ -                    | \$ 24,400.00           | \$ 44,388.46            | \$ 11,470.00                       | \$ -                   | \$ 498,658.46               |
| 2034                           | \$ 160,000.00          | \$ 260,150.00          | \$ -                    | \$ 23,650.00           | \$ 45,276.23            | \$ 11,470.00                       | \$ -                   | \$ 500,546.23               |
| 2035                           | \$ 170,000.00          | \$ 251,350.00          | \$ -                    | \$ 22,850.00           | \$ 46,181.76            | \$ 11,470.00                       | \$ -                   | \$ 501,851.76               |
| 2036                           | \$ 180,000.00          | \$ 242,000.00          | \$ -                    | \$ 22,000.00           | \$ 47,105.39            | \$ 11,470.00                       | \$ -                   | \$ 502,575.39               |
| 2037                           | \$ 190,000.00          | \$ 232,100.00          | \$ -                    | \$ 21,100.00           | \$ 48,047.50            | \$ 11,470.00                       | \$ -                   | \$ 502,717.50               |
| 2038                           | \$ 200,000.00          | \$ 221,650.00          | \$ -                    | \$ 20,150.00           | \$ 49,008.45            | \$ 11,470.00                       | \$ -                   | \$ 502,278.45               |
| 2039                           | \$ 210,000.00          | \$ 210,650.00          | \$ -                    | \$ 19,150.00           | \$ 49,988.62            | \$ 11,470.00                       | \$ -                   | \$ 501,258.62               |
| 2040                           | \$ 220,000.00          | \$ 199,100.00          | \$ -                    | \$ 18,100.00           | \$ 50,988.39            | \$ 11,470.00                       | \$ -                   | \$ 499,658.39               |
| 2041                           | \$ 235,000.00          | \$ 187,000.00          | \$ -                    | \$ 17,000.00           | \$ 52,008.16            | \$ 11,470.00                       | \$ -                   | \$ 502,478.16               |
| 2042                           | \$ 245,000.00          | \$ 174,075.00          | \$ -                    | \$ 15,825.00           | \$ 53,048.32            | \$ 11,470.00                       | \$ -                   | \$ 499,418.32               |
| 2043                           | \$ 260,000.00          | \$ 160,600.00          | \$ -                    | \$ 14,600.00           | \$ 54,109.29            | \$ 11,470.00                       | \$ -                   | \$ 500,779.29               |
| 2044                           | \$ 275,000.00          | \$ 146,300.00          | \$ -                    | \$ 13,300.00           | \$ 55,191.47            | \$ 11,470.00                       | \$ -                   | \$ 501,261.47               |
| 2045                           | \$ 290,000.00          | \$ 131,175.00          | \$ -                    | \$ 11,925.00           | \$ 56,295.30            | \$ 11,470.00                       | \$ -                   | \$ 500,865.30               |
| 2046                           | \$ 305,000.00          | \$ 115,225.00          | \$ -                    | \$ 10,475.00           | \$ 57,421.21            | \$ 11,470.00                       | \$ -                   | \$ 499,591.21               |
| 2047                           | \$ 325,000.00          | \$ 98,450.00           | \$ -                    | \$ 8,950.00            | \$ 58,569.63            | \$ 11,470.00                       | \$ -                   | \$ 502,439.63               |
| 2048                           | \$ 340,000.00          | \$ 80,575.00           | \$ -                    | \$ 7,325.00            | \$ 59,741.03            | \$ 11,470.00                       | \$ -                   | \$ 499,111.03               |
| 2049                           | \$ 360,000.00          | \$ 61,875.00           | \$ -                    | \$ 5,625.00            | \$ 60,935.85            | \$ 11,470.00                       | \$ -                   | \$ 499,905.85               |
| 2050                           | \$ 380,000.00          | \$ 42,075.00           | \$ -                    | \$ 3,825.00            | \$ 62,154.56            | \$ 11,470.00                       | \$ -                   | \$ 499,524.56               |
| 2051                           | \$ 385,000.00          | \$ 21,175.00           | \$ -                    | \$ 1,925.00            | \$ 63,397.66            | \$ 11,470.00                       | \$ (424,425.00)        | \$ 58,542.66                |
| <b>Total</b>                   | <b>\$ 6,120,000.00</b> | <b>\$ 6,669,575.00</b> | <b>\$ (336,600.00)</b>  | <b>\$ 591,025.00</b>   | <b>\$ 1,483,280.43</b>  | <b>\$ 344,100.00</b>               | <b>\$ (424,425.00)</b> | <b>\$ 14,446,955.43</b>     |

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earning, or other available offsets could increase or decrease the amounts shown. Interest is shown at 5.5% for illustrative purposes only.

## EXHIBIT I-1 – MAPS OF MAJOR IMPROVEMENTS







*SONOMA VERDE*  
**MAJOR IMPROVEMENTS -  
WASTE WATER EXHIBIT**

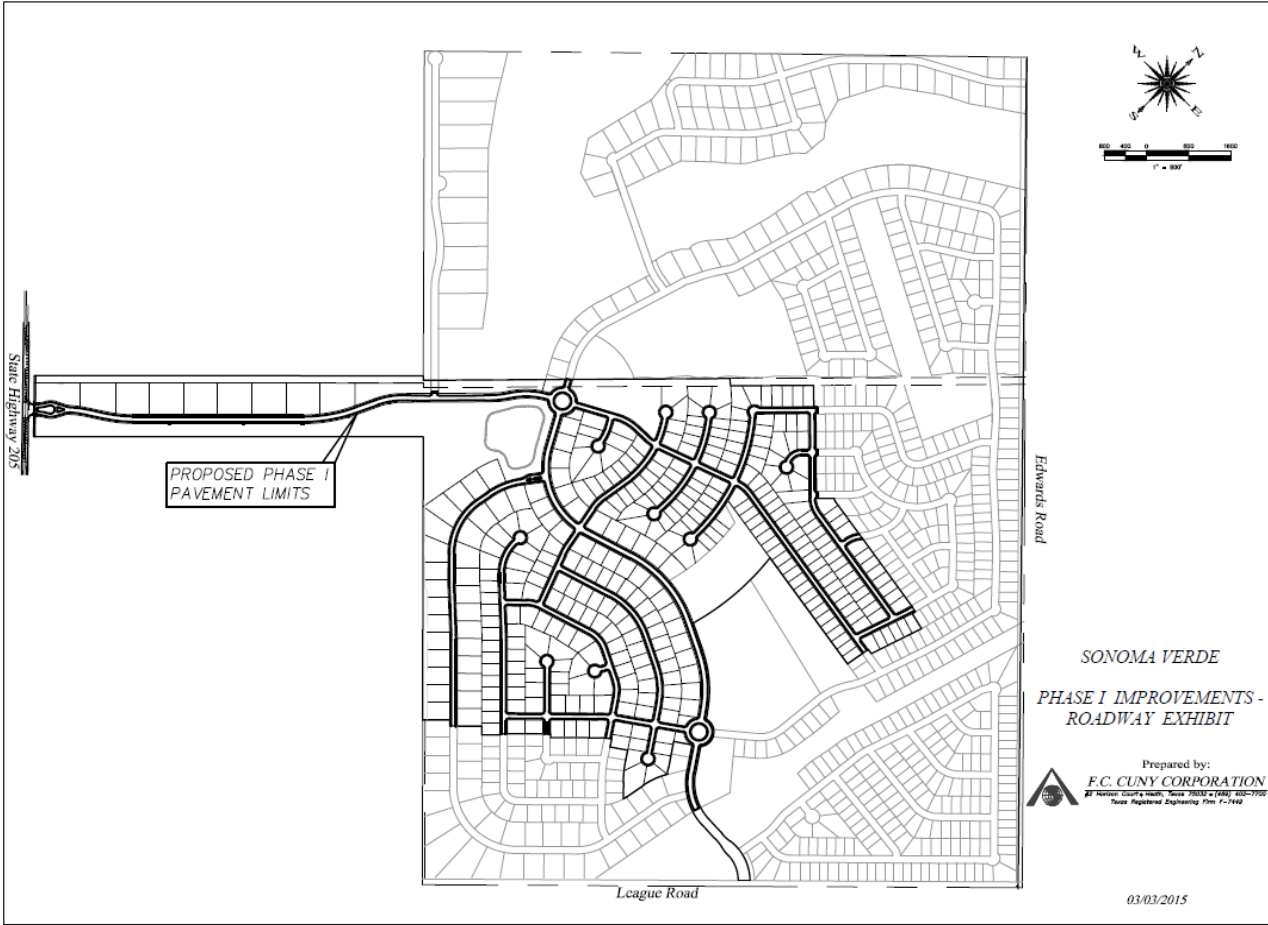
Prepared by:  
**F.C. CUNY CORPORATION**  
201 Wolfson Court • North • Suite 200 • 4080 • 408-1700  
Texas Registered Engineering Firm P-1410

12/19/2014

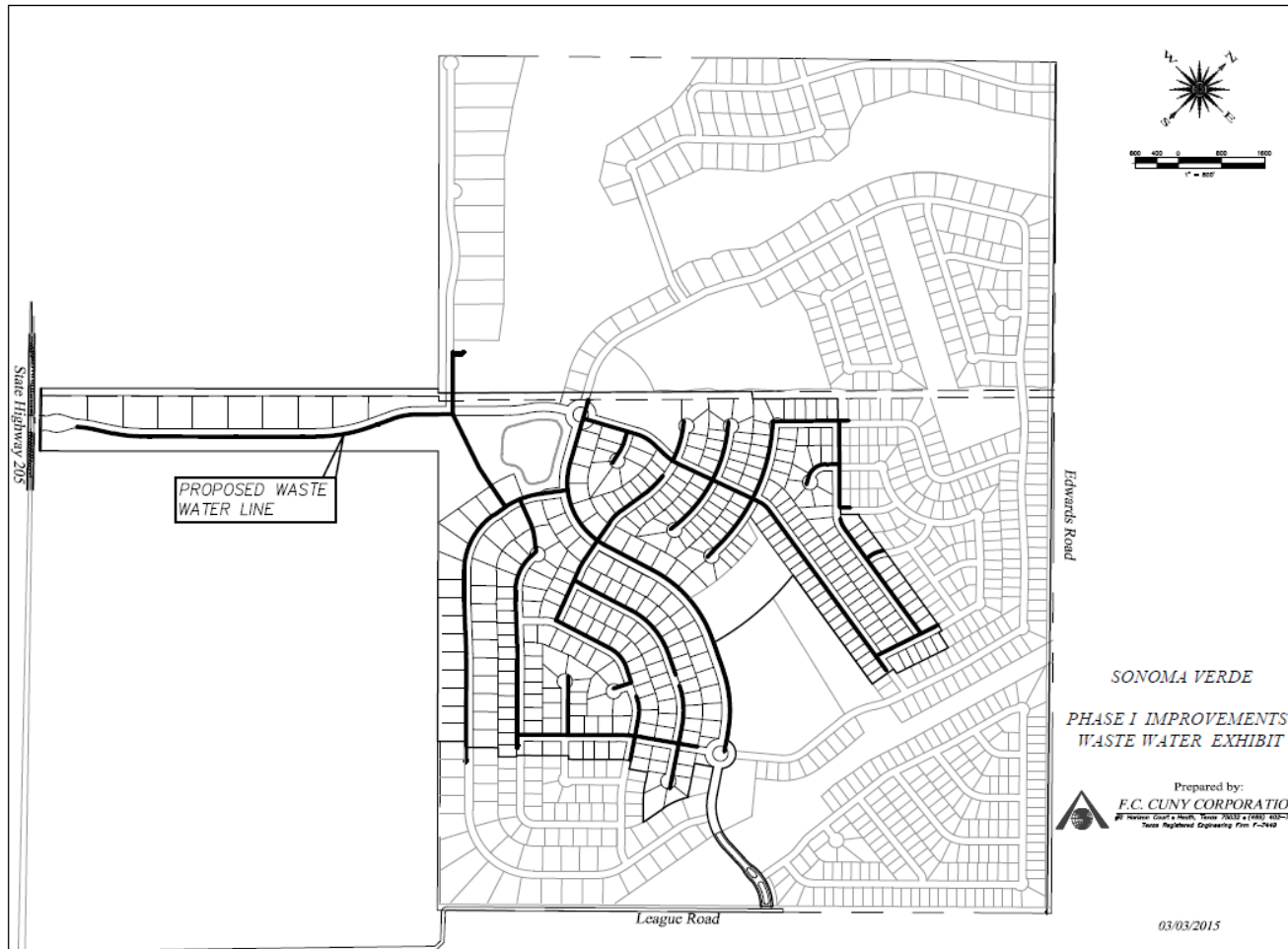




EXHIBIT I-2 – MAPS OF PHASE 1 IMPROVEMENTS







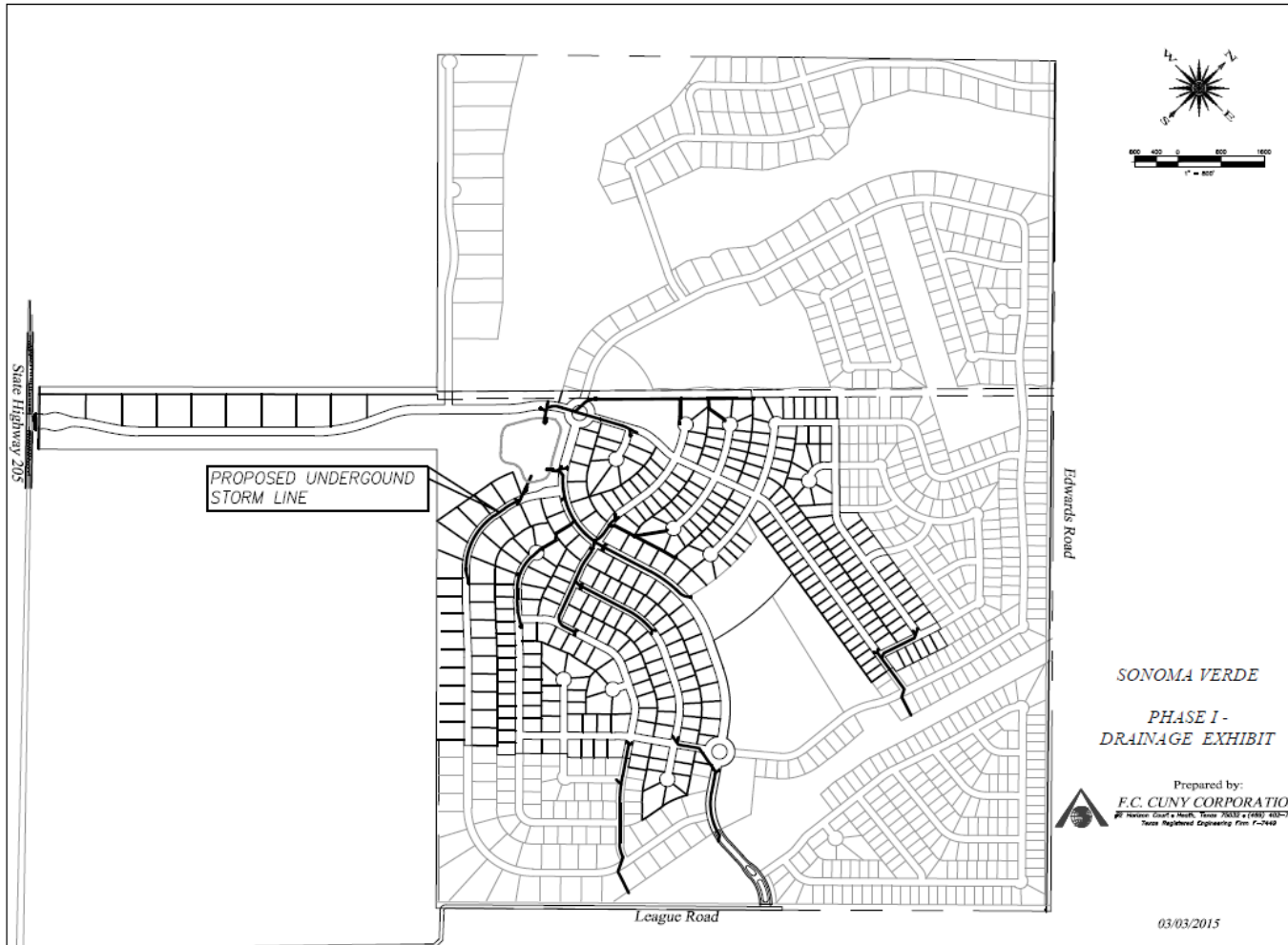
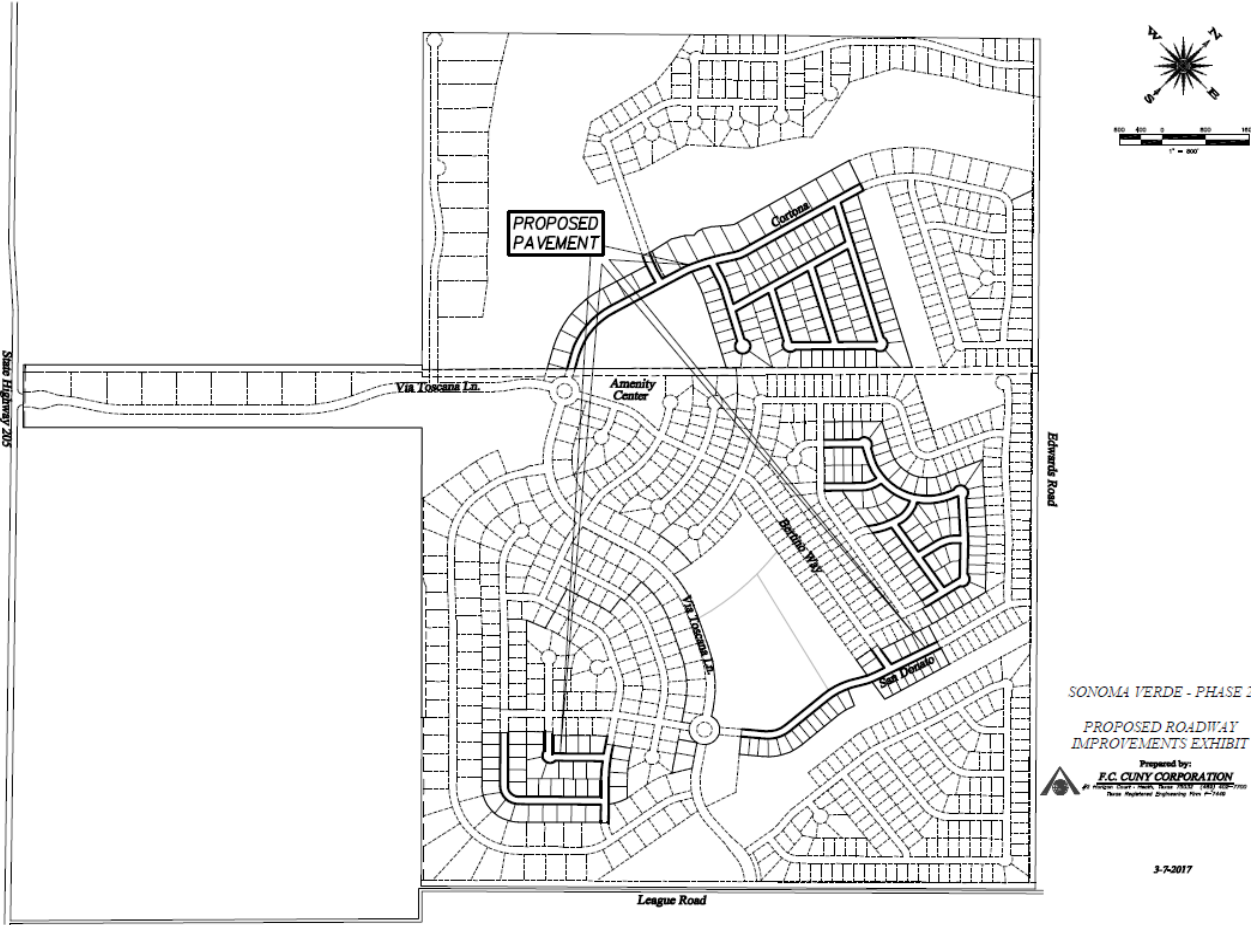
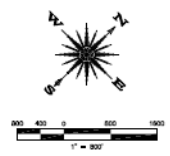
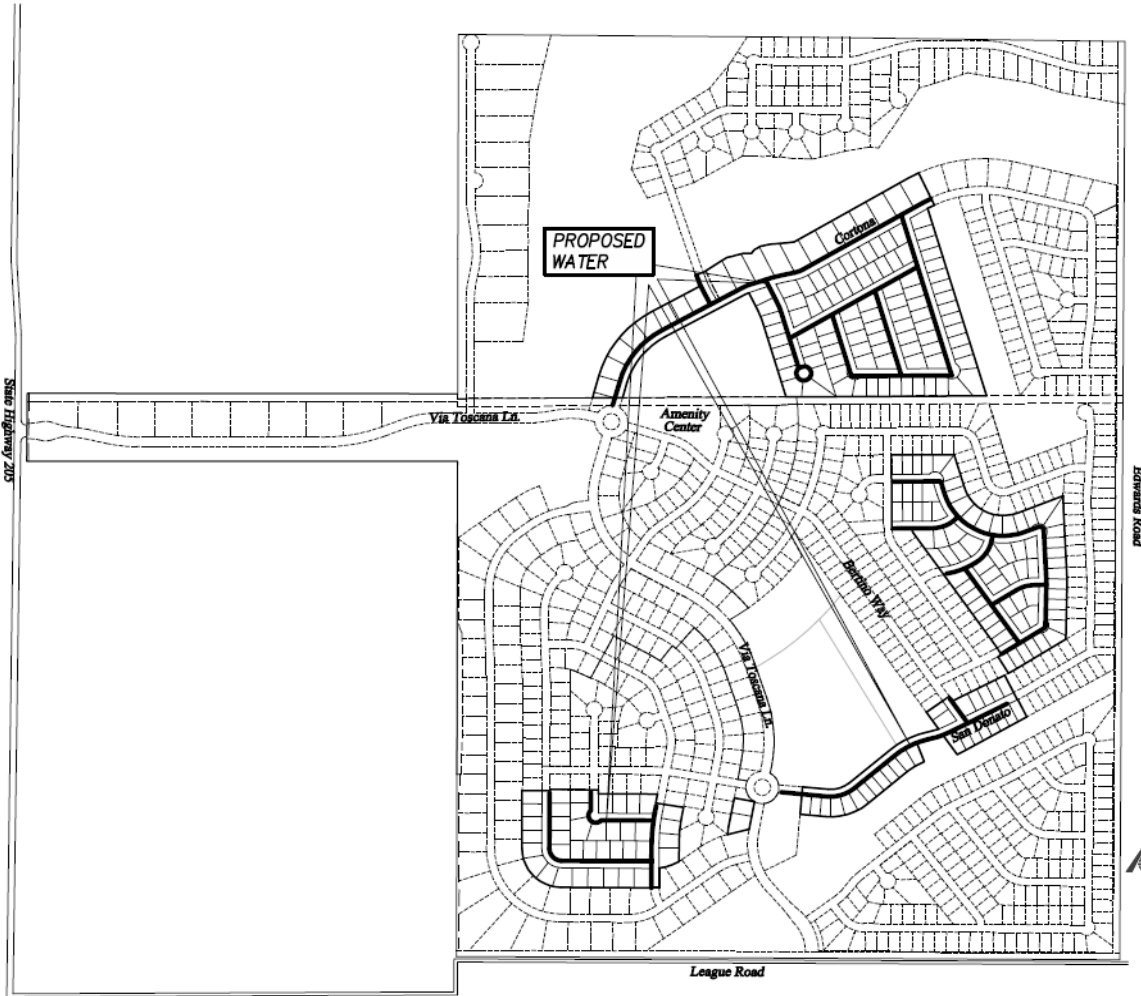


EXHIBIT I-3 – MAPS OF PHASE 2 IMPROVEMENTS



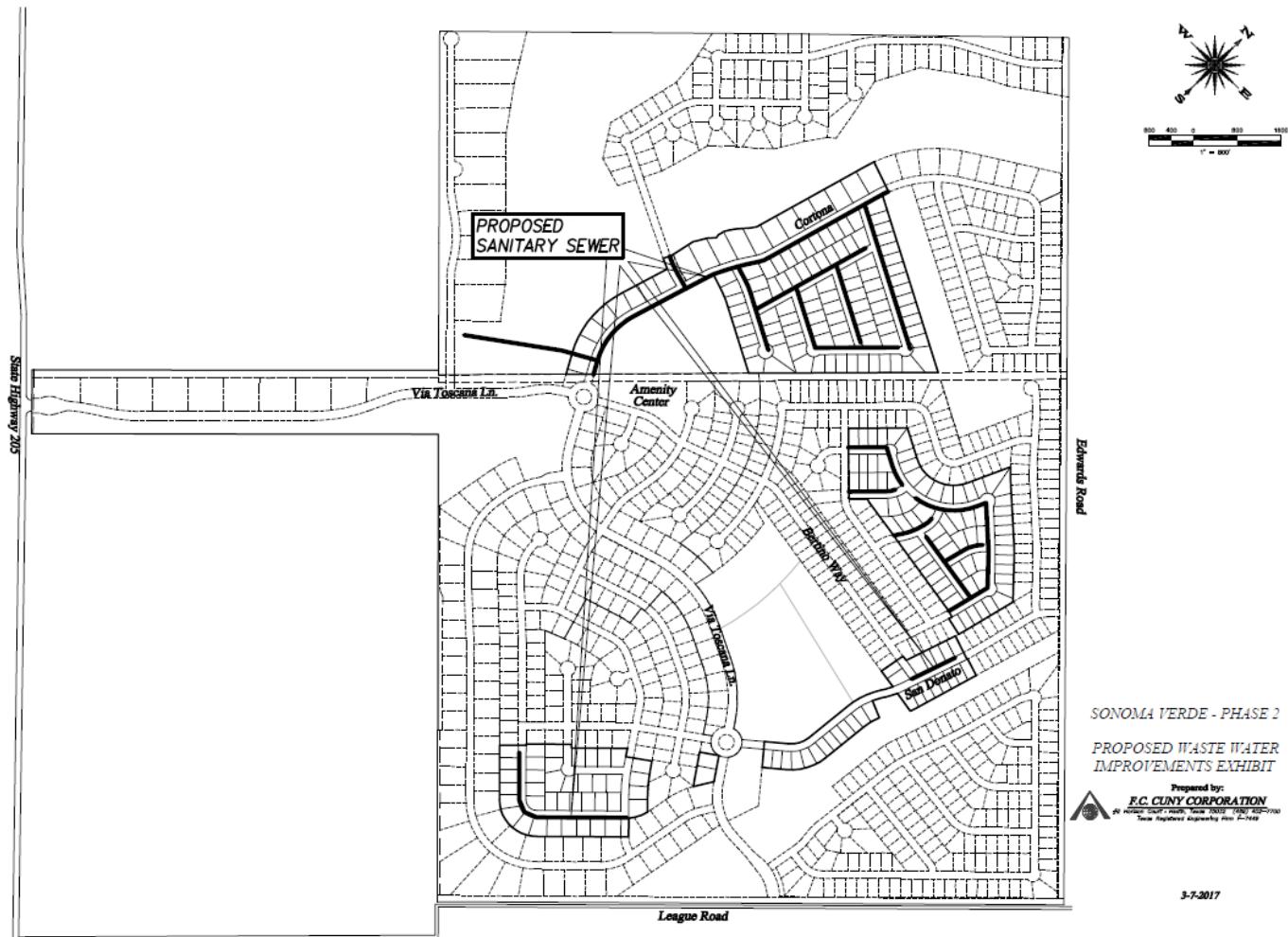


SONOMA VERDE - PHASE 2  
 PROPOSED WATER  
 IMPROVEMENTS EXHIBIT

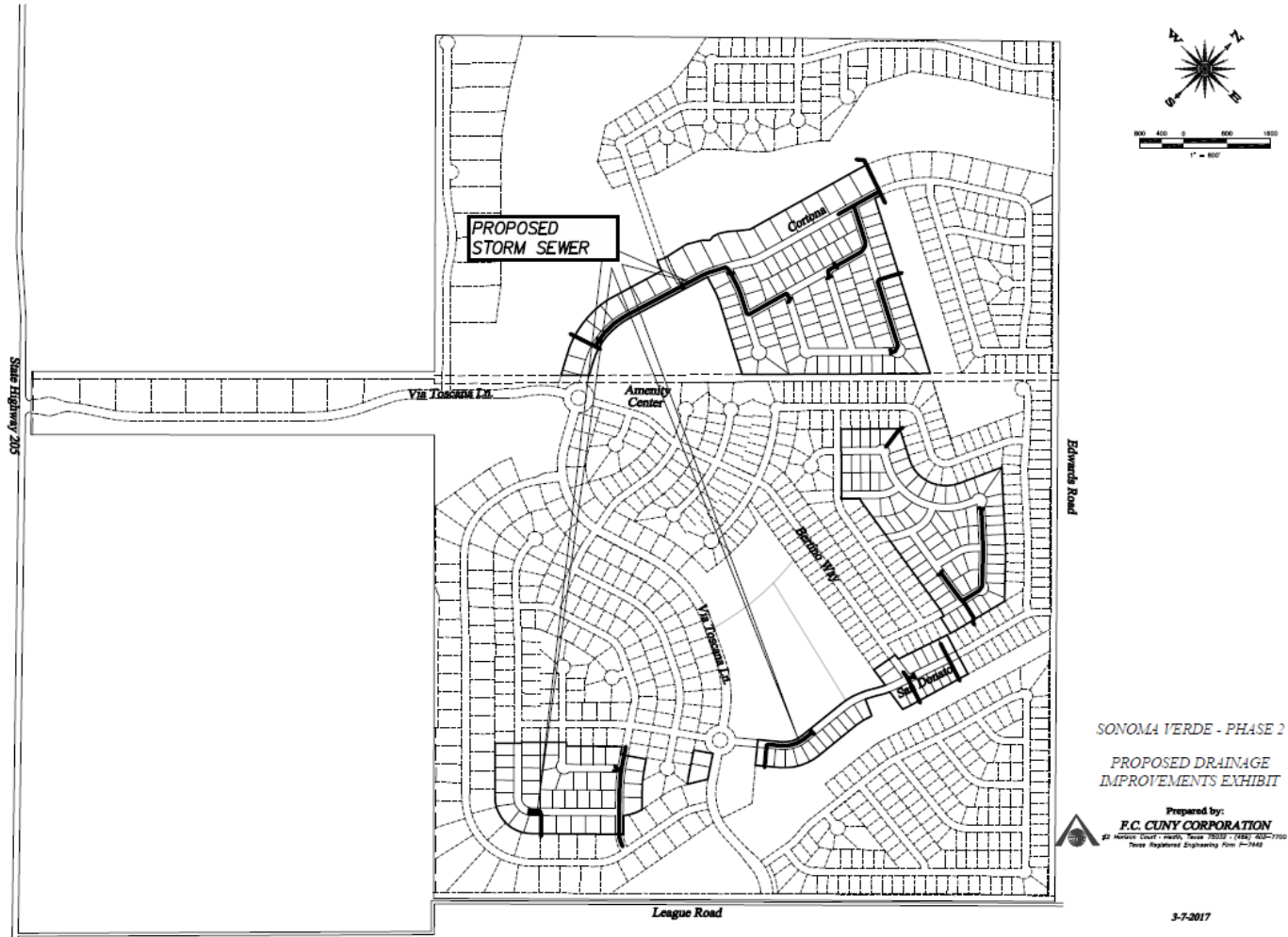
Prepared by:  
**F.C. CUNY CORPORATION**  
41 HANCOCK STREET SUITE 200 SAN FRANCISCO, CA 94104  
 415.774.8800 FAX 415.774.8801

3-7-2017

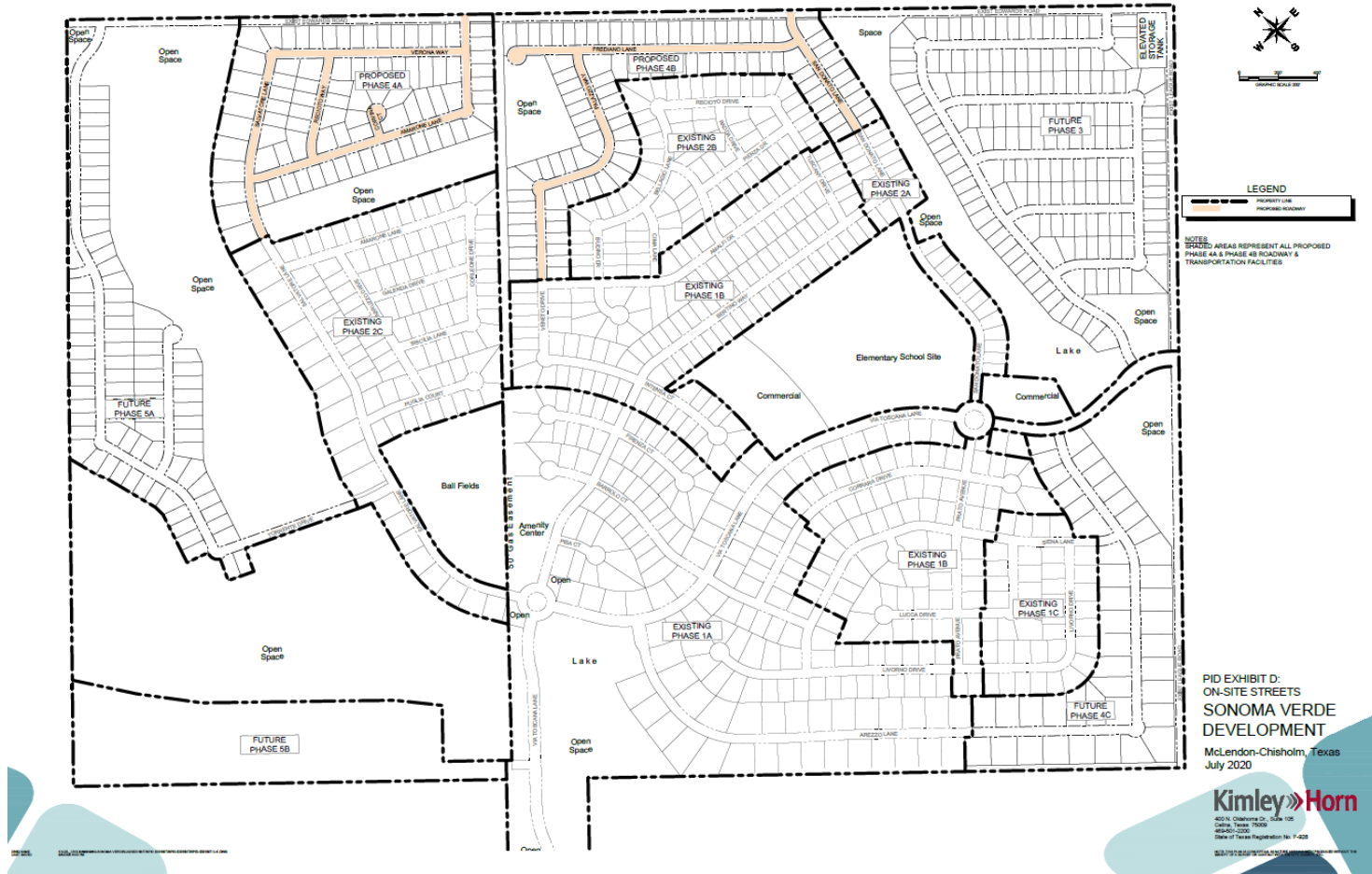


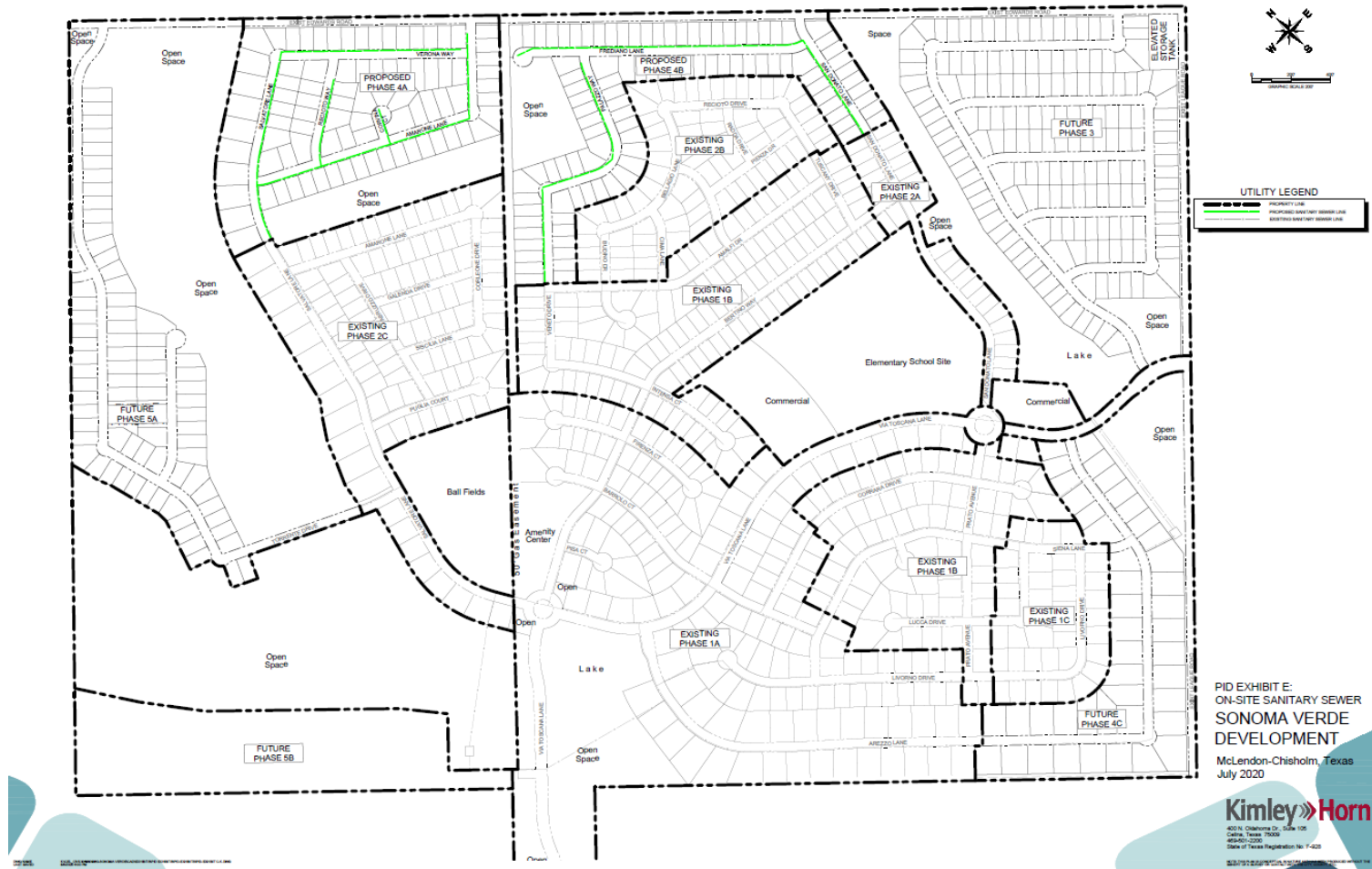






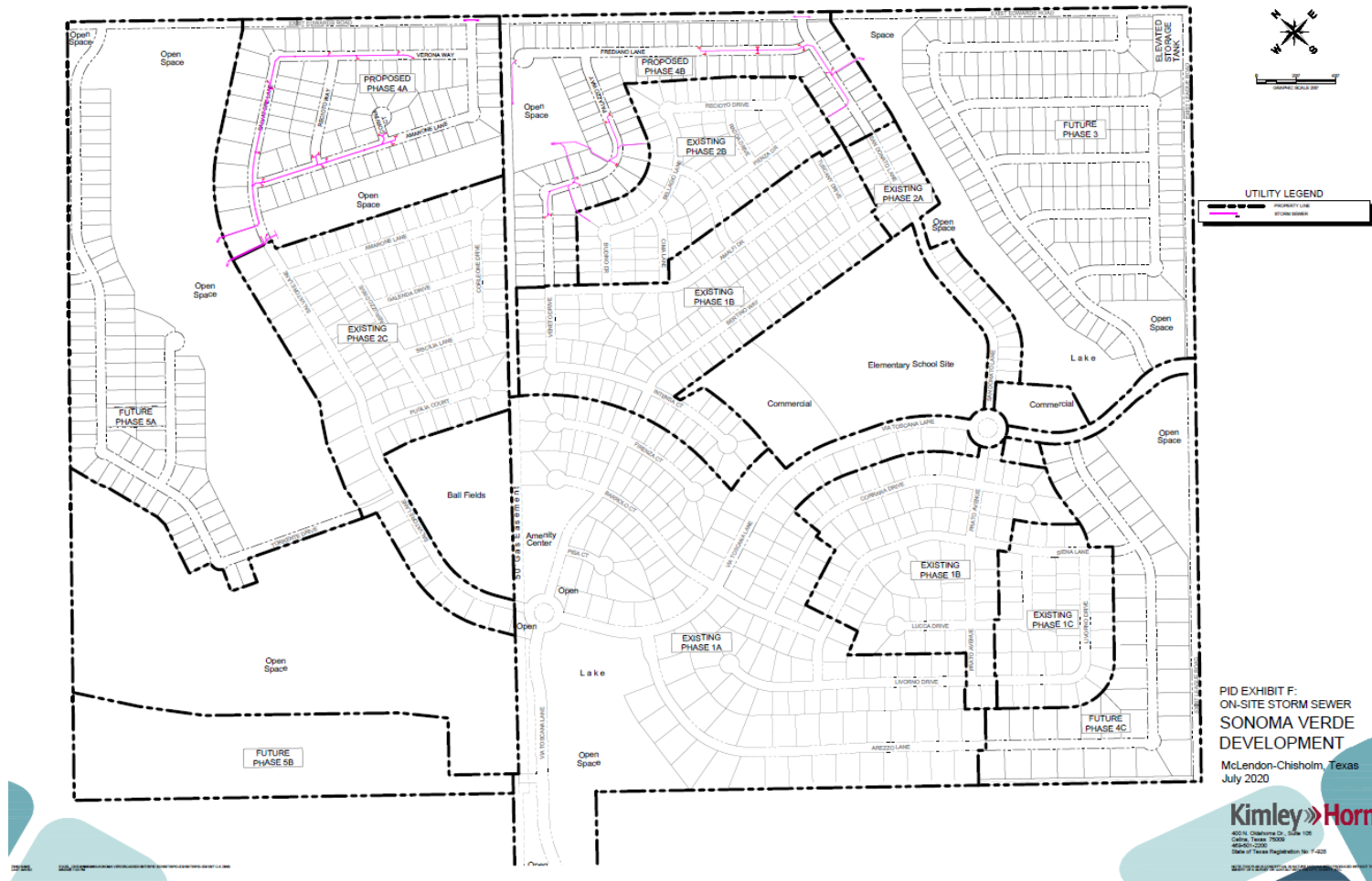
**EXHIBIT I-4 – MAPS OF IMPROVEMENT AREA #3 IMPROVEMENTS**





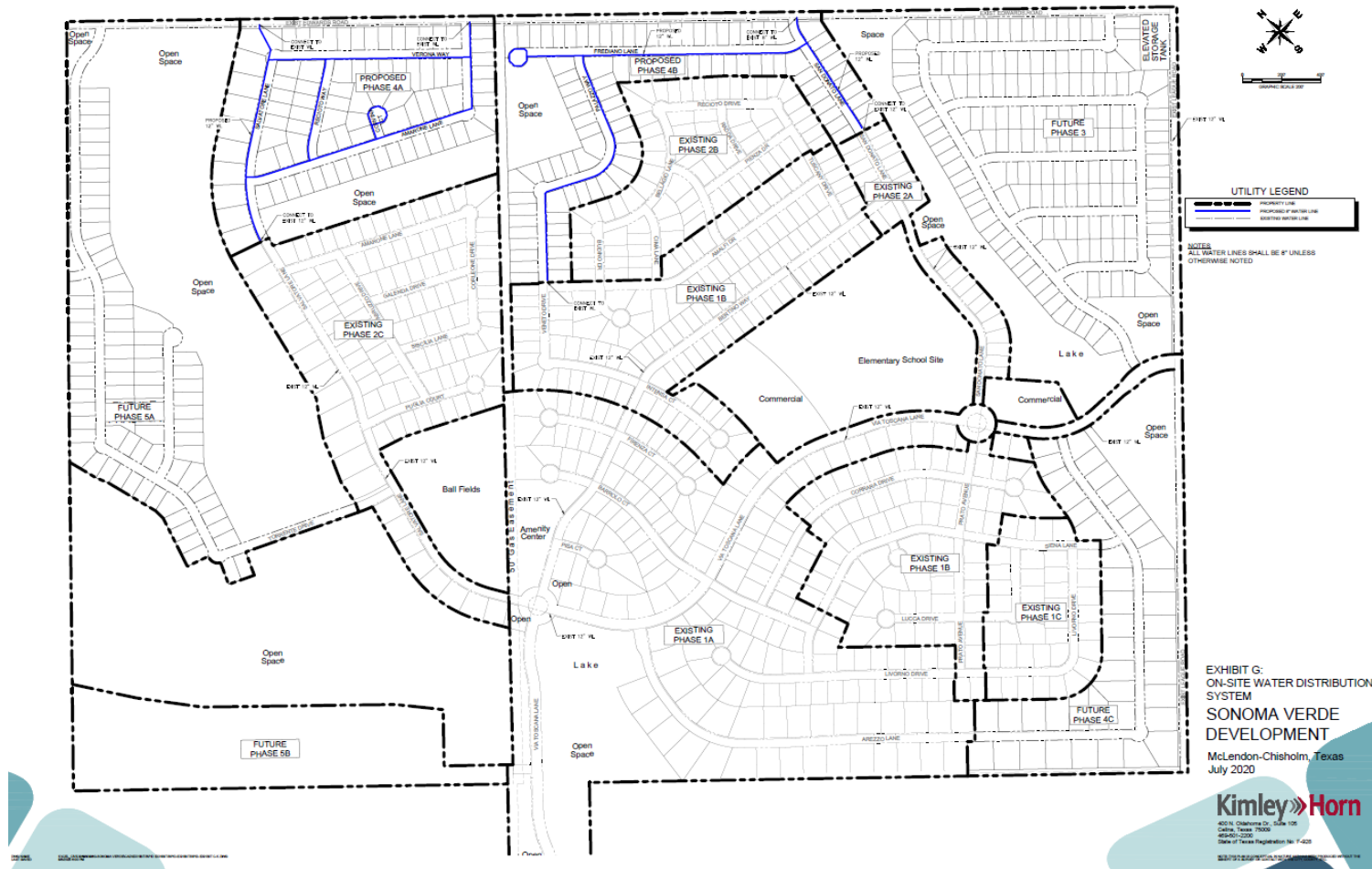
PID EXHIBIT E:  
ON-SITE SANITARY SEWER  
SONOMA VERDE  
DEVELOPMENT  
McLendon-Chisholm, Texas  
July 2020

