ORDINANCE <u>CSO#5530-08-2024</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR THE PARKS AT PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT JC-1; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #3 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #3 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Burleson, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the City to be known as the Parks at Panchasarp Farms Public Improvement District JC-1 (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Johnson Central Appraisal District, and the signature of the property owners who owned taxable real property that constituted more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on February 4, 2019, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the PID Act and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution CSO# 981-02-2019 adopted by a majority of the members of the City Council, authorized and created the District in accordance with its finding as to the advisability of the Authorized Improvements (the "Authorization Resolution"), which authorization was effective upon publication as required by the PID Act; and

WHEREAS, following adoption of the Authorization Resolution, the City published the Authorization Resolution in a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within twenty (20) days after publication of the Authorization Resolution; and

WHEREAS, the City has previously levied assessments on property within Phase #1 and Phase #2 of the District; and

WHEREAS, on July 22, 2024, the City Council adopted a resolution approving a preliminary amended and restated service and assessment plan update, determining the total costs of the Phase #3 Improvements (as defined in the Service and Assessment Plan, defined below), calling for a public hearing to consider the levying of the Assessments against the property within Phase #3 (as defined in the Service and Assessment Plan) of the District (the "Phase #3 Assessments"), authorizing and directing the filing of a proposed assessment roll for Phase #3 of the District (the "Phase #3 Assessment Roll"), authorizing and directing the publication of notice of a public hearing to consider the levying of the Phase #3 Assessments against the property within Phase #3 of the District (the "Levy and Assessment Hearing") in a newspaper of general circulation in the City, and directing related action; and

WHEREAS, on July 22, 2024, the City Secretary filed the Phase #3 Assessment Roll and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing in a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Phase #3 Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on August 5, 2024 and 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 Phase #3 Assessment Roll, and the proposed Phase #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #3 Assessments, the allocation of costs of the Phase #3 Improvements, the purposes of the Phase #3 Assessments, the special benefits of the Phase #3 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Phase #3 Assessments; and

WHEREAS, the owners of 100% of the property subject to the proposed assessment within Phase #3 (the "Landowners") had actual knowledge of the Levy and Assessment Hearing to be held on August 5, 2024, and support the levy of assessments against the property within Phase #3 in accordance with the Service and Assessment Plan to finance the Phase #3 Improvements for benefit of the property within Phase #3; and

WHEREAS, the City Council finds and determines that the Phase #3 Assessment Roll and the Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan, dated February 3, 2020, as updated for Phase #2 on March 21, 2022, as updated for Phase #3 on August 5, 2024, (as amended and updated, the "Service and Assessment Plan"), attached hereto as Exhibit A and which is incorporated herein for all purposes, should be approved and that the Phase #3 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Phase #3 Assessment Roll attached thereto as Appendix H; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of costs of the Phase #3 Improvements, the Phase #3 Assessment Roll, or the levy of the Phase #3 Assessments; and

WHEREAS, at the Levy and Assessment Hearing, the Landowners, or their representatives, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the levy of the Phase #3 Assessments against their property located within Phase #3; and

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

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

Section 1. Terms.

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

Section 2. Findings.

The findings and determinations set forth in the preambles hereof 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. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the costs of the Phase #3 Improvements (as reflected in the Service and Assessment Plan) and the Administrative Expenses (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel within Phase #3 of the District will receive from the construction of the Phase #3 Improvements identified in the Service and Assessment Plan, and is hereby approved;

- (b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Phase #3 Improvements and has been reviewed and updated annually, including by the Service and Assessment Plan attached hereto;
- (c) The Service and Assessment Plan apportions the cost of the Phase #3 Improvements to be assessed against the property in Phase #3 of the District and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #3 Improvements;
- (d) All of the real property in Phase #3 of the District which is being assessed in the amounts shown in the Phase #3 Assessment Roll will be benefited by the Phase #3 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual installment of the Phase #3 Assessments and will receive special benefits during the term of the Phase #3 Assessments equal to or greater than the total amount assessed;
- (e) The method of apportionment of the costs of the Phase #3 Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Phase #3 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs and Administrative Expenses;
- (f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;
- (g) The Phase #3 Assessment Roll in the form attached as Appendix H to the Service and Assessment Plan should be approved as the Phase #3 Assessment Roll for Phase #3 of the District;
- (h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Phase #3 Assessments, interest on Annual Installments, interest and penalties on delinquent Phase #3 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Phase #3 Assessments should be approved and will expedite collection of the Phase #3 Assessments in a timely manner in order to provide the services and improvements needed and required for Phase #3 of the District; and
- (i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas

Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Phase #3 Assessment Roll.

The Phase #3 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #3 Assessment Roll for Phase #3 of the District.

Section 5. <u>Levy and Payment of Special Assessments for the Estimated Costs of Phase</u> #3 Improvements.

- (a) The City Council hereby levies an assessment on each Parcel of Phase #3 Assessed Property (excluding Non-Benefitted Property) located within Phase #3 of the District, as shown and described in the Service and Assessment Plan and the Phase #3 Assessment Roll, in the respective amounts shown on the Phase #3 Assessment Roll as a special assessment on the properties set forth in the Phase #3 Assessment Roll. The amount of the Phase #3 Annual Installments shall be reviewed and determined annually by the City Council following the City Council's annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.
- (b) The levy of the Phase #3 Assessments shall be effective on the date of adoption of this Ordinance levying the Phase #3 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.
- (c) The collection of the Phase #3 Assessments shall be as described in the Service and Assessment Plan. The collection of the first Annual Installment of the Phase #3 Assessments hereby levied against each Parcel of Phase #3 Assessed Property shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within Phase #3, such that Phase #3 Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #3 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Phase #3 Assessments on the Phase #3 Assessed Property, such that all Phase #3 Assessments in Phase #3 begin collection immediately after the

expiration of such two year period. Such first Annual Installment for a Phase #3 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

- (d) Each Phase #3 Assessment may be prepaid in whole or in part at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.
- (e) Each Phase #3 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- (f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.
- (g) The Administrative Expenses for the Phase #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 estimated costs of the Phase #3 Improvements and the Administrative Expenses is as set forth in the Service and Assessment Plan.

Section 7. <u>Penalties and Interest on Delinquent Assessments.</u>

Delinquent Phase #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 Assessments.

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

Section 9. Lien Priority.

The City Council and the owners of property in Phase #3 of the District intend for the obligations, covenants and burdens on the landowners of the Phase #3 Assessed Property, including without limitation the property owners' obligations related to payment of the Phase #3 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Phase #3 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the landowners, as the owners of the Phase #3 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns 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. The Phase #3 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Initial Administrator and Collector of Assessments.

(a) <u>Appointment of Administrator</u>.

MuniCap, Inc. has been appointed and designated to serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Phase #3 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan, in this Ordinance and in any contract between the City and the Administrator. The Administrator's fees, charges and expenses for providing such service shall constitute Administrative Expenses.

(b) <u>Collector</u>.

The City shall by future action, appoint a third-party collector of the Phase #3 Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Phase #3 Assessments. The City may also contract with other qualified collection agents selected by the City or may collect the Phase #3 Assessments on its own behalf. The costs of such collection contracts shall constitute Administrative Expenses.

Section 11. Applicability of Tax Code.

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

Section 12. Filing in Land Records and with County Clerk.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Phase #3 Assessment Roll, to be recorded in the real property records of Johnson County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Not later than the seventh day after the date of the adoption of this Ordinance, City staff is hereby authorized and directed to file a copy of the Service and Assessment Plan (including the Appendices to the Service and Assessment Plan) with the county clerk of each county in which all or a part of the District is located.

Section 13. Approval of Reimbursement Agreement.

The Phase #3 Reimbursement Agreement is hereby authorized and approved in substantially final form attached hereto as Exhibit B and the Mayor and the City Manager of the City are each hereby authorized and directed to execute and deliver such Phase #3 Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and

approved by the Mayor or the City Manager, as applicable, such approval to be evidenced by the execution thereof.

Section 14. Approval of Landowner Agreements.

The Phase #3 Landowner Agreements are hereby authorized and approved in substantially final form attached hereto as <u>Exhibit C</u> and the Mayor and the City Manager of the City are each hereby authorized and directed to execute and deliver a separate Phase #3 Landowner Agreement with each of the Landowners within Phase #3 with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or the City Manager, as applicable, such approval to be evidenced by the execution thereof.

Section 15. Severability.

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

Section 16. <u>Effective Date</u>.

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

[Remainder of Page Intentionally Left Blank; Signature page follows]

PASSED AND APPROVED:

First Reading: the 5th day of August, 2024.

Final Reading: the 19th day of August, 2024.

ATTEST: CITY OF BURLESO

City Secretary

CHANT VS

Chris Fletcher, Mayor City of Burleson,

Texas

APPROVED AS TO FORM & LEGALITY:

E. Allen Taylor, Jr, City Attorney

STATE OF TEXAS

8

COUNTY OF JOHNSON

This instrument was acknowledged before me on the 19th day of August, 2024 by Chris Fletcher, as Mayor of the City of Burleson, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

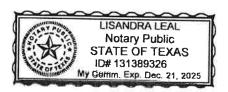


Exhibit A

PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT

CITY OF BURLESON, TEXAS

SERVICE AND ASSESSMENT PLAN

February 3, 2020

Updated for Phase #2 Assessments on March 21, 2022, and updated for Phase #3 Assessments on August 19, 2024

PREPARED BY:



PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 4, 2019, the City Council of the City of Burleson, Texas passed and approved Resolution CSO#981-02-2019 approving and authorizing the creation of the Panchasarp Farms Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which is located within the City.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Panchasarp Farms Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Rolls for the PID are included as Appendix F and Appendix G to this Service and Assessment Plan. The Assessments as shown on the Assessment Rolls are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include (a) 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, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) 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, taxes (property and franchise), (e) 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, (f) 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 and miscellaneous expenses.

Actual Costs may 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, taxes, 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.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, maintenance, and operation of the Authorized Improvements of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming any Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to any Bonds, (viii) the Trustee's reasonable fees and expenses relating to any Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

- "Administrator" means the employee or designee of the City, identified in any indenture of trust relating to a series of Bonds or identified in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.
- "Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including any applicable interest, as shown on the Phase #1 Assessment Roll, Phase #2 Assessment Roll, and Phase #3 Assessment Roll, attached hereto as Appendix F, Appendix G, and Appendix H, respectively, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, and (iii) the Maintenance Assessment.
- "Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.
- "Assessed Property" means any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.
- "Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Administrative Expenses and interest on all Assessments.
- "Assessment Ordinance" means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.
- "Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments.
- "Assessment Roll" or "Assessment Rolls" means collectively or separately, as applicable, the Phase #1 Assessment Roll, Phase #2 Assessment Roll, the Phase #3 Assessment Roll included in this Service and Assessment Plan as Appendix F, Appendix G, and Appendix H, respectively, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.
- "Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

- "Bonds" mean any bonds issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.
- "Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.
- "Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.
- "City" means the City of Burleson, Texas.
- "City Council" means the duly elected governing body of the City.
- "County" means Johnson County, Texas.
- "Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.
- "Developer" means PF Farms, LLC, a Texas limited liability company and its successors and assigns.
- "Future Phase(s)" means Phase or Phases that are fully developed after Phase #1, Phase #2 and Phase #3 as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.
- "Future Phase Assessed Property" means all Parcels within the Future Phases other than Non-Benefited Property.
- **"PID Assessment Notice"** means the form of notice required by the PID Act and Section 5.014 of the Texas Property Code, as amended. A copy of the PID Assessment Notice for the PID is attached as Appendix E.
- "Homeowner Association" or "HOA" means a homeowners' association or property owners' association established for the benefit of property owners within the PID.
- "Homeowner Association Property" or "HOA Property" means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a Homeowners' Association established for the benefit of a group of homeowners or property owners within the PID.
- "Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of Johnson County, Texas.

- "Lot Type" 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.
- "Maintenance Assessment" means the maintenance costs associated with, or incident to, the maintenance and regular repair of the Authorized Improvements and major repair and extraordinary maintenance consistent with the City's standards, including, but not limited to, the costs of maintenance for: (i) parks, open space, and trails, (ii) other ancillary structures, (iii) features or amenities such as trails, (iv) playgrounds, (v) walkways, (vi) lighting, and (viii) any similar items located therein.
- "Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel that is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.
- "Parcel" or "Parcels" means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Johnson County Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Johnson County.
- "Park Improvements" mean those public improvements described in Section III of this Service and Assessment Plan, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.
- "Phase" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.
- "Phase #1" means the initial Phase to be developed, identified as "Phase #1" generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix F.
- "Phase #1 Assessed Property" means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

- "Phase #1 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.
- "Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix F, 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 Bonds or in connection with any Annual Service Plan Update.
- "Phase #1 Improvements" means the Park Improvements allocable to the Phase #1 Assessed Property.
- "Phase #1 Reimbursement Agreement" means that certain Panchasarp Farms Public Improvement District Phase #1 Reimbursement Agreement, dated February 3, 2020, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #1 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #1 Improvements funded by the Developer with interest as permitted by the PID Act.
- "Phase #2" means the second Phase to be developed, identified as "Phase #2" generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.
- "Phase #2 Assessed Property" means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll against which an Assessment relating to the Phase #2 Improvements is levied.
- "Phase #2 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Improvements.
- "Phase #2 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, 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 Bonds or in connection with any Annual Service Plan Update.
- "Phase #2 Improvements" means the Park Improvements allocable to the Phase #2 Assessed Property.
- "Phase #2 Reimbursement Agreement" means that certain Parks at Panchasarp Farms Public Improvement District JC-1 Phase #2 Reimbursement Agreement, dated March 7, 2022, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #2 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #2 Improvements funded by the Developer with interest as permitted by the PID Act.

- "Phase #3" means the second Phase to be developed, identified as "Phase #3" generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.
- "Phase #3 Assessed Property" means all Parcels within Phase #3 other than Non-Benefited Property and shown in the Phase #3 Assessment Roll against which an Assessment relating to the Phase #3 Improvements is levied.
- "Phase #3 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #3 Assessed Property, or the Annual Installments thereof, for the Phase #3 Improvements.
- "Phase #3 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, 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 Bonds or in connection with any Annual Service Plan Update.
- "Phase #3 Improvements" means the Park Improvements allocable to the Phase #3 Assessed Property.
- "Phase #3 Reimbursement Agreement" means that certain Parks at Panchasarp Farms Public Improvement District JC-1 Phase #3 Reimbursement Agreement, dated August 19, 2024, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #3 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #3 Improvements funded by the Developer with interest as permitted by the PID Act.
- "PID" has the meaning set forth in Section I.A. of this Service and Assessment Plan.
- "PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.
- **"Planned Development"** means the zoning classification established as PD Planned Development pursuant to Ordinance CSO#560-01-2017 adopted by the City Council designating the zoning and development standards.
- "Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment, including Administrative Expenses.
- "Public Property" means property, right of way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Johnson County, the City, a school district or any other public agency or political subdivision, whether in fee simple or through an exclusive use easement.

"Serv pursu	rice and Assessment Plan" means this Service and Assessment Plan prepared ant to the PID Act, as the same may be amended from time to time.	for the PID
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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 220.88 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID was expected to consist of approximately 659 single family residential units and 250 multi-family units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of units is based upon the proposed development plan.

The property within the PID was proposed to be developed as shown in Table II-A:

<u>Table II-A</u> Proposed Development within the PID

Proposed	0	79.01
Development	Quantity	Measurement
70 Ft Lots	43	Units
65 Ft Lots	73	Units
60 Ft Lots	304	Units
55 Ft Lots	239	Units
Multi-Family	250	Units
Total	909	Units

B. Property Included in Phase #1

Phase #1 consists of approximately 29.39 acres and was projected to consist of 98 single family residential units. A phasing map of the property depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phase #1 was proposed to be developed as shown in Table II-B:

<u>Table II-B</u> Proposed Development within Phase #1 – Original

Proposed		
Development	Quantity	Measurement
70 Ft Lots	0	Units
65 Ft Lots	0	Units
60 Ft Lots	58	Units
55 Ft Lots	40	Units
Multi-Family	0	Units
Total	98	Units

C. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 31.512 acres and was projected to consist of 130 single family residential units. A phasing map of the property depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phase #2 was proposed to be developed as shown in Table II-C:

<u>Table II-C</u> Proposed Development within Phase #2 – Original

Proposed		
Development	Quantity	Measurement
70 Ft Lots	0	Units
65 Ft Lots	0	Units
60 Ft Lots	35	Units
55 Ft Lots	95	Units
Multi-Family	0	Units
Total	130	Units

D. PROPERTY INCLUDED IN PHASE #3

Phase #3 consists of approximately 43.001 acres and is projected to consist of 152 single family residential units. A phasing map of the property depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phase #3 is proposed to be developed as shown in Table II-D:

<u>Table II-D</u> Proposed Development within Phase #3

Proposed		
Development	Quantity	Measurement
70 Ft Lots	3	Units
65 Ft Lots	32	Units
60 Ft Lots	89	Units
55 Ft Lots	28	Units
Multi-Family	0	Units
Total	152	Units

E. PROPERTY INCLUDED IN FUTURE PHASES

The Future Phases consist of approximately 116.977 acres and is projected to consist of 279 single family residential units and 250 multi-family units. There are no Bonds anticipated to be issued as part of Phase #1, Phase #2, or Phase #3 at this time. However, as Future Phases are developed, reimbursement agreements may be executed and/or Bonds may be issued for each new phase. In connection with the issuance of each new series of Bonds and/or execution of new reimbursement agreements, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) A public improvement may include:
 - (i) landscaping;
 - (ii) erection of fountains, distinctive lighting, and signs;
 - (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - (iv) construction or improvement of pedestrian malls;
 - (v) acquisition and installation of pieces of art;
 - (vi) acquisition, construction, or improvement of libraries;
 - (vii) acquisition, construction, or improvement of off-street parking facilities;
 - (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities:
 - (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
 - (x) the establishment or improvement of parks;
 - (xi) projects similar to those listed in Subdivisions (i)-(x);
 - (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement:
 - (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
 - (xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B. below and described in Appendix B and shown on the diagram included as Appendix C for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTION OF ESTIMATED COSTS OF PARKS IMPROVEMENTS

The descriptions of the Parks Improvements are presented below, as provided by the developer. The Budgeted Costs of the Park Improvements are shown in Table III-A and may be revised in an Annual Service Plan Update as needed.

Park Improvements:

The Park Improvements within the PID include grading, irrigation, landscaping, site furnishings, site elements, and playground equipment. All Park Improvement projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Additional details of the Authorized Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The Budgeted Costs of the Park Improvements shown in Table III-A may be revised in Annual Service Plan Updates. Savings from one budget line item may be applied to a cost increase in another budget line item upon approval by the City. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan.

<u>Table III-A</u> Authorized Improvements - Park Improvements

Description	Budgeted Costs
Grading improvements	\$143,200
Irrigation improvements	\$316,310
Landscaping improvements	\$960,004
Site furnishings improvements	\$177,200
Site elements improvements	\$447,954
Playground improvements	\$517,812
Other soft costs including PID creation costs	\$369,359
Total Improvement Costs	\$2,931,839

C. DESCRIPTION OF ESTIMATED COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements include a proportional share of the Parks Improvements described above that proportionally benefit Phase #1. The costs of the Projects are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

<u>Table III-B</u>
Authorized Improvements - Phase #1 Improvements

Description	Total Cost	% Allocation ¹	Phase #1's Share of Total Costs
Grading improvements	\$143,200	12.76%	\$18,270
Irrigation improvements	\$316,310	12.76%	\$40,356
Landscaping improvements	\$960,004	12.76%	\$122,481
Site furnishings improvements	\$177,200	12.76%	\$22,608
Site elements improvements	\$447,954	12.76%	\$57,152
Playground improvements	\$517,812	12.76%	\$66,064
Other soft costs including PID creation costs	\$369,359	12.76%	\$47,124
Total Improvement Costs	\$2,931,839		\$374,055

¹See Section V.C for allocation of Authorized Improvements.

D. DESCRIPTION OF ESTIMATED COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements include a proportional share of the Parks Improvements described above that proportionally benefit Phase #2. The costs of the Projects are shown in Table III-C. The costs shown in Table III-C are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Table III-C
Authorized Improvements - Phase #2 Improvements

Description	Total Cost	% Allocation ¹	Phase #2's Share of Total Costs
Grading improvements	\$143,200	16.46%	\$23,577
Irrigation improvements	\$316,310	16.46%	\$52,079
Landscaping improvements	\$960,004	16.46%	\$158,062
Site furnishings improvements	\$177,200	16.46%	\$29,175
Site elements improvements	\$447,954	16.46%	\$73,754
Playground improvements	\$517,812	16.46%	\$85,256
Other soft costs including PID creation costs	\$369,359	16.46%	\$60,814
Total Improvement Costs	\$2,931,839		\$482,718

¹See Section V.C for allocation of Authorized Improvements.

E. DESCRIPTION OF ESTIMATED COSTS OF PHASE #3 IMPROVEMENTS

The Phase #3 Improvements include a proportional share of the Parks Improvements described above that proportionally benefit Phase #3. The costs of the Projects are shown in Table III-D. The costs shown in Table III-D are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

<u>Table III-D</u>
Authorized Improvements - Phase #3 Improvements

Description	Total Cost	% Allocation ¹	Phase #3's Share of Total Costs
Grading improvements	\$143,200	20.58%	\$29,468
Irrigation improvements	\$316,310	20.58%	\$65,091
Landscaping improvements	\$960,004	20.58%	\$197,551
Site furnishings improvements	\$177,200	20.58%	\$36,464
Site elements improvements	\$447,954	20.58%	\$92,180
Playground improvements	\$517,812	20.58%	\$106,556
Other soft costs including PID creation costs	\$369,359	20.58%	\$76,007
Total Improvement Costs	\$2,931,839		\$603,317

See Section V.C for allocation of Authorized Improvements.

F. FUTURE PHASES

As Future Phases are developed and/or Bonds are issued, this SAP will be amended to identify the allocable Authorized Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-E will be added to show the costs for the specific Authorized Improvements Allocable to the specific Future Phase being developed.)

IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

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 PID during the five-year period. The Phase #1 portion of the Park Improvements are anticipated to be completed and accepted by the City in the 2nd quarter of 2024. The Phase #2 portion of the Park Improvements are anticipated to be completed and accepted by the City in the 2nd quarter of 2024. Phase #3 portion of the Park Improvements are anticipated to be completed and accepted by the City in the 2nd quarter of 2025. The remaining Park Improvements allocable to Future Phases will be allocated and completed once such Future Phase is developed.

The Budgeted Costs for the Authorized Improvements are \$2,931,839. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Actual Costs of the Phase #1 Improvements in the amount of \$374,055 were financed by the Developer and reimbursable under the Phase #1 Reimbursement Agreement. Bonds may be issued in the future; and, to the extent provided by law, the proceeds from the Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the Phase #1 Reimbursement Agreement and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the PID Reimbursement Agreement.

The Budgeted Costs of the Phase #2 Improvements in the amount of \$482,718 were financed by the Developer and reimbursable under the Phase #2 Reimbursement Agreement. Bonds may be issued in the future; and, to the extent provided by law, the proceeds from the Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the Phase #2 Reimbursement Agreement and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the PID Reimbursement Agreement.

The Budgeted Costs of the Phase #3 Improvements in the amount of \$603,317 are being financed by the Developer and reimbursable under the Phase #3 Reimbursement Agreement. Bonds may be issued in the future; and, to the extent provided by law, the proceeds from the Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the Phase #3 Reimbursement Agreement and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the PID Reimbursement Agreement.

Table IV-A shows the sources and uses for the Authorized Improvements allocable to Phase #1.

<u>Table IV-A</u> Sources and Uses – Phase #1

Sources of Funds	Total	
Assessments – Phase #1 Reimbursement Agreement	\$374,055	
Other funding sources	\$0	
Total Sources	\$374,055	
Uses of Funds		
Authorized Improvements		
Grading improvements	\$18,270	
Irrigation improvements	\$40,356	
Landscaping improvements	\$122,481	
Site furnishings improvements	\$22,608	
Site elements improvements	\$57,152	
Playground improvements	\$66,064	
Other soft costs including PID creation costs	\$47,124	
Total Uses	\$374,055	

Table IV-B shows the estimated sources and uses for the Authorized Improvements allocable to Phase #2.

<u>Table IV-B</u> Estimated Sources and Uses – Phase #2

Sources of Funds	Total	
Assessments – Phase #2 Reimbursement Agreement	\$482,718	
Other funding sources	\$0	
Total Sources	\$482,718	
Uses of Funds		
Authorized Improvements		
Grading improvements	\$23,577	
Irrigation improvements	\$52,079	
Landscaping improvements	\$158,062	
Site furnishings improvements	\$29,175	
Site elements improvements	\$73,754	
Playground improvements	\$85,256	
Other soft costs including PID creation costs	\$60,814	
Total Uses	\$482,718	

Table IV-C shows the estimated sources and uses for the Authorized Improvements allocable to Phase #3.

<u>Table IV-C</u> Projected Sources and Uses – Phase #3

Sources of Funds	Total	
Assessments – Phase #3 Reimbursement Agreement	\$603,317	
Other funding sources	\$20,000	
Total Sources	\$623,317	
Uses of Funds		
Authorized Improvements		
Grading improvements	\$29,468	
Irrigation improvements	\$65,091	
Landscaping improvements	\$197,551	
Site furnishings improvements	\$36,464	
Site elements improvements	\$92,180	
Playground improvements	\$106,556	
Other soft costs including PID creation costs	\$76,007	
Subtotal Authorized Improvements	\$603,317	
Other Costs		
Administrative Expenses	\$20,000	
Subtotal Other Costs	\$20,000	
Total Uses	\$623,317	

B. PROJECTED FIVE -YEAR SERVICE PLAN

<u>Aggregate</u>

The aggregate annual projected costs and annual projected indebtedness for the Authorized Improvements is shown in Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

<u>Table IV-D</u> Annual Projected Costs and Annual Projected Indebtedness – Aggregate

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	
2020	\$374,055	\$374,055	\$0	
2021	\$0	\$0	\$0	
2022	\$482,718	\$482,718	\$0	
2023	\$0	\$0	\$0	
2024	\$623,317	\$603,317	\$20,000	
2025	\$0	\$0	\$0	
2026	\$0	\$0	\$0	
2027	\$0	\$0	\$0	
2028	\$0	\$0	\$0	
Total	\$1,480,089	\$1,460,089	\$20,000	

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Authorized Improvements shown in Table III-A. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer, which may be reimbursed with future Bond proceeds to the extent available.

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown in Table IV-E. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

<u>Table IV-E</u>
Annual Projected Costs and Annual Projected Indebtedness – Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2022 & Prior	\$374,055	\$374,055	\$0	\$116,321
2023	\$0	\$0	\$0	\$58,708
2024	\$0	\$0	\$0	\$58,622
2025	\$0	\$0	\$0	\$59,178
2026	\$0	\$0	\$0	\$59,069
2027	\$0	\$0	\$0	\$59,603
2028	\$0	\$0	\$0	\$59,471
Total	\$374,055	\$374,055	\$0	\$470,973

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Phase #1 Improvements shown in Table III-B. The difference between the annual projected cost and the

annual projected indebtedness, if any, represents an amount funded by the Developer, which may be reimbursed with future Bond proceeds to the extent available.

<u>Phase #2</u>

The annual projected costs and annual projected indebtedness for Phase #2 is shown in Table IV-F. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

<u>Table IV-F</u>
Annual Projected Costs and Annual Projected Indebtedness – Phase #2

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #2 Annual Installments
2022	\$482,718	\$482,718	\$0	\$0
2023	\$0	\$0	\$0	\$71,959
2024	\$0	\$0	\$0	\$71,926
2025	\$0	\$0	\$0	\$72,722
2026	\$0	\$0	\$0	\$72,664
2027	\$0	\$0	\$0	\$73,435
2028	\$0	\$0	\$0	\$73,353
Total	\$482,718	\$482,718	\$0	\$436,060

The annual projected costs shown in Table IV-F are the annual expenditures relating to the Phase #2 Improvements shown in Table III-C. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer, which may be reimbursed with future Bond proceeds to the extent available.

Phase #3

The annual projected costs and annual projected indebtedness for Phase #3 is shown in Table IV-G. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

<u>Table IV-G</u>
Annual Projected Costs and Annual Projected Indebtedness – Phase #3

Vaan	Annual	Annual Projected	Other Funding	Projected Phase #3 Annual
Year	Projected Cost	Indebtedness	Sources ¹	Installments
2024	\$623,317	\$603,317	\$20,000	\$0
2025	\$0	\$0	\$0	\$100,676
2026	\$0	\$0	\$0	\$100,470
2027	\$0	\$0	\$0	\$101,300
2028	\$0	\$0	\$0	\$101,044
2029	\$0	\$0	\$0	\$101,825
2030	\$0	\$0	\$0	\$101,521
Total	\$623,317	\$603,317	\$20,000	\$606,836

First year Administrative Expenses partially paid for by the Developer.

The annual projected costs shown in Table IV-G are the annual expenditures relating to the Phase #3 Improvements shown in Table III-D. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer, which may be reimbursed with future Bond proceeds to the extent available.

C. REPAIR AND MAINTENANCE OF THE AUTHORIZED IMPROVEMENTS

The Annual Installments shall include in Administrative Expenses an amount to pay such Maintenance Assessments. After dedication or conveyance of the Authorized Improvements, the Developer is no longer responsible for the maintenance or operation of the Authorized Improvements and only assessment revenues from the Maintenance Assessment may be used for maintenance of the Authorized Improvements.

D. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice form (required by Section 5.014 of the Texas Property Code). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost 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 municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed Authorized Improvement program anticipates a reimbursement agreement potentially followed by a series of bond financings that are intended to finance the public infrastructure required for the development. This financing may be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. The City previously entered into the Phase #1 Reimbursement Agreement and Phase #2 Reimbursement Agreement and levied assessments on property within Phase #1 and Phase #2 in connection with obligations under the Phase #1 Reimbursement Agreement and Phase #2 Reimbursement Agreement, respectively, related to Authorized Improvements undertaken in each Phase and anticipates levying assessments in Phase #3 in connection with obligations under the Phase #3 Reimbursement Agreement. Subsequent financings are anticipated to be issued and/or executed over the upcoming decade as the subsequent phases (e.g. Phase #3) of the development are gradually constructed.

The purpose of this gradual levy of Assessment and related execution of a reimbursement agreement and/or issuance of bonds in phases is to mirror the actual development of the Authorized Improvements. The levy of Assessment and related execution of a reimbursement agreement and/or issuance of bonds are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds and/or execute the reimbursement agreement when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Park Improvements shall be allocated as described below:

1. The Actual Costs of the Phase #1 Improvements, Phase #2 Improvements, and Phase #3 Improvements shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

- 2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken 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 home prices provided by the Developer, (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.
- 3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
- 4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.
- 5. The Actual Costs of the Park Improvements are proportionally allocated to the Phase #1 Assessed Property, Phase #2 Assessed Property, and Phases #3 Assessed Property based on the ratio of total projected Equivalent Units for the Phase #1 Assessed Property, Phase #2 Assessed Property and Phase #3 Assessed Property.
- 6. The Actual Costs of the Phase #1 Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the applicable Equivalent Units for each Parcel.
- 7. The Actual Costs of the Phase #2 Improvements are allocated to each Parcel within the Phase #2 Assessed Property based on the applicable Equivalent Units for each Parcel.
- 8. The Actual Costs of the Phase #3 Improvements are allocated to each Parcel within the Phase #3 Assessed Property based on the applicable Equivalent Units for each Parcel.
- 9. The Future Phases Assessed Property's proportional share of the costs for the Park Improvements will be reallocated as each future phase is developed and allocated to each Parcel within the Future Phases Assessed Property based on the total projected Equivalent Units for each Parcel.

Table V-A provides the allocation of Budgeted Costs of the Park Improvements to Phase #1 Assessed Property, Phase #2 Assessed Property, and Phase #3 Assessed Property and Future Phase Assessed Property.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the Authorized Improvements that will benefit each individual phase. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Phase #1 Improvements, Phase #2 Improvements and Phase #3 Improvements.

In connection with the issuance of Bonds and/or execution of a reimbursement agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed

Property within a Future Phase receives from the specific Authorized Improvements funded with those Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with execution of a reimbursement agreement and/or issuance of Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within Phase #1, Phase #2, and Phase #3 as a result of the Phase #1 Improvements, Phase #2 Improvements, and Phase #3 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Phase #1 Assessed Property, Phase #2 Assessed Property, and Phase #3 Property, respectively, for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phase #1 Improvements to Phase #1 Assessed Property, Phase #2 Improvements to the Phase #2 Assessed Property, and Phase #3 Improvements to Phase #3 Assessed Property in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the execution of a reimbursement agreement and/or issuance of Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized Improvements of providing

infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use is defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and findings by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; and (ii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be beneficial to the City and the PID. The Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

- 1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property;
- 2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to the imposition of the Assessments;
- 3. The Authorized Improvements are required for the highest and best use of the property;
- 4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Park Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Park Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of Budgeted Costs of the Park Improvements to Phase #1 Assessed Property, Phase #2 Assessed Property, and Phase #3 Assessed Property using the applicable Equivalent Units. The Budgeted Costs shown in Table V-A may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

As shown in Appendix D, Phase #1 was projected to contain 98 residential units representing 81.48 total Equivalent Units. Phase #2 was projected to contain 130 residential units representing 105.15 total Equivalent Units. Phase #3 was projected to contain 152 residential units representing 131.42 total Equivalent Units. As a result, 12.76 percent of the Budgeted Costs of Park Improvements (i.e. $81.48 \div 638.64 = 12.76\%$) are allocated to the Phase #1 Assessed Property, 16.46 percent of the Budgeted Costs of Park Improvements (i.e. $105.15 \div 638.64 = 16.46\%$) are allocated to the Phase #2 Assessed Property, 20.58 percent of the Budgeted Costs of Park Improvements (i.e. $131.42 \div 638.64 = 20.58\%$) are allocated to the Phase #3 Assessed Property and 50.20 percent of the Budgeted Costs of Authorized Improvements (i.e., $320.59 \div 638.64 = 50.20\%$) are allocated to the Future Phases Assessed Property.

Table V-A
Allocation of Park Improvements

Authorized Improvement	Budgeted Costs
Grading improvements	\$143,200
Irrigation improvements	\$316,310
Landscaping improvements	\$960,004
Site furnishings improvements	\$177,200
Site elements improvements	\$447,954
Playground improvements	\$517,812
Other soft costs including PID creation costs	\$369,359
Total Park Improvements	\$2,931,839
Phase #1	
Projected total Equivalent Units ¹	81.48
% of total units	12.76%
Proportionate Share of Costs	\$374,055
Phase #2	
Projected total Equivalent Units ²	105.15
% of total units	16.46%
Proportionate Share of Costs	\$482,718
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Phase #3	
Projected total Equivalent Units ³	131.42
% of total units	20.58%
Proportionate Share of Costs	\$603,317
Future Phases	
Projected total Equivalent Units ⁴	320.59
% of total units	50.20%
Proportionate Share of Costs	\$1,471,750

¹As shown in Table D-A.10 in Appendix D.

D. ASSESSMENT METHODOLOGY

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

²As shown in Table D-A.11 in Appendix D.

³As shown in Table D-A.12 in Appendix D.

⁴As shown in Table D-A.13 in Appendix D_{*}

1. Assessment Methodology for Phase #1 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements to be financed by the Developer and reimbursable under the Phase #1 Reimbursement Agreement, shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within Phase #1.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act. The Assessment per unit, projected leverage, and tax rate equivalent is shown in Appendix D.

