

# Riverwood Ranch North Public Improvement District

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PRELIMINARY SERVICE AND ASSESSMENT PLAN

MARCH 26, 2024



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

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## INTRODUCTION

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

On October 24, 2023, the City passed and approved Resolution No. 20231024-010 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 35.608 acres located within the City, as described by the legal description on **Exhibit J** and depicted on **Exhibit A**.

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

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

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained in **Exhibit G-1**.

## SECTION I: DEFINITIONS

**“Actual Costs”** mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner[s], (either directly or through affiliates), including : (1) the costs for the design, planning, administration/management, acquisition, installation, construction and/or implementation and dedication of such Authorized Improvements; (2) the fees paid for obtaining permits, zoning, licenses, plan approvals, inspections or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, legal, consulting, and other governmental fees, construction security, insurance premiums, directly related to the construction of the Authorized Improvements, and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Owner[s].

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

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

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

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds, if issued; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, if issued, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, if issued, including their respective

legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

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

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

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

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

**“Assessment Roll”** means any assessment roll for the Assessed Property, including the Assessment Roll attached as **Exhibit G-1**, 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 levy of an Assessment, the issuance of PID Bonds, if issued, or in any Annual Service Plan Updates.

**“Authorized Improvements”** means the improvements authorized by Section 372.003 of the PID Act, as described in **Section III**, as further depicted on **Exhibit H**.

**“Authorized Projects”** means the Authorized Improvements, Bond Issuance Costs, District Formation Expenses and First Year Annual Collection Costs.

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

**“Captured Appraised Value”** means the total taxable value of the property located within the boundary of the TIRZ for a given year less the total taxable value of the property located within the boundary of the TIRZ for the year set forth in the TIRZ NO. 2 Ordinance.

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

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

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

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

**“District”** means the Riverwood Ranch North Public Improvement District containing approximately 35.608 acres located within the City, as generally depicted on **Exhibit A**, and described on **Exhibit J**.

**“District Formation Expenses”** means the costs associated with forming the District, including but not limited to, attorney fees, consultant fees, and any other cost or expense directly associated with the establishment of the District.

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

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

**“First Year Annual Collection Costs”** means the Annual Collection Costs associated with the first year of the District.

**“Initial Parcel”** means all of Assessed Property against which the entire Assessment is levied, as more specifically described in **Exhibit J**.

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

**“Landowner Consent”** means the Consent executed by the Owner relating to the Assessed Property owned by the Owner in the District.

**“Lot”** means (1) for any portion of the District for which a final subdivision plat has been recorded in the Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

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

**“Lot Type 1”** means a Lot marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 1 is attached as **Appendix B**.

**“Lot Type 2”** means a Lot marketed to homebuilders as a 60’ Lot. The buyer disclosure for Lot Type 2 is attached as **Appendix B**.

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

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

**“Notice of PID Assessment Lien Termination”** means a document that shall be recorded in the Official Public Records of the County evidencing the termination of a lien, a form of which is attached as **Exhibit I**.

**“Owner”** means Riverwood Ranch, LLC and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

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

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

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

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

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

**“Reimbursement Agreement”** means that certain “Riverwood North Public Improvement District Reimbursement Agreement”, effective February 13, 2024 by and between the City and the Owner.

**“Service and Assessment Plan”** means this Riverwood Ranch North Public Improvement District Service and Assessment Plan, as updated, amended, or supplemented from time to time.

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

**“TIRZ No. 2”** means City of Angleton Tax Increment Reinvestment Zone No. 2.

**“TIRZ Administrative Costs”** means those reasonable costs paid or incurred by or on behalf of the City to create and/or administer the TIRZ.

**“TIRZ No. 2 Agreement”** means the Facilities and Creation Costs Reimbursement Agreement, effective as of July 14, 2020, as amended.