**Kimley»Horn**  
4001 N. Glenview Dr., Suite 100  
Cedar, Texas 75005  
409.440.1234  
State of Texas Registration No. 74228



PID EXHIBIT F:  
ON-SITE STORM SEWER  
SONOMA VERDE  
DEVELOPMENT  
McLendon-Chisholm, Texas  
July 2020

**Kimley»Horn**  
4001 N. Chisholm Dr., Suite 100  
Dallas, Texas 75205  
972.440.1234  
State of Texas Registration No. F-4228





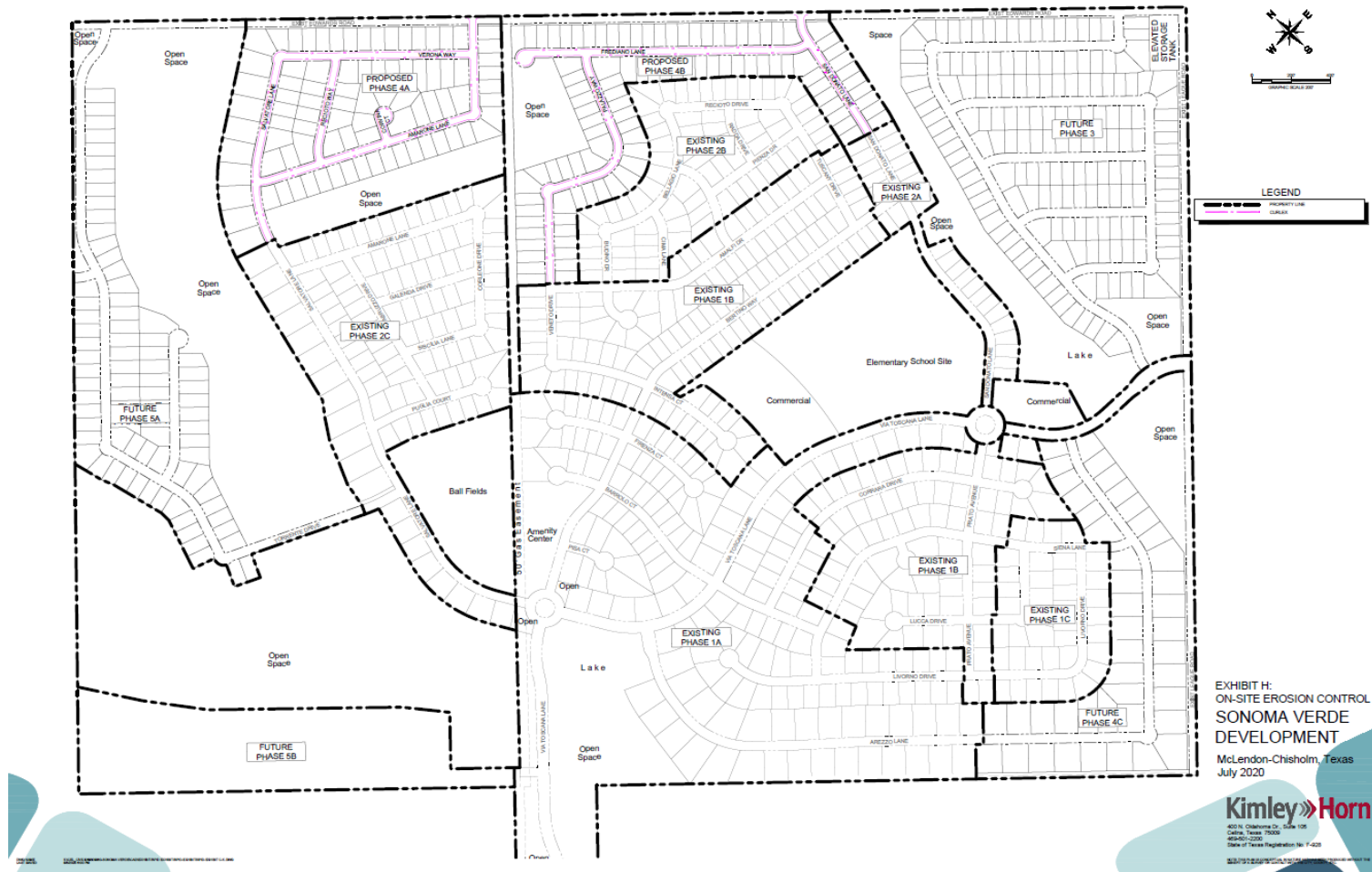


EXHIBIT H:  
ON-SITE EROSION CONTROL  
SONOMA VERDE  
DEVELOPMENT  
McLendon-Chisholm, Texas  
July 2020

**Kimley»Horn**  
400 N. Oaklawn Dr., Suite 100  
Dallas, Texas 75209  
(972) 441-1234  
State of Texas Registration No. T-4223  
S:\Projects\2020\SONOMA VERDE DEVELOPMENT\EXHIBIT H\ON-SITE EROSION CONTROL\SONOMA VERDE DEVELOPMENT EXHIBIT H.dwg



### EXHIBIT J-1 – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

| Lot Type                          | Units      | Units After<br>Prepayments | Estimated<br>Buildout Value Per<br>Unit | Total Estimated<br>Buildout Value | Assessment              | Maximum<br>Assessment<br>per unit | Average Annual<br>Installment | Average Annual<br>Installment per Unit | PID TRE   |
|-----------------------------------|------------|----------------------------|-----------------------------------------|-----------------------------------|-------------------------|-----------------------------------|-------------------------------|----------------------------------------|-----------|
| <i>Phase 1</i>                    |            |                            |                                         |                                   |                         |                                   |                               |                                        |           |
| 2                                 | 29         | 29                         | \$ 440,000                              | \$ 12,760,000                     | \$ 1,115,724.08         | \$ 38,473.24                      | \$ 75,315.43                  | \$ 2,597.08                            |           |
| 3                                 | 30         | 30                         | \$ 340,000                              | \$ 10,200,000                     | \$ 889,983.48           | \$ 29,666.12                      | \$ 60,077.12                  | \$ 2,002.57                            |           |
| 4                                 | 122        | 120                        | \$ 310,000                              | \$ 37,200,000                     | \$ 3,226,190.12         | \$ 26,884.92                      | \$ 217,779.55                 | \$ 1,814.83                            |           |
| 5                                 | 175        | 175                        | \$ 245,000                              | \$ 42,875,000                     | \$ 3,731,441.15         | \$ 21,322.52                      | \$ 251,885.83                 | \$ 1,439.35                            |           |
| 6                                 | 8          | 8                          | \$ 425,000                              | \$ 3,400,000                      | \$ 296,661.16           | \$ 37,082.65                      | \$ 20,025.71                  | \$ 2,503.21                            |           |
| <b>Phase 1 Total</b>              | <b>364</b> | <b>362</b>                 |                                         | <b>\$ 106,435,000</b>             | <b>\$ 9,260,000.00</b>  |                                   | <b>\$ 625,083.62</b>          |                                        | 0.587291  |
| <i>Improvement Area #1C</i>       |            |                            |                                         |                                   |                         |                                   |                               |                                        |           |
| 4                                 | 41         | 41                         | \$ 310,000                              | \$ 12,710,000                     | \$ 1,290,079.39         | \$ 31,465.35                      | \$ 111,575.83                 | \$ 2,721.36                            |           |
| <b>Improvement Area #1C Total</b> | <b>41</b>  | <b>41</b>                  |                                         | <b>\$ 12,710,000</b>              | <b>\$ 1,290,079.39</b>  |                                   | <b>\$ 111,575.83</b>          |                                        | 0.877859  |
| <i>Improvement Area #2</i>        |            |                            |                                         |                                   |                         |                                   |                               |                                        |           |
| 2                                 | 12         | 12                         | \$ 440,000                              | \$ 5,280,000                      | \$ 564,809.00           | \$ 47,067.42                      | \$ 41,401.47                  | \$ 3,450.12                            |           |
| 3                                 | 8          | 8                          | \$ 340,000                              | \$ 2,720,000                      | \$ 290,343.58           | \$ 36,292.95                      | \$ 21,282.69                  | \$ 2,660.34                            |           |
| 5                                 | 100        | 99                         | \$ 245,000                              | \$ 24,255,000                     | \$ 2,582,470.25         | \$ 26,085.56                      | \$ 189,299.53                 | \$ 1,912.12                            |           |
| 10                                | 93         | 92                         | \$ 277,500                              | \$ 25,530,000                     | \$ 2,731,600.31         | \$ 29,691.31                      | \$ 200,231.02                 | \$ 2,176.42                            |           |
| <b>Improvement Area #2 Total</b>  | <b>213</b> | <b>211</b>                 |                                         | <b>\$ 57,785,000</b>              | <b>\$ 6,225,000.00</b>  |                                   | <b>\$ 456,303.24</b>          |                                        | 0.789657  |
| <i>Improvement Area #3</i>        |            |                            |                                         |                                   |                         |                                   |                               |                                        |           |
| 1                                 | 99         | 99                         | \$ 333,719                              | \$ 33,038,181                     | \$ 3,087,993.16         | \$ 31,191.85                      | \$ 249,736.54                 | \$ 2,522.59                            |           |
| 2                                 | 77         | 77                         | \$ 368,392                              | \$ 28,366,184                     | \$ 2,651,313.71         | \$ 34,432.65                      | \$ 214,420.78                 | \$ 2,784.69                            |           |
| 3                                 | 9          | 9                          | \$ 452,556                              | \$ 4,073,004                      | \$ 380,693.13           | \$ 42,299.24                      | \$ 30,787.95                  | \$ 3,420.88                            |           |
| <b>Improvement Area #3 Total</b>  | <b>185</b> | <b>185</b>                 |                                         | <b>\$ 65,477,369</b>              | <b>\$ 6,120,000.00</b>  |                                   | <b>\$ 494,945.27</b>          |                                        | \$ 0.7559 |
| <b>Total</b>                      | <b>803</b> | <b>799</b>                 |                                         | <b>\$ 242,407,369.00</b>          | <b>\$ 22,895,079.39</b> |                                   | <b>\$ 1,687,907.96</b>        |                                        |           |



### EXHIBIT J-2 – LAND USE CLASS TO LOT TYPE CONVERSION

| Lot Type                         | Land Use Class    | Front Footage/Acreage/Use   | Estimated Buildout Value per Unit | Outstanding Assessment per Unit |
|----------------------------------|-------------------|-----------------------------|-----------------------------------|---------------------------------|
| Phase 1, Lot Type 2              | Land Use Class 2  | Residential - One-Half Acre | \$ 440,000                        | \$ 38,473                       |
| Phase 1, Lot Type 3              | Land Use Class 3  | Residential - 90' Lot       | \$ 340,000                        | \$ 29,666                       |
| Phase 1, Lot Type 4              | Land Use Class 4  | Residential - 80' Lot       | \$ 310,000                        | \$ 26,885                       |
| Phase 1, Lot Type 5              | Land Use Class 5  | Residential - 60' Lot       | \$ 245,000                        | \$ 21,323                       |
| Phase 1, Lot Type 6              | Land Use Class 6  | Office Lot                  | \$ 425,000                        | \$ 37,083                       |
| Improvement Area #1C, Lot Type 4 | Land Use Class 4  | Residential - 80' Lot       | \$ 310,000                        | \$ 31,465                       |
| Improvement Area #2, Lot Type 2  | Land Use Class 2  | Residential - One-Half Acre | \$ 440,000                        | \$ 47,067                       |
| Improvement Area #2, Lot Type 3  | Land Use Class 3  | Residential - 90' Lot       | \$ 340,000                        | \$ 36,293                       |
| Improvement Area #2, Lot Type 5  | Land Use Class 5  | Residential - 60' Lot       | \$ 245,000                        | \$ 26,086                       |
| Improvement Area #2, Lot Type 10 | Land Use Class 10 | Residential - 70' Lot       | \$ 277,500                        | \$ 29,691                       |
| Improvement Area #3, Lot Type 1  | N/A               | Residential - 60' Lot       | \$ 333,719                        | \$ 27,064                       |
| Improvement Area #3, Lot Type 2  | N/A               | Residential - 70'           | \$ 368,392                        | \$ 29,875                       |
| Improvement Area #3, Lot Type 3  | N/A               | Residential - 120'          | \$ 452,556                        | \$ 36,701                       |

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



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

[Date]  
Rockwall County Clerk's Office  
Honorable [County Clerk]  
1111 E Yellowjacket Lane  
Suite 100  
Rockwall, TX 75087

**Re: City of McLendon-Chisholm Lien Release documents for filing**

Dear Ms./Mr. [County Clerk],

Enclosed is a lien release that the City of McLendon-Chisholm is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of McLendon-Chisholm  
Attn: City Secretary  
1371 West FM 550  
McLendon-Chisholm, TX 75032

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

Sincerely,  
[Signature]

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

**City Secretary**  
**1371 West FM 550**  
**McLendon-Chisholm, TX 75032**

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of McLendon-Chisholm, Texas, a Texas general law municipality (the "City").

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

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

**WHEREAS**, the District consists of approximately 548 contiguous acres within the and corporate limits of the City; and

**WHEREAS**, on or about January 13, 2015, the City Council approved Ordinance No. 2015-02, (hereinafter referred to as the "Phase 1 Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property (defined below) within the District; and

**WHEREAS**, on or about June 23, 2017, the City Council approved Ordinance No. 2017-09, (hereinafter referred to as the "Phase 2 Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property (defined below) within the District; and

**WHEREAS**, on or about \_\_\_\_\_, 2020, the City Council approved Ordinance No. 2020-\_\_\_\_\_, (hereinafter referred to as the "Phase 3 Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property (defined below) within the District; and

**WHEREAS**, the [Phase 1/Phase 2/Phase 3] Assessment Ordinance imposed an assessment (the "Lien") in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property "the "Property":  
[legal description], a subdivision in Rockwall County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Rockwall County, Texas; and

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

**RELEASE**

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

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

**CITY OF MCLENDON-CHISHOLM, TEXAS,**  
A Texas general law municipality,

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

**ATTEST:**

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

**STATE OF TEXAS** §  
§  
**COUNTY OF ROCKWALL** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Name], City Manager for the City of McLendon-Chisholm, Texas, a Texas general law municipality, on behalf of said municipality.

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

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

### DEBT SERVICE REQUIREMENTS

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

| <b>Fiscal Year Ending<br/>(September 30)</b> | <b><u>Principal</u></b>   | <b><u>Interest</u></b>       | <b><u>Total</u></b>           |
|----------------------------------------------|---------------------------|------------------------------|-------------------------------|
| 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>             |
| <b>Total</b>                                 | <b><u>\$6,225,000</u></b> | <b><u>\$5,144,579.61</u></b> | <b><u>\$11,369,579.61</u></b> |

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## EXHIBIT L-2 – DEBT SERVICE SCHEDULE FOR PHASE 1 REFUNDING AND IMPROVEMENT BONDS

FINAL

### City of McLendon-Chisholm

Special Assessment Revenue Refunding and Improvement Bonds, Series 2020  
(Sonoma PID Phase 1)

### Debt Service Schedule

| Date         | Principal             | Coupon   | Interest              | Total P+I              |
|--------------|-----------------------|----------|-----------------------|------------------------|
| 09/30/2020   | -                     | -        | -                     | -                      |
| 09/30/2021   | 230,000.00            | 4.000%   | 329,442.36            | 559,442.36             |
| 09/30/2022   | 255,000.00            | 4.000%   | 298,850.00            | 553,850.00             |
| 09/30/2023   | 265,000.00            | 4.000%   | 288,650.00            | 553,650.00             |
| 09/30/2024   | 275,000.00            | 4.000%   | 278,050.00            | 553,050.00             |
| 09/30/2025   | 285,000.00            | 4.000%   | 267,050.00            | 552,050.00             |
| 09/30/2026   | 295,000.00            | 4.000%   | 255,650.00            | 550,650.00             |
| 09/30/2027   | 305,000.00            | 4.000%   | 243,850.00            | 548,850.00             |
| 09/30/2028   | 320,000.00            | 4.000%   | 231,650.00            | 551,650.00             |
| 09/30/2029   | 330,000.00            | 4.000%   | 218,850.00            | 548,850.00             |
| 09/30/2030   | 340,000.00            | 4.000%   | 205,650.00            | 545,650.00             |
| 09/30/2031   | 355,000.00            | 2.500%   | 192,050.00            | 547,050.00             |
| 09/30/2032   | 360,000.00            | 2.500%   | 183,175.00            | 543,175.00             |
| 09/30/2033   | 370,000.00            | 2.500%   | 174,175.00            | 544,175.00             |
| 09/30/2034   | 375,000.00            | 2.500%   | 164,925.00            | 539,925.00             |
| 09/30/2035   | 385,000.00            | 2.500%   | 155,550.00            | 540,550.00             |
| 09/30/2036   | 395,000.00            | 3.500%   | 145,925.00            | 540,925.00             |
| 09/30/2037   | 405,000.00            | 3.500%   | 132,100.00            | 537,100.00             |
| 09/30/2038   | 420,000.00            | 3.500%   | 117,925.00            | 537,925.00             |
| 09/30/2039   | 430,000.00            | 3.500%   | 103,225.00            | 533,225.00             |
| 09/30/2040   | 445,000.00            | 3.500%   | 88,175.00             | 533,175.00             |
| 09/30/2041   | 460,000.00            | 3.000%   | 72,600.00             | 532,600.00             |
| 09/30/2042   | 470,000.00            | 3.000%   | 58,800.00             | 528,800.00             |
| 09/30/2043   | 485,000.00            | 3.000%   | 44,700.00             | 529,700.00             |
| 09/30/2044   | 495,000.00            | 3.000%   | 30,150.00             | 525,150.00             |
| 09/30/2045   | 510,000.00            | 3.000%   | 15,300.00             | 525,300.00             |
| <b>Total</b> | <b>\$9,260,000.00</b> | <b>-</b> | <b>\$4,296,467.36</b> | <b>\$13,556,467.36</b> |

### Yield Statistics

|                                   |              |
|-----------------------------------|--------------|
| Bond Year Dollars                 | \$135,218.06 |
| Average Life                      | 14.602 Years |
| Average Coupon                    | 3.1774361%   |
| Net Interest Cost (NIC)           | 3.0338233%   |
| True Interest Cost (TIC)          | 3.0043750%   |
| Bond Yield for Arbitrage Purposes | 2.5310947%   |
| All Inclusive Cost (AIC)          | 3.7031130%   |

### IRS Form 8038

|                           |              |
|---------------------------|--------------|
| Net Interest Cost         | 2.7342892%   |
| Weighted Average Maturity | 14.372 Years |

Bid to underwrite | Issue Summary | 10/ 8/2020 | 6:57 PM

Hilltop Securities Inc.  
Public Finance

Page 1

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

[To be included after issuance of Improvement Area #3 Bonds.]

## EXHIBIT M – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the follow Lot Types are found in this Exhibit:

- Phase 1, Lot Type 2
- Phase 1, Lot Type 3
- Phase 1, Lot Type 4
- Phase 1, Lot Type 5
- Phase 1, Lot Type 6
- Improvement Area #1C, Lot Type 4
- Improvement Area #2, Lot Type 2
- Improvement Area #2, Lot Type 3
- Improvement Area #2, Lot Type 5
- Improvement Area #2, Lot Type 10
- Improvement Area #3, Lot Type 1
- Improvement Area #3, Lot Type 2
- Improvement Area #3, Lot Type 3



## EXHIBIT M-1 - HOMEBUYER DISCLOSURE FOR PHASE 1, LOT TYPE 2

### NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS TO THE CITY OF MCLENDON-CHISHOLM, TEXAS

#### CONCERNING THE PROPERTY AT:

\_\_\_\_\_  
STREET ADDRESS

#### PRINCIPAL PHASE 1, LOT TYPE 2 ASSESSMENT: \$38,473.24

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**Sonoma Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE PHASE 1, LOT TYPE 2 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$38,473.24 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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

## PROJECTED ANNUAL INSTALLMENTS – PHASE 1, LOT TYPE 2

|                         |              |              | Administrative Expenses |                 |              |
|-------------------------|--------------|--------------|-------------------------|-----------------|--------------|
| Installment Due<br>1/31 |              |              | Administrative          | Maintenance and |              |
|                         | Principal    | Interest     | Costs                   | Operation Costs | Total        |
| 2021                    | \$ 955.60    | \$ 1,368.76  | \$ 195.40               | \$ 62.00        | \$ 2,581.76  |
| 2022                    | \$ 1,059.47  | \$ 1,241.66  | \$ 199.31               | \$ 62.00        | \$ 2,562.44  |
| 2023                    | \$ 1,101.02  | \$ 1,199.28  | \$ 203.30               | \$ 62.00        | \$ 2,565.59  |
| 2024                    | \$ 1,142.56  | \$ 1,155.24  | \$ 207.36               | \$ 62.00        | \$ 2,567.16  |
| 2025                    | \$ 1,184.11  | \$ 1,109.53  | \$ 211.51               | \$ 62.00        | \$ 2,567.16  |
| 2026                    | \$ 1,225.66  | \$ 1,062.17  | \$ 215.74               | \$ 62.00        | \$ 2,565.57  |
| 2027                    | \$ 1,267.21  | \$ 1,013.14  | \$ 220.06               | \$ 62.00        | \$ 2,562.41  |
| 2028                    | \$ 1,329.53  | \$ 962.45    | \$ 224.46               | \$ 62.00        | \$ 2,578.44  |
| 2029                    | \$ 1,371.08  | \$ 909.27    | \$ 228.95               | \$ 62.00        | \$ 2,571.30  |
| 2030                    | \$ 1,412.62  | \$ 854.43    | \$ 233.53               | \$ 62.00        | \$ 2,562.58  |
| 2031                    | \$ 1,474.95  | \$ 797.93    | \$ 238.20               | \$ 62.00        | \$ 2,573.07  |
| 2032                    | \$ 1,495.72  | \$ 761.05    | \$ 242.96               | \$ 62.00        | \$ 2,561.73  |
| 2033                    | \$ 1,537.27  | \$ 723.66    | \$ 247.82               | \$ 62.00        | \$ 2,570.75  |
| 2034                    | \$ 1,558.04  | \$ 685.23    | \$ 252.78               | \$ 62.00        | \$ 2,558.04  |
| 2035                    | \$ 1,599.59  | \$ 646.28    | \$ 257.83               | \$ 62.00        | \$ 2,565.70  |
| 2036                    | \$ 1,641.14  | \$ 606.29    | \$ 262.99               | \$ 62.00        | \$ 2,572.41  |
| 2037                    | \$ 1,682.69  | \$ 548.85    | \$ 268.25               | \$ 62.00        | \$ 2,561.78  |
| 2038                    | \$ 1,745.01  | \$ 489.95    | \$ 273.61               | \$ 62.00        | \$ 2,570.57  |
| 2039                    | \$ 1,786.55  | \$ 428.88    | \$ 279.09               | \$ 62.00        | \$ 2,556.52  |
| 2040                    | \$ 1,848.88  | \$ 366.35    | \$ 284.67               | \$ 62.00        | \$ 2,561.89  |
| 2041                    | \$ 1,911.20  | \$ 301.64    | \$ 290.36               | \$ 62.00        | \$ 2,565.20  |
| 2042                    | \$ 1,952.75  | \$ 244.30    | \$ 296.17               | \$ 62.00        | \$ 2,555.21  |
| 2043                    | \$ 2,015.07  | \$ 185.72    | \$ 302.09               | \$ 62.00        | \$ 2,564.88  |
| 2044                    | \$ 2,056.62  | \$ 125.27    | \$ 308.13               | \$ 62.00        | \$ 2,552.01  |
| 2045                    | \$ 2,118.94  | \$ 63.57     | \$ 314.30               | \$ 62.00        | \$ 2,558.80  |
| Total                   | \$ 38,473.24 | \$ 17,850.87 | \$ 6,258.85             | \$ 1,550.00     | \$ 64,132.97 |

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Interest is calculated at an average coupon of 3.18%.*

**EXHIBIT M-2 - HOMEBUYER DISCLOSURE FOR PHASE 1, LOT TYPE 3**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL PHASE 1, LOT TYPE 3 ASSESSMENT: \$29,666.12**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***Sonoma Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE PHASE 1, LOT TYPE 3 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$29,666.12 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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

### PROJECTED ANNUAL INSTALLMENTS – PHASE 1, LOT TYPE 3

|                         |              |              | Administrative Expenses |                                    |              |
|-------------------------|--------------|--------------|-------------------------|------------------------------------|--------------|
| Installment Due<br>1/31 | Principal    | Interest     | Administrative<br>Costs | Maintenance and<br>Operation Costs | Total        |
| 2021                    | \$ 736.85    | \$ 1,055.43  | \$ 150.67               | \$ 62.00                           | \$ 2,004.95  |
| 2022                    | \$ 816.94    | \$ 957.42    | \$ 153.69               | \$ 62.00                           | \$ 1,990.05  |
| 2023                    | \$ 848.98    | \$ 924.74    | \$ 156.76               | \$ 62.00                           | \$ 1,992.48  |
| 2024                    | \$ 881.01    | \$ 890.78    | \$ 159.90               | \$ 62.00                           | \$ 1,993.69  |
| 2025                    | \$ 913.05    | \$ 855.54    | \$ 163.09               | \$ 62.00                           | \$ 1,993.69  |
| 2026                    | \$ 945.09    | \$ 819.02    | \$ 166.36               | \$ 62.00                           | \$ 1,992.46  |
| 2027                    | \$ 977.12    | \$ 781.22    | \$ 169.68               | \$ 62.00                           | \$ 1,990.02  |
| 2028                    | \$ 1,025.18  | \$ 742.13    | \$ 173.08               | \$ 62.00                           | \$ 2,002.39  |
| 2029                    | \$ 1,057.22  | \$ 701.13    | \$ 176.54               | \$ 62.00                           | \$ 1,996.88  |
| 2030                    | \$ 1,089.25  | \$ 658.84    | \$ 180.07               | \$ 62.00                           | \$ 1,990.16  |
| 2031                    | \$ 1,137.31  | \$ 615.27    | \$ 183.67               | \$ 62.00                           | \$ 1,998.25  |
| 2032                    | \$ 1,153.33  | \$ 586.83    | \$ 187.34               | \$ 62.00                           | \$ 1,989.50  |
| 2033                    | \$ 1,185.36  | \$ 558.00    | \$ 191.09               | \$ 62.00                           | \$ 1,996.45  |
| 2034                    | \$ 1,201.38  | \$ 528.37    | \$ 194.91               | \$ 62.00                           | \$ 1,986.66  |
| 2035                    | \$ 1,233.42  | \$ 498.33    | \$ 198.81               | \$ 62.00                           | \$ 1,992.56  |
| 2036                    | \$ 1,265.46  | \$ 467.50    | \$ 202.79               | \$ 62.00                           | \$ 1,997.74  |
| 2037                    | \$ 1,297.49  | \$ 423.21    | \$ 206.84               | \$ 62.00                           | \$ 1,989.54  |
| 2038                    | \$ 1,345.55  | \$ 377.79    | \$ 210.98               | \$ 62.00                           | \$ 1,996.32  |
| 2039                    | \$ 1,377.58  | \$ 330.70    | \$ 215.20               | \$ 62.00                           | \$ 1,985.48  |
| 2040                    | \$ 1,425.64  | \$ 282.48    | \$ 219.50               | \$ 62.00                           | \$ 1,989.63  |
| 2041                    | \$ 1,473.69  | \$ 232.59    | \$ 223.89               | \$ 62.00                           | \$ 1,992.17  |
| 2042                    | \$ 1,505.73  | \$ 188.38    | \$ 228.37               | \$ 62.00                           | \$ 1,984.48  |
| 2043                    | \$ 1,553.79  | \$ 143.20    | \$ 232.94               | \$ 62.00                           | \$ 1,991.93  |
| 2044                    | \$ 1,585.82  | \$ 96.59     | \$ 237.60               | \$ 62.00                           | \$ 1,982.01  |
| 2045                    | \$ 1,633.88  | \$ 49.02     | \$ 242.35               | \$ 62.00                           | \$ 1,987.24  |
| Total                   | \$ 29,666.12 | \$ 13,764.52 | \$ 4,826.10             | \$ 1,550.00                        | \$ 49,806.75 |

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Interest is calculated at an average coupon of 3.18%.*

**EXHIBIT M-3 - HOMEBUYER DISCLOSURE FOR PHASE 1, LOT TYPE 4**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL PHASE 1, LOT TYPE 4 ASSESSMENT: \$26,884.92**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***Sonoma Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE PHASE 1, LOT TYPE 4 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$26,884.92 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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



### PROJECTED ANNUAL INSTALLMENTS – PHASE 1, LOT TYPE 4

|                         |              |              | Administrative Expenses |                                    |              |
|-------------------------|--------------|--------------|-------------------------|------------------------------------|--------------|
| Installment Due<br>1/31 | Principal    | Interest     | Administrative<br>Costs | Maintenance and<br>Operation Costs | Total        |
| 2021                    | \$ 667.77    | \$ 956.48    | \$ 136.55               | \$ 62.00                           | \$ 1,822.80  |
| 2022                    | \$ 740.35    | \$ 867.66    | \$ 139.28               | \$ 62.00                           | \$ 1,809.29  |
| 2023                    | \$ 769.38    | \$ 838.05    | \$ 142.06               | \$ 62.00                           | \$ 1,811.50  |
| 2024                    | \$ 798.42    | \$ 807.27    | \$ 144.91               | \$ 62.00                           | \$ 1,812.60  |
| 2025                    | \$ 827.45    | \$ 775.34    | \$ 147.80               | \$ 62.00                           | \$ 1,812.59  |
| 2026                    | \$ 856.48    | \$ 742.24    | \$ 150.76               | \$ 62.00                           | \$ 1,811.48  |
| 2027                    | \$ 885.52    | \$ 707.98    | \$ 153.77               | \$ 62.00                           | \$ 1,809.27  |
| 2028                    | \$ 929.07    | \$ 672.56    | \$ 156.85               | \$ 62.00                           | \$ 1,820.48  |
| 2029                    | \$ 958.10    | \$ 635.40    | \$ 159.99               | \$ 62.00                           | \$ 1,815.48  |
| 2030                    | \$ 987.14    | \$ 597.07    | \$ 163.19               | \$ 62.00                           | \$ 1,809.39  |
| 2031                    | \$ 1,030.69  | \$ 557.59    | \$ 166.45               | \$ 62.00                           | \$ 1,816.72  |
| 2032                    | \$ 1,045.20  | \$ 531.82    | \$ 169.78               | \$ 62.00                           | \$ 1,808.80  |
| 2033                    | \$ 1,074.24  | \$ 505.69    | \$ 173.18               | \$ 62.00                           | \$ 1,815.10  |
| 2034                    | \$ 1,088.75  | \$ 478.83    | \$ 176.64               | \$ 62.00                           | \$ 1,806.22  |
| 2035                    | \$ 1,117.79  | \$ 451.61    | \$ 180.17               | \$ 62.00                           | \$ 1,811.57  |
| 2036                    | \$ 1,146.82  | \$ 423.67    | \$ 183.77               | \$ 62.00                           | \$ 1,816.26  |
| 2037                    | \$ 1,175.85  | \$ 383.53    | \$ 187.45               | \$ 62.00                           | \$ 1,808.83  |
| 2038                    | \$ 1,219.40  | \$ 342.38    | \$ 191.20               | \$ 62.00                           | \$ 1,814.98  |
| 2039                    | \$ 1,248.44  | \$ 299.70    | \$ 195.02               | \$ 62.00                           | \$ 1,805.16  |
| 2040                    | \$ 1,291.99  | \$ 256.00    | \$ 198.92               | \$ 62.00                           | \$ 1,808.91  |
| 2041                    | \$ 1,335.54  | \$ 210.78    | \$ 202.90               | \$ 62.00                           | \$ 1,811.22  |
| 2042                    | \$ 1,364.57  | \$ 170.72    | \$ 206.96               | \$ 62.00                           | \$ 1,804.25  |
| 2043                    | \$ 1,408.12  | \$ 129.78    | \$ 211.10               | \$ 62.00                           | \$ 1,811.00  |
| 2044                    | \$ 1,437.15  | \$ 87.54     | \$ 215.32               | \$ 62.00                           | \$ 1,802.01  |
| 2045                    | \$ 1,480.70  | \$ 44.42     | \$ 219.63               | \$ 62.00                           | \$ 1,806.75  |
| Total                   | \$ 26,884.92 | \$ 12,474.10 | \$ 4,373.66             | \$ 1,550.00                        | \$ 45,282.68 |

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Interest is calculated at an average coupon of 3.18%.*

**EXHIBIT M-4 - HOMEBUYER DISCLOSURE FOR PHASE 1, LOT TYPE 5**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL PHASE 1, LOT TYPE 5 ASSESSMENT: \$21,322.52**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the ***“Authorized Improvements”***) undertaken for the benefit of the property within ***“Sonoma Public Improvement District”*** (the ***“District”***) created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE PHASE 1, LOT TYPE 5 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$21,322.52 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument, and  
acknowledged to me that he or she executed the same for the purposes therein expressed, in  
the capacity stated and as the act and deed of the above-referenced entities as an authorized  
signatory of said entities.

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

STATE OF TEXAS

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

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COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument, and  
acknowledged to me that he or she executed the same for the purposes therein expressed, in  
the capacity stated and as the act and deed of the above-referenced entities as an authorized  
signatory of said entities.

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

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

### PROJECTED ANNUAL INSTALLMENTS – PHASE 1, LOT TYPE 5

|                         |              |             | Administrative Expenses |                 |              |
|-------------------------|--------------|-------------|-------------------------|-----------------|--------------|
| Installment Due<br>1/31 |              |             | Administrative          | Maintenance and |              |
|                         | Principal    | Interest    | Costs                   | Operation Costs | Total        |
| 2021                    | \$ 529.61    | \$ 758.59   | \$ 108.30               | \$ 62.00        | \$ 1,458.50  |
| 2022                    | \$ 587.18    | \$ 688.15   | \$ 110.46               | \$ 62.00        | \$ 1,447.78  |
| 2023                    | \$ 610.20    | \$ 664.66   | \$ 112.67               | \$ 62.00        | \$ 1,449.53  |
| 2024                    | \$ 633.23    | \$ 640.25   | \$ 114.92               | \$ 62.00        | \$ 1,450.40  |
| 2025                    | \$ 656.25    | \$ 614.92   | \$ 117.22               | \$ 62.00        | \$ 1,450.40  |
| 2026                    | \$ 679.28    | \$ 588.67   | \$ 119.57               | \$ 62.00        | \$ 1,449.52  |
| 2027                    | \$ 702.31    | \$ 561.50   | \$ 121.96               | \$ 62.00        | \$ 1,447.77  |
| 2028                    | \$ 736.85    | \$ 533.41   | \$ 124.40               | \$ 62.00        | \$ 1,456.65  |
| 2029                    | \$ 759.87    | \$ 503.93   | \$ 126.89               | \$ 62.00        | \$ 1,452.69  |
| 2030                    | \$ 782.90    | \$ 473.54   | \$ 129.42               | \$ 62.00        | \$ 1,447.86  |
| 2031                    | \$ 817.44    | \$ 442.22   | \$ 132.01               | \$ 62.00        | \$ 1,453.68  |
| 2032                    | \$ 828.95    | \$ 421.79   | \$ 134.65               | \$ 62.00        | \$ 1,447.39  |
| 2033                    | \$ 851.98    | \$ 401.06   | \$ 137.35               | \$ 62.00        | \$ 1,452.39  |
| 2034                    | \$ 863.49    | \$ 379.76   | \$ 140.09               | \$ 62.00        | \$ 1,445.35  |
| 2035                    | \$ 886.52    | \$ 358.18   | \$ 142.89               | \$ 62.00        | \$ 1,449.59  |
| 2036                    | \$ 909.55    | \$ 336.01   | \$ 145.75               | \$ 62.00        | \$ 1,453.31  |
| 2037                    | \$ 932.57    | \$ 304.18   | \$ 148.67               | \$ 62.00        | \$ 1,447.42  |
| 2038                    | \$ 967.11    | \$ 271.54   | \$ 151.64               | \$ 62.00        | \$ 1,452.29  |
| 2039                    | \$ 990.14    | \$ 237.69   | \$ 154.67               | \$ 62.00        | \$ 1,444.50  |
| 2040                    | \$ 1,024.68  | \$ 203.04   | \$ 157.77               | \$ 62.00        | \$ 1,447.48  |
| 2041                    | \$ 1,059.22  | \$ 167.17   | \$ 160.92               | \$ 62.00        | \$ 1,449.31  |
| 2042                    | \$ 1,082.24  | \$ 135.40   | \$ 164.14               | \$ 62.00        | \$ 1,443.78  |
| 2043                    | \$ 1,116.78  | \$ 102.93   | \$ 167.42               | \$ 62.00        | \$ 1,449.14  |
| 2044                    | \$ 1,139.81  | \$ 69.42    | \$ 170.77               | \$ 62.00        | \$ 1,442.01  |
| 2045                    | \$ 1,174.35  | \$ 35.23    | \$ 174.19               | \$ 62.00        | \$ 1,445.77  |
| Total                   | \$ 21,322.52 | \$ 9,893.25 | \$ 3,468.76             | \$ 1,550.00     | \$ 36,234.54 |

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Interest is calculated at an average coupon of 3.18%.*

**EXHIBIT M-5 - HOMEBUYER DISCLOSURE FOR PHASE 1, LOT TYPE 6**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL PHASE 1, LOT TYPE 6 ASSESSMENT: \$37,082.65**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the ***“Authorized Improvements”***) undertaken for the benefit of the property within ***“Sonoma Public Improvement District”*** (the ***“District”***) created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE PHASE 1, LOT TYPE 6 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$37,082.65 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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

### PROJECTED ANNUAL INSTALLMENTS – PHASE 1, LOT TYPE 6

|                         |              |              | Administrative Expenses |                 |              |
|-------------------------|--------------|--------------|-------------------------|-----------------|--------------|
| Installment Due<br>1/31 |              |              | Administrative          | Maintenance and |              |
|                         | Principal    | Interest     | Costs                   | Operation Costs | Total        |
| 2021                    | \$ 921.06    | \$ 1,319.29  | \$ 188.34               | \$ 62.00        | \$ 2,490.69  |
| 2022                    | \$ 1,021.17  | \$ 1,196.78  | \$ 192.11               | \$ 62.00        | \$ 2,472.06  |
| 2023                    | \$ 1,061.22  | \$ 1,155.93  | \$ 195.95               | \$ 62.00        | \$ 2,475.10  |
| 2024                    | \$ 1,101.27  | \$ 1,113.48  | \$ 199.87               | \$ 62.00        | \$ 2,476.62  |
| 2025                    | \$ 1,141.31  | \$ 1,069.43  | \$ 203.87               | \$ 62.00        | \$ 2,476.61  |
| 2026                    | \$ 1,181.36  | \$ 1,023.78  | \$ 207.94               | \$ 62.00        | \$ 2,475.08  |
| 2027                    | \$ 1,221.40  | \$ 976.52    | \$ 212.10               | \$ 62.00        | \$ 2,472.03  |
| 2028                    | \$ 1,281.47  | \$ 927.67    | \$ 216.35               | \$ 62.00        | \$ 2,487.49  |
| 2029                    | \$ 1,321.52  | \$ 876.41    | \$ 220.67               | \$ 62.00        | \$ 2,480.60  |
| 2030                    | \$ 1,361.57  | \$ 823.55    | \$ 225.09               | \$ 62.00        | \$ 2,472.20  |
| 2031                    | \$ 1,421.63  | \$ 769.08    | \$ 229.59               | \$ 62.00        | \$ 2,482.31  |
| 2032                    | \$ 1,441.66  | \$ 733.54    | \$ 234.18               | \$ 62.00        | \$ 2,471.38  |
| 2033                    | \$ 1,481.70  | \$ 697.50    | \$ 238.86               | \$ 62.00        | \$ 2,480.07  |
| 2034                    | \$ 1,501.73  | \$ 660.46    | \$ 243.64               | \$ 62.00        | \$ 2,467.83  |
| 2035                    | \$ 1,541.77  | \$ 622.92    | \$ 248.51               | \$ 62.00        | \$ 2,475.20  |
| 2036                    | \$ 1,581.82  | \$ 584.37    | \$ 253.48               | \$ 62.00        | \$ 2,481.67  |
| 2037                    | \$ 1,621.87  | \$ 529.01    | \$ 258.55               | \$ 62.00        | \$ 2,471.43  |
| 2038                    | \$ 1,681.93  | \$ 472.24    | \$ 263.72               | \$ 62.00        | \$ 2,479.90  |
| 2039                    | \$ 1,721.98  | \$ 413.38    | \$ 269.00               | \$ 62.00        | \$ 2,466.35  |
| 2040                    | \$ 1,782.05  | \$ 353.11    | \$ 274.38               | \$ 62.00        | \$ 2,471.53  |
| 2041                    | \$ 1,842.12  | \$ 290.73    | \$ 279.87               | \$ 62.00        | \$ 2,474.72  |
| 2042                    | \$ 1,882.16  | \$ 235.47    | \$ 285.46               | \$ 62.00        | \$ 2,465.10  |
| 2043                    | \$ 1,942.23  | \$ 179.01    | \$ 291.17               | \$ 62.00        | \$ 2,474.41  |
| 2044                    | \$ 1,982.28  | \$ 120.74    | \$ 297.00               | \$ 62.00        | \$ 2,462.01  |
| 2045                    | \$ 2,042.35  | \$ 61.27     | \$ 302.94               | \$ 62.00        | \$ 2,468.55  |
| Total                   | \$ 37,082.65 | \$ 17,205.66 | \$ 6,032.63             | \$ 1,550.00     | \$ 61,870.93 |

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Interest is calculated at an average coupon of 3.18%.*

**EXHIBIT M-6 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #1C, LOT  
TYPE 4**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL IMPROVEMENT AREA #1C, LOT TYPE 4 ASSESSMENT: \$31,465.35**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***Sonoma Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE IMPROVEMENT AREA #1C, LOT TYPE 4 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$31,465.35 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.



IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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

### PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #1C, LOT TYPE 4

|                         |           |           |              | Administrative Expenses |                                       |                             |           |
|-------------------------|-----------|-----------|--------------|-------------------------|---------------------------------------|-----------------------------|-----------|
| Installment Due<br>1/31 | Principal |           | Interest     | Administrative<br>Costs | Maintenance<br>and Operation<br>Costs | Total Annual<br>Installment |           |
| 2021                    | \$        | 282.37    | \$ 2,806.71  | \$ 159.81               | \$ 62.00                              | \$                          | 3,310.89  |
| 2022                    | \$        | 307.55    | \$ 2,781.52  | \$ 163.01               | \$ 62.00                              | \$                          | 3,314.08  |
| 2023                    | \$        | 334.99    | \$ 2,754.09  | \$ 166.27               | \$ 62.00                              | \$                          | 3,317.34  |
| 2024                    | \$        | 562.95    | \$ 1,807.99  | \$ 169.59               | \$ 62.00                              | \$                          | 2,602.54  |
| 2025                    | \$        | 596.28    | \$ 1,774.67  | \$ 172.98               | \$ 62.00                              | \$                          | 2,605.93  |
| 2026                    | \$        | 631.58    | \$ 1,739.37  | \$ 176.44               | \$ 62.00                              | \$                          | 2,609.39  |
| 2027                    | \$        | 668.97    | \$ 1,701.98  | \$ 179.97               | \$ 62.00                              | \$                          | 2,612.92  |
| 2028                    | \$        | 708.57    | \$ 1,662.37  | \$ 183.57               | \$ 62.00                              | \$                          | 2,616.52  |
| 2029                    | \$        | 750.52    | \$ 1,620.43  | \$ 187.24               | \$ 62.00                              | \$                          | 2,620.19  |
| 2030                    | \$        | 794.95    | \$ 1,576.00  | \$ 190.99               | \$ 62.00                              | \$                          | 2,623.94  |
| 2031                    | \$        | 842.01    | \$ 1,528.94  | \$ 194.81               | \$ 62.00                              | \$                          | 2,627.76  |
| 2032                    | \$        | 891.86    | \$ 1,479.09  | \$ 198.71               | \$ 62.00                              | \$                          | 2,631.65  |
| 2033                    | \$        | 944.66    | \$ 1,426.29  | \$ 202.68               | \$ 62.00                              | \$                          | 2,635.63  |
| 2034                    | \$        | 1,000.58  | \$ 1,370.37  | \$ 206.73               | \$ 62.00                              | \$                          | 2,639.68  |
| 2035                    | \$        | 1,059.82  | \$ 1,311.13  | \$ 210.87               | \$ 62.00                              | \$                          | 2,643.82  |
| 2036                    | \$        | 1,122.56  | \$ 1,248.39  | \$ 215.09               | \$ 62.00                              | \$                          | 2,648.03  |
| 2037                    | \$        | 1,189.01  | \$ 1,181.94  | \$ 219.39               | \$ 62.00                              | \$                          | 2,652.33  |
| 2038                    | \$        | 1,259.40  | \$ 1,111.55  | \$ 223.77               | \$ 62.00                              | \$                          | 2,656.72  |
| 2039                    | \$        | 1,333.96  | \$ 1,036.99  | \$ 228.25               | \$ 62.00                              | \$                          | 2,661.20  |
| 2040                    | \$        | 1,412.93  | \$ 958.02    | \$ 232.81               | \$ 62.00                              | \$                          | 2,665.76  |
| 2041                    | \$        | 1,496.57  | \$ 874.37    | \$ 237.47               | \$ 62.00                              | \$                          | 2,670.42  |
| 2042                    | \$        | 1,585.17  | \$ 785.78    | \$ 242.22               | \$ 62.00                              | \$                          | 2,675.17  |
| 2043                    | \$        | 1,679.01  | \$ 691.93    | \$ 247.07               | \$ 62.00                              | \$                          | 2,680.01  |
| 2044                    | \$        | 1,778.41  | \$ 592.54    | \$ 252.01               | \$ 62.00                              | \$                          | 2,684.95  |
| 2045                    | \$        | 1,883.69  | \$ 487.25    | \$ 257.05               | \$ 62.00                              | \$                          | 2,689.99  |
| 2046                    | \$        | 1,995.21  | \$ 375.74    | \$ 262.19               | \$ 62.00                              | \$                          | 2,695.14  |
| 2047                    | \$        | 2,113.32  | \$ 257.62    | \$ 267.43               | \$ 62.00                              | \$                          | 2,700.38  |
| 2048                    | \$        | 2,238.43  | \$ 132.52    | \$ 272.78               | \$ 62.00                              | \$                          | 2,705.73  |
| Total                   | \$        | 31,465.35 | \$ 37,075.57 | \$ 5,921.20             | \$ 1,736.00                           | \$                          | 76,198.13 |

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Interest is calculated at an interest rate of 8.92% for years 1-5, and 5.92% for years 25-30.*

**EXHIBIT M-7 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #2, LOT  
TYPE 2**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL IMPROVEMENT AREA #2, LOT TYPE 2 ASSESSMENT: \$47,067.42**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***Sonoma Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE IMPROVEMENT AREA #2, LOT TYPE 2 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$47,067.42 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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

## PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #2, LOT TYPE 2

| Administrative Expenses        |                     |                     |                        |                         |                                    |                             |
|--------------------------------|---------------------|---------------------|------------------------|-------------------------|------------------------------------|-----------------------------|
| Annual Installment<br>Due 1/31 | Principal           | Interest            | Additional<br>Interest | Administrative<br>Costs | Maintenance and<br>Operation Costs | Total Annual<br>Installment |
| 2021                           | \$ 831.71           | \$ 1,976.55         | \$ 235.34              | \$ 239.05               | \$ 62.00                           | \$ 3,344.65                 |
| 2022                           | \$ 869.52           | \$ 1,947.44         | \$ 231.18              | \$ 243.83               | \$ 62.00                           | \$ 3,353.97                 |
| 2023                           | \$ 907.32           | \$ 1,917.00         | \$ 226.83              | \$ 248.71               | \$ 62.00                           | \$ 3,361.87                 |
| 2024                           | \$ 945.13           | \$ 1,885.25         | \$ 222.29              | \$ 253.69               | \$ 62.00                           | \$ 3,368.36                 |
| 2025                           | \$ 982.93           | \$ 1,852.17         | \$ 217.57              | \$ 258.76               | \$ 62.00                           | \$ 3,373.43                 |
| 2026                           | \$ 1,020.74         | \$ 1,815.31         | \$ 212.65              | \$ 263.93               | \$ 62.00                           | \$ 3,374.64                 |
| 2027                           | \$ 1,058.54         | \$ 1,777.03         | \$ 207.55              | \$ 269.21               | \$ 62.00                           | \$ 3,374.34                 |
| 2028                           | \$ 1,096.35         | \$ 1,737.34         | \$ 202.26              | \$ 274.60               | \$ 62.00                           | \$ 3,372.54                 |
| 2029                           | \$ 1,134.15         | \$ 1,696.22         | \$ 196.78              | \$ 280.09               | \$ 62.00                           | \$ 3,369.24                 |
| 2030                           | \$ 1,209.76         | \$ 1,653.69         | \$ 191.11              | \$ 285.69               | \$ 62.00                           | \$ 3,402.25                 |
| 2031                           | \$ 1,247.57         | \$ 1,602.28         | \$ 185.06              | \$ 291.41               | \$ 62.00                           | \$ 3,388.31                 |
| 2032                           | \$ 1,323.18         | \$ 1,549.26         | \$ 178.82              | \$ 297.23               | \$ 62.00                           | \$ 3,410.49                 |
| 2033                           | \$ 1,360.99         | \$ 1,493.02         | \$ 172.20              | \$ 303.18               | \$ 62.00                           | \$ 3,391.39                 |
| 2034                           | \$ 1,436.60         | \$ 1,435.18         | \$ 165.40              | \$ 309.24               | \$ 62.00                           | \$ 3,408.41                 |
| 2035                           | \$ 1,512.21         | \$ 1,374.12         | \$ 158.21              | \$ 315.43               | \$ 62.00                           | \$ 3,421.97                 |
| 2036                           | \$ 1,587.82         | \$ 1,309.85         | \$ 150.65              | \$ 321.73               | \$ 62.00                           | \$ 3,432.06                 |
| 2037                           | \$ 1,625.62         | \$ 1,242.37         | \$ 142.71              | \$ 328.17               | \$ 62.00                           | \$ 3,400.88                 |
| 2038                           | \$ 1,701.23         | \$ 1,173.28         | \$ 134.59              | \$ 334.73               | \$ 62.00                           | \$ 3,405.83                 |
| 2039                           | \$ 1,776.84         | \$ 1,100.98         | \$ 126.08              | \$ 341.43               | \$ 62.00                           | \$ 3,407.33                 |
| 2040                           | \$ 1,890.26         | \$ 1,025.46         | \$ 117.20              | \$ 348.26               | \$ 62.00                           | \$ 3,443.17                 |
| 2041                           | \$ 1,965.87         | \$ 942.77           | \$ 107.74              | \$ 355.22               | \$ 62.00                           | \$ 3,433.60                 |
| 2042                           | \$ 2,079.28         | \$ 856.76           | \$ 97.92               | \$ 362.33               | \$ 62.00                           | \$ 3,458.28                 |
| 2043                           | \$ 2,154.89         | \$ 765.79           | \$ 87.52               | \$ 369.57               | \$ 62.00                           | \$ 3,439.78                 |
| 2044                           | \$ 2,268.31         | \$ 671.51           | \$ 76.74               | \$ 376.96               | \$ 62.00                           | \$ 3,455.53                 |
| 2045                           | \$ 2,381.72         | \$ 572.28           | \$ 65.40               | \$ 384.50               | \$ 62.00                           | \$ 3,465.91                 |
| 2046                           | \$ 2,495.14         | \$ 468.08           | \$ 53.49               | \$ 392.19               | \$ 62.00                           | \$ 3,470.90                 |
| 2047                           | \$ 2,608.56         | \$ 358.91           | \$ 41.02               | \$ 400.04               | \$ 62.00                           | \$ 3,470.52                 |
| 2048                           | \$ 2,721.97         | \$ 244.79           | \$ 27.98               | \$ 408.04               | \$ 62.00                           | \$ 3,464.77                 |
| 2049                           | \$ 2,873.19         | \$ 125.70           | \$ 14.37               | \$ 416.20               | \$ 62.00                           | \$ 3,491.46                 |
| <b>Total</b>                   | <b>\$ 47,067.42</b> | <b>\$ 36,570.39</b> | <b>\$ 4,246.65</b>     | <b>\$ 9,273.43</b>      | <b>\$ 1,798.00</b>                 | <b>\$ 98,955.88</b>         |

*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.*

**EXHIBIT M-8 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #2, LOT  
TYPE 3**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL IMPROVEMENT AREA #2, LOT TYPE 3 ASSESSMENT: \$36,292.95**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***Sonoma Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE IMPROVEMENT AREA #2, LOT TYPE 3 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$36,292.95 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

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COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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

## PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #2, LOT TYPE 3

| Administrative Expenses        |                     |                     |                        |                         |                                    |                             |
|--------------------------------|---------------------|---------------------|------------------------|-------------------------|------------------------------------|-----------------------------|
| Annual Installment<br>Due 1/31 | Principal           | Interest            | Additional<br>Interest | Administrative<br>Costs | Maintenance and<br>Operation Costs | Total Annual<br>Installment |
| 2021                           | \$ 641.32           | \$ 1,524.09         | \$ 181.46              | \$ 184.33               | \$ 62.00                           | \$ 2,593.20                 |
| 2022                           | \$ 670.47           | \$ 1,501.64         | \$ 178.26              | \$ 188.02               | \$ 62.00                           | \$ 2,600.39                 |
| 2023                           | \$ 699.62           | \$ 1,478.17         | \$ 174.91              | \$ 191.78               | \$ 62.00                           | \$ 2,606.48                 |
| 2024                           | \$ 728.77           | \$ 1,453.69         | \$ 171.41              | \$ 195.61               | \$ 62.00                           | \$ 2,611.48                 |
| 2025                           | \$ 757.93           | \$ 1,428.18         | \$ 167.76              | \$ 199.53               | \$ 62.00                           | \$ 2,615.39                 |
| 2026                           | \$ 787.08           | \$ 1,399.76         | \$ 163.97              | \$ 203.52               | \$ 62.00                           | \$ 2,616.32                 |
| 2027                           | \$ 816.23           | \$ 1,370.24         | \$ 160.04              | \$ 207.59               | \$ 62.00                           | \$ 2,616.09                 |
| 2028                           | \$ 845.38           | \$ 1,339.63         | \$ 155.96              | \$ 211.74               | \$ 62.00                           | \$ 2,614.71                 |
| 2029                           | \$ 874.53           | \$ 1,307.93         | \$ 151.73              | \$ 215.97               | \$ 62.00                           | \$ 2,612.16                 |
| 2030                           | \$ 932.83           | \$ 1,275.14         | \$ 147.36              | \$ 220.29               | \$ 62.00                           | \$ 2,637.62                 |
| 2031                           | \$ 961.98           | \$ 1,235.49         | \$ 142.69              | \$ 224.70               | \$ 62.00                           | \$ 2,626.86                 |
| 2032                           | \$ 1,020.28         | \$ 1,194.61         | \$ 137.88              | \$ 229.19               | \$ 62.00                           | \$ 2,643.97                 |
| 2033                           | \$ 1,049.43         | \$ 1,151.24         | \$ 132.78              | \$ 233.78               | \$ 62.00                           | \$ 2,629.24                 |
| 2034                           | \$ 1,107.74         | \$ 1,106.64         | \$ 127.54              | \$ 238.45               | \$ 62.00                           | \$ 2,642.37                 |
| 2035                           | \$ 1,166.04         | \$ 1,059.56         | \$ 122.00              | \$ 243.22               | \$ 62.00                           | \$ 2,652.82                 |
| 2036                           | \$ 1,224.34         | \$ 1,010.01         | \$ 116.17              | \$ 248.08               | \$ 62.00                           | \$ 2,660.60                 |
| 2037                           | \$ 1,253.49         | \$ 957.97           | \$ 110.04              | \$ 253.05               | \$ 62.00                           | \$ 2,636.56                 |
| 2038                           | \$ 1,311.79         | \$ 904.70           | \$ 103.78              | \$ 258.11               | \$ 62.00                           | \$ 2,640.38                 |
| 2039                           | \$ 1,370.10         | \$ 848.95           | \$ 97.22               | \$ 263.27               | \$ 62.00                           | \$ 2,641.53                 |
| 2040                           | \$ 1,457.55         | \$ 790.72           | \$ 90.37               | \$ 268.53               | \$ 62.00                           | \$ 2,669.17                 |
| 2041                           | \$ 1,515.85         | \$ 726.95           | \$ 83.08               | \$ 273.91               | \$ 62.00                           | \$ 2,661.79                 |
| 2042                           | \$ 1,603.30         | \$ 660.63           | \$ 75.50               | \$ 279.38               | \$ 62.00                           | \$ 2,680.82                 |
| 2043                           | \$ 1,661.60         | \$ 590.49           | \$ 67.48               | \$ 284.97               | \$ 62.00                           | \$ 2,666.55                 |
| 2044                           | \$ 1,749.06         | \$ 517.79           | \$ 59.18               | \$ 290.67               | \$ 62.00                           | \$ 2,678.70                 |
| 2045                           | \$ 1,836.51         | \$ 441.27           | \$ 50.43               | \$ 296.48               | \$ 62.00                           | \$ 2,686.70                 |
| 2046                           | \$ 1,923.96         | \$ 360.93           | \$ 41.25               | \$ 302.41               | \$ 62.00                           | \$ 2,690.55                 |
| 2047                           | \$ 2,011.42         | \$ 276.75           | \$ 31.63               | \$ 308.46               | \$ 62.00                           | \$ 2,690.26                 |
| 2048                           | \$ 2,098.87         | \$ 188.75           | \$ 21.57               | \$ 314.63               | \$ 62.00                           | \$ 2,685.82                 |
| 2049                           | \$ 2,215.47         | \$ 96.93            | \$ 11.08               | \$ 320.92               | \$ 62.00                           | \$ 2,706.40                 |
| <b>Total</b>                   | <b>\$ 36,292.95</b> | <b>\$ 28,198.85</b> | <b>\$ 3,274.53</b>     | <b>\$ 7,150.59</b>      | <b>\$ 1,798.00</b>                 | <b>\$ 76,714.92</b>         |

*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.*



**EXHIBIT M-9 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #2, LOT  
TYPE 5**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL IMPROVEMENT AREA #2, LOT TYPE 5 ASSESSMENT: \$26,085.56**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**Sonoma Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE IMPROVEMENT AREA #2, LOT TYPE 5 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$26,085.56 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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

## PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #2, LOT TYPE 5

| Administrative Expenses        |                     |                     |                        |                         |                                    |                             |
|--------------------------------|---------------------|---------------------|------------------------|-------------------------|------------------------------------|-----------------------------|
| Annual Installment<br>Due 1/31 | Principal           | Interest            | Additional<br>Interest | Administrative<br>Costs | Maintenance and<br>Operation Costs | Total Annual<br>Installment |
| 2021                           | \$ 460.95           | \$ 1,095.44         | \$ 130.43              | \$ 133.83               | \$ 62.00                           | \$ 1,882.64                 |
| 2022                           | \$ 481.90           | \$ 1,079.30         | \$ 128.12              | \$ 136.50               | \$ 62.00                           | \$ 1,887.83                 |
| 2023                           | \$ 502.85           | \$ 1,062.44         | \$ 125.71              | \$ 139.23               | \$ 62.00                           | \$ 1,892.24                 |
| 2024                           | \$ 523.81           | \$ 1,044.84         | \$ 123.20              | \$ 142.02               | \$ 62.00                           | \$ 1,895.86                 |
| 2025                           | \$ 544.76           | \$ 1,026.50         | \$ 120.58              | \$ 144.86               | \$ 62.00                           | \$ 1,898.70                 |
| 2026                           | \$ 565.71           | \$ 1,006.07         | \$ 117.86              | \$ 147.75               | \$ 62.00                           | \$ 1,899.40                 |
| 2027                           | \$ 586.66           | \$ 984.86           | \$ 115.03              | \$ 150.71               | \$ 62.00                           | \$ 1,899.26                 |
| 2028                           | \$ 607.62           | \$ 962.86           | \$ 112.09              | \$ 153.72               | \$ 62.00                           | \$ 1,898.29                 |
| 2029                           | \$ 628.57           | \$ 940.08           | \$ 109.06              | \$ 156.80               | \$ 62.00                           | \$ 1,896.50                 |
| 2030                           | \$ 670.47           | \$ 916.50           | \$ 105.91              | \$ 159.93               | \$ 62.00                           | \$ 1,914.82                 |
| 2031                           | \$ 691.42           | \$ 888.01           | \$ 102.56              | \$ 163.13               | \$ 62.00                           | \$ 1,907.13                 |
| 2032                           | \$ 733.33           | \$ 858.62           | \$ 99.10               | \$ 166.40               | \$ 62.00                           | \$ 1,919.45                 |
| 2033                           | \$ 754.28           | \$ 827.46           | \$ 95.44               | \$ 169.72               | \$ 62.00                           | \$ 1,908.90                 |
| 2034                           | \$ 796.19           | \$ 795.40           | \$ 91.67               | \$ 173.12               | \$ 62.00                           | \$ 1,918.37                 |
| 2035                           | \$ 838.09           | \$ 761.56           | \$ 87.69               | \$ 176.58               | \$ 62.00                           | \$ 1,925.92                 |
| 2036                           | \$ 879.99           | \$ 725.94           | \$ 83.49               | \$ 180.11               | \$ 62.00                           | \$ 1,931.54                 |
| 2037                           | \$ 900.95           | \$ 688.54           | \$ 79.09               | \$ 183.71               | \$ 62.00                           | \$ 1,914.30                 |
| 2038                           | \$ 942.85           | \$ 650.25           | \$ 74.59               | \$ 187.39               | \$ 62.00                           | \$ 1,917.08                 |
| 2039                           | \$ 984.76           | \$ 610.18           | \$ 69.88               | \$ 191.14               | \$ 62.00                           | \$ 1,917.95                 |
| 2040                           | \$ 1,047.61         | \$ 568.33           | \$ 64.95               | \$ 194.96               | \$ 62.00                           | \$ 1,937.85                 |
| 2041                           | \$ 1,089.52         | \$ 522.50           | \$ 59.71               | \$ 198.86               | \$ 62.00                           | \$ 1,932.59                 |
| 2042                           | \$ 1,152.37         | \$ 474.83           | \$ 54.27               | \$ 202.84               | \$ 62.00                           | \$ 1,946.31                 |
| 2043                           | \$ 1,194.28         | \$ 424.41           | \$ 48.50               | \$ 206.89               | \$ 62.00                           | \$ 1,936.09                 |
| 2044                           | \$ 1,257.14         | \$ 372.16           | \$ 42.53               | \$ 211.03               | \$ 62.00                           | \$ 1,944.86                 |
| 2045                           | \$ 1,319.99         | \$ 317.16           | \$ 36.25               | \$ 215.25               | \$ 62.00                           | \$ 1,950.65                 |
| 2046                           | \$ 1,382.85         | \$ 259.42           | \$ 29.65               | \$ 219.56               | \$ 62.00                           | \$ 1,953.47                 |
| 2047                           | \$ 1,445.71         | \$ 198.92           | \$ 22.73               | \$ 223.95               | \$ 62.00                           | \$ 1,953.30                 |
| 2048                           | \$ 1,508.56         | \$ 135.67           | \$ 15.50               | \$ 228.43               | \$ 62.00                           | \$ 1,950.16                 |
| 2049                           | \$ 1,592.37         | \$ 69.67            | \$ 7.96                | \$ 232.99               | \$ 62.00                           | \$ 1,964.99                 |
| <b>Total</b>                   | <b>\$ 26,085.56</b> | <b>\$ 20,267.93</b> | <b>\$ 2,353.57</b>     | <b>\$ 5,191.40</b>      | <b>\$ 1,798.00</b>                 | <b>\$ 55,696.46</b>         |

*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.*

**EXHIBIT M-10 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #2, LOT  
TYPE 10**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL IMPROVEMENT AREA #2, LOT TYPE 10 ASSESSMENT: \$29,691.31**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**Sonoma Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE IMPROVEMENT AREA #2, LOT TYPE 10 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$29,691.31 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

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§

COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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

## PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #2, LOT TYPE 10

| Administrative Expenses        |                     |                     |                        |                         |                                    |                             |
|--------------------------------|---------------------|---------------------|------------------------|-------------------------|------------------------------------|-----------------------------|
| Annual Installment<br>Due 1/31 | Principal           | Interest            | Additional<br>Interest | Administrative<br>Costs | Maintenance and<br>Operation Costs | Total Annual<br>Installment |
| 2021                           | \$ 524.67           | \$ 1,246.86         | \$ 148.46              | \$ 152.44               | \$ 62.00                           | \$ 2,134.42                 |
| 2022                           | \$ 548.51           | \$ 1,228.49         | \$ 145.83              | \$ 155.49               | \$ 62.00                           | \$ 2,140.33                 |
| 2023                           | \$ 572.36           | \$ 1,209.29         | \$ 143.09              | \$ 158.60               | \$ 62.00                           | \$ 2,145.35                 |
| 2024                           | \$ 596.21           | \$ 1,189.26         | \$ 140.23              | \$ 161.77               | \$ 62.00                           | \$ 2,149.47                 |
| 2025                           | \$ 620.06           | \$ 1,168.39         | \$ 137.25              | \$ 165.01               | \$ 62.00                           | \$ 2,152.71                 |
| 2026                           | \$ 643.91           | \$ 1,145.14         | \$ 134.15              | \$ 168.31               | \$ 62.00                           | \$ 2,153.50                 |
| 2027                           | \$ 667.76           | \$ 1,121.00         | \$ 130.93              | \$ 171.67               | \$ 62.00                           | \$ 2,153.35                 |
| 2028                           | \$ 691.60           | \$ 1,095.96         | \$ 127.59              | \$ 175.11               | \$ 62.00                           | \$ 2,152.25                 |
| 2029                           | \$ 715.45           | \$ 1,070.02         | \$ 124.13              | \$ 178.61               | \$ 62.00                           | \$ 2,150.21                 |
| 2030                           | \$ 763.15           | \$ 1,043.19         | \$ 120.55              | \$ 182.18               | \$ 62.00                           | \$ 2,171.07                 |
| 2031                           | \$ 787.00           | \$ 1,010.76         | \$ 116.74              | \$ 185.82               | \$ 62.00                           | \$ 2,162.32                 |
| 2032                           | \$ 834.70           | \$ 977.31           | \$ 112.80              | \$ 189.54               | \$ 62.00                           | \$ 2,176.35                 |
| 2033                           | \$ 858.54           | \$ 941.83           | \$ 108.63              | \$ 193.33               | \$ 62.00                           | \$ 2,164.34                 |
| 2034                           | \$ 906.24           | \$ 905.35           | \$ 104.34              | \$ 197.20               | \$ 62.00                           | \$ 2,175.12                 |
| 2035                           | \$ 953.94           | \$ 866.83           | \$ 99.81               | \$ 201.14               | \$ 62.00                           | \$ 2,183.72                 |
| 2036                           | \$ 1,001.63         | \$ 826.29           | \$ 95.04               | \$ 205.16               | \$ 62.00                           | \$ 2,190.12                 |
| 2037                           | \$ 1,025.48         | \$ 783.72           | \$ 90.03               | \$ 209.27               | \$ 62.00                           | \$ 2,170.50                 |
| 2038                           | \$ 1,073.18         | \$ 740.14           | \$ 84.90               | \$ 213.45               | \$ 62.00                           | \$ 2,173.67                 |
| 2039                           | \$ 1,120.88         | \$ 694.53           | \$ 79.53               | \$ 217.72               | \$ 62.00                           | \$ 2,174.66                 |
| 2040                           | \$ 1,192.42         | \$ 646.89           | \$ 73.93               | \$ 222.08               | \$ 62.00                           | \$ 2,197.32                 |
| 2041                           | \$ 1,240.12         | \$ 594.72           | \$ 67.97               | \$ 226.52               | \$ 62.00                           | \$ 2,191.33                 |
| 2042                           | \$ 1,311.66         | \$ 540.47           | \$ 61.77               | \$ 231.05               | \$ 62.00                           | \$ 2,206.95                 |
| 2043                           | \$ 1,359.36         | \$ 483.08           | \$ 55.21               | \$ 235.67               | \$ 62.00                           | \$ 2,195.32                 |
| 2044                           | \$ 1,430.91         | \$ 423.61           | \$ 48.41               | \$ 240.38               | \$ 62.00                           | \$ 2,205.31                 |
| 2045                           | \$ 1,502.45         | \$ 361.01           | \$ 41.26               | \$ 245.19               | \$ 62.00                           | \$ 2,211.91                 |
| 2046                           | \$ 1,574.00         | \$ 295.27           | \$ 33.75               | \$ 250.09               | \$ 62.00                           | \$ 2,215.11                 |
| 2047                           | \$ 1,645.54         | \$ 226.41           | \$ 25.88               | \$ 255.10               | \$ 62.00                           | \$ 2,214.93                 |
| 2048                           | \$ 1,717.09         | \$ 154.42           | \$ 17.65               | \$ 260.20               | \$ 62.00                           | \$ 2,211.35                 |
| 2049                           | \$ 1,812.48         | \$ 79.30            | \$ 9.06                | \$ 265.40               | \$ 62.00                           | \$ 2,228.24                 |
| <b>Total</b>                   | <b>\$ 29,691.31</b> | <b>\$ 23,069.52</b> | <b>\$ 2,678.90</b>     | <b>\$ 5,913.50</b>      | <b>\$ 1,798.00</b>                 | <b>\$ 63,151.22</b>         |

*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.*

**EXHIBIT M-11 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #3, LOT  
TYPE 1**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL IMPROVEMENT AREA #3, LOT TYPE 1 ASSESSMENT: \$31,191.85**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**Sonoma Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE IMPROVEMENT AREA #3, LOT TYPE 1 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$31,191.85 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

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COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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



## PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #3, LOT TYPE 1

| Administrative Expenses     |                     |                     |                      |                     |                      |                                 |                      |                          |
|-----------------------------|---------------------|---------------------|----------------------|---------------------|----------------------|---------------------------------|----------------------|--------------------------|
| Annual Installment Due 1/31 | Principal           | Interest            | Capitalized Interest | Additional Interest | Administrative Costs | Maintenance and Operation Costs | Reserve Fund         | Total Annual Installment |
| 2021                        | \$ -                | \$ 857.78           | \$ (857.78)          | \$ -                | \$ 178.38            | \$ -                            | \$ -                 | \$ 178.38                |
| 2022                        | \$ 433.22           | \$ 1,715.55         | \$ (857.78)          | \$ 155.96           | \$ 181.95            | \$ 62.00                        | \$ -                 | \$ 1,690.91              |
| 2023                        | \$ 458.70           | \$ 1,691.72         | \$ -                 | \$ 153.79           | \$ 185.59            | \$ 62.00                        | \$ -                 | \$ 2,551.81              |
| 2024                        | \$ 484.19           | \$ 1,666.50         | \$ -                 | \$ 151.50           | \$ 189.30            | \$ 62.00                        | \$ -                 | \$ 2,553.49              |
| 2025                        | \$ 509.67           | \$ 1,639.87         | \$ -                 | \$ 149.08           | \$ 193.09            | \$ 62.00                        | \$ -                 | \$ 2,553.70              |
| 2026                        | \$ 535.15           | \$ 1,611.83         | \$ -                 | \$ 146.53           | \$ 196.95            | \$ 62.00                        | \$ -                 | \$ 2,552.47              |
| 2027                        | \$ 560.64           | \$ 1,582.40         | \$ -                 | \$ 143.85           | \$ 200.89            | \$ 62.00                        | \$ -                 | \$ 2,549.78              |
| 2028                        | \$ 611.60           | \$ 1,551.57         | \$ -                 | \$ 141.05           | \$ 204.91            | \$ 62.00                        | \$ -                 | \$ 2,571.13              |
| 2029                        | \$ 637.09           | \$ 1,517.93         | \$ -                 | \$ 137.99           | \$ 209.01            | \$ 62.00                        | \$ -                 | \$ 2,564.01              |
| 2030                        | \$ 662.57           | \$ 1,482.89         | \$ -                 | \$ 134.81           | \$ 213.19            | \$ 62.00                        | \$ -                 | \$ 2,555.45              |
| 2031                        | \$ 688.06           | \$ 1,446.45         | \$ -                 | \$ 131.50           | \$ 217.45            | \$ 62.00                        | \$ -                 | \$ 2,545.45              |
| 2032                        | \$ 739.02           | \$ 1,408.60         | \$ -                 | \$ 128.05           | \$ 221.80            | \$ 62.00                        | \$ -                 | \$ 2,559.48              |
| 2033                        | \$ 764.51           | \$ 1,367.96         | \$ -                 | \$ 124.36           | \$ 226.24            | \$ 62.00                        | \$ -                 | \$ 2,545.06              |
| 2034                        | \$ 815.47           | \$ 1,325.91         | \$ -                 | \$ 120.54           | \$ 230.76            | \$ 62.00                        | \$ -                 | \$ 2,554.68              |
| 2035                        | \$ 866.44           | \$ 1,281.06         | \$ -                 | \$ 116.46           | \$ 235.37            | \$ 62.00                        | \$ -                 | \$ 2,561.33              |
| 2036                        | \$ 917.41           | \$ 1,233.40         | \$ -                 | \$ 112.13           | \$ 240.08            | \$ 62.00                        | \$ -                 | \$ 2,565.02              |
| 2037                        | \$ 968.37           | \$ 1,182.95         | \$ -                 | \$ 107.54           | \$ 244.88            | \$ 62.00                        | \$ -                 | \$ 2,565.74              |
| 2038                        | \$ 1,019.34         | \$ 1,129.69         | \$ -                 | \$ 102.70           | \$ 249.78            | \$ 62.00                        | \$ -                 | \$ 2,563.51              |
| 2039                        | \$ 1,070.31         | \$ 1,073.62         | \$ -                 | \$ 97.60            | \$ 254.78            | \$ 62.00                        | \$ -                 | \$ 2,558.31              |
| 2040                        | \$ 1,121.28         | \$ 1,014.75         | \$ -                 | \$ 92.25            | \$ 259.87            | \$ 62.00                        | \$ -                 | \$ 2,550.15              |
| 2041                        | \$ 1,197.73         | \$ 953.08           | \$ -                 | \$ 86.64            | \$ 265.07            | \$ 62.00                        | \$ -                 | \$ 2,564.52              |
| 2042                        | \$ 1,248.69         | \$ 887.21           | \$ -                 | \$ 80.66            | \$ 270.37            | \$ 62.00                        | \$ -                 | \$ 2,548.93              |
| 2043                        | \$ 1,325.14         | \$ 818.53           | \$ -                 | \$ 74.41            | \$ 275.78            | \$ 62.00                        | \$ -                 | \$ 2,555.87              |
| 2044                        | \$ 1,401.59         | \$ 745.65           | \$ -                 | \$ 67.79            | \$ 281.29            | \$ 62.00                        | \$ -                 | \$ 2,558.32              |
| 2045                        | \$ 1,478.05         | \$ 668.56           | \$ -                 | \$ 60.78            | \$ 286.92            | \$ 62.00                        | \$ -                 | \$ 2,556.30              |
| 2046                        | \$ 1,554.50         | \$ 587.27           | \$ -                 | \$ 53.39            | \$ 292.66            | \$ 62.00                        | \$ -                 | \$ 2,549.81              |
| 2047                        | \$ 1,656.43         | \$ 501.77           | \$ -                 | \$ 45.62            | \$ 298.51            | \$ 62.00                        | \$ -                 | \$ 2,564.33              |
| 2048                        | \$ 1,732.88         | \$ 410.67           | \$ -                 | \$ 37.33            | \$ 304.48            | \$ 62.00                        | \$ -                 | \$ 2,547.36              |
| 2049                        | \$ 1,834.81         | \$ 315.36           | \$ -                 | \$ 28.67            | \$ 310.57            | \$ 62.00                        | \$ -                 | \$ 2,551.41              |
| 2050                        | \$ 1,936.75         | \$ 214.44           | \$ -                 | \$ 19.49            | \$ 316.78            | \$ 62.00                        | \$ -                 | \$ 2,549.47              |
| 2051                        | \$ 1,962.23         | \$ 107.92           | \$ -                 | \$ 9.81             | \$ 323.12            | \$ 62.00                        | \$ (2,163.17)        | \$ 301.92                |
| <b>Total</b>                | <b>\$ 31,191.85</b> | <b>\$ 33,992.87</b> | <b>\$ (1,715.55)</b> | <b>\$ 3,012.28</b>  | <b>\$ 7,559.85</b>   | <b>\$ 1,860.00</b>              | <b>\$ (2,163.17)</b> | <b>\$ 73,738.13</b>      |

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earning, or other available offsets could increase or decrease the amounts shown. Interest is shown at 5.5% for illustrative purposes only.

**EXHIBIT M-12 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #3, LOT  
TYPE 2**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL IMPROVEMENT AREA #3, LOT TYPE 2 ASSESSMENT: \$34,432.65**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**Sonoma Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE IMPROVEMENT AREA #3, LOT TYPE 2 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$34,432.65 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF ROCKWALL

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The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

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§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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

## PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #3, LOT TYPE 2

| Administrative Expenses        |                     |                     |                         |                        |                         |                                    |                      |                             |                  |
|--------------------------------|---------------------|---------------------|-------------------------|------------------------|-------------------------|------------------------------------|----------------------|-----------------------------|------------------|
| Annual Installment<br>Due 1/31 | Principal           | Interest            | Capitalized<br>Interest | Additional<br>Interest | Administrative<br>Costs | Maintenance and<br>Operation Costs | Reserve Fund         | Total Annual<br>Installment |                  |
| 2021                           | \$ -                | \$ 946.90           | \$ (946.90)             | \$ -                   | \$ 196.92               | \$ -                               | \$ -                 | \$                          | 196.92           |
| 2022                           | \$ 478.23           | \$ 1,893.80         | \$ (946.90)             | \$ 172.16              | \$ 200.86               | \$ 62.00                           | \$ -                 | \$                          | 1,860.15         |
| 2023                           | \$ 506.36           | \$ 1,867.49         | \$ -                    | \$ 169.77              | \$ 204.87               | \$ 62.00                           | \$ -                 | \$                          | 2,810.50         |
| 2024                           | \$ 534.49           | \$ 1,839.64         | \$ -                    | \$ 167.24              | \$ 208.97               | \$ 62.00                           | \$ -                 | \$                          | 2,812.35         |
| 2025                           | \$ 562.62           | \$ 1,810.25         | \$ -                    | \$ 164.57              | \$ 213.15               | \$ 62.00                           | \$ -                 | \$                          | 2,812.59         |
| 2026                           | \$ 590.76           | \$ 1,779.30         | \$ -                    | \$ 161.75              | \$ 217.41               | \$ 62.00                           | \$ -                 | \$                          | 2,811.23         |
| 2027                           | \$ 618.89           | \$ 1,746.81         | \$ -                    | \$ 158.80              | \$ 221.76               | \$ 62.00                           | \$ -                 | \$                          | 2,808.26         |
| 2028                           | \$ 675.15           | \$ 1,712.77         | \$ -                    | \$ 155.71              | \$ 226.20               | \$ 62.00                           | \$ -                 | \$                          | 2,831.83         |
| 2029                           | \$ 703.28           | \$ 1,675.64         | \$ -                    | \$ 152.33              | \$ 230.72               | \$ 62.00                           | \$ -                 | \$                          | 2,823.97         |
| 2030                           | \$ 731.41           | \$ 1,636.96         | \$ -                    | \$ 148.81              | \$ 235.34               | \$ 62.00                           | \$ -                 | \$                          | 2,814.52         |
| 2031                           | \$ 759.54           | \$ 1,596.73         | \$ -                    | \$ 145.16              | \$ 240.04               | \$ 62.00                           | \$ -                 | \$                          | 2,803.47         |
| 2032                           | \$ 815.81           | \$ 1,554.95         | \$ -                    | \$ 141.36              | \$ 244.84               | \$ 62.00                           | \$ -                 | \$                          | 2,818.96         |
| 2033                           | \$ 843.94           | \$ 1,510.09         | \$ -                    | \$ 137.28              | \$ 249.74               | \$ 62.00                           | \$ -                 | \$                          | 2,803.04         |
| 2034                           | \$ 900.20           | \$ 1,463.67         | \$ -                    | \$ 133.06              | \$ 254.74               | \$ 62.00                           | \$ -                 | \$                          | 2,813.66         |
| 2035                           | \$ 956.46           | \$ 1,414.16         | \$ -                    | \$ 128.56              | \$ 259.83               | \$ 62.00                           | \$ -                 | \$                          | 2,821.01         |
| 2036                           | \$ 1,012.72         | \$ 1,361.55         | \$ -                    | \$ 123.78              | \$ 265.03               | \$ 62.00                           | \$ -                 | \$                          | 2,825.08         |
| 2037                           | \$ 1,068.99         | \$ 1,305.85         | \$ -                    | \$ 118.71              | \$ 270.33               | \$ 62.00                           | \$ -                 | \$                          | 2,825.88         |
| 2038                           | \$ 1,125.25         | \$ 1,247.06         | \$ -                    | \$ 113.37              | \$ 275.73               | \$ 62.00                           | \$ -                 | \$                          | 2,823.41         |
| 2039                           | \$ 1,181.51         | \$ 1,185.17         | \$ -                    | \$ 107.74              | \$ 281.25               | \$ 62.00                           | \$ -                 | \$                          | 2,817.67         |
| 2040                           | \$ 1,237.77         | \$ 1,120.19         | \$ -                    | \$ 101.84              | \$ 286.87               | \$ 62.00                           | \$ -                 | \$                          | 2,808.67         |
| 2041                           | \$ 1,322.17         | \$ 1,052.11         | \$ -                    | \$ 95.65               | \$ 292.61               | \$ 62.00                           | \$ -                 | \$                          | 2,824.53         |
| 2042                           | \$ 1,378.43         | \$ 979.39           | \$ -                    | \$ 89.04               | \$ 298.46               | \$ 62.00                           | \$ -                 | \$                          | 2,807.32         |
| 2043                           | \$ 1,462.82         | \$ 903.58           | \$ -                    | \$ 82.14               | \$ 304.43               | \$ 62.00                           | \$ -                 | \$                          | 2,814.98         |
| 2044                           | \$ 1,547.22         | \$ 823.12           | \$ -                    | \$ 74.83               | \$ 310.52               | \$ 62.00                           | \$ -                 | \$                          | 2,817.69         |
| 2045                           | \$ 1,631.61         | \$ 738.02           | \$ -                    | \$ 67.09               | \$ 316.73               | \$ 62.00                           | \$ -                 | \$                          | 2,815.46         |
| 2046                           | \$ 1,716.01         | \$ 648.28           | \$ -                    | \$ 58.93               | \$ 323.07               | \$ 62.00                           | \$ -                 | \$                          | 2,808.29         |
| 2047                           | \$ 1,828.53         | \$ 553.90           | \$ -                    | \$ 50.35               | \$ 329.53               | \$ 62.00                           | \$ -                 | \$                          | 2,824.32         |
| 2048                           | \$ 1,912.92         | \$ 453.34           | \$ -                    | \$ 41.21               | \$ 336.12               | \$ 62.00                           | \$ -                 | \$                          | 2,805.59         |
| 2049                           | \$ 2,025.45         | \$ 348.12           | \$ -                    | \$ 31.65               | \$ 342.84               | \$ 62.00                           | \$ -                 | \$                          | 2,810.06         |
| 2050                           | \$ 2,137.97         | \$ 236.72           | \$ -                    | \$ 21.52               | \$ 349.70               | \$ 62.00                           | \$ -                 | \$                          | 2,807.92         |
| 2051                           | \$ 2,166.11         | \$ 119.14           | \$ -                    | \$ 10.83               | \$ 356.69               | \$ 62.00                           | \$ (2,387.92)        | \$                          | 326.84           |
| <b>Total</b>                   | <b>\$ 34,432.65</b> | <b>\$ 37,524.69</b> | <b>\$ (1,893.80)</b>    | <b>\$ 3,325.25</b>     | <b>\$ 8,345.31</b>      | <b>\$ 1,860.00</b>                 | <b>\$ (2,387.92)</b> | <b>\$</b>                   | <b>81,206.18</b> |

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earning, or other available offsets could increase or decrease the amounts shown. Interest is shown at 5.5% for illustrative purposes only.*

**EXHIBIT M-13 - HOMEBUYER DISCLOSURE FOR IMPROVEMENT AREA #3, LOT  
TYPE 3**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MCLENDON-CHISHOLM, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**PRINCIPAL IMPROVEMENT AREA #3, LOT TYPE 3 ASSESSMENT: \$42,299.24**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of McLendon-Chisholm, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**Sonoma Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE IMPROVEMENT AREA #3, LOT TYPE 3 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$42,299.24 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of McLendon-Chisholm.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

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

§

§

COUNTY OF ROCKWALL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

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

### PROJECTED ANNUAL INSTALLMENTS – IMPROVEMENT AREA #3, LOT TYPE 3

| Administrative Expenses        |                     |                     |                         |                        |                         |                                    |                      |                             |                  |
|--------------------------------|---------------------|---------------------|-------------------------|------------------------|-------------------------|------------------------------------|----------------------|-----------------------------|------------------|
| Annual Installment<br>Due 1/31 | Principal           | Interest            | Capitalized<br>Interest | Additional<br>Interest | Administrative<br>Costs | Maintenance and<br>Operation Costs | Reserve Fund         | Total Annual<br>Installment |                  |
| 2021                           | \$ -                | \$ 1,163.23         | \$ (1,163.23)           | \$ -                   | \$ 241.91               | \$ -                               | \$ -                 | \$                          | 241.91           |
| 2022                           | \$ 587.49           | \$ 2,326.46         | \$ (1,163.23)           | \$ 211.50              | \$ 246.75               | \$ 62.00                           | \$ -                 | \$                          | 2,270.96         |
| 2023                           | \$ 622.05           | \$ 2,294.15         | \$ -                    | \$ 208.56              | \$ 251.68               | \$ 62.00                           | \$ -                 | \$                          | 3,438.43         |
| 2024                           | \$ 656.61           | \$ 2,259.93         | \$ -                    | \$ 205.45              | \$ 256.71               | \$ 62.00                           | \$ -                 | \$                          | 3,440.70         |
| 2025                           | \$ 691.16           | \$ 2,223.82         | \$ -                    | \$ 202.17              | \$ 261.85               | \$ 62.00                           | \$ -                 | \$                          | 3,441.00         |
| 2026                           | \$ 725.72           | \$ 2,185.81         | \$ -                    | \$ 198.71              | \$ 267.09               | \$ 62.00                           | \$ -                 | \$                          | 3,439.32         |
| 2027                           | \$ 760.28           | \$ 2,145.89         | \$ -                    | \$ 195.08              | \$ 272.43               | \$ 62.00                           | \$ -                 | \$                          | 3,435.68         |
| 2028                           | \$ 829.40           | \$ 2,104.08         | \$ -                    | \$ 191.28              | \$ 277.88               | \$ 62.00                           | \$ -                 | \$                          | 3,464.63         |
| 2029                           | \$ 863.95           | \$ 2,058.46         | \$ -                    | \$ 187.13              | \$ 283.43               | \$ 62.00                           | \$ -                 | \$                          | 3,454.98         |
| 2030                           | \$ 898.51           | \$ 2,010.94         | \$ -                    | \$ 182.81              | \$ 289.10               | \$ 62.00                           | \$ -                 | \$                          | 3,443.37         |
| 2031                           | \$ 933.07           | \$ 1,961.52         | \$ -                    | \$ 178.32              | \$ 294.88               | \$ 62.00                           | \$ -                 | \$                          | 3,429.80         |
| 2032                           | \$ 1,002.19         | \$ 1,910.20         | \$ -                    | \$ 173.65              | \$ 300.78               | \$ 62.00                           | \$ -                 | \$                          | 3,448.83         |
| 2033                           | \$ 1,036.75         | \$ 1,855.08         | \$ -                    | \$ 168.64              | \$ 306.80               | \$ 62.00                           | \$ -                 | \$                          | 3,429.27         |
| 2034                           | \$ 1,105.86         | \$ 1,798.06         | \$ -                    | \$ 163.46              | \$ 312.93               | \$ 62.00                           | \$ -                 | \$                          | 3,442.32         |
| 2035                           | \$ 1,174.98         | \$ 1,737.24         | \$ -                    | \$ 157.93              | \$ 319.19               | \$ 62.00                           | \$ -                 | \$                          | 3,451.34         |
| 2036                           | \$ 1,244.10         | \$ 1,672.62         | \$ -                    | \$ 152.06              | \$ 325.58               | \$ 62.00                           | \$ -                 | \$                          | 3,456.34         |
| 2037                           | \$ 1,313.21         | \$ 1,604.19         | \$ -                    | \$ 145.84              | \$ 332.09               | \$ 62.00                           | \$ -                 | \$                          | 3,457.33         |
| 2038                           | \$ 1,382.33         | \$ 1,531.96         | \$ -                    | \$ 139.27              | \$ 338.73               | \$ 62.00                           | \$ -                 | \$                          | 3,454.29         |
| 2039                           | \$ 1,451.44         | \$ 1,455.94         | \$ -                    | \$ 132.36              | \$ 345.50               | \$ 62.00                           | \$ -                 | \$                          | 3,447.24         |
| 2040                           | \$ 1,520.56         | \$ 1,376.11         | \$ -                    | \$ 125.10              | \$ 352.41               | \$ 62.00                           | \$ -                 | \$                          | 3,436.18         |
| 2041                           | \$ 1,624.24         | \$ 1,292.48         | \$ -                    | \$ 117.50              | \$ 359.46               | \$ 62.00                           | \$ -                 | \$                          | 3,455.67         |
| 2042                           | \$ 1,693.35         | \$ 1,203.14         | \$ -                    | \$ 109.38              | \$ 366.65               | \$ 62.00                           | \$ -                 | \$                          | 3,434.52         |
| 2043                           | \$ 1,797.03         | \$ 1,110.01         | \$ -                    | \$ 100.91              | \$ 373.98               | \$ 62.00                           | \$ -                 | \$                          | 3,443.93         |
| 2044                           | \$ 1,900.70         | \$ 1,011.17         | \$ -                    | \$ 91.92               | \$ 381.46               | \$ 62.00                           | \$ -                 | \$                          | 3,447.26         |
| 2045                           | \$ 2,004.38         | \$ 906.63           | \$ -                    | \$ 82.42               | \$ 389.09               | \$ 62.00                           | \$ -                 | \$                          | 3,444.52         |
| 2046                           | \$ 2,108.05         | \$ 796.39           | \$ -                    | \$ 72.40               | \$ 396.87               | \$ 62.00                           | \$ -                 | \$                          | 3,435.72         |
| 2047                           | \$ 2,246.28         | \$ 680.45           | \$ -                    | \$ 61.86               | \$ 404.81               | \$ 62.00                           | \$ -                 | \$                          | 3,455.41         |
| 2048                           | \$ 2,349.96         | \$ 556.91           | \$ -                    | \$ 50.63               | \$ 412.91               | \$ 62.00                           | \$ -                 | \$                          | 3,432.40         |
| 2049                           | \$ 2,488.19         | \$ 427.66           | \$ -                    | \$ 38.88               | \$ 421.17               | \$ 62.00                           | \$ -                 | \$                          | 3,437.89         |
| 2050                           | \$ 2,626.42         | \$ 290.81           | \$ -                    | \$ 26.44               | \$ 429.59               | \$ 62.00                           | \$ -                 | \$                          | 3,435.26         |
| 2051                           | \$ 2,660.98         | \$ 146.35           | \$ -                    | \$ 13.30               | \$ 438.18               | \$ 62.00                           | \$ (2,933.47)        | \$                          | 387.35           |
| <b>Total</b>                   | <b>\$ 42,299.24</b> | <b>\$ 46,097.70</b> | <b>\$ (2,326.46)</b>    | <b>\$ 4,084.95</b>     | <b>\$ 10,251.90</b>     | <b>\$ 1,860.00</b>                 | <b>\$ (2,933.47)</b> | <b>\$</b>                   | <b>99,333.86</b> |

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earning, or other available offsets could increase or decrease the amounts shown. Interest is shown at 5.5% for illustrative purposes only.*

## EXHIBIT N-1 – DISTRICT LEGAL DESCRIPTION

### TRACT 1

All that certain lot, tract or parcel of land situated in the KING LATHAM SURVEY, ABSTRACT NO. 133, City of McLendon-Chisholm, Rockwall County, Texas, and being a part of the First tract called 515 acres as described in a Warranty deed from C.D. Edwards and Lillian Edwards to W.A. Edwards, dated January 7, 1937 and being recorded in Volume 33, Page 280 of the Deed Records of Rockwall County, Texas, and conveyed in a Special Warranty deed from Estate of Arch Hampton Edwards to Isabell Edwards and Isabell Edwards Trust, dated July 20, 1983 and being recorded in Volume 406, Page 126 of the Real Property Records of Rockwall County, Texas, and being all of a 25.02 acres tract of land as described in a Warranty deed from Anna Jane Shook Webb to Anthony Piazza and Theresa A. Piazza, dated July 26, 1999 and being recorded in Volume 1679, Page 217 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the center of Edwards Road and in the Northeast line of said Edwards tract, said point being S. 44 deg. 59 min. 36 sec. E., 310.00 feet from a 1/2" iron rod found at the North corner of said Edwards tract and the North corner of said Latham Survey;

THENCE S. 44 deg. 59 min. 36 sec. E. along Edwards Road, a distance of 90.01 feet to a point in the Northwest City limits of the City of McLendon-Chisholm;

THENCE S. 45 deg. 29 min. 10 sec. W. along said City limits, a distance of 1008.00 feet;

THENCE N. 45 deg. 29 min. 10 sec. W. along said City limits, a distance of 295.82 feet;

THENCE S 45 deg. 09 min. 23 sec. W. along said City limits, a distance of 1500.00 feet;

THENCE S. 45 deg. 00 min. 49 sec. E. along said City limits, a distance of 4997.65 feet to a point in the Southeast line of said 515 acres tract and being in the center of Wallace Road;

THENCE S. 45 deg. 00 min. 00 sec. W. (Controlling bearing line) along the center of said road, a distance of 1500.00 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner at a turn in said road, said point being the South corner of said Edwards tract and being in the Northeast line of a 15' road dedication by plat of FRONTIER MEADOWS, an Addition to McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 94 of the Plat Records of Rockwall County, Texas;

THENCE N. 45 deg. 10 min. 28 sec. W. along said Addition and 15 foot dedication line, a distance of 2405.38 feet to a 1/2" iron rod found for corner;

THENCE N. 45 deg. 21 min. 31 sec. W. along said Addition and 15 foot dedication line and along the Northeast line of Lot 25, a distance of 653.30 feet to a 1/2" iron rod found for corner at the North corner of Lot 25 and being at the East corner of a 25 acres tract of land as described in a Deed to Anthony Piazza, as recorded in Volume 1679, Page 217 of the Real Property Records of Rockwall County, Texas;



THENCE S. 44 deg. 39 min. 13 sec. W. along the Southeast line of said Piazza tract and the Northwest line of Frontier Meadows Addition, a distance of 2603.50 feet to a 1/2" iron rod found for corner at the South corner of said 25.02 acres tract and being in the Northeast right-of-way line of State Highway 205;

THENCE N. 44 deg. 39 min. 57 sec. W. along said right-of-way line, a distance of 419.42 feet to a 1/2" iron rod found for corner at the West corner of said Piazza 25.02 acres tract and the South corner of Lot 1, BOMAR ADDITION, an Addition to the City of McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 104 of the Plat Records of Rockwall County, Texas;

THENCE N. 44 deg. 40 min. 20 sec. E., along the Southeast line of said BOMAR ADDITION, a distance of 2599.53 feet to a 1/2" iron rod found for corner at the East corner of Lot 4, BOMAR ADDITION;

THENCE N. 45 deg. 13 min. 34 sec. W. a distance of 836.82 feet to a 3/8" iron rod found for corner at the East corner of Lot 4, MEADOWCREEK ADDITION, an Addition to the City of McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 74 of the Plat Records of Rockwall County, Texas;

THENCE N. 45 deg. 08 min. 44 sec. W. along the Northeast line of said Addition, a distance of 1387.78 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the Southeast line of GREENHOLLOW RANCH, an Addition to the City of McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet E, Slide 213 of the Plat Records of Rockwall County, Texas;

THENCE N. 45 deg. 09 min. 23 sec. E. along the Southeast line of said Addition, a distance of 2296.02 feet to a 1" iron pipe found for corner at the East corner of Lot 7 of said Addition;

THENCE N. 45 deg. 29 min. 10 sec. E. a distance of 1381.83 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 44 deg. 59 min. 36 sec. E. a distance of 310.00 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE N. 45 deg. 29 min. 10 sec. E. a distance of 351.30 feet to the POINT OF BEGINNING and containing 253.38 acres of land.