2. Assessment Methodology for Phase #2 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements to be financed by the Developer and reimbursable under the Phase #2 Reimbursement Agreement, shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within Phase #2.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-C, the City Council has determined that the benefit to Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix G, and no Assessment shall be changed

except as authorized by this Service and Assessment Plan or the PID Act. The Assessment per unit, projected leverage, and tax rate equivalent is shown in Appendix D.

3. Assessment Methodology for Phase #3 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements to be financed by the Developer and reimbursable under the Phase #3 Reimbursement Agreement, shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within Phase #3.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-C, the City Council has determined that the benefit to Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act. The Assessment per unit, projected leverage, and tax rate equivalent is shown in Appendix D.

4. Assessment Methodology for Future Phases

When Future Phases are developed and Bonds for Future Phase issued and/or a reimbursement agreement executed, this Service and Assessment Plan will be updated to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within Future Phases.

E. ASSESSMENTS

The Assessments are levied on each Parcel according to the Phase #1 Assessment Roll, Phase #2 Assessment Roll, and the Phase #3 Assessment Roll attached hereto as Appendix F, Appendix G and Appendix H, respectively. The Annual Installments for the Phase #1 Reimbursement Agreement, Phase #2 Reimbursement Agreement, and the Phase #3 Reimbursement Agreement will be collected at the time and in the amounts shown on the Phase #1 Assessment Roll, Phase #2 Assessment Roll, and Phase #3 Assessment Roll respectively, subject to any revisions made during an Annual Service Plan Update.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. 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.

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1 OF THE PID

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Phase #1 Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Reimbursement Agreement, (ii) to pay Administrative Expenses related to the PID, and (iii) to pay Maintenance Assessment related to the Authorized Improvements. The Annual Installment for each Parcel shall be calculated by taking into consideration any available funds.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2 OF THE PID

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Phase #2 Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Reimbursement Agreement, (ii) to pay Administrative Expenses related to the PID, and (iii) to pay Maintenance Assessment related to the Authorized Improvements. The Annual Installment for each Parcel shall be calculated by taking into consideration any available funds.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #3 OF THE PID

The Assessment and Annual Installments for each Assessed Property located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Phase #3 Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #3 Reimbursement Agreement, (ii) to pay Administrative Expenses related to the PID, and (iii) to pay Maintenance Assessment related to the Authorized Improvements. The Annual Installment for each Parcel shall be calculated by taking into consideration any available funds.

D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES OF THE PID

The Assessments, and Annual Installments thereof, for each Parcel of Assessed Property within the Future Phases will be shown as a separate Assessment Roll once such Assessments are levied.

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Future Phase Assessed Property (e.g., Appendix H will be added). The Assessments for each Future Phase shall not exceed the benefit received by each Future Phase Assessed Property.

E. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel based upon a recorded subdivision plat, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel

B = the Assessment for the Parcel prior to subdivision

C = the estimated number of Equivalent Units to be built on each new subdivided Parcel

D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator based on a recorded plat.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels.

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

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

F. MANDATORY PREPAYMENT OF ASSESSMENTS

- 1. Prior to the City approving a subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Parcel to exceed the Maximum Assessment Per Equivalent Unit. If a subdivision of a Parcel or consolidation of Parcels results in a reallocated Assessment per unit for a Parcel that would exceed the Maximum Assessment Per Equivalent Unit shown in this Service and Assessment Plan, the owner shall pay to the City at the time of the subdivision or consolidation the amount by which the reallocated Assessment for the Parcel exceeds the Maximum Assessment per Unit plus, if applicable, accrued interest through the date of such payment. Prepayment Costs, if any, that result from such owner-initiated subdivision or consolidation shall be paid by the owner to the City at the time of the subdivision or consolidation.
- 2. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs and Delinquent Collection Costs, prior to any such transfer or act.
- 3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

G. REDUCTION OF ASSESSMENTS

- 1. If after all Authorized Improvements to be funded with a series of Bonds and/or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/ or related reimbursement agreement, resulting in excess proceeds being available to redeem Bonds and/or reduce obligations under a reimbursement agreement, and the case may be, and such excess proceeds are applied to redeem Bonds and/or the obligations under a reimbursement agreement may be reduced as provided in any applicable indenture of trust or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
- 2. If all the Authorized Improvements are not undertaken, resulting in excess proceeds being available to redeem Bonds and/ or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, as provided in any

applicable indenture of trust or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or pay obligations under a reimbursement agreement, including interest on the Bonds and/or interest due under reimbursement agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or pay obligations under a reimbursement agreement, including interest on the Bonds and/ or interest due under reimbursement agreement and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

H. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel (excluding the Maintenance Assessment) may be paid in full at any time. Such payment shall include all Prepayment Costs. If Bonds are issued, and prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under any applicable indenture of trust, net of any other costs applicable to the redemption of such Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with any indenture of trust, if applicable, or other relevant PID documents; whereupon, the Assessment shall be reduced to zero and the Assessment Roll revised accordingly, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. The Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan update. The City shall provide owner with a recordable notice of the termination of the Assessment. The City Manager or their designee is hereby authorized to execute any such notice or other lien release documents.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

(e) Any payment of Assessment in full, or in part, does not preclude the obligation of paying the Maintenance Assessment. Any parcel, the assessment of which is paid in full or in part, shall continue to pay the Maintenance Assessment.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence as set forth herein.

Phase #1

The interest on the unpaid portion of each Assessment shall be paid: (i) at the rate of the actual interest on Bonds secured by such Assessment, if such Bonds are issued by the City, or (ii) if Bonds are not issued, at a rate (i) not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessment and continuing for a period of five years from such date, and (ii) not to exceed two hundred basis points above such bond index rate for the period beginning with the sixth year and shall continue until the Assessment is paid in full. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 5.10% for years 1 through 5 and 5.10% thereafter. Unless and until the City issues Bonds secured by Assessments levied against the Phase #1 Assessed Property, the interest on the Phase #1 Reimbursement Agreement shall be paid based on an interest rate of 5.10% per annum for years 1 through 5 and 5.10% per annum following the fifth Annual Installment in accordance with the Phase #1 Reimbursement Agreement. The index approved by the City is the Bond Buyer Index for which the highest average rate during the previous thirty days prior to the levy of Assessments was 3.10%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll. Upon the issuance of Bonds for the Phase #1 Improvements, the Phase #1 Reimbursement Agreement shall bear interest at the rate of the Bonds, plus additional interest under Section 372.018 of the PID Act, which rate may exceed the current rates set forth in the Phase #1 Assessment Roll.

Phase #2

The interest on the unpaid portion of each Assessment shall be paid: (i) at the rate of the actual interest on Bonds secured by such Assessment, if such Bonds are issued by the City, or (ii) if Bonds are not issued, at a rate (i) not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessment and continuing for a period of five years from such date, and (ii) not to exceed two hundred basis points above such bond index rate for the period beginning with the sixth year and shall continue until the Assessment is paid in

full. The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.45% for years 1 through 5 and 4.45% thereafter. Unless and until the City issues Bonds secured by Assessments levied against the Phase #2 Assessed Property, the interest on the Phase #2 Reimbursement Agreement shall be paid based on an interest rate of 4.45% per annum for years 1 through 5 and 4.45% per annum following the fifth Annual Installment in accordance with the Phase #2 Reimbursement Agreement. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 2.45%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #2 Assessment Roll. Upon the issuance of Bonds for the Phase #2 Improvements, the Phase #2 Reimbursement Agreement shall bear interest at the rate of the Bonds, plus additional interest under Section 372.018 of the PID Act, which rate may exceed the current rates set forth in the Phase #2 Assessment Roll.

Phase #3

The interest on the unpaid portion of each Assessment shall be paid: (i) at the rate of the actual interest on Bonds secured by such Assessment, if such Bonds are issued by the City, or (ii) if Bonds are not issued, at a rate (i) not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessment and continuing for a period of five years from such date, and (ii) not to exceed two hundred basis points above such bond index rate for the period beginning with the sixth year and shall continue until the Assessment is paid in full. The Phase #3 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 6.23% for years 1 through 5 and 6.23% thereafter. Unless and until the City issues Bonds secured by Assessments levied against the Phase #3 Assessed Property, the interest on the Phase #3 Reimbursement Agreement shall be paid based on an interest rate of 6.23% per annum for years 1 through 5 and 6.23% per annum following the fifth Annual Installment in accordance with the Phase #3 Reimbursement Agreement. The index approved by the City is the Bond Buyer Index for which the highest average rate during the previous thirty days prior to the levy of Assessments was 4.23%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #3 Assessment Roll. Upon the issuance of Bonds for the Phase #3 Improvements, the Phase #3 Reimbursement Agreement shall bear interest at the rate of the Bonds, plus additional interest under Section 372.018 of the PID Act, which rate may exceed the current rates set forth in the Phase #3 Assessment Roll.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act, Chapter 1207 of the Texas Government Code or any other applicable authority provided by the laws of the State of Texas. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as

required by and established in any ordinance and/or indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

I. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits or available funds applied under the applicable indenture of trust, including capitalized interest, interest earnings on any account balances, and any other funds available to the PID for such purpose, and including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

The collection of the first Annual Installment for a Phase #1 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #1 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #1 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year. Collection of the Assessments commenced for Forty-one (41) Lots withing Phase #1 with the issuance of building permits as of June 30, 2020. Collection of the Assessments commenced for fifty-five (55) Lots withing Phase #1 with the issuance of building permits as of June 30, 2021. Collection of the Assessments on the remaining two (2) Lots will be triggered in 2022-2023 following the expiration of two years from the date of the levy of Assessments on the Phase #1 Assessed Property

The collection of the first Annual Installment for a Phase #2 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #2 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #2 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #2 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment for a Phase #3 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #3 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #3 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #3 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

VII. THE ASSESSMENT ROLL

A. PHASE #1 ASSESSMENT ROLL

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Improvements. Table VII-A summarizes the \$374,055 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Improvements. The amount of the Phase #1 Reimbursement Agreement for the Phase #1 Improvements is \$374,055, which is equal to the benefit received by the Phase #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is \$374,055 plus Administrative Expenses and Maintenance Assessment. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.C and is summarized in the Phase #1 Assessment Roll. The Phase #1 Assessment Roll is attached hereto as Appendix F.

<u>Table VII-A</u> Phase #1 Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements ¹	\$374,055
Total Special Benefit	\$374,055
Special Benefit:	
Total Special Benefit	\$374,055
Projected Special Assessment	\$374,055
Excess Benefit	\$0
See Table III-B for details.	

B. PHASE #2 ASSESSMENT ROLL

The Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #2 Improvements. Table VII-B summarizes the \$482,718 in special benefit received by the Phase #2 Assessed Property from the Phase #2 Improvements. The amount of the Phase #2 Reimbursement Agreement for the Phase #2 Improvements is \$482,718, which is equal to the benefit received by the Phase #2 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #2 Assessed Property is \$482,718 plus Administrative Expenses and Maintenance Assessment. The Assessment for each Phase #2 Assessed Property is calculated based on the allocation methodologies described in Section V.C and is summarized in the Phase #2 Assessment Roll. The Phase #2 Assessment Roll is attached hereto as Appendix G.

Table VII-B Phase #2 Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements ¹	\$482,718
Total Special Benefit	\$482,718
Special Benefit:	
Total Special Benefit	\$482,718
Projected Special Assessment	\$482,718
Excess Benefit	\$0

See Table III-C for details.

C. Phase #3 Assessment Roll

The Phase #3 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #3 Improvements. Table VII-C summarizes the \$623,317 in special benefit received by the Phase #3 Assessed Property from the Phase #3 Improvements. The amount of the Phase #3 Reimbursement Agreement for the Phase #3 Improvements is \$603,317, which is less than the benefit received by the Phase #3 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #3 Assessed Property is \$603,317 plus Administrative Expenses and Maintenance Assessment. The Assessment for each Phase #3 Assessed Property is calculated based on the allocation methodologies described in Section V.C and is summarized in the Phase #3 Assessment Roll. The Phase #3 Assessment Roll is attached hereto as Appendix H.

Table VII-C
Phase #3
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements ¹	\$603,317
Total Other Costs	\$20,000
Total Special Benefit	\$623,317
Special Benefit:	
Total Special Benefit	\$623,317
Projected Special Assessment	\$603,317
Excess Benefit	\$20,000

See Table III-D for details.

D. FUTURE PHASES ASSESSMENT ROLL

As Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within the Phase (e.g., Appendix H will be added).

E. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Rolls in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

If Bonds are issued, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator at any time in the City's sole discretion. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third-party Administrator. The current PID Administrator is MuniCap, Inc.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. If the Owner fails to give such notice, such Owner shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act or other applicable laws. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council, shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments, Prepayment Costs and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

To the extent permitted by the PID Act, the City Council reserves the right to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

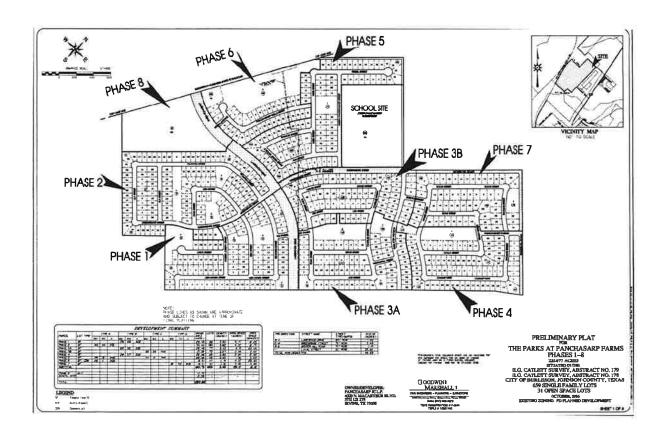
The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein; such interpretations and determinations shall be conclusive

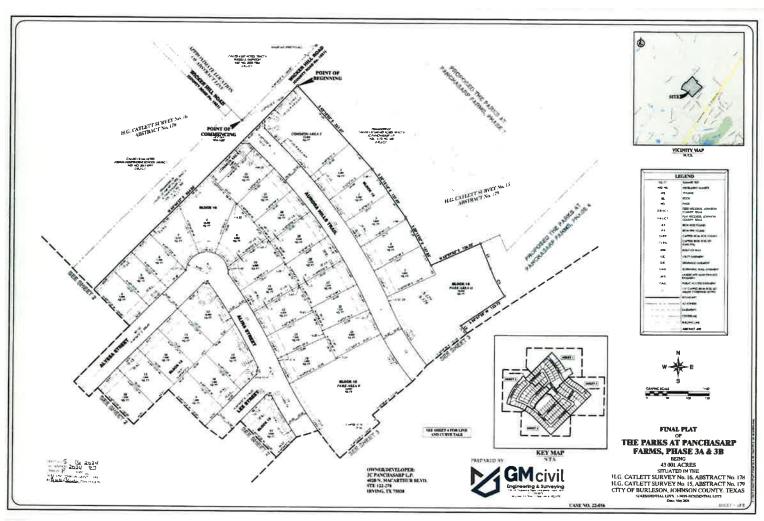
E. SEVERABILITY

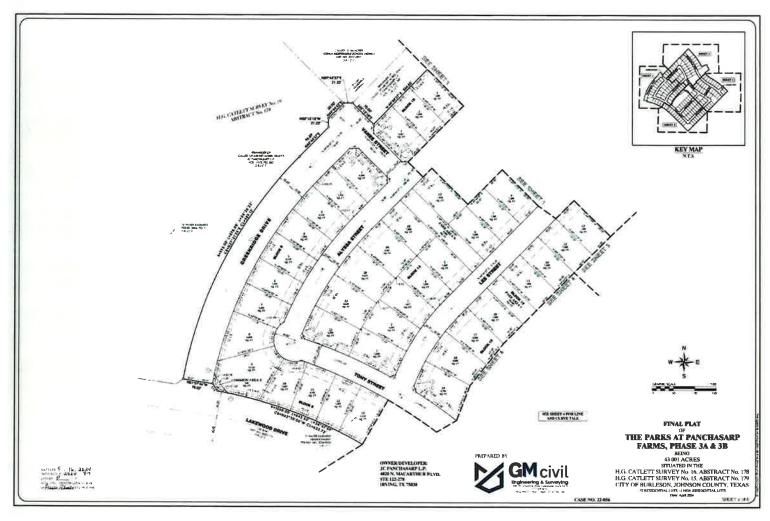
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service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

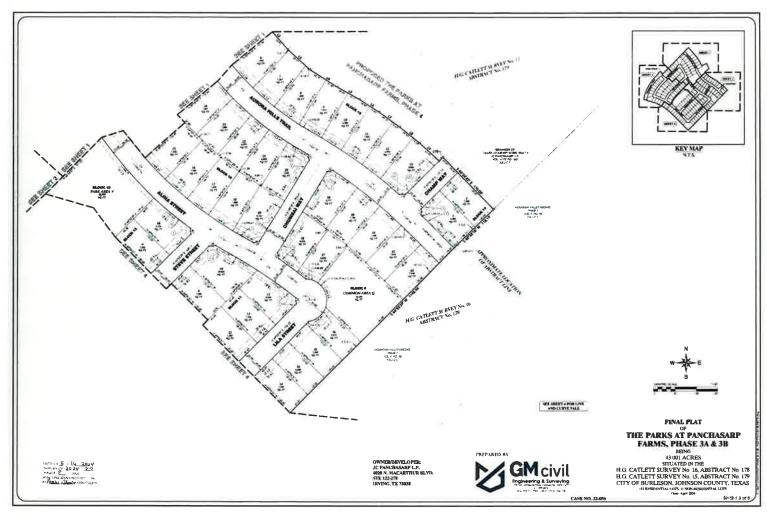
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

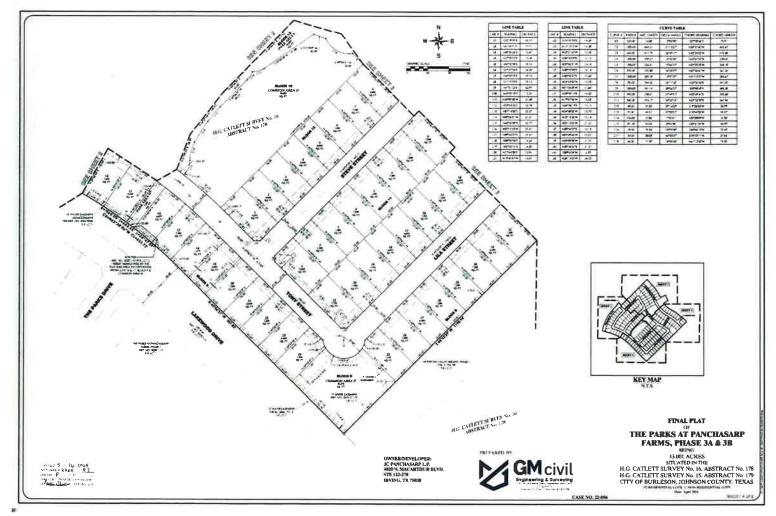
APPENDIX A THE PID MAP

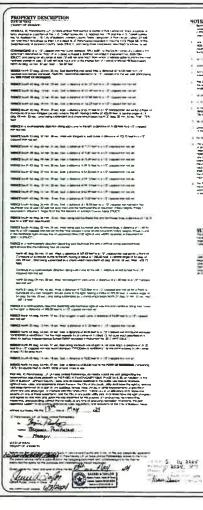












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JUHNSON COUNTY RECORDING

MED FOR RECORD ______E_ AN HOOMEN YOUNG __ INCO___ NOS___ COUNTY CLEME, 10-MOON COUNTY, TEXAS

OWNER/DEVELOPER: JC PANCHASARP L.P. MED N. MACANTHE BRISTI, STE 122-278 INVING, TX 75U8



FINAL PLAT THE PARKS AT PANCHASARP FARMS, PHASE 3A & 3B

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CANE NO. 22-014

CSO#5530-08-2024

APPENDIX B AUTHORIZED IMPROVEMENTS

The Parks @ Panchasarp Farms-ph. 3 Construction Cost Estimate June 2023

Phase 3

em	Activity	Unit	Quantity	Unit Cost	Total Cost
1	Grading				
	Fine Grading / Rototilling	HR	580	\$90.00	\$52,200.00
	6	Grading	360	390.00	\$52,200.00
3	Total	Grauing			\$32,200.00
2	Irrigation				VIII 7/2 P.L.
	Turf areas - Spray Head Irrigation	SF	195,460	\$1.50	\$293,190.0
	Plant Beds - Drip Irrigation	SF	2,000	\$4.00	\$8,000.00
	Controller	EA	6	\$1,000.00	\$6,000.00
	Point of Connection	EA	6	\$5,000.00	\$30,000.00
	Total I	rrigation			\$337,190.0
3					
J	Landscaping Native Grass Hydro Seeding	SF	59,400.00	\$0.15	\$8,910.00
	Trees - 3" Cal.	EA	125	\$650.00	\$81,250.00
	Bermuda Grass (Sod)	SF	195,460.00	\$0.65	\$127,049.0
	Ornamantal Grasses - 1 Gal.	EA	223	\$25.00	\$5,575.00
	Bend-A-Board	LF	310	\$5.00	\$1,550.00
	Bark Mulch (3" depth)	CY	18	\$75.00	\$1,350.00
	Top Soil - 6" in shrub area	CY	36	\$35.00	\$1,260.00
	Top Soil - 4" in grass area	CY	2,415	\$35.00	\$84,525.00
	Top Soil - 2" in native soil	CY	370	\$35.00	\$12,950.00
	Tree Stakes	EA	125	\$15.00	\$1,875.00
	Total Landscaping / Site Impro	vements			\$326,294.0
_	Maria Walter				
4	Site Furnishings	- A - B - S	Fire more		
	Benches	EA	2	\$1,500.00	\$3,000.00
	Light Bollard (including footing, wire and conduit)	EA	22	\$1,200.00	\$26,400.00
	Trash Receptacles	EA	4	\$1,300.00	\$5,200.00
į	Pet Waste Stations	EA	3	\$800.00	\$2,400.00
	Picnic Table	EA	2	\$2,500.00	\$5,000.00
	Bike Rack	EA	2	\$800.00	\$1,600.00
					\$43,600.00
	Total Site Fur	nishings			\$45,000.00
5	Total Site Fur	nishings			\$43,000.00
5		nishings EA	8	\$2,250.00	lw-ii-
5	Site Elements		8 3,389	\$2,250.00 \$40.00	\$18,000.00
5	Site Elements Accessible Curb Ramp for Trail Crossing	EA			\$18,000.00 \$135,560.00
5	Site Elements Accessible Curb Ramp for Trail Crossing Trails / Sidewalk	EA LF	3,389	\$40.00	\$18,000.00 \$135,560.00 \$44,100.00 \$347,624.00

The Parks @ Panchasarp Farms-ph. 3

Construction Cost Estimate June 2023

Item Activity Unit Quantity Unit Cost Total Cost
--

Playground				
Playground Equipment (incl. sales tax, freight and installation)	LS	1	\$125,000.00	\$125,000.00
Shade Structure over playground (incl. freight, sales tax, installation)	LS	1	\$20,000.00	\$20,000.00
Safety Fall Surfacing (Fibar 300 EWF System)	SF	5,000	\$4.50	\$22,500.00
Synthetic Turf w/ Play Pad along slope	SF	1,000	\$16.00	\$16,000.00
Pour n Place Rubber Surfacing @ slope sidewalk area	SF	280	\$65,00	\$18,200.00
14" Concrete Turndown thickened edge (at playground edge)	LF	253	\$40.00	\$10,120.00
ADA Accesible Concrete Ramp to Playground	SF	30	\$30.00	\$900.00
Playground Drainage Mat	LS	11_	\$4,000.00	\$4,000.00
Excavation for Playground depth	CY	185	\$30.00	\$5,550.00
Total Site Elements				\$222,270.00

Sub-Total		\$1,526,838
Electrical Engineer Fee Proposal	1,800	\$1,800
Landscape Architect Fee Proposal	23,000	\$23,000
Mobilization	5.0%	\$76,342
Final Cleanup	3.0%	\$45,805
Contingency	10.0%	\$152,684
Total		\$1,826,469

NOTES:

- 1) The Langvardt Design Group is not a construction estimator or construction contractor, nor should our rendering an opinion of probable construction costs be considered equivalent to the nature and extend of service a construction cost estimator or construction contractor would provide. This opinion is based solely upon our own experience with construction, requiring us to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other other design professionals engaged; the means and methods of construction the contractors will employ, the cost and extend of labor, equipment and materials the contractor will employ: the contractor's techniques in determining prices and market conditions at the time; and other factors over which the design professional has no control. Given the assumptions which must be made, the Langvardt Design Group cannot guarantee the accuracy of our opinion of cost.
- 2) This construction cost estimate is based upon the final site plan dated June 16, 2023
- 3) Construction estimate does not include design fees, permits or fees associated with approvals.
- 4) Common Excavation quantities are an estimate from a preliminary grading plan

$\frac{\text{APPENDIX C}}{\text{DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS}}$

PARKS AT PANCHASARP FARMS

Phase 1 Hardscape and Landscape **Construction Documents**

Developer: Design Consultants: LANCES WE MEDITET
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PROJECT LANDSCAPE AREA
CITY MAINTAINED LANDSCAPE AREA
TOTAL THE AREA 1 332 170 SF / 3LSB ACRES 334 720 SF / 7 68 ACRES NONE 79 749 SF / 1 57 ACRES



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS



PARKS AT PANCHASARP FARMS

Phase 1 Hardscape **Construction Documents**

Hardscape Quantities:

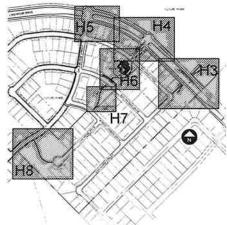
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Sheet Index:

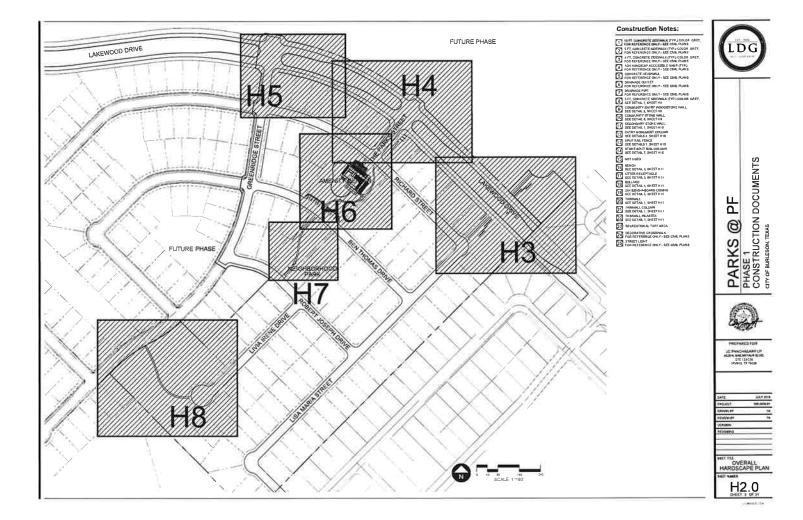


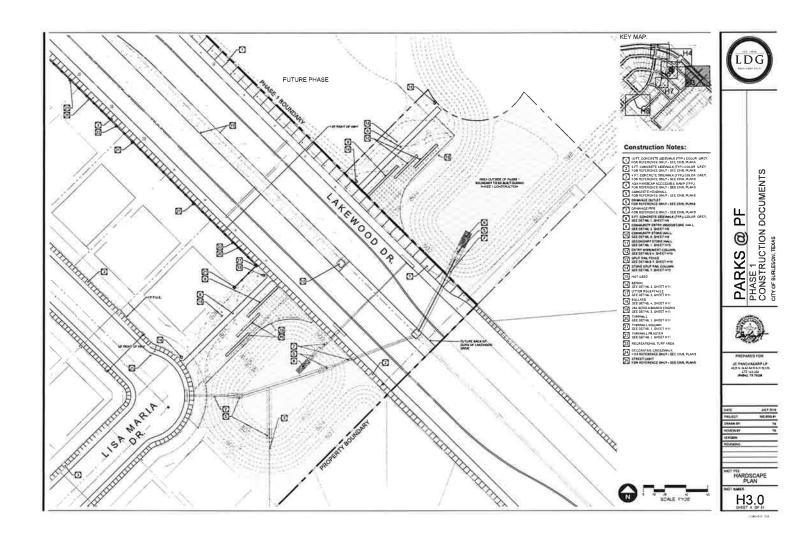


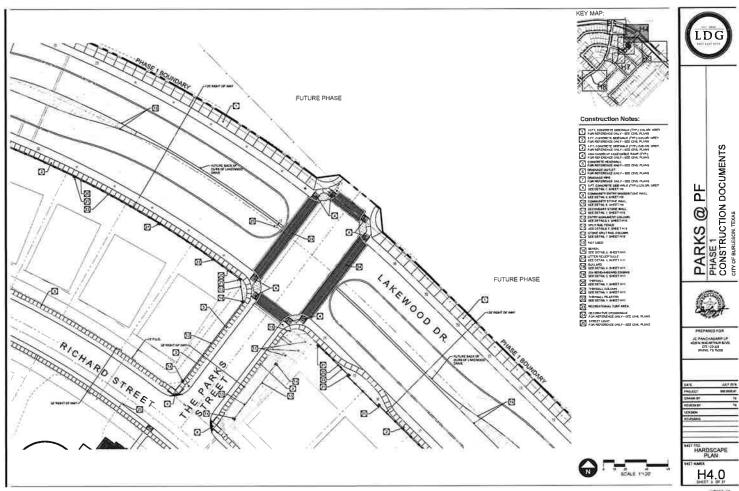


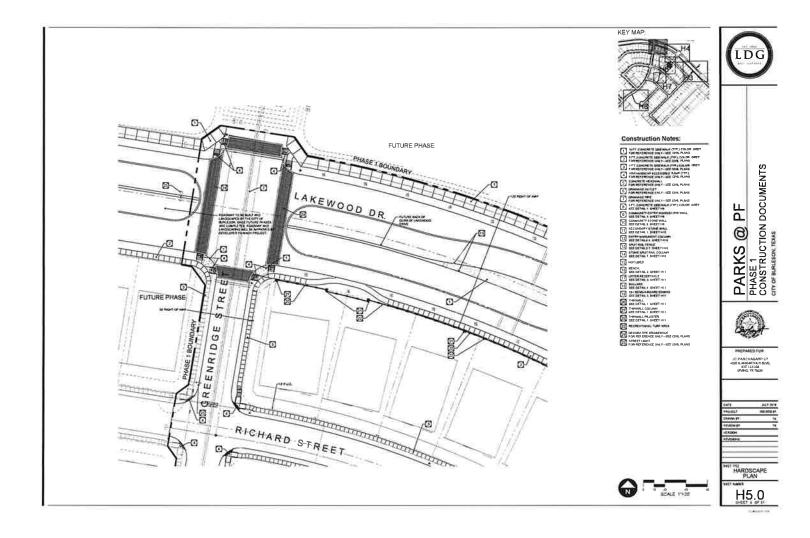
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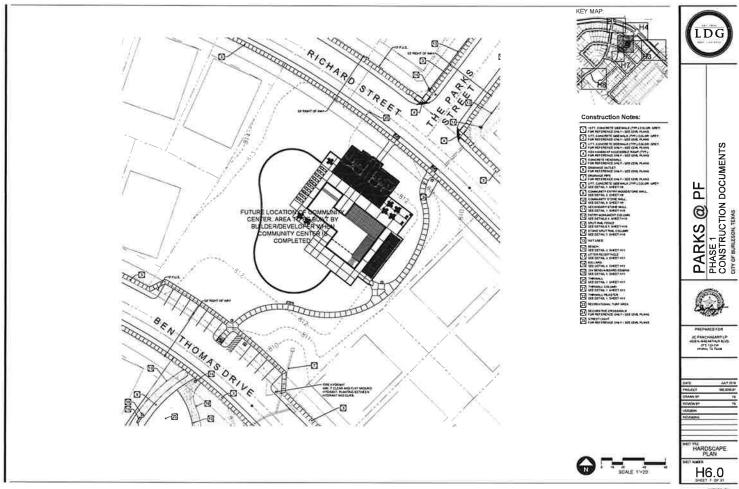


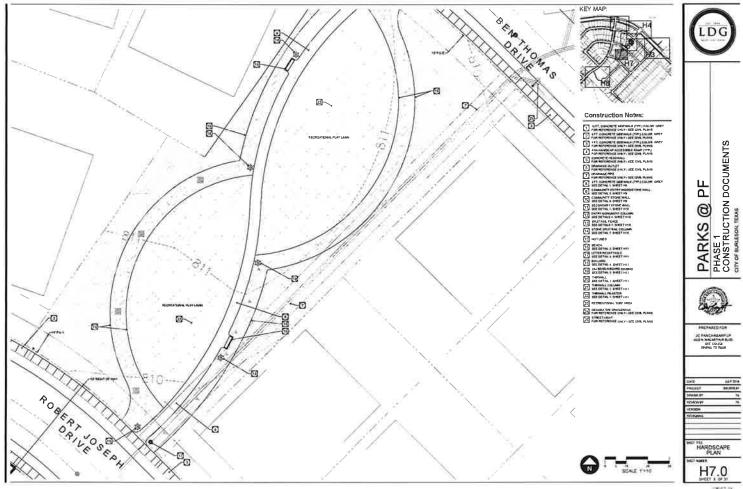


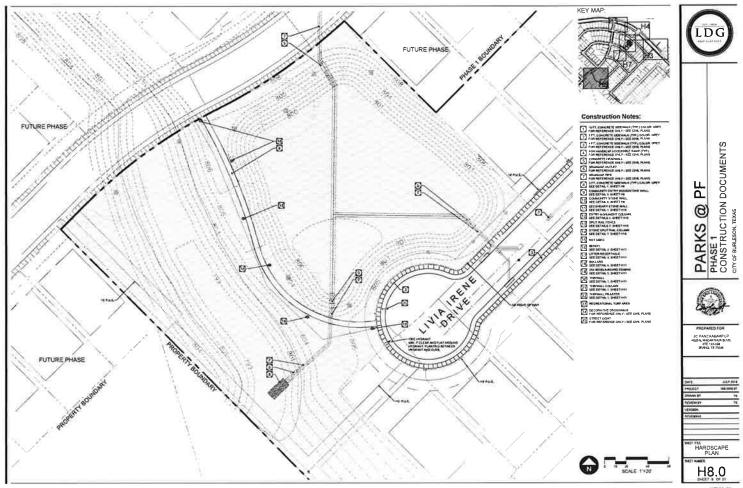


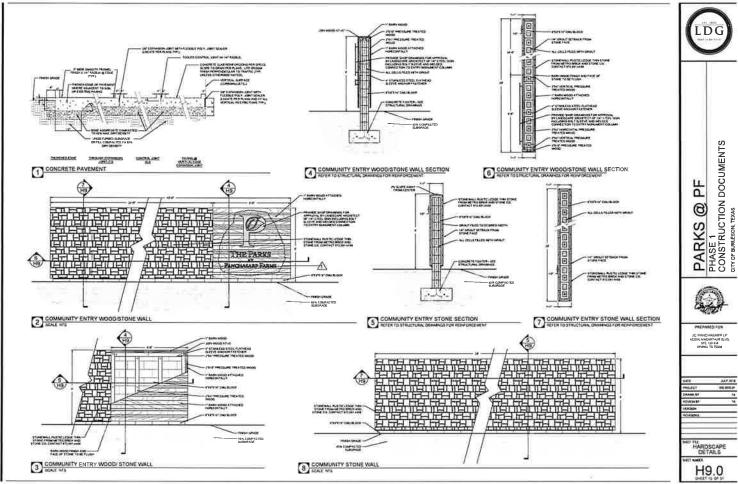




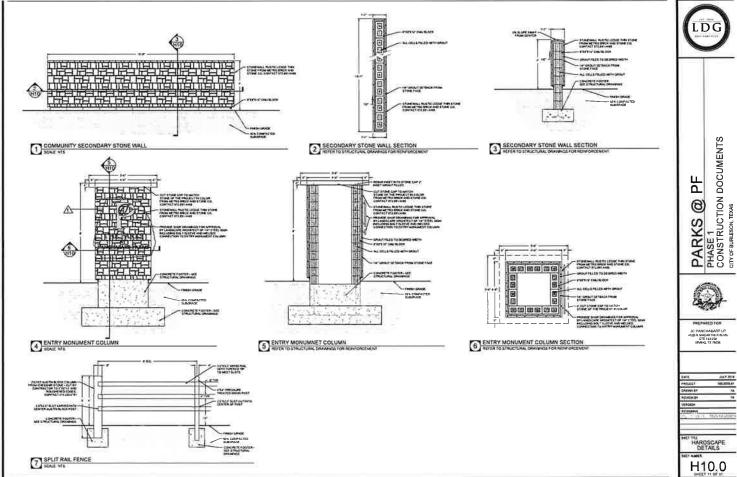


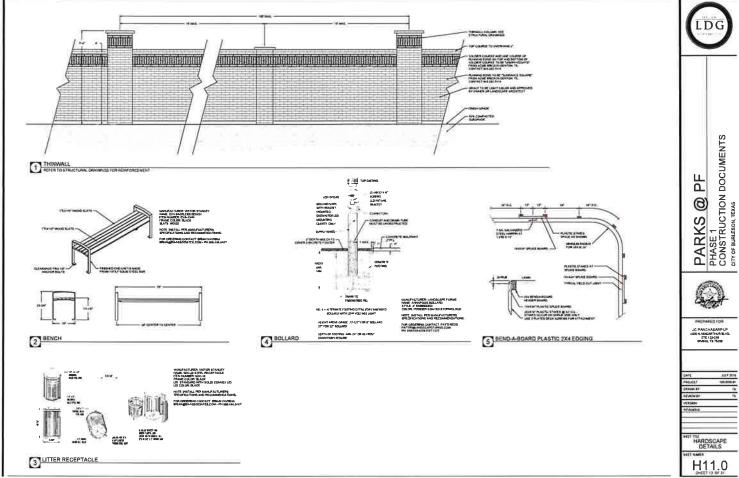












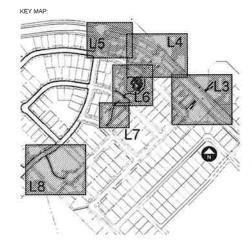
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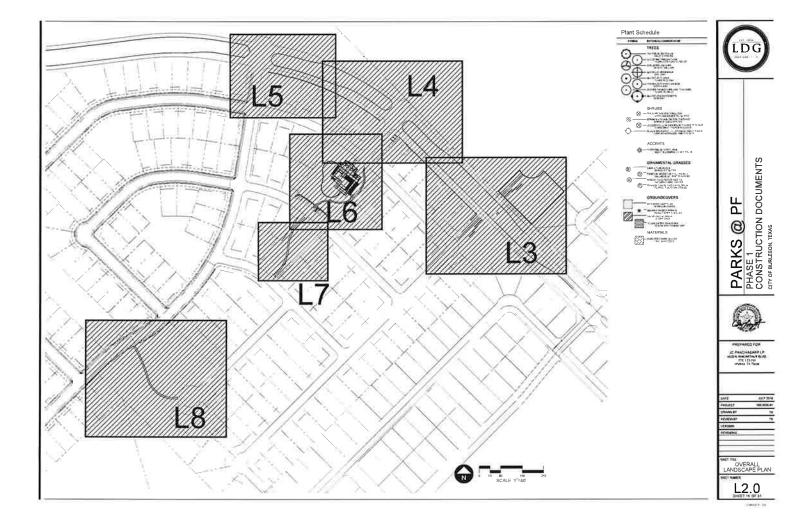