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

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

**“TIRZ No. 2 Maximum Annual Credit Amount”** means for each Lot Type, the amount of TIRZ No. 2 Revenues that resulted in an equivalent tax rate of \$1.50 per \$100 of assessed value for such Lot Type taking into consideration the City tax rate and the equivalent tax rate of the District Annual Installment, taking into consideration the 2023 tax rates and assumed Estimated Buildout Value at the time the City Council approved the 2024 Assessment Ordinance levying the District Assessment, as further described in **Section V.F** and shown on **Exhibit F**.



**“TIRZ No. 2 Ordinance”** means Ordinance No. 2022-11-14 (7A) adopted by the City Council approving the TIRZ No. 2 Project Plan and authorizing the use of TIRZ No. 2 Revenues for project costs under the Chapter 311, Texas Tax Code as amended, and related to certain public improvements as provided for in the TIRZ No. 2 Project Plan.

**“TIRZ No. 2 Project Plan”** means the City of Angleton Tax Increment Reinvestment Zone No. 2 Final Project and Financing Plan, prepared and adopted by the Board of Directors of the TIRZ and approved by the City (including any amendments or supplements thereto).

**“TIRZ No. 2 Revenues”** mean, for each year, the amounts which are deposited in the TIRZ No. 2 Fund pursuant to the TIRZ No. 2 Ordinance, TIRZ No. 2 Project Plan, and the Facilities and Creation Costs Reimbursement Agreement.

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

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## SECTION II: THE DISTRICT

The District includes approximately 35.608 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit J**, and depicted on **Exhibit A**. Development of the District is anticipated to include approximately 144 Lots developed into single-family homes and townhomes.

## SECTION III: AUTHORIZED IMPROVEMENTS

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

### A. Authorized Improvements

#### ▪ *Streets - Paving*

Improvements including mobilization, subgrade stabilization, road base, asphalt, concrete and reinforcing steel for roadways, testing, sidewalks, handicapped ramps, and streetlights. All related demolition, tree removal, clearing and grubbing, earthwork, excavation, retaining walls, intersections, signage and striping, and re-vegetation of all disturbed areas within the right-of-way are included. Improvements including erosion control measures (e.g., erosion matting, rock berms, silt fence, inlet protection), construction entrance, SWPPP sign and inspections, and re-vegetation of all disturbed areas within the District are included. The erosion control improvements will provide benefit to all Lots within the District. The street improvements will provide benefit to each Lot within the District.

#### ▪ *Clearing & Grubbing*

Improvements including clearing and grubbing, excavation, and embankment for the limits of the District.

#### ▪ *Drainage – Storm Water*

Includes earthen channels, swales, curb and drop inlets, storm sewer piping and boxes, headwalls, manholes, concrete flumes, rock rip rap, detention ponds, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all lots within the District.

- *Potable Water*

Improvements including trench excavation and embedment, trench safety, piping, encasement, service connections, hydrants, service for park, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to all Lots within the District.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, piping, encasing, boring, manholes, lift station, force main, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within the District.

- *Landscaping, Parks and Amenities*

The District includes landscaped areas and grass covered areas within the subdivision. These improvements include erosion control measures, earthwork, site improvements, planting, and vegetation. The landscaping, parks and amenities improvements will provide benefit to all lots within the District.

- *Drainage - Detention*

Improvements including clearing, pond excavation and embankment, soil testing, channels, rock riprap walls, construction of outfall structures, erosion controls, revegetation and utility improvements are also included.

- *Contingency*

Estimated potential cost fluctuations for construction costs.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements to include land planning and design, City fees, inspection fees, engineering, construction management material testing, and survey.

## **B. Bond Issuance Costs**

- *Debt Service Reserve Fund*

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

- *Capitalized Interest*

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

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

- *Underwriter's Counsel Fees*

Equals a percentage of the par amount of a particular series of PID Bonds reserved for the underwriter's attorney fees.

- *Cost of Issuance*

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

**C. Other Costs**

- *District Formation Expenses*

Costs associated with forming the District, including but not limited to 1<sup>st</sup> year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

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## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**.