## **TRACT 2**

All that certain lot, tract or parcel of land situated in the KING LATHAM SURVEY, ABSTRACT NO. 133, Rockwall County, Texas, and being a part of the First tract called 515 acres as described in a Warranty deed from C.D. Edwards and Lillian Edwards to W.A. Edwards, dated January 7, 1937 and being recorded in Volume 33, Page 280 of the Deed Records of Rockwall County, Texas, and conveyed in a Special Warranty deed from Estate of Arch Hampton Edwards to Isabell Edwards and Isabell Edwards Trust, dated July 20, 1983 and being recorded in Volume 406, Page 126 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the center of Edwards Road and in the Northeast line of said Edwards tract, said point being S. 44 deg. 59 min. 36 sec. E., 400.01 feet from a 1/2" iron rod found at the North corner of said Edwards tract and the North corner of said Latham Survey;

THENCE S. 44 deg. 59 min. 36 sec. E. along Edwards Road, a distance of 5280.81 feet to a 1/2" iron rod found for corner at the intersection of the center of Edwards Road and the center of Wallace Road, at the East corner of said Edwards tract;

THENCE S. 45 deg. 00 min. 00 sec. W. (Controlling bearing line) along the center of Wallace Road, a distance of 2508.65 feet to a point in the Northeast line of the City Limits of the City of McLendon-Chisholm;

THENCE along the City limits of the City of McLendon-Chisholm as follows:

N. 45 deg. 00 min. 49 sec. W. a distance of 4997.65 feet;

N. 45 deg. 09 min. 23 sec. E. a distance of 1500.00 feet;

N. 44 deg. 30 min. 50 sec. W. a distance of 295.82 feet;

N. 45 deg. 29 min. 10 sec. E. a distance of 1008.00 feet to the POINT OF BEGINNING and containing 294.51 acres of land.

## EXHIBIT N-2 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION

### TRACT 4A

#### FIELD NOTE DESCRIPTION

#### 33.4984 ACRES

**WHEREAS**, Land Solutions SV, LLC. is the owner of a tract of land recorded in Instrument Number 20180000014913, of the Official Property Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm and Rockwall County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with plastic cap stamped "KHA" set in the centerline of Edwards Road for the northwest corner of this tract;

**THENCE** South 45°47'06" East, with said centerline, a distance of 1,300.04 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" for the northeast corner of this tract, from which an iron rod found for the northeast corner of said Land Solutions tract bears South 45°47'06" East, 3,493.69 feet;

**THENCE** South 43°34'59" West, a distance of 824.84 feet to an iron rod found for the southeast corner of this tract;

**THENCE** North 63°12'03" West, a distance of 1,211.94 feet to an iron rod found at the beginning of a non-tangent curve to the right having a central angle of 3°43'37", a radius of 695.00 feet, a chord bearing and distance of North 16°39'21" East, 45.20 feet;

**THENCE** with said curve to the right, an arc distance of 45.21 feet to an iron rod found for corner of this tract;

**THENCE** North 71°28'51" West, a distance of 220.00 feet to an iron rod found in the southwest corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 38°26'05", a radius of 915.00 feet, a chord bearing and distance of North 37°44'12" East, 602.35 feet from which an iron rod found in the west line of that tract of land conveyed to Sonoma Verde Phase 2 according to the document filed of record in Instrument Number 20190000013333 (O.P.R.R.C.T.) bears on a curve to the left having a central angle of 4°20'01", a radius of 915.00 feet, and a chord bearing and distance of North 16°21'09" East, 69.19 feet;

**THENCE** with said curve to the right, an arc distance of 613.79 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" for corner of this tract;

**THENCE** North 56°57'14" East, a distance of 609.35 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" for corner of this tract;

**THENCE** North 44°12'54" East, a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 33.4984 acres or 1,459,191 square feet of land, more or less.

### TRACT 4 B

#### FIELD NOTE DESCRIPTION

#### 30.2695 ACRES

**WHEREAS**, Land Solutions SV, LLC. is the owner of a tract of land recorded in Instrument Number 20180000014913, of the Official Property Records of Rockwall County, Texas, located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm and Rockwall County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northeast corner of this tract from which an iron rod found for the northeast corner of said Land Solutions tract, bears South 45°47'06" East, 1,818.97 feet;

**THENCE** South 44°12'54" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** South 12°25'05" West, a distance of 564.65 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** South 16°56'23" West, a distance of 45.20 feet to a capped iron found for corner of this tract;

**THENCE** North 73°03'37" West, a distance of 120.00 feet to a capped iron found for corner at the beginning of a non-tangent curve to the right having a central angle of 0°05'38", a radius of 1,025.00 feet, a chord bearing and distance of South 16°59'12" West, 1.68 feet;

**THENCE** with said curve to the right, an arc distance of 1.68 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** South 17°02'01" West, a distance of 1.67 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** North 72°57'59" West, a distance of 170.31 feet to a capped iron rod found for corner of this tract;

**THENCE** North 16°58'58" East, a distance of 25.57 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 3°00'51", a radius of 855.00 feet, a chord bearing and distance of North 13°55'31" East, 44.98 feet;

**THENCE** with said curve to the left, an arc distance of 44.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** North 12°25'05" East, a distance of 361.33 feet to a capped iron rod found for corner of this tract;

**THENCE** North 44°42'17" West, a distance of 315.15 feet to a capped iron rod found at the beginning of a tangent curve to the left having a central angle of 4°17'01", a radius of 855.00 feet, a chord bearing and distance of North 46°50'47" West, 63.91 feet;

**THENCE** with said curve to the left, an arc distance of 63.92 feet to a capped iron rod found for corner of this tract;

**THENCE** North 48°59'18" West, a distance of 427.68 feet to a capped iron rod found at the beginning of a tangent curve to the right having a central angle of 4°00'19", a radius of 1,145.00 feet, a chord bearing and distance of North 46°59'08" West, 80.02 feet;

**THENCE** with said curve to the right, an arc distance of 80.04 feet to a capped iron rod found for corner of this tract;

**THENCE** South 22°54'47" West, a distance of 294.88 feet to a capped iron rod at the beginning of a tangent curve to the right having a central angle of 93°53'10", a radius of 245.00 feet, a chord bearing and distance of South 69°51'22" West, 358.03 feet;

**THENCE** with said curve to the right, an arc distance of 401.46 feet to a capped iron rod for corner of this tract;

**THENCE** North 63°12'03" West, a distance of 213.17 feet to a capped iron rod found for corner of this tract;

**THENCE** South 43°33'02" West, a distance of 377.85 feet to a capped iron rod found for corner of this tract;

**THENCE** North 46°26'58" West, a distance of 170.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** South 43°33'02" West, a distance of 6.41 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

**THENCE** North 46°26'58" West, a distance of 143.54 feet to a capped iron rod found for corner of this tract;

**THENCE** South 43°34'59" West, a distance of 560.24 feet to a capped iron rod found for corner of this tract;

**THENCE** North 52°48'03" West, a distance of 50.31 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of this tract from which an iron rod found in the west line of Sonoma Verde Phase 2 as recorded in Instrument 20190000013333 (O.P.R.R.C.T.) bears South 43°34'59" East, 62.82 feet;

**THENCE** North 43°34'59" East, a distance of 1,973.65 feet to a capped iron rod found for corner of this tract;

**THENCE** South 45°47'06" East, a distance of 1,674.97 feet to the **POINT OF BEGINNING** and containing 30.2695 acres or 1,318,538 square feet of land, more or less.

## APPENDIX A – EQUIVALENT UNITS IN PHASE 1 AND PHASE 2<sup>1</sup>

### Estimated Equivalent Units - Phase #1

| Land Use Class                                     | Planned<br>No. of units | Equivalent<br>Unit Factor | Total<br>Equivalent<br>Units |
|----------------------------------------------------|-------------------------|---------------------------|------------------------------|
| Land Use Class 1 (Residential - One acre lot)      | 0                       | 1.00                      | 0.00                         |
| Land Use Class 2 (Residential - One-half acre lot) | 29                      | 0.83                      | 24.07                        |
| Land Use Class 3 (Residential - 90 Ft lot)         | 30                      | 0.64                      | 19.20                        |
| Land Use Class 4 (Residential - 80 Ft lot)         | 122                     | 0.58                      | 70.76                        |
| Land Use Class 5 (Residential - 60 Ft lot)         | 175                     | 0.46                      | 80.50                        |
| Land Use Class 6 (Office lot)                      | 8                       | 0.80                      | 6.40                         |
| Land Use Class 7 (Church lot)                      | 1                       | 0.54                      | 0.54                         |
| <b>Total Equivalent Units</b>                      | <b>365</b>              |                           | <b>201.47</b>                |

### Estimated Equivalent Units - Phase #2

| Land Use Class <sup>(a)</sup>                      | Planned<br>No. of units | Equivalent<br>Unit Factor | Total<br>Equivalent<br>Units |
|----------------------------------------------------|-------------------------|---------------------------|------------------------------|
| <b>Improvement Area #1C</b>                        |                         |                           |                              |
| Land Use Class 4 (Residential - 80 Ft lot)         | 41                      | 0.58                      | 23.78                        |
| <i>Subtotal – Phase #1C</i>                        | <i>41</i>               |                           | <i>23.78</i>                 |
| <b>Improvement Area #2</b>                         |                         |                           |                              |
| Land Use Class 2 (Residential - One-half acre lot) | 12                      | 0.83                      | 9.96                         |
| Land Use Class 3 (Residential - 90 Ft lot)         | 8                       | 0.64                      | 5.12                         |
| Land Use Class 5 (Residential - 60 Ft lot)         | 100                     | 0.46                      | 46.00                        |
| Land Use Class 10 (Residential - 70 Ft lot)        | 93                      | 0.52                      | 48.69                        |
| <i>Subtotal – Phase #2</i>                         | <i>213</i>              |                           | <i>109.77</i>                |
| <b>Total Equivalent Units</b>                      | <b>254</b>              |                           | <b>133.55</b>                |

(a) Equivalent Unit factors for Land Use Class 2, Land Use Class 3, Land Use Class 4, and Land Use Class 5 are rounded to two decimal places in order to be consistent with the Equivalent Unit factors for Phase #1. Land Use Class 10 is shown as rounded to two decimal places. However, the total Equivalent Unit calculation for Land Use Class 10 assumes an unrounded Equivalent Unit factor of 0.53255.

#### Notes:

<sup>1</sup> Snipped from tables D-3 and D-4 of the 2019 SAP Update.

## **APPENDIX B – IMPROVEMENT AREA #3 ENGINEER’S REPORT**

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August 25, 2020

Re: **Engineer's Report**  
**Sonoma Verde -Bond Issuance, Phase 3**  
**McClendon-Chisholm, Rockwall County, Texas**

**Introduction:**

Sonoma Verde is a proposed master planned development located on approximately 550 acres and projected to include 1,095 single-family lots off SH 205 near League Road in the City of McClendon-Chisholm, Texas as depicted on Exhibit "A". This Engineer's Report includes the documents requested for Phase 3 of the Bond Issuance by the City for the approved PID. The Phase 3 Bond Issuance includes improvements for Phases 4A and 4B of the development as shown on Exhibit "B". Bonds are anticipated to be used to finance public infrastructure projects vital for development within the PID.

**Development Costs:**

An Engineer's Opinion of Probable Cost (EOPC) has been prepared for all authorized PID improvements for the Phase 3 Bond Issuance and is included as Exhibit "C".

**Development Improvements:**

Development improvements have been separated into Offsite/Major Improvements and Direct Improvements.

Direct Improvements for Phase 4A and Phase 4B are depicted on Exhibits D-I.

**Development Schedule:**

**Design Stage:**

The Concept Plan for the entire development has been approved by the City of McLendon-Chisholm. The Final Plats for Phase 4A and Phase 4B have been approved by the City. The Flood Studies for Phase 4A and Phase 4B have been reviewed and approved by the City. The design of all improvements for Phase 4A and Phase 4B are complete and construction plans have been approved by the City.

**Construction Stage:**

Construction on Phase 4A and Phase 4B commenced in July 2020 with anticipated final acceptance in May of 2021.

Please contact me at (214) 952-0233 or [craig.malan@kimley-horn.com](mailto:craig.malan@kimley-horn.com) should you have any questions or need any additional information.

Sincerely,

Craig Malan, PE



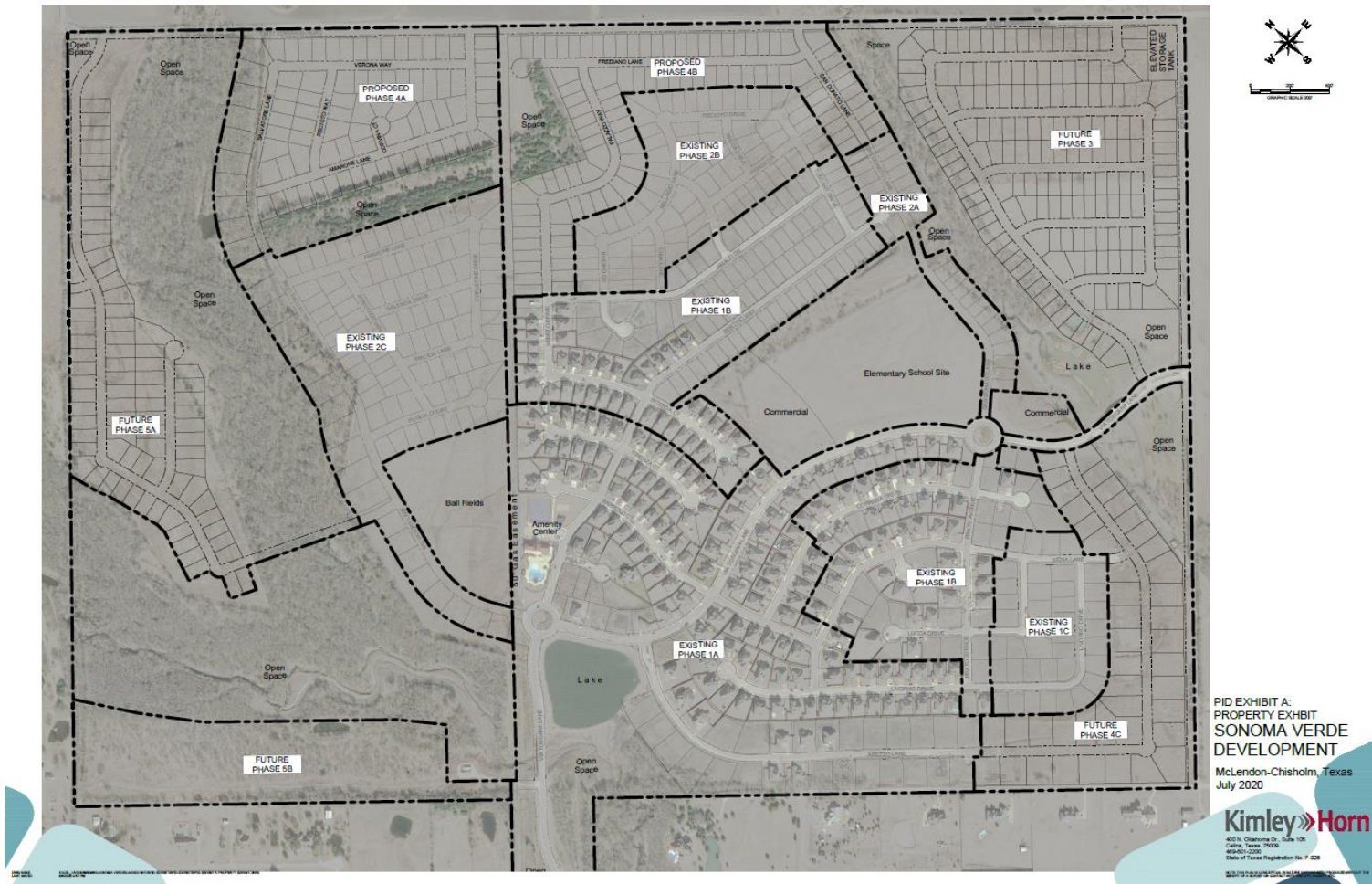
[kimley-horn.com](http://kimley-horn.com)

400 North Oklahoma Drive, Suite 105, Celina, Texas 75009

469-501-2200

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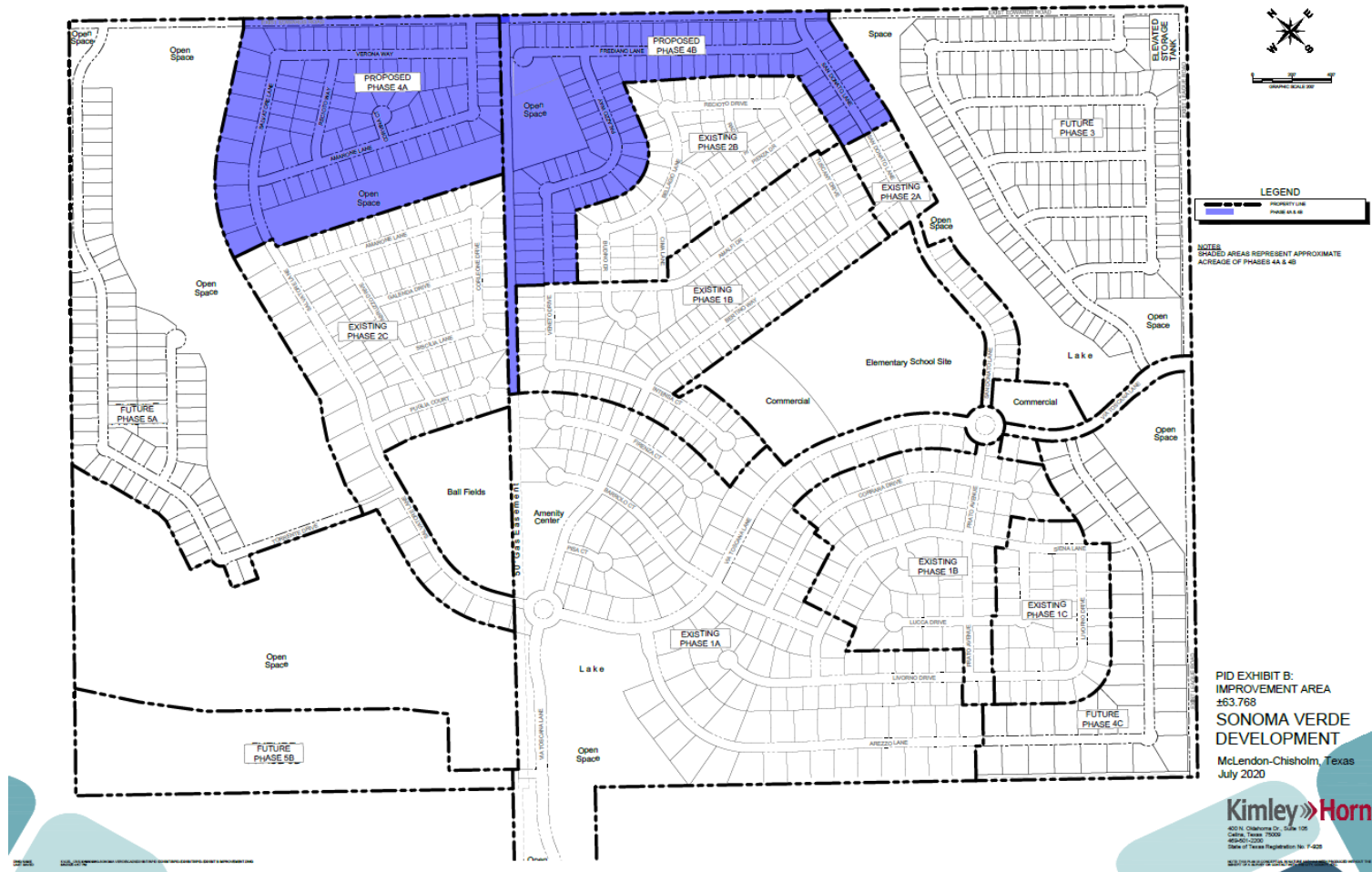


EXHIBIT C  
SONOMA VERDE - PID COSTS SUMMARY  
BOND ISSUANCE PHASE 3  
8/26/2020

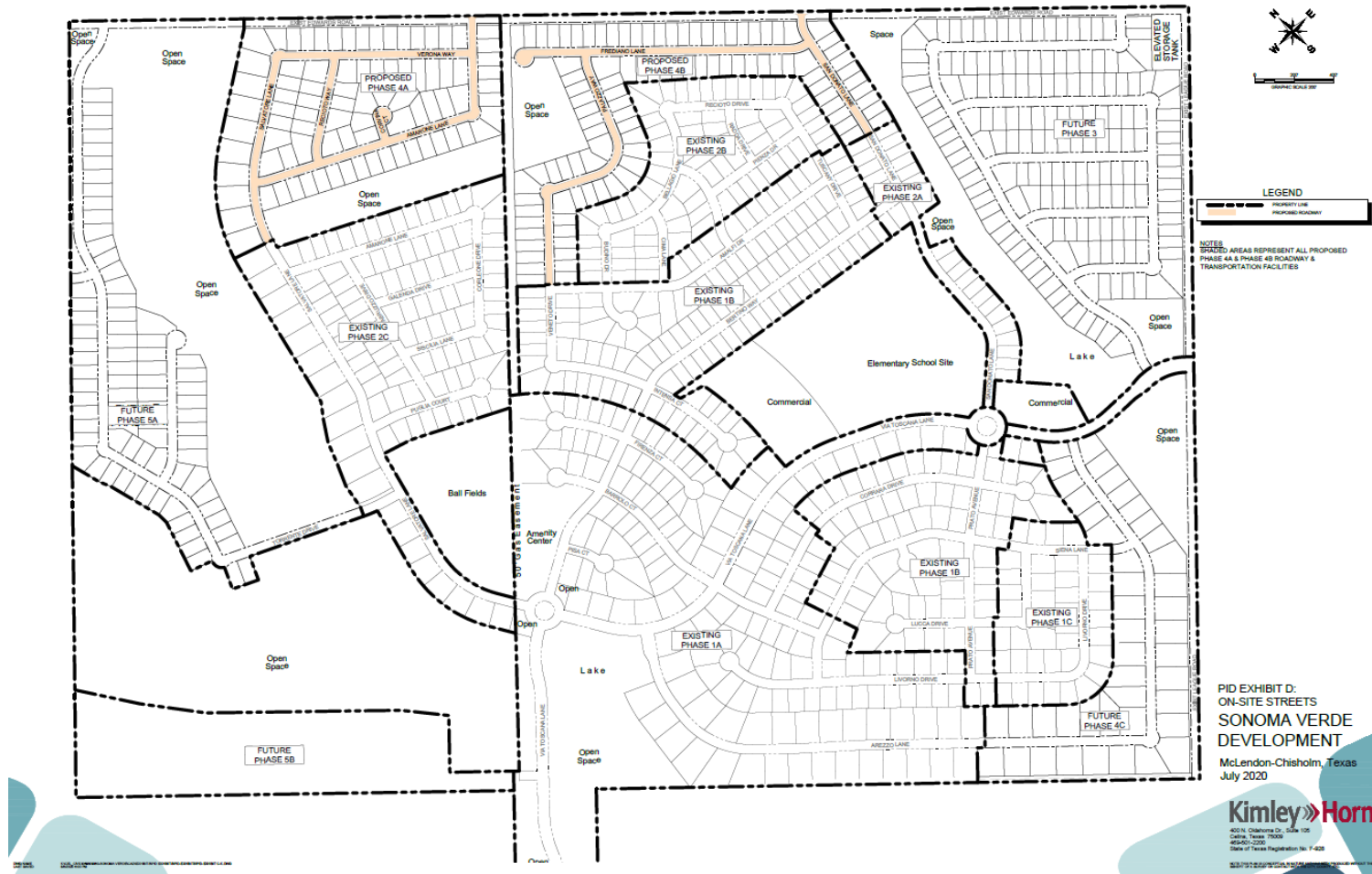
| Authorized Improvements                                                      | Phase 3 Major<br>Improvement Costs (1) | Offsite/Major<br>Improvements | Direct Improvements   |                       | Total PID<br>Improvements | Private Costs (2)   |
|------------------------------------------------------------------------------|----------------------------------------|-------------------------------|-----------------------|-----------------------|---------------------------|---------------------|
|                                                                              |                                        |                               | Phase 4A              | Phase 4B              |                           |                     |
| <b>Road Improvements:</b>                                                    |                                        |                               |                       |                       |                           |                     |
| Right-of-way Clearing & Grubbing                                             |                                        | \$0.00                        | \$60,245.64           | \$23,373.36           | \$83,619.00               | \$746,903.00        |
| Street Excavation                                                            |                                        | \$0.00                        | \$41,335.50           | \$38,191.50           | \$79,527.00               | \$0.00              |
| Ume Stabilization                                                            |                                        | \$0.00                        | \$53,621.75           | \$45,324.50           | \$98,946.25               | \$0.00              |
| Lime Material                                                                |                                        | \$0.00                        | \$49,005.00           | \$41,580.00           | \$90,585.00               | \$0.00              |
| Concrete Paving                                                              |                                        | \$0.00                        | \$509,876.00          | \$430,664.00          | \$940,540.00              | \$0.00              |
| Barrier Free (ADA) Ramps                                                     |                                        | \$0.00                        | \$18,000.00           | \$7,200.00            | \$25,200.00               | \$0.00              |
| Sidewalks                                                                    |                                        | \$0.00                        | \$3,795.00            | \$11,990.00           | \$15,785.00               | \$0.00              |
| Sawcut & Connect to Existing Paving                                          |                                        | \$0.00                        | \$4,220.00            | \$9,630.00            | \$13,850.00               | \$0.00              |
| Street Signs                                                                 |                                        | \$0.00                        | \$6,000.00            | \$3,000.00            | \$9,000.00                | \$0.00              |
| Street Lights                                                                |                                        | \$0.00                        | \$18,000.00           | \$12,000.00           | \$30,000.00               | \$0.00              |
| Erosion Control and Storm Water Pollution Prevention                         |                                        | \$0.00                        | \$32,250.00           | \$37,125.00           | \$69,375.00               | \$23,125.00         |
| Maintenance Bond                                                             |                                        | \$0.00                        | \$750.00              | \$750.00              | \$1,500.00                | \$0.00              |
| <b>Subtotal - Road Improvements</b>                                          | <b>\$55,573.70</b>                     | <b>\$0.00</b>                 | <b>\$797,098.89</b>   | <b>\$660,828.36</b>   | <b>\$1,513,500.95</b>     | <b>\$770,028.00</b> |
| <b>Storm Drainage Improvements:</b>                                          |                                        |                               |                       |                       |                           |                     |
| Reinforced Concrete Storm Sewer Pipe & Box Culverts                          |                                        | \$0.00                        | \$340,584.00          | \$281,732.50          | \$622,316.50              | \$0.00              |
| Inlets and Manholes                                                          |                                        | \$0.00                        | \$60,665.00           | \$69,190.00           | \$148,855.00              | \$0.00              |
| Reinforced Concrete Headwalls                                                |                                        | \$0.00                        | \$34,690.00           | \$21,215.00           | \$55,905.00               | \$0.00              |
| Trench Safety                                                                |                                        | \$0.00                        | \$340.80              | \$832.00              | \$1,172.80                | \$0.00              |
| Rock Rip Rap                                                                 |                                        | \$0.00                        | \$11,859.00           | \$16,615.00           | \$28,474.00               | \$0.00              |
| Demo Existing                                                                |                                        | \$0.00                        | \$0.00                | \$5,070.00            | \$5,070.00                | \$0.00              |
| Maintenance Bond                                                             |                                        | \$0.00                        | \$500.00              | \$500.00              | \$1,000.00                | \$0.00              |
| <b>Subtotal - Storm Drainage Improvements</b>                                | <b>\$14,207.64</b>                     | <b>\$0.00</b>                 | <b>\$468,638.80</b>   | <b>\$394,354.50</b>   | <b>\$877,200.94</b>       | <b>\$0.00</b>       |
| <b>Water Improvements:</b>                                                   |                                        |                               |                       |                       |                           |                     |
| 12" PVC Waterline                                                            |                                        | \$0.00                        | \$41,947.50           | \$65,366.70           | \$107,314.20              | \$0.00              |
| 8" PVC Waterline                                                             |                                        | \$0.00                        | \$64,840.00           | \$34,340.00           | \$99,180.00               | \$0.00              |
| 3" PVC Waterline                                                             |                                        | \$0.00                        | \$6,989.75            | \$5,511.50            | \$12,501.25               | \$0.00              |
| 12" Gate Valve                                                               |                                        | \$0.00                        | \$10,650.00           | \$10,650.00           | \$21,300.00               | \$0.00              |
| 8" Gate Valve                                                                |                                        | \$0.00                        | \$27,025.00           | \$11,750.00           | \$38,775.00               | \$0.00              |
| Fire Hydrant Assembly (Lead, Valve & Fittings)                               |                                        | \$0.00                        | \$37,575.00           | \$37,575.00           | \$75,150.00               | \$0.00              |
| 1" Service                                                                   |                                        | \$0.00                        | \$64,500.00           | \$74,250.00           | \$138,750.00              | \$0.00              |
| Connect to Existing                                                          |                                        | \$0.00                        | \$4,250.00            | \$6,005.00            | \$10,255.00               | \$0.00              |
| Trench Safety                                                                |                                        | \$0.00                        | \$1,200.00            | \$962.50              | \$2,162.50                | \$0.00              |
| Water Testing/Chlorination                                                   |                                        | \$0.00                        | \$5,520.00            | \$4,427.50            | \$9,947.50                | \$0.00              |
| Maintenance Bond                                                             |                                        | \$0.00                        | \$500.00              | \$500.00              | \$1,000.00                | \$0.00              |
| <b>Subtotal - Water Improvements</b>                                         | <b>\$13,503.96</b>                     | <b>\$0.00</b>                 | <b>\$264,997.25</b>   | <b>\$251,338.20</b>   | <b>\$529,839.41</b>       | <b>\$0.00</b>       |
| <b>Sanitary Sewer Improvements:</b>                                          |                                        |                               |                       |                       |                           |                     |
| 8" PVC SDR35 San. Sewer Line                                                 |                                        | \$0.00                        | \$101,501.60          | \$84,092.40           | \$185,594.00              | \$0.00              |
| 8" PVC SDR26 San. Sewer Line                                                 |                                        | \$0.00                        | \$22,701.00           | \$20,125.00           | \$42,826.00               | \$0.00              |
| Connect to Existing                                                          |                                        | \$0.00                        | \$790.00              | \$1,580.00            | \$2,370.00                | \$0.00              |
| 4" Sewer Service                                                             |                                        | \$0.00                        | \$42,140.00           | \$48,510.00           | \$90,650.00               | \$0.00              |
| 4" Diameter Manhole                                                          |                                        | \$0.00                        | \$27,500.00           | \$27,500.00           | \$55,000.00               | \$0.00              |
| Cleanout                                                                     |                                        | \$0.00                        | \$2,148.00            | \$1,074.00            | \$3,222.00                | \$0.00              |
| San. Sewer Line Testing                                                      |                                        | \$0.00                        | \$12,414.00           | \$10,383.00           | \$22,797.00               | \$0.00              |
| Manhole Testing                                                              |                                        | \$0.00                        | \$2,750.00            | \$2,750.00            | \$5,500.00                | \$0.00              |
| Trench Safety                                                                |                                        | \$0.00                        | \$4,138.00            | \$3,461.00            | \$7,599.00                | \$0.00              |
| Maintenance Bond                                                             |                                        | \$0.00                        | \$500.00              | \$500.00              | \$1,000.00                | \$0.00              |
| Lift Station Pump Upgrade                                                    |                                        | \$0.00                        | \$46,486.49           | \$53,513.51           | \$100,000.00              | \$0.00              |
| <b>Subtotal - Sanitary Sewer Improvements</b>                                | <b>\$263,747.33</b>                    | <b>\$0.00</b>                 | <b>\$263,069.09</b>   | <b>\$253,468.91</b>   | <b>\$780,305.93</b>       | <b>\$0.00</b>       |
| <b>Total - Road, Storm Drainage, Water &amp; Sanitary Sewer Improvements</b> | <b>\$347,033.23</b>                    | <b>\$0.00</b>                 | <b>\$1,793,804.02</b> | <b>\$1,560,069.58</b> | <b>\$3,700,847.23</b>     | <b>\$770,028.00</b> |
| <b>Soft Costs:</b>                                                           |                                        |                               |                       |                       |                           |                     |
| Contingency 10%                                                              | \$27,110.75                            | \$0.00                        | \$179,380.40          | \$156,001.00          | \$362,492.15              | \$0.00              |
| ROW Dedication-Internal Roadways                                             | \$0.00                                 | \$0.00                        | \$217,041.60          | \$185,011.57          | \$402,053.17              | \$0.00              |
| Engineering, Flood Study, Surveying, Const. Staking                          | \$5,397.41                             | \$0.00                        | \$217,789.19          | \$250,710.81          | \$473,897.41              | \$0.00              |
| ***City Inspection Fees 2%                                                   | \$0.00                                 | \$0.00                        | \$51,818.06           | \$44,416.77           | \$96,234.83               | \$0.00              |
| Geotechnical and Material Testing                                            | \$0.00                                 | \$0.00                        | \$53,485.49           | \$61,570.51           | \$115,056.00              | \$0.00              |
| General Contractor Fees                                                      | \$6,470.66                             | \$0.00                        | \$125,000.00          | \$148,500.00          | \$283,970.66              | \$0.00              |
| General Conditions                                                           | \$0.00                                 | \$0.00                        | \$64,500.00           | \$74,250.00           | \$138,750.00              | \$0.00              |
| <b>Subtotal - Soft Costs</b>                                                 | <b>\$38,978.81</b>                     | <b>\$0.00</b>                 | <b>\$913,014.74</b>   | <b>\$920,460.66</b>   | <b>\$1,872,454.21</b>     | <b>\$0.00</b>       |
| <b>Grand Total - Improvements + Soft Costs</b>                               | <b>\$386,012.04</b>                    | <b>\$0.00</b>                 | <b>\$2,706,818.76</b> | <b>\$2,480,470.63</b> | <b>\$5,573,301.44</b>     | <b>\$770,028.00</b> |

(1) Major Improvements Phase 1 Per Table IV-B of SAP January 12, 2015 rev June 11, 2019

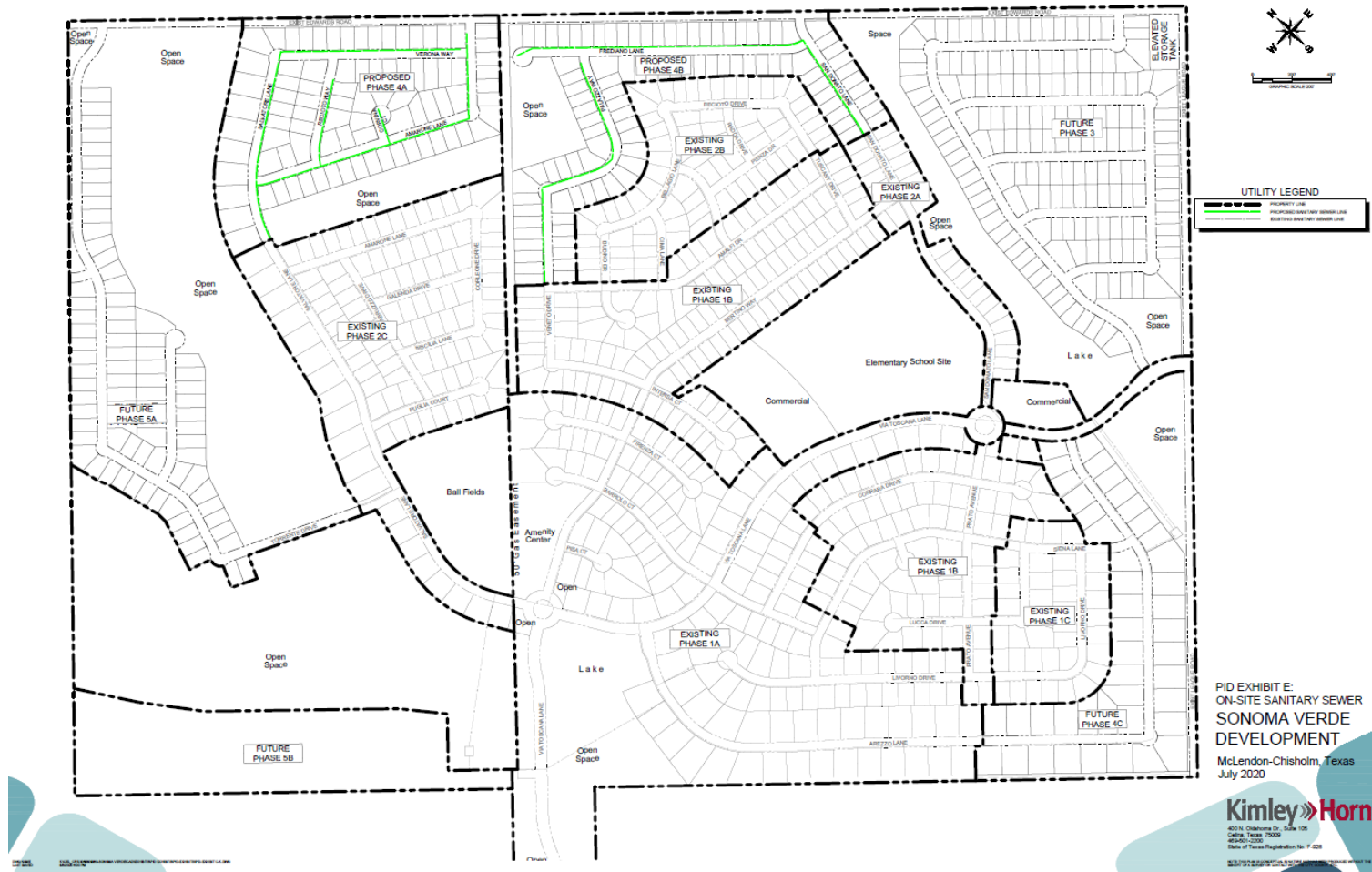
463 lots remaining for development, 185 in this phase, so share = 185/463

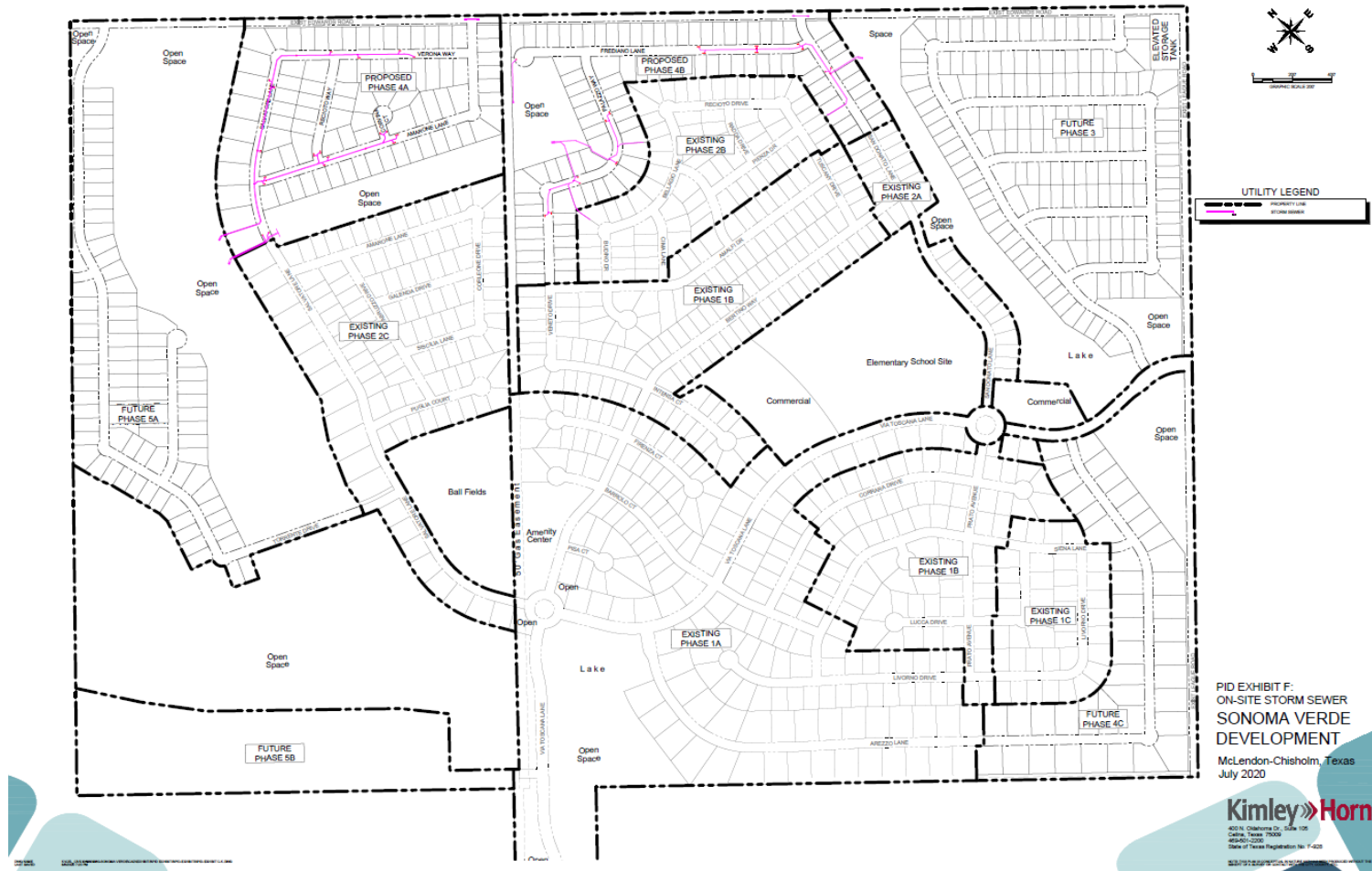
38.40%

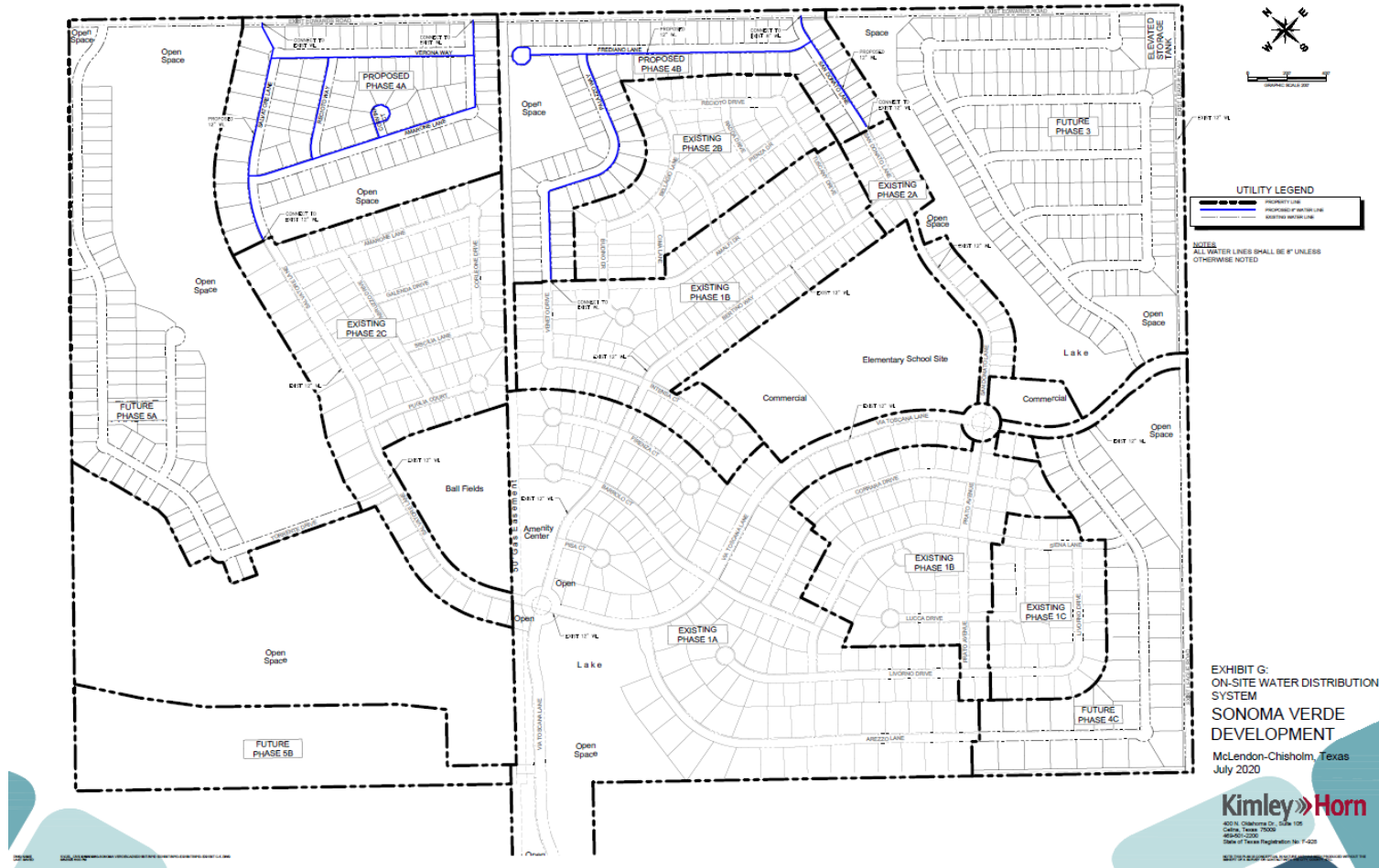
(2) This figure is the private contract amount for all of the remaining excavation and lot grading for Phase 4A & 4B

