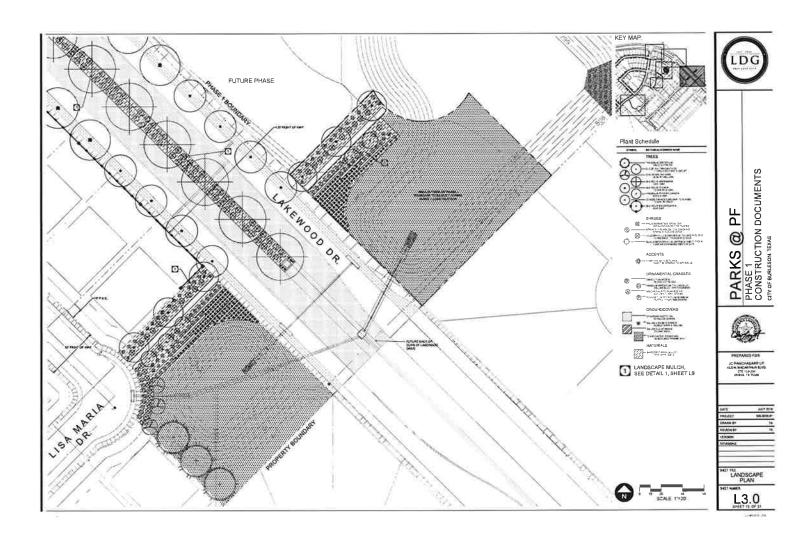


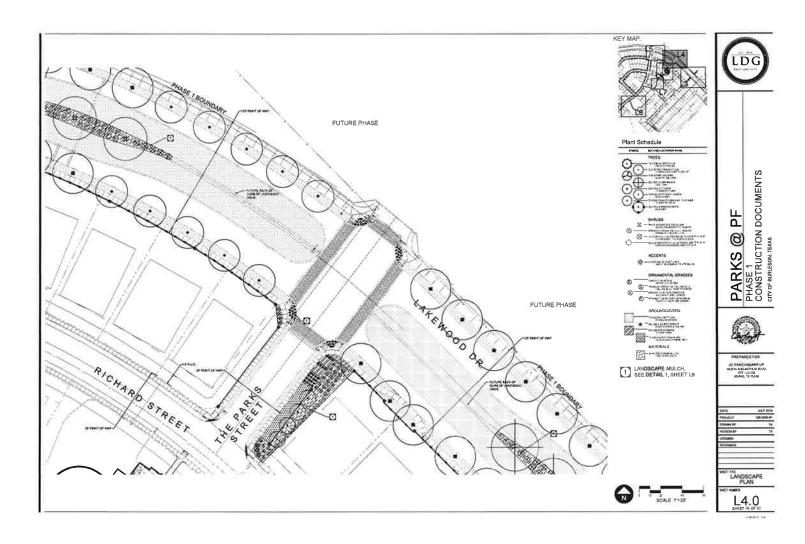
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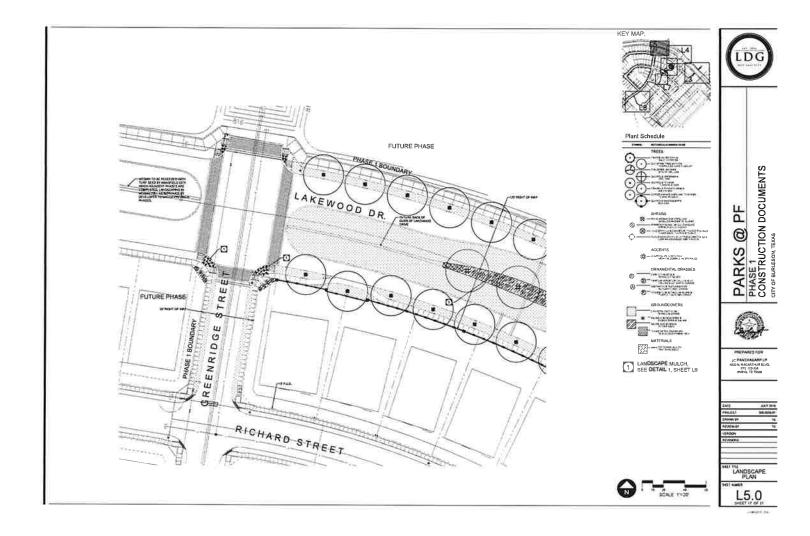


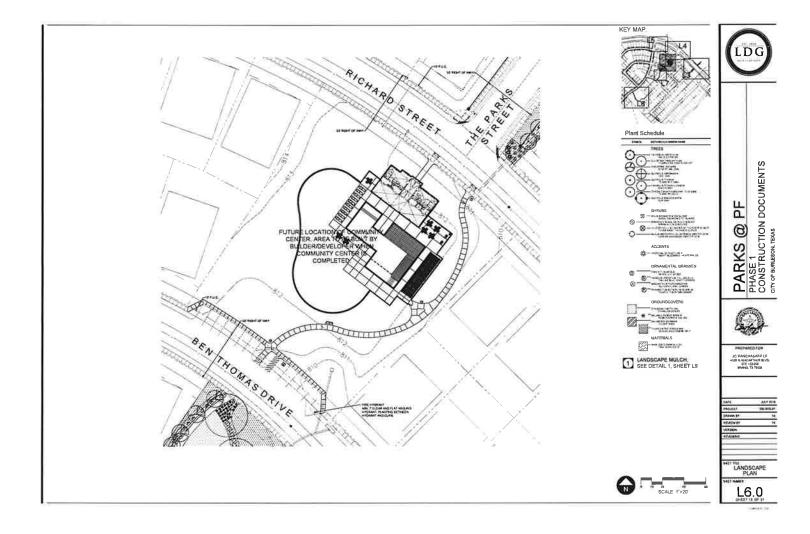


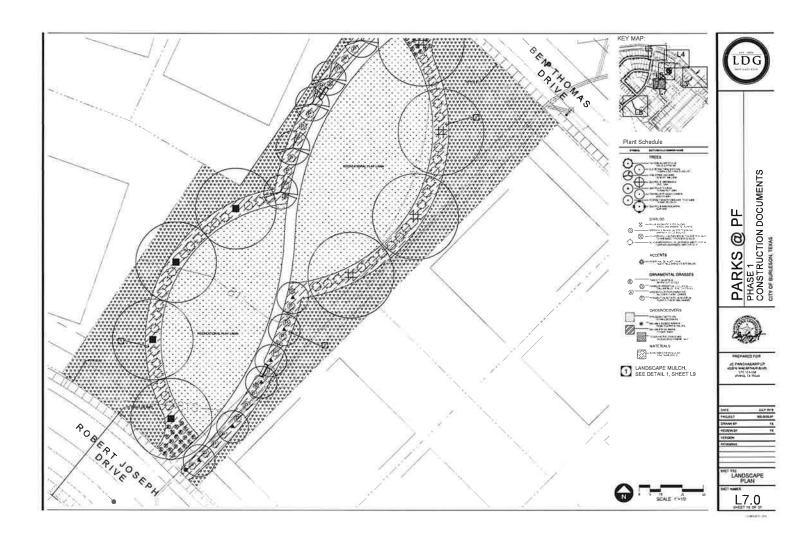


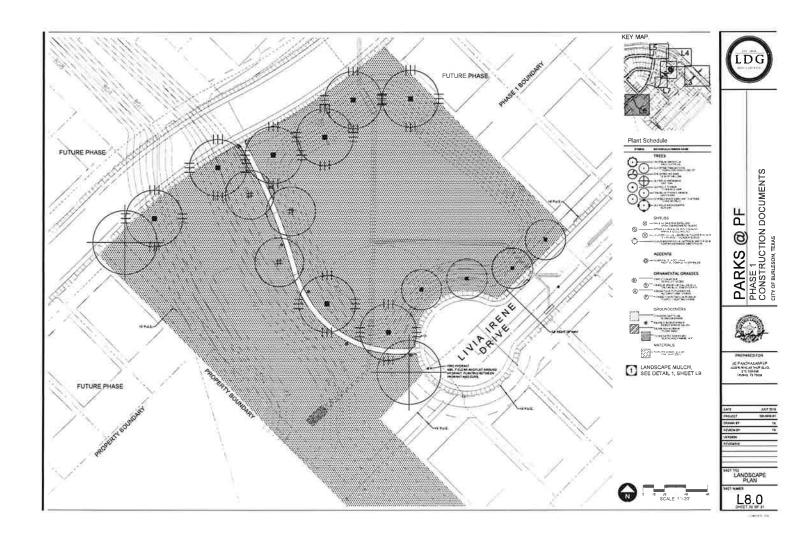


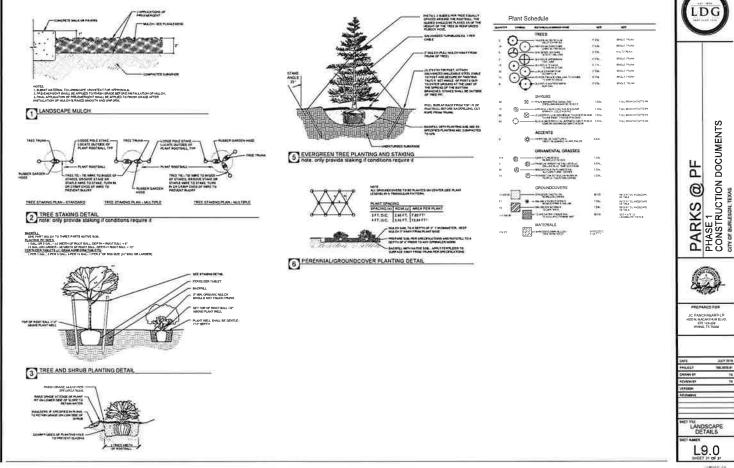
















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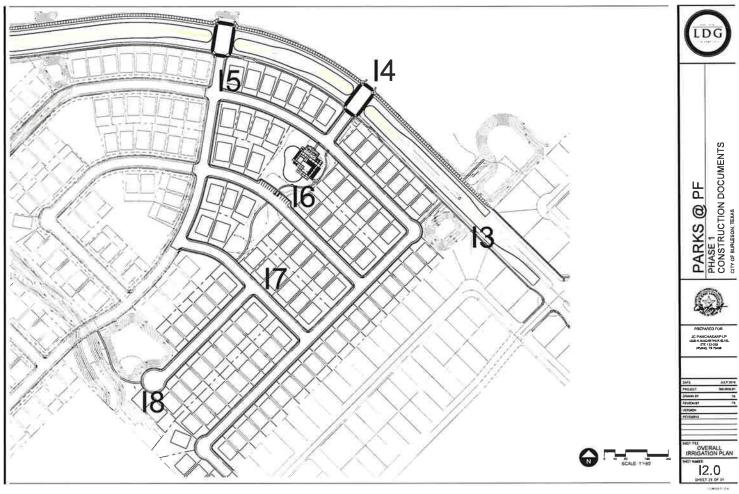


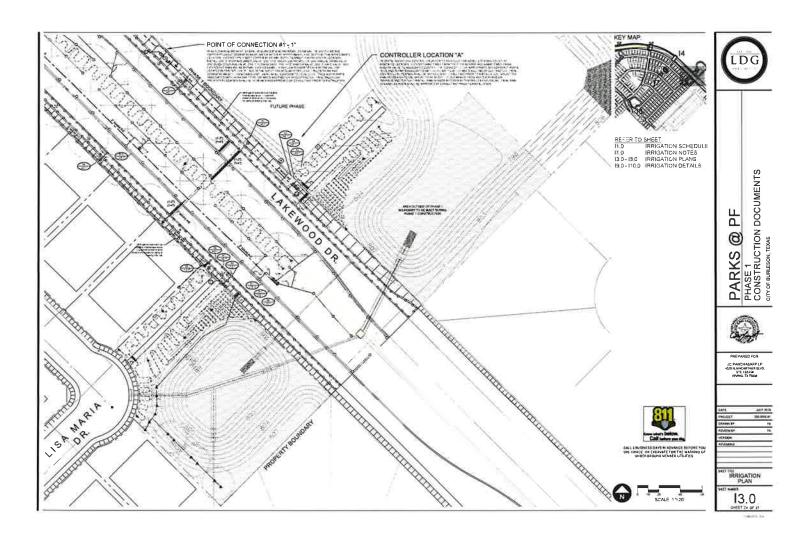
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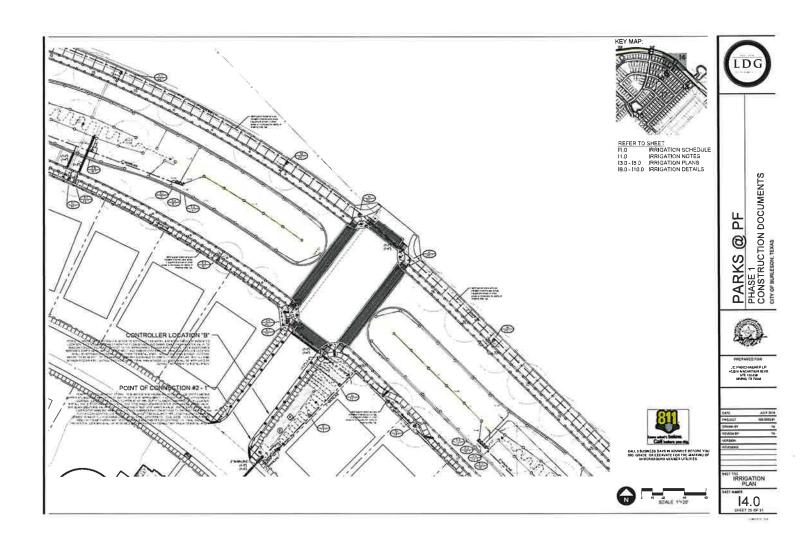
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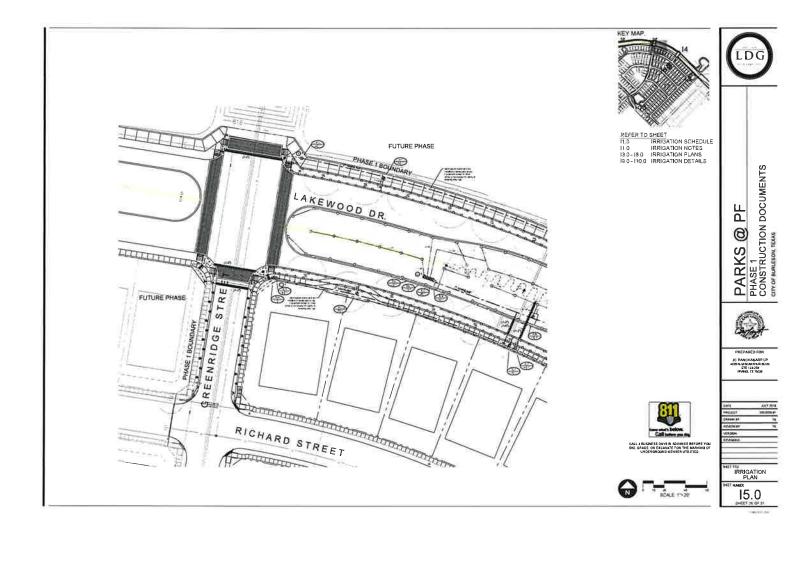
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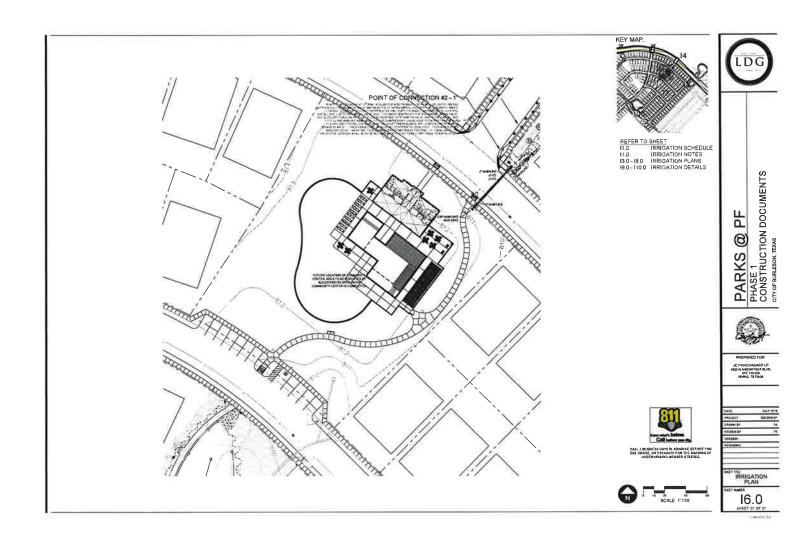
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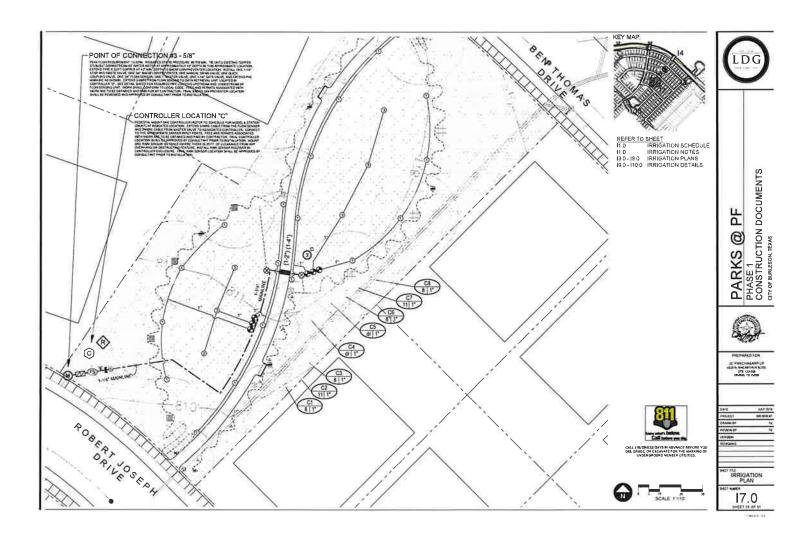


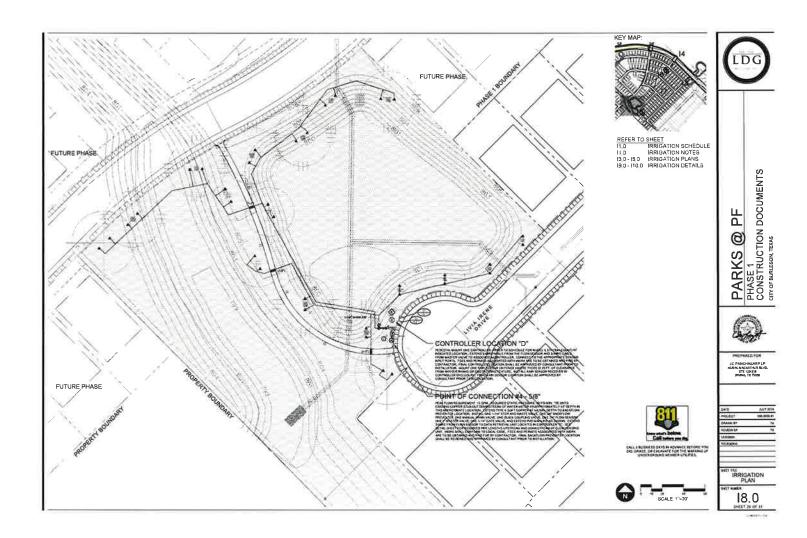


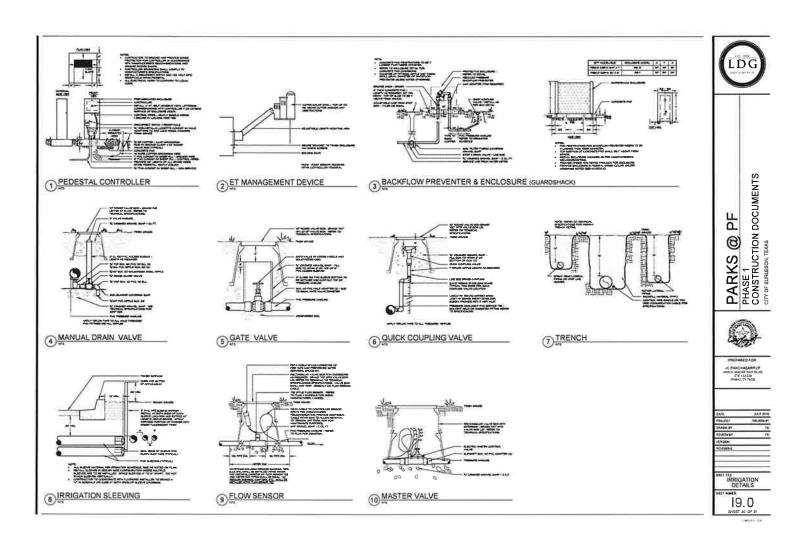


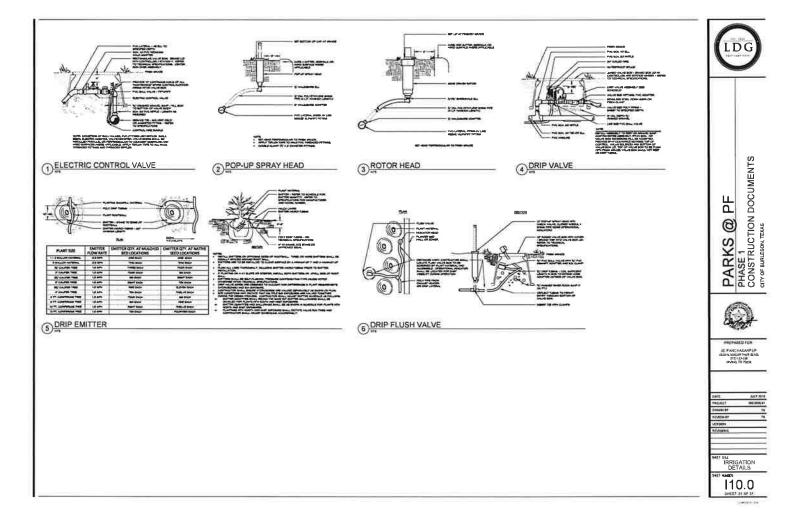


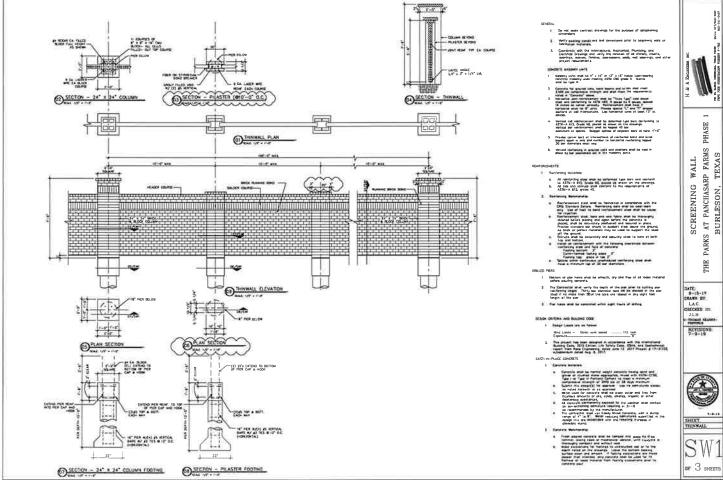


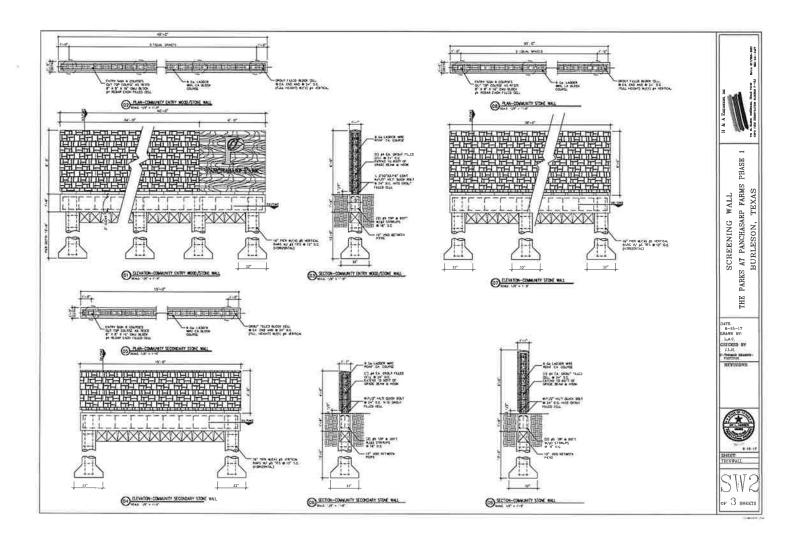


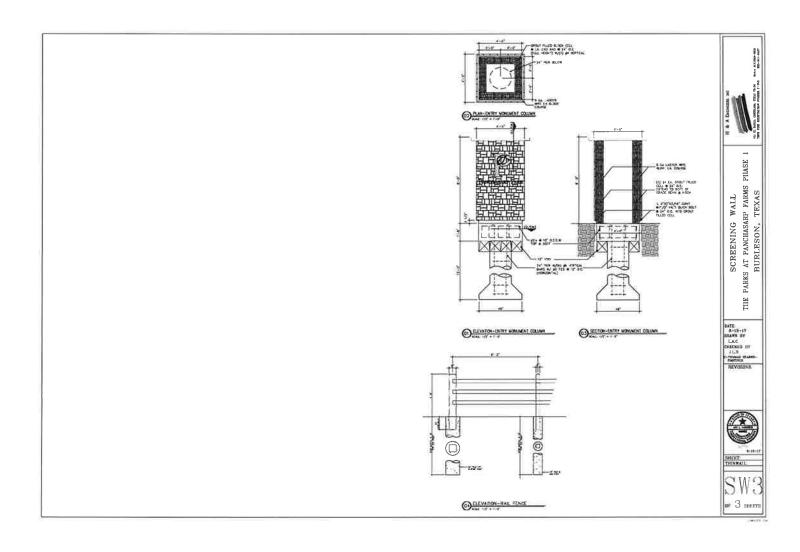


















<u>APPENDIX D</u> LAND USE CLASS, EQUIVALENT UNITS, ASSESSMENT PER EQUIVALENT UNIT

APPENDIX D

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

- "Lot Type 1" means lots identified as such on the Assessment Roll, being Lots typically with a Lot width of approximately 70 feet and more fully described in the development standards of the Planned Development.
- "Lot Type 2" means lots identified as such on the Assessment Roll, being Lots typically with a Lot width of approximately 65 to 69 feet and more fully described in the development standards of the Planned Development.
- "Lot Type 3" means lots identified as such on the Assessment Roll, being Lots typically with a Lot width of approximately 60 to 64 feet and more fully described in the development standards of the Planned Development.
- "Lot Type 4" means lots identified as such on the Assessment Roll, being Lots typically with a Lot width of approximately 55 to 69 feet and more fully described in the development standards of the Planned Development.
- "Lot Type 5" means lots identified as such on the Assessment Roll, being Lots identified as multifamily Lots and more fully described in the development standards of the Planned Development.

A) Proposed Development

Table D-A.1 shows the original proposed residential units to be developed within the PID.

<u>Table D-A.1</u> Proposed Development within the PID - Original

Lot Type	Description	Proposed D	evelopment
Lot Type 1	70 Ft Lots	43	Units
Lot Type 2	65 Ft Lots	73	Units
Lot Type 3	60 Ft Lots	315	Units
Lot Type 4	55 Ft Lots	228	Units
Lot Type 5	Multi-Family	250	Units
Total		909	Units

Table D-A.2 shows the updated (2021) proposed residential units to be developed within the PID.

<u>Table D-A.2</u> Proposed Development within the PID – Updated 2021

Lot Type	Description	Proposed D	evelopment
Lot Type 1	70 Ft Lots	43	Units
Lot Type 2	65 Ft Lots	73	Units
Lot Type 3	60 Ft Lots	304	Units
Lot Type 4	55 Ft Lots	239	Units
Lot Type 5	Multi-Family	250	Units
Total		909	Units

Table D-A.3 shows the original proposed Lot Types within Phase #1.

<u>Table D-A.3</u> Proposed Development – Phase #1 – Original

Lot Type	Description	Proposed I	Development
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	69	Units
Lot Type 4	55 Ft Lots	29	Units
Lot Type 5	Multi-Family	0	Units
Total		98	Units

Table D-A.4 shows the proposed Lot Types within Phase #1 updated in 2021.

<u>Table D-A.4</u> Proposed Development – Phase #1 – Updated 2021

Lot Type	Description	Proposed I	Development
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	58	Units
Lot Type 4	55 Ft Lots	40	Units
Lot Type 5	Multi-Family	0	Units
Total		98	Units

Table D-A.5 shows the original proposed Lot Types within Phase #2.

<u>Table D-A.5</u> Proposed Development – Phase #2 – Original

Lot Type	Description	Proposed I	Development
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	35	Units
Lot Type 4	55 Ft Lots	95	Units
Lot Type 5	Multi-Family	0	Units
Total		130	Units

Table D-A.6 in the following page shows the proposed Lot Types within Phase #3.

Table D-A.6
Proposed Development – Phase #3

Lot Type	Description	Proposed I	Development
Lot Type 1	70 Ft Lots	3	Units
Lot Type 2	65 Ft Lots	32	Units
Lot Type 3	60 Ft Lots	89	Units
Lot Type 4	55 Ft Lots	28	Units
Lot Type 5	Multi-Family	0	Units
Total		152	Units

Table D-A.7 shows the proposed Lot Types within Future Phases.

<u>Table D-A.7</u> Proposed Development – Future Phases

Lot Type	Description	Proposed I	Development
Lot Type 1	70 Ft Lots	25	Units
Lot Type 2	65 Ft Lots	39	Units
Lot Type 3	60 Ft Lots	151	Units
Lot Type 4	55 Ft Lots	64	Units
Lot Type 5	Multi-Family	250	Units
Total		529	Units

As explained under Section V.C, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Park Improvements to be financed shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type,

the City Council has taken into consideration (i) the type of lots (i.e., 70 Ft, 65 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (70 Ft Lots) representing the highest value to Lot Type 5 (Multi-Family Lot) representing the lowest value for residential lots are set forth in Table D-A.8. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.0.

Table D-A.8
Equivalent Unit Factors

	Estimated Average		
Lot Type	Unit Value	Equiv	alent Unit Factor
Lot Type 1 (70 Ft Lot)	\$340,000	1.00	per dwelling unit
Lot Type 2 (65 Ft Lot)	\$315,000	0.93	per dwelling unit
Lot Type 3 (60 Ft Lot)	\$293,000	0.86	per dwelling unit
Lot Type 4 (55 Ft Lot)	\$269,000	0.79	per dwelling unit
Lot Type 6 (Multi-Family)	\$105,000	0.31	per dwelling unit

The original total estimated Equivalent Units for Phase #1 are shown in Table D-A.9 as calculated based on the Equivalent Unit factors shown in Table D-A.8, estimated Lot Types and number of units estimated to be built within Phase #1.

<u>Table D-A.9</u> Equivalent Units - Phase #1 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	69	0.86	59.34
Lot Type 4 (55 Ft Lot)	29	0.79	22.91
Lot Type 6 (Multi-Family)	0	0.31	0.00
Total Equivalent Units	98		82.25

The updated (2021) total estimated Equivalent Units for Phase #1 are shown in Table D-A.10 as calculated based on the Equivalent Unit factors shown in Table D-A.8, estimated Lot Types and number of units estimated to be built within Phase #1.

<u>Table D-A.10</u> Equivalent Units - Phase #1 – Updated 2021

8	No. of	Equivalent	Total
Lot Type	units	Unit Factor	Equivalent Units
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	58	0.86	49.88
Lot Type 4 (55 Ft Lot)	40	0.79	31.60
Lot Type 6 (Multi-Family)	0	0.31	0.00
Total Equivalent Units	98		81.48

The original total estimated Equivalent Units for Phase #2 are shown in Table D-A.12 as calculated based on the Equivalent Unit factors shown in Table D-A.8, estimated Lot Types and number of units estimated to be built within Phase #2.

<u>Table D-A.11</u> Equivalent Units- Phase #2 – Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	35	0.86	30.10
Lot Type 4 (55 Ft Lot)	95	0.79	75.05
Lot Type 6 (Multi-Family)	0	0.31	0.00
Total Equivalent Units	130		105.15

The total estimated Equivalent Units for Phase #3 are shown in Table D-A.14 as calculated based on the Equivalent Unit factors shown in Table D-A.8, estimated Lot Types and number of units estimated to be built within Phase #3.

<u>Table D-A.12</u> Equivalent Units- Phase #3

 	No. of	Equivalent	Total
Lot Type	units	Unit Factor	Equivalent Units
Lot Type 1 (70 Ft Lot)	3	1.00	3.00
Lot Type 2 (65 Ft Lot)	32	0.93	29.76
Lot Type 3 (60 Ft Lot)	89	0.86	76.54
Lot Type 4 (55 Ft Lot)	28	0.79	22.12
Lot Type 6 (Multi-Family)	0	0.31	0.00
Total Equivalent Units	152		131.42

The total estimated Equivalent Units for Future Phases are shown in Table D-A.15 as calculated based on the Equivalent Unit factors shown in Table D-A.8, estimated Lot Types and number of units estimated to be built within Future Phases.

<u>Table D-A.13</u> Estimated Equivalent Units- Future Phases

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft Lot)	40	1.00	40.00
Lot Type 2 (65 Ft Lot)	41	0.93	38.13
Lot Type 3 (60 Ft Lot)	122	0.86	104.92
Lot Type 4 (55 Ft Lot)	76	0.79	60.04
Lot Type 6 (Multi-Family)	250	0.31	77.50
Total Equivalent Units	529		320.59

B) Allocation of Assessments to Lots within the Phase #1 (Original)

The original total amount of the Phase #1 Reimbursement Agreement payable from Assessments, which represented the total Assessment to be allocated on all Parcels within Phase #1, was \$374,134 As shown in Table D-A.9, there were a total of 82.25 estimated Equivalent Units in Phase #1, which resulted in an Assessment per Equivalent Unit of \$4,585.22.

The Assessment per dwelling unit or acre was calculated as the product of (i) \$4,585.22 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit was \$3,943.29 (i.e. $$4,585.22 \times 0.86 = $3,948.05$). The Assessment for a Lot Type 4 (55 Ft Lot) dwelling unit was \$3,622.33 (i.e. $$4,585.22 \times 0.79 = $3,626.70$). Table D-B.1 sets forth the original Assessment per dwelling unit for each applicable Lot Type.

<u>Table D-B.1</u> Assessment Per Unit – Phase #1 - Original

	No. of	Assessment Per	Equivalent			Total
Description	Units	Equivalent Unit	Unit Factor	Assessment	per Unit	Assessments
Lot Type 3 (60 Ft Lot)	69	\$4,585.22	0.86	\$3,943.29	per unit	\$272,087
Lot Type 4 (55 Ft Lot)	29	\$4,585.22	0.79	\$3,622.33	per unit	\$105,047
Total	98					\$374,134

The original projected tax rate equivalent per unit calculated based on the estimated finished home values for each unit is shown in Table D-B.2.

Table D-B.2
Estimated Tax Rate Equivalent per Unit – Phase #1 – Original

	No. of	Projected Home Value	Projected Average Annual Installment per	Tax Rate Equivalent (per \$100 Home
Description	Units	per unit	Unit	Value)
Lot Type 3 (60 Ft Lot)	69	\$293,000	\$634.44	\$0.217
Lot Type 4 (55 Ft Lot)	29	\$269,000	\$582.80	\$0.217

C) Allocation of Assessments to Lots within the Phase #1 (Updated 2021)

The updated (2021) total amount of the Phase #1 Reimbursement Agreement payable from Assessments, which represents the total Assessment allocated on all Parcels within Phase #1, was \$374,055 As shown in Table D-A.10, there were a total of 81.48 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of \$4,590.75.

The Assessment per dwelling unit or acre was calculated as the product of (i) \$4,590.75 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit was \$3,948.05 (i.e. \$4,590.75 \times 0.86 = \$3,948.05). The Assessment for a Lot Type 4 (55 Ft Lot) dwelling unit was \$3,626.70 (i.e. \$4,590.75 \times 0.79 = \$3,626.70). Table D-C.1 sets forth the updated (2021) Assessment per dwelling unit for each applicable Lot Type.

Table D-C.1
Assessment Per Unit – Phase #1 – Updated 2021

	No. of	Assessment Per	Equivalent			Total
Description	Units	Equivalent Unit	Unit Factor	Assessment	per Unit	Assessments
Lot Type 3 (60 Ft Lot)	58	\$4,590.75	0.86	\$3,948.05	per unit	\$228,987
Lot Type 4 (55 Ft Lot)	40	\$4,590.75	0.79	\$3,626.70	per unit	\$145,068
Total	98					\$374,055

The updated (2021) projected tax rate equivalent per unit calculated based on the estimated finished home values for each unit is shown in Table D-C.2.

<u>Table D-C.2</u> Estimated Tax Rate Equivalent per Unit – Phase #1 – Updated 2021

	No. of	Projected Home Value	Projected Average Annual Installment per	Tax Rate Equivalent (per \$100 Home
Description	Units	per unit	Unit	Value)
Lot Type 3 (60 Ft Lot)	35	\$370,000	\$635.21	\$0.172
Lot Type 4 (55 Ft Lot)	95	\$345,000	\$583.50	\$0.169

D) Allocation of Assessments to Lots within the Phase #2 (Original)

The original total amount of the Phase #2 Reimbursement payable from Assessments, which represented the total Assessment allocated on all Parcels within Phase #2, was \$482,718. As shown in Table D-A.12, there were a total of 105.15 estimated Equivalent Units in Phase #2, which resulted in an Assessment per Equivalent Unit of \$4,590.75.

The Assessment per dwelling unit or acre was calculated as the product of (i) \$4,590.75 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit was \$3,948.05 (i.e. $$4,590.75 \times 0.86 = $3,948.05$). The Assessment

for a Lot Type 4 (55 Ft Lot) dwelling unit was \$3,626.70 (i.e. $$4,590.75 \times 0.79 = $3,626.70$). Table D-D.1 sets forth the original Assessment per dwelling unit for each applicable Lot Type.

<u>Table D-D.1</u> Assessment Per Unit – Phase #2 – Original

	No. of	Assessment Per	Equivalent			Total
Description	Units	Equivalent Unit	Unit Factor	Assessment	per Unit	Assessments
Lot Type 3 (60 Ft Lot)	35	\$4,590.75	0.86	\$3,948.05	per unit	\$138,182
Lot Type 4 (55 Ft Lot)	95	\$4,590.75	0.79	\$3,626.70	per unit	\$344,536
Total	130					\$482,718

The original projected tax rate equivalent per unit calculated based on the estimated finished home values for each unit is shown in Table D-D.2.

<u>Table D-D.2</u> Estimated Tax Rate Equivalent per Unit – Phase #2

Description	No. of Units	Projected Home Value per unit	Projected Average Annual Installment per Unit	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 3 (60 Ft Lot)	35	\$370,000	\$618.90	\$0.167
Lot Type 4 (55 Ft Lot)	95	\$345,000	\$568.52	\$0.165

E) Allocation of Assessments to Lots within the Phase #3

The total amount of the Phase #3 Reimbursement payable from Assessments, which represents the total Assessment to be allocated on all Parcels within Phase #3, is \$603,317. As shown in Table D-A.12, there are a total of 131.42 estimated Equivalent Units in Phase #3, resulting in an Assessment per Equivalent Unit of \$4,590.75.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$4,590.75 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is \$4,590.75 (i.e. \$4,590.75 \times 1.00 = \$4,590.75). The Assessment for a Lot Type 2 (65 Ft Lot) dwelling unit is \$4,269.40 (i.e. \$4,590.75 \times 0.93 = \$4,269.40). The Assessment for a Lot Type 3 (55 Ft Lot) dwelling unit is \$3,948.05 (i.e. \$4,590.75 \times 0.86 = \$3,948.05). The Assessment for a Lot Type 4 (55 Ft Lot) dwelling unit is \$3,626.70 (i.e. \$4,590.75 \times 0.79 = \$3,626.70). Table D-E.1 in the following page sets forth the Assessment per dwelling unit for each applicable Lot Type.

Table D-E.1
Assessment Per Unit - Phase #3

	No. of	Assessment Per	Equivalent			Total
Description	Units	Equivalent Unit	Unit Factor	Assessment	per Unit	Assessments
Lot Type 1 (70 Ft Lot)	3	\$4,590.75	1.00	\$4,590.75	per unit	\$13,772
Lot Type 2 (65 Ft Lot)	32	\$4,590.75	0.93	\$4,269.40	per unit	\$136,621
Lot Type 3 (60 Ft Lot)	89	\$4,590.75	0.86	\$3,948.05	per unit	\$351,376
Lot Type 4 (55 Ft Lot)	28	\$4,590.75	0.79	\$3,626.70	per unit	\$101,547
Total	152					\$603,317

The updated projected tax rate equivalent per unit calculated based on the estimated finished home values for each unit is shown in Table D-E.2.

<u>Table D-E.2</u> Estimated Tax Rate Equivalent per Unit – Phase #3

Description	No. of Units	Projected Home Value per unit	Projected Average Annual Installment per Unit	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (70 Ft Lot)	3	\$420,000	\$772.45	\$0.184
Lot Type 4 (55 Ft Lot)	32	\$395,000	\$718.38	\$0.182
Lot Type 3 (60 Ft Lot)	89	\$370,000	\$664.31	\$0.180
Lot Type 4 (55 Ft Lot)	28	\$345,000	\$610.24	\$0.177

AFTER RECORDING RETURN TO:
]1
NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF BURLESON, TEXAS CONCERNING THE FOLLOWING PROPERTY
STREET ADDRESS
LOT TYPE PRINCIPAL ASSESSMENT: \$
As the purchaser of the real property described above, you are obligated to pay assessme to the City of Burleson, Texas (the "City"), for the costs of a portion of a public improvement

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment 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.

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

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Johnson County.

APPENDIX E PID ASSESSMENT NOTICE

required by Section 5.0143, Texas Property Code, as amended. DATE: DATE: OF **SIGNATURE** OF SIGNATURE **PURCHASER PURCHASER** STATE OF TEXAS **COUNTY OF JOHNSON** The foregoing instrument was acknowledged before me by_____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed. Given under my hand and seal of office on this , 20. Notary Public, State of Texas³

The undersigned purchaser acknowledges receipt of this notice before the effective date of

a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information

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

a binding contract for the purchase of the real property at the a	address described above.
DATE:	DATE:
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER
The undersigned seller acknowledges providing this no the effective date of a binding contract for the purchase of the rabove.	
DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²

[The undersigned purchaser acknowledges receipt of this notice before the effective date of

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

property at the address above.			
DATE:		DATE:	
SIGNATURE OF SELLER	-	SIGNATURE OF SEL	LER
STATE OF TEXAS	§ § §		
COUNTY OF JOHNSON	§ §		
foregoing instrument and acknowle purposes therein expressed. Given under my hand and se	me to be the person(edged to me that he deal of office on this	(s) whose name(s) is/are subscribe	and d to the
Notary Public, State of Texa	as] ⁴		

The undersigned seller acknowledges providing a separate copy of the notice required

by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real

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

APPENDIX F PHASE #1 ASSESSMENT ROLL

Appendix F-1 Phase #1 Assessment Roll - Aggregate

Parcel Assessment Total Units All Parcels \$374,055 81.48

		Administration Expense			
Year	Proposed Revised Principal ¹	Revised Interest ²	Maintenance Assessment	Other Administrative Expenses ³	Annual Installment
9/30/2021	\$14,367	\$8,059	\$9,248	\$4,851	\$36,525
9/30/2022	\$28,102	\$17,947	\$21,430	\$11,336	\$78,816
9/30/2023	\$6,009	\$17,088	\$21,892	\$11,805	\$56,793
9/30/2024	\$6,366	\$16,604	\$21,892	\$12,185	\$57,047
9/30/2025	\$5,996	\$16,280	\$21,892	\$12,282	\$56,450
9/30/2026	\$6,320	\$15,974	\$21,892	\$12,528	\$56,713
9/30/2027	\$6,572	\$15,652	\$21,892	\$12,779	\$56,894
9/30/2028	\$6,896	\$15,316	\$21,892	\$13,034	\$57,138
9/30/2029	\$7,148	\$14,965	\$21,892	\$13,295	\$57,300
9/30/2030	\$7,710	\$14,600	\$21,892	\$13,561	\$57,762
9/30/2031	\$8,046	\$14,207	\$21,892	\$13,832	\$57,977
9/30/2032	\$8,299	\$13,797	\$21,892	\$14,109	\$58,096
9/30/2033	\$8,862	\$13,373	\$21,892	\$14,271	\$58,398
9/30/2034	\$9,438	\$12,921	\$21,892	\$14,277	\$58,528
9/30/2035	\$9,774	\$12,440	\$21,892	\$14,277	\$58,383
9/30/2036	\$10,027	\$11,942	\$21,892	\$14,277	\$58,137
9/30/2037	\$10,588	\$11,430	\$21,892	\$14,277	\$58,187
9/30/2038	\$11,164	\$10,890	\$21,892	\$14,277	\$58,223
9/30/2039	\$11,740	\$10,321	\$21,892	\$14,277	\$58,230
9/30/2040	\$12,316	\$9,722	\$21,892	\$14,277	\$58,207
9/30/2041	\$12,892	\$9,094	\$21,892	\$14,277	\$58,155
9/30/2042	\$13,706	\$8,437	\$21,892	\$14,277	\$58,312
9/30/2043	\$14,605	\$7,738	\$21,892	\$14,277	\$58,512
9/30/2044	\$15,195	\$6,993	\$21,892	\$14,277	\$58,356
9/30/2045	\$16,010	\$6,218	\$21,892	\$14,277	\$58,396
9/30/2046	\$16,908	\$5,401	\$21,892	\$14,277	\$58,478
9/30/2047	\$17,737	\$4,539	\$21,892	\$14,277	\$58,444
9/30/2048	\$18,636	\$3,634	\$21,892	\$14,277	\$58,439
9/30/2049	\$19,464	\$2,684	\$21,892	\$14,277	\$58,317
9/30/2050	\$20,458	\$1,691	\$21,892	\$14,277	\$58,318
9/30/2051	\$12,214	\$648	\$12,719	\$8,295	\$33,876
9/30/2052	\$490	\$25	\$462	\$301	\$1,278
Total	\$374,056	\$330,630	\$656,826	\$411,175	\$1,772,686

¹Proposed Revised Principal amounts for Assessment years ending 9/30/2021 through 9/30/2024 represent regularly scheduled principal payments and Assessment prepayments. Future principal and interest amounts shown above are subject to change based upon, but not limited to, additional prepayments received.

²The interest is calculated using a 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

³The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, assessment collection costs, and other PID administrative expenses. These estimates will be updated each year as part of the Annual Service Plan Update.

Appendix F-2 Phase #1 Assessment Roll – 2020-21 Trigger

Lot(s) Assessment Total Equivalent Units 41 \$143,738 34.14

		<u> </u>	Administration Expense		
Year	Proposed Revised Principal	Revised Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³
9/30/2021	\$2,425	\$8,058	\$9,248	\$4,851	\$24,583
9/30/2022	\$2,224	\$7,266	\$8,979	\$4,750	\$23,219
9/30/2023	\$2,673	\$6,956	\$9,173	\$5,006	\$23,808
9/30/2024	\$2,667	\$6,829	\$9,173	\$5,106	\$23,774
9/30/2025	\$2,513	\$6,821	\$9,173	\$5,146	\$23,653
9/30/2026	\$2,648	\$6,693	\$9,173	\$5,249	\$23,763
9/30/2027	\$2,754	\$6,558	\$9,173	\$5,354	\$23,839
9/30/2028	\$2,889	\$6,418	\$9,173	\$5,461	\$23,941
9/30/2029	\$2,995	\$6,270	\$9,173	\$5,571	\$24,008
9/30/2030	\$3,230	\$6,117	\$9,173	\$5,682	\$24,202
9/30/2031	\$3,371	\$5,953	\$9,173	\$5,796	\$24,292
9/30/2032	\$3,477	\$5,781	\$9,173	\$5,911	\$24,342
9/30/2033	\$3,713	\$5,603	\$9,173	\$5,980	\$24,469
9/30/2034	\$3,954	\$5,414	\$9,173	\$5,982	\$24,523
9/30/2035	\$4,095	\$5,212	\$9,173	\$5,982	\$24,462
9/30/2036	\$4,201	\$5,004	\$9,173	\$5,982	\$24,359
9/30/2037	\$4,437	\$4,789	\$9,173	\$5,982	\$24,380
9/30/2038	\$4,678	\$4,563	\$9,173	\$5,982	\$24,395
9/30/2039	\$4,919	\$4,324	\$9,173	\$5,982	\$24,398
9/30/2040	\$5,160	\$4,074	\$9,173	\$5,982	\$24,389
9/30/2041	\$5,402	\$3,810	\$9,173	\$5,982	\$24,367
9/30/2042	\$5,743	\$3,535	\$9,173	\$5,982	\$24,432
9/30/2043	\$6,120	\$3,242	\$9,173	\$5,982	\$24,516
9/30/2044	\$6,367	\$2,930	\$9,173	\$5,982	\$24,451
9/30/2045	\$6,708	\$2,605	\$9,173	\$5,982	\$24,468
9/30/2046	\$7,084	\$2,263	\$9,173	\$5,982	\$24,502
9/30/2047	\$7,432	\$1,902	\$9,173	\$5,982	\$24,488
9/30/2048	\$7,808	\$1,523	\$9,173	\$5,982	\$24,486
9/30/2049	\$8,156	\$1,125	\$9,173	\$5,982	\$24,435
9/30/2050	\$8,572	\$709	\$9,173	\$5,982	\$24,435
9/30/2051	\$5,118	\$271	\$5,329	\$3,476	\$14,194
9/30/2052	\$205	\$10	\$194	\$126	\$536
Total	\$143,738	\$142,629	\$280,583	\$175,160	\$742,110

The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³ For years 2021 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

<u>Appendix F-2-A</u> Phase #1 Assessment Roll by Lot Type – 2020-21 Trigger

Lot Type Equivalent Unit Factor Assessment Lot Type 3 (60 Ft) 0.86 \$3,948.05

Year			Administra	tion Expense		
	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³	
9/30/2021	\$61	\$203	\$233	\$122	\$619	
9/30/2022	\$56	\$183	\$231	\$124	\$594	
9/30/2023	\$67	\$175	\$231	\$126	\$600	
9/30/2024	\$67	\$192	\$231	\$129	\$619	
9/30/2025	\$74	\$188	\$231	\$131	\$625	
9/30/2026	\$74	\$185	\$231	\$134	\$623	
9/30/2027	\$81	\$181	\$231	\$136	\$629	
9/30/2028	\$81	\$177	\$231	\$139	\$628	
9/30/2029	\$88	\$173	\$231	\$142	\$633	
9/30/2030	\$94	\$168	\$231	\$145	\$638	
9/30/2031	\$94	\$163	\$231	\$148	\$636	
9/30/2032	\$101	\$158	\$231	\$151	\$641	
9/30/2033	\$108	\$153	\$231	\$151	\$643	
9/30/2034	\$114	\$148	\$231	\$151	\$644	
9/30/2035	\$114	\$142	\$231	\$151	\$638	
9/30/2036	\$121	\$136	\$231	\$151	\$639	
9/30/2037	\$128	\$130	\$231	\$151	\$640	
9/30/2038	\$135	\$123	\$231	\$151	\$640	
9/30/2039	\$141	\$117	\$231	\$151	\$640	
9/30/2040	\$148	\$109	\$231	\$151	\$639	
9/30/2041	\$155	\$102	\$231	\$151	\$638	
9/30/2042	\$168	\$94	\$231	\$151	\$644	
9/30/2043	\$175	\$85	\$231	\$151	\$642	
9/30/2044	\$182	\$76	\$231	\$151	\$640	
9/30/2045	\$195	\$67	\$231	\$151	\$644	
9/30/2046	\$202	\$57	\$231	\$151	\$641	
9/30/2047	\$215	\$47	\$231	\$151	\$644	
9/30/2048	\$222	\$36	\$231	\$151	\$640	
9/30/2049	\$236	\$25	\$231	\$151	\$642	
9/30/2050	\$245	\$12	\$231	\$151	\$639	
Total	\$3,944	\$3,805	\$6,934	\$4,339	\$19,021	

¹The interest is calculated using 5,10% interest rate for years 1 through 5 and an interest rate of 5,10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For years 2021 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments,

Appendix F-2-B Phase #1 Assessment Roll by Lot Type – 2020-21 Trigger

Lot Type Equivalent Unit Factor Assessment Lot Type 4 (55 Ft) 0.79 \$3,626.70

Year		-	Administration	on Expense	
	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³
9/30/2021	\$56	\$186	\$214	\$112	\$569
9/30/2022	\$51	\$168	\$212	\$114	\$545
9/30/2023	\$62	\$161	\$212	\$116	\$551
9/30/2024	\$62	\$176	\$212	\$118	\$568
9/30/2025	\$68	\$173	\$212	\$121	\$574
9/30/2026	\$68	\$170	\$212	\$123	\$573
9/30/2027	\$74	\$166	\$212	\$125	\$578
9/30/2028	\$74	\$162	\$212	\$128	\$577
9/30/2029	\$80	\$158	\$212	\$130	\$582
9/30/2030	\$87	\$154	\$212	\$133	\$586
9/30/2031	\$87	\$150	\$212	\$136	\$585
9/30/2032	\$93	\$146	\$212	\$138	\$589
9/30/2033	\$99	\$141	\$212	\$138	\$590
9/30/2034	\$105	\$136	\$212	\$138	\$592
9/30/2035	\$105	\$130	\$212	\$138	\$586
9/30/2036	\$111	\$125	\$212	\$138	\$587
9/30/2037	\$118	\$119	\$212	\$138	\$588
9/30/2038	\$124	\$113	\$212	\$138	\$588
9/30/2039	\$130	\$107	\$212	\$138	\$588
9/30/2040	\$136	\$100	\$212	\$138	\$587
9/30/2041	\$142	\$93	\$212	\$138	\$586
9/30/2042	\$155	\$86	\$212	\$138	\$592
9/30/2043	\$161	\$78	\$212	\$138	\$590
9/30/2044	\$167	\$70	\$212	\$138	\$588
9/30/2045	\$179	\$62	\$212	\$138	\$592
9/30/2046	\$186	\$52	\$212	\$138	\$589
9/30/2047	\$198	\$43	\$212	\$138	\$592
9/30/2048	\$204	\$33	\$212	\$138	\$588
9/30/2049	\$216	\$23	\$212	\$138	\$590
9/30/2050	\$225	\$11	\$212	\$138	\$587
Total	\$3,623	\$3,495	\$6,369	\$3,986	\$17,473

¹The interest is calculated using 5,10% interest rate for years 1 through 5 and an interest rate of 5,10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For years 2021 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

Appendix F-3
Phase #1 Assessment Roll – 2021-22 Trigger

Lot(s) Assessment

Total Equivalent Units

55 \$196,910 45.62

			Administratio	on Expense	
Year	Proposed Revised Principal	Revised Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³
9/30/2022	\$8,044	\$10,680	\$12,257	\$6,429	\$37,410
9/30/2023	\$3,214	\$9,728	\$12,257	\$6,558	\$31,757
9/30/2024	\$3,364	\$9,379	\$12,257	\$6,822	\$31,823
9/30/2025	\$3,564	\$9,297	\$12,257	\$6,822	\$31,940
9/30/2026	\$3,357	\$9,115	\$12,257	\$6,877	\$31,606
9/30/2027	\$3,538	\$8,944	\$12,257	\$7,014	\$31,753
9/30/2028	\$3,680	\$8,763	\$12,257	\$7,155	\$31,855
9/30/2029	\$3,861	\$8,576	\$12,257	\$7,298	\$31,991
9/30/2030	\$4,002	\$8,379	\$12,257	\$7,444	\$32,082
9/30/2031	\$4,317	\$8,175	\$12,257	\$7,593	\$32,341
9/30/2032	\$4,505	\$7,954	\$12,257	\$7,744	\$32,461
9/30/2033	\$4,647	\$7,725	\$12,257	\$7,899	\$32,528
9/30/2034	\$4,962	\$7,488	\$12,257	\$7,990	\$32,696
9/30/2035	\$5,284	\$7,235	\$12,257	\$7,994	\$32,769
9/30/2036	\$5,472	\$6,965	\$12,257	\$7,994	\$32,688
9/30/2037	\$5,614	\$6,686	\$12,257	\$7,994	\$32,551
9/30/2038	\$5,928	\$6,400	\$12,257	\$7,994	\$32,579
9/30/2039	\$6,251	\$6,097	\$12,257	\$7,994	\$32,599
9/30/2040	\$6,573	\$5,779	\$12,257	\$7,994	\$32,602
9/30/2041	\$6,896	\$5,443	\$12,257	\$7,994	\$32,590
9/30/2042	\$7,218	\$5,092	\$12,257	\$7,994	\$32,560
9/30/2043	\$7,674	\$4,724	\$12,257	\$7,994	\$32,648
9/30/2044	\$8,177	\$4,332	\$12,257	\$7,994	\$32,760
9/30/2045	\$8,507	\$3,915	\$12,257	\$7,994	\$32,673
9/30/2046	\$8,964	\$3,481	\$12,257	\$7,994	\$32,696
9/30/2047	\$9,467	\$3,024	\$12,257	\$7,994	\$32,741
9/30/2048	\$9,931	\$2,541	\$12,257	\$7,994	\$32,723
9/30/2049	\$10,434	\$2,035	\$12,257	\$7,994	\$32,719
9/30/2050	\$10,898	\$1,503	\$12,257	\$7,994	\$32,651
9/30/2051	\$11,454	\$947	\$12,257	\$7,994	\$32,652
9/30/2052	\$6,839	\$363	\$7,121	\$4,644	\$18,967
9/30/2053	\$274	\$14	\$259	\$169	\$716
Total	\$196,910	\$190,776	\$375,090	\$234,350	\$997,126

The interest is calculated using 5,10% interest rate for years 1 through 5 and an interest rate of 5,10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³ For years 2022 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments,

Appendix F-3-A Phase #1 Assessment Roll by Lot Type – 2021-22 Trigger

Lot Type Equivalent Unit Factor Assessment

Lot Type 3 (60 Ft) 0.86 \$3,948.05

			Administration	on Expense		
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³	
9/30/2022	\$61	\$201	\$231	\$121	\$614	
9/30/2023	\$61	\$183	\$231	\$124	\$599	
9/30/2024	\$67	\$195	\$231	\$126	\$620	
9/30/2025	\$67	\$192	\$231	\$129	\$619	
9/30/2026	\$74	\$188	\$231	\$131	\$625	
9/30/2027	\$74	\$185	\$231	\$134	\$623	
9/30/2028	\$81	\$181	\$231	\$136	\$629	
9/30/2029	\$81	\$177	\$231	\$139	\$628	
9/30/2030	\$88	\$173	\$231	\$142	\$633	
9/30/2031	\$94	\$168	\$231	\$145	\$638	
9/30/2032	\$94	\$163	\$231	\$148	\$636	
9/30/2033	\$101	\$158	\$231	\$151	\$641	
9/30/2034	\$108	\$153	\$231	\$151	\$643	
9/30/2035	\$114	\$148	\$231	\$151	\$644	
9/30/2036	\$114	\$142	\$231	\$151	\$638	
9/30/2037	\$121	\$136	\$231	\$151	\$639	
9/30/2038	\$128	\$130	\$231	\$151	\$640	
9/30/2039	\$135	\$123	\$231	\$151	\$640	
9/30/2040	\$141	\$117	\$231	\$151	\$640	
9/30/2041	\$148	\$109	\$231	\$151	\$639	
9/30/2042	\$155	\$102	\$231	\$151	\$638	
9/30/2043	\$168	\$94	\$231	\$151	\$644	
9/30/2044	\$175	\$85	\$231	\$151	\$642	
9/30/2045	\$182	\$76	\$231	\$151	\$640	
9/30/2046	\$195	\$67	\$231	\$151	\$644	
9/30/2047	\$202	\$57	\$231	\$151	\$641	
9/30/2048	\$215	\$47	\$231	\$151	\$644	
9/30/2049	\$222	\$36	\$231	\$151	\$640	
9/30/2050	\$236	\$25	\$231	\$151	\$642	
9/30/2051	\$245	\$12	\$231	\$151	\$639	
Total	\$3,948	\$3,823	\$6,932	\$4,338	\$19,041	

The interest is calculated using 5,10% interest rate for years 1 through 5 and an interest rate of 5,10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For years 2022 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

<u>Appendix F-3-B</u> Phase #1 Assessment Roll by Lot Type – 2021-22 Trigger

Lot Type Equivalent Unit Factor Assessment Lot Type 4 (55 Ft) 0.79 \$3,626.70

			Administration	on Expense	
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³
9/30/2022	\$56	\$185	\$212	\$111	\$564
9/30/2023	\$56	\$168	\$212	\$114	\$550
9/30/2024	\$62	\$179	\$212	\$116	\$569
9/30/2025	\$62	\$176	\$212	\$118	\$568
9/30/2026	\$68	\$173	\$212	\$121	\$574
9/30/2027	\$68	\$170	\$212	\$123	\$573
9/30/2028	\$74	\$166	\$212	\$125	\$578
9/30/2029	\$74	\$162	\$212	\$128	\$577
9/30/2030	\$80	\$158	\$212	\$130	\$582
9/30/2031	\$87	\$154	\$212	\$133	\$586
9/30/2032	\$87	\$150	\$212	\$136	\$585
9/30/2033	\$93	\$146	\$212	\$138	\$589
9/30/2034	\$99	\$141	\$212	\$138	\$590
9/30/2035	\$105	\$136	\$212	\$138	\$592
9/30/2036	\$105	\$130	\$212	\$138	\$586
9/30/2037	\$111	\$125	\$212	\$138	\$587
9/30/2038	\$118	\$119	\$212	\$138	\$588
9/30/2039	\$124	\$113	\$212	\$138	\$588
9/30/2040	\$130	\$107	\$212	\$138	\$588
9/30/2041	\$136	\$100	\$212	\$138	\$587
9/30/2042	\$142	\$93	\$212	\$138	\$586
9/30/2043	\$155	\$86	\$212	\$138	\$592
9/30/2044	\$161	\$78	\$212	\$138	\$590
9/30/2045	\$167	\$70	\$212	\$138	\$588
9/30/2046	\$179	\$62	\$212	\$138	\$592
9/30/2047	\$186	\$52	\$212	\$138	\$589
9/30/2048	\$198	\$43	\$212	\$138	\$592
9/30/2049	\$204	\$33	\$212	\$138	\$588
9/30/2050	\$216	\$23	\$212	\$138	\$590
9/30/2051	\$225	\$11	\$212	\$138	\$587
Total	\$3,627	\$3,512	\$6,368	\$3,985	\$17,491

¹The interest is calculated using 5,10% interest rate for years 1 through 5 and an interest rate of 5,10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

For years 2022 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

Appendix F-4
Phase #1 Assessment Roll – 2022-23 Trigger

Lot(s) Assessment Total Equivalent Units 2 \$7,714 1.72

			Administration	Expense		
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³	
9/30/2023	\$121	\$402	\$462	\$242	\$1,227	
9/30/2024	\$593	\$397	\$452	\$257	\$1,699	
9/30/2025	\$127	\$361	\$462	\$249	\$1,199	
9/30/2026	\$134	\$351	\$462	\$257	\$1,204	
9/30/2027	\$127	\$344	\$462	\$259	\$1,192	
9/30/2028	\$133	\$337	\$462	\$264	\$1,197	
9/30/2029	\$139	\$330	\$462	\$270	\$1,201	
9/30/2030	\$146	\$323	\$462	\$275	\$1,206	
9/30/2031	\$151	\$316	\$462	\$281	\$1,210	
9/30/2032	\$163	\$308	\$462	\$286	\$1,219	
9/30/2033	\$170	\$300	\$462	\$292	\$1,224	
9/30/2034	\$175	\$291	\$462	\$298	\$1,226	
9/30/2035	\$187	\$282	\$462	\$301	\$1,233	
9/30/2036	\$199	\$273	\$462	\$301	\$1,235	
9/30/2037	\$206	\$263	\$462	\$301	\$1,232	
9/30/2038	\$212	\$252	\$462	\$301	\$1,227	
9/30/2039	\$224	\$241	\$462	\$301	\$1,228	
9/30/2040	\$236	\$230	\$462	\$301	\$1,229	
9/30/2041	\$248	\$218	\$462	\$301	\$1,229	
9/30/2042	\$260	\$205	\$462	\$301	\$1,229	
9/30/2043	\$272	\$192	\$462	\$301	\$1,228	
9/30/2044	\$289	\$178	\$462	\$301	\$1,231	
9/30/2045	\$308	\$163	\$462	\$301	\$1,235	
9/30/2046	\$321	\$148	\$462	\$301	\$1,232	
9/30/2047	\$338	\$131	\$462	\$301	\$1,233	
9/30/2048	\$357	\$114	\$462	\$301	\$1,234	
9/30/2049	\$374	\$96	\$462	\$301	\$1,234	
9/30/2050	\$393	\$77	\$462	\$301	\$1,234	
9/30/2051	\$411	\$57	\$462	\$301	\$1,231	
9/30/2052	\$432	\$36	\$462	\$301	\$1,231	
9/30/2053	\$258	\$14	\$268	\$175	\$715	
9/30/2054	\$10	\$1	\$10	\$6	\$27	
Total	\$7,714	\$7,229	\$14,132	\$8,837	\$37,912	

The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

<u>Appendix F-4-A</u> Phase #1 Assessment Roll by Lot Type – 2022-23 Trigger

Lot Type Equivalent Unit Factor Assessment Lot Type 3 (60 Ft) 0.86 \$3,948.05

-		5	Administration	Expense		
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³	
9/30/2023	\$61	\$201	\$231	\$121	\$614	
9/30/2024	\$61	\$198	\$231	\$124	\$614	
9/30/2025	\$67	\$195	\$231	\$126	\$620	
9/30/2026	\$67	\$192	\$231	\$129	\$619	
9/30/2027	\$74	\$188	\$231	\$131	\$625	
9/30/2028	\$74	\$185	\$231	\$134	\$623	
9/30/2029	\$81	\$181	\$231	\$136	\$629	
9/30/2030	\$81	\$177	\$231	\$139	\$628	
9/30/2031	\$88	\$173	\$231	\$142	\$633	
9/30/2032	\$94	\$168	\$231	\$145	\$638	
9/30/2033	\$94	\$163	\$231	\$148	\$636	
9/30/2034	\$101	\$158	\$231	\$151	\$641	
9/30/2035	\$108	\$153	\$231	\$151	\$643	
9/30/2036	\$114	\$148	\$231	\$151	\$644	
9/30/2037	\$114	\$142	\$231	\$151	\$638	
9/30/2038	\$121	\$136	\$231	\$151	\$639	
9/30/2039	\$128	\$130	\$231	\$151	\$640	
9/30/2040	\$135	\$123	\$231	\$151	\$640	
9/30/2041	\$141	\$117	\$231	\$151	\$640	
9/30/2042	\$148	\$109	\$231	\$151	\$639	
9/30/2043	\$155	\$102	\$231	\$151	\$638	
9/30/2044	\$168	\$94	\$231	\$151	\$644	
9/30/2045	\$175	\$85	\$231	\$151	\$642	
9/30/2046	\$182	\$76	\$231	\$151	\$640	
9/30/2047	\$195	\$67	\$231	\$151	\$644	
9/30/2048	\$202	\$57	\$231	\$151	\$641	
9/30/2049	\$215	\$47	\$231	\$151	\$644	
9/30/2050	\$222	\$36	\$231	\$151	\$640	
9/30/2051	\$236	\$25	\$231	\$151	\$642	
9/30/2052	\$245	\$12	\$231	\$151	\$639	
Total	\$3,948	\$3,838	\$6,932	\$4,338	\$19,055	