**PID Reimbursement Agreement  
Sonoma Public Improvement District**

This PID Reimbursement Agreement (this "Agreement") is entered into by LAND SOLUTIONS SV LLC, a Delaware limited liability company (the "Developer") and the CITY OF MCLENDON-CHISHOLM, TEXAS (the "City"), to be effective October 27, 2020, (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

1.1 WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, the Developer is a Delaware limited liability company;

1.4 WHEREAS, the City is a Texas general law municipality;

1.5 WHEREAS, on September 10, 2007 after due notice and a called public hearing, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the Act, covering approximately 547.89 contiguous acres within the City's corporate limits, which land is described in the PID Creation Resolution;

1.6 WHEREAS, the Assessed Property within the PID is being developed in "Phases" or "Improvement Areas";

1.7 WHEREAS, on January 13, 2015 the City Council adopted Ordinance No. 2015-02 (the, "2015 Assessment Ordinance") approving the *Sonoma Public Improvement District – Sonoma Verde Project, City of McLendon-Chisholm, Service and Assessment Plan*, dated January 13, 2015 (the, "Original SAP") including Assessment Rolls, that levied assessments (the "Phase 1 Assessments") against the Assessed Property within Phase 1 (as defined in the Original SAP) of the PID and levied assessments (the "Major Improvement Area Assessments") against Assessed

Property within the Major Improvement Area Excluding Phase 1 (as defined in the Original SAP) of the PID;

1.8 WHEREAS, on April 14, 2015, the City Council approved Ordinance No. 2015-06 authorizing the issuance and sale of its 2015 Phase 1 Bonds secured by the Phase 1 Assessments and updating the Original SAP, including the Assessment Rolls for Phase 1 and the Major Improvement Area Excluding Phase 1;

1.9 WHEREAS, on June 13, 2017, the City Council adopted Ordinance No. 2017-09 approving the 2017 SAP Update, including Assessment Rolls, and levying assessments (the "Phase 2 Assessments") against the Assessed Property within Phase 2 (as defined in the 2017 SAP Update) of the PID;

1.10 WHEREAS, on June 11, 2019, the City Council approved Ordinance No. 2019-06 approving the 2019 SAP Update, including Assessment Rolls, and authorizing the issuance and sale of its 2019 Improvement Area #2 Bonds secured by the Improvement Area #2 Assessments;

1.11 WHEREAS, the 2019 SAP Update separated the Assessed Property within Phase 2 of the District (as defined in the 2017 SAP Update) into Improvement Area #1C and Improvement Area #2 and released the Assessments against the Major Improvement Area Excluding Phase 1; and, the 2019 SAP Update updated the Assessment Rolls accordingly;

1.12 WHEREAS, on August 13, 2019, the City Council approved Ordinance No. 2019-09 approving the *Sonoma Public Improvement District 2019 Amended Annual Service Plan Update* that amended and restated the 2019 SAP Update to provide an Assessment Roll showing the outstanding Assessments and Annual Installment due for every Parcel of Assessed Property within the District and updated the Phase 1 Assessment Roll, the Improvement Area #1C Assessment Roll and Improvement Area #2 Assessment Roll;

1.13 WHEREAS, on July 28, 2020, the City Council approved Ordinance No. 2020-08 approving the 2020 SAP Update, including Assessment Rolls, and authorizing the issuance and sale of its 2020 Phase 1 Refunding and Improvement Bonds secured by the Phase 1 Assessments;

1.14 WHEREAS, on October 27, 2020, the City Council passed and approved Ordinance No. \_\_\_\_ approving the SAP and levying assessments (the "Improvement Area #3 Assessments") against Assessed Property within Improvement Area #3 of the PID;

1.15 WHEREAS, the SAP identifies Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;

1.16 WHEREAS, the SAP sets forth the Actual Costs of the Authorized Improvements;

1.17 WHEREAS, this Agreement shall apply solely to Improvement Area #3 and all remaining Future Improvement Areas and no additional reimbursement agreement shall be required for Future Improvement Areas;

1.18 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;

1.19 WHEREAS, the Assessment Ordinances have levied the Actual Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on the Assessment Roll(s);

1.20 WHEREAS, Assessments, including the Annual Installments thereof, are due and payable as described in the SAP;

1.21 WHEREAS, Annual Installments shall be billed and collected by the City or its designee;

1.22 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Indenture if PID Bonds secured by such Assessments are issued, or (2) with respect to Assessment Revenue from the collection of (i) Improvement Area #3 Assessments and (ii) Assessments levied against benefitted property in Future Improvement Areas, into the PID Reimbursement Fund if no such PID Bonds are issued or no PID Bonds remain outstanding;

1.23 WHEREAS, PID Bond Proceeds shall be deposited as provided in the applicable Indenture;

1.24 WHEREAS, the PID Project Fund shall only be used in the manner set forth in the applicable Indenture;

1.25 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act;

1.26 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement; and

1.27 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution, each Assessment Ordinance, and each Bond Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP and each Indenture), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

## SECTION 2. DEFINITIONS

2.1 "2015 Assessment Ordinance" means Ordinance No. 2015-02 approved on January 13, 2015 approving the 2015 SAP and levying the Phase 1 Assessments and the Major Improvement Area Assessments as shown on the Assessment Rolls attached to the 2015 SAP.

2.2 "2015 Phase 1 Bonds" means the \$7,600,000 City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2015 (Sonoma Public Improvement District Phase 1 Project) secured by the Phase 1 Assessments.

2.3 "2017 SAP Update" means the *Sonoma Public Improvement District – Sonoma Verde Project, City of McLendon-Chisholm, Service and Assessment Plan (Phase 2)*, as last updated on June 13, 2017, approved as part of Ordinance No. 2017-09 levying the Phase 2 Assessments, in accordance with the Act.

2.4 "2019 Improvement Area #2 Bonds" means the \$6,225,000 City of McLendon-Chisholm, Texas, Special Assessment Revenue Bonds, Series 2019 (Sonoma Public Improvement District Improvement Area #2 Project) secured by the Improvement Area #2 Assessments.

2.5 "2019 SAP Update" means the *Sonoma Public Improvement District – Sonoma Verde Project, City of McLendon-Chisholm, Service and Assessment Plan*, as updated for Phase 2 (Improvement Area #1C and Improvement Area #2) on April 13, 2015, June 13, 2017, and June 11, 2019, approved as part of the Ordinance No. 2019-06 approving the issuance and sale of the 2019 Improvement Area #2 Bonds, in accordance with the Act.

- 2.6 "2020 Phase 1 Refunding and Improvement Bonds" means the \$9,260,000 City of McLendon-Chisholm, Texas, Special Assessment Revenue Refunding and Improvement Bonds, Series 2020 (Sonoma Public Improvement District Phase 1 Project) secured by the Phase 1 Assessments.
- 2.7 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.
- 2.8 "Actual Costs" is defined in the SAP.
- 2.9 "Actual Increased Costs" is defined in Section 5.12.
- 2.10 "Actual Increased City Obligation Costs" is defined in Section 5.12.
- 2.11 "Additional Costs" is defined in Section 5.12.
- 2.12 "Administrator" is defined in the SAP.
- 2.13 "Administrative Expenses" are defined in the SAP.
- 2.14 "Agreement" is defined in the introductory paragraph.
- 2.15 "Annual Installment" is defined in the SAP.
- 2.16 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.
- 2.17 "Assessed Property" is defined in the SAP.
- 2.18 "Assessment" is defined in the SAP.
- 2.19 "Assessment Ordinance" is defined in the SAP.
- 2.20 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Assessments, including Prepayments, Annual Installments and foreclosure proceeds.
- 2.21 "Assessment Roll" is defined in the SAP.
- 2.22 "Authorized Improvements" is defined in the SAP.

2.23 "Bond Improvement Account" means the account under the Project Fund established by an Indenture relating to PID Bonds into which PID Bond Proceeds are deposited to pay for the Actual Costs of the Authorized Improvements as described in the Indenture.

2.24 "Certification for Payment" means: (1) prior to the issuance of PID Bonds or if no PID Bonds are issued for a specific Improvement Area for which Assessments have been levied, a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by a City Representative, delivered to a City Representative (and/or, if applicable, to the trustee named in any applicable Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs of Authorized Improvements, and requesting payment of such amount from the PID Reimbursement Fund, or (2) if PID Bonds have been issued, a certificate substantially in the form attached to the Indenture relating to such series of PID Bonds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City.

2.25 "Change Order" is defined in Section 4.13.

2.26 "City" is defined in the introductory paragraph.

2.27 "City Council" means the governing body of the City.

2.28 "City Obligations" is defined in the Section 5.12.

2.29 "City Representative" means any person authorized by the City Council to undertake the actions referenced herein.

2.30 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.

2.31 "Cost Overrun" means, with respect to each Authorized Improvement, the amount of Actual Costs in excess of the budgeted cost for such Authorized Improvement as shown in the SAP.

2.32 "Cost Underrun" is defined in Section 4.12.

2.33 "Default" is defined in Section 5.9.1.

2.34 "Delinquent Collection Costs" is defined in the SAP.

- 2.35 "Developer" is defined in the introductory paragraph.
- 2.36 "Developer Advances" means advances made by the Developer to pay Actual Costs.
- 2.37 "Developer Continuing Disclosure Agreement" means any *Continuing Disclosure Agreement of Developer* executed contemporaneously with the sale of PID Bonds.
- 2.38 "Development Agreement" is defined in the SAP.
- 2.39 "Effective Date" is defined in the introductory paragraph.
- 2.40 "Estimated Additional Costs" is defined in the Section 5.12.
- 2.41 "Estimated Additional City Obligation Costs" is defined in the Section 5.12.
- 2.42 "Failure" is defined in Section 5.9.1.
- 2.43 "Future Improvement Area" is defined in the SAP.
- 2.44 "Improvement Area" is defined in the SAP.
- 2.45 "Improvement Area #1C" is defined in the SAP.
- 2.46 "Improvement Area #1C Revenues" means the Assessment Revenues collected from Assessed Property within Improvement Area #1C.
- 2.47 "Improvement Area #2" is defined in the SAP.
- 2.48 "Improvement Area #2 Revenues" means the Assessment Revenues collected from Assessed Property within Improvement Area #2.
- 2.49 "Improvement Area #3" is defined in the SAP.
- 2.50 "Improvement Area #3 Assessments" is defined in the SAP.
- 2.51 "Improvement Area #3 Revenue" is defined in the SAP.
- 2.52 "Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.
- 2.53 "Major Improvements" is defined in the SAP.
- 2.54 "Major Improvement Area Assessments" means the Assessments levied against property within the Major Improvement Area Excluding Phase 1 under the Original SAP.
- 2.55 "Major Improvement Area Excluding Phase 1" is defined in the Original SAP.



- 2.56 "Maturity Date" is the date one year after the last Annual Installment is collected.
- 2.57 "Non-Benefited Property" is defined in the SAP.
- 2.58 "Original SAP" means the *Sonoma Public Improvement District – Sonoma Verde Project – City of McLendon-Chisholm Service and Assessment Plan*, dated January 13, 2015, approved as part of the 2015 Assessment Ordinance, in accordance with the Act.
- 2.59 "Parcel" is defined in the SAP.
- 2.60 "Party" and "Parties" are defined in the introductory paragraph.
- 2.61 "Phase" is defined in the SAP.
- 2.62 "Phase 1" is defined in the SAP.
- 2.63 "Phase 1 Assessments" is defined in the SAP.
- 2.64 "Phase 1 Revenues" means the Assessment Revenues collected from Assessed Property within Phase 1.
- 2.65 "PID" is defined as the Sonoma Public Improvement District, created by the PID Creation Resolution.
- 2.66 "PID Bonds" means any bonds issued by the City secured by Assessment Revenues, including: the 2015 Phase 1 Bonds, the 2019 Improvement Area #2 Bonds, the 2020 Phase 1 Refunding and Improvement Bonds, as well as any future bonds the City may issue secured by Assessments levied against Improvement Area #3 or Future Improvement Areas.
- 2.67 "PID Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Indenture.
- 2.68 "PID Creation Resolution" is defined as Resolution No. 2007-21 passed and approved by the City Council on September 10, 2007.
- 2.69 "PID Pledged Revenue Fund" means the fund, including all accounts created within such fund, established by the City under an Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue from the collection of Assessments, including Annual Installments thereof, securing PID Bonds issued and still outstanding under such Indenture.

2.70 "PID Project Fund" means the fund, including all accounts created within such fund, established by the City under an Indenture (and segregated from all other funds of the City) into which the City deposits a portion of the PID Bond Proceeds and any other funds authorized or required by such Indenture.

2.71 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund.

2.72 "Prepayment" is defined in the SAP.

2.73 "QTEO" is defined in the Section 5.12.

2.74 "Reimbursement Agreement Balance" is defined in Section 4.4.

2.75 "SAP" is defined as the *Amended and Restated Sonoma Public Improvement District Service and Assessment Plan*, that replaced the Original SAP as amended and updated in its entirety, dated October 27, 2020, that was approved as part of the Ordinance No. 2020-\_\_ levying the Improvement Area #3 Assessments, as the same may be updated or amended by City Council action in accordance with the Act.

2.76 "Tax Certificate" is defined in Section 5.7.2.

2.77 "Transfer" and "Transferee" are defined in Section 5.11.

### SECTION 3. APPLICABILITY OF AGREEMENT

This Agreement shall apply solely to the reimbursement of Actual Costs of Authorized Improvements benefitting Improvement Area #3 and Future Improvement Areas; and, no additional reimbursement agreement shall be required for Future Improvement Areas. The deposit of Phase 1 Revenues, Improvement Area #1C Revenues and Improvement Area #2 Revenues and the payment of Actual Costs of the Phase 1 Improvements, the Improvement Area #1C Improvements, the Improvement Area #2 Improvements and the portions of the Actual Costs of the Major Improvements allocated to the Phase 1 Assessed Property, the Improvement Area #1C Assessed Property and the Improvement Area #2 Assessed Property shall be governed by the documents related to the 2015 Phase 1 Bonds, the 2019 Improvement Area #2 Bonds, and the 2020 Phase 1 Refunding and Improvement Bonds. In addition, notwithstanding that certain

terms in the SAP are defined to apply to all Phases and Improvement Areas, such broadly defined terms shall be limited to Improvement Area #3 and Future Improvement Areas for purposes of this Agreement.

#### SECTION 4. FUNDING AUTHORIZED IMPROVEMENTS

4.1 Fund Deposits. Until PID Bonds are issued, the City shall bill, collect, and deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including Prepayments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Administrative Expenses and Delinquent Collection Costs). Once PID Bonds are issued, the City shall bill, collect, and deposit all Assessment Revenue in the manner set forth in the applicable Indenture. Upon the issuance of PID Bonds, the City shall also deposit PID Bond Proceeds and any other funds authorized or required by the Indenture and the Developer shall deposit any funds required by the Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Indenture. Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements allocable to each Phase or Improvement Area shall be paid from the Assessment Revenue collected solely from Assessments levied on the property within such Phase or Improvement Area benefitting from such Authorized Improvements. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent and if such delinquencies exist, the City will order and cause to be commenced as soon as practicable, and subject to any necessary action required by the City Council,

any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including without limitation diligently prosecuting an action to foreclose the currently delinquent Annual Installment; provided, however, the City shall not be required under any circumstances to pay any delinquent Assessment or purchase or make payment for the purchase of the corresponding Assessed Property.

4.2 Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay Actual Costs of Authorized Improvements, the Developer may elect to make Developer Advances to pay Actual Costs of Authorized Improvements. If PID Bonds are issued, the PID Bond Proceeds shall be used in the manner provided in the applicable Indenture; and, except as may be required under the Development Agreement and/or an Indenture, the Developer shall have no obligation to make Developer Advances unless the PID Bond Proceeds, together with any other funds in the PID Project Fund or PID Reimbursement Fund, are insufficient to pay the Actual Costs of Authorized Improvements described in the applicable Indenture, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) days prior to the pricing of the PID Bonds, and (ii) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for any Cost Overrun after applying cost savings as described in Section 4.12 below. The Developer acknowledges and agrees that the lack of PID Bond Proceeds in the PID Project Fund and/or the PID Reimbursement Fund shall not diminish the Developer's obligations under the Development Agreement to construct or cause to be constructed the Authorized Improvements. The Developer agrees to pay the Actual Costs of the Authorized Improvements set forth in the SAP that are not funded by PID Bond Proceeds or by funds in the PID Reimbursement Fund, if any, and agrees to maintain sufficient funds for such purpose in the form of: (i) loan funds, (ii) funds available pursuant to a letter of credit, (iii) available cash, or (iv) any combination of (i) – (iii) as required by the City .

4.3 Qualification of Actual Costs. Unless otherwise approved by the City Council, in the event Improvement Area #3 Bonds are not issued, rights-of-way acquisition, as defined in Section III.A.4 of the SAP, shall not be a reimbursable Authorized Improvement. Unless otherwise approved by the

City Council, in the event Improvement Area #3 Bonds are issued, the water improvements, as defined in Section III.A.4 of the SAP, will be replaced by rights-of-way acquisition, which rights-of-way acquisition cost shall not exceed: (i) the Actual Costs of water improvements, and (ii) the fair market value supported by an independent appraisal as required by Section 252.051 of the Texas Local Government Code. In the event Assessments are levied on the Future Improvement Area, the right-of-ways acquisition and water improvement shall be treated in the same manner as described above, and said amounts shall be determined at the time an Assessment Ordinance for the Future Improvement Area is approved.

4.4 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, for amounts shown on each Certification for Payment (which amounts include all Actual Costs paid by or at the direction of the Developer) plus simple interest on the unpaid principal balance at the rate of: (1) **[six and one-fourth percent (6.25%)]** per annum for the first five years, and (2) **[five and one-half percent (5.5%)]** per annum thereafter through the Maturity Date (the unpaid principal balance, together with accrued but unpaid interest, owed the Developer for all Certificates for Payment is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of PID Bonds, the interest rate paid to the Developer shall be the same as the interest rate on such PID Bonds. The interest rate has been approved by the City Council and complies with Section 372.023(e) of the Act and was determined based upon the index rate of [ ] ( % ) reported in the month before the Effective Date of this Agreement in the "*Bond Buyer's Index of 25 Revenue Bonds*," a weekly bond index for tax-exempt bonds published in *The Bond Buyer*. If any portion of the Reimbursement Agreement Balance remains unpaid after the City has elected to sell PID Bonds for the purpose of paying a portion of the Reimbursement Agreement Balance, the interest rate paid to the Developer on such unpaid Reimbursement Agreement Balance shall be at the rates set forth in this Section 4.4. **The obligation of the City to pay the Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from net proceeds from the sale of the PID Bonds deposited in the PID Project Fund. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date.** Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid

principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the PID Reimbursement Fund shall be in accordance with this Agreement and shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the PID Reimbursement Fund und since the last payment. All payments from net proceeds from the sale of PID Bonds deposited in a PID Project Fund shall be made in accordance with the applicable Indenture. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

4.5 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Authorized Improvements described in the applicable Indenture. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Developer's right to receive payments each year in accordance with Section 4.4 hereof shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. Upon the issuance of the PID Bonds, the Developer has a duty to construct those Authorized Improvements described in the applicable Indenture. The Developer shall not be relieved of its duty to construct or cause to be constructed such Authorized Improvements even if there are insufficient funds in the PID Project Fund to pay the Actual Costs. This Agreement shall apply to all of the PID Bonds issued by the City for Improvement Area #3 and any Future Improvement Area, whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

4.6 Disbursements and Transfers at and after PID Bond Closing.

4.6.1 The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will

cause the trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the Developer, which costs may include payment for costs of issuance of PID Bonds and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Developer as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than fifteen (15) days prior to the scheduled pricing date for the PID Bonds for payment in accordance with the provisions of the applicable Indenture.

4.6.2 In order to receive disbursements for Actual Costs of Authorized Improvements from the applicable fund under this Agreement and applicable Indenture, the Developer shall execute a Certification for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certification for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such certificate. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certification for Payment.

4.6.3 The Developer agrees to cooperate with the City in conducting each such review required to be made for the approval of a Certification for Payment; and, the Developer agrees to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review.

4.6.4 The Developer further agrees that sales tax will not be approved for payment under a Certification for Payment.

4.6.5 Within fifteen (15) business days following receipt of any Certification for Payment, the City shall either: (1) approve such certificate and either forward it to the

trustee under the applicable Indenture for payment (if PID Bonds are issued) or process such payment from the applicable account of the PID Reimbursement Fund, or (2) provide the Developer with written notification of disapproval of all or part of such certificate, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 4.4 herein. If all or a portion of any Certification for Payment is not approved the City, the City shall: (1) deliver the undisputed portion of the Certification for Payment to the trustee under the applicable Indenture for payment and such trustee shall make the disbursements as quickly as practicable thereafter; or, (2) process the undisputed portion of such payment from the applicable account of the PID Reimbursement Fund.

4.7 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund or the PID Project Fund. Unless approved by the City Council, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

4.8 Obligation to Pay. Subject to the provisions of Section 4.4 and 4.6, if the Developer is (1) current on payment of all taxes, assessments and fees owed to the City, and (2) in then current compliance with its obligations under (a) this Agreement, (b) all Developer Continuing Disclosure Agreements (if PID Bonds are issued and remain outstanding), and (c) the Development Agreement; then, following the inspection and approval by the City of any portion of Authorized Improvements for which Developer seeks reimbursement of the Actual Costs by submission of a Certification for Payment, Certification for Payment – Developer Improvement Account, Certificate for Reimbursement or Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any approved Certification for Payment or Closing Disbursement Request and to pay



debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided in any Indenture.

4.9 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans and in accordance with this Agreement and any other agreement between the Parties related to property in the PID. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with City ordinances, City regulations, and generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with City ordinances, City regulations, and generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

4.10 Security for Authorized Improvements. Prior to completion and conveyance to the City of any Authorized Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two (2) years from the date of final acceptance of the applicable Authorized Improvements. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company for just cause regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to

prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

4.11 Ownership and Transfer of Authorized Improvements. The Developer shall furnish to the City a preliminary title report for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Authorized Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the reasonable satisfaction of the City.

4.12 Remaining Funds After Completion of an Authorized Improvement. Upon the entering into final construction contracts for an Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the budgeted cost as shown in Exhibit B to the SAP, as the same may be updated by the City, (a "Cost Underrun"), any remaining budgeted cost will be available to pay Cost Overruns on any other Authorized Improvement. Additionally, upon the final completion of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, any Cost Underrun will be available to pay Cost Overruns on any other Authorized Improvement. A City Representative shall promptly confirm to the Administrator (as defined in the SAP) that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements. Any Cost Underrun for any Authorized Improvement is available to pay Cost Overruns on any other Authorized Improvement and may be added to the amount approved for payment in any Certification for Payment, as agreed to by the Developer, the Administrator and the City Representative.

4.13 Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as “Change Orders”) required for the construction of an Authorized Improvement. The Developer or its contractors may approve and implement any Change Orders even if such Change Order would increase the Actual Cost of an Authorized Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such Change Orders except to the extent amounts are available pursuant to Section 4.12 hereof. If any Change Order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under the Development Agreement, then such revisions made by an engineer must be submitted to the City for approval by the City’s engineer prior to execution of the Change Order.

#### SECTION 5. ADDITIONAL PROVISIONS

5.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

5.2 Developer Contribution to City for Maintenance and Repair of Authorized Improvements. Upon receipt of payment of the first Certification for Payment related to PID Bonds for Improvement Area #3, if and when issued by the City, the Developer shall make the first of two deposits with the City in the amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000) to be used by the City for the sole purpose of paying costs and expenses of major repairs and emergency maintenance of Authorized Improvements within the PID. The Developer further agrees to make the second and final deposit with the City in the amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000) upon receipt of payment of the first Certification for Payment for the next series of PID Bonds, if and when issued by the City, to be used by the City for the sole purpose of paying costs and expenses of major repairs and emergency maintenance of Authorized Improvements within the PID. The City and the Developer agree and acknowledge that if no PID Bonds are issued by the City after the Effective Date of this Agreement, the Developer shall have no obligation to make the deposits described in this Section 5.2.

5.3 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as

amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City shall have the right to examine and approve the contractor selected by the Developer prior to executing a construction contract with the contractor, which approval shall not be unreasonably delayed or withheld.

5.4 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

5.5 Audit. The City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements or after the expenditure of all PID Bond Proceeds, whichever is later, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

5.6 Developer's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

5.7 PID Administration and Collection of Assessments. If the City designates an Administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer upon request with a copy of the agreement between the City and the Administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City

shall provide the Developer with a copy of such agreement. During the term of this Agreement, the City shall notify the Developer of any change of Administrator or third-party collection of the Assessments.

5.8 Representations and Warranties.

5.8.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) any information provided by the Developer for inclusion in a disclosure document for an issue of PID Bonds will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (4) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (5) this Agreement is binding upon the Developer in accordance with its terms; and (6) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

5.8.2 If in connection with the issuance of PID Bonds the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the Internal Revenue Code, the Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of any proceeds from the sale of PID Bonds (including, but not limited to, the use of the Authorized Improvements), the Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds or use of the Authorized Improvements financed with PID Bonds that would cause any of the covenants or agreements of the City contained in a

Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

5.8.3 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

5.9 Default/Remedies.

5.9.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

5.9.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided that, except as otherwise provided in this Agreement, no default by the Developer shall entitle the City to terminate this Agreement or to withhold payments to the Developer in accordance with this Agreement, the Development Agreement, and any Indenture, as applicable. Notwithstanding the foregoing, in the event the Developer attempts to transfer its interests in this Agreement in violation of Section 5.11 of this Agreement, the City, in its sole discretion shall have the right to terminate this Agreement.

5.9.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

5.9.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods

that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

5.10 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The City shall not be deemed to waive any defenses or immunities, whether sovereign, governmental, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

5.11 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund or from PID Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. In addition, no Transfer, whether with or without the City's prior consent, shall (i) increase the liability of, or impose additional liabilities upon, or (ii) increase the duties or expenses of, or impose additional duties or expenses upon, the City beyond what is specifically provided for herein. Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all

rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

5.12 Qualified Tax-Exempt Status. In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section 5.12 if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section 5.12 into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than August 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

In the event the City issues PID Bonds prior to the issuance of City Obligations, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing of the PID Bonds (the "Estimated Additional Costs"), and the City shall provide a written invoice to the Developer. Unless otherwise agreed to in writing by the City, the Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City's invoice and (ii) five (5) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual



Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs, the Developer shall not be reimbursed for any Developer Advances until such payment is made in full.

In the event the City issues City Obligations prior to the issuance of PID Bonds, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately twenty (20) days prior to the date of the pricing of the City Obligations (the "Estimated Additional City Obligation Costs"), and the City shall provide a written invoice to the Developer. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least ten (10) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased City Obligation Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference

between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be reimbursed for any Developer Advances until such payment is made in full.

To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the proportion set forth in the next paragraph, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

The City shall charge Additional Costs attributable to any other developer or owner on whose behalf the City has issued debt in the same manner as described in this Section 5.12, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total PID Bond Proceeds from any debt issued on behalf of the Developer in such calendar year by the total PID Bond Proceeds from any debt issued by the City for the benefit of all owners or developers (including the Developer) in such calendar year.

If in any calendar year the City issues City Obligations or PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, then no Additional Costs shall be due from the Developer in connection with such PID Bonds. The Additional Costs incurred with respect to such PID Bonds shall be allocated as described above, and if any Additional Costs had already been paid by the Developer to the City for such calendar year, then such excess of Additional Costs shall be reimbursed to the Developer within five (5) business days of the issuance of such City Obligations or PID Bonds, as applicable.

5.13 Estoppel Certificate. From time to time upon written request of the Developer, the City Administrator will execute a written estoppel certificate (1) identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time,

would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

5.14 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Rockwall County, Texas.

5.15 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested; (3) upon delivery by personal delivery or by courier service, or (4) upon dispatch by electronic mail if such dispatch occurs between the hours of 9:00 a.m. and 5:00 p.m., Central Standard Time.

To the City:                      Attn: City Administrator  
City of McLendon-Chisholm  
1371 West FM 550  
McLendon-Chisholm, Texas 75032  
E-mail: lisa@mclendon-chisholm.com  
TEL: (972) 524-2077

With a copy to:                Attn Michael Halla,  
City of McLendon-Chisholm Attorney  
12655 North Central Expressway, Ste. 1000  
Dallas, Texas 75243  
E-mail: mhalla@hallalawfirm.com  
TEL: (469) 518-0872

And to:                        Attn: Chris Settle  
McCall, Parkhurst, & Horton, LLP  
City of McLendon-Chisholm Bond Counsel  
717 North Harwood, Suite 900  
Dallas, Texas 75201  
E-mail: csettle@mphlegal.com  
TEL: (214) 754-9237

To the Developer:            Attn: Phillip Duncan  
Land Solutions SV, LLC

15441 Knoll Trail, Suite 150  
Dallas, Texas 75248  
E-mail: pduncan@taylorduncan.com  
TEL: (972) 325-1405

With a copy to: Attn: Misty Ventura  
Shupe Ventura, PLLC  
9406 Biscayne Blvd.  
Dallas, Texas 75218  
E-mail: misty.ventura@svlandlaw.com  
TEL: (214) 328-1101

Any Party may change its address by delivering notice of the change in accordance with this section.

5.16 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound: (1) first, the provisions and intent of any applicable Indenture shall control, (2) second, the provisions and intent of this Agreement shall control subject only to the terms of any applicable Indenture, (3) third, the provisions and intent of the Development Agreement shall control subject only to (1) and (2). This Agreement may only be amended by written agreement of the Parties.

5.17 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

5.18 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

5.19 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

5.20 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

5.21 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company

identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

5.22 No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

5.23 Employment of Undocumented Workers. During the term of this Agreement, and to the extent required under State law, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the taxes abated herein within 120 days after the date the Developer is notified by the City of such

violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

*[Remainder of page left blank intentionally. Signature pages follow.]*

**CITY OF MCLENDON-CHISHOLM, TEXAS**

By: \_\_\_\_\_  
Keith Short, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Shelly Green, Interim City Secretary

**LAND SOLUTIONS SV LLC,**  
A Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEVELOPER SIGNATURE PAGE TO REIMBURSEMENT AGREEMENT

1509.010\91575.6



## **EXHIBIT A**

### **FORM OF CERTIFICATION FOR PAYMENT**

The undersigned is an agent for LAND SOLUTIONS SV LLC, a Delaware limited liability company (the "Developer") and requests the City of McLendon-Chisholm, Texas (the "City") approve payment from the applicable account of the PID Reimbursement Fund in the amount of \_\_\_\_\_ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Sonoma Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement – Sonoma Public Improvement District, dated October 27, 2020, between the Developer and the City (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the SAP.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the SAP, and the Development Agreement.
5. The Developer has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity the Developer controls owes, located in the Sonoma Public Improvement District and has no outstanding delinquencies for such assessments.
6. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).
7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment) has been completed and the City has accepted such Authorized Improvements (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or segment).

9. The Developer confirms that based on all prior amounts paid to Developer from the PID Reimbursement Fund as of the date of this Certification for Payment and based on the percentage of completion of the Authorized Improvements as of the date of this Certification for Payment as verified by the City payment of the amounts requested in this Certification for Payment, taking into account all prior payments for the Authorized Improvements and the amount of work related to the Authorized Improvements remaining to be completed as of the date of this Certification for Payment will not cause the amounts on deposit in the PID Reimbursement Fund to fall below the amount necessary to complete the remaining Authorized Improvements taking into account the amounts available to the Developer under its private loan, a line of credit and/or any other form acceptable to the City.

**Payments requested are as follows:**

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment / Wire Instructions

Attached hereto are invoices, cancelled checks, receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

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

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

**LAND SOLUTIONS SV LLC,**  
A Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment and approves direct payment to be made from the applicable account of the PID Reimbursement Fund to the Developer or to any person designated by the Developer.

**CITY OF MCLENDON-CHISHOLM, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B**  
**FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for LAND SOLUTIONS SV LLC, a Delaware limited liability company (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the applicable account of the Project Fund from \_\_\_\_\_ (the "Trustee") in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Sonoma Public Improvement District (the "District") and costs associated with the issuance of PID Bonds, as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement between the Developer and the City (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the PID and/or costs of issuance of the PID Bonds at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the PID and costs associated with the issuance of PID Bonds at the time of the delivery of the PID Bonds, and such costs are in compliance with the SAP.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the SAP, and the Indenture.
5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions attached]

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

**LAND SOLUTIONS SV LLC,**  
A Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Order submitted to the Trustee directing payments to be made from the applicable account under the Indenture upon delivery of the PID Bonds.

**CITY OF MCLENDON-CHISHOLM, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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October 6, 2020

Lisa Palomba  
City Administrator  
City of McLendon-Chisholm  
1371 West FM 550  
McLendon-Chisholm, Texas 75032

**Re: SH 205 Sanitary Sewer Improvements**

Dear Ms. Palomba,

Below is the timeline from when the project was advertised to the day of the bid opening.

- The invitation to bid was posted in the Royse City Herald Banner – 9/10/2020 & 9/17/2020
- The invitation to bid was posted in the Rockwall Herald Banner – 9/11/2020 & 9/18/2020
- The Project was posted online at [www.civcastusa.com](http://www.civcastusa.com) on 9/10/2020 for contractors to download plans, bidding documents and specifications.
- A Pre-Bid Conference was held at the city council chambers on 9/21/2020 with 2 companies in attendance for a brief question and answer session.
- The bids were opened on October 1, 2020 at 3pm in the city council chambers.
- Base and Alternate bids were received from 6 companies as shown below with Double R Utilities being the low bidder.

| Contractor                   | Base Bid Amount | Alternate Bid Amount |
|------------------------------|-----------------|----------------------|
| Atkins Brothers Construction | \$1,049,567.00  | \$718,059.00         |
| Canary Construction Inc      | \$848,530.00    | \$790,740.00         |
| Double R Utilities, Inc.     | \$328,647.00    | \$316,475.20         |
| Larrett, Inc.                | \$432,909.00    | \$396,210.00         |
| Reytech Services, LLC.       | \$377,603.81    | \$357,520.54         |
| Rich & Burns Utilities, LLC. | \$497,777.34    | \$454,725.04         |

Based upon my review of Double R Utilities' bid proposal and references, I recommend award of the construction contract to the low bidder, Double R Utilities. Please don't hesitate to call me if you have any questions.

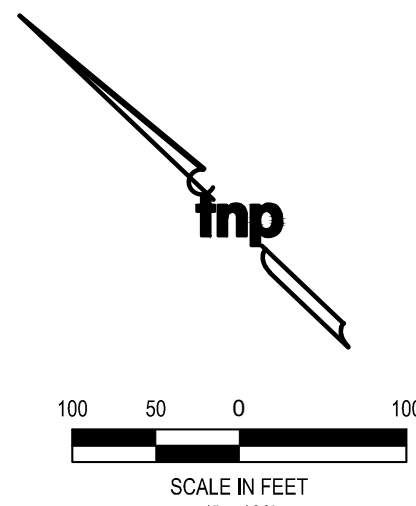
Sincerely,  
**tnp**  
**teague nall & perkins**

Cameron Slown, P.E.  
Project Manager

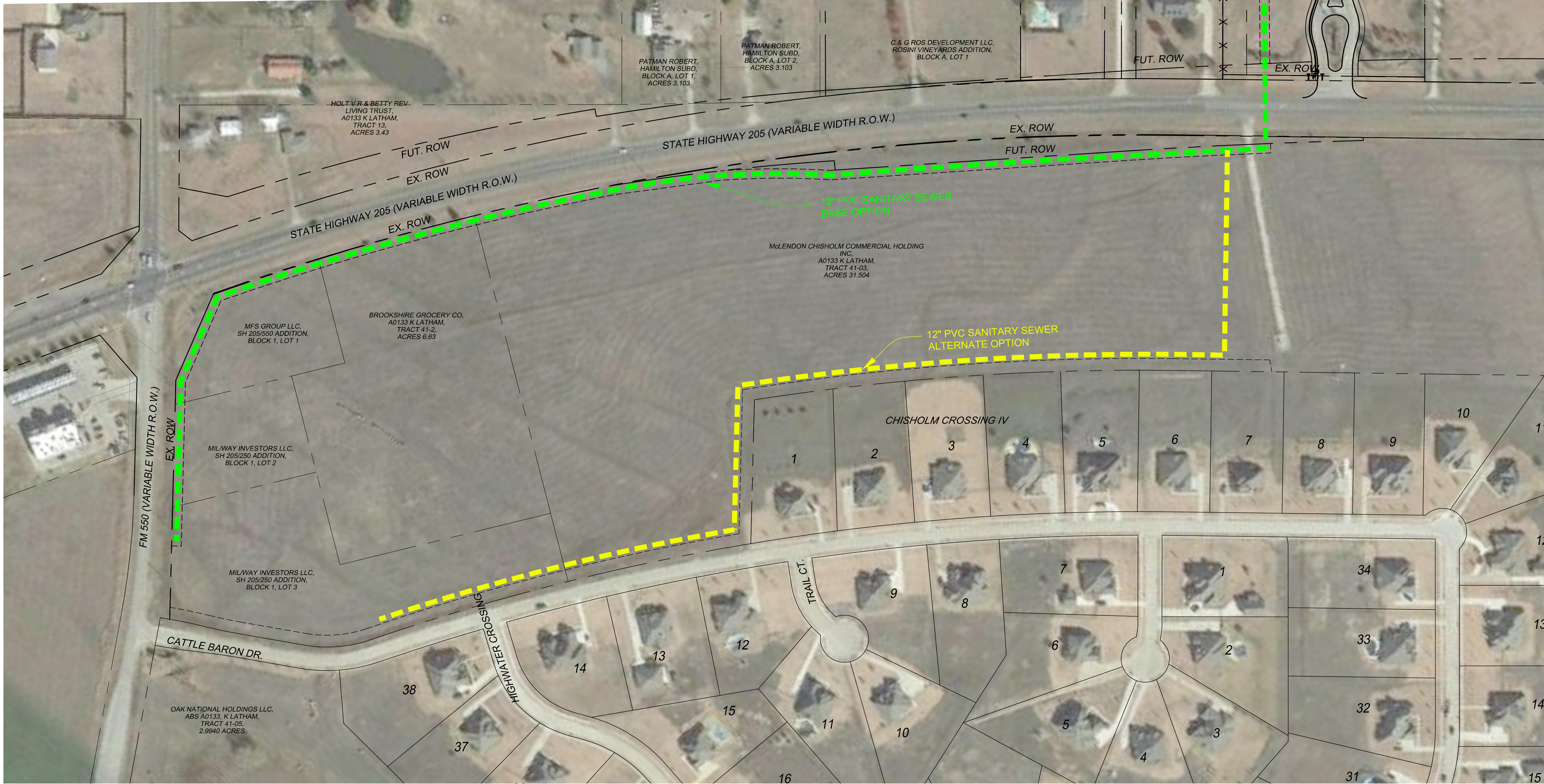
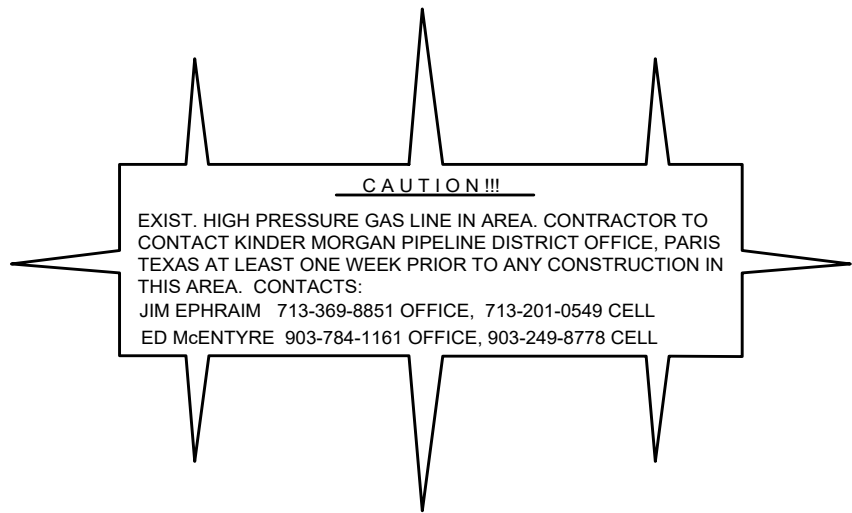
TNP Firm  Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601  
Georgia Board of Professional Engineers Firm No. PEF007431 | Texas Board of Architectural Examiners Firm No. BR 2673





| LEGEND |                                     |
|--------|-------------------------------------|
|        | 12" SANITARY SEWER BASE OPTION      |
|        | 12" SANITARY SEWER ALTERNATE OPTION |



Drawing: P:\00\_F000\PROJECTS\Governmental\MLD 205 Sewer\DRAWINGS\11-DESIGN\CURRENT\1.01 OVERALL SANITARY SEWER LAYOUT.dwg 8 Sep 01 2009 2:53pm by daleam

| no. | revision | by | date |
|-----|----------|----|------|
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GPPE: PEF007431; TBAE: BR 2673



scale  
when bar is  
1 inch long  
horiz  
1"=100'  
vert  
N/A  
SEP 2020



|                                  |  |
|----------------------------------|--|
| McLendon- Chisholm, Texas        |  |
| Improvements for                 |  |
| <b>CITY OF McLENDON-CHISHOLM</b> |  |
| <b>OVERALL SEWER LAYOUT PLAN</b> |  |

|                                 |
|---------------------------------|
| tnp project<br><b>MLD 20507</b> |
| sheet<br><b>1</b>               |
| of<br><b>9</b>                  |



**BID OPENING  
SH 205 SANITARY SEWER IMPROVEMENTS  
CITY OF McLENDON-CHISHOLM**

**TNP Proj. No. MLD 20507  
10/01/2020 at 3:00PM**



| No. | Bidder                       | Addendum Acknowledged? | Properly Executed Bid Form? | Bid Bond? | Base Bid Amount | Alternate Bid Amount |
|-----|------------------------------|------------------------|-----------------------------|-----------|-----------------|----------------------|
| 1   | ATKINS BROS.                 | Y                      | Y                           | Y         | \$1,049,567.00  | \$718,059.00         |
| 2   | CANARY CONSTRUCTION, INC.    | Y                      | Y                           | Y         | \$848,530.00    | \$790,740.00         |
| 3   | DOUBLE R UTILITIES, INC.     | Y                      | Y                           | Y         | \$328,647.00    | \$316,475.20         |
| 4   | LARRETT, INC.                | Y                      | Y                           | Y         | \$432,909.00    | \$396,210.00         |
| 5   | REYTECH SERVICES, LLC.       | Y                      | Y                           | Y         | \$377,603.81    | \$357,520.54         |
| 6   | RICH & BURNS UTILITIES, LLC. | N                      | Y                           | Y         | \$497,777.34    | \$454,725.04         |