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

Appendix F-4-B Phase #1 Assessment Roll by Lot Type – 2022-23 Trigger

Lot Type Equivalent Unit Factor

Assessment

Lot Type 4 (55 Ft) 0.79 \$3,626.70

			Administrati	on Expense		
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³	
9/30/2023	\$56	\$185	\$212	\$111	\$564	
9/30/2024	\$56	\$182	\$212	\$114	\$564	
9/30/2025	\$62	\$179	\$212	\$116	\$569	
9/30/2026	\$62	\$176	\$212	\$118	\$568	
9/30/2027	\$68	\$173	\$212	\$121	\$574	
9/30/2028	\$68	\$170	\$212	\$123	\$573	
9/30/2029	\$74	\$166	\$212	\$125	\$578	
9/30/2030	\$74	\$162	\$212	\$128	\$577	
9/30/2031	\$80	\$158	\$212	\$130	\$582	
9/30/2032	\$87	\$154	\$212	\$133	\$586	
9/30/2033	\$87	\$150	\$212	\$136	\$585	
9/30/2034	\$93	\$146	\$212	\$138	\$589	
9/30/2035	\$99	\$141	\$212	\$138	\$590	
9/30/2036	\$105	\$136	\$212	\$138	\$592	
9/30/2037	\$105	\$130	\$212	\$138	\$586	
9/30/2038	\$111	\$125	\$212	\$138	\$587	
9/30/2039	\$118	\$119	\$212	\$138	\$588	
9/30/2040	\$124	\$113	\$212	\$138	\$588	
9/30/2041	\$130	\$107	\$212	\$138	\$588	
9/30/2042	\$136	\$100	\$212	\$138	\$587	
9/30/2043	\$142	\$93	\$212	\$138	\$586	
9/30/2044	\$155	\$86	\$212	\$138	\$592	
9/30/2045	\$161	\$78	\$212	\$138	\$590	
9/30/2046	\$167	\$70	\$212	\$138	\$588	
9/30/2047	\$179	\$62	\$212	\$138	\$592	
9/30/2048	\$186	\$52	\$212	\$138	\$589	
9/30/2049	\$198	\$43	\$212	\$138	\$592	
9/30/2050	\$204	\$33	\$212	\$138	\$588	
9/30/2051	\$216	\$23	\$212	\$138	\$590	
9/30/2052	\$225	\$11	\$212	\$138	\$587	
Total	\$3,627	\$3,526	\$6,368	\$3,985	\$17,504	

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

Appendix F-6
Phase #1 Annual Installment Summary - 2024-25

	Budget for all	Lots Based on T	rigger Period		
Descriptions	2020-21	2021-22	2022-23	Total	
Interest payment on or after March 1, 2025	\$3,346	\$4,598	\$195	\$8,140	
Interest payment on or after September 1, 2025	\$3,346	\$4,598	\$195	\$8,140	
Principal payment on September 1, 2025	\$2,632	\$3,230	\$135	\$5,996	
Subtotal debt service on R.A.	\$9,325	\$12,427	\$525	\$22,276	
Administrative Expenses	\$5,208	\$6,822	\$252	\$12,282	
Maintenance Assessment	\$9,173	\$12,257	\$462	\$21,892	
Subtotal Expenses	\$23,705	\$31,506	\$1,239	\$56,450	
Available Administrative Expense account	\$0	\$0	\$0	\$0	
Subtotal funds available	\$0	\$0	\$0	\$0	
Annual Installments	\$23,705	\$31,506	\$1,239	\$56,450	
			í	Total	
Initial Total Assessments	\$156,728	\$209,430	\$7,896	\$374,054	
Principal paid	(\$9,995)	(\$10,001)	(\$242)	(\$20,238)	
Prepayments	(\$15,508)	(\$19,098)	\$0	(\$34,606)	
Outstanding Assessments	\$131,225	\$180,332	\$7,654	\$319,210	Α
Interest Rate	5,10%	5.10%	5.10%	5.10%	В
Interest due through 9/1/25	\$6,692	\$9,197	\$390	\$16,280	$C = A \times B$
Assessments Due by 9/1/25	\$2,632	\$3,230	\$135	\$5,996	D
Subtotal - Debt Service	\$9,325	\$12,427	\$525	\$22,276	E = C + D
Estimated PID Administrative Expenses through 1/31/2026	\$5,208	\$6,822	\$252	\$12,282	F
Maintnece Assessments Due by 9/1/25	\$9,173	\$12,257	\$462	\$21,892	G
2024-25 Annual Installments	\$23,705	\$31,506	\$1,239	\$56,450	H = E + E + C
Total Equivalent Units within the PID	34.14	45.62	1.72	81,48	
Less: Prepaid Parcel's Equivalent Unit	-3,37	-4,95	0.00	-8.32	
Net total Equivalent Units for 2024-25 Annual Installments	30.77	40.67	1.72	73.16	I
2024-25 Annual Assessment per Equivalent Unit (Lot Type 1)	\$303.04	\$305,55	\$305,23		Ε÷Ι
2024-25 Administrative Expenses per Equivalent Unit (Lot Type 1)	\$169,25	\$167,75	\$146,62		$F \div I$
2024-25 Maintenance Assessment per Equivalent Unit (Lot Type 1)	\$298.10	\$301.38	\$268.68		G ÷ I

Appendix F-6-A
Parks at Panchasarp Farms Public Improvement District
Phase #1 Assessment Roll Summary - 2020-21 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01030	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231,06	\$231,06
126 2233 01050	1	60 Ft	0.86	0.86	\$3,667,65	\$73,57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.01120	i	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126 2233 01130	- 1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133,71	\$212.25	\$585.36
126.2233.01140	i	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145,55	\$231.06	\$637.23
126.2233.02020	4	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.02030	- 1	55 Ft	0.79	0.79	\$3,369,12	\$67.58	\$171.83	\$133,71	\$212 25	\$585.36
126,2233,02040	i	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133,71	\$212.25	\$585.36
126 2233 02050	-	55 Ft	0.79	0.79	\$3,369.12	\$67,58	\$171.83	\$133,71	\$212,25	\$585,36
126 2233 02070		60 Ft	0.86	0.86	\$3,667.65	\$73,57	\$187.05	\$145.55	\$231.06	\$637.23
126,2233,02080	- 1	60 Ft	0.86	0.86	\$3,667.65	\$73,57	\$187.05	\$145,55	\$231.06	\$637.23
126 2233 02130		55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133,71	\$212.25	\$585.36
126,2233.02140	-	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133,71	\$212.25	\$585.36
126.2233.02140	i i	60 FL	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$231.06
126.2233.02130	1	60 Ft	0.86	0,86	\$3,667.65	\$73.57	\$187.05	\$145,55	\$231.06	\$637.23
126,2233,02200	-	60 Ft	0.86		\$3,667.65					
126,2233,02200		55 Ft		0.86		\$73,57	\$187.05	\$145.55	\$231.06	\$637.23
126,2233,02210		55 Ft	0.79	0.79	\$3,369.12	\$67,58	\$171.83	\$133,71	\$212.25	\$585.36
126 2233 02220	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585,36
126 2233 02230		55 Ft			\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126 2233 02240	- 1	60 Ft	0.79	0.79	\$3,369.12 \$3,667.65	\$67.58	\$171.83	\$133,71	\$212.25	\$585.36
126.2233.02280						\$73,57	\$187.05	\$145,55	\$231 06	\$637.23
126,2233,02280	- 1	60 Ft	0.86	0.86	\$3,667.65	\$73,57	\$187.05	\$145,55	\$231.06	\$637.23
126,2233,02290		55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171,83	\$133,71	\$212.25	\$585,36
126 2233 03020		60 Ft	0.86	0 86	\$3,667.65	\$73,57	\$187.05	\$145.55	\$231.06	\$637.23
126 2233,03030	-	55 Ft	0.79		\$3,369.12	\$67.58	\$171.83	\$133.71	\$212 25	\$585.36
126 2233 03060	- 1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
		60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231,06	\$637.23
126 2233 04050		60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145,55	\$231.06	\$637.23
126.2233 04090	-	60 Ft	0.86	0 86	\$3,667.65	\$73.57	\$187.05	\$145,55	\$231.06	\$637 23
126 2233 04140	1	60 FL	0.86	0,86	\$3,667,65	\$73.57	\$187 05	\$145,55	\$231.06	\$637 23
126.2233.04160	1	60 Ft	0.86	0.86	\$3,667.63	\$73,57	\$187.05	\$145,55	\$231,06	\$637,23
126 2233 04170	- 1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133,71	\$212,25	\$585,36
126 2233 05040		60 Ft	0.86	0,86	\$3,667.65	\$73,57	\$187 05	\$145,55	\$231.06	\$637.23
126 2233 05050	1	55 Ft	0.79	0.79	\$3,369 12	\$67.58	\$171.83	\$133,71	\$212.25	\$585,36
126 2233.05070	1 -	60 Ft	0.86	0.86	\$3,667 65	\$73 57	\$187.05	\$145.55	\$231.06	\$637,23
126,2233,05090	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145,55	\$231.06	\$637.23
126 2233.05100	1	60 Ft	0,86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637 23
126 2233 05110	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145,55	\$231.06	\$637.23
126,2233 05 150	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
26 2233.05160	1	55 Ft	0.79	0.79	\$3,369 12	\$67.58	\$171.83	\$133,71	\$212.25	\$585.36
126 2233 05170	- 1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187,05	\$145,55	\$231.06	\$637.23
126 2233 01001	0	Common Area	0,00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126 2233 01002	0	Соптоп Агса	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26 2233 02001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126 2233 04001		Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26.2233.05001	0	Common Arca	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	41	Common Acce	34.14	30.77	\$131,225.20	\$2,632.15	\$6,692,49	\$5,207,76	\$9,172,59	\$23,704.98

Appendix F-6-B Parks at Panchasarp Farms Public Improvement District Phase #1 Assessment Roll Summary - 2021-22 Trigger Parcels

	Estimated		Original Equivalent	Outstanding Equivalent	Outstanding		_	Administrative	Maintenance	Annual
Parcel	No. of units	Lot Type	Units	Units	Assessments	Principal	Interest	Expenses	Expenses	Installment
126,2233,01010	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212,25	\$586,16
126,2233.01020	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126,2233.01040	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.01060	-1	60 Ft	0.86	0.86	\$3,813,26	\$68.29	\$194.48	\$144.27	\$231,06	\$638.10
126.2233.01070	1	60 Ft	0.86	0.86	\$3,813,26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01080	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638,10
126 2233 01090	1	60 Ft	0.86	0.86	\$3,813.26	\$68,29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01100	1	55 Ft	0.79	0.79	\$3,502,87	\$62.73	\$178.65	\$132,52	\$212.25	\$586.16
126.2233.01110	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01150	1	60 Ft	0.86	0.86	\$3,813,26	\$68.29	\$194.48	\$144.27	\$231,06	\$638,10
126.2233.01160	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.01170	1	60 Ft	0.86	0.86	\$3,813.26	\$68,29	\$194.48	\$144.27	\$231,06	\$638.10
126,2233,01180	1	60 Ft	0.86	0.86	\$3,813,26	\$68,29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233,01190	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178,65	\$132.52	\$212,25	\$586.16
126.2233.01200	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.01210	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126,2233,01220	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.01230	1	60 Ft	0.86	0.86	\$3,813,26	\$68.29	\$194.48	\$144,27	\$231,06	\$638.10
126,2233,01240	-1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.01250	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144,27	\$231,06	\$638,10
126 2233.01001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00
126 2233 01002	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126,2233.02010	- 1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212,25	\$586.16
126,2233,02060	1	55 Ft	0.79	0.79	\$3,502,87	\$62.73	\$178.65	\$132,52	\$212.25	\$586,16
126.2233.02090	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126,2233,02100	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144,27	\$231.06	\$638,10
126 2233 02110	- 1	55 Ft	0.79	0.79	\$3,502.87	\$62,73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.02120	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.02160	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126,2233,02170	1	60 Ft	0.86	0.86	\$3,813.26	\$68,29	\$194.48	\$144,27	\$231,06	\$638.10
126.2233.02180	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126,2233.02260	1	55 Ft	0.79	0.79	\$3,502,87	\$62,73	\$178,65	\$132,52	\$212,25	\$586,16
126.2233.02270	1	55 Ft	0.79	0.79	\$3,502.87	\$62,73	\$178.65	\$132.52	\$212,25	\$586.16
126.2233.02001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.03010	1	55 Ft	0.79	0.79	\$3,502.87	\$62,73	\$178.65	\$132.52	\$212,25	\$586.16
126.2233.03040	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212,25
126.2233.03050	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586,16
126_2233_04010	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132,52	\$212,25	\$586.16
126.2233.04020	- 1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.04030	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126-2233-04040	1	60 Ft	0.86	0.86	\$3,813,26	\$68,29	\$194.48	\$144-27	\$231.06	\$638,10
126,2233,04060	1	60 Ft	0.86	0.86	\$3,813.26	\$68,29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.04070	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126,2233,04080	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132,52	\$212,25	\$586,16
126.2233.04100		(0.F.	0.00		D 11	D 11	D	D 11	\$115.53	\$115,53
126.2233.04101	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$115.53	\$115.53
126.2233.04110	1	60 Ft	0.86	0.86	\$3,813.26	\$68,29	\$194,48	\$144,27	\$231.06	\$638,10
126,2233,04120	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126,2233,04130	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638,10
126 2233 04180	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126 2233 04190	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.04001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.05010	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638,10
126.2233.05020	ī	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126 2233 05030	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.05060	i	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.05080	î	60 Ft	0.86	0.86	\$3,813.26	\$68.29	S194.48	\$144.27	\$231.06	\$638.10
126.2233.05120	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126 2233 05130	î	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.05140	î	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126 2233 05001	o	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	55	Common ruca	45.62	40.67	\$180,331.54	\$3,229,65	\$9,196.91	\$6,822.48	\$12,256.98	\$31,506.02

Appendix F-6-C Parks at Panchasarp Farms Public Improvement District Phase #1 Assessment Roll Summary - 2022-23 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01260	1	60 Ft	0.86	0.86	\$3,826.85	\$67.33	\$195.17	\$126.09	\$231.06	\$619.65
126.2233.04150	1/2	60 Ft	0.86	0.86	\$3,826.85	\$67,33	\$195,17	\$126.09	\$231,06	\$619,65
Total	2		1.72	1.72	\$7,653.71	\$134.66	\$390.34	\$252.18	\$462.12	\$1,239.30

APPENDIX G PHASE #2 ASSESSMENT ROLL

Appendix G-1 Phase #2 Assessment Roll - Aggregate

Parcel Assessment Total Units All Parcels \$482,718 105.15

		*==	Administra	tion Expense	Annual Installment ³	
Year	Proposed Revised Principal	Revised Interest ¹	Maintenance Assessment	Other Administrative Expenses ²		
9/30/2023	\$37,309	\$9,808	\$12,899	\$6,766	\$66,781	
9/30/2024	\$11,575	\$11,447	\$16,795	\$8,945	\$48,761	
9/30/2025	\$7,077	\$19,306	\$28,251	\$15,132	\$69,766	
9/30/2026	\$7,178	\$18,991	\$28,251	\$15,435	\$69,855	
9/30/2027	\$7,828	\$18,671	\$28,251	\$15,744	\$70,495	
9/30/2028	\$7,929	\$18,323	\$28,251	\$16,059	\$70,562	
9/30/2029	\$8,579	\$17,970	\$28,251	\$16,380	\$71,181	
9/30/2030	\$8,680	\$17,588	\$28,251	\$16,707	\$71,227	
9/30/2031	\$9,331	\$17,202	\$28,251	\$17,042	\$71,826	
9/30/2032	\$9,747	\$16,787	\$28,251	\$17,382	\$72,168	
9/30/2033	\$10,181	\$16,353	\$28,251	\$17,730	\$72,516	
9/30/2034	\$10,832	\$15,900	\$28,251	\$18,085	\$73,068	
9/30/2035	\$11,250	\$15,418	\$28,251	\$18,278	\$73,197	
9/30/2036	\$12,001	\$14,917	\$28,251	\$18,425	\$73,594	
9/30/2037	\$12,435	\$14,383	\$28,251	\$18,425	\$73,494	
9/30/2038	\$13,086	\$13,830	\$28,251	\$18,425	\$73,592	
9/30/2039	\$13,503	\$13,248	\$28,251	\$18,425	\$73,427	
9/30/2040	\$14,254	\$12,647	\$28,251	\$18,425	\$73,577	
9/30/2041	\$15,006	\$12,012	\$28,251	\$18,425	\$73,694	
9/30/2042	\$15,756	\$11,345	\$28,251	\$18,425	\$73,776	
9/30/2043	\$16,508	\$10,644	\$28,251	\$18,425	\$73,828	
9/30/2044	\$17,576	\$9,909	\$28,251	\$18,425	\$74,161	
9/30/2045	\$18,428	\$9,127	\$28,251	\$18,425	\$74,231	
9/30/2046	\$19,513	\$8,307	\$28,251	\$18,425	\$74,496	
9/30/2047	\$20,581	\$7,438	\$28,251	\$18,425	\$74,695	
9/30/2048	\$21,433	\$6,523	\$28,251	\$18,425	\$74,631	
9/30/2049	\$22,834	\$5,569	\$28,251	\$18,425	\$75,079	
9/30/2050	\$23,686	\$4,553	\$28,251	\$18,425	\$74,914	
9/30/2051	\$25,088	\$3,499	\$28,251	\$18,425	\$75,262	
9/30/2052	\$26,058	\$2,382	\$28,251	\$18,425	\$75,117	
9/30/2053	\$15,335	\$1,223	\$15,352	\$10,012	\$41,922	
9/30/2054	\$12,141	\$540	\$11,456	\$7,471	\$31,609	
Total	\$482,718	\$375,859	\$847,537	\$530,386	\$2,236,499	

¹The interest is calculated using an interest rate 4,45% for years 1 through 5 and an interest rate of 4,45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for 2022-23. Does not include prepayments.

Appendix G-2 Phase #2 Assessment Roll – 2022-23 Trigger

Lots Assessment Total Units 59 \$206,751 48.01

		,	Administra	ntion Expense		
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³	
9/30/2023	\$3,383	\$9,808	\$12,899	\$6,766	\$32,856	
9/30/2024	\$5,285	\$5,227	\$7,668	\$4,084	\$22,264	
9/30/2025	\$3,231	\$8,815	\$12,899	\$6,909	\$31,854	
9/30/2026	\$3,277	\$8,671	\$12,899	\$7,047	\$31,895	
9/30/2027	\$3,574	\$8,525	\$12,899	\$7,188	\$32,187	
9/30/2028	\$3,620	\$8,366	\$12,899	\$7,332	\$32,217	
9/30/2029	\$3,917	\$8,205	\$12,899	\$7,479	\$32,500	
9/30/2030	\$3,963	\$8,031	\$12,899	\$7,628	\$32,521	
9/30/2031	\$4,260	\$7,854	\$12,899	\$7,781	\$32,795	
9/30/2032	\$4,450	\$7,665	\$12,899	\$7,937	\$32,951	
9/30/2033	\$4,649	\$7,467	\$12,899	\$8,095	\$33,110	
9/30/2034	\$4,946	\$7,260	\$12,899	\$8,257	\$33,362	
9/30/2035	\$5,136	\$7,040	\$12,899	\$8,346	\$33,421	
9/30/2036	\$5,479	\$6,811	\$12,899	\$8,412	\$33,602	
9/30/2037	\$5,678	\$6,567	\$12,899	\$8,412	\$33,556	
9/30/2038	\$5,975	\$6,315	\$12,899	\$8,412	\$33,601	
9/30/2039	\$6,165	\$6,049	\$12,899	\$8,412	\$33,526	
9/30/2040	\$6,508	\$5,774	\$12,899	\$8,412	\$33,594	
9/30/2041	\$6,851	\$5,485	\$12,899	\$8,412	\$33,648	
9/30/2042	\$7,194	\$5,180	\$12,899	\$8,412	\$33,685	
9/30/2043	\$7,537	\$4,860	\$12,899	\$8,412	\$33,709	
9/30/2044	\$8,025	\$4,524	\$12,899	\$8,412	\$33,861	
9/30/2045	\$8,414	\$4,167	\$12,899	\$8,412	\$33,893	
9/30/2046	\$8,909	\$3,793	\$12,899	\$8,412	\$34,014	
9/30/2047	\$9,397	\$3,396	\$12,899	\$8,412	\$34,105	
9/30/2048	\$9,786	\$2,978	\$12,899	\$8,412	\$34,076	
9/30/2049	\$10,426	\$2,543	\$12,899	\$8,412	\$34,280	
9/30/2050	\$10,815	\$2,079	\$12,899	\$8,412	\$34,205	
9/30/2051	\$11,455	\$1,597	\$12,899	\$8,412	\$34,364	
9/30/2052	\$11,898	\$1,088	\$12,899	\$8,412	\$34,297	
9/30/2053	\$7,002	\$558	\$7,010	\$4,571	\$19,141	
9/30/2054	\$5,543	\$247	\$5,231	\$3,411	\$14,432	
Total	\$206,751	\$176,942	\$393,983	\$245,843	\$1,023,519	

The interest is calculated using an interest rate 4,45% for years 1 through 5 and an interest rate of 4,45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for 2022-23. Does not include prepayments.

Appendix G-2-A Phase #2 Assessment Roll by Lot Type – 2022-23 Trigger

Lot Type Equivalent Unit Factor Assessment

Lot Type 3 (60 Ft) 0.86 \$3,948.05

			Administra	ntion Expense	Annual Installment ³	
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²		
9/30/2023	\$61	\$176	\$231	\$121	\$589	
9/30/2024	\$61	\$173	\$231	\$124	\$588	
9/30/2025	\$67	\$170	\$231	\$126	\$595	
9/30/2026	\$67	\$167	\$231	\$129	\$594	
9/30/2027	\$74	\$164	\$231	\$131	\$601	
9/30/2028	\$74	\$161	\$231	\$134	\$600	
9/30/2029	\$81	\$158	\$231	\$136	\$606	
9/30/2030	\$81	\$154	\$231	\$139	\$605	
9/30/2031	\$88	\$151	\$231	\$142	\$611	
9/30/2032	\$94	\$147	\$231	\$145	\$617	
9/30/2033	\$94	\$142	\$231	\$148	\$615	
9/30/2034	\$101	\$138	\$231	\$151	\$621	
9/30/2035	\$108	\$134	\$231	\$151	\$623	
9/30/2036	\$114	\$129	\$231	\$151	\$625	
9/30/2037	\$114	\$124	\$231	\$151	\$620	
9/30/2038	\$121	\$119	\$231	\$151	\$622	
9/30/2039	\$128	\$113	\$231	\$151	\$623	
9/30/2040	\$135	\$108	\$231	\$151	\$624	
9/30/2041	\$141	\$102	\$231	\$151	\$625	
9/30/2042	\$148	\$95	\$231	\$151	\$625	
9/30/2043	\$155	\$89	\$231	\$151	\$625	
9/30/2044	\$168	\$82	\$231	\$151	\$632	
9/30/2045	\$175	\$74	\$231	\$151	\$631	
9/30/2046	\$182	\$67	\$231	\$151	\$630	
9/30/2047	\$195	\$59	\$231	\$151	\$636	
9/30/2048	\$202	\$50	\$231	\$151	\$634	
9/30/2049	\$215	\$41	\$231	\$151	\$638	
9/30/2050	\$222	\$31	\$231	\$151	\$635	
9/30/2051	\$236	\$21	\$231	\$151	\$639	
9/30/2052	\$245	\$11	\$231	\$151	\$638	
Total	\$3,948	\$3,349	\$6,932	\$4,338	\$18,567	

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for 2022-23. Does not include prepayments.

Appendix G-2-B Phase #2 Assessment Roll by Lot Type – 2022-23 Trigger

Lot Type Equivalent Unit Factor Assessment Lot Type 4 (55 Ft) 0.79 \$3,626.70

		1/-	Administra	tion Expense		
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³	
9/30/2023	\$56	\$161	\$212	\$111	\$541	
9/30/2024	\$56	\$159	\$212	\$114	\$540	
9/30/2025	\$62	\$156	\$212	\$116	\$546	
9/30/2026	\$62	\$154	\$212	\$118	\$546	
9/30/2027	\$68	\$151	\$212	\$121	\$552	
9/30/2028	\$68	\$148	\$212	\$123	\$551	
9/30/2029	\$74	\$145	\$212	\$125	\$557	
9/30/2030	\$74	\$142	\$212	\$128	\$556	
9/30/2031	\$80	\$138	\$212	\$130	\$561	
9/30/2032	\$87	\$135	\$212	\$133	\$567	
9/30/2033	\$87	\$131	\$212	\$136	\$565	
9/30/2034	\$93	\$127	\$212	\$138	\$570	
9/30/2035	\$99	\$123	\$212	\$138	\$572	
9/30/2036	\$105	\$118	\$212	\$138	\$574	
9/30/2037	\$105	\$114	\$212	\$138	\$570	
9/30/2038	\$111	\$109	\$212	\$138	\$571	
9/30/2039	\$118	\$104	\$212	\$138	\$572	
9/30/2040	\$124	\$99	\$212	\$138	\$573	
9/30/2041	\$130	\$93	\$212	\$138	\$574	
9/30/2042	\$136	\$88	\$212	\$138	\$574	
9/30/2043	\$142	\$82	\$212	\$138	\$575	
9/30/2044	\$155	\$75	\$212	\$138	\$581	
9/30/2045	\$161	\$68	\$212	\$138	\$580	
9/30/2046	\$167	\$61	\$212	\$138	\$579	
9/30/2047	\$179	\$54	\$212	\$138	\$584	
9/30/2048	\$186	\$46	\$212	\$138	\$582	
9/30/2049	\$198	\$38	\$212	\$138	\$586	
9/30/2050	\$204	\$29	\$212	\$138	\$584	
9/30/2051	\$216	\$20	\$212	\$138	\$587	
9/30/2052	\$225	\$10	\$212	\$138	\$586	
Total	\$3,627	\$3,077	\$6,368	\$3,985	\$17,056	

¹The interest is calculated using an interest rate 4,45% for years 1 through 5 and an interest rate of 4,45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³ For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for 2022-23. Does not include prepayments.

Appendix G-3
Phase #2 Assessment Roll – 2023-34 Trigger

Lots Assessment Total Units 18.00 \$66,566 14.50

			Administra	tion Expense		
Year	Revised Proposed Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment	
9/30/2024	\$5,145	\$1,352	\$1,779	\$933	\$9,209	
9/30/2025	\$1,596	\$1,579	\$2,316	\$1,233	\$6,724	
9/30/2026	\$976	\$2,662	\$3,896	\$2,087	\$9,621	
9/30/2027	\$990	\$2,619	\$3,896	\$2,128	\$9,633	
9/30/2028	\$1,079	\$2,575	\$3,896	\$2,171	\$9,721	
9/30/2029	\$1,093	\$2,527	\$3,896	\$2,214	\$9,730	
9/30/2030	\$1,183	\$2,478	\$3,896	\$2,259	\$9,816	
9/30/2031	\$1,197	\$2,425	\$3,896	\$2,304	\$9,822	
9/30/2032	\$1,287	\$2,372	\$3,896	\$2,350	\$9,905	
9/30/2033	\$1,344	\$2,315	\$3,896	\$2,397	\$9,952	
9/30/2034	\$1,404	\$2,255	\$3,896	\$2,445	\$10,000	
9/30/2035	\$1,494	\$2,193	\$3,896	\$2,494	\$10,076	
9/30/2036	\$1,551	\$2,126	\$3,896	\$2,521	\$10,094	
9/30/2037	\$1,655	\$2,057	\$3,896	\$2,541	\$10,148	
9/30/2038	\$1,715	\$1,983	\$3,896	\$2,541	\$10,135	
9/30/2039	\$1,805	\$1,907	\$3,896	\$2,541	\$10,148	
9/30/2040	\$1,862	\$1,827	\$3,896	\$2,541	\$10,125	
9/30/2041	\$1,966	\$1,744	\$3,896	\$2,541	\$10,146	
9/30/2042	\$2,069	\$1,656	\$3,896	\$2,541	\$10,162	
9/30/2043	\$2,173	\$1,564	\$3,896	\$2,541	\$10,174	
9/30/2044	\$2,276	\$1,468	\$3,896	\$2,541	\$10,181	
9/30/2045	\$2,424	\$1,366	\$3,896	\$2,541	\$10,227	
9/30/2046	\$2,541	\$1,259	\$3,896	\$2,541	\$10,236	
9/30/2047	\$2,691	\$1,145	\$3,896	\$2,541	\$10,273	
9/30/2048	\$2,838	\$1,026	\$3,896	\$2,541	\$10,300	
9/30/2049	\$2,956	\$899	\$3,896	\$2,541	\$10,292	
9/30/2050	\$3,149	\$768	\$3,896	\$2,541	\$10,353	
9/30/2051	\$3,266	\$628	\$3,896	\$2,541	\$10,331	
9/30/2052	\$3,460	\$482	\$3,896	\$2,541	\$10,379	
9/30/2053	\$3,593	\$329	\$3,896	\$2,541	\$10,358	
9/30/2054	\$2,115	\$169	\$2,117	\$1,381	\$5,781	
9/30/2055	\$1,674		\$1,580	\$1,030	\$4,284	
Total	\$66,566	\$51,756	\$116,874	\$73,139	\$308,335	

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

Appendix G-3-A Phase #2 Assessment Roll by Lot Type – 2023-24 Trigger

Lot Type Equivalent Unit Factor Assessment Lot Type 3 (60 Ft) 0.86 \$3,948.05

Year	Principal	Interest ¹	Administration Expense		
			Maintenance Assessment	Other Administrative Expenses ²	Annual Installment
9/30/2024	\$61	\$176	\$231	\$121	\$589
9/30/2025	\$61	\$173	\$231	\$124	\$588
9/30/2026	\$67	\$170	\$231	\$126	\$595
9/30/2027	\$67	\$167	\$231	\$129	\$594
9/30/2028	\$74	\$164	\$231	\$131	\$601
9/30/2029	\$74	\$161	\$231	\$134	\$600
9/30/2030	\$81	\$158	\$231	\$136	\$606
9/30/2031	\$81	\$154	\$231	\$139	\$605
9/30/2032	\$88	\$151	\$231	\$142	\$611
9/30/2033	\$94	\$147	\$231	\$145	\$617
9/30/2034	\$94	\$142	\$231	\$148	\$615
9/30/2035	\$101	\$138	\$231	\$151	\$621
9/30/2036	\$108	\$134	\$231	\$151	\$623
9/30/2037	\$114	\$129	\$231	\$151	\$625
9/30/2038	\$114	\$124	\$231	\$151	\$620
9/30/2039	\$121	\$119	\$231	\$151	\$622
9/30/2040	\$128	\$113	\$231	\$151	\$623
9/30/2041	\$135	\$108	\$231	\$151	\$624
9/30/2042	\$141	\$102	\$231	\$151	\$625
9/30/2043	\$148	\$95	\$231	\$151	\$625
9/30/2044	\$155	\$89	\$231	\$151	\$625
9/30/2045	\$168	\$82	\$231	\$151	\$632
9/30/2046	\$175	\$74	\$231	\$151	\$631
9/30/2047	\$182	\$67	\$231	\$151	\$630
9/30/2048	\$195	\$59	\$231	\$151	\$636
9/30/2049	\$202	\$50	\$231	\$151	\$634
9/30/2050	\$215	\$41	\$231	\$151	\$638
9/30/2051	\$222	\$31	\$231	\$151	\$635
9/30/2052	\$236	\$21	\$231	\$151	\$639
9/30/2053	\$245	\$11	\$231	\$151	\$638
Total	\$3,948	\$3,349	\$6,932	\$4,338	\$18,567

The interest is calculated using an interest rate 4,45% for years 1 through 5 and an interest rate of 4,45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

<u>Appendix G-3-B</u> Phase #2 Assessment Roll by Lot Type – 2023-24 Trigger

Lot Type Equivalent Unit Factor Assessment Lot Type 4 (55 Ft) 0.79 \$3,626.70

Year	Principal	- Interest ¹	Administration Expense		
			Maintenance Assessment	Other Administrative Expenses ²	Annual Installment
9/30/2024	\$56	\$161	\$212	\$111	\$541
9/30/2025	\$56	\$159	\$212	\$114	\$540
9/30/2026	\$62	\$156	\$212	\$116	\$546
9/30/2027	\$62	\$154	\$212	\$118	\$546
9/30/2028	\$68	\$151	\$212	\$121	\$552
9/30/2029	\$68	\$148	\$212	\$123	\$551
9/30/2030	\$74	\$145	\$212	\$125	\$557
9/30/2031	\$74	\$142	\$212	\$128	\$556
9/30/2032	\$80	\$138	\$212	\$130	\$561
9/30/2033	\$87	\$135	\$212	\$133	\$567
9/30/2034	\$87	\$131	\$212	\$136	\$565
9/30/2035	\$93	\$127	\$212	\$138	\$570
9/30/2036	\$99	\$123	\$212	\$138	\$572
9/30/2037	\$105	\$118	\$212	\$138	\$574
9/30/2038	\$105	\$114	\$212	\$138	\$570
9/30/2039	\$111	\$109	\$212	\$138	\$571
9/30/2040	\$118	\$104	\$212	\$138	\$572
9/30/2041	\$124	\$99	\$212	\$138	\$573
9/30/2042	\$130	\$93	\$212	\$138	\$574
9/30/2043	\$136	\$88	\$212	\$138	\$574
9/30/2044	\$142	\$82	\$212	\$138	\$575
9/30/2045	\$155	\$75	\$212	\$138	\$581
9/30/2046	\$161	\$68	\$212	\$138	\$580
9/30/2047	\$167	\$61	\$212	\$138	\$579
9/30/2048	\$179	\$54	\$212	\$138	\$584
9/30/2049	\$186	\$46	\$212	\$138	\$582
9/30/2050	\$198	\$38	\$212	\$138	\$586
9/30/2051	\$204	\$29	\$212	\$138	\$584
9/30/2052	\$216	\$20	\$212	\$138	\$587
9/30/2053	\$225	\$10	\$212	\$138	\$586
Total	\$3,627	\$3,077	\$6,368	\$3,985	\$17,056

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

Appendix G-4 Phase #2 Assessment Roll – 2024-25 Trigger

Lots Assessment Total Units 53.00 \$195,750 42.64

Year	Principal		Administra		
		Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment
9/30/2025	\$3,005	\$8,711	\$11,456	\$6,009	\$29,181
9/30/2026	\$3,005	\$8,577	\$11,456	\$6,129	\$29,167
9/30/2027	\$3,338	\$8,443	\$11,456	\$6,252	\$29,490
9/30/2028	\$3,338	\$8,295	\$11,456	\$6,377	\$29,466
9/30/2029	\$3,672	\$8,146	\$11,456	\$6,504	\$29,779
9/30/2030	\$3,672	\$7,983	\$11,456	\$6,634	\$29,746
9/30/2031	\$4,006	\$7,820	\$11,456	\$6,767	\$30,049
9/30/2032	\$4,006	\$7,641	\$11,456	\$6,902	\$30,000
9/30/2033	\$4,340	\$7,463	\$11,456	\$7,041	\$30,300
9/30/2034	\$4,674	\$7,270	\$11,456	\$7,181	\$30,58
9/30/2035	\$4,674	\$7,062	\$11,456	\$7,325	\$30,51
9/30/2036	\$5,008	\$6,854	\$11,456	\$7,471	\$30,789
9/30/2037	\$5,341	\$6,631	\$11,456	\$7,471	\$30,90
9/30/2038	\$5,675	\$6,393	\$11,456	\$7,471	\$30,99
9/30/2039	\$5,675	\$6,141	\$11,456	\$7,471	\$30,74
9/30/2040	\$6,009	\$5,888	\$11,456	\$7,471	\$30,82
9/30/2041	\$6,343	\$5,621	\$11,456	\$7,471	\$30,89
9/30/2042	\$6,677	\$5,339	\$11,456	\$7,471	\$30,94
9/30/2043	\$7,011	\$5,042	\$11,456	\$7,471	\$30,98
9/30/2044	\$7,344	\$4,730	\$11,456	\$7,471	\$31,00
9/30/2045	\$7,678	\$4,403	\$11,456	\$7,471	\$31,00
9/30/2046	\$8,346	\$4,061	\$11,456	\$7,471	\$31,33
9/30/2047	\$8,680	\$3,690	\$11,456	\$7,471	\$31,29
9/30/2048	\$9,014	\$3,303	\$11,456	\$7,471	\$31,24
9/30/2049	\$9,681	\$2,902	\$11,456	\$7,471	\$31,51
9/30/2050	\$10,015	\$2,471	\$11,456	\$7,471	\$31,41
9/30/2051	\$10,683	\$2,026	\$11,456	\$7,471	\$31,63
9/30/2052	\$11,017	\$1,550	\$11,456	\$7,471	\$31,49
9/30/2053	\$11,684	\$1,060	\$11,456	\$7,471	\$31,672
9/30/2054	\$12,141	\$540	\$11,456	\$7,471	\$31,60
Total	\$195,750	\$166,057	\$343,690	\$215,080	\$920,570

The interest is calculated using an interest rate 4,45% for years 1 through 5 and an interest rate of 4,45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

Appendix G-4-A Phase #2 Assessment Roll by Lot Type – 2024-25 Trigger

Lot Type Equivalent Unit Factor Assessment Lot Type 3 (60 Ft) 0.86 \$3,948.05

Year	Principal	 Interest ¹	Administration Expense		
			Maintenance Assessment	Other Administrative Expenses ²	Annual Installment
9/30/2025	\$61	\$176	\$231	\$121	\$589
9/30/2026	\$61	\$173	\$231	\$124	\$588
9/30/2027	\$67	\$170	\$231	\$126	\$595
9/30/2028	\$67	\$167	\$231	\$129	\$594
9/30/2029	\$74	\$164	\$231	\$131	\$601
9/30/2030	\$74	\$161	\$231	\$134	\$600
9/30/2031	\$81	\$158	\$231	\$136	\$606
9/30/2032	\$81	\$154	\$231	\$139	\$605
9/30/2033	\$88	\$151	\$231	\$142	\$611
9/30/2034	\$94	\$147	\$231	\$145	\$617
9/30/2035	\$94	\$142	\$231	\$148	\$615
9/30/2036	\$101	\$138	\$231	\$151	\$621
9/30/2037	\$108	\$134	\$231	\$151	\$623
9/30/2038	\$114	\$129	\$231	\$151	\$625
9/30/2039	\$114	\$124	\$231	\$151	\$620
9/30/2040	\$121	\$119	\$231	\$151	\$622
9/30/2041	\$128	\$113	\$231	\$151	\$623
9/30/2042	\$135	\$108	\$231	\$151	\$624
9/30/2043	\$141	\$102	\$231	\$151	\$625
9/30/2044	\$148	\$95	\$231	\$151	\$625
9/30/2045	\$155	\$89	\$231	\$151	\$625
9/30/2046	\$168	\$82	\$231	\$151	\$632
9/30/2047	\$175	\$74	\$231	\$151	\$631
9/30/2048	\$182	\$67	\$231	\$151	\$630
9/30/2049	\$195	\$59	\$231	\$151	\$636
9/30/2050	\$202	\$50	\$231	\$151	\$634
9/30/2051	\$215	\$41	\$231	\$151	\$638
9/30/2052	\$222	\$31	\$231	\$151	\$635
9/30/2053	\$236	\$21	\$231	\$151	\$639
9/30/2054	\$245	\$11	\$231	\$151	\$638
Total	\$3,948	\$3,349	\$6,932	\$4,338	\$18,567

¹The interest is calculated using an interest rate 4,45% for years 1 through 5 and an interest rate of 4,45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

<u>Appendix G-4-B</u> Phase #2 Assessment Roll by Lot Type – 2024-25 Trigger

Lot Type 4 (55 Ft)
Equivalent Unit Factor
Assessment
S3,626.70

			Administr	ation Expense	Annual Installment	
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²		
9/30/2025	\$56	\$161	\$212	\$111	\$541	
9/30/2026	\$56	\$159	\$212	\$114	\$540	
9/30/2027	\$62	\$156	\$212	\$116	\$546	
9/30/2028	\$62	\$154	\$212	\$118	\$546	
9/30/2029	\$68	\$151	\$212	\$121	\$552	
9/30/2030	\$68	\$148	\$212	\$123	\$551	
9/30/2031	\$74	\$145	\$212	\$125	\$557	
9/30/2032	\$74	\$142	\$212	\$128	\$556	
9/30/2033	\$80	\$138	\$212	\$130	\$561	
9/30/2034	\$87	\$135	\$212	\$133	\$567	
9/30/2035	\$87	\$131	\$212	\$136	\$565	
9/30/2036	\$93	\$127	\$212	\$138	\$570	
9/30/2037	\$99	\$123	\$212	\$138	\$572	
9/30/2038	\$105	\$118	\$212	\$138	\$574	
9/30/2039	\$105	\$114	\$212	\$138	\$570	
9/30/2040	\$111	\$109	\$212	\$138	\$571	
9/30/2041	\$118	\$104	\$212	\$138	\$572	
9/30/2042	\$124	\$99	\$212	\$138	\$573	
9/30/2043	\$130	\$93	\$212	\$138	\$574	
9/30/2044	\$136	\$88	\$212	\$138	\$574	
9/30/2045	\$142	\$82	\$212	\$138	\$575	
9/30/2046	\$155	\$75	\$212	\$138	\$581	
9/30/2047	\$161	\$68	\$212	\$138	\$580	
9/30/2048	\$167	\$61	\$212	\$138	\$579	
9/30/2049	\$179	\$54	\$212	\$138	\$584	
9/30/2050	\$186	\$46	\$212	\$138	\$582	
9/30/2051	\$198	\$38	\$212	\$138	\$586	
9/30/2052	\$204	\$29	\$212	\$138	\$584	
9/30/2053	\$216	\$20	\$212	\$138	\$587	
9/30/2054	\$225	\$10	\$212	\$138	\$586	
Total	\$3,627	\$3,077	\$6,368	\$3,985	\$17,056	

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

Appendix G-5
Phase #2 Annual Installment Summary - 2024-25

	Budget for all	Lots Based on T	rigger Period		
Descriptions	2022-23	2023-24	2024-25	Total	1
Interest payment on or after March 1, 2025	\$4,008	\$1,290	\$4,355	\$9,653	'
Interest payment on or after September 1, 2025	\$4,008	\$1,290	\$4,355	\$9,653	
Principal payment on September 1, 2025	\$3,169	\$904	\$3,005	\$7,077	
Subtotal debt service on R.A.	\$11,184	\$3,483	\$11,715	\$26,383	
Administrative Expenses	\$7,039	\$2,084	\$6,009	\$15,132	
Maintenance Assessment	\$12,899	\$3,896	\$11,456	\$28,251	
Subtotal Expenses	\$31,122	\$9,463	\$29,181	\$69,766	8
Available Administrative Expense account	\$0	\$0	\$0	\$0	i:
Subtotal funds available	\$0	\$0	\$0	\$0	
Annual Installments	\$31,122	\$9,463	\$29,181	\$69,766	
	7		1	Total	t.
Initial Total Assessments	\$220,402	\$66,566	\$195,750	\$482,718	
Principal paid	(\$6,361)	(\$1,022)	\$0	(\$7,383)	
Prepayments	(\$33,926)	(\$7,575)	\$0	(\$41,500)	
Outstanding Assessments	\$180,115	\$57,969	\$195,750	\$433,834	A
Interest Rate	4.45%	4.45%	4.45%	4.45%	В
Interest due through 9/1/25	\$8,015	\$2,580	\$8,711	\$19,306	$C = A \times B$
Assessments Due by 9/1/25	\$3,169	\$904	\$3,005	\$7,077	D
Subtotal - Debt Service	\$11,184	\$3,483	\$11,715	\$26,383	E = C + D
Estimated PID Administrative Expenses through 1/31/2026	\$7,039	\$2,084	\$6,009	\$15,132	F
Maintnece Assessments Due by 9/1/25	\$12,899	\$3,896	\$11,456	\$28,251	G
2024-25 Annual Installments	S31,122	\$9,463	\$29,181	\$69,766	H = E + F + C
Total Equivalent Units within the PID	48.01	14.57	42.57	105.15	
Less: Prepaid Parcel's Equivalent Unit	-7.39	-1.65	0.00	-9.04	
Net total Equivalent Units for 2024-25 Annual Installments	40.62	12.92	42.57	96.11	I
2024-25 Annual Assessment per Equivalent Unit (Lot Type 1)	\$275.33	\$269.61	\$275.20		Ε÷Ι
2024-25 Administrative Expenses per Equivalent Unit (Lot Type 1)	\$173.29	\$161.32	\$141.16		$F \div I$
2024-25 Maintenance Assessment per Equivalent Unit (Lot Type 1)	\$317.56	\$301,53	\$269.12		$G \div I$

Appendix G-6-A Parks at Panchasarp Farms Public Improvement District Phase #2 Assessment Roll Summary - 2022-23 Trigger Parcels

Doggal	Estimated	Lot T	Original Equivalent	Outstanding Equivalent	Outstanding	Data-t1	Interest	Administrative	Maintenance	Annual
Parcel	No. of units	Lot Type	Units	Units	Assessments	Principal		Expenses	Expenses	Installment
126,2233,20231	1	55 Ft	0.79	0.79	\$3,502,98	\$61,63	\$155.88	\$136.90	\$212.25	\$566.66
126,2233,20233	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126,2233,20234	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126,2233,20236	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136,90	\$212.25	\$566.66
126,2233,20237	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212,25	\$566.66
126,2233,20238	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231,06	\$616,88
126,2233,20239	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20242	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212,25	\$566_66
126,2233,20243	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126,2233,20244	1	60 Ft	0,86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.20245	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126,2233,20246	1	60 Ft	0,86	0.86	\$3,813,37	\$67.09	\$169,69	\$149.03	\$231.06	\$616.88
126,2233.20247	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20248	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155,88	\$136,90	\$212,25	\$566,66
126.2233 20249	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126,2233,20251	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212,25	\$566.66
126.2233.20253	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212,25	\$566.66
126.2233,20255	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155,88	\$136,90	\$212,25	\$566.66
26.2233.20260	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212,25	\$566.66
126.2233.20261	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
26.2233,20262		3511	0,77	0.77		\$30.81	\$77.94	\$68,45	\$106.13	\$283,33
126.2233.20282	1	55 Ft	0.79	0.79	\$1,751.49		\$77.94	\$68.45	\$106.13	\$283.33
		CC D	0.70	0.70	\$1,751.49	\$30,81				
126.2233,20263	1	55 Ft	0.79	0.79	\$3,502,98	\$61,63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233,20266	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231,06	\$616.88
126.2233.20267	1	55 Ft	0.79	0.79	\$1,751.49	\$30.81	\$77.94	\$68.45	\$106.13	\$283.33
26.2233.20283					\$1,751.49	\$30.81	\$77.94	\$68.45	\$106.13	\$283,33
126,2233,20270		60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231,06	\$616.88
126.2233.20271	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20272	1 .	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233 20276	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20277	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566,66
126.2233.20280	501000	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20601	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126 2233.20602	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.20605	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20609	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
26.2233,20610	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
26.2233.20703	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20708	1	55 Ft	0.79	0.79	\$3,502,98	\$61.63	\$155,88	\$136.90	\$212.25	\$566.66
126.2233.20710	- 1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233,20712	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136,90	\$212.25	\$566.66
126.2233 20718	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20719	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
26.2233.20720	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
26.2233.20723	1	55 Ft	0.79	0.79	\$3,502,98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
26 2233 20725	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
26.2233.20726	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
26 2233.20732	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155,88	\$136.90	\$212.25	\$566.66
126 2233 20734	1	60 Ft	0.86	0.86	\$3,813,37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
26.2233.20738	i -	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
26.2233.20739	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
26.2233.20740	100								\$231.06	\$231.06
	110	60 Ft	0.86	Prepaid	Prepaid	Prepaid \$67.00	Prepaid \$160.60	Prepaid \$149.03		
26.2233.20744	1	60 Ft	0.86	0,86	\$3,813,37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20803	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
26.2233.20804	10	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
26.2233.20808	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126 2233 20810	1	55 Ft	0.79	0.79	\$3,502,98	\$61.63	\$155,88	\$136.90	\$212.25	\$566.66
26.2233.20812	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
26.2233.20813	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
26.2233.20815	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
26-2233,20817	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155,88	\$136.90	\$212-25	\$566.66
126-2233-20001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26 2233 20002	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

CSO#5530-08-2024

Appendix G-6-A Parks at Panchasarp Farms Public Improvement District Phase #2 Assessment Roll Summary - 2022-23 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126,2233,20003	0	Common Area	0,00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126,2233,20004	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.20005	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	59		48.01	40.62	\$180,115,09	\$3,168.77	\$8,015.12	\$7,039.12	\$12,899.12	\$31,122.13

Appendix G-6-B Parks at Panchasarp Farms Public Improvement District Phase #2 Assessment Roll Summary - 2023-24 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126,2233 20232	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211,23	\$551,67
126.2233.20241	1	55 Ft	0.79	0.79	\$3,544_57	\$55,26	\$157.73	\$127,44	\$211,23	\$551,67
126.2233,20250	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126,2233,20252	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$211.23	\$211,23
126.2233.20254	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233,20279	1	55 Ft	0.79	0.79	\$3,544.57	\$55,26	\$157.73	\$127,44	\$211.23	\$551,67
126.2233.20607	1	60 Ft	0.86	0.86	\$3,858.65	\$60.15	\$171.71	\$138.74	\$229.95	\$600.55
126,2233.20608	1	60 Ft	0.86	0.86	\$3,858.65	\$60.15	\$171.71	\$138.74	\$229.95	\$600.55
126.2233.20611	1	60 Ft	0.86	0.86	\$3,858.65	\$60.15	\$171.71	\$138.74	\$229.95	\$600.55
126.2233,20704	1	60 Ft	0.86	0.86	\$3,858.65	\$60,15	\$171.71	\$138.74	\$229,95	\$600,55
126.2233.20705	1	55 Ft	0.79	0.79	\$3,544.57	\$55,26	\$157,73	\$127.44	\$211.23	\$551.67
126,2233.20707	1	55 Ft	0.79	0.79	\$3,544.57	\$55,26	\$157.73	\$127.44	\$211,23	\$551,67
126.2233.20709	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233,20724	1	55 Ft	0.79	0.79	\$3,544.57	\$55,26	\$157.73	\$127,44	\$211,23	\$551.67
126.2233.20733	11	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$229.95	\$229.95
126 2233 20809	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127,44	\$211.23	\$551.67
126,2233.20811	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20816	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
Total	18		14.57	12.92	\$57,969.48	\$903.70	\$2,579.64	\$2.084.27	\$3,895,80	\$9,463,41

Appendix G-6-C
Parks at Panchasarp Farms Public Improvement District
Phase #2 Assessment Roll Summary - 2024-25 Trigger Parcels

Parcel	Estimated No.	Lat Toma	Original Equivalent Units	Outstanding Equivalent Units	Outstanding	D. i - i - i	T-44	Administrative	Maintenance	Annual
	or units	Lot Type			Assessments	Principal	Interest	Expenses	Expenses	Installment
126 2233 20230		60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121,39	\$231,44	\$589.51
126 2233 20235	- !	60 Ft	0.86	0.86	\$3,954.54	\$60,70	\$175.98	\$121.39	\$231,44	\$589.51
126,2233,20240	1	55 Ft	0.79	0.79	\$3,632,66	\$55.76	\$161.65	\$111.51	\$212,60	\$541.53
126 2233 20256	1	55 Ft	0.79	0.79	\$3,632,66	\$55,76	\$161,65	\$111.51	\$212,60	\$541,53
126,2233.20257	1	55 Ft	0.79	0.79	\$3,632,66	\$55,76	\$161.65	\$111,51	\$212,60	\$541.53
126 2233 20258	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212,60	\$541.53
126 2233 20259	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541,53
126.2233.20264	1	55 Ft	0.79	0.79	\$3,632.66	\$55,76	\$161,65	\$111.51	\$212,60	\$541,53
126.2233.20265	1	55 Ft	0.79	0.79	\$3,632.66	\$55,76	\$161.65	\$111,51	\$212,60	\$541,53
126,2233.20268	1	60 Ft	0.86	0.86	\$3,954.54	\$60,70	\$175.98	\$121.39	\$231,44	\$589.51
126.2233,20269	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126,2233,20273	1	60 Ft	0.86	0.86	\$3,954.54	\$60,70	\$175.98	\$121.39	\$231,44	\$589,51
126.2233,20274	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212,60	\$541.53
126 2233 20275	1	60 Ft	0.86	0.86	\$3,954,54	\$60.70	\$175,98	\$121,39	\$231,44	\$589,51
126,2233,20278	1	55 Ft	0.79	0.79	\$3,632.66	\$55,76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20281	1	55 Ft	0.79	0.79	\$3,632.66	\$55,76	\$161,65	\$111.51	\$212,60	\$541.53
126.2233.20603	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126,2233,20604	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212,60	\$541.53
126.2233.20606	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126,2233,20612	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233,20701	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126 2233 20702	1	55 Ft	0.79	0.79	\$3,632.66	\$55,76	\$161,65	\$111.51	\$212.60	\$541.53
126,2233.20706	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126 2233 20711	1	55 Ft	0.79	0.79	\$3,632,66	\$55,76	\$161.65	\$111.51	\$212.60	\$541.53
126,2233.20713	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126 2233 20714	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20715	I	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126,2233,20716	1	55 Ft	0.79	0.79	\$3,632.66	\$55,76	\$161.65	\$111.51	\$212.60	\$541.53
126,2233,20717	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111,51	\$212.60	\$541.53
126 2233 20721	1	55 Ft	0.79	0.79	\$3,632.66	\$55,76	\$161.65	\$111.51	\$212.60	\$541.53
126 2233 20722	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126 2233 20727	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111,51	\$212.60	\$541.53
126 2233.20728	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126,2233,20729	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20730	1/5	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121,39	\$231,44	\$589.51
126.2233.20731	1	55 Ft	0.79	0,79	\$3,632.66	\$55,76	\$161.65	\$111.51	\$212.60	\$541.53
126,2233,20735	i i	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20736	i	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126 2233 20737	i	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20741	i	60 Ft	0.86	0.86	\$3,954.54	\$60,70	\$175.98	\$121.39	\$231.44	\$589.51
126 2233 20742	· i - 1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20743	i	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126,2233,20743	- 1	55 Ft	0.79	0.79	\$3,632.66	\$55,76	\$161.65	\$111.51	\$212.60	\$541.53
126 2233 20802	i	55 Ft	0.79	0.79	\$3,632,66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20802	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20806	i i	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212,60	\$541.53
126,2233,20807		55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161,65	\$111.51	\$212.60	\$541.53
126 2233 20807		55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65			\$541.53
126 2233 20814	T.		0.79	0.79				\$111.51	\$212.60	
126 2233 20818	E.	55 Ft			\$3,632.66	\$55,76	\$161.65	\$111.51	\$212,60	\$541.53
		55 Ft	0.79	0.79	\$3.632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541,53
126,2233,20820		55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20821	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20822 Total	53	55 Ft	0.79 42.57	0.79 42.57	\$3,632.66 \$195,749.74	\$55.76 \$3,004.51	\$161.65 \$8,710.86	\$111.51 \$6,009.02	\$212,60 \$11,456,33	\$541.53 \$29.180.72

APPENDIX H PHASE #3 ASSESSMENT ROLL

Appendix H-1 Phase #3 Assessment Roll - Aggregate

Parcel Assessment Total Units **All Parcels \$603,317** 131.42

			Administration	on Expense		
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment	
-1-	\$9,260	\$37,587	\$35,309	\$18,520	\$100,676	
2	\$9,260	\$37,010	\$35,309	\$18,891	\$100,470	
3	\$10,289	\$36,433	\$35,309	\$19,269	\$101,300	
4	\$10,289	\$35,792	\$35,309	\$19,654	\$101,044	
5	\$11,318	\$35,151	\$35,309	\$20,047	\$101,825	
6	\$11,318	\$34,446	\$35,309	\$20,448	\$101,521	
7	\$12,347	\$33,741	\$35,309	\$20,857	\$102,254	
8	\$12,347	\$32,971	\$35,309	\$21,274	\$101,902	
9	\$13,376	\$32,202	\$35,309	\$21,699	\$102,587	
10	\$14,405	\$31,369	\$35,309	\$22,133	\$103,216	
11	\$14,405	\$30,471	\$35,309	\$22,576	\$102,762	
12	\$15,434	\$29,574	\$35,309	\$23,028	\$103,345	
13	\$16,462	\$28,613	\$35,309	\$23,028	\$103,412	
14	\$17,491	\$27,587	\$35,309	\$23,028	\$103,415	
15	\$17,491	\$26,497	\$35,309	\$23,028	\$102,326	
16	\$18,520	\$25,407	\$35,309	\$23,028	\$102,265	
17	\$19,549	\$24,254	\$35,309	\$23,028	\$102,140	
18	\$20,578	\$23,036	\$35,309	\$23,028	\$101,951	
19	\$21,607	\$21,754	\$35,309	\$23,028	\$101,698	
20	\$22,636	\$20,408	\$35,309	\$23,028	\$101,381	
21	\$23,665	\$18,997	\$35,309	\$23,028	\$100,999	
22	\$25,723	\$17,523	\$35,309	\$23,028	\$101,583	
23	\$26,752	\$15,921	\$35,309	\$23,028	\$101,009	
24	\$27,780	\$14,254	\$35,309	\$23,028	\$100,371	
25	\$29,838	\$12,523	\$35,309	\$23,028	\$100,698	
26	\$30,867	\$10,664	\$35,309	\$23,028	\$99,868	
27	\$32,925	\$8,741	\$35,309	\$23,028	\$100,003	
28	\$33,954	\$6,690	\$35,309	\$23,028	\$98,981	
29	\$36,012	\$4,575	\$35,309	\$23,028	\$98,923	
30	\$37,419	\$2,331	\$35,309	\$23,028	\$98,087	
Total	\$603,317	\$716,521	\$1,059,281	\$662,894	\$3,042,012	

¹The interest is calculated using an interest rate of 6,23% for years 1 through 5 and an interest rate of 6,23% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

Appendix H-2 Phase #3 Assessment Roll by Lot Type

Lot Type Equivalent Unit Factor Assessment Lot Type 1 (70 Ft) \$4,590.75 1.00

			Administrati	on Expense		
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment	
1	\$70	\$286	\$269	\$141	\$766	
2	\$70	\$282	\$269	\$144	\$764	
3	\$78	\$277	\$269	\$147	\$771	
4	\$78	\$272	\$269	\$150	\$769	
5	\$86	\$267	\$269	\$153	\$775	
6	\$86	\$262	\$269	\$156	\$772	
7	\$94	\$257	\$269	\$159	\$778	
8	\$94	\$251	\$269	\$162	\$775	
9	\$102	\$245	\$269	\$165	\$781	
10	\$110	\$239	\$269	\$168	\$785	
11	\$110	\$232	\$269	\$172	\$782	
12	\$117	\$225	\$269	\$175	\$786	
13	\$125	\$218	\$269	\$175	\$787	
14	\$133	\$210	\$269	\$175	\$787	
15	\$133	\$202	\$269	\$175	\$779	
16	\$141	\$193	\$269	\$175	\$778	
17	\$149	\$185	\$269	\$175	\$777	
18	\$157	\$175	\$269	\$175	\$776	
19	\$164	\$166	\$269	\$175	\$774	
20	\$172	\$155	\$269	\$175	\$771	
21	\$180	\$145	\$269	\$175	\$769	
22	\$196	\$133	\$269	\$175	\$773	
23	\$204	\$121	\$269	\$175	\$769	
24	\$211	\$108	\$269	\$175	\$764	
25	\$227	\$95	\$269	\$175	\$766	
26	\$235	\$81	\$269	\$175	\$760	
27	\$251	\$67	\$269	\$175	\$761	
28	\$258	\$51	\$269	\$175	\$753	
29	\$274	\$35	\$269	\$175	\$753	
30	\$285	\$18	\$269	\$175	\$746	
Total	\$4,591	\$5,452	\$8,060	\$5,044	\$23,147	

¹The interest is calculated using an interest rate of 6,23% for years 1 through 5 and an interest rate of 6,23% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

Appendix H-3 Phase #3 Assessment Roll by Lot Type

Lot Type Equivalent Unit Factor Assessment Lot Type 2 (65 Ft) \$4,269.40 0.93

			Administration	on Expense		
Year	Principal		Maintenance Assessment	Other Administrative Expenses ²	Annual Installment	
1	\$66	\$266	\$250	\$131	\$712	
2	\$66	\$262	\$250	\$134	\$711	
3	\$73	\$258	\$250	\$136	\$717	
4	\$73	\$253	\$250	\$139	\$715	
5	\$80	\$249	\$250	\$142	\$721	
6	\$80	\$244	\$250	\$145	\$718	
7	\$87	\$239	\$250	\$148	\$724	
8	\$87	\$233	\$250	\$151	\$721	
9	\$95	\$228	\$250	\$154	\$726	
10	\$102	\$222	\$250	\$157	\$730	
11	\$102	\$216	\$250	\$160	\$727	
12	\$109	\$209	\$250	\$163	\$731	
13	\$116	\$202	\$250	\$163	\$732	
14	\$124	\$195	\$250	\$163	\$732	
15	\$124	\$188	\$250	\$163	\$724	
16	\$131	\$180	\$250	\$163	\$724	
17	\$138	\$172	\$250	\$163	\$723	
18	\$146	\$163	\$250	\$163	\$721	
19	\$153	\$154	\$250	\$163	\$720	
20	\$160	\$144	\$250	\$163	\$717	
21	\$167	\$134	\$250	\$163	\$715	
22	\$182	\$124	\$250	\$163	\$719	
23	\$189	\$113	\$250	\$163	\$715	
24	\$197	\$101	\$250	\$163	\$710	
25	\$211	\$89	\$250	\$163	\$713	
26	\$218	\$75	\$250	\$163	\$707	
27	\$233	\$62	\$250	\$163	\$708	
28	\$240	\$47	\$250	\$163	\$700	
29	\$255	\$32	\$250	\$163	\$700	
30	\$265	\$16	\$250 \$250	\$163	\$694	
Total	\$4,269	\$5,070	\$7,496	\$4,691	\$21,527	

The interest is calculated using an interest rate of 6,23% for years 1 through 5 and an interest rate of 6,23% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

Appendix H-4 Phase #3 Assessment Roll by Lot Type

Lot Type Equivalent Unit Factor Assessment Lot Type 3 (60 Ft) 60 Ft \$3,948.05

			Administration	on Expense		
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment	
1	\$61	\$246	\$231	\$121	\$659	
2	\$61	\$242	\$231	\$124	\$657	
3	\$67	\$238	\$231	\$126	\$663	
4	\$67	\$234	\$231	\$129	\$661	
5	\$74	\$230	\$231	\$131	\$666	
6	\$74	\$225	\$231	\$134	\$664	
7	\$81	\$221	\$231	\$136	\$669	
8	\$81	\$216	\$231	\$139	\$667	
9	\$88	\$211	\$231	\$142	\$671	
10	\$94	\$205	\$231	\$145	\$675	
11	\$94	\$199	\$231	\$148	\$672	
12	\$101	\$194	\$231	\$151	\$676	
13	\$108	\$187	\$231	\$151	\$677	
14	\$114	\$181	\$231	\$151	\$677	
15	\$114	\$173	\$231	\$151	\$670	
16	\$121	\$166	\$231	\$151	\$669	
17	\$128	\$159	\$231	\$151	\$668	
18	\$135	\$151	\$231	\$151	\$667	
19	\$141	\$142	\$231	\$151	\$666	
20	\$148	\$134	\$231	\$151	\$663	
21	\$155	\$124	\$231	\$151	\$661	
22	\$168	\$115	\$231	\$151	\$665	
23	\$175	\$104	\$231	\$151	\$661	
24	\$182	\$93	\$231	\$151	\$657	
25	\$195	\$82	\$231	\$151	\$659	
26	\$202	\$70	\$231	\$151	\$654	
27	\$202	\$57	\$231	\$151	\$654	
28	\$213	\$44	\$231	\$151	\$648	
29	\$236	\$30	\$231 \$231	\$151 \$151	\$647	
30	\$236 \$245	\$30 \$15	\$231 \$231	\$151	\$647 \$642	
Total	\$3,948	\$4,689	\$6,932	\$4,338	\$19,907	

The interest is calculated using an interest rate of 6.23% for years 1 through 5 and an interest rate of 6.23% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

Appendix H-5 Phase #3 Assessment Roll by Lot Type

Lot Type Equivalent Unit Factor Assessment Lot Type 4 (55 Ft) \$3,626.70

0.79

			Administrati	on Expense		
Year	Principal	Interest ¹	Maintenance Assessment	Other Administrative Expenses ²	Annual Installment	
1	\$56	\$226	\$212	\$111	\$605	
2	\$56	\$222	\$212	\$114	\$604	
3	\$62	\$219	\$212	\$116	\$609	
4	\$62	\$215	\$212	\$118	\$607	
5	\$68	\$211	\$212	\$121	\$612	
6	\$68	\$207	\$212	\$123	\$610	
7	\$74	\$203	\$212	\$125	\$615	
8	\$74	\$198	\$212	\$128	\$613	
9	\$80	\$194	\$212	\$130	\$617	
10	\$87	\$189	\$212	\$133	\$620	
11	\$87	\$183	\$212	\$136	\$618	
12	\$93	\$178	\$212	\$138	\$621	
13	\$99	\$172	\$212	\$138	\$622	
14	\$105	\$166	\$212	\$138	\$622	
15	\$105	\$159	\$212	\$138	\$615	
16	\$111	\$153	\$212	\$138	\$615	
17	\$118	\$146	\$212	\$138	\$614	
18	\$124	\$138	\$212	\$138	\$613	
19	\$130	\$131	\$212	\$138	\$611	
20	\$136	\$123	\$212	\$138	\$609	
21	\$142	\$114	\$212	\$138	\$607	
22	\$155	\$105	\$212	\$138	\$611	
23	\$161	\$96	\$212	\$138	\$607	
24	\$167	\$86	\$212	\$138	\$603	
25	\$179	\$75	\$212	\$138	\$605	
26	\$186	\$64	\$212	\$138	\$600	
27	\$198	\$53	\$212	\$138	\$601	
28	\$204	\$40	\$212	\$138	\$595	
29	\$216	\$27	\$212	\$138	\$595	
30	\$225	\$14	\$212	\$138	\$590	
Total	\$3,627	\$4,307	\$6,368	\$3,985	\$18,286	

¹The interest is calculated using an interest rate of 6.23% for years 1 through 5 and an interest rate of 6.23% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

Appendix H-2
Phase #3 Assessment Roll Summary

D 1		•	•	Equivalent	Outstanding
Parcel ID	Block #	Lot #	Lot Size	Units	Assessment
TBD	9	1	65'	0.93	\$4,269.40
TBD	9	2	60'	0.86	\$3,948.05
TBD	9	3	65'	0.93	\$4,269.40
TBD	9	4	60'	0.86	\$3,948.05
TBD	9	5	65'	0.93	\$4,269.40
TBD	9	6	60'	0.86	\$3,948.05
TBD	9	7	65'	0.93	\$4,269.40
TBD	9	8	60'	0.86	\$3,948.05
TBD	9	9	60'	0.86	\$3,948.05
TBD	9	10	60'	0.86	\$3,948.05
TBD	9	11	65'	0.93	\$4,269.40
TBD	9	12	60'	0.86	\$3,948.05
TBD	9	13	65'	0.93	\$4,269.40
TBD	9	14	60'	0.86	\$3,948.05
TBD	9	15	65'	0.93	\$4,269.40
TBD	9	16	55'	0.79	\$3,626.70
TBD	9	17	60'	0.86	\$3,948.05
TBD	9	18	60'	0.86	\$3,948.05
TBD	9	19	55'	0.79	\$3,626.70
TBD	9	20	60'	0.86	\$3,948.05
TBD	9	21	55'	0.79	\$3,626.70
TBD	9	22	60'	0.86	\$3,948.05
TBD	9	23	55'	0.79	\$3,626.70
TBD	9	24	60'	0.86	\$3,948.05
TBD	9	25	60'	0.86	\$3,948.05
TBD	9	26	60'	0.86	\$3,948.05
TBD	9	27	55'	0.79	\$3,626.70
TBD	9	28	60'	0.86	\$3,948.05
TBD	9	29	60'	0.86	\$3,948.05
TBD	9	30	60'	0.86	\$3,948.05
TBD	9	31	55'	0.79	\$3,626.70
TBD	9	32	60'	0.86	\$3,948.05
TBD	9	33	60'	0.86	\$3,948.05
TBD	9	34	55'	0.79	\$3,626.70
TBD	9	35	60'	0.86	\$3,948.05
TBD	9	36	60'	0.86	\$3,948.05
TBD	9	37	55'	0.79	\$3,626.70
TBD	9	38	55'	0.79	\$3,626.70
TBD	9	39	60'	0.86	\$3,948.05
TBD	9	40	60'	0.86	\$3,948.05

Appendix H-2 Phase #3 Assessment Roll Summary

				Equivalent	Outstanding
Parcel ID	Block #	Lot #	Lot Size	Units	Assessment
TBD	9	41	60'	0.86	\$3,948.05
TBD	9	42	60'	0.86	\$3,948.05
TBD	9	43	55'	0.79	\$3,626.70
TBD	9	Common Area	Common Area	0.00	\$0.00
TBD	9	Common Area	Common Area	0.00	\$0.00
TBD	9	Common Area	Common Area	0.00	\$0.00
TBD	10	1	65'	0.93	\$4,269.40
TBD	10	2	60'	0.86	\$3,948.05
TBD	10	3	60'	0.86	\$3,948.05
TBD	10	4	65'	0.93	\$4,269.40
TBD	10	5	60'	0.86	\$3,948.05
TBD	10	6	60'	0.86	\$3,948.05
TBD	10	7	60'	0.86	\$3,948.05
TBD	10	8	60'	0.86	\$3,948.05
TBD	10	9	60'	0.86	\$3,948.05
TBD	10	10	65'	0.93	\$4,269.40
TBD	10	11	60'	0.86	\$3,948.05
TBD	10	12	65'	0.93	\$4,269.40
TBD	10	13	60'	0.86	\$3,948.05
TBD	10	14	60'	0.86	\$3,948.05
TBD	10	15	60'	0.86	\$3,948.05
TBD	10	16	60'	0.86	\$3,948.05
TBD	10	17	55'	0.79	\$3,626.70
TBD	10	18	60'	0.86	\$3,948.05
TBD	10	19	55'	0.79	\$3,626.70
TBD	10	20	55'	0.79	\$3,626.70
TBD	10	21	55'	0.79	\$3,626.70
TBD	10	22	55'	0.79	\$3,626.70
TBD	10	23	60'	0.86	\$3,948.05
TBD	10	24	55'	0.79	\$3,626.70
TBD	10	25	65'	0.93	\$4,269.40
TBD	10	26	60'	0.86	\$3,948.05
TBD	10	27	60'	0.86	\$3,948.05
TBD	10	28	60'	0.86	\$3,948.05
TBD	10	29	65'	0.93	\$4,269.40
TBD	10	30	60'	0.86	\$3,948.05
TBD	10	31	60'	0.86	\$3,948.05
TBD	10	32	65'	0.93	\$4,269.40
TBD	10	Park Area	Park Area	0.00	\$0.00
TBD	10	Common Area	Common Area	0.00	\$0.00