Itemized Bid Tabulation - BASE BID

Bid Opening:10/1/2020

Client:City of McLendon-Chisholm

Project:SH 205 Sanitary Sewer

tnp No.:MLD 20507





| Item No.       | Item Description                         | Quantity | Unit | Average Unit Price | Atkins Brothers Construction |                | Burns Utilities |                | Canary Construction |                | Double R Utilities |                | Larrett      |                | Reytech      |                |
|----------------|------------------------------------------|----------|------|--------------------|------------------------------|----------------|-----------------|----------------|---------------------|----------------|--------------------|----------------|--------------|----------------|--------------|----------------|
|                |                                          |          |      |                    | Unit Price                   | Extended Price | Unit Price      | Extended Price | Unit Price          | Extended Price | Unit Price         | Extended Price | Unit Price   | Extended Price | Unit Price   | Extended Price |
| 1              | Mobilization                             | 1        | LS   | \$18,530.12        | \$3,000.00                   | \$3,000.00     | \$5,617.50      | \$5,617.50     | \$40,000.00         | \$40,000.00    | \$12,100.00        | \$12,100.00    | \$21,150.00  | \$21,150.00    | \$29,313.21  | \$29,313.21    |
| 2              | 12" SDR 35 Sewer depth (4'-10')          | 534      | LF   | \$51.51            | \$91.00                      | \$48,594.00    | \$45.86         | \$24,489.24    | \$70.00             | \$37,380.00    | \$26.00            | \$13,884.00    | \$48.00      | \$25,632.00    | \$28.20      | \$15,058.80    |
| 3              | 12" SDR 26 Sewer depth (10'-12')         | 146      | LF   | \$57.90            | \$110.00                     | \$16,060.00    | \$49.55         | \$7,234.30     | \$75.00             | \$10,950.00    | \$30.00            | \$4,380.00     | \$49.00      | \$7,154.00     | \$33.83      | \$4,939.18     |
| 4              | 12" SDR 26 Sewer depth (12'-14')         | 220      | LF   | \$75.84            | \$195.00                     | \$42,900.00    | \$52.80         | \$11,616.00    | \$85.00             | \$18,700.00    | \$34.00            | \$7,480.00     | \$51.00      | \$11,220.00    | \$37.26      | \$8,197.20     |
| 5              | 12" SDR 26 Sewer depth (14'-16')         | 350      | LF   | \$86.18            | \$231.00                     | \$80,850.00    | \$54.99         | \$19,246.50    | \$95.00             | \$33,250.00    | \$44.00            | \$15,400.00    | \$53.00      | \$18,550.00    | \$39.10      | \$13,685.00    |
| 6              | 12" SDR 26 Sewer depth (16'-18')         | 670      | LF   | \$99.37            | \$271.00                     | \$181,570.00   | \$72.35         | \$48,474.50    | \$100.00            | \$67,000.00    | \$52.00            | \$34,840.00    | \$61.50      | \$41,205.00    | \$39.35      | \$26,364.50    |
| 7              | 12" SDR 26 Sewer depth (18'-20')         | 600      | LF   | \$111.41           | \$310.00                     | \$186,000.00   | \$77.68         | \$46,608.00    | \$110.00            | \$66,000.00    | \$58.00            | \$34,800.00    | \$69.00      | \$41,400.00    | \$43.77      | \$26,262.00    |
| 8              | 12" SDR 26 Sewer depth (20'-22')         | 780      | LF   | \$124.56           | \$331.00                     | \$258,180.00   | \$98.43         | \$76,775.40    | \$125.00            | \$97,500.00    | \$64.00            | \$49,920.00    | \$84.00      | \$65,520.00    | \$44.95      | \$35,061.00    |
| 9              | 12" Bore and Casing Pipe at Hwy 205      | 230      | LF   | \$450.39           | \$475.00                     | \$109,250.00   | \$410.46        | \$94,405.80    | \$855.00            | \$196,650.00   | \$260.00           | \$59,800.00    | \$295.00     | \$67,850.00    | \$406.90     | \$93,587.00    |
| 10             | 12" Bore and Casing at Gas Line Crossing | 50       | LF   | \$333.27           | \$195.00                     | \$9,750.00     | \$412.64        | \$20,632.00    | \$420.00            | \$21,000.00    | \$220.00           | \$11,000.00    | \$324.00     | \$16,200.00    | \$427.96     | \$21,398.00    |
| 11             | 12" Bore and Casing at Via Toscana       | 63       | LF   | \$333.27           | \$195.00                     | \$12,285.00    | \$409.68        | \$25,809.84    | \$420.00            | \$26,460.00    | \$240.00           | \$15,120.00    | \$324.00     | \$20,412.00    | \$410.93     | \$25,888.59    |
| 12             | 4" Diameter Manhole                      | 9        | EA   | \$6,919.36         | \$6,500.00                   | \$58,500.00    | \$6,813.00      | \$61,317.00    | \$12,000.00         | \$108,000.00   | \$4,520.00         | \$40,680.00    | \$6,056.00   | \$54,504.00    | \$5,627.17   | \$50,644.53    |
| 13             | 12" Stub Out                             | 10       | EA   | \$996.14           | \$1,000.00                   | \$10,000.00    | \$1,497.09      | \$14,970.90    | \$1,500.00          | \$15,000.00    | \$750.00           | \$7,500.00     | \$532.00     | \$5,320.00     | \$697.74     | \$6,977.40     |
| 14             | Connect to Ex. Manhole                   | 1        | EA   | \$1,762.76         | \$1,000.00                   | \$1,000.00     | \$1,687.16      | \$1,687.16     | \$2,000.00          | \$2,000.00     | \$1,500.00         | \$1,500.00     | \$2,550.00   | \$2,550.00     | \$1,839.40   | \$1,839.40     |
| 15             | TV/Testing (per city specs)              | 3,300    | LF   | \$3.60             | \$3.00                       | \$9,900.00     | \$7.64          | \$25,212.00    | \$3.00              | \$9,900.00     | \$1.80             | \$5,940.00     | \$3.50       | \$11,550.00    | \$2.65       | \$8,745.00     |
| 16             | Trench Safety                            | 3,300    | LF   | \$3.22             | \$3.00                       | \$9,900.00     | \$0.92          | \$3,036.00     | \$12.00             | \$39,600.00    | \$0.75             | \$2,475.00     | \$1.50       | \$4,950.00     | \$1.13       | \$3,729.00     |
| 17             | Revegetation                             | 59,140   | SF   | \$0.33             | \$0.20                       | \$11,828.00    | \$0.18          | \$10,645.20    | \$1.00              | \$59,140.00    | \$0.20             | \$11,828.00    | \$0.30       | \$17,742.00    | \$0.10       | \$5,914.00     |
| TOTAL BASE BID |                                          |          |      |                    | \$1,049,567.00               |                | \$497,777.34    |                | \$848,530.00        |                | \$328,647.00       |                | \$432,909.00 |                | \$377,603.81 |                |

Itemized Bid Tabulation - ALTERNATE BID

Bid Opening:10/1/2020

Client:City of McLendon-Chisholm

Project:SH 205 Sanitary Sewer Improvements

tnp No.:MLD 20507





| Item No.            | Item Description                         | Quantity | Unit | Average Unit Price | Atkins Brothers Construction |                | Burns Utilities |                | Canary Construction |                | Double R Utilities |                | Larrett      |                | Reytech      |                |
|---------------------|------------------------------------------|----------|------|--------------------|------------------------------|----------------|-----------------|----------------|---------------------|----------------|--------------------|----------------|--------------|----------------|--------------|----------------|
|                     |                                          |          |      |                    | Unit Price                   | Extended Price | Unit Price      | Extended Price | Unit Price          | Extended Price | Unit Price         | Extended Price | Unit Price   | Extended Price | Unit Price   | Extended Price |
| 1                   | Mobilization                             | 1        | LS   | \$17,480.66        | \$3,000.00                   | \$3,000.00     | \$5,617.50      | \$5,617.50     | \$35,000.00         | \$35,000.00    | \$12,100.00        | \$12,100.00    | \$20,250.00  | \$20,250.00    | \$28,916.46  | \$28,916.46    |
| 2                   | 12" SDR 35 Sewer depth (4'-10')          | 614      | LF   | \$48.52            | \$71.00                      | \$43,594.00    | \$46.02         | \$28,256.28    | \$70.00             | \$42,980.00    | \$28.00            | \$17,192.00    | \$48.00      | \$29,472.00    | \$28.08      | \$17,241.12    |
| 3                   | 12" SDR 26 Sewer depth (10'-12')         | 240      | LF   | \$54.73            | \$91.00                      | \$21,840.00    | \$49.44         | \$11,865.60    | \$75.00             | \$18,000.00    | \$30.00            | \$7,200.00     | \$49.00      | \$11,760.00    | \$33.93      | \$8,143.20     |
| 4                   | 12" SDR 26 Sewer depth (12'-14')         | 210      | LF   | \$60.15            | \$101.00                     | \$21,210.00    | \$52.69         | \$11,064.90    | \$85.00             | \$17,850.00    | \$34.00            | \$7,140.00     | \$51.00      | \$10,710.00    | \$37.20      | \$7,812.00     |
| 5                   | 12" SDR 26 Sewer depth (14'-16')         | 346      | LF   | \$76.38            | \$171.00                     | \$59,166.00    | \$54.88         | \$18,988.48    | \$95.00             | \$32,870.00    | \$46.00            | \$15,916.00    | \$53.00      | \$18,338.00    | \$38.39      | \$13,282.94    |
| 6                   | 12" SDR 26 Sewer depth (16'-18')         | 1,744    | LF   | \$86.98            | \$191.00                     | \$333,104.00   | \$72.23         | \$125,969.12   | \$100.00            | \$174,400.00   | \$58.00            | \$101,152.00   | \$61.50      | \$107,256.00   | \$39.15      | \$68,277.60    |
| 7                   | 12" SDR 26 Sewer depth (18'-20')         | 0        | LF   | \$76.17            | \$210.00                     | \$0.00         | \$0.00          | \$0.00         | \$110.00            | \$0.00         | \$68.00            | \$0.00         | \$69.00      | \$0.00         | \$0.00       | \$0.00         |
| 8                   | 12" SDR 26 Sewer depth (20'-22')         | 0        | LF   | \$86.17            | \$220.00                     | \$0.00         | \$0.00          | \$0.00         | \$125.00            | \$0.00         | \$88.00            | \$0.00         | \$84.00      | \$0.00         | \$0.00       | \$0.00         |
| 9                   | 12" Bore and Casing Pipe at Hwy 205      | 230      | LF   | \$449.92           | \$475.00                     | \$109,250.00   | \$410.46        | \$94,405.80    | \$855.00            | \$196,650.00   | \$260.00           | \$59,800.00    | \$295.00     | \$67,850.00    | \$404.03     | \$92,926.90    |
| 10                  | 12" Bore and Casing at Gas Line Crossing | 50       | LF   | \$331.06           | \$195.00                     | \$9,750.00     | \$412.64        | \$20,632.00    | \$420.00            | \$21,000.00    | \$220.00           | \$11,000.00    | \$324.00     | \$16,200.00    | \$414.74     | \$20,737.00    |
| 11                  | 12" Bore and Casing at Via Toscana       | 63       | LF   | \$331.52           | \$195.00                     | \$12,285.00    | \$409.68        | \$25,809.84    | \$420.00            | \$26,460.00    | \$240.00           | \$15,120.00    | \$324.00     | \$20,412.00    | \$400.44     | \$25,227.72    |
| 12                  | 4' Diameter Manhole                      | 9        | EA   | \$7,146.70         | \$8,000.00                   | \$72,000.00    | \$6,813.00      | \$61,317.00    | \$12,000.00         | \$108,000.00   | \$4,520.00         | \$40,680.00    | \$6,064.00   | \$54,576.00    | \$5,483.22   | \$49,348.98    |
| 13                  | 12" Stub Out                             | 8        | EA   | \$1,027.02         | \$1,000.00                   | \$8,000.00     | \$1,499.19      | \$11,993.52    | \$1,500.00          | \$12,000.00    | \$950.00           | \$7,600.00     | \$525.00     | \$4,200.00     | \$687.90     | \$5,503.20     |
| 14                  | Connect to Ex. Manhole                   | 1        | EA   | \$1,762.76         | \$1,000.00                   | \$1,000.00     | \$1,687.16      | \$1,687.16     | \$2,000.00          | \$2,000.00     | \$1,500.00         | \$1,500.00     | \$2,550.00   | \$2,550.00     | \$1,839.40   | \$1,839.40     |
| 15                  | TV/Testing (per city specs)              | 3,154    | LF   | \$3.60             | \$3.00                       | \$9,462.00     | \$7.64          | \$24,096.56    | \$3.00              | \$9,462.00     | \$1.80             | \$5,677.20     | \$3.50       | \$11,039.00    | \$2.65       | \$8,358.10     |
| 16                  | Trench Safety                            | 3,154    | LF   | \$2.93             | \$1.00                       | \$3,154.00     | \$0.92          | \$2,901.68     | \$12.00             | \$37,848.00    | \$1.00             | \$3,154.00     | \$1.50       | \$4,731.00     | \$1.18       | \$3,721.72     |
| 17                  | Revegetation                             | 56,220   | SF   | \$0.33             | \$0.20                       | \$11,244.00    | \$0.18          | \$10,119.60    | \$1.00              | \$56,220.00    | \$0.20             | \$11,244.00    | \$0.30       | \$16,866.00    | \$0.11       | \$6,184.20     |
| TOTAL ALTERNATE BID |                                          |          |      |                    | \$718,059.00                 |                | \$454,725.04    |                | \$790,740.00        |                | \$316,475.20       |                | \$396,210.00 |                | \$357,520.54 |                |



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: October 21, 2020

APPLICANT: Letha Samuel

LOCATION: 1388 South State Highway 205 [Chisholm Baptist Church]

CITY COUNCIL HEARING DATE: October 27, 2020

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**REQUEST:**

The applicant is requesting an amendment to the existing specific use permit that allows for a private school at the above stated location. The requested amendments would increase the student enrollment from 125 to 175; and increase administrator and teacher personnel from 20 to 40.

PROPERTY OWNER: Chisholm Baptist Church

REPRESENTATIVE: Letha Samuel [Chairperson of the Board of Directors]

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**PLANNING AND ZONING COMMISSION RECOMMENDATION:** Approval of the requested increase in enrollment, and staffing levels.

**STAFF RECOMMENDATION:** Approval of the requested increase in enrollment, and staffing levels.

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**BACKGROUND INFORMATION:**

The Providence Academy was originally granted a Specific Use Permit for a private school by Ordinance No. 2018-06, July 24, 2018. This SUP established operating standards and requirements including establishing a maximum student enrollment of 125 and a maximum number of administrators and teachers at 20 and limiting the grade levels from Kindergarten through eight.

Then in 2019 by Ordinance 2019-01 grades Pre-kindergarten through twelfth were included, but there was no increase in approved student enrollment or staffing.

The program has been very successful and is an asset to the McLendon-Chisholm community. As a result of the model of education provided by the school, interest in attendance has increased.

The School is requesting an increase in the total student enrollment from 125 to 175. The school is also requesting an increase in administrative and teacher staff from 20 to 40 to help with the increased student capacity.

There is sufficient classroom capacity on-site to accommodate the increase in student and staffing population.

There is sufficient parking on-site to accommodate the increase in parking generated by the additional staffing and student enrollment.

All traffic operations occur on the Church parking lot and are designed so as not to interfere with SH 205 traffic. There will be a nominal increase in traffic due to increased staffing.

The Church has advised the applicant that there is sufficient sanitary sewer capacity to comfortably accommodate in the increase in students and staffing.

**ORDINANCE NO. 2020-13**

**AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, SO AS TO AMEND ORDINANCE 2019-01, A SPECIFIC USE PERMIT TO INCREASE THE NUMBER OF STUDENTS FROM 125 TO 175 AND INCREASE THE NUMBER OF STAFF MEMBERS FROM 20 TO 40, AND TO CONTINUE TO USE THE STRUCTURES SITUATED ON LOT 1, BLOCK 1, IN THE K. LATHAM SURVEY A-133, BEING A 7.739 ACRE TRACT MORE PARTICULARLY DESCRIBED IN EXHIBIT 1 ATTACHED HERETO, BEING KNOWN AS 1388 SOUTH STATE HWY 205, MCLENDON-CHISHOLM, TEXAS, AS A PRIVATE SCHOOL OPERATING FROM CHISHOLM BAPTIST CHURCH; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS; PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on May 14, 2019, the City Council of City of McLendon-Chisholm, Texas approved Ordinance 2019-01 granting a Specific Use Permit to allow to use existing structure situated on Lot 1, Block 1, in the K. Latham Survey A-133, being a 7.739 acre tract more particularly described in Exhibit 1 hereto and being know as 1388 South State Highway 205, McLendon-Chisholm, Texas, as a private school to accommodate Pre-Kindergarten through twelfth grade students, a maximum enrollment of 175 students and a maximum of 40 teachers and administrators in addition to other provisions.

**WHEREAS**, the City Council of the City of McLendon-Chisholm, after due deliberations and consideration, and in the exercise of its legislative discretion, concurs with the findings of the Planning and Zoning Commission and has concluded that the Specific Use Permit should be amended as stated herein, and the Zoning Code of the City of McLendon-Chisholm amended as provided herein.

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

**SECTION 1.** The recitals set forth in the preamble clauses of this Ordinances are true and correct, constitute findings and determinations by the City Council acting in its legislative capacity and are incorporated herein.

**SECTION 2.** The Zoning Ordinance of the City of McLendon-Chisholm, Texas, as heretofore amended, be amended and the same is hereby amended so as to grant an amendment to the existing Specific Use Permit as adopted as Ordinance 2019-01, Section 2, to allow the following amendments to the existing Specific Use Permit conditions:

**Enrollment increased to 175 students and 40 staff members.**

**SECTION 3.** All other provisions of the Specific Use Permit adopted by Ordinance 2019-01 remain in effect.

**SECTION 4.** Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand (\$2,000.00) Dollars and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**SECTION 5.** An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the City's Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 6.** This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance all ordinances of the City of McLendon-Chisholm in conflict with the provisions of this Ordinance be, and shall are hereby, repealed to the extent of that conflict.

**SECTION 7.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto to any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 8.** This Ordinance shall take effect immediately from and after its adoption and the publication of the caption, as the law in such cases provides.

**DULY ADOPTED** by the City Council of McLendon-Chisholm, Texas on the 27th day of October 2020.

APPROVED:

\_\_\_\_\_  
Keith Short, Mayor

ATTEST:

\_\_\_\_\_  
Rochelle Green, City Secretary





CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: October 21, 2020

APPLICANT: Paul Davis

LOCATION: SH 205 at the intersection with Davis Lane

CITY COUNCIL HEARING DATE: October 27, 2020

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**REQUEST:**

The applicant is requesting an amendment to the Future Land Use Map of the McLendon-Chisholm Comprehensive Plan. The requested amendment to the Future Land Use Map is to change the current future land use designation from Rural Residential to Commercial on a two-acre tract of land on the northwest corner of the intersection of SH 205 and Davis Lane. [See the attached legal description for the metes and bounds description of the property.]

An amendment to the Comprehensive Plan requires a public hearing and then consideration of the request and a recommendation from the Planning and Zoning Commission to the City Council regarding the requested amendment to the Plan.

PROPERTY OWNER: Paul Davis

REPRESENTATIVE: Paul Davis

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**PLANNING AND ZONING COMMISSION RECOMMENDATION:** Approval of the amendment to the Future Land Use Map changing the current future land use designation from Rural Residential to Commercial.

**STAFF RECOMMENDATION:** Approval of the amendment to the Future Land Use Map changing the current future land use designation from Rural Residential to Commercial.

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**BACKGROUND INFORMATION:**

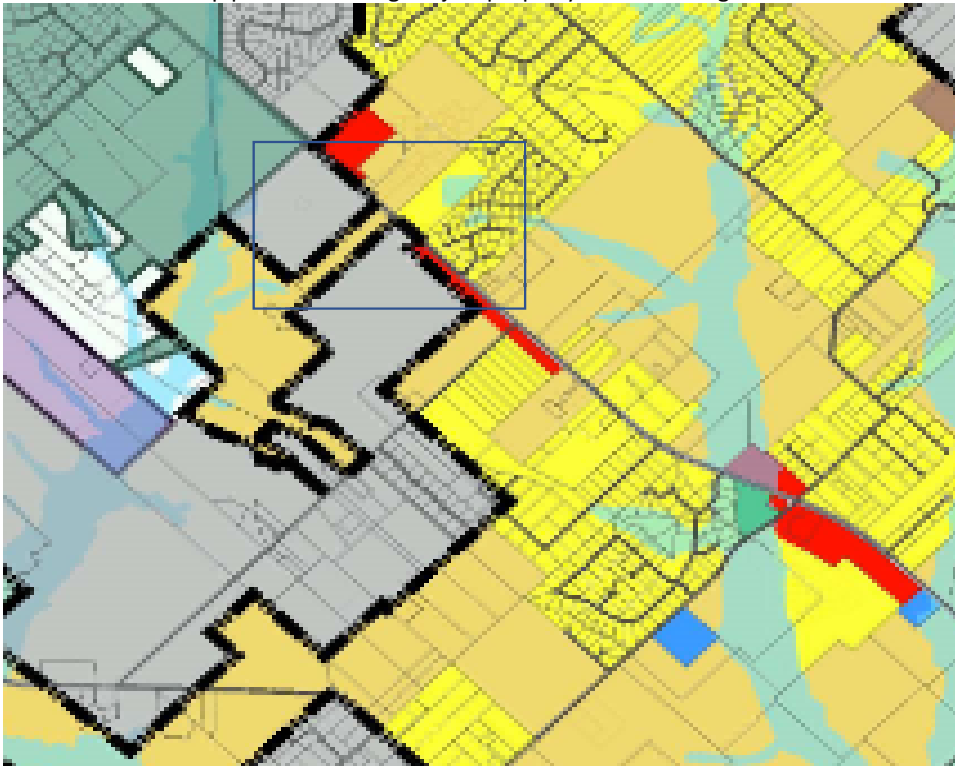
The subject property is a two Acre tract of land located at SH 205 and Davis Lane. [Portions of Rockwall CAD Nos. 10820 and 10819, see the hand labelled drawing in this report].

Mr. Davis has requested a zoning change on the two-acres of land from Agriculture to General Business.

Zoning must conform to the recommended land use described in Comprehensive Plan. Since the Future Land Use Map has identified the subject property as future Rural Residential, the zoning district that Mr. Davis has requested does not conform to the Future Land Use Map designation.

The application for the change in zoning designation was considered by the Planning and Zoning Commission after they held the public hearing and they have made a recommendation regarding the Future Land Use Map amendment to the City Council. The public hearing for the zoning change request follows this public hearing and action.

Future Land Use Map portion showing subject property land use designation.



**Policy 12 from the Future Land Use Element of the Comprehensive Plan:**

12. When a request for a change in land use is inconsistent with the Future Land Use Map [FLUM], a request to the city council must first be made to amend the FLUM. Then, if the FLUM is amended, the application may be made to change the land use. Further, if a request to change zoning is inconsistent with the Comprehensive Plan, the applicant should request a change in the Comprehensive Plan and if the Comprehensive Plan is amended by the City

Council, then the applicant should request a change in zoning that is consistent with the revised Comprehensive Plan.

**EXHIBIT "A"**

**Legal Description for Zoning Change**

Whereas, PSB, Indemnity Family LTD. Partnership is the owner of a 25.93 acre tract of land in the William W. Ford Survey, Abstract No. 80 as filed in Volume 4370, Pg. 53 (O.P.R.R.C.T.) and the following description of land as follows for exhibit of change of zoning;

BEGINNING at a fence corner post found at the intersection of the South R.O.W. line of State Highway No. 205 (120'R.O.W.) with the Northwestern most corner of said 25.93 acre tract said point also being the Northeasterly most corner of a 125 acre tract of land owned by Joseph Edward Baumann, Trustee of the Harry E. Baumann (Irrevocable Trust) as filed in Volume 6288, Page 64 (O.P.R.R.C.T.);

THENCE, S45°35'02"E, along the said south line of S.H. 205, for a distance of 497.90 feet to a point for a corner at the intersection of said S.H. 205 and Davis Lane (50' R.O.W.);

THENCE, S44°12'57"W, along the northwesterly line of said Davis Lane, for a distance of 174.97 feet to a point for a corner;

THENCE, N45°39'14"W, departing said northwesterly line of Davis Lane for a distance of 497.90 feet to a point for a corner in the southeast property line of said 125.0 acre tract of land;

THENCE, N44°12'57"E, along said southeast property line and said northwest property line of the said 25.93 acre tract, for a distance of 174.97 feet to the Point of Beginning, having 2.0 acres or 87,120 square feet of land more or less.

**Comprehensive Plan Direction:**

**Future Land Uses: Goal C: Encourage retail development in areas where there are high traffic volumes and accessibility.**

**Policies: 9. Identify other commercial areas within the corporate limits that might serve to provide more retail and commercial land use dispersal within the community.**



**Ordinance No. 2020-15**

**AN ORDINANCE OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AMENDING THE COMPREHENSIVE PLAN AND THE FUTURE LAND USE MAP OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, BY GRANTING AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF McLENDON-CHISHOLM, TEXAS COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE DESIGNATION ON A TWO ACRE TRACT OF LAND LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 205 AND DAVIS LANE, MORE PARTICULARLY DESCRIBED HEREIN, IN THE CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, PROVIDING FOR THE PRODUCTION OF AN AMENDED FUTURE LAND USE MAP, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1.** That the Comprehensive Plan and the Future Land Use Map of the City of McLendon-Chisholm, Texas, heretofore duly passed by the governing body of the City of McLendon-Chisholm, as heretofore amended, be hereby amended by changing the Future Land Use Map designation on the two-acre tract of land more particularly described in Exhibit "A", attached hereto and incorporated herein, and herein referred to as the "Property" from "Rural Residential" to "Commercial" as described in the Comprehensive Plan.

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

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

Ordinance 2020-15  
Adopted 10/27/2020

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

Passed and approved this 27th day of October 2020.

Approved:

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Nathan Hodges, Mayor Pro Tem

Attest:

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Rochelle Green, City Secretary

**EXHIBIT "A"**  
Legal Description for Zoning Change

Whereas, PSB, Indemnity Family LTD. Partnership is the owner of a 25.93 acre tract of land in the William W. Ford Survey, Abstract No. 80 as filed in Volume 4370, Pg. 53 (O.P.R.R.C.T.) and the following description of land as follows for exhibit of change of zoning;

BEGINNING at a fence corner post found at the intersection of the South R.O.W. line of State Highway No. 205 (120' R.O.W.) with the Northwestern most corner of said 25.93 acre tract said point also being the Northeasterly most corner of a 125 acre tract of land owned by Joseph Edward Baumann, Trustee of the Harry E. Baumann (Irrevocable Trust) as filed in Volume 6288, Page 64 (O.P.R.R.C.T.);

THENCE, S45°35'02"E, along the said south line of S.H. 205, for a distance of 497.90 feet to a point for a corner at the intersection of said S.H. 205 and Davis Lane (50' R.O.W.);

THENCE, S44°12'57"W, along the northwesterly line of said Davis Lane, for a distance of 174.97 feet to a point for a corner;

THENCE, N45°39'14"W, departing said northwesterly line of Davis Lane for a distance of 497.90 feet to a point for a corner in the southeast property line of said 125.0 acre tract of land;

THENCE, N44°12'57"E, along said southeast property line and said northwest property line of the said 25.93 acre tract, for a distance of 174.97 feet to the Point of Beginning, having 2.0 acres or 87,120 square feet of land more or less.



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: October 21, 2020

APPLICANT: Paul Davis

LOCATION: SH 205 at the intersection with Davis Lane

CITY COUNCIL HEARING DATE: October 27, 2020

---

**REQUEST:**

The applicant is requesting a change in zoning district designation from AG Agriculture to GB General Business on two-acres of land located at the northwest corner of SH 205 and Davis Lane.

PROPERTY OWNER: Paul Davis

REPRESENTATIVE: Paul Davis

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**PLANNING AND ZONING COMMISSION RECOMMENDATION:** Approval of the requested change in zoning from AG Agriculture to GB General Business for the two acres fronting on SH 205 at Davis Lane as described in the attached legal description.

**STAFF RECOMMENDATION:** Approval of the requested change in zoning district classification from AG Agriculture to GB General Business for the two acres fronting on SH 205 at Davis Lane as described in the legal description attached to this report.

---

**BACKGROUND INFORMATION:**

The subject property is a two Acre tract of land located at SH 205 and Davis Lane. [Portions of Rockwall CAD Nos. 10820 and 10819, see the hand labelled drawing in this report].

Mr. Davis has requested a zoning change on the two-acres of land from Agriculture to General Business.

Zoning must conform to the recommended land use described in the Comprehensive Plan.

The application for the change in zoning designation is to be considered by the Planning and Zoning Commission after they hold the public hearing and after they have made a recommendation regarding the Future Land Use Map amendment to the City Council.

SH 205 is a high volume traffic conduit through the City with high visibility.



**Comprehensive Plan Direction:**

**Future Land Uses: Goal C: Encourage retail development in areas where there are high traffic volumes and accessibility.**

**Policies: 9. Identify other commercial areas within the corporate limits that might serve to provide more retail and commercial land use dispersal within the community.**

**EXHIBIT "A"**

**Legal Description for Zoning Change**

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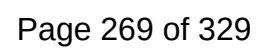
BEGINNING at a fence corner post found at the intersection of the South R.O.W. line of State Highway No. 205 (120'R.O.W.) with the Northwestern most corner of said 25.93 acre tract said point also being the Northeastly most corner of a 125 acre tract of land owned by Joseph Edward Baumann, Trustee of the Harry E. Baumann (Irrevocable Trust) as filed in Volume 6288, Page 64 (O.P.R.R.C.T.);

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**Ordinance No. 2020-14**

**AN ORDINANCE OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING DISTRICT TO A GB GENERAL BUSINESS ZONING ON A TWO ACRE TRACT OF LAND LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 205 AND DAVIS LANE, MORE PARTICULARLY DESCRIBED HEREIN, IN THE CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

Ordinance No. 2020-14  
Adopted 10/27/20

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

Passed and approved this 27th day of October 2020.

Approved:

---

Nathan Hodges, Mayor Pro Tem

Attest:

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Rochelle Green, City Secretary

**EXHIBIT "A"**  
Legal Description for Zoning Change

Whereas, PSB, Indemnity Family LTD. Partnership is the owner of a 25.93 acre tract of land in the William W. Ford Survey, Abstract No. 80 as filed in Volume 4370, Pg. 53 (O.P.R.R.C.T.) and the following description of land as follows for exhibit of change of zoning;

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THENCE, N44°12'57"E, along said southeast property line and said northwest property line of the said 25.93 acre tract, for a distance of 174.97 feet to the Point of Beginning, having 2.0 acres or 87,120 square feet of land more or less.



## **City of McLendon-Chisholm**

### **Staff Report**

Discussion and action for consideration of an Interlocal Agreement between the City of McLendon-Chisholm and Kaufman County, Texas authorizing the City of McLendon-Chisholm to regulate subdivision plats and related permits in the Extraterritorial Jurisdiction (ETJ) of McLendon-Chisholm. (Requested by Palomba)

#### **DATE:**

October 27, 2020

#### **BACKGROUND OF ISSUE:**

The Interlocal and Cooperation Act section 791.001 and HB 1445 permit a City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the ETJ area.

#### **FINANCIAL IMPACT:**

The City will collect and retain all fees relating to subdivision plat approval according to the currently adopted fee schedule.

#### **OPERATIONAL IMPACT:**

An Interlocal Agreement for subdivision authority provides clarification on authority and responsibility and avoids confusion and misunderstandings about authority, responsibility and liability for the government entities as well as subdivision applicants.

#### **RECOMMENDATION:**

Staff recommends approval of the Interlocal Agreement between McLendon-Chisholm and Kaufman County granting the City of McLendon-Chisholm exclusive jurisdiction to regulate subdivision plats and to approve related permits in the City's ETJ subject to language changes in Section 3.(B) Building Permits – adding language that provides M-C shall accept/ enforce building permits for any area under a valid development agreement identifying M-C as the permitting authority and (3) clarify that driveway culverts within a subdivision under M-C authority are issued by M-C. This does not include driveways fronting a Kaufman County road or TxDOT road.

City Attorney Michael Halla has reviewed the proposed Interlocal Agreement and proposed edits.

Lisa Palomba, City Administrator

**Hal Richards**

County Judge  
469-376-4139



**100 W. Mulberry St.**

Kaufman, Texas 75142  
[judgerichards@kaufmancounty.net](mailto:judgerichards@kaufmancounty.net)

**September 23, 2020**

**VIA ELECTRONIC AND CERTIFIED MAIL**

City of McLendon-Chisholm, Texas  
Attn: Honorable Keith Short  
1371 West FM 550  
McLendon-Chisolm, Texas 75032  
[lisa@mclendon-chisholm.com](mailto:lisa@mclendon-chisholm.com)

**Re: Notification of New Land Use Regulation ETJ ILA**

Dear Mayor Short,

Kaufman County Commissioner Court has approved a new Interlocal Agreement regarding subdivision platting within your City's ETJ (see attached). Enclosed are two options for your City to review and select. Option 1 grants the City platting authority within the City's ETJ and Option 2 grants authority to the County.

If you have any questions regarding the Agreement Options, please contact Ms. Hunter at (469) 376-4751. Once approved, forward a copy of the Agreement to the County Judge's Office to be finalized. The deadline for submission of approved Agreements will be October 21<sup>st</sup>, 2020.

Feel free to contact me with any questions, or concerns.

Regards,

A handwritten signature in black ink that reads "Hal Richards".

Hal Richards  
Kaufman County Judge

encl.:  
New ETJ ILA Option 1 or 2

cc:  
Monique Hunter, Director Development Services  
[mhunter@kaufmancounty.net](mailto:mhunter@kaufmancounty.net)  
Rebecca Lundberg, ADA Civil Dept.  
[Rebeccal@kaufmancounty.net](mailto:Rebeccal@kaufmancounty.net)  
Commissioner Skeet Phillips  
[skeet@kaufmancounty.net](mailto:skeet@kaufmancounty.net)

COURT ORDER NO. \_\_\_\_\_

**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 77<sup>th</sup> 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 \_\_\_\_\_; 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 \_\_\_\_\_, 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 1<sup>st</sup>, 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.

- ~~(e)~~(b) 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)~~(c) Floodplain. Kaufman County is responsible for issuing permits pursuant to the Kaufman County Floodplain Order, including enforcement.

- ~~(e)~~(d) 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 regulated 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)~~(e) 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.

COURT ORDER NO. \_\_\_\_\_

~~(g)~~(f) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained 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 (15<sup>th</sup>) 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.

COURT ORDER NO. \_\_\_\_\_

- (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.

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.*

COURT ORDER NO. \_\_\_\_\_

- (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.
- (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 \_\_\_\_\_:

City of \_\_\_\_\_, Texas  
Attn: City Manager  
\_\_\_\_\_  
\_\_\_\_\_

With copies to: Development Services Department  
City of \_\_\_\_\_, Texas  
\_\_\_\_\_  
\_\_\_\_\_

City Attorney's Office  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

KAUFMAN COUNTY:

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

COURT ORDER NO. \_\_\_\_\_

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

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

**PASSED AND APPROVED BY THE \_\_\_\_\_ CITY COUNCIL** on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2020.

**CITY OF \_\_\_\_\_, TEXAS**

\_\_\_\_\_, Mayor

**ATTEST:**

\_\_\_\_\_, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_, City Attorney

**PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT**

on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**KAUFMAN COUNTY, TEXAS**

\_\_\_\_\_  
Hal Richards, County Judge

**ATTEST:**

\_\_\_\_\_  
Laura Hughes, County Clerk

Interlocal Cooperation Agreement  
City of \_\_\_\_\_, Texas / Kaufman County, Texas – Page 6

COURT ORDER NO. \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant District Attorney



## **City of McLendon-Chisholm**

### **Staff Report**

Discussion and action regarding Transfer of Allocation of Coronavirus Relief Funds, as established by the CARES Act, to Rockwall County. (Requested by Palomba)

#### **DATE:**

October 27, 2020

#### **BACKGROUND OF ISSUE:**

The Cares Act provides an opportunity for funding to government entities for reimbursement of costs related to expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19). These funds are made available to local governments based on population.

The CARES Act provides that payments from the Fund may only be used to cover costs that –

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (date of enactment of the CARES ACT) for State or government; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

There are strict limitations on the permissible use of funds. Any expenditures must be related to actions taken to respond to the public health emergency such as addressing medical or public health needs as well as expenditures incurred to respond to secondary effects of the emergency such as providing economic support to those suffering from employment of business interruptions due to COVID-19 related business closures.

Funds may not be used to fill in government shortfalls in revenue to cover expenditures that would not otherwise qualify. Revenue replacement is not a permissible use of funds.

Examples of eligible expenses are included on pages 3 and 4 of the Coronavirus Relief Fund Guidance Document.

The City of McLendon-Chisholm was fortunate to encounter few expenses related to COVID-19 and the minor expenses that were incurred fell within previously budgeted amounts for supplies. While public safety payroll is an acceptable use of funds, reimbursement for payroll expenses for public safety personnel is only for employees

whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. All personnel hours must be thoroughly documented as to how they are directly responsive to COVID-19. Additionally, the City's full-time fire personnel cost are partially covered by the SAFER Grant which also make that portion of their salary and benefits ineligible for reimbursement.

**FINANCIAL IMPACT:**

The City of McLendon-Chisholm was provided an opportunity to apply for relief funds up to \$171,215.00. Since this city did not incur eligible expenses, the City will not be applying for relief funds. Rather than leaving the allocation of funds unused, the city has the option of electing to transfer the allocation of unused funds to Rockwall County. Rockwall County did incur tremendous unbudgeted expenses. Transferring the funds to the County will help the County to recover a portion of their eligible expenses. The County will be responsible for any and all required documentation if funds are transferred.

**OPERATIONAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of Transfer of Allocation of Coronavirus Relief Funds in the amount of \$171, 215.00 to Rockwall County.

Lisa Palomba, City Administrator



**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**Updated September 2, 2020<sup>1</sup>**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

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<sup>1</sup> On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

<sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

***Nonexclusive examples of eligible expenditures***

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

***Nonexclusive examples of ineligible expenditures<sup>3</sup>***

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>4</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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<sup>3</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>4</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

#### **Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees**

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

##### ***Substantially different use***

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

##### ***Substantially dedicated***

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

#### ***Public health and public safety***

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

#### ***Not substantially dedicated***

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

#### ***Covered benefits***

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

### **Supplemental Guidance on Use of Funds to Cover Administrative Costs**

#### ***General***

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

#### ***Compliance costs related to the Fund***

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.



|  <h2 style="text-align: center;">Transfer of Allocation</h2>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Disaster Number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Award Program</b>          |
| 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Coronavirus Relief Fund (CRF) |
| <b>Amount Being Transferred:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |
| \$ 171,215.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |
| <b>Part 1: Transferring Jurisdiction</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |
| <b>Transferring Jurisdiction Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Project Number</b>         |
| City of McLendon-Chisholm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |
| <p><input checked="" type="checkbox"/> We, the transferring Jurisdiction identified above, have elected to not participate in the receipt of Coronavirus Relief Funds, as established by the CARES Act. Please transfer our entire allocation to the receiving Jurisdiction identified below*. The dollar amount being transferred is noted above.</p> <p><input type="checkbox"/> We, the transferring Jurisdiction identified above, have elected to transfer a portion of our allocation of Coronavirus Relief Funds, as established by the CARES Act. The dollar amount being transferred is noted above.</p> <p>*The transferred funds must remain within the County under which the allocation was established.</p> |                               |
| <b>Transferring Jurisdiction Authorization</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |
| <div style="display: flex; justify-content: space-between;"> <div>Signature of Certifying Official</div> <div>Date (MM/DD/YYYY)</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Printed Name of Certifying Official</div> <div>Certifying Official's Title</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                  |                               |
| <b>Part 2: Receiving Jurisdiction</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |
| <b>Receiving Jurisdiction Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Project Number</b>         |
| Rockwall County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 124                           |
| <p>We, the receiving Jurisdiction identified above, are acknowledging the receipt of Coronavirus Relief Funds, as established by the CARES Act, from the transferring Jurisdiction identified above. The dollar amount we will receive is noted above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |
| <b>Receiving Jurisdiction Acknowledgement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |
| <div style="display: flex; justify-content: space-between;"> <div>Signature of Certifying Official</div> <div>Date (MM/DD/YYYY)</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>David Sweet</div> <div>County Judge</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>Printed Name of Certifying Official</div> <div>Certifying Official's Title</div> </div>                                                                                                                                                                                                                                                              |                               |
| 6/24/2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |

June 2020

## Instructions

For Withdrawing Jurisdictions:

1. Please fill out Part 1 of the form.
2. Log into TDEM's Grants Management System ([grants.tdem.texas.gov](https://grants.tdem.texas.gov)) and navigate to the Account for the Grant/Fund you wish to withdraw from (CRF is 2020).
3. Create a Withdraw Assistance Request and upload this document as an attachment.

a. [Click here for a step-by-step process for how to create a Withdraw request in GMS.](#)

For Jurisdictions Transferring a Portion of their Allocation:

1. Please fill out Part 1 of the form.
2. Log into TDEM's Grants Management System ([grants.tdem.texas.gov](https://grants.tdem.texas.gov)) and navigate to the Account for the Grant/Fund you wish to transfer funds from (CRF is 2020).
3. Initiate a Scope Modification/Cost Change Request and upload this document as an attachment.

a. [Click here for a step-by-step process for how to initiate a Scope Modification/Cost Change Request in GMS.](#)

# HOYT

## BREATHING AIR PRODUCTS

## Quote

PO Box 653  
Quinlan, Texas 75474  
Website: [www.hoytair.com](http://www.hoytair.com)  
Phone: 800-447-3385 Fax: 903-447-3409  
Prepared by: Carol Deming  
E-mail: [hbap2carol@aol.com](mailto:hbap2carol@aol.com)

|              |            |
|--------------|------------|
| Date:        | 10/20/2020 |
| Inquiry :    | 20219      |
| Valid Until: | 11/19/2020 |



### CUSTOMER

McLendon-Chisholm  
James Simmons  
E-mail: -  
Phone: 972-524-2077

|           |            |
|-----------|------------|
| Terms:    | Net 30     |
| Shipping: | additional |
| Contract: | 1901-036   |

| Qty.                                  | Item      | Description                       | Price/each | Extended    |
|---------------------------------------|-----------|-----------------------------------|------------|-------------|
| 3MScott 4500 psi CGA 45 Min. Cylinder |           |                                   |            |             |
| 10                                    | 804722-01 | 4.5 psi Carbon 45 min. Cyl w/vlv. | \$1,035.52 | \$10,355.20 |

Please fax or e-mail the signed price quote to the address above

Customer Acceptance (sign below):

x

Print Name: PO #

|          |             |
|----------|-------------|
| Subtotal | \$10,355.20 |
| Delv.    | \$110.00    |

**TOTAL Due: \$10,465.20**

If you have any questions about this price quote, please contact  
Carol Deming @ 800-447-3385 or [hbap2carol@aol.com](mailto:hbap2carol@aol.com)

*We appreciate the opportunity to quote you on these items for your department and look forward to your earliest reply!*



## **City of McLendon-Chisholm**

### **Staff Report**

#### ***Discussion and action regarding setting a date, time, and identifying agenda topics for a Special Town Hall Meeting.***

##### **DATE:**

October 27, 2020

##### **BACKGROUND OF ISSUE:**

On September 8, 2020, Council Member Woessner requested that the Council consider holding a Special Town Hall Meeting. At that time, the Council decided to call for topics from the community and then go with the top four topics and then schedule the date for the meeting. It was determined that the citizens would have a 14-day window for anybody who has concerns they want to be discussed in a town hall format and email those to the city secretary. The request for citizen input was posted on the City website as well as on Facebook.

To date, only two items to consider have been received. The first item was from a citizen living in Sonoma Verde. She is asking for a projected timeline that the city has for working with positively influencing the proper entities to ensure the water supply and 205 are prepared and ready for a new elementary school.

The second request was made on Facebook regarding the need for a grocery store in the City.

##### **FINANCIAL IMPACT:**

There is no financial impact to the City related to setting a date for a special town hall meeting.

##### **OPERATIONAL IMPACT:**

A date and agenda will need to be established in order to prepare documents in a timely manner.

##### **RECOMMENDATION:**

Staff recommends making a decision regarding establishing this meeting.

Shelly Green, City Secretary

## North East Texas Inspections

638 Chisholm Ranch Dr. Rockwall, Texas 75032, 972-998-3415

There were 21 new single family residential homes in September, 2020. The attached addendum reflects the home address, valuation, square footage and name of the Builder.

There were 15 new accessory projects permitted including single trades, swimming pools, outdoor living, shop buildings and other accessory endeavors that are also attached.

Permits to date: 170

Thank you for choosing North East Texas Inspections for your Building Services provider.

September 2020

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| September 2020 New SFR | Valuation     | Square ft. | Fee          | Builder    |
|------------------------|---------------|------------|--------------|------------|
| 1169 livorno           | \$ 281,162.00 | 3754       | \$ 1,025.00  | altura     |
| 1200 lucca             | \$ 307,020.00 | 4581       | \$ 1,025.00  | altura     |
| 1163 livorno           | \$ 222,569.00 | 4581       | \$ 1,025.00  | altura     |
| 1718 budino            | \$ 446,802.00 | 3954       | \$ 1,025.00  | bloomfield |
| 1219 lucca             | \$ 281,162.00 | 3754       | \$ 1,025.00  | altura     |
| 1706 Voltera           | \$ 325,892.00 | 2884       | \$ 875.00    | bloomfield |
| 1729 san donato        | \$ 302,275.00 | 2675       | \$ 875.00    | bloomfield |
| 1629 san donato        | \$ 389,963.00 | 3451       | \$ 875.00    | bloomfield |
| 1225 lucca             | \$ 326,380.00 | 4860       | \$ 1,025.00  | altura     |
| 1162 livorno           | \$ 310,862.00 | 4581       | \$ 1,025.00  | altura     |
| 1175 livorno           | \$ 258,587.00 | 3190       | \$ 875.00    | altura     |
| 1025 Abbey Lane        | \$ 650,000.00 | 6315       | \$ 1,025.00  | G. Welch   |
| 1714 amarone           | \$ 316,200.00 | 4216       | \$ 1,025.00  | castlerock |
| 1627 salvatore         | \$ 383,493.00 | 2747       | \$ 875.00    | highland   |
| 1119 cambridge         | \$ 999,999.00 | 9156       | \$ 1,025.00  | Flore      |
| 1714 amarone           | \$ 316,200.00 | 4216       | \$ 1,025.00  | castlerock |
| 1718 amarone           | \$ 284,410.00 | 4063       | \$ 1,025.00  | castlerock |
| 2013 corleone          | \$ 249,276.00 | 3311       | \$ 875.00    | castlerock |
| 1606 salvatore         | \$ 325,570.00 | 4651       | \$ 1,025.00  | castlerock |
| 1656 salvatore         | \$ 320,740.00 | 4582       | \$ 1,025.00  | castlerock |
| 860 frontier trail     | \$ 367,928.00 | 3256       | \$ 875.00    | ochoa      |
|                        |               |            | \$ 20,475.00 |            |

| Accessory permits September 2020 | Project  | Valuation    | Fee        |
|----------------------------------|----------|--------------|------------|
| 1073 kingsbridge                 | pool     | \$ 60,000.00 | \$375.00   |
| 14 windsor                       | gas      | \$1,000.00   | \$75.00    |
| 1216 livorno                     | pool     | \$50,000.00  | \$375.00   |
| 1540 firenza                     | patio    | \$8,000.00   | \$225.00   |
| 1558 vista court                 | pool     | \$65,000.00  | \$375.00   |
| 909 york house                   | pool     | \$60,000.00  | \$375.00   |
| 4047 w.fm 550                    | electric | \$5,000.00   | \$75.00    |
| 1454 corrara                     | pool     | \$38,333.00  | \$375.00   |
| 1448 corrara                     | pool     | \$39,175.00  | \$375.00   |
| 1496 Corrara                     | solar    | \$27,617.00  | \$150.00   |
| 1533 via toscana                 | pool     | \$50,000.00  | \$375.00   |
| 108 harvest ridge cove           | electric | \$3,900.00   | \$75.00    |
| 108 harvest ridge cove           | plmbg    | \$3,900.00   | \$75.00    |
| 190 Tucker                       | solar    | \$20,000.00  | \$150.00   |
| 1754 amalfi                      | pool     | \$50,000.00  | \$375.00   |
|                                  |          |              | \$3,825.00 |

September 2020 Onsite inspections actual

|                 |                      |
|-----------------|----------------------|
| 1714 budino     | plmbg rough          |
| 1705 pieneze    | plmbg rough          |
| 1710 pieneze    | plmbg rough          |
| 1653 san donato | plmbg rough          |
| 1933 recioto    | plmbg rough          |
| 1431 barollo    | underground electric |
| 1709 san donato | final co             |
| 1110 cambridge  | gas test             |
| 1812 radda      | gas meter            |
| 1812 radda      | elect meter          |
| 1818 abruzzo    | frame mep            |
| 1710 puglia     | frame mep            |
| 1311 prato      | frame mep            |
| 1838 belagio    | frame mep            |
| 1911 galenda    | elect meter          |
| 1911 galenda    | gas meter            |
| 1801 radda      | frame mep            |
| 1729 pieneze    | frame mep            |
| 1733 amarone    | frame mep            |
| 1702 pieneze    | frame mep            |
| 1907 galenda    | final co             |
| 2001 corleone   | final co             |
| 1911 galenda    | elect meter          |
| 1911 galenda    | gas meter            |
| 104 lavender    | flatwork             |
| 3 fireside      | pool final           |
| 828 abington    | patio cover          |
| 1311 prato      | pool gas             |
| 1110 alvington  | frame mep            |
| 915 hamilton    | pool final           |
| 1251 s. hwy 205 | sign final           |
| 1729 pieneze    | frame mep            |
| 1110 cambridge  | pool gas             |
| 1518 corrara    | frame mep            |
| 14 windsor      | gas                  |
| 1729 pieneze    | frame mep            |
| 915 hamilton    | pool final           |
| 1852 tuscan     | flatwork             |
| 811 fm 1139     | plmbg?               |
| 114 windsor     | elect meter          |
| 1637 san donato | plmbg rough          |
| 1911 galenda    | gas meter            |
| 1852 tuscan     | flatwork             |
| 1918 sicilia    | plmbg rough          |
| 1623 salvatore  | plmbg rough          |
| 2021 corleone   | plmbg rough          |



|                 |             |
|-----------------|-------------|
| 1637 san donato | plmbg rough |
| 1225 lucca      | flatwork    |
| 1219 lucca      | flatwork    |
| 1311 prato      | deck bond   |
| 1225 lucca      | t-pole      |
| 1219 lucca      | t-pole      |
| 1162 livorno    | t-pole      |
| 1175 livorno    | t-pole      |
| 1169 livorno    | t-pole      |
| 1163 livorno    | t-pole      |
| 1848 tuscan     | elect meter |
| 1848 tuscan     | gas meter   |
| 1637 san donato | plmbg rough |
| 1918 sicilia    | plmbg rough |
| 1623 salvatore  | t-pole      |
| 1777 bertino    | frame mep   |
| 1852 tuscan     | flatwork    |
| 1918 sicilia    | plmbg rough |
| 1201 artesia    | belly steel |
| 1918 sicilia    | t-pole      |
| 2021 corleone   | t-pole      |
| 1625 san donato | plmbg rough |
| 1607 amalfi     | patio cover |
| 1200 lucca      | plmbg rough |
| 1163 livorno    | plmbg rough |
| 1169 livorno    | plmbg rough |
| 1175 livorno    | plmbg rough |
| 1162 livorno    | plmbg rough |
| 2021 corleone   | flatwork    |
| 1201 artesia    | pool gas    |
| 1431 barrolo    | deck bond   |
| 1914 sicilia    | frame mep   |
| 1641 san donato | frame mep   |
| 212 adcox       | elect meter |
| 783 kensington  | deck bond   |
| 1625 san donato | t-pole      |
| 1625 san donato | plmbg rough |
| 1738 amarone    | final co    |
| 1651 salvatore  | frame mep   |
| 1910 galenda    | p-trap      |
| 1914 sicilia    | frame mep   |
| 1833 belagio    | plmbg rough |
| 1649 san donato | plmbg rough |
| 1649 san donato | t-pole      |
| 1833 belagio    | t-pole      |
| 1623 salvatore  | flatwork    |
| 1918 sicilia    | flatwork    |

|                   |                      |
|-------------------|----------------------|
| 1702 pieneze      | final co             |
| 1609 san donato   | p-trap               |
| 1637 san donato   | flatwork             |
| 1490 siena        | frame mep            |
| 1777 bertino      | frame mep            |
| 104 lavender      | elect meter          |
| 1073 kingsbridge  | belly steel          |
| 4051 w. fm 550    | elect meter          |
| 1833 bertino      | elect meter          |
| 1833 bertino      | gas meter            |
| 1777 bertino      | gas top out          |
| 1400 artesia      | pool gas             |
| 1540 firenza      | patio concrete       |
| 604 stampede      | patio cover          |
| 1119 cambridge    | t-pole               |
| 1725 pieneze      | frame mep            |
| 1911 galenda      | final co             |
| 1609 san donato   | frame mep            |
| 1400 artesia      | underground electric |
| 4047 fm 550       | elect meter          |
| 1627 salvatore    | plmbg rough          |
| 1627 salvatore    | t-pole               |
| 1647 san donato   | frame mep            |
| #2 chapel hill    | patio cover/elect.   |
| 108 harvest ridge | plmbg                |
| 411 tucker        | solar                |
| 280 adcox         | final co             |
| 1737 amarone      | gas meter            |

**ROCKWALL COUNTY SHERIFF**  
**972 TL TOWNSEND ROCKWALL , TX 75087**

CC.IncDate Between '09/01/2020' And '09/30/2020' AND CC.District = '41' AND  
IsNull(CC.Jurisdiction, 'Default') = 'Default'

**CFS History Search**  
**Public Report**

| CFS #       | Create When           | Location | CallType   Disposition                  |
|-------------|-----------------------|----------|-----------------------------------------|
| 2020-029211 | 9/30/2020 5:57:42 PM  |          | MEDICAL CALL   ASSIGNMENT COMPLETE      |
| 2020-029208 | 9/30/2020 5:46:03 PM  |          | ALARM MEDICAL   UTL                     |
| 2020-029152 | 9/30/2020 6:55:19 AM  |          | DISTURBANCE NOISE   ASSIGNMENT COMPLETE |
| 2020-029137 | 9/29/2020 10:55:51 PM |          | RECKLESS DRIVER   UTL                   |
| 2020-029100 | 9/29/2020 3:29:28 PM  |          | FRAUD   ASSIGNMENT COMPLETE             |
| 2020-028954 | 9/28/2020 11:34:14 AM |          | MISCELLANEOUS   UTL                     |
| 2020-028857 | 9/27/2020 10:05:15 AM |          | CITY ORDINANCE VIOLATION   WARNING      |
| 2020-028731 | 9/25/2020 9:33:48 PM  |          | CRIMINAL MISCHIEF   ASSIGNMENT COMPLETE |
| 2020-028498 | 9/23/2020 11:13:41 PM |          | ALARM MEDICAL   FALSE ALARM             |
| 2020-028345 | 9/22/2020 9:55:59 AM  |          | MEET COMPLAINANT   ASSIGNMENT COMPLETE  |
| 2020-028341 | 9/22/2020 9:11:45 AM  |          | PROPERTY DAMAGE   RSO REPORT TAKEN      |
| 2020-028126 | 9/19/2020 6:02:34 PM  |          | RECKLESS DRIVER   UTL                   |
| 2020-028108 | 9/19/2020 1:23:08 PM  |          | ALARM   FALSE ALARM                     |
| 2020-028094 | 9/19/2020 9:31:59 AM  |          | MEET COMPLAINANT   RSO REPORT TAKEN     |
| 2020-028079 | 9/19/2020 7:01:03 AM  |          | MEDICAL CALL   ASSIGNMENT COMPLETE      |
| 2020-027980 | 9/18/2020 9:33:54 AM  |          | FRAUD   NO OFFENSE                      |
| 2020-027952 | 9/17/2020 10:12:47 PM |          | DISTURBANCE NOISE   ASSIGNMENT COMPLETE |
| 2020-027919 | 9/17/2020 2:03:49 PM  |          | ALARM RESIDENTIAL FIRE   FALSE ALARM    |
| 2020-027720 | 9/15/2020 2:38:42 PM  |          | HARASSMENT/THREAT   RSO REPORT TAKEN    |
| 2020-027714 | 9/15/2020 12:45:03 PM |          | WELFARE CHECK   ASSIGNMENT COMPLETE     |
| 2020-027687 | 9/15/2020 6:53:29 AM  |          | RECKLESS DRIVER   ASSIGNMENT COMPLETE   |
| 2020-027615 | 9/14/2020 2:06:03 PM  |          | ABANDONED VEHICLE   ASSIGNMENT COMPLETE |

| CFS #       | Create When          | Location   | CallType   Disposition                       |
|-------------|----------------------|------------|----------------------------------------------|
| 2020-027581 | 9/14/2020 4:53:20 AM | [REDACTED] | ALARM   ASSIGNMENT COMPLETE                  |
| 2020-027423 | 9/12/2020 4:53:43 PM | [REDACTED] | RECKLESS DRIVER   ASSIGNMENT COMPLETE        |
| 2020-027228 | 9/10/2020 6:40:59 PM | [REDACTED] | ALARM   FALSE ALARM                          |
| 2020-027225 | 9/10/2020 5:35:36 PM | [REDACTED] | SUICIDE ATTEMPT/THREAT   RSO REPORT TAKEN    |
| 2020-027160 | 9/10/2020 6:57:16 AM | [REDACTED] | SUICIDE ATTEMPT/THREAT   ASSIGNMENT COMPLETE |
| 2020-027154 | 9/10/2020 2:22:58 AM | [REDACTED] | MOTORIST ASSIST   ASSIGNMENT COMPLETE        |
| 2020-027074 | 9/9/2020 10:19:38 AM | [REDACTED] | DISTURBANCE NOISE   ASSIGNMENT COMPLETE      |
| 2020-027011 | 9/8/2020 8:19:18 PM  | [REDACTED] | FRAUD   ASSIGNMENT COMPLETE                  |
| 2020-027009 | 9/8/2020 7:11:25 PM  | [REDACTED] | MEDICAL CALL   ASSIGNMENT COMPLETE           |
| 2020-027004 | 9/8/2020 6:08:54 PM  | [REDACTED] | DISTURBANCE NOISE   ASSIGNMENT COMPLETE      |
| 2020-026974 | 9/8/2020 11:53:16 AM | [REDACTED] | ALARM RESIDENTIAL FIRE   ASSIGNMENT COMPLETE |
| 2020-026970 | 9/8/2020 10:56:41 AM | [REDACTED] | RECOVERED PROPERTY   ASSIGNMENT COMPLETE     |
| 2020-026958 | 9/8/2020 9:27:00 AM  | [REDACTED] | MEDICAL CALL   ASSIGNMENT COMPLETE           |
| 2020-026842 | 9/7/2020 12:41:05 AM | [REDACTED] | ALARM   ASSIGNMENT COMPLETE                  |
| 2020-026830 | 9/6/2020 10:56:34 PM | [REDACTED] | MEET COMPLAINANT   ASSIGNMENT COMPLETE       |
| 2020-026719 | 9/5/2020 12:59:14 PM | [REDACTED] | ALARM   FALSE ALARM                          |
| 2020-026710 | 9/5/2020 10:39:41 AM | [REDACTED] | MEET COMPLAINANT   ASSIGNMENT COMPLETE       |
| 2020-026656 | 9/4/2020 9:59:29 PM  | [REDACTED] | ALARM   ASSIGNMENT COMPLETE                  |
| 2020-026617 | 9/4/2020 3:23:02 PM  | [REDACTED] | MEET COMPLAINANT   ASSIGNMENT COMPLETE       |
| 2020-026509 | 9/3/2020 8:26:59 PM  | [REDACTED] | SHOTS FIRED   ASSIGNMENT COMPLETE            |
| 2020-026488 | 9/3/2020 6:28:07 PM  | [REDACTED] | WELFARE CHECK   ASSIGNMENT COMPLETE          |
| 2020-026437 | 9/3/2020 10:12:56 AM | [REDACTED] | MEDICAL CALL   ASSIGNMENT COMPLETE           |

**Total: 44**

City of McLendon Chisholm  
Preliminary Operating Fund Financial Summary  
For the twelve months ended September 30, 2020

|                                       | Current Period Revenue and Expenses |                        |                            |                        | Prior Period Revenue and Expenses |                      |                            |                        |
|---------------------------------------|-------------------------------------|------------------------|----------------------------|------------------------|-----------------------------------|----------------------|----------------------------|------------------------|
|                                       | September<br>2020<br>Actuals        | Current YTD<br>Actuals | % of Budget<br>Current YTD | FY 2019-2020<br>Budget | September<br>2019<br>Actuals      | Prior YTD<br>Actuals | % of Budget<br>Current YTD | FY 2018-2019<br>Budget |
| <b>Revenue</b>                        |                                     |                        |                            |                        |                                   |                      |                            |                        |
| 302 · Franchise Income                | \$ 17,667                           | \$ 194,126             | 104%                       | \$ 187,000             | \$ 9,349                          | \$ 185,966           | 120%                       | \$ 154,830             |
| 303 · Development Income              | 4,645                               | 78,115                 | 521%                       | 15,000                 | (45)                              | 16,099               | 56%                        | 29,000                 |
| 304 · Building Permit Income          | 128,912                             | 961,870                | 291%                       | 330,000                | 135,615                           | 509,929              | 104%                       | 492,419                |
| 305 Municipal Court Income            |                                     | -                      | 0%                         | 1,800                  | 324                               | 2,183                | 728%                       | 300                    |
| 306 · Interest Income                 | 1,322                               | 23,667                 | 128%                       | 18,500                 | 1,772                             | 18,418               | - %                        | -                      |
| 307 · Sign Permit Income              |                                     | 50                     | 50%                        | 100                    | -                                 | 100                  | - %                        | -                      |
| 308 · Septic Fees                     | 1,650                               | 16,725                 | 214%                       | 7,800                  | 850                               | 7,900                | 44%                        | 17,885                 |
| 309 Food Enforcement                  |                                     | 1,200                  | 96%                        | 1,250                  | -                                 | 1,050                | 175%                       | 600                    |
| 310 · Sales Tax Revenue               | 31,502                              | 353,242                | 172%                       | 205,750                | 27,240                            | 218,228              | 141%                       | 154,603                |
| 311 · PID Admin Expense Reimbursement |                                     | -                      | - %                        | -                      | (42,500)                          | 690                  | 15%                        | 4,750                  |
| 313 · Donations                       | 120                                 | 1,076                  | 179%                       | 600                    | 1,560                             | 3,609                | 722%                       | 500                    |
| 314 · Copies Public Inf. Income       |                                     | -                      | 0%                         | 130                    | -                                 | 133                  | - %                        | -                      |
| 317 · Ad Valorem Tax                  | 837                                 | 599,930                | 112%                       | 537,708                | 264                               | 394,882              | 113%                       | 350,579                |
| 318 · Tax Certifications              |                                     | 74                     | 98%                        | 75                     | 7                                 | 83                   | - %                        | -                      |
| 321 · Credit Card Fee Revenue         | 127                                 | 1,529                  | 278%                       | 550                    | 120                               | 738                  | 49%                        | 1,501                  |
| <b>Total Revenue</b>                  | <b>\$ 186,780.75</b>                | <b>\$ 2,231,604</b>    | <b>171%</b>                | <b>\$ 1,306,263</b>    | <b>\$ 134,556</b>                 | <b>\$ 1,360,007</b>  | <b>171%</b>                | <b>\$ 1,206,967</b>    |

City of McLendon Chisholm  
Preliminary Operating Fund Financial Summary  
For the twelve months ended September 30, 2020

|                                         | Current Period Revenue and Expenses |                        |                            |                        | Prior Period Revenue and Expenses |                      |                            |                        |
|-----------------------------------------|-------------------------------------|------------------------|----------------------------|------------------------|-----------------------------------|----------------------|----------------------------|------------------------|
|                                         | September<br>2020<br>Actuals        | Current YTD<br>Actuals | % of Budget<br>Current YTD | FY 2019-2020<br>Budget | September<br>2019<br>Actuals      | Prior YTD<br>Actuals | % of Budget<br>Current YTD | FY 2018-2019<br>Budget |
| <b>Expenditures</b>                     |                                     |                        |                            |                        |                                   |                      |                            |                        |
| <b>Operating Expenditures</b>           |                                     |                        |                            |                        |                                   |                      |                            |                        |
| 401 · Municipal Court                   | \$ -                                | \$ -                   | 0%                         | \$ 50                  | \$ -                              | \$ 7                 | - %                        | \$ 1,515               |
| 402 · Election Expense                  |                                     | -                      | 0%                         | 12,250                 | -                                 | 12,069               | - %                        | 10,000                 |
| 410 · Building Inspections              | 24,300                              | 204,227                | 173%                       | 117,742                | (105)                             | 126,973              | 81%                        | 155,818                |
| 411 · Environment Regulation Expense    | 920                                 | 9,100                  | 145%                       | 6,255                  | 310                               | 8,115                | 78%                        | 10,465                 |
| 414 · Animal Control                    | 1,590                               | 3,180                  | 18%                        | 18,000                 |                                   | -                    | - %                        |                        |
| 415 · Section 380 Grant Program         |                                     | 24,029                 | 632%                       | 3,800                  | -                                 | 3,764                | - %                        | -                      |
| 418 · Membership Fees                   |                                     | 1,662                  | 106%                       | 1,575                  | -                                 | 1,556                | 52%                        | 3,000                  |
| 422 · Public Notice Expense             | 625                                 | 5,892                  | 64%                        | 9,150                  | -                                 | 13,008               | 580%                       | 2,243                  |
| 423 · Community Functions               |                                     | 7,290                  | 1458%                      | 500                    | 925                               | 1,081                | 20%                        | 5,464                  |
| 426 · Appraisal District Collection     |                                     | 7,612                  | 152%                       | 5,000                  | -                                 | 6,366                | 108%                       | 5,883                  |
| 430 · Public Safety                     | 31,301                              | 398,697                | 130%                       | 306,555                | (13,641)                          | 254,230              | 68%                        | 375,211                |
| <b>Total 400 Operating Expenditures</b> | <b>\$ 58,736</b>                    | <b>\$ 661,687</b>      | <b>138%</b>                | <b>\$ 480,877</b>      | <b>\$ (12,511)</b>                | <b>\$ 427,168</b>    | <b>75%</b>                 | <b>\$ 569,599</b>      |
| <b>Occupancy Expenditures</b>           |                                     |                        |                            |                        |                                   |                      |                            |                        |
| 502 · Electricity                       | \$ 297                              | \$ 2,824               | 105%                       | \$ 2,700               | \$ 327                            | 2,787                | 71%                        | \$ 3,915               |
| 506 · Water                             | 284                                 | 6,889                  | 172%                       | 4,000                  | 1,721                             | 6,394                | 71%                        | 8,952                  |
| 510 · Propane Gas                       |                                     | -                      | 0%                         | 788                    | -                                 | -                    | - %                        | 788                    |
| 512 · Trash Pick up                     |                                     | 1,062                  | 79%                        | 1,344                  |                                   | -                    | - %                        |                        |
| 514 · Building Maint/Improvements       | 571                                 | 12,079                 | 99%                        | 12,200                 | 2,937                             | 15,065               | 281%                       | 5,356                  |
| 516 · Lawn Maintenance                  | 685                                 | 8,220                  | 97%                        | 8,500                  | 877                               | 8,412                | 103%                       | 8,144                  |
| 518 · Janitorial                        |                                     | -                      | - %                        | -                      | -                                 | 209                  | 5%                         | 4,181                  |
| 520 · Telephone & Internet              | 694                                 | 8,038                  | 116%                       | 6,900                  | 600                               | 5,874                | 77%                        | 7,593                  |
| 522 · Website Expense                   |                                     | 1,258                  | 126%                       | 1,000                  | -                                 | 1,278                | 106%                       | 1,202                  |

City of McLendon Chisholm  
Preliminary Operating Fund Financial Summary  
For the twelve months ended September 30, 2020

|                                  | Current Period Revenue and Expenses |                        |                            |                        | Prior Period Revenue and Expenses |                      |                            |                        |
|----------------------------------|-------------------------------------|------------------------|----------------------------|------------------------|-----------------------------------|----------------------|----------------------------|------------------------|
|                                  | September<br>2020<br>Actuals        | Current YTD<br>Actuals | % of Budget<br>Current YTD | FY 2019-2020<br>Budget | September<br>2019<br>Actuals      | Prior YTD<br>Actuals | % of Budget<br>Current YTD | FY 2018-2019<br>Budget |
| Total 500 Occupancy Expenditures | \$ 2,531                            | \$ 40,369              | 108%                       | \$ 37,432              | \$ 6,462                          | \$ 40,328            | 108%                       | \$ 40,131              |

**City of McLendon Chisholm**  
**Preliminary Operating Fund Financial Summary**  
**For the twelve months ended September 30, 2020**

|                                                  | Current Period Revenue and Expenses |                        |                            |                        | Prior Period Revenue and Expenses |                      |                            |                        |
|--------------------------------------------------|-------------------------------------|------------------------|----------------------------|------------------------|-----------------------------------|----------------------|----------------------------|------------------------|
|                                                  | September<br>2020<br>Actuals        | Current YTD<br>Actuals | % of Budget<br>Current YTD | FY 2019-2020<br>Budget | September<br>2019<br>Actuals      | Prior YTD<br>Actuals | % of Budget<br>Current YTD | FY 2018-2019<br>Budget |
| <b>General &amp; Administrative Expenditures</b> |                                     |                        |                            |                        |                                   |                      |                            |                        |
| 603 · Citizen Recognition                        | -                                   | -                      | - %                        | -                      | -                                 | -                    | 0%                         | 500                    |
| 604 · Municipal Manuals, Books & Maps            | -                                   | 346                    | 138%                       | 250                    | -                                 | 70                   | 1%                         | 12,803                 |
| 606 · Employee Costs                             | 16,501                              | 195,155                | 88%                        | 222,455                | (17,142)                          | 143,035              | 72%                        | 199,218                |
| 618 · Liability Insurance                        |                                     | 5,292                  | 70%                        | 7,517                  | -                                 | 5,872                | 64%                        | 9,227                  |
| 619 · Software Subscriptions                     | 542                                 | 33,366                 | 176%                       | 19,000                 | 458                               | 18,843               | 126%                       | 15,000                 |
| 621 · IT Support                                 | 775                                 | 8,425                  | 153%                       | 5,500                  | 600                               | 6,125                | 123%                       | 5,000                  |
| 622 · Office Supplies - City Hall                | 945                                 | 4,084                  | 136%                       | 3,000                  | 407                               | 3,353                | 107%                       | 3,124                  |
| 623 · Office Equipment                           | 149                                 | 3,112                  | 120%                       | 2,600                  | 314                               | 3,027                | 114%                       | 2,655                  |
| 624 · Office Equip Maintenance                   | 3,237                               | 6,135                  | 409%                       | 1,500                  | 3,631                             | 4,874                | 174%                       | 2,797                  |
| 625 · Printed Materials                          | 1,230                               | 5,290                  | 311%                       | 1,700                  | 56                                | 2,111                | 141%                       | 1,502                  |
| 626 · Postage-City Hall                          | 100                                 | 1,030                  | 73%                        | 1,410                  | 190                               | 3,512                | 101%                       | 3,490                  |
| 628 · Bank Fees                                  | 158                                 | 1,677                  | 112%                       | 1,500                  | 79                                | 1,578                | 156%                       | 1,010                  |
| 630 · Legal & Professional                       |                                     |                        |                            |                        |                                   |                      |                            |                        |
| 63001-Accounting & Payroll services              | 4,454                               | 53,225                 | 101%                       | 52,514                 | 4,405                             | 60,234               | 120%                       | 50,000                 |
| 63002 - Financial Audit                          |                                     | 15,000                 | 100%                       | 15,000                 | -                                 | 9,500                | 63%                        | 15,000                 |
| 63003 - Legal                                    | 130                                 | 31,727                 | 79%                        | 40,000                 | 2,370                             | 41,160               | 33%                        | 124,000                |
| 63005 - City Planner                             | -                                   | 23,020                 | 51%                        | 45,000                 | (5,920)                           | 51,952               | 197%                       | 26,376                 |
| 63008 - Financial Consulting                     | 2,600                               | 29,014                 | 112%                       | 26,000                 | 2,741                             | 28,883               | - %                        | -                      |
| 63009 - Engineering                              |                                     | 6,574                  | 44%                        | 15,000                 |                                   | -                    | - %                        | -                      |
| 645 · Transcription Services                     |                                     | -                      | - %                        | -                      | -                                 | 3,104                | - %                        | -                      |
| 646 · Mileage Expense                            |                                     | 281                    | 56%                        | 500                    | -                                 | 832                  | 79%                        | 1,052                  |
| 647 · Council Meetings & Development             | 12                                  | 886                    | 136%                       | 650                    | 6                                 | 592                  | 15%                        | 3,996                  |
| 648 · Training                                   |                                     | 2,187                  | 32%                        | 6,750                  | 1,441                             | 8,957                | 179%                       | 5,000                  |



City of McLendon Chisholm  
Preliminary Operating Fund Financial Summary  
For the twelve months ended September 30, 2020

|                                                   | Current Period Revenue and Expenses |                        |                            |                        | Prior Period Revenue and Expenses |                      |                            |                        |
|---------------------------------------------------|-------------------------------------|------------------------|----------------------------|------------------------|-----------------------------------|----------------------|----------------------------|------------------------|
|                                                   | September<br>2020<br>Actuals        | Current YTD<br>Actuals | % of Budget<br>Current YTD | FY 2019-2020<br>Budget | September<br>2019<br>Actuals      | Prior YTD<br>Actuals | % of Budget<br>Current YTD | FY 2018-2019<br>Budget |
| 649 · Expense Account - City Administrator        |                                     | -                      | - %                        | -                      | -                                 | -                    | 0%                         | 126                    |
| 650 · Expense Account - Mayor                     |                                     | -                      | - %                        | -                      | -                                 | -                    | 0%                         | 105                    |
| 652 · Staff Appreciation                          |                                     | 650                    | 76%                        | 850                    | -                                 | 760                  | 380%                       | 200                    |
| 655 · Code of Ordinance                           |                                     | 3,360                  | 96%                        | 3,500                  | -                                 | 1,000                | 13%                        | 8,000                  |
| 699 · Miscellaneous Expense                       | 715                                 | 954                    | - %                        | -                      | -                                 | 282                  | 188%                       | 150                    |
|                                                   |                                     | -                      |                            |                        |                                   | -                    |                            |                        |
| <b>Total G &amp; A Expenditures</b>               | <b>\$ 31,548</b>                    | <b>\$ 430,790</b>      | <b>91%</b>                 | <b>\$ 472,196</b>      | <b>\$ (6,364)</b>                 | <b>399,654</b>       | <b>91%</b>                 | <b>\$ 490,331</b>      |
| <b>700 · Capital Expenditures - Public Safety</b> |                                     | <b>13,324</b>          | <b>89%</b>                 | <b>\$ 15,000</b>       |                                   | <b>\$ 86,502</b>     | <b>144%</b>                | <b>\$ 60,000</b>       |
| <b>700 · Capital Expenditures - Operating</b>     |                                     | <b>31,160</b>          | <b>89%</b>                 | <b>35,000</b>          | <b>\$ 11,424</b>                  | <b>\$ 33,224</b>     | <b>104%</b>                | <b>\$ 32,000</b>       |
| <b>Total Capital Expenditures</b>                 | <b>\$ -</b>                         | <b>\$ 44,484</b>       | <b>89%</b>                 | <b>\$ 50,000</b>       | <b>\$ 11,424</b>                  | <b>\$ 119,726</b>    | <b>130%</b>                | <b>\$ 92,000</b>       |
| <b>Total Expenditures</b>                         | <b>\$ 92,816</b>                    | <b>\$ 1,177,330</b>    | <b>113%</b>                | <b>\$ 1,040,505</b>    | <b>\$ (988)</b>                   | <b>\$ 986,876</b>    | <b>113%</b>                | <b>\$ 1,192,061</b>    |
| <b>Surplus (Deficit)</b>                          | <b>\$ 93,965</b>                    | <b>\$ 1,054,273</b>    | <b>397%</b>                | <b>\$ 265,758</b>      | <b>\$ 135,544</b>                 | <b>\$ 373,131</b>    | <b>397%</b>                | <b>\$ 14,906</b>       |

City of McLendon Chisholm  
Preliminary Utility Fund Financial Summary  
For the twelve months ended September 30, 2020

|                                                 | Current Period Revenue & Expenditures |                        |                            |                        | Prior Period Revenue & Expenditures |                      |                            |                        |
|-------------------------------------------------|---------------------------------------|------------------------|----------------------------|------------------------|-------------------------------------|----------------------|----------------------------|------------------------|
|                                                 | September 2020<br>Actuals             | Current YTD<br>Actuals | % of Budget<br>Current YTD | FY 2019-2020<br>Budget | Sep 2019<br>Actuals                 | Prior YTD<br>Actuals | % of Budget<br>Current YTD | FY 2018-2019<br>Budget |
| <b>Revenue</b>                                  |                                       |                        |                            |                        |                                     |                      |                            |                        |
| 306 · Interest Income                           | \$ 157                                | \$ 6,461               | 66%                        | \$ 9,750               | \$ 821                              | \$ 9,259             | 178%                       | \$ 5,206               |
| Sewer Utility Revenue                           |                                       |                        |                            |                        |                                     |                      |                            |                        |
| 32200 · Sewer Usage Fees                        | 32,142                                | \$ 302,691             | 133%                       | 228,360                | 18,510                              | 209,436              | 131%                       | 159,653                |
| 32201 · Sewer Tap Fees                          | 60,000                                | 447,000                | 621%                       | 72,000                 | 63,000                              | 237,000              | 125%                       | 189,000                |
| 32204 · Sewer Deposit Refunds                   | (67)                                  | (885)                  | 80%                        | (1,100)                | (195)                               | (1,028)              | 67%                        | (1,540)                |
| Transfer from Utility Fund Surplus              | -                                     | -                      | 0%                         | 49,554                 | -                                   | -                    |                            |                        |
| <b>Total Revenue</b>                            | <b>\$ 92,232</b>                      | <b>\$ 755,267</b>      | <b>211%</b>                | <b>\$ 358,564</b>      | <b>\$ 82,136</b>                    | <b>\$ 454,667</b>    | <b>129%</b>                | <b>\$ 352,319</b>      |
| <b>Expenditures</b>                             |                                       |                        |                            |                        |                                     |                      |                            |                        |
| <b>Operation &amp; Maintenance Expenditures</b> |                                       |                        |                            |                        |                                     |                      |                            |                        |
| Sewer Operation & Maintenance                   |                                       |                        |                            |                        |                                     |                      |                            |                        |
| 41304 · O&M Agreement                           | 3,600                                 | \$ 40,282              | 120%                       | \$ 33,570              | 3,376                               | \$ 61,804            | 131%                       | \$ 47,094              |
| 41305 · O&M Maintenance                         | 17,743                                | 51,199                 | 142%                       | \$ 36,000              | -                                   | -                    |                            |                        |
| 41308 · Electricity                             | 9                                     | 108                    | - %                        | -                      | -                                   | -                    | 0%                         | 42                     |
| 41310 · Sewer Treatment                         | 20,408                                | 188,016                | 81%                        | 231,794                | (19,485.95)                         | 160,241              | 205%                       | 78,000                 |
| 41312 · Tap Fee Developer Rebate                | 36,000                                | 268,200                | 621%                       | 43,200                 | 37,800                              | 142,200              | 125%                       | 113,400                |
| <b>Total Operations Expenditures</b>            | <b>\$ 77,760</b>                      | <b>\$ 547,804</b>      | <b>159%</b>                | <b>\$ 344,564</b>      | <b>\$ 21,690</b>                    | <b>\$ 364,245</b>    | <b>153%</b>                | <b>\$ 238,536</b>      |
| <b>600 · General &amp; Administrative Exp</b>   | <b>\$ 3,493</b>                       | <b>\$ 57,771</b>       | <b>413%</b>                | <b>\$ 14,000</b>       | <b>1,133</b>                        | <b>\$ 10,681</b>     | <b>81%</b>                 | <b>\$ 13,260</b>       |
| <b>Total Expenditures</b>                       | <b>81,253</b>                         | <b>\$ 605,575</b>      | <b>169%</b>                | <b>\$ 358,564</b>      | <b>22,823</b>                       | <b>\$ 374,926</b>    | <b>149%</b>                | <b>\$ 251,796</b>      |
| <b>Surplus (Deficit)</b>                        | <b>\$ 10,979</b>                      | <b>\$ 149,692</b>      | <b>- %</b>                 | <b>\$ -</b>            | <b>59,313</b>                       | <b>\$ 79,742</b>     | <b>79%</b>                 | <b>\$ 100,523</b>      |

City of McLendon Chisholm  
Preliminary Interest Sinking Fund Financial Summary  
For the twelve months ended September 30, 2020

|                                           | Current Period Revenue & Expenditures |         |                           |                            | Prior Period Revenue & Expenditures |                   |         |                      |                            |                        |
|-------------------------------------------|---------------------------------------|---------|---------------------------|----------------------------|-------------------------------------|-------------------|---------|----------------------|----------------------------|------------------------|
|                                           | September<br>2020                     | Actuals | Current<br>YTD<br>Actuals | % of Budget<br>Current YTD | FY 2019-2020<br>Budget              | September<br>2019 | Actuals | Prior YTD<br>Actuals | % of Budget<br>Current YTD | FY 2018-2019<br>Budget |
| Revenue                                   |                                       |         |                           |                            |                                     |                   |         |                      |                            |                        |
| Ad Valorem Tax                            |                                       |         |                           |                            |                                     |                   |         |                      |                            |                        |
| 317 · Ad Valorem Tax                      | \$                                    | 186     | 118,094                   | 110%                       | \$ 107,426                          | \$                | 174     | \$ 257,215           | 112%                       | \$ 228,985             |
| 306 · Interest Income                     |                                       | 378     | 9,739                     | - %                        | 3,250                               |                   | 408     | 2,359                | - %                        | -                      |
| Transfer from Excess Bond Proceeds        |                                       |         | -                         | - %                        | -                                   |                   |         | -                    | - %                        | -                      |
| Transfer From Interest & Sinking Surplus  |                                       |         | 15,761                    | 51%                        | 30,968                              |                   |         | -                    | - %                        | -                      |
| Total Revenue and Transfers In            | \$                                    | 564     | 143,594                   | 101%                       | \$ 141,644                          | \$                | 582     | \$ 259,573           | 113%                       | \$ 228,985             |
| Expenditures                              |                                       |         |                           |                            |                                     |                   |         |                      |                            |                        |
| 628 · Bank Fees Expense                   | \$                                    | 750     | 5,100                     |                            |                                     |                   |         | \$ 4,350             |                            |                        |
| 660 · Bond Interest Expense               |                                       | 4,823   | 57,876                    | 100%                       | \$ 58,113                           |                   | 4,989   | \$ 59,863            | 100%                       | \$ 59,862              |
| 802 · Bond Cost Amortization              |                                       |         | (0)                       | 0%                         | 2,912                               |                   | (2,669) | \$ 1                 | - %                        | -                      |
| 803 · Bond Premium Amortization           |                                       | (782)   | (9,382)                   | 100%                       | (9,381)                             |                   | (828)   | \$ (9,942)           | - %                        | -                      |
| Transfer To Bond Principal                |                                       |         | 90,000                    | 100%                       | 90,000                              |                   |         | \$ 85,000            | 100%                       | 85,000                 |
| Transfer to Early Redemption Sinking Fund |                                       |         |                           | - %                        | -                                   |                   |         | \$ 78,473            | 100%                       | 78,512                 |
| Total Expenditures and Transfers Out      | \$                                    | 4,791   | 143,594                   | 101%                       | \$ 141,644                          | \$                | 1,491   | \$ 217,744           | 97%                        | \$ 223,374             |
| Surplus (Deficit)                         | \$                                    | (4,228) | -                         | - %                        | \$ -                                | \$                | (909)   | \$ 41,829            | 745%                       | \$ 5,611               |

**City of McLendon Chisholm**  
**Detail Statement of Revenue & Expenditures by Fund**  
**For the Month of September, 2020**

|                                           | Interest and Sinking<br>Fund | Operating<br>Fund | Public<br>Safety | Utilities<br>Fund |
|-------------------------------------------|------------------------------|-------------------|------------------|-------------------|
| <b>Revenue</b>                            |                              |                   |                  |                   |
| 302 · Franchise Income                    |                              |                   |                  |                   |
| 30213-1 · Community Waste Disposal        | 0.00                         | 7,724.23          | 0.00             | 0.00              |
| 30220 · Oncor Electric Delivery           | 0.00                         | 9,899.75          | 0.00             | 0.00              |
| 30222 · Peoples                           | 0.00                         | 42.66             | 0.00             | 0.00              |
| <b>Total 302 · Franchise Income</b>       | <b>0.00</b>                  | <b>17,666.64</b>  | <b>0.00</b>      | <b>0.00</b>       |
| 303 · Development Income                  |                              |                   |                  |                   |
| 30302 · Zoning Change                     | 0.00                         | 400.00            | 0.00             | 0.00              |
| 30304 · Plat Income                       | 0.00                         | 4,245.00          | 0.00             | 0.00              |
| <b>Total 303 · Development Income</b>     | <b>0.00</b>                  | <b>4,645.00</b>   | <b>0.00</b>      | <b>0.00</b>       |
| 304 · Building Permit Income              |                              |                   |                  |                   |
| 30401 · Contractor Registration Fee Inc   | 0.00                         | 400.00            | 0.00             | 0.00              |
| 30403 · Certificate of Occupancy          | 0.00                         | 150.00            | 0.00             | 0.00              |
| 30404 · Inspection Income                 | 0.00                         | 20,775.00         | 0.00             | 0.00              |
| 30405 · Building Permit & Plan Review     | 0.00                         | 103,587.12        | 0.00             | 0.00              |
| 30408 · Swimming Pool Permits             | 0.00                         | 4,000.00          | 0.00             | 0.00              |
| <b>Total 304 · Building Permit Income</b> | <b>0.00</b>                  | <b>128,912.12</b> | <b>0.00</b>      | <b>0.00</b>       |
| 306 · Interest Income                     |                              |                   |                  |                   |
| 30600 · Alliance Interest Income          | 0.00                         | 29.94             | 0.00             | 66.31             |
| 30602 · Logic Interest Income             | 0.01                         | 1,289.28          | 0.00             | 90.64             |
| 30603 · Tex Pool Interest Income          | 0.00                         | 2.31              | 0.00             | 0.00              |
| 30607 · Wilmington Accrued Int Income     | 377.64                       | 0.00              | 0.00             | 0.00              |
| <b>Total 306 · Interest Income</b>        | <b>377.65</b>                | <b>1,321.53</b>   | <b>0.00</b>      | <b>156.95</b>     |
| 308 · Septic Fees                         |                              |                   |                  |                   |
| 30801 · OSSF Fee Income                   | 0.00                         | 1,650.00          | 0.00             | 0.00              |
| <b>Total 308 · Septic Fees</b>            | <b>0.00</b>                  | <b>1,650.00</b>   | <b>0.00</b>      | <b>0.00</b>       |
| 310 · Sales Tax Revenue                   | 0.00                         | 31,501.95         | 0.00             | 0.00              |
| 313 · Donations                           |                              |                   |                  |                   |
| 313.2 · Veterans Memorial Fundraising C   | 0.00                         | 120.00            | 0.00             | 0.00              |
| 313 · Donations - Other                   | 0.00                         | 0.00              | 150.00           | 0.00              |
| <b>Total 313 · Donations</b>              | <b>0.00</b>                  | <b>120.00</b>     | <b>150.00</b>    | <b>0.00</b>       |
| 317 · Ad Valorem Tax                      |                              |                   |                  |                   |

**City of McLendon Chisholm**  
**Detail Statement of Revenue & Expenditures by Fund**  
**For the Month of September, 2020**

|                                                   | Interest and Sinking<br>Fund | Operating<br>Fund | Public<br>Safety | Utilities<br>Fund |
|---------------------------------------------------|------------------------------|-------------------|------------------|-------------------|
| 31701 · Ad Valorem Tax - M&O                      | 0.00                         | 693.20            | 0.00             | 0.00              |
| 31702 · Ad Valorem Tax - City Hall                | 135.72                       | 0.00              | 0.00             | 0.00              |
| 31703 · Ad Valorem Refunds - M&O                  | 0.00                         | 0.00              | 0.00             | 0.00              |
| 31705 · Ad Valorem Tax - Prior Years              | 23.27                        | 37.09             | 0.00             | 0.00              |
| 31706 · Ad Valorem Tax - Penalty                  | 15.03                        | 66.96             | 0.00             | 0.00              |
| 31708 · Ad Valorem Refunds - City Hall            | 0.00                         | 0.00              | 0.00             | 0.00              |
| 31709 · Ad Valorem Tax - Interest                 | 11.99                        | 39.37             | 0.00             | 0.00              |
| 31710 · Ad Valorem Tax - Misc Adj                 | 0.00                         | 0.00              | 0.00             | 0.00              |
| 37112 · Ad Valorem Business Property              | 0.00                         | 0.00              | 0.00             | 0.00              |
| <b>Total 317 · Ad Valorem Tax</b>                 | <b>186.01</b>                | <b>836.62</b>     | <b>0.00</b>      | <b>0.00</b>       |
| 319 · Grants                                      | 0.00                         | 0.00              | 21,101.78        | 0.00              |
| 321 · Credit Card Fee Revenue                     | 0.00                         | 126.89            | 0.00             | 0.00              |
| 322 · Sewer Utility Revenue                       |                              |                   |                  |                   |
| 32200 · Sewer Usage Fees                          | 0.00                         | 0.00              | 0.00             | 32,142.25         |
| 32201 · Sewer Tap Fees                            | 0.00                         | 0.00              | 0.00             | 60,000.00         |
| 32204 · Sewer Deposit Refunds                     | 0.00                         | 0.00              | 0.00             | -67.25            |
| <b>Total 322 · Sewer Utility Revenue</b>          | <b>0.00</b>                  | <b>0.00</b>       | <b>0.00</b>      | <b>92,075.00</b>  |
| <b>Total Income</b>                               | <b>563.66</b>                | <b>186,780.75</b> | <b>21,251.78</b> | <b>92,231.95</b>  |
| <b>Gross Profit</b>                               | <b>563.66</b>                | <b>186,780.75</b> | <b>21,251.78</b> | <b>92,231.95</b>  |
| <b>Expense</b>                                    |                              |                   |                  |                   |
| 400 · Operating Expenditures                      |                              |                   |                  |                   |
| 410 · Building Inspections                        |                              |                   |                  |                   |
| 41003 · Building Inspections                      | 0.00                         | 24,300.00         | 0.00             | 0.00              |
| 41004 · Engineer Fees                             | 0.00                         | 0.00              | 0.00             | 0.00              |
| <b>Total 410 · Building Inspections</b>           | <b>0.00</b>                  | <b>24,300.00</b>  | <b>0.00</b>      | <b>0.00</b>       |
| 411 · Environment Regulation Expense              |                              |                   |                  |                   |
| 41101 · Septic Inspection Fee                     | 0.00                         | 900.00            | 0.00             | 0.00              |
| 41102 · TCEQ                                      | 0.00                         | 20.00             | 0.00             | 0.00              |
| <b>Total 411 · Environment Regulation Expense</b> | <b>0.00</b>                  | <b>920.00</b>     | <b>0.00</b>      | <b>0.00</b>       |
| 414 · Animal Control                              | 0.00                         | 1,590.42          | 0.00             | 0.00              |
| <b>Total 400 · Operating Expenditures</b>         | <b>0.00</b>                  | <b>26,810.42</b>  | <b>0.00</b>      | <b>0.00</b>       |
| 413 · Sewer Operation & Maintenance               |                              |                   |                  |                   |
| 41304 · O&M Agreement                             | 0.00                         | 0.00              | 0.00             | 3,600.00          |

**City of McLendon Chisholm**  
**Detail Statement of Revenue & Expenditures by Fund**  
**For the Month of September, 2020**

|                                                      | Interest and Sinking<br>Fund | Operating<br>Fund | Public<br>Safety | Utilities<br>Fund |
|------------------------------------------------------|------------------------------|-------------------|------------------|-------------------|
| 41305 · Nonstandard O&M Expense                      | 0.00                         | 0.00              | 0.00             | 17,743.08         |
| 41308 · Electricity                                  | 0.00                         | 0.00              | 0.00             | 8.79              |
| 41310 · Sewer Treatment                              | 0.00                         | 0.00              | 0.00             | 20,408.18         |
| 41312 · Tap Fee Developer Rebate                     | 0.00                         | 0.00              | 0.00             | 36,000.00         |
| <b>Total 413 · Sewer Operation &amp; Maintenance</b> | <b>0.00</b>                  | <b>0.00</b>       | <b>0.00</b>      | <b>77,760.05</b>  |
| <b>430 · Public Safety</b>                           |                              |                   |                  |                   |
| 43002 · Fuel                                         | 0.00                         | 0.00              | 554.32           | 0.00              |
| 43003 · Maintenance & Repair - Vehicles              | 0.00                         | 0.00              | 3,886.29         | 0.00              |
| 43004 · Maintenance & Repair - Station               | 0.00                         | 0.00              | 531.29           | 0.00              |
| 43005 · Gear and Supplies                            | 0.00                         | 0.00              | 1,702.10         | 0.00              |
| 43009 · Training                                     | 0.00                         | 0.00              | 1,558.40         | 0.00              |
| 43035 · Street Lights                                | 0.00                         | 0.00              | 247.23           | 0.00              |
| <b>Total 430 · Public Safety</b>                     | <b>0.00</b>                  | <b>0.00</b>       | <b>8,479.63</b>  | <b>0.00</b>       |
| <b>500 · Occupancy Expenditures</b>                  |                              |                   |                  |                   |
| 502 · Electricity                                    | 0.00                         | 297.40            | 429.91           | 0.00              |
| 506 · Water                                          | 0.00                         | 284.46            | 34.47            | 0.00              |
| 514 · Building Maint/Improvements                    | 0.00                         | 570.50            | 0.00             | 0.00              |
| 516 · Lawn Maintenance                               | 0.00                         | 684.94            | 0.00             | 0.00              |
| 520 · Telephone & Internet                           | 0.00                         | 693.77            | 199.69           | 0.00              |
| <b>Total 500 · Occupancy Expenditures</b>            | <b>0.00</b>                  | <b>2,531.07</b>   | <b>664.07</b>    | <b>0.00</b>       |
| <b>600 · General &amp; Administrative Exp</b>        |                              |                   |                  |                   |
| <b>606 · Employee Costs</b>                          |                              |                   |                  |                   |
| 60601 · Staff Salaries                               | 0.00                         | 12,309.78         | 33,734.88        | 0.00              |
| 60602 · Hourly PTO 0 - 36 months                     | 0.00                         | 566.35            | 0.00             | 0.00              |
| 60604 · Holiday Pay                                  | 0.00                         | 617.21            | 1,330.80         | 0.00              |
| 60605 · Hourly FF Banked Holiday Pay                 | 0.00                         | 0.00              | 409.20           | 0.00              |
| 60609 · Payroll Tax Expense                          | 0.00                         | 1,032.24          | 2,667.20         | 0.00              |
| 60610 · Payroll Processing Fees                      | 0.00                         | 64.33             | 0.00             | 0.00              |
| 60612 · Retirement Plan Contributions                | 0.00                         | 182.70            | 402.49           | 0.00              |
| 60613 · Health Insurance Expense                     | 0.00                         | 1,590.48          | 4,771.44         | 0.00              |