Appendix H-2
Phase #3 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	11	1	60'	0.86	\$3,948.05
TBD	11	2	60'	0.86	\$3,948.05
TBD	11	2 3	60'	0.86	\$3,948.05
TBD	11	4	60'	0.86	\$3,948.05
TBD	11	5 -	60'	0.86	\$3,948.05
TBD	11	6	60'	0.86	\$3,948.05
TBD	11	7	60'	0.86	\$3,948.05
TBD	11	8	60'	0.86	\$3,948.05
TBD	11	9	60'	0.86	\$3,948.05
TBD	11	10	60'	0.86	\$3,948.05
TBD	11	11	55'	0.79	\$3,626.70
TBD	11	12	60'	0.86	\$3,948.05
TBD	11	13	60'	0.86	\$3,948.05
TBD	11	14	55'	0.79	\$3,626.70
TBD	-11	15	60'	0.86	\$3,948.05
TBD	11	16	60'	0.86	\$3,948.05
TBD	11	17	55'	0.79	\$3,626.70
TBD	11	18	55'	0.79	\$3,626.70
TBD	11	19	60'	0.86	\$3,948.05
TBD	11	20	60'	0.86	\$3,948.05
TBD	11	21	55'	0.79	\$3,626.70
TBD	12	1	60'	0.86	\$3,948.05
TBD	12	2	55'	0.79	\$3,626.70
TBD	12	3	60'	0.86	\$3,948.05
TBD	12	4	55'	0.79	\$3,626.70
TBD	12	5	55'	0.79	\$3,626.70
TBD	12	6	60'	0.86	\$3,948.05
TBD	12	7	60'	0.86	\$3,948.05
TBD	12	8	55'	0.79	\$3,626.70
TBD	12	9	60'	0.86	\$3,948.05
TBD	12	10	60'	0.86	\$3,948.05
TBD	12	11	60'	0.86	\$3,948.05
TBD	12	12	60'	0.86	\$3,948.05
TBD	12	13	60'	0.86	\$3,948.05
TBD	12	14	60'	0.86	\$3,948.05
TBD	12	15	65'	0.93	\$4,269.40
TBD	12	16	65'	0.93	\$4,269.40
TBD	12	17	65'	0.93	\$4,269.40
TBD	12	18	65'	0.93	\$4,269.40
TBD	12	19	60'	0.86	\$3,948.05

Appendix H-2 Phase #3 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	12		Common Area	0.00	\$0.00
TBD	12	Park Area	Park Area	0.00	\$0.00
TBD	13	1	60'	0.86	\$3,948.05
TBD	13	2	65'	0.93	\$4,269.40
TBD	13	3	60'	0.86	\$3,948.05
TBD	13	4	60'	0.86	\$3,948.05
TBD	13	5	65'	0.93	\$4,269.40
TBD	13	6	60'	0.86	\$3,948.05
TBD	13	7	60'	0.86	\$3,948.05
TBD	13	8	60'	0.86	\$3,948.05
TBD	13	9	60'	0.86	\$3,948.05
TBD	13	10	60'	0.86	\$3,948.05
TBD	13	11	60'	0.86	\$3,948.05
TBD	13	12	65'	0.93	\$4,269.40
TBD	13	13	65'	0.93	\$4,269.40
TBD	13	14	65'	0.93	\$4,269.40
TBD	13	15	65'	0.93	\$4,269.40
TBD	13	16	65'	0.93	\$4,269.40
TBD	13	17	65'	0.93	\$4,269.40
TBD	13	18	65'	0.93	\$4,269.40
TBD	13	19	65'	0.93	\$4,269.40
TBD	13	20	65'	0.93	\$4,269.40
TBD	13	21	65'	0.93	\$4,269.40
TBD	13	22	60'	0.86	\$3,948.05
TBD	13	Park Area	Park Area	0.00	\$0.00
TBD	14	1	60'	0.86	\$3,948.05
TBD	14	2	60'	0.86	\$3,948.05
TBD	15	1	70'	1.00	\$4,590.75
TBD	15	2	65'	0.93	\$4,269.40
TBD	15	3	70'	1.00	\$4,590.75
TBD	15	4	65'	0.93	\$4,269.40
TBD	15	5	70'	1.00	\$4,590.75
TBD	15	6	60'	0.86	\$3,948.05
TBD	15	7	55'	0.79	\$3,626.70
TBD	15	8	60'	0.86	\$3,948.05
TBD	15	9	60'	0.86	\$3,948.05
TBD	15	10	55'	0.79	\$3,626.70
TBD	15	11	60'	0.86	\$3,948.05
TBD	15	12	55'	0.79	\$3,626.70
TBD	15	13	60'	0.86	\$3,948.05

Appendix H-2 Phase #3 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	15	Common Area	Common Area	0.00	\$0.00
TBD	15	Park Area	Park Area	0.00	\$0.00
Total		152		131.42	\$603,316.91

Exhibit B

PARKS AT PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT JC-1 PHASE #3 REIMBURSEMENT AGREEMENT

This Parks at Panchasarp Farms Public Improvement District JC-1 Phase #3 Reimbursement Agreement (this "Reimbursement Agreement") is executed by and among the CITY OF BURLESON, TEXAS, a home-rule municipality of the State of Texas (the "City") and PF FARMS, LLC, a Texas limited liability company (the "Developer") (individually referred to as a "Party" and collectively as the "Parties") to be effective August 19, 2024 (the "Effective Date").

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Parks at Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan*, dated February 3, 2020, as updated for Phase #2 on February 21, 2022, as updated for Phase #3 on August 5, 2024, as the same may be amended, supplemented, and updated from time to time (the "SAP" or "Service and Assessment Plan") passed and approved by the City Council of the City on August 19, 2024; and

WHEREAS, on February 4, 2019 the City Council passed and approved Resolution CSO# 981-02-2019 authorizing the creation of the Parks at Panchasarp Farms Public Improvement District JC-1 (the "<u>District</u>"), covering approximately 220.88 acres of land described by metes and bounds in said Resolution (the "<u>District Property</u>"); and

WHEREAS, the purpose of the District is to finance public improvements (the "Authorized Improvements") as provided by Chapter 372, Texas Local Government Code, as amended (the "PID Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in phases, and special assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Phase #3 Improvements (as defined in the SAP) have been constructed within Phase #3 of the District Property, as described and depicted in the SAP; and

WHEREAS, on July 22, 2024, the City Council passed and approved a resolution determining, among other things, the estimated costs of the Phase #3 Improvements; and

WHEREAS, on August 5, 2024, the City Council conducted a first reading and on August 19, 2024, the City Council conducted a second reading and passed and approved an ordinance (the "Assessment Ordinance") which, among other things, approved the SAP (including the Phase #3 Assessment Roll), levied assessments, and established the dates upon which interest on assessments will begin to accrue and collection of assessments will begin; and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within Phase #3 (the "Phase #3 Assessed Property") for the Phase #3

Improvements in accordance with the Phase #3 Assessment Roll attached as Appendix H to the SAP; and

WHEREAS, the SAP established \$603,317 as the cost of the Phase #3 Improvements to be assessed against Phase #3 of the District Property (the "Phase #3 Improvements Costs"); and

WHEREAS, the SAP allocated the Phase #3 Improvements Costs to Phase #3 of the District Property, and the SAP contemplated the allocation of the Phase #3 Improvements Costs among the single family and multifamily residential lots to be created from the subdivision of the District Property; and

WHEREAS, assessments against lots within Phase #3 of the District (the "Phase #3 Assessments") will be reflected on the Phase #3 Assessment Roll as approved by the City Council; and

WHEREAS, the SAP and the Assessment Ordinance provide, in part, that an Assessment or Assessments may be paid in full at any time, and if an Assessment is not paid in full, it shall be due and payable in Annual Installments plus interest for a period of 30 years or until the Assessment is paid in full; and

WHEREAS, all revenue received and collected by the City from the collection of the Phase #3 Assessments and Annual Installments (excluding Delinquent Collection Costs and Administrative Expenses, and Maintenance Expenses) (the "Phase #3 Assessment Revenue") shall be deposited as required by the PID Act into an assessment fund that is segregated from all other funds of the City (the "Phase #3 Assessment Fund"); and

WHEREAS, if Future Phase #3 Bonds (as defined below) are issued, Phase #3 Assessment Revenue shall be collected and deposited as provided in the indenture(s) authorizing the issuance of the Future Phase #3 Bonds; and

WHEREAS, the Phase #3 Assessment Revenue deposited into the Phase #3 Assessment Fund shall be used to reimburse Developer and its assigns for the Phase #3 Improvements Costs advanced by the Developer in an amount not to exceed \$603,317, plus interest; and

WHEREAS, the obligations of the City to use the Phase #3 Assessments hereunder is authorized by the PID Act; and

WHEREAS, at the discretion of the City, it is anticipated that Future Phase #3 Bonds may be issued for all or a portion of the Phase #3 Improvements; therefore, prior to or contemporaneously with the issuance of any such bonds, Developer and City agree to amend this Reimbursement Agreement as determined necessary by City's bond counsel for issuance of any such bonds, for compliance with applicable law and for compliance with the obligations of the parties under this Reimbursement Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
- Strictly subject to the terms, conditions, and requirements and solely from the Phase #3 Assessment Revenues as herein provided and in accordance with the SAP, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to the actual costs of the Phase #3 Improvements paid by the Developer for the Phase #3 Improvements Costs that were within budgeted costs, or authorized Cost Overruns in accordance with the SAP, that were paid by the Developer as evidenced by one or more Certifications for Payment (as defined below) approved by the City plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until the last year of Annual Installment collection shown in the SAP (the "Maturity Date"), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed \$603,317 (the "Reimbursement Amount"), plus interest accrued, as hereinafter provided. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Phase #3 Assessment Fund." The Reimbursement Amount is payable from Phase #3 Assessment Revenue to be deposited in the Phase #3 Assessment Fund, or from the net proceeds of Future Phase #3 Bonds, as described below:
 - a. The Reimbursement Amount is payable solely from: (i) the Phase #3 Assessment Revenue received and collected by the City and deposited into the Phase #3 Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City and Administrative Expenses) of one or more series of bonds (the "Future Phase #3 Bonds") issued by the City and secured by the Phase #3 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Phase #3 Assessment Revenue shall be received, collected and deposited into the Phase #3 Assessment Fund subject to the following limitations:
 - i. Calculation of the Phase #3 Assessments and the first Annual Installment for a Parcel shall begin as provided for in the SAP.
 - ii. Until such time as Future Phase #3 Bonds are issued, the Phase #3 Assessments shall accrue interest at the per annum rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of the

- Phase #3 Assessments for a Parcel for the earlier of 30 years or until the Phase #3 Assessments for such Parcel are paid in full.
- iii. The Developer and its assigns shall be reimbursed in a combined aggregate amount not to exceed \$603,317 plus interest from the Phase #3 Assessment Fund and as allowed under this Section 2(a).
- iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) 6.23% for years 1 through 5, and (y) 6.23% thereafter, as shown in the SAP; provided that, in the event Future Phase #3 Bonds are issued, the per annum interest rate on the Reimbursement Amount shall not exceed, and shall be limited to, the per annum interest rate on such bonds. The interest rate has been approved by the City Council and is authorized by the PID Act and was determined based upon the Bond Buyer Index, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was 4.23%. The interest rates of 6.23% and 6.23% contained herein, as shown in the SAP, comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.
- v. If Future Phase #3 Bonds are issued, the City shall bill, collect, and upon receipt, deposit all Phase #3 Assessment Revenue relating to such bonds in the manner set forth in the Indenture(s) authorizing such bonds.
- 3. The amount of the Reimbursement Amount that has not been paid, plus the interest accrued as described in Section 2(a)(iv) above, are collectively, the "Unpaid Balance." The Unpaid Balance is secured by and payable solely from the Phase #3 Assessment Revenue received and collected by the City and deposited into the Phase #3 Assessment Fund or from the net proceeds of the Future Phase #3 Bonds. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date, and such unpaid amount shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable. This Reimbursement 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 Phase #3 Assessment Revenue received, collected and deposited into the Phase #3 Assessment Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of taxes and assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Phase #3 Assessment Revenue and, as a result, is unable to make transfers from the Phase #3

- Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.
- 4. If Future Phase #3 Bonds are issued, the net proceeds of such Future Phase #3 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Phase #3 Improvements that have already been paid by the Developer and then to pay all or any portion of any Phase #3 Improvements Cost, as set forth in the SAP such that no Future Phase #3 Bonds are issued unless the funds necessary to complete the Phase #3 Improvements are deposited with the net proceeds of the Future Phase #3 Bonds on the closing date of the Future Phase #3 Bonds. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Phase #3 Improvements as set forth in the SAP. If costs of completion of the Phase #3 Improvement is less than the amounts set forth in the SAP, the Developer shall not be entitled to such excess amounts.
- 5. 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 written notice to) the City, the Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). The rights of the Developer to assignment are conditioned upon the Transferee agreeing, in writing, to assume the rights, title or interest being assigned and to be bound by the terms and conditions of this Reimbursement Agreement to the extent they apply to the rights, title or interest being assigned. An assignment by the Developer pursuant to this Section shall be effective upon delivery to the City of a copy of the fully executed assignment, which shall include the information required by Section 9 below and unambiguous provisions regarding any apportionment between the Developer and the Transferee of the right to receive payment of the Unpaid Balance or any other payment. The City may rely on any notice of a Transfer or executed assignment received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice, and the Developer's sole remedy shall be to seek the funds directly from the third party. If the City determines in its sole discretion that the executed assignment received from the Developer does not unambiguously provide for the apportionment between the Developer and the Transferee of the right to receive payments of the Unpaid Balance or any other amount, the City will make such payments solely to that Developer until such time as the executed assignment is amended to unambiguously provide for such apportionment and the Transferee or other third party's sole remedy shall be to seek the funds directly from the Developer. No conveyance, transfer, assignment, mortgage, pledge or other

encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. Any assignment by a Transferee of its rights, title or interest under this Reimbursement Agreement shall be subject to the requirements of the Developer under this Section 5.

- 6. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Phase #3 Assessment Fund or the net proceeds of the Future Phase #3 Bonds and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
- 7. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Phase #3 Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
- 8. This Reimbursement 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 to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Johnson County, Texas.
- 9. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City:

City of Burleson, Texas Attn: City Manager 141 W. Renfro Street Burleson, Texas 76028

With a copy to:

Taylor, Olson, Adkins, Sralla, & Elam, LLP

Attn: E. Allen Taylor, Jr., City Attorney

6000 Western Place, Ste. 200 Fort Worth, TX 76107

To the Landowner:

PF Farms, LLC

Attn: Ben Panchasarp

4020 N. MacArthur Blvd, Suite 122-278

Irving, TX 75038

With a copy to:

Winstead PC

Attn: Ross Martin

2728 N. Harwood Street, Suite 500

Dallas, TX 75201

10. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Phase #3 Assessments contrary to the provisions of the PID Act.

11. Remedies:

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a nonperforming Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30-day period so long as the nonperforming Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time 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 Reimbursement Agreement with respect to

- Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound or is bound as a result of a Transfer to the Transferee.
- b. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
- c. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or nontermination of this Reimbursement Agreement upon a Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement, then to the extent such failure constitutes a Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
- d. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
- e. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
- 12. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Phase #3 Bonds, the Indenture securing the Future Phase #3 Bonds shall control as the provisions relate to the Phase #3 Assessments.
- 13. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement 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 Reimbursement Agreement.

- 14. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
- 15. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
- 16. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
- 17. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
- 18. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Reimbursement Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- 19. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 20. The term of this Reimbursement Agreement is the earlier of (i) thirty (30) years from the collection of the Assessment Revenue, (ii) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of Future Phase #3 Bonds, or (iv) termination

- pursuant to a Default, whichever occurs first. The Developer shall be entitled to reimbursement for costs pursuant to a submitted Certification for Payment if the Developer has submitted a Certification for Payment prior a Default.
- 21. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, such as by reason of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the Party (financial inability excepted).
- 22. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
- 23. The City and the Developer agree that the Developer shall submit one or more Certifications for Payment in substantially the form of **Exhibit A** attached hereto (each a "Certification for Payment") for cost(s) of Phase #3 Improvements in an aggregate amount up to the maximum Unpaid Balance set forth in Section 3 hereof. The amount of each Certification for Payment approved by the City shall be added to the principal amount of the Reimbursement Amount, not to exceed the maximum Unpaid Balance set forth in Section 3 hereof.
 - 24. Upon receipt of a Certification for Payment, substantially in the form of Exhibit A hereto (along with all accompanying documentation required by the City) from the Developer, the City engineer or other individual employed by the City to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected (the "City Inspector") shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Phase #3 Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefor and with the terms of this Reimbursement Agreement, and to verify and approve the actual cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"), and shall, upon the conclusion of the review, forward the request to the City Manager of the City, or any other official or

agent of the City later authorized by the City Council to undertake the action referenced herein (the "City Representative"). The City Inspector and/or City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review. Within twenty-one (21) business days of receipt of any Certification for Payment, the City Inspector shall either (i) approve and execute the Certification for Payment and forward the same to City Representative for approval (A) as an additional principal amount of the Reimbursement Amount for payment from those funds available in the Phase #3 Assessment Fund in accordance with this Reimbursement Agreement, or, (B) if Future Phase #3 Bonds have been issued by the City, the City Representative shall forward the Certification for Payment to the Trustee for payment pursuant to the related Indenture, or (ii) in the event the City Inspector disapproves the Certification for Payment, give written notification to the Developer of the City Inspector's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Inspector shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the City Representative for approval in accordance with this Section 24, and any such partial work shall be processed for payment under this Section 24, notwithstanding such partial denial. If the City Inspector fails to act with respect to a Certification for Payment within the time period herein provided, the Developer shall submit the Certification for Payment directly to the City Representative for approval. Within fourteen (14) business days of receipt of any Certification for Payment, the City Representative shall approve or deny the Certification for Payment, and provide notice to the Administrator and Developer. The approval of the Certification for Payment by the City Representative shall constitute a representation by the City Representative of the Developer's compliance therein. If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the City Representative or the Trustee, if applicable, for payment until the dispute is resolved by the City and the Developer. The Developer shall deliver the approved or partially approved Certification for Payment by the City Representative as provided herein, or approved by the City Council, to the City Representative for payment from the Phase #3 Assessment Fund in accordance with this Reimbursement Agreement; provided, however, if Future Phase #3 Bonds have been issued, the City Representative shall provide the Certification for Payment to the Trustee for payment in accordance with the related Indenture.

- 25. The amount of a Certification for Payment approved by the City constituting a portion of the Reimbursement Amount shall accrue interest at the per annum rates set forth in Section 2 hereof from the date of approval by the City Representative of the Certification for Payment.
- 26. Upon the final completion of an Phase #3 Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Phase #3 Improvement, if the actual cost(s) of such Phase #3 Improvement (or its completed segment or phase thereof) is less than the budgeted cost(s) (a "Cost Underrun"), any remaining budgeted cost(s) will be available to pay cost overruns ("Cost Overruns") on any other Phase #3 Improvement (or its completed segment or phase thereof). The City shall promptly confirm to the Administrator 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 Phase #3 Improvements. Any Cost Underrun for any Phase #3 Improvement (or its completed segment or phase thereof) is available to pay Cost Overruns on any other Phase #3 Improvement (or its completed segment or phase thereof), 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.
- 27. 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, will not boycott Israel during the term of this Reimbursement Agreement. 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 27 shall survive termination of this Reimbursement Agreement until the statute of limitations has run.
- 28. 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. The foregoing representation excludes the Developer and 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. Notwithstanding anything contained herein, the

- representations and covenants contained in this Section 28 shall survive termination of the Reimbursement Agreement until the statute of limitations has run.
- 29. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Reimbursement Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 29 shall survive termination of the Reimbursement Agreement until the statute of limitations has run.
- 30. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,
 - (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - (2) will not discriminate during the term of this Reimbursement Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 30 shall survive termination of the Reimbursement Agreement until the statute of limitations has run.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

CITY OF BURLESON, TEXAS

	By:	
	Name: Chris Fletcher	
	Title: Mayor	
ATTEST:		
Name: Amanda Campos, TRMC, CMC Title: City Secretary		

[Signature Page for Parks at Panchasarp Farms PID JC-1 Phase #3 Reimbursement Agreement]

DEVELOPER:

PF FARMS, LLC, a Texas limited liability company

[Signature Page for Parks at Panchasarp Farms PID JC-1 Phase #3 Reimbursement Agreement]

Exhibit A

SUBSTANTIAL FORM OF CERTIFICATION FOR PAYMENT

The undersigned is an agent for PF Farms, LLC, a Texas limited liability company (the
"Developer") and requests payment from the Phase #3 Assessment Fund (as defined in the Parks
at Panchasarp Farms Public Improvement District JC-1 Phase #3 Reimbursement Agreement)
from the City of Burleson, Texas (the "City") in the amount of \$ for labor,
materials, fees, and/or other general costs related to the construction of certain Phase #3
Improvements related to the Parks at Panchasarp Farms Public Improvement District JC-1 (the
"Phase #3 Improvements"). Unless otherwise defined, any capitalized terms used herein shall
have the meanings ascribed to them in the Parks at Panchasarp Farms Public Improvement District
JC-1 Phase #3 Reimbursement Agreement (the "Phase #3 Reimbursement Agreement") dated June
August 19, 2024.

In connection to 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 Phase #3 Improvements have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
- 3. The itemized amounts listed for the Phase #3 Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Phase #3 Improvement, and such costs are in compliance with the Phase #3 Reimbursement Agreement and the Service and Assessment Plan.
- 4. The Developer is in compliance with the terms and provisions of the Phase #3 Reimbursement Agreement and the Service and Assessment Plan.
- 5. All conditions set forth in the Phase #3 Reimbursement Agreement for the payment hereby requested have been satisfied.
- 6. The work with respect to the Phase #3 Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Phase #3 Improvement.
- 7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments req	uested s	hould	include	the	follow	ing
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Payee / Description of Phase #3 Improvement	Total Cost of Phase #3 Improvement	Budgeted Cost of Phase #3 Improvement	Amount to be paid from the Phase #3 Assessment Fund

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects evidencing that any contractor or subcontractor having performed work on an Phase #3 Improvement described above has been paid in full for all work completed through the previous Certification for Payment.

Pursuant to the Phase #3 Reimbursement Agreement, after receiving this payment request, the City Inspector has inspected the Phase #3 Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

Dated:	I hereby declare that the above representations and warranties are true and correct.
	DEVELOPER:
	PF FARMS, LLC, a Texas limited liability company
	7

Name: Ben Panchasarp Its: Manager

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Phase #3 Reimbursement Agreement, the indenture (if any), the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Phase #3 Improvements.

CITY OF BURLESON, TEXAS

By:	_
Name:	
Title:	
Date:	

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PARKS AT PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT JC-1 PHASE #3 REIMBURSEMENT AGREEMENT

This Parks at Panchasarp Farms Public Improvement District JC-1 Phase #3 Reimbursement Agreement (this "Reimbursement Agreement") is executed by and among the CITY OF BURLESON, TEXAS, a home-rule municipality of the State of Texas (the "City") and PF FARMS, LLC, a Texas limited liability company (the "Developer") (individually referred to as a "Party" and collectively as the "Parties") to be effective August 19, 2024 (the "Effective Date").

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Parks at Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan*, dated February 3, 2020, as updated for Phase #2 on February 21, 2022, as updated for Phase #3 on August 5, 2024, as the same may be amended, supplemented, and updated from time to time (the "SAP" or "Service and Assessment Plan") passed and approved by the City Council of the City on August 19, 2024; and

WHEREAS, on February 4, 2019 the City Council passed and approved Resolution CSO# 981-02-2019 authorizing the creation of the Parks at Panchasarp Farms Public Improvement District JC-1 (the "<u>District</u>"), covering approximately 220.88 acres of land described by metes and bounds in said Resolution (the "<u>District Property</u>"); and

WHEREAS, the purpose of the District is to finance public improvements (the "<u>Authorized Improvements</u>") as provided by Chapter 372, Texas Local Government Code, as amended (the "<u>PID Act</u>") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in phases, and special assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Phase #3 Improvements (as defined in the SAP) have been constructed within Phase #3 of the District Property, as described and depicted in the SAP; and

WHEREAS, on July 22, 2024, the City Council passed and approved a resolution determining, among other things, the estimated costs of the Phase #3 Improvements; and

WHEREAS, on August 5, 2024, the City Council conducted a first reading and on August 19, 2024, the City Council conducted a second reading and passed and approved an ordinance (the "Assessment Ordinance") which, among other things, approved the SAP (including the Phase #3 Assessment Roll), levied assessments, and established the dates upon which interest on assessments will begin to accrue and collection of assessments will begin; and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within Phase #3 (the "Phase #3 Assessed Property") for the Phase #3

Improvements in accordance with the Phase #3 Assessment Roll attached as Appendix H to the SAP; and

WHEREAS, the SAP established \$603,317 as the cost of the Phase #3 Improvements to be assessed against Phase #3 of the District Property (the "Phase #3 Improvements Costs"); and

WHEREAS, the SAP allocated the Phase #3 Improvements Costs to Phase #3 of the District Property, and the SAP contemplated the allocation of the Phase #3 Improvements Costs among the single family and multifamily residential lots to be created from the subdivision of the District Property; and

WHEREAS, assessments against lots within Phase #3 of the District (the "Phase #3 Assessments") will be reflected on the Phase #3 Assessment Roll as approved by the City Council; and

WHEREAS, the SAP and the Assessment Ordinance provide, in part, that an Assessment or Assessments may be paid in full at any time, and if an Assessment is not paid in full, it shall be due and payable in Annual Installments plus interest for a period of 30 years or until the Assessment is paid in full; and

WHEREAS, all revenue received and collected by the City from the collection of the Phase #3 Assessments and Annual Installments (excluding Delinquent Collection Costs and Administrative Expenses, and Maintenance Expenses) (the "Phase #3 Assessment Revenue") shall be deposited as required by the PID Act into an assessment fund that is segregated from all other funds of the City (the "Phase #3 Assessment Fund"); and

WHEREAS, if Future Phase #3 Bonds (as defined below) are issued, Phase #3 Assessment Revenue shall be collected and deposited as provided in the indenture(s) authorizing the issuance of the Future Phase #3 Bonds; and

WHEREAS, the Phase #3 Assessment Revenue deposited into the Phase #3 Assessment Fund shall be used to reimburse Developer and its assigns for the Phase #3 Improvements Costs advanced by the Developer in an amount not to exceed \$603,317, plus interest; and

WHEREAS, the obligations of the City to use the Phase #3 Assessments hereunder is authorized by the PID Act; and

WHEREAS, at the discretion of the City, it is anticipated that Future Phase #3 Bonds may be issued for all or a portion of the Phase #3 Improvements; therefore, prior to or contemporaneously with the issuance of any such bonds, Developer and City agree to amend this Reimbursement Agreement as determined necessary by City's bond counsel for issuance of any such bonds, for compliance with applicable law and for compliance with the obligations of the parties under this Reimbursement Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
- 2. Strictly subject to the terms, conditions, and requirements and solely from the Phase #3 Assessment Revenues as herein provided and in accordance with the SAP, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to the actual costs of the Phase #3 Improvements paid by the Developer for the Phase #3 Improvements Costs that were within budgeted costs, or authorized Cost Overruns in accordance with the SAP, that were paid by the Developer as evidenced by one or more Certifications for Payment (as defined below) approved by the City plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until the last year of Annual Installment collection shown in the SAP (the "Maturity Date"), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed \$603,317 (the "Reimbursement Amount"), plus interest accrued, as hereinafter provided. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Phase #3 Assessment Fund." The Reimbursement Amount is payable from Phase #3 Assessment Revenue to be deposited in the Phase #3 Assessment Fund, or from the net proceeds of Future Phase #3 Bonds, as described below:
 - a. The Reimbursement Amount is payable solely from: (i) the Phase #3 Assessment Revenue received and collected by the City and deposited into the Phase #3 Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City and Administrative Expenses) of one or more series of bonds (the "Future Phase #3 Bonds") issued by the City and secured by the Phase #3 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Phase #3 Assessment Revenue shall be received, collected and deposited into the Phase #3 Assessment Fund subject to the following limitations:
 - i. Calculation of the Phase #3 Assessments and the first Annual Installment for a Parcel shall begin as provided for in the SAP.
 - ii. Until such time as Future Phase #3 Bonds are issued, the Phase #3 Assessments shall accrue interest at the per annum rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of the

- Phase #3 Assessments for a Parcel for the earlier of 30 years or until the Phase #3 Assessments for such Parcel are paid in full.
- iii. The Developer and its assigns shall be reimbursed in a combined aggregate amount not to exceed \$603,317 plus interest from the Phase #3 Assessment Fund and as allowed under this Section 2(a).
- iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) 6.23% for years 1 through 5, and (y) 6.23% thereafter, as shown in the SAP; provided that, in the event Future Phase #3 Bonds are issued, the per annum interest rate on the Reimbursement Amount shall not exceed, and shall be limited to, the per annum interest rate on such bonds. The interest rate has been approved by the City Council and is authorized by the PID Act and was determined based upon the Bond Buyer Index, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was 4.23%. The interest rates of 6.23% and 6.23% contained herein, as shown in the SAP, comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.
- v. If Future Phase #3 Bonds are issued, the City shall bill, collect, and upon receipt, deposit all Phase #3 Assessment Revenue relating to such bonds in the manner set forth in the Indenture(s) authorizing such bonds.
- 3. The amount of the Reimbursement Amount that has not been paid, plus the interest accrued as described in Section 2(a)(iv) above, are collectively, the "Unpaid Balance." The Unpaid Balance is secured by and payable solely from the Phase #3 Assessment Revenue received and collected by the City and deposited into the Phase #3 Assessment Fund or from the net proceeds of the Future Phase #3 Bonds. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date, and such unpaid amount shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable. This Reimbursement 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 Phase #3 Assessment Revenue received, collected and deposited into the Phase #3 Assessment Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of taxes and assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Phase #3 Assessment Revenue and, as a result, is unable to make transfers from the Phase #3

- Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.
- 4. If Future Phase #3 Bonds are issued, the net proceeds of such Future Phase #3 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Phase #3 Improvements that have already been paid by the Developer and then to pay all or any portion of any Phase #3 Improvements Cost, as set forth in the SAP such that no Future Phase #3 Bonds are issued unless the funds necessary to complete the Phase #3 Improvements are deposited with the net proceeds of the Future Phase #3 Bonds on the closing date of the Future Phase #3 Bonds. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Phase #3 Improvements as set forth in the SAP. If costs of completion of the Phase #3 Improvement is less than the amounts set forth in the SAP, the Developer shall not be entitled to such excess amounts.
- 5. 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 written notice to) the City, the Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). The rights of the Developer to assignment are conditioned upon the Transferee agreeing, in writing, to assume the rights, title or interest being assigned and to be bound by the terms and conditions of this Reimbursement Agreement to the extent they apply to the rights, title or interest being assigned. An assignment by the Developer pursuant to this Section shall be effective upon delivery to the City of a copy of the fully executed assignment, which shall include the information required by Section 9 below and unambiguous provisions regarding any apportionment between the Developer and the Transferee of the right to receive payment of the Unpaid Balance or any other payment. The City may rely on any notice of a Transfer or executed assignment received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice, and the Developer's sole remedy shall be to seek the funds directly from the third party. If the City determines in its sole discretion that the executed assignment received from the Developer does not unambiguously provide for the apportionment between the Developer and the Transferee of the right to receive payments of the Unpaid Balance or any other amount, the City will make such payments solely to that Developer until such time as the executed assignment is amended to unambiguously provide for such apportionment and the Transferee or other third party's sole remedy shall be to seek the funds directly from the Developer. No conveyance, transfer, assignment, mortgage, pledge or other

encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. Any assignment by a Transferee of its rights, title or interest under this Reimbursement Agreement shall be subject to the requirements of the Developer under this Section 5.

- 6. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Phase #3 Assessment Fund or the net proceeds of the Future Phase #3 Bonds and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
- 7. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Phase #3 Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
- 8. This Reimbursement 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 to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Johnson County, Texas.
- 9. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: City of Burleson, Texas Attn: City Manager

141 W. Renfro Street Burleson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla, & Elam, LLP

Attn: E. Allen Taylor, Jr., City Attorney

6000 Western Place, Ste. 200

Fort Worth, TX 76107

To the Landowner: PF Farms, LLC

Attn: Ben Panchasarp

4020 N. MacArthur Blvd, Suite 122-278

Irving, TX 75038

With a copy to: Winstead PC

Attn: Ross Martin

2728 N. Harwood Street, Suite 500

Dallas, TX 75201

10. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Phase #3 Assessments contrary to the provisions of the PID Act.

11. Remedies:

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a nonperforming Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30-day period so long as the nonperforming Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time 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 Reimbursement Agreement with respect to

- Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound or is bound as a result of a Transfer to the Transferee.
- b. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
- c. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or nontermination of this Reimbursement Agreement upon a Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement, then to the extent such failure constitutes a Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
- d. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
- e. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
- 12. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Phase #3 Bonds, the Indenture securing the Future Phase #3 Bonds shall control as the provisions relate to the Phase #3 Assessments.
- 13. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement 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 Reimbursement Agreement.

- 14. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
- 15. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
- 16. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
- 17. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
- 18. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Reimbursement Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- 19. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 20. The term of this Reimbursement Agreement is the earlier of (i) thirty (30) years from the collection of the Assessment Revenue, (ii) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of Future Phase #3 Bonds, or (iv) termination

- pursuant to a Default, whichever occurs first. The Developer shall be entitled to reimbursement for costs pursuant to a submitted Certification for Payment if the Developer has submitted a Certification for Payment prior a Default.
- 21. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, such as by reason of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the Party (financial inability excepted).
- 22. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
- 23. The City and the Developer agree that the Developer shall submit one or more Certifications for Payment in substantially the form of **Exhibit A** attached hereto (each a "Certification for Payment") for cost(s) of Phase #3 Improvements in an aggregate amount up to the maximum Unpaid Balance set forth in Section 3 hereof. The amount of each Certification for Payment approved by the City shall be added to the principal amount of the Reimbursement Amount, not to exceed the maximum Unpaid Balance set forth in Section 3 hereof.
 - 24. Upon receipt of a Certification for Payment, substantially in the form of **Exhibit A** hereto (along with all accompanying documentation required by the City) from the Developer, the City engineer or other individual employed by the City to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected (the "City Inspector") shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Phase #3 Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefor and with the terms of this Reimbursement Agreement, and to verify and approve the actual cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"), and shall, upon the conclusion of the review, forward the request to the City Manager of the City, or any other official or

agent of the City later authorized by the City Council to undertake the action referenced herein (the "City Representative"). The City Inspector and/or City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review. Within twenty-one (21) business days of receipt of any Certification for Payment, the City Inspector shall either (i) approve and execute the Certification for Payment and forward the same to City Representative for approval (A) as an additional principal amount of the Reimbursement Amount for payment from those funds available in the Phase #3 Assessment Fund in accordance with this Reimbursement Agreement, or, (B) if Future Phase #3 Bonds have been issued by the City, the City Representative shall forward the Certification for Payment to the Trustee for payment pursuant to the related Indenture, or (ii) in the event the City Inspector disapproves the Certification for Payment, give written notification to the Developer of the City Inspector's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Inspector shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the City Representative for approval in accordance with this Section 24, and any such partial work shall be processed for payment under this Section 24, notwithstanding such partial denial. If the City Inspector fails to act with respect to a Certification for Payment within the time period herein provided, the Developer shall submit the Certification for Payment directly to the City Representative for approval. Within fourteen (14) business days of receipt of any Certification for Payment, the City Representative shall approve or deny the Certification for Payment, and provide notice to the Administrator and Developer. The approval of the Certification for Payment by the City Representative shall constitute a representation by the City Representative of the Developer's compliance therein. If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the City Representative or the Trustee, if applicable, for payment until the dispute is resolved by the City and the Developer. The Developer shall deliver the approved or partially approved Certification for Payment by the City Representative as provided herein, or approved by the City Council, to the City Representative for payment from the Phase #3 Assessment Fund in accordance with this Reimbursement Agreement; provided, however, if Future Phase #3 Bonds have been issued, the City Representative shall provide the Certification for Payment to the Trustee for payment in accordance with the related Indenture.