**City of McLendon Chisholm**  
**Detail Statement of Revenue & Expenditures by Fund**  
**For the Month of September, 2020**

|                                                     | Interest and Sinking<br>Fund | Operating<br>Fund | Public<br>Safety  | Utilities<br>Fund |
|-----------------------------------------------------|------------------------------|-------------------|-------------------|-------------------|
| 60614 · Dental Insurance Expense                    | 0.00                         | 117.42            | 352.26            | 0.00              |
| 60615 · Vision Insurance                            | 0.00                         | 20.52             | 41.04             | 0.00              |
| <b>Total 606 · Employee Costs</b>                   | <b>0.00</b>                  | <b>16,501.03</b>  | <b>43,709.31</b>  | <b>0.00</b>       |
| 619 · Software Subscriptions                        | 0.00                         | 542.36            | 0.00              | 0.00              |
| 621 · IT Support                                    | 0.00                         | 775.00            | 0.00              | 0.00              |
| 622 · Office Supplies - City Hall                   | 0.00                         | 945.35            | 0.00              | 0.00              |
| 623 · Office Equipment                              | 0.00                         | 149.49            | 0.00              | 0.00              |
| 624 · Office Equip Maintenance                      | 0.00                         | 3,237.26          | 0.00              | 0.00              |
| 625 · Printed Materials                             | 0.00                         | 1,855.00          | 0.00              | 0.00              |
| 626 · Postage-City Hall                             | 0.00                         | 100.00            | 0.00              | 0.00              |
| 628 · Bank Fees                                     |                              |                   |                   |                   |
| 62801 · Service Charges                             | 0.00                         | 158.13            | 0.00              | 0.00              |
| 62803 · Willmington Trust Fees                      | 750.00                       | 0.00              | 0.00              | 0.00              |
| <b>Total 628 · Bank Fees</b>                        | <b>750.00</b>                | <b>158.13</b>     | <b>0.00</b>       | <b>0.00</b>       |
| 630 · Legal & Professional                          |                              |                   |                   |                   |
| 63001 · Accounting & Payroll Services               | 0.00                         | 4,454.00          | 0.00              | 1,143.00          |
| 63003 · Legal                                       | 0.00                         | 130.00            | 0.00              | 0.00              |
| 63008 · Financial Consulting                        | 0.00                         | 2,600.00          | 0.00              | 0.00              |
| 63010 · Sewer Line Design Study                     | 0.00                         | 0.00              | 0.00              | 2,350.00          |
| <b>Total 630 · Legal &amp; Professional</b>         | <b>0.00</b>                  | <b>7,184.00</b>   | <b>0.00</b>       | <b>3,493.00</b>   |
| 646 · Mileage Expense                               | 0.00                         | 0.00              | 0.00              | 0.00              |
| 647 · Council Meetings & Development                | 0.00                         | 11.96             | 0.00              | 0.00              |
| 660 · Bond Interest Expense                         | 4,823.39                     | 0.00              | 0.00              | 0.00              |
| 699 · Miscellaneous Expenses                        | 0.00                         | 715.00            | 0.00              | 0.00              |
| <b>Total 600 · General &amp; Administrative Exp</b> | <b>5,573.39</b>              | <b>32,174.58</b>  | <b>43,709.31</b>  | <b>3,493.00</b>   |
| <b>Total Expense</b>                                | <b>5,573.39</b>              | <b>61,516.07</b>  | <b>52,853.01</b>  | <b>81,253.05</b>  |
| <b>Net Ordinary Income</b>                          | <b>-5,009.73</b>             | <b>125,264.68</b> | <b>-31,601.23</b> | <b>10,978.90</b>  |
| <b>Other Income/Expense</b>                         |                              |                   |                   |                   |
| Other Expense                                       |                              |                   |                   |                   |
| 803 · Bond Premium Amortization                     | -781.71                      | 0.00              | 0.00              | 0.00              |
| <b>Total Other Expense</b>                          | <b>-781.71</b>               | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       |
| <b>Net Other Income</b>                             | <b>781.71</b>                | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       |
| <b>Net Surplus (Deficit)</b>                        | <b>-4,228.02</b>             | <b>125,264.68</b> | <b>-31,601.23</b> | <b>10,978.90</b>  |

City of McLendon Chisholm  
Public Safety Detail Report  
For the twelve months ended September 30, 2020

|                                           | Oct-19           | Nov-19           | Dec-19           | Jan-20           | Feb-20           | Mar-20           | Apr-20           | May-20           | Jun-20           | Jul-20           | Aug-20           | Sep-20           | YTD               |
|-------------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| Revenue                                   |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |
| Income                                    |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |
| 313 · Donations                           | 300.00           | 0.00             | 0.00             | 0.00             | 265.00           | 0.00             | 200.00           | 0.00             | 0.00             | 0.00             | 0.00             | 150.00           | 915.00            |
| 316 · County Contract                     | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 77,500.00        | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 77,500.00         |
| 319 · Grants                              | 5,983.97         | 26,313.89        | 26,313.89        | 21,939.87        | 23,787.82        | 18,949.44        | 22,450.58        | 21,186.46        | 30,115.63        | 19,507.34        | 20,300.93        | 21,101.78        | 257,951.60        |
| <b>Total Income</b>                       | <b>6,283.97</b>  | <b>26,313.89</b> | <b>26,313.89</b> | <b>21,939.87</b> | <b>24,052.82</b> | <b>96,449.44</b> | <b>22,650.58</b> | <b>21,186.46</b> | <b>30,115.63</b> | <b>19,507.34</b> | <b>20,300.93</b> | <b>21,251.78</b> | <b>336,366.60</b> |
| Gross Profit                              | 6,283.97         | 26,313.89        | 26,313.89        | 21,939.87        | 24,052.82        | 96,449.44        | 22,650.58        | 21,186.46        | 30,115.63        | 19,507.34        | 20,300.93        | 21,251.78        | 336,366.60        |
| Expense                                   |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |
| 400 · Operating Expenditures              |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |
| 418 · Membership Fees                     | 0.00             | 70.00            | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 70.00             |
| <b>Total 400 · Operating Expenditures</b> | <b>0.00</b>      | <b>70.00</b>     | <b>0.00</b>      | <b>0.00</b>      | <b>0.00</b>      | <b>0.00</b>      | <b>0.00</b>      | <b>0.00</b>      | <b>0.00</b>      | <b>0.00</b>      | <b>0.00</b>      | <b>0.00</b>      | <b>70.00</b>      |
| 430 · Public Safety                       |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |
| 43001 · Liability Insurance               | 7,730.24         | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 7,730.24          |
| 43002 · Fuel                              | 914.51           | 726.28           | 775.31           | 1,004.33         | 879.83           | 781.47           | 927.38           | 891.76           | 883.54           | 572.64           | 715.53           | 554.32           | 9,626.90          |
| 43003 · Maintenance & Repair - Vehicles   | 53.99            | 1,270.27         | 3,650.12         | 1,338.51         | 345.86           | 1,727.43         | 5,072.12         | 2,202.81         | 1,776.41         | 1,072.63         | 115.65           | 3,886.29         | 22,512.09         |
| 43004 · Maintenance & Repair - Station    | 973.43           | 807.81           | 327.33           | 1,295.59         | 862.18           | 1,039.01         | 1,088.11         | 4,796.11         | 300.00           | 916.66           | 233.95           | 531.29           | 13,171.47         |
| 43005 · Gear and Supplies                 | 340.73           | 4,575.90         | 0.00             | 388.51           | 2,371.30         | 1,402.54         | 3,293.68         | 7,864.83         | 23,109.27        | 1,969.59         | 838.56           | 1,702.10         | 47,857.01         |
| 43006 · Compliance                        | 76.94            | 0.00             | 0.00             | 135.00           | 2,250.10         | 195.93           | 537.56           | 0.00             | 0.00             | 128.00           | 510.00           | 0.00             | 3,833.53          |
| 43007 · Communications                    | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 14,741.24        | 0.00             | 14,741.24         |
| 43008 · Dispatch                          | 10,000.00        | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 10,000.00         |
| 43009 · Training                          | 736.45           | 150.00           | 1,051.25         | 0.00             | 1,330.00         | 0.00             | 61.87            | 2,230.46         | 30.00            | 0.00             | 0.00             | 1,558.40         | 7,148.43          |
| 43010 · Software                          | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 115.00           | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 115.00            |
| 43011 · Lawn Equipment & Maintenance      | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 834.57           | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 834.57            |
| 43030 · EMS                               | 1,691.66         | 0.00             | 0.00             | 1,079.16         | 0.00             | 1,079.15         | 0.00             | 0.00             | 1,079.15         | 0.00             | 0.00             | 0.00             | 4,929.12          |
| 43035 · Street Lights                     | 243.51           | 243.54           | 231.33           | 243.50           | 243.54           | 243.54           | 232.04           | 232.04           | 231.46           | 232.04           | 243.90           | 247.23           | 2,867.67          |
| <b>Total 430 · Public Safety</b>          | <b>22,761.46</b> | <b>7,773.80</b>  | <b>6,035.34</b>  | <b>5,484.60</b>  | <b>8,282.81</b>  | <b>7,418.64</b>  | <b>11,212.76</b> | <b>18,218.01</b> | <b>27,409.83</b> | <b>4,891.56</b>  | <b>17,398.83</b> | <b>8,479.63</b>  | <b>145,367.27</b> |
| 500 · Occupancy Expenditures              |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |
| 502 · Electricity                         | 350.26           | 256.72           | 235.21           | 279.90           | 264.90           | 275.94           | 229.11           | 260.79           | 258.10           | 464.14           | 400.59           | 429.91           | 3,705.57          |
| 506 · Water                               | 30.55            | 49.47            | 33.17            | 50.12            | 28.59            | 34.47            | 39.04            | 40.35            | 39.70            | 37.08            | 33.82            | 34.47            | 450.83            |
| 512 · Trash                               | 111.61           | 111.61           | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 223.22            |
| 516 · Lawn Maintenance                    | 120.00           | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 120.00            |
| 520 · Telephone & Internet                | 200.30           | 450.90           | 0.00             | 210.08           | 189.95           | 199.41           | 189.24           | 189.24           | 189.24           | 189.78           | 189.62           | 199.69           | 2,397.45          |
| 525 · Penalties                           | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 2.81             | 2.29             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 5.10              |
| <b>Total 500 · Occupancy Expenditures</b> | <b>812.72</b>    | <b>868.70</b>    | <b>268.38</b>    | <b>540.10</b>    | <b>483.44</b>    | <b>512.63</b>    | <b>459.68</b>    | <b>490.38</b>    | <b>487.04</b>    | <b>691.00</b>    | <b>624.03</b>    | <b>664.07</b>    | <b>6,902.17</b>   |
| 600 · General & Administrative Exp        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |
| 606 · Employee Costs                      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |
| 60601 · Staff Salaries                    | 33,879.94        | 52,890.28        | 37,881.41        | 31,085.65        | 37,283.26        | 32,539.81        | 32,683.92        | 58,105.47        | 35,036.48        | 34,216.72        | 34,327.04        | 33,734.88        | 453,664.86        |
| 60602 · Hourly PTO 0 - 36 months          | 0.00             | 0.00             | 0.00             | 1,209.92         | 0.00             | 369.84           | 409.20           | 476.48           | 0.00             | 1,185.21         | 0.00             | 0.00             | 3,650.65          |
| 60604 · Holiday Pay                       | 0.00             | 0.00             | 0.00             | 1,959.39         | 0.00             | 0.00             | 0.00             | 0.00             | 327.48           | 736.34           | 0.00             | 1,330.80         | 4,354.01          |
| 60605 · Hourly FF Banked Holiday Pay      | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 0.00             | 1,849.20         | 0.00             | 0.00             | 0.00             | 409.20           | 2,258.40          |



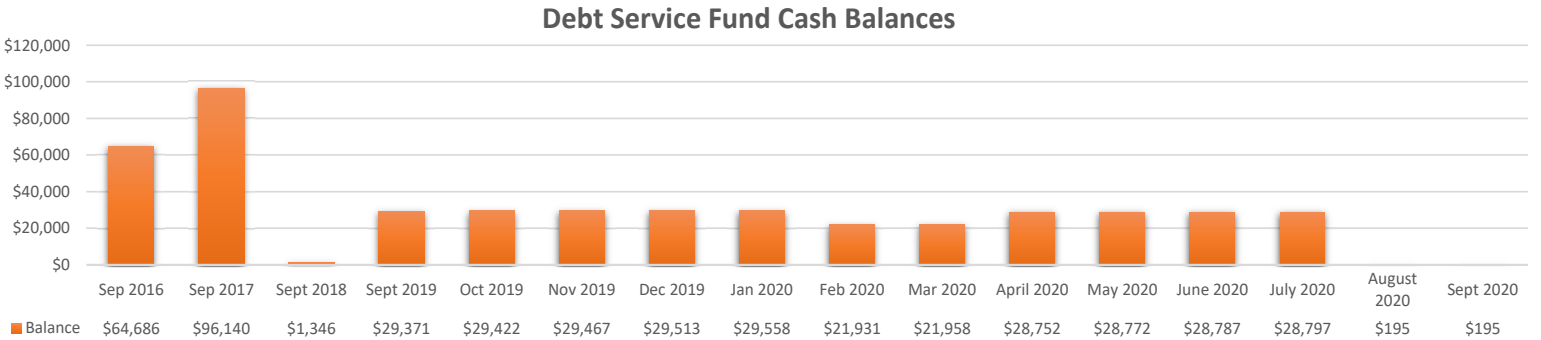
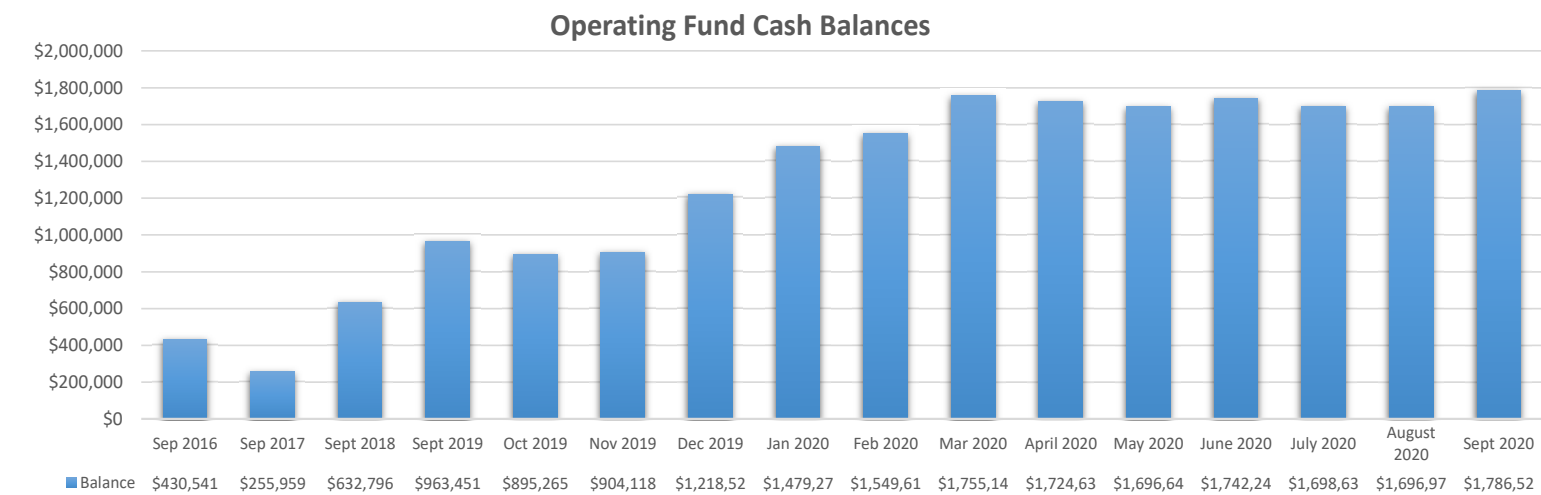
**City of McLendon Chisholm**  
**Public Safety Detail Report**  
**For the twelve months ended September 30, 2020**

|                                                     |                   |                   |                   |                   |                   |                  |                   |                   |                   |                   |                   |                   |                    |
|-----------------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| 60609 · Payroll Tax Expense                         | 2,518.23          | 3,936.29          | 2,824.71          | 2,547.33          | 2,778.97          | 2,602.90         | 2,458.45          | 4,347.68          | 2,650.63          | 2,709.82          | 2,571.29          | 2,667.20          | 34,613.50          |
| 60611 · Employee Screening                          | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00             | 145.00            | 0.00              | 0.00              | 605.00            | 250.00            | 0.00              | 1,000.00           |
| 60612 · Retirement Plan Contributions               | 2,362.54          | 3,555.70          | 2,383.26          | 400.46            | 427.96            | 414.10           | 378.73            | 705.57            | 459.20            | 405.99            | 407.30            | 402.49            | 12,303.30          |
| 60613 · Health Insurance Expense                    | 3,261.86          | 3,261.86          | 3,227.66          | 2,933.31          | 2,896.74          | 2,933.31         | 5,614.01          | 4,155.92          | 3,579.27          | 3,579.27          | 3,579.27          | 4,771.44          | 43,793.92          |
| 60614 · Dental Insurance Expense                    | 0.00              | 0.00              | 0.00              | 294.35            | 294.63            | 294.35           | 353.22            | 412.09            | 353.22            | 353.22            | 353.22            | 352.26            | 3,060.56           |
| 60615 · Vision Insurance                            | 0.00              | 0.00              | 0.00              | 34.20             | 32.56             | 34.20            | 34.20             | 61.56             | 54.72             | 41.04             | 41.04             | 41.04             | 374.56             |
| 60616 · Disability Insurance                        | 2,119.24          | 0.00              | 0.00              | 0.00              | 0.00              | 0.00             | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 2,119.24           |
| 60618 · Salary PTO 0 - 36 months                    | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 2,072.25         | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 2,072.25           |
| 60621 · Unemployment Benefits                       | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00             | 18.72             | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 18.72              |
| <b>Total 606 · Employee Costs</b>                   | <b>44,141.81</b>  | <b>63,644.13</b>  | <b>46,317.04</b>  | <b>40,464.61</b>  | <b>43,714.12</b>  | <b>41,260.76</b> | <b>42,095.45</b>  | <b>70,113.97</b>  | <b>42,461.00</b>  | <b>43,832.61</b>  | <b>41,529.16</b>  | <b>43,709.31</b>  | <b>563,283.97</b>  |
| 610 · Payroll Tax Expense                           | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00             | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00               |
| 618 · Insurance                                     |                   |                   |                   |                   |                   |                  |                   |                   |                   |                   |                   |                   |                    |
| 61803 · Workmen's Comp Ins                          | 15,211.00         | 0.00              | 0.00              | 0.00              | 0.00              | 2,674.00         | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 17,885.00          |
| <b>Total 618 · Insurance</b>                        | <b>15,211.00</b>  | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>2,674.00</b>  | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>17,885.00</b>   |
| 619 · Software Subscriptions                        | 0.00              | 0.00              | 0.00              | 139.18            | 133.72            | 111.89           | 122.80            | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 507.59             |
| 628 · Bank Fees                                     |                   |                   |                   |                   |                   |                  |                   |                   |                   |                   |                   |                   |                    |
| 62806 · Interest Expense                            | 0.00              | 0.00              | 2,205.90          | 0.00              | 0.00              | 0.00             | 0.00              | 0.00              | 1,670.68          | 0.00              | 0.00              | 0.00              | 3,876.58           |
| <b>Total 628 · Bank Fees</b>                        | <b>0.00</b>       | <b>0.00</b>       | <b>2,205.90</b>   | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>      | <b>0.00</b>       | <b>0.00</b>       | <b>1,670.68</b>   | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>3,876.58</b>    |
| 652 · Staff Appreciation                            | 0.00              | 0.00              | 463.15            | 0.00              | 0.00              | 0.00             | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 463.15             |
| 699 · Miscellaneous Expenses                        | 0.00              | 6.92              | 0.00              | 0.00              | 0.00              | 0.00             | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 6.92               |
| <b>Total 600 · General &amp; Administrative Exp</b> | <b>59,352.81</b>  | <b>63,651.05</b>  | <b>48,986.09</b>  | <b>40,603.79</b>  | <b>43,847.84</b>  | <b>44,046.65</b> | <b>42,218.25</b>  | <b>70,113.97</b>  | <b>44,131.68</b>  | <b>43,832.61</b>  | <b>41,529.16</b>  | <b>43,709.31</b>  | <b>586,023.21</b>  |
| <b>Total Expense</b>                                | <b>82,926.99</b>  | <b>72,363.55</b>  | <b>55,289.81</b>  | <b>46,628.49</b>  | <b>52,614.09</b>  | <b>51,977.92</b> | <b>53,890.69</b>  | <b>88,822.36</b>  | <b>72,028.55</b>  | <b>49,415.17</b>  | <b>59,552.02</b>  | <b>52,853.01</b>  | <b>738,362.65</b>  |
| <b>Net Ordinary Income</b>                          | <b>-76,643.02</b> | <b>-46,049.66</b> | <b>-28,975.92</b> | <b>-24,688.62</b> | <b>-28,561.27</b> | <b>44,471.52</b> | <b>-31,240.11</b> | <b>-67,635.90</b> | <b>-41,912.92</b> | <b>-29,907.83</b> | <b>-39,251.09</b> | <b>-31,601.23</b> | <b>-401,996.05</b> |
| <b>Other Income/Expense</b>                         |                   |                   |                   |                   |                   |                  |                   |                   |                   |                   |                   |                   |                    |
| Other Income                                        |                   |                   |                   |                   |                   |                  |                   |                   |                   |                   |                   |                   |                    |
| 31300 · Gain on Sale of Asset                       | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00             | 0.00              | 0.00              | 3,000.00          | 0.00              | 0.00              | 0.00              | 3,000.00           |
| <b>Total Other Income</b>                           | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>      | <b>0.00</b>       | <b>0.00</b>       | <b>3,000.00</b>   | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>3,000.00</b>    |
| <b>Net Other Income</b>                             | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>      | <b>0.00</b>       | <b>0.00</b>       | <b>3,000.00</b>   | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>3,000.00</b>    |
| <b>Net Surplus (Deficit)</b>                        | <b>-76,643.02</b> | <b>-46,049.66</b> | <b>-28,975.92</b> | <b>-24,688.62</b> | <b>-28,561.27</b> | <b>44,471.52</b> | <b>-31,240.11</b> | <b>-67,635.90</b> | <b>-38,912.92</b> | <b>-29,907.83</b> | <b>-39,251.09</b> | <b>-31,601.23</b> | <b>-398,996.05</b> |

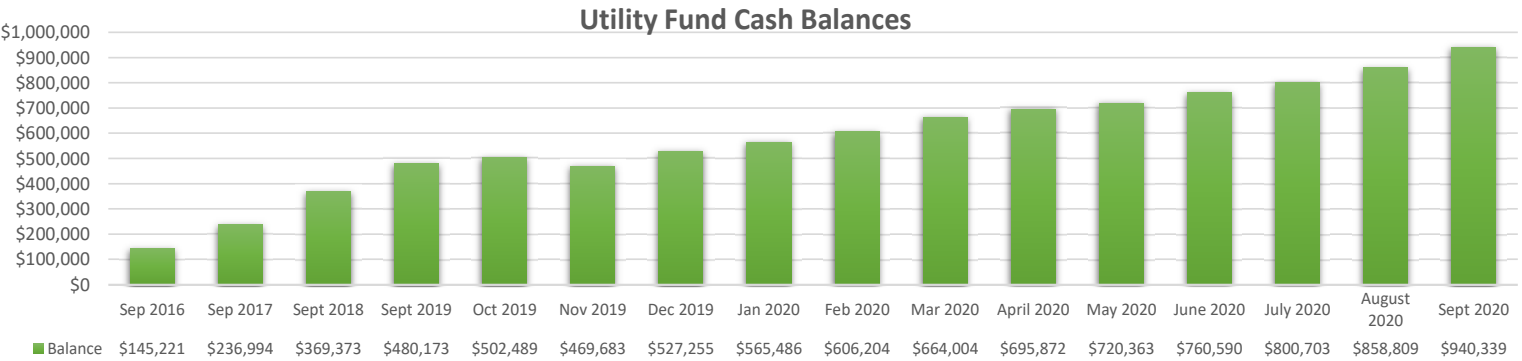
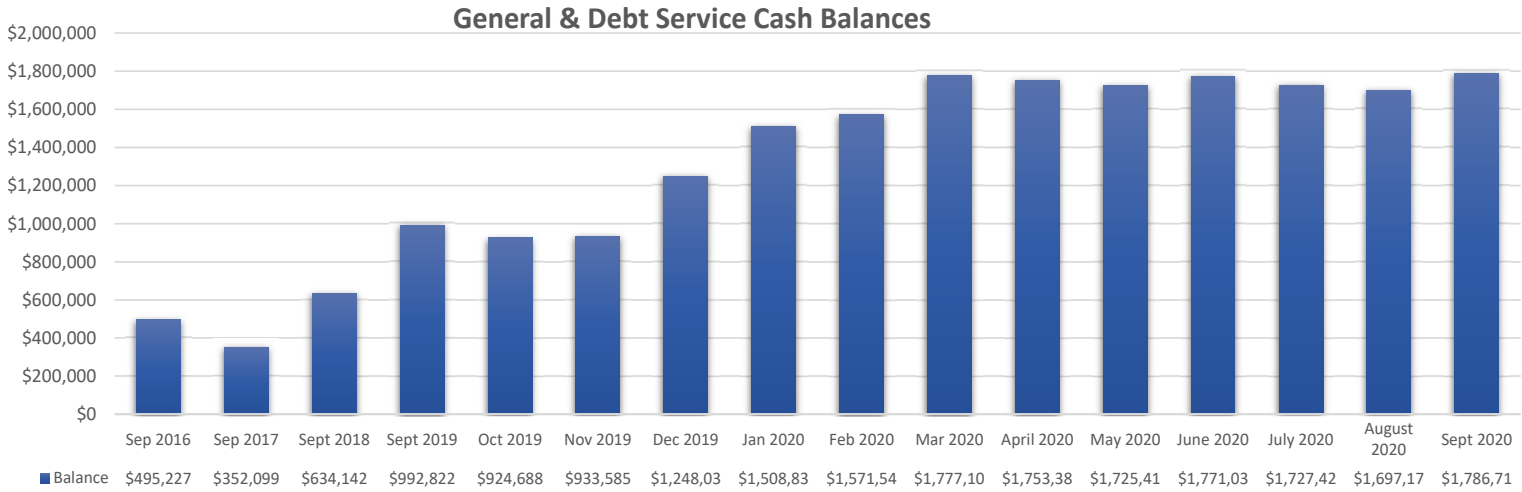
**City of McLendon Chisholm**  
**Cash Account Balances**  
**For the twelve months ended September 30, 2020**

| Fund                            | Account                                  | Sept 30,19       | Oct 31,19        | Nov 30,19        | Dec 31,19        | Jan 31,20        | Feb 28,20        | Mar 31,20        | April 30,20      | May 31,20        | June 30,20       | July 31,20       | Aug 31,20        |
|---------------------------------|------------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| I&S                             | 130 - 9003 Logic I&S Fund                | 29,371           | 29,422           | 29,467           | 29,513           | 29,558           | 21,931           | 21,958           | 28,752           | 28,772           | 28,787           | 28,797           | 195              |
| <b>I&amp;S Total</b>            |                                          | <b>29,371</b>    | <b>29,422</b>    | <b>29,467</b>    | <b>29,513</b>    | <b>29,558</b>    | <b>21,931</b>    | <b>21,958</b>    | <b>28,752</b>    | <b>28,772</b>    | <b>28,787</b>    | <b>28,797</b>    | <b>195</b>       |
| Operating                       | 100 - 3738 - Alliance Operating          | 370,625          | 301,503          | 309,458          | 622,951          | 909,619          | 626,726          | 831,148          | 206,491          | 176,479          | 218,963          | 173,184          | 169,904          |
| Operating                       | 103 - Texpool 300001                     | 18,961           | 18,992           | 19,018           | 19,044           | 19,070           | 19,094           | 19,110           | 19,117           | 19,122           | 19,125           | 19,128           | 19,131           |
| Operating                       | 125 - Logic - 9001 General Fund Reserves | 29,617           | 29,669           | 29,714           | 29,759           | 2,985            | 300,335          | 300,699          | 300,960          | 301,168          | 301,323          | 301,430          | 301,511          |
| Operating                       | 127 - 9004 Logic Operating               | 544,151          | 545,102          | 545,928          | 546,770          | 547,605          | 277,883          | 278,219          | 871,812          | 872,413          | 872,862          | 873,173          | 873,407          |
| Operating                       | 128 - 9005 Logic Fire Dept Reserve       | -                | -                | -                | -                | -                | 325,575          | 325,969          | 326,252          | 327,462          | 329,972          | 331,715          | 333,022          |
| <b>Operating Total</b>          |                                          | <b>963,353</b>   | <b>895,265</b>   | <b>904,118</b>   | <b>1,218,524</b> | <b>1,479,279</b> | <b>1,549,613</b> | <b>1,755,145</b> | <b>1,724,632</b> | <b>1,696,643</b> | <b>1,742,245</b> | <b>1,698,630</b> | <b>1,696,976</b> |
| Utility                         | 106 - 5071 - Alliance Utility Fund       | 178,334          | 200,122          | 166,858          | 223,962          | 261,730          | 177,960          | 235,241          | 266,737          | 290,932          | 330,938          | 370,898          | 428,888          |
| Utility                         | 126 - Logic - 9002 Utility Fund          | 301,840          | 302,367          | 302,825          | 303,293          | 303,756          | 428,244          | 428,763          | 429,135          | 429,431          | 429,652          | 429,805          | 429,921          |
| <b>Utility Total</b>            |                                          | <b>480,173</b>   | <b>502,489</b>   | <b>469,683</b>   | <b>527,255</b>   | <b>565,486</b>   | <b>606,204</b>   | <b>664,004</b>   | <b>695,872</b>   | <b>720,363</b>   | <b>760,590</b>   | <b>800,703</b>   | <b>858,809</b>   |
| <b>Total</b>                    |                                          | <b>1,472,898</b> | <b>1,427,177</b> | <b>1,403,268</b> | <b>1,775,292</b> | <b>2,074,323</b> | <b>2,177,749</b> | <b>2,441,107</b> | <b>2,449,256</b> | <b>2,445,778</b> | <b>2,531,622</b> | <b>2,528,130</b> | <b>2,555,979</b> |
| <b>New Fire Station Account</b> |                                          |                  |                  |                  |                  |                  |                  |                  |                  | <b>4,551,087</b> | <b>4,551,087</b> | <b>4,551,087</b> | <b>4,551,087</b> |

**City of McLendon Chisholm**  
**Cash Balance Report**  
**As of September 30, 2020**

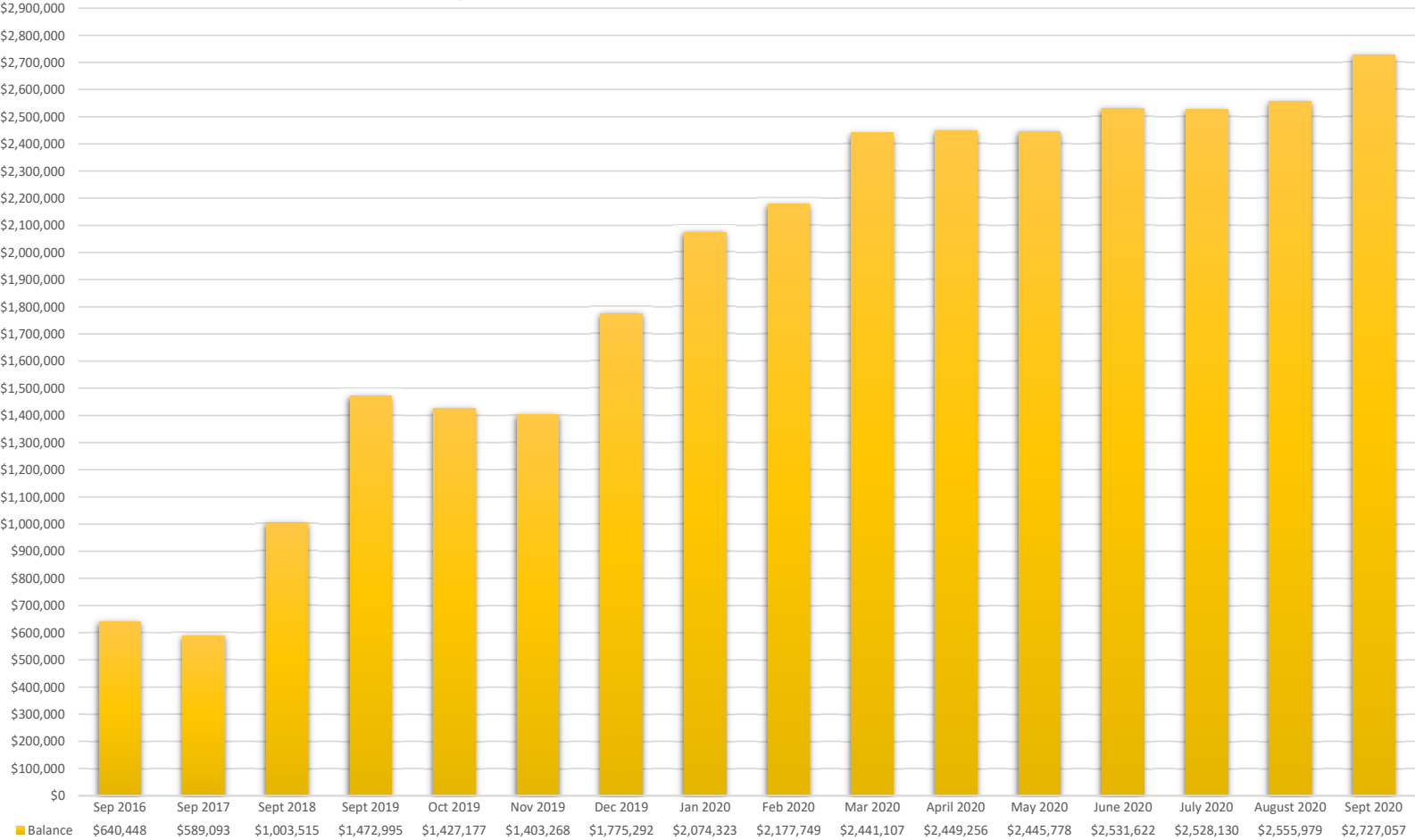


**City of McLendon Chisholm**  
**Cash Balance Report**  
**As of September 30, 2020**



**City of McLendon Chisholm  
Cash Balance Report  
As of September 30, 2020**

**Combined Cash Balances - All Funds  
(Excluding New Fire Station Fund of \$4,551,087)**



Incident Date between 2020-09-01 and 2020-09-30

| Incident Date | Incident Number | NFIRS Number | Incident Type Code | Incident Type                                      | District            | Status |
|---------------|-----------------|--------------|--------------------|----------------------------------------------------|---------------------|--------|
| 9/12/2020     | 20020-00341     | 0000345      | 320                | Emergency medical service incident, other          | City Limit District | 1      |
| 9/1/2020      | 2020-00329      | 0000329      | 321                | EMS call, excluding vehicle accident with injury   | County District     | 1      |
| 9/2/2020      | 2020-00330      | 0000330      | 321                | EMS call, excluding vehicle accident with injury   | City Limit District | 1      |
| 9/2/2020      | 2020-00331      | 0000334      | 321                | EMS call, excluding vehicle accident with injury   | County District     | 1      |
| 9/3/2020      | 2020-00332      | 0000331      | 311                | Medical assist, assist EMS crew                    | City Limit District | 1      |
| 9/4/2020      | 2020-00333      | 0000332      | 746                | Carbon monoxide detector activation, no CO         | City Limit District | 1      |
| 9/5/2020      | 2020-00334      | 0000333      | 324                | Motor vehicle accident with no injuries.           | County District     | 1      |
| 9/8/2020      | 2020-00335      | 0000335      | 321                | EMS call, excluding vehicle accident with injury   | City Limit District | 1      |
| 9/8/2020      | 2020-00336      | 0000336      | 743                | Smoke detector activation, no fire - unintentional | City Limit District | 1      |
| 9/8/2020      | 2020-00337      | 0000337      | 321                | EMS call, excluding vehicle accident with injury   | City Limit District | 1      |
| 9/9/2020      | 2020-00338      | 0000338      | 300                | Rescue, EMS incident, other                        | County District     | 1      |
| 9/10/2020     | 2020-00339      | 0000340      | 321                | EMS call, excluding vehicle accident with injury   | City Limit District | 1      |
| 9/13/2020     | 2020-00343      | 0000342      | 321                | EMS call, excluding vehicle accident with injury   | City Limit District | 1      |
| 9/12/2020     | 2020-00344      | 0000344      | 311                | Medical assist, assist EMS crew                    | City Limit District | 1      |
| 9/13/2020     | 2020-00344      | 0000343      | 321                | EMS call, excluding vehicle accident with injury   | County District     | 1      |
| 9/15/2020     | 2020-00346      | 0000350      | 321                | EMS call, excluding vehicle accident with injury   | City Limit District | 1      |
| 9/16/2020     | 2020-00348      | 0000346      | 321                | EMS call, excluding vehicle accident with injury   | County District     | 1      |
| 9/17/2020     | 2020-00349      | 0000347      | 743                | Smoke detector activation, no fire - unintentional | City Limit District | 1      |
| 9/18/2020     | 2020-00350      | 0000351      | 321                | EMS call, excluding vehicle accident with injury   | County District     | 1      |
| 9/19/2020     | 2020-00351      | 0000348      | 321                | EMS call, excluding vehicle accident with injury   | City Limit District | 1      |
| 9/19/2020     | 2020-00352      | 0000349      | 321                | EMS call, excluding vehicle accident with injury   | City Limit District | 1      |
| 9/23/2020     | 2020-00353      | 0000352      | 622                | No incident found on arrival at dispatch address   | County District     | 1      |

|           |             |         |     |                                                  |                     |   |
|-----------|-------------|---------|-----|--------------------------------------------------|---------------------|---|
| 9/24/2020 | 2020-00354  | 0000353 | 311 | Medical assist, assist EMS crew                  | County District     | 1 |
| 9/27/2020 | 2020-00355  | 0000354 | 311 | Medical assist, assist EMS crew                  | County District     | 1 |
| 9/28/2020 | 2020-00356  | 0000355 | 611 | Dispatched & canceled en route                   | County Mutual Aid   | 1 |
| 9/29/2020 | 2020-00357  | 0000356 | 143 | Grass fire                                       | County District     | 1 |
| 9/30/2020 | 2020-00359  | 0000358 | 311 | Medical assist, assist EMS crew                  | City Limit District | 1 |
| 9/30/2020 | 2020-00360  | 0000359 | 311 | Medical assist, assist EMS crew                  | City Limit District | 1 |
| 9/30/2020 | 2020-029185 | 0000357 | 162 | Outside equipment fire                           | County District     | 1 |
| 9/10/2020 | 2020-340    | 0000341 | 321 | EMS call, excluding vehicle accident with injury | County District     | 1 |

**Alarm Date between 2020-09-01 and 2020-09-30**

**Total Calls by District**

| <b>District</b>     | <b>2020-09-01</b> | <b>Total</b> |
|---------------------|-------------------|--------------|
| County District     | 12                | <b>12</b>    |
| City Limit District | 14                | <b>14</b>    |
| County Mutual Aid   | 1                 | <b>1</b>     |
| <b>Total</b>        | <b>27</b>         | <b>27</b>    |





# Community Waste Disposal Monthly Report to the City of McLendon-Chisholm

Jason Roemer *Municipal Coordinator*





# Municipal Recycling Program



## Single Stream Recycling

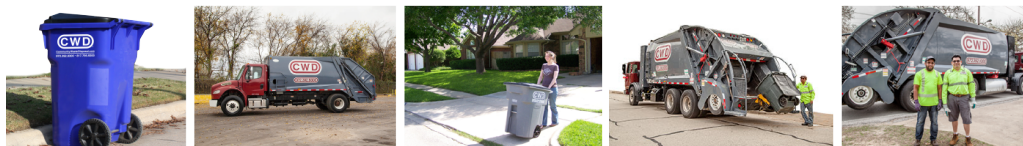
Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of McLendon-Chisholm are dedicated to the preservation of the Texas environment for future generations.

The chart below details the statistics of the CWD Residential Curbside Recycling Program.

|                              | Sep-2020 | Aug-2020 | Jul-2020 | Jun-2020 | May-2020 | Apr-2020 | Mar-2020 | Feb-2020 | Jan-2020 | Dec-2019 | Nov-2019 | Oct-2019 |
|------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>Homes</b>                 | 965      | 965      | 965      | 965      | 965      | 965      | 965      | 965      | 969      | 929      | 929      | 955      |
| <b>Resi Recy Tonnage</b>     | 29.78    | 26.58    | 51.32    | 26.34    | 53.81    | 50.33    | 25.31    | 9.75     | 21.72    | 36.60    | 20.05    | 9.91     |
| <b>Pounds / Home / Month</b> | 61.72    | 55.09    | 106.36   | 54.59    | 111.52   | 104.31   | 52.46    | 20.21    | 44.83    | 78.79    | 43.16    | 20.75    |



# Municipal Service Inquiries



## Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

|                               | Sep-2020 | Aug-2020 | Jul-2020 | Jun-2020 | May-2020 | Apr-2020 | Mar-2020 | Feb-2020 | Jan-2020 | Dec-2019 | Nov-2019 | Oct-2019 |
|-------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>Service Opportunities</b>  | 8,356    | 8,356    | 8,356    | 8,356    | 8,356    | 8,356    | 8,356    | 8,356    | 8,391    | 8,045    | 8,045    | 8,270    |
| <b>Service Inquiries</b>      | 3        | 35       | 15       | 15       | 4        | 12       | 14       | 20       | 11       | 1        | 3        | 18       |
| <b>Per 1,000 Service Opps</b> | 0.36     | 4.19     | 1.80     | 1.80     | 0.48     | 1.44     | 1.68     | 2.39     | 1.31     | 0.12     | 0.37     | 2.18     |



# Customer Service Inquiries - Detail



## Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the City of McLendon-Chisholm and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

### City Account Grievances for the Period of 09/01/2020 - 09/30/2020

| Date       | Account     | Address      | Service Type | Service Code               |
|------------|-------------|--------------|--------------|----------------------------|
| 09/29/2020 | 108255-1262 | TRACY HAINES | DELIVER      | DELIVER ASL                |
|            |             |              |              | <b>Total DELIVER: 1</b>    |
| 09/04/2020 | 108255-882  | SUZI DONAGHE | RESI-TRASH   | SERVICE TRASH CART         |
| 09/25/2020 | 108255-199  | BYRON DOBBS  | RESI-TRASH   | SERVICE TRASH CART         |
|            |             |              |              | <b>Total RESI-TRASH: 2</b> |
|            |             |              |              | <b>Total Inquiries: 3</b>  |

| Address                                    | Notes                                                                                                                                                                                                                                                                             | Code           |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Sep 25, 2020 1:57 PM<br>1068 frontier trl. | Welfare and number check performed with ACO A. jonston.<br><br>property has 16 horses on 2.87 acres of land. after inspection welfare of the animals was great but the amount of animals is over the 1 per acre limit. wrote 15 warnings and handed them directly to land owner   | Animal Control |
| Sep 24, 2020 10:08 AM<br>1760 amalfi dr    | callers daughter brought in a stray cat to the house and it started attacking everyone. on arrival i tried several times to knock and ring doorbell and no one came. when calling the number given it went straight to voicemail with a voicemailbox that was full. left location | Animal Control |
| Sep 23, 2020 2:40 PM<br>1371 w fm 550      | patrolled for strays<br>removed dead cat from roadway on kensington dr<br>removed dead armadillo from road way on Briar glen                                                                                                                                                      | Animal Control |
| Sep 22, 2020 10:05 AM<br>1321 arezzo ln    | picked up contained chocolate lab                                                                                                                                                                                                                                                 | Animal Control |
| Sep 17, 2020 9:59 AM<br>420 brair glen     | removed skunk from trap                                                                                                                                                                                                                                                           | Animal Control |
| Sep 16, 2020 1:36 PM<br>1371 w fm 550      | patrolled for strays<br>removed dead possum from E FM 550<br>removed dead raccoon from 1139                                                                                                                                                                                       | Animal Control |

| Address                                   | Notes                                                                                                                                                                                 | Code           |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Sep 11, 2020 5:00 PM<br>787 kensington dr | called for a great dane and pit mix running loose. on arrival i was able to locate and contain the dogs. both had microchips. after getting info dogs were taken home within the hour | Animal Control |
| Sep 9, 2020 2:13 PM<br>1371 w fm 550      | patrolled for strays<br>removed dead raccoon from road way on Prato ave                                                                                                               | Animal Control |
| Sep 2, 2020 3:38 PM<br>1371 w fm 550      | patrolled for strays<br>removed large turtle from road way on FM 1139                                                                                                                 | Animal Control |