- 25. The amount of a Certification for Payment approved by the City constituting a portion of the Reimbursement Amount shall accrue interest at the per annum rates set forth in Section 2 hereof from the date of approval by the City Representative of the Certification for Payment.
- 26. Upon the final completion of an Phase #3 Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Phase #3 Improvement, if the actual cost(s) of such Phase #3 Improvement (or its completed segment or phase thereof) is less than the budgeted cost(s) (a "Cost Underrun"), any remaining budgeted cost(s) will be available to pay cost overruns ("Cost Overruns") on any other Phase #3 Improvement (or its completed segment or phase thereof). The City shall promptly confirm to the Administrator 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 Phase #3 Improvements. Any Cost Underrun for any Phase #3 Improvement (or its completed segment or phase thereof) is available to pay Cost Overruns on any other Phase #3 Improvement (or its completed segment or phase thereof), 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.
- 27. 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, will not boycott Israel during the term of this Reimbursement Agreement. 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 27 shall survive termination of this Reimbursement Agreement until the statute of limitations has run.
 - 28. 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. The foregoing representation excludes the Developer and 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. Notwithstanding anything contained herein, the

- representations and covenants contained in this Section 28 shall survive termination of the Reimbursement Agreement until the statute of limitations has run.
- 29. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Reimbursement Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 29 shall survive termination of the Reimbursement Agreement until the statute of limitations has run.
- 30. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,
 - (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - (2) will not discriminate during the term of this Reimbursement Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 30 shall survive termination of the Reimbursement Agreement until the statute of limitations has run.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

CITY OF BURLESON, TEX

Name:

Title: Mayor

ATTEST:

Name: Amanda Campos, TR

Title: City Secretary

[Signature Page for Parks at Panchasarp Farms PID JC-1 Phase #3 Reimbursement Agreement]

DEVELOPER:

PF FARMS, LLC, a Texas limited liability company

[Signature Page for Parks at Panchasarp Farms PID JC-1 Phase #3 Reimbursement Agreement]

Exhibit A

SUBSTANTIAL FORM OF CERTIFICATION FOR PAYMENT

The undersigned is an agent for PF Farms, LLC, a Texas limited liability company (the "Developer") and requests payment from the Phase #3 Assessment Fund (as defined in the Parks at Panchasarp Farms Public Improvement District JC-1 Phase #3 Reimbursement Agreement) from the City of Burleson, Texas (the "City") in the amount of \$_______ for labor, materials, fees, and/or other general costs related to the construction of certain Phase #3 Improvements related to the Parks at Panchasarp Farms Public Improvement District JC-1 (the "Phase #3 Improvements"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Parks at Panchasarp Farms Public Improvement District JC-1 Phase #3 Reimbursement Agreement (the "Phase #3 Reimbursement Agreement") dated June August 19, 2024.

In connection to 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 Phase #3 Improvements have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
- 3. The itemized amounts listed for the Phase #3 Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Phase #3 Improvement, and such costs are in compliance with the Phase #3 Reimbursement Agreement and the Service and Assessment Plan.
- 4. The Developer is in compliance with the terms and provisions of the Phase #3 Reimbursement Agreement and the Service and Assessment Plan.
- 5. All conditions set forth in the Phase #3 Reimbursement Agreement for the payment hereby requested have been satisfied.
- 6. The work with respect to the Phase #3 Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Phase #3 Improvement.
- 7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested should include the following:

Payee / Description of	Total Cost of Phase #3	Budgeted Cost of Phase	Amount to be paid from
Phase #3 Improvement	Improvement	#3 Improvement	the Phase #3 Assessment
			Fund

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects evidencing that any contractor or subcontractor having performed work on an Phase #3 Improvement described above has been paid in full for all work completed through the previous Certification for Payment.

Pursuant to the Phase #3 Reimbursement Agreement, after receiving this payment request, the City Inspector has inspected the Phase #3 Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

PF FARMS, LLC,

	I hereby declare that the	above representations and warranties are true and c	orrect.
Dated:			
	DEVELOPER:		

a Texas limited liability company

By:_____ Name: Ben Panchasarp

Its: Manager

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Phase #3 Reimbursement Agreement, the indenture (if any), the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Phase #3 Improvements.

CITY OF BURLESON, TEXAS

Ву:	
Name:	31
Title:	=
Date:	

PHASE #3 LANDOWNER AGREEMENT

This **PHASE #3 LANDOWNER AGREEMENT** (the "<u>Agreement</u>"), is entered into as of August 19, 2024, between the City of Burleson, Texas (the "<u>City</u>"), a home-rule municipality of the State of Texas (the "<u>State</u>"), and Bloomfield Homes, L.P., a Texas limited partnership (the "<u>Landowner</u>").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Phase #3 Assessed Property described by a metes and bounds description attached as <u>Exhibit I</u> to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in <u>Exhibit I</u> (the "<u>Landowner's Parcel</u>") which is located within Phase #3 of the Parks at Panchasarp Farms Public Improvement District JC-1 (the "<u>District</u>") in the corporate limits of the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the "Assessment Ordinance") for the Phase #3 Improvements and the Parks at Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan (as updated and amended, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Phase #3 Assessed Property in Phase #3 of the District that will be used for the payment of certain infrastructure improvements and to pay the costs of constructing the Phase #3 Improvements that will benefit the Phase #3 Assessed Property; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

<u>Definitions</u>. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

<u>Affirmation of Recitals</u>. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I. AGREEMENTS OF LANDOWNER

- A. <u>Affirmation and Acceptance of Agreements and Findings of Benefit</u>. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:
 - (i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel and the location and development of the Phase #3 Improvements on the Landowner's Parcel and on the property within Phase #3 of the District;
 - (ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and
 - (iii) the Assessment Ordinance and the Service and Assessment Plan.
- B. <u>Acceptance and Approval of Phase #3 Assessments and Lien on Property.</u>
 Landowner consents to, agrees to, acknowledges and accepts the following:
 - (i) each Assessment levied by the City on the Phase #3 Assessed Property within Phase #3 of the District (the "Phase #3 Assessments") as shown on the assessment roll attached as Appendix H to the Service and Assessment Plan (the "Phase #3 Assessment Roll");
 - (ii) the Phase #3 Improvements specially benefit Phase #3 of the District, and the Landowner's Parcel, in an amount at least equal to the Phase #3 Assessment levied on the Phase #3 Assessed Property within Phase #3 of the District, as such Phase #3 Assessment is shown on the Phase #3 Assessment Roll;
 - (iii) each Phase #3 Assessment is final, conclusive and binding upon Landowner and any subsequent owner of a Phase #3 Assessed Property, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Phase #3 Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;
 - (iv) the obligation to pay the Phase #3 Assessment levied on the Phase #3 Assessed Property owned by the Landowner and any subsequent owner of a Phase #3 Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;
 - (v) each Phase #3 Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Phase #3 Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a

personal liability of and charge against the owner of the Phase #3 Assessed Property regardless of whether such owner is named;

- (vi) the Phase #3 Assessment lien on the Phase #3 Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Phase #3 Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;
- (vii) delinquent installments of the Phase #3 Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;
- (viii) the owner of a Phase #3 Assessed Property may pay at any time the entire Phase #3 Assessment, with interest that has accrued on the Phase #3 Assessment, on any parcel in the Landowner's Parcel;
- (ix) the Annual Installments of the Phase #3 Assessments (as defined in the Service and Assessment Plan and Phase #3 Assessment Roll) may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of the Landowner's Parcel shall be obligated to pay their respective revised amounts of the Annual Installments, when due and without the necessity of further action, Phase #3 Assessments or reassessments by the City, the same as though they were expressly set forth herein; and
- (x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).
- C. <u>Mandatory Prepayment of Phase #3 Assessments</u>. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay a Phase #3 Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. <u>Notice of Assessments</u>. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City) in the records of the County Clerk of Johnson County, as a lien and encumbrance against such Phase #3 Assessed Property, and Landowner hereby authorizes the City to so record such documents against the Phase #3 Assessed Property owned by Landowner;

- (ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Phase #3 Assessed Property(s) subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and
- (iii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Phase #3 Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II.**

II. OWNERSHIP AND CONSTRUCTION OF PHASE #3 IMPROVEMENTS

A. Ownership and Transfer of Phase #3 Improvements. Landowner acknowledges that the portion of the Phase #3 Improvements benefiting the Landowner's Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Phase #3 Improvements.

(i) Any subsequent owner of a Phase #3 Assessed Property shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as

appropriate, to construct the Phase #3 Improvements on the Landowner's Parcel within the District, to stage on the Landowner's Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Phase #3 Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Phase #3 Improvements. Any subsequent owner of a Phase #3 Assessed Property may require that each contractor constructing the Phase #3 Improvements cause such owner of a Phase #3 Assessed Property to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of a Phase #3 Assessed Property. The right to use and enjoy any easement and license provided above shall continue until the construction of the Phase #3 Improvements are complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Johnson County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by any agreement with respect to the Phase #3 Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under any law or principles of equity concerning the Phase #3 Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Phase #3 Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

- (i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and have the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.
- (ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.
- (iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or

constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

- (iv) Landowner is, subject to all matters of record in the Johnson County, Texas Real Property Records, the sole owner of the Landowner's Parcel.
- (v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Phase #3 Assessments, or (iii) the construction of the Phase #3 Improvements on those portions of the property within Phase #3 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).
- (vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.
- B. <u>Waiver of Claims Concerning Phase #3 Improvements</u>. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Phase #3 Improvements on the Landowner's Parcel.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: City of Burleson, Texas

Attn: City Manager 141 W. Renfro Street Burleson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla, & Elam, LLP

Attn: E. Allen Taylor, Jr., City Attorney

6000 Western Place, Ste. 200

Fort Worth, TX 76107

To the Landowner: Bloomfield Homes, L.P.

Attn: Don Dykstra

1050 E. Hwy 114, Ste. 210

Southlake, Texas 76092

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Phase #3 Assessment revenues of the City or any part thereof to finance the costs of the Phase #3 Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Johnson County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Johnson County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "<u>Effective Date</u>") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to a Phase #3 Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Phase #3 Assessed Property upon payment in full of the Phase #3 Assessment(s) against such Phase #3 Assessed Property.

- I. <u>Statutory Verifications</u>. The Landowner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
- (i). Not a Sanctioned Company. The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Landowner 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.
- (ii). <u>No Boycott of Israel</u>. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
- (iii). No Discrimination Against Firearm Entities. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code
- (iv). <u>No Boycott of Energy Companies</u>. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[Signature pages to follow]

EXECUTED by the City and Landowner on the Effective Date.

Date: 8-19-2024

CITY OF BURLESON, TEXAS

By:

Chris Detcher Mayo

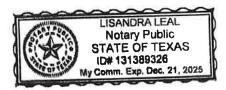
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COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 19th day of August, 2024 by Chris Fletcher, Mayor of the City of Burleson, Texas on behalf of said City.

(SEAL)



Notary Public, State of Texas

Name printed or typed

Commission Expires: 12-21-2025

[Signature Page Landowner Agreement]

LANDOWNER

Date:		
		OOMFIELD HOMES L.P., xas limited partnership
	Ву:	Bloomfield Properties, Inc., a Texas corporation, its General Partner
		le: Donald J. Dykstra :: President
STATE OF TEXAS	& & &	
2024 by Donald J. Dykstra	acknowledge , President of	d before me on the day of, f Bloomfield Properties, Inc., a Texas corporation, as , a Texas limited partnership on behalf of said company.
		Notary Public, State of Texas
	[Signature Pa	ge Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "<u>Declaration</u>") is made as of August 19, 2024 by Bloomfield Homes, L.P., a Texas limited partnership (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Johnson County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").
- B. The City Council of the City of Burleson (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Parks at Panchasarp Farms Public Improvement District JC-1 (the "District") by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as updated and amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (the "Assessments") on property in Phase #3 (as defined in the Service and Assessment Plan) of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Phase #3 of the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declarations, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

- 3. Amendments: This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Johnson County, Texas.
- **4. Third Party Beneficiary:** The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
- 5. Notice to Subsequent Purchasers: Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014 NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BURLESON, TEXAS CONCERNING THE FOLLOWING PROPERTY:

LOT	BLOCK	PROPERTY	ADDDECC
LUI	DLUCK	LUCILLI	ADDICESS

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Burleson, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Parks at Panchasarp Farms Public Improvement District JC-1 (the "District") created under the provisions of Subchapter A, Chapter 372, Texas Local Government Code, as amended.

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

The exact amount of the assessment may be obtained from the City of Burleson, Texas. The exact amount of each annual installment will be approved each year by the City Council of the City of Burleson, Texas in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Burleson, Texas, 141 W Renfro Street, Burleson, Texas 76028.

YOUR FAILURE TO PAY ANY ASSESSMENT OR ANY ANNUAL INSTALLMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE OR IN A LIEN ON AND THE FORECLOSURE OF YOUR PROPERTY.

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

[PURCHASER]	[PURCHASER]
Ву:	Ву:
Name:	Name:

- Date:	Date:
	ecutes this notice pursuant to Texas Property Code Section 5.014(a-1), as e of a binding contract for purchase of the real property at the address
Ву:	
Name:	
Date:	
	
EXECUTED by the undersigned on above written.	the date set forth below to be effective as of the date first
	a a
	BLOOMFIELD HOMES L.P., a Texas limited partnership
	By: Bloomfield Properties, Inc., a Texas corporation, its General Partner
	By: Name: Donald J. Dykstra Title: President
STATE OF TEXAS §	
STATE OF TEXAS § COUNTY OF TARRANT §	
2021 by Donald J. Dykstra, Preside	ledged before me on the day of, ent of Bloomfield Properties, Inc., a Texas corporation, as s L.P., a Texas limited partnership on behalf of said company.
	Notary Public, State of Texas

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Parks at Panchasarp Farms Public Improvement District JC-1 and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

- 1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Phase #3 Assessment Roll for such Phase #3 Assessed Property (or if the Phase #3 Assessment Roll is not available for such Phase #3 Assessed Property, then a schedule showing the maximum 30-year payment for such Phase #3 Assessed Property) as an addendum to any residential homebuyer's contract.
- 2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City's request.
- 3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
- 4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
- 5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

PHASE #3 LANDOWNER AGREEMENT

This **PHASE #3 LANDOWNER AGREEMENT** (the "<u>Agreement</u>"), is entered into as of August 19, 2024, between the City of Burleson, Texas (the "<u>City</u>"), a home-rule municipality of the State of Texas (the "<u>State</u>"), and J Houston Homes Limited Liability Company, a Texas limited liability company (the "<u>Landowner</u>").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Phase #3 Assessed Property described by a metes and bounds description attached as <u>Exhibit I</u> to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in <u>Exhibit I</u> (the "<u>Landowner's Parcel</u>") which is located within Phase #3 of the Parks at Panchasarp Farms Public Improvement District JC-1 (the "<u>District</u>") in the corporate limits of the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the "Assessment Ordinance") for the Phase #3 Improvements and the Parks at Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan (as updated and amended, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Phase #3 Assessed Property in Phase #3 of the District that will be used for the payment of certain infrastructure improvements and to pay the costs of constructing the Phase #3 Improvements that will benefit the Phase #3 Assessed Property; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

<u>Definitions</u>. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

<u>Affirmation of Recitals</u>. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I. AGREEMENTS OF LANDOWNER

- A. <u>Affirmation and Acceptance of Agreements and Findings of Benefit</u>. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:
 - (i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel and the location and development of the Phase #3 Improvements on the Landowner's Parcel and on the property within Phase #3 of the District;
 - (ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and
 - (iii) the Assessment Ordinance and the Service and Assessment Plan.
- B. <u>Acceptance and Approval of Phase #3 Assessments and Lien on Property.</u>
 Landowner consents to, agrees to, acknowledges and accepts the following:
 - (i) each Assessment levied by the City on the Phase #3 Assessed Property within Phase #3 of the District (the "Phase #3 Assessments") as shown on the assessment roll attached as Appendix H to the Service and Assessment Plan (the "Phase #3 Assessment Roll");
 - (ii) the Phase #3 Improvements specially benefit Phase #3 of the District, and the Landowner's Parcel, in an amount at least equal to the Phase #3 Assessment levied on the Phase #3 Assessed Property within Phase #3 of the District, as such Phase #3 Assessment is shown on the Phase #3 Assessment Roll;
 - (iii) each Phase #3 Assessment is final, conclusive and binding upon Landowner and any subsequent owner of a Phase #3 Assessed Property, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Phase #3 Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;
 - (iv) the obligation to pay the Phase #3 Assessment levied on the Phase #3 Assessed Property owned by the Landowner and any subsequent owner of a Phase #3 Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance:
 - (v) each Phase #3 Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Phase #3 Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a

personal liability of and charge against the owner of the Phase #3 Assessed Property regardless of whether such owner is named;

- (vi) the Phase #3 Assessment lien on the Phase #3 Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Phase #3 Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;
- (vii) delinquent installments of the Phase #3 Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;
- (viii) the owner of a Phase #3 Assessed Property may pay at any time the entire Phase #3 Assessment, with interest that has accrued on the Phase #3 Assessment, on any parcel in the Landowner's Parcel;
- (ix) the Annual Installments of the Phase #3 Assessments (as defined in the Service and Assessment Plan and Phase #3 Assessment Roll) may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of the Landowner's Parcel shall be obligated to pay their respective revised amounts of the Annual Installments, when due and without the necessity of further action, Phase #3 Assessments or reassessments by the City, the same as though they were expressly set forth herein; and
- (x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).
- C. <u>Mandatory Prepayment of Phase #3 Assessments</u>. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay a Phase #3 Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City) in the records of the County Clerk of Johnson County, as a lien and encumbrance against such Phase #3 Assessed Property, and Landowner hereby authorizes the City to so record such documents against the Phase #3 Assessed Property owned by Landowner;

- (ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Phase #3 Assessed Property(s) subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and
- (iii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Phase #3 Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II.**

II. OWNERSHIP AND CONSTRUCTION OF PHASE #3 IMPROVEMENTS

A. Ownership and Transfer of Phase #3 Improvements. Landowner acknowledges that the portion of the Phase #3 Improvements benefiting the Landowner's Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Phase #3 Improvements.

(i) Any subsequent owner of a Phase #3 Assessed Property shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as

appropriate, to construct the Phase #3 Improvements on the Landowner's Parcel within the District, to stage on the Landowner's Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Phase #3 Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Phase #3 Improvements. Any subsequent owner of a Phase #3 Assessed Property may require that each contractor constructing the Phase #3 Improvements cause such owner of a Phase #3 Assessed Property to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of a Phase #3 Assessed Property. The right to use and enjoy any easement and license provided above shall continue until the construction of the Phase #3 Improvements are complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Johnson County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by any agreement with respect to the Phase #3 Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under any law or principles of equity concerning the Phase #3 Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Phase #3 Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

- (i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and have the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.
- (ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.
- (iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or

constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

- (iv) Landowner is, subject to all matters of record in the Johnson County, Texas Real Property Records, the sole owner of the Landowner's Parcel.
- (v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Phase #3 Assessments, or (iii) the construction of the Phase #3 Improvements on those portions of the property within Phase #3 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).
- (vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.
- B. <u>Waiver of Claims Concerning Phase #3 Improvements</u>. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Phase #3 Improvements on the Landowner's Parcel.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: City of Burleson, Texas

Attn: City Manager 141 W. Renfro Street Burleson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla, & Elam, LLP

Attn: E. Allen Taylor, Jr., City Attorney

6000 Western Place, Ste. 200

Fort Worth, TX 76107

To the Landowner: J Houston Homes Limited Liability Company

Attn: Suzette Crow 421 Century Way #100

Red Oak, TX 75154

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Phase #3 Assessment revenues of the City or any part thereof to finance the costs of the Phase #3 Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Johnson County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Johnson County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "<u>Effective Date</u>") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to a Phase #3 Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Phase #3 Assessed Property upon payment in full of the Phase #3 Assessment(s) against such Phase #3 Assessed Property.

- I. <u>Statutory Verifications</u>. The Landowner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
- (i). Not a Sanctioned Company. The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Landowner 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.
- (ii). <u>No Boycott of Israel</u>. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
- (iii). No Discrimination Against Firearm Entities. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code
- (iv). <u>No Boycott of Energy Companies</u>. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[Signature pages to follow]

EXECUTED by the City and Landowner on the Effective Date.

Date: 8-19-2024

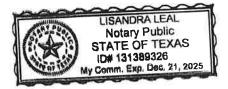
CITY OF BURLESON PEXASTRACTION OF BURLESON PEX

STATE OF TEXAS

COUNTY OF JOHNSON

This instrument was acknowledged before me on the 19th day of Hugust, 2024 by Chris Fletcher, Mayor of the City of Burleson, Texas on behalf of said City.

(SEAL)



Notary Public, State of Texas

Name printed or typed

Commission Expires: 12-21-2025

[Signature Page Landowner Agreement]

LANDOWNER

	Date:	
		USTON HOMES LIMITED LIABILITY COMPANY, as limited liability company
	By:	JHH CENTRAL MANAGEMENT SERVICES, PBC, a Texas public benefit corporation, its Sole Member
		By: Name: Suzette Crow Its: Vice President
STATE OF TEXAS		§ § §
This instrume 2024 by Suzette Crov Texas public benefit	nt was v, Vice corpora	acknowledged before me on the day of, President of JHH CENTRAL MANAGEMENT SERVICES, PBC, a tion, Sole Member of J HOUSTON HOMES LIMITED LIABILITY I liability company, on behalf of said entity.
		Notary Public, State of Texas

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "<u>Declaration</u>") is made as of August 19, 2024 by J Houston Homes Limited Liability Company, a Texas limited liability company (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Johnson County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").
- B. The City Council of the City of Burleson (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Parks at Panchasarp Farms Public Improvement District JC-1 (the "District") by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as updated and amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (the "Assessments") on property in Phase #3 (as defined in the Service and Assessment Plan) of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment

Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Phase #3 of the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declarations, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

- 3. Amendments: This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Johnson County, Texas.
- **4. Third Party Beneficiary:** The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
- 5. Notice to Subsequent Purchasers: Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014 NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BURLESON, TEXAS CONCERNING THE FOLLOWING PROPERTY:

LOT	BLOCK	PROPERTY ADDRESS

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Burleson, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Parks at Panchasarp Farms Public Improvement District JC-1 (the "District") created under the provisions of Subchapter A, Chapter 372, Texas Local Government Code, as amended.

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

The exact amount of the assessment may be obtained from the City of Burleson, Texas. The exact amount of each annual installment will be approved each year by the City Council of the City of Burleson, Texas in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Burleson, Texas, 141 W Renfro Street, Burleson, Texas 76028.

YOUR FAILURE TO PAY ANY ASSESSMENT OR ANY ANNUAL INSTALLMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE OR IN A LIEN ON AND THE FORECLOSURE OF YOUR PROPERTY.

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

[PURCHASER]	[PURCHASER]
Ву:	By:
Name:	Name:

Date:	Date:
amended, before the described above. [SELLER]	ned seller executes this notice pursuant to Texas Property Code Section 5.014(a-1), as effective date of a binding contract for purchase of the real property at the address
Name:	
EXECUTED by the undeabove written.	ersigned on the date set forth below to be effective as of the date first
	IOUSTON HOMES LIMITED LIABILITY COMPANY, exas limited liability company
Ву:	JHH CENTRAL MANAGEMENT SERVICES, PBC, a Texas public benefit corporation, its Sole Member By: Name: Suzette Crow Its: Vice President
STATE OF TEXAS	§
COUNTY OF ELLIS	§ §
2024 by Suzette Crow, Vi Texas public benefit corpo	as acknowledged before me on the day of, ce President of JHH CENTRAL MANAGEMENT SERVICES, PBC, a pration, Sole Member of J HOUSTON HOMES LIMITED LIABILITY ted liability company, on behalf of said entity.
	Notary Public, State of Texas

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Parks at Panchasarp Farms Public Improvement District JC-1 and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

- 1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Phase #3 Assessment Roll for such Phase #3 Assessed Property (or if the Phase #3 Assessment Roll is not available for such Phase #3 Assessed Property, then a schedule showing the maximum 30-year payment for such Phase #3 Assessed Property) as an addendum to any residential homebuyer's contract.
- 2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City's request.
- 3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
- 4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
- 5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

PHASE #3 LANDOWNER AGREEMENT

This PHASE #3 LANDOWNER AGREEMENT (the "Agreement"), is entered into as of August 19, 2024, between the City of Burleson, Texas (the "City"), a home-rule municipality of the State of Texas (the "State"), and JC Panchasarp, LP, a Texas limited partnership (the "Landowner").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Phase #3 Assessed Property described by a metes and bounds description attached as <u>Exhibit I</u> to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in <u>Exhibit I</u> (the "<u>Landowner's Parcel</u>") which is located within Phase #3 of the Parks at Panchasarp Farms Public Improvement District JC-1 (the "<u>District</u>") in the corporate limits of the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the "Assessment Ordinance") for the Phase #3 Improvements and the Parks at Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan (as updated and amended, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Phase #3 Assessed Property in Phase #3 of the District that will be used for the payment of certain infrastructure improvements and to pay the costs of constructing the Phase #3 Improvements that will benefit the Phase #3 Assessed Property; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

<u>Definitions</u>. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

<u>Affirmation of Recitals</u>. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I. AGREEMENTS OF LANDOWNER

- A. <u>Affirmation and Acceptance of Agreements and Findings of Benefit</u>. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:
 - (i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel and the location and development of the Phase #3 Improvements on the Landowner's Parcel and on the property within Phase #3 of the District;
 - (ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and
 - (iii) the Assessment Ordinance and the Service and Assessment Plan.
- B. <u>Acceptance and Approval of Phase #3 Assessments and Lien on Property.</u>
 Landowner consents to, agrees to, acknowledges and accepts the following:
 - (i) each Assessment levied by the City on the Phase #3 Assessed Property within Phase #3 of the District (the "Phase #3 Assessments") as shown on the assessment roll attached as Appendix H to the Service and Assessment Plan (the "Phase #3 Assessment Roll");
 - (ii) the Phase #3 Improvements specially benefit Phase #3 of the District, and the Landowner's Parcel, in an amount at least equal to the Phase #3 Assessment levied on the Phase #3 Assessed Property within Phase #3 of the District, as such Phase #3 Assessment is shown on the Phase #3 Assessment Roll;
 - (iii) each Phase #3 Assessment is final, conclusive and binding upon Landowner and any subsequent owner of a Phase #3 Assessed Property, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Phase #3 Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan:
 - (iv) the obligation to pay the Phase #3 Assessment levied on the Phase #3 Assessed Property owned by the Landowner and any subsequent owner of a Phase #3 Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;
 - (v) each Phase #3 Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Phase #3 Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a

personal liability of and charge against the owner of the Phase #3 Assessed Property regardless of whether such owner is named;

- (vi) the Phase #3 Assessment lien on the Phase #3 Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Phase #3 Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;
- (vii) delinquent installments of the Phase #3 Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;
- (viii) the owner of a Phase #3 Assessed Property may pay at any time the entire Phase #3 Assessment, with interest that has accrued on the Phase #3 Assessment, on any parcel in the Landowner's Parcel;
- (ix) the Annual Installments of the Phase #3 Assessments (as defined in the Service and Assessment Plan and Phase #3 Assessment Roll) may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of the Landowner's Parcel shall be obligated to pay their respective revised amounts of the Annual Installments, when due and without the necessity of further action, Phase #3 Assessments or reassessments by the City, the same as though they were expressly set forth herein; and
- (x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).
- C. <u>Mandatory Prepayment of Phase #3 Assessments</u>. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay a Phase #3 Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City) in the records of the County Clerk of Johnson County, as a lien and encumbrance against such Phase #3 Assessed Property, and Landowner hereby authorizes the City to so record such documents against the Phase #3 Assessed Property owned by Landowner;

- (ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Phase #3 Assessed Property(s) subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and
- (iii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Phase #3 Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II. OWNERSHIP AND CONSTRUCTION OF PHASE #3 IMPROVEMENTS

A. Ownership and Transfer of Phase #3 Improvements. Landowner acknowledges that the portion of the Phase #3 Improvements benefiting the Landowner's Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Phase #3 Improvements.

(i) Any subsequent owner of a Phase #3 Assessed Property shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as

appropriate, to construct the Phase #3 Improvements on the Landowner's Parcel within the District, to stage on the Landowner's Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Phase #3 Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Phase #3 Improvements. Any subsequent owner of a Phase #3 Assessed Property may require that each contractor constructing the Phase #3 Improvements cause such owner of a Phase #3 Assessed Property to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of a Phase #3 Assessed Property. The right to use and enjoy any easement and license provided above shall continue until the construction of the Phase #3 Improvements are complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Johnson County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by any agreement with respect to the Phase #3 Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under any law or principles of equity concerning the Phase #3 Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Phase #3 Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

- (i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and have the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.
- (ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.
- (iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or

constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

- (iv) Landowner is, subject to all matters of record in the Johnson County, Texas Real Property Records, the sole owner of the Landowner's Parcel.
- (v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Phase #3 Assessments, or (iii) the construction of the Phase #3 Improvements on those portions of the property within Phase #3 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).
- (vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.
- B. <u>Waiver of Claims Concerning Phase #3 Improvements</u>. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Phase #3 Improvements on the Landowner's Parcel.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: City of Burleson, Texas

Attn: City Manager 141 W. Renfro Street Burleson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla, & Elam, LLP

Attn: E. Allen Taylor, Jr., City Attorney

6000 Western Place, Ste. 200

Fort Worth, TX 76107

To the Landowner: JC Panchasarp, LP

Attn: Ben Panchasarp

4020 N. MacArthur Blvd, Suite 122-278

Irving, TX 75038

With a copy to: Winstead PC

Attn: Ross Martin

2728 N. Harwood Street, Suite 500

Dallas, TX 75201

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Phase #3 Assessment revenues of the City or any part thereof to finance the costs of the Phase #3 Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Johnson County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Johnson County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "<u>Effective Date</u>") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to a Phase #3 Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Phase #3 Assessed Property upon payment in full of the Phase #3 Assessment(s) against such Phase #3 Assessed Property.

- I. <u>Statutory Verifications</u>. The Landowner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
- (i). Not a Sanctioned Company. The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Landowner 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.
- (ii). <u>No Boycott of Israel</u>. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
- (iii). No Discrimination Against Firearm Entities. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code
- (iv). No Boycott of Energy Companies. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[Signature pages to follow]

EXECUTED by the City and Landowner on the Effective Date.

Date: 8-19-2024

CITY OF BURLESON

By:

Chris Fletcher Mayo

STATE OF TEXAS

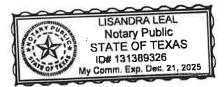
8

COUNTY OF JOHNSON

§

This instrument was acknowledged before me on the 19th day of Hugust 2024 by Chris Fletcher, Mayor of the City of Burleson, Texas on behalf of said City.

(SEAL)



Notary Public, State of Texas

Name printed or typed

Commission Expires: 12-21-2025

[Signature Page Landowner Agreement]

LANDOWNER

Date	•
	PANCHASARP, LP, xas limited partnership
Ву:	PF Development, LLC, a Texas limited liability company, its General Partner
	By: Name: Ben Panchasarp Its: Manager
STATE OF TEXAS COUNTY OF DALLAS	§ § §
2024 by Ben Panchasarp, I	As acknowledged before me on the day of, Manager of PF Development, LLC, a Texas limited liability company, Chasarp, LP, a Texas limited partnership, on behalf of said entity.
	Notary Public, State of Texas
	[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "<u>Declaration</u>") is made as of August 19, 2024 by JC Panchasarp, LP, a Texas limited partnership (the "<u>Landowner</u>").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Johnson County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").
- B. The City Council of the City of Burleson (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Parks at Panchasarp Farms Public Improvement District JC-1 (the "District") by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as updated and amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (the "Assessments") on property in Phase #3 (as defined in the Service and Assessment Plan) of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Phase #3 of the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declarations, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

- **3. Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Johnson County, Texas.
- **4. Third Party Beneficiary:** The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
- 5. Notice to Subsequent Purchasers: Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014 NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BURLESON, TEXAS CONCERNING THE FOLLOWING PROPERTY:

LOT	DI OCIZ	DDODEDTY ADDDES
LOT	BLOCK	PROPERTY ADDRESS

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Burleson, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Parks at Panchasarp Farms Public Improvement District JC-1 (the "District") created under the provisions of Subchapter A, Chapter 372, Texas Local Government Code, as amended.

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

The exact amount of the assessment may be obtained from the City of Burleson, Texas. The exact amount of each annual installment will be approved each year by the City Council of the City of Burleson, Texas in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Burleson, Texas, 141 W Renfro Street, Burleson, Texas 76028.

YOUR FAILURE TO PAY ANY ASSESSMENT OR ANY ANNUAL INSTALLMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE OR IN A LIEN ON AND THE FORECLOSURE OF YOUR PROPERTY.

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

[PURCHASER]	[PURCHASER]
By:	Ву:
Name:	Name:

Date:	Date:				
	The undersigned seller executes this notice pursuant to Texas Property Code Section 5.014(a-1), as amended, before the effective date of a binding contract for purchase of the real property at the address described above.				
[SELLER]					
Ву:					
Name:					
Date:					
EXECUTED by the undersi above written.	gned on the date set forth below to be effective as of the date first				
JC PANCHASARP, LP, a Texas limited partnership					
By:	PF Development, LLC, a Texas limited liability company, its General Partner				
	By: Name: Ben Panchasarp Its: Manager				
STATE OF TEXAS	§ §				
COUNTY OF DALLAS	§				
2024 by Ben Panchasarp, M	acknowledged before me on the day of, anager of PF Development, LLC, a Texas limited liability company, asarp, LP, a Texas limited partnership, on behalf of said entity.				
	Notary Public State of Texas				

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Parks at Panchasarp Farms Public Improvement District JC-1 and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

- 1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Phase #3 Assessment Roll for such Phase #3 Assessed Property (or if the Phase #3 Assessment Roll is not available for such Phase #3 Assessed Property, then a schedule showing the maximum 30-year payment for such Phase #3 Assessed Property) as an addendum to any residential homebuyer's contract.
- 2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City's request.
- 3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
- 4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
- 5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.



Johnson County Clerk

April Long 2 N. Main S, Room 131 Cleburne, TX 76033

Main: (817)556-6310 Fax: (555)555-5555

Receipt: 20240826000092 **Date:** 08/26/2024 **Time:** 11:33AM

By: Amanda T Station: ccl83

Status: ORIGINAL COPY

<u>Seq</u>	<u>Item</u>	Document Description	<u>Number</u>	Number Of	Amount	Serial Number	GF Number
1	Real Property Recordings	Orc	24315	198	\$809.00		
2	Credit Card Fee			1	\$40.45		
			Order Tota	al (2)	\$849.45		
Seq	Payment Method	Transaction Id	Comme	<u>ent</u>		<u>Total</u>	
1	Credit Card	019080				\$849.45	
			Total Payments (1) \$849.45				
			C	Change Due		\$0.00	

CITY OF BURLESON 141 W RENFRO BURLESON, TX 76028