**Exhibit D** summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to show any budget revisions and the amount required to fund the required reserves and issue any PID Bonds at the time the PID Bonds are issued.

## SECTION V: ASSESSMENT PLAN

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

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

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

## **A. Assessment Methodology**

Acting in its legislative capacity and based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Authorized Projects shall be allocated entirely to the Initial Parcel. Upon subdivision of an Assessed Property, the Actual Costs of the Authorized Projects, Bond Issuance Costs relating to the PID Bonds, if issued, District Formation Expenses, and First Year Annual Collection Costs, shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

The costs of the Authorized Projects shall be allocated to each Parcel within the District based on the ratio of the Estimated Buildout Value of each Parcel designated as Assessed Property to the total Estimated Buildout Value of the District. Currently, the Initial Parcel is the only Parcel within the District, and as such, the Initial Parcel is allocated 100% of the costs of the Authorized Projects.

Assessments will be levied on the Initial Parcel in the amount shown on the Assessment Roll, attached hereto as **Exhibit G-1**. The projected Annual Installments are shown on **Exhibit G-2**. Upon division or subdivision of the Initial Parcel, the Assessments will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1 or Lot Type 2, respectively, exceed the corresponding Maximum Assessment for each Lot Type classification.

## **B. Findings of Special Benefit**

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

- The costs of the Authorized Projects equal \$5,730,454 as shown on **Exhibit B**;
- The Assessed Property receives special benefit from the Authorized Projects equal to or greater than the Actual Cost of the Authorized Projects;
- The Initial Parcel will be allocated 100% of the Assessment levied for the Authorized Projects, which equals \$5,139,000 as shown on the Assessment Roll attached hereto as **Exhibit G-1**;
- The special benefit (\$5,730,454) received by the Initial Parcel from the Authorized Projects is equal to or greater than the amount of the Assessment (\$5,139,000) levied on the Initial Parcel for the Authorized Projects; and

- At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Initial Parcel. The Owner acknowledged that the Authorized Projects confer a special benefit on the Initial Parcel and consented to the imposition of the Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Assessment on the Initial Parcel.

### **C. Annual Collection Costs**

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

### **D. Additional Interest**

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

The interest on the Assessment securing the Reimbursement Obligation shall be set at a rate of 6.00% pursuant to the PID Act. The PID Act requires the rate set on unpaid amounts due under a Reimbursement Agreement may not exceed five percent above the highest average index rate for tax-exempt bonds for a period of not more than five years and may not exceed two percent above the same index rate for the following two-year period. The index rate utilized to set the rate on the Reimbursement Obligation is the S&P Municipal Bond High Yield Index, which rate is 5.72% as of January 31, 2023. The rate set by this Service and Assessment Plan of 6.00% for the seven-year period is less than 2% above the S&P Municipal Bond High Yield Index. Once PID Bonds are issued, the interest rate on the Assessments will equal the interest rate on the bonds plus additional interest. The Annual Installment pursuant to the Reimbursement Agreement will not include Additional Interest unless and until PID Bonds secured by the Assessment are issued.

### **E. TIRZ No. 2 Annual Credit Amount**

The City Council, in accordance with the TIRZ No. 2 Agreement, has agreed to use a portion of TIRZ No. 2 Revenues generated from each Assessed Property to offset a portion of the principal and interest of such property's Assessment.

1. The principal and interest portion of the Annual Installment for an Assessed Property shall receive a TIRZ No. 2 Annual Credit Amount equal to the TIRZ No. 2 Revenue generated by the Assessed Property for the previous Tax Year (e.g. TIRZ No. 2 Revenue collected from the Assessed Property for Tax Year 2024 shall be applied as the TIRZ No. 2 Annual Credit Amount applicable to the Assessed Property’s Annual Installment to be collected in Tax Year 2025), but in no event shall the TIRZ No. 2 Annual Credit Amount exceed the TIRZ No. 2 Maximum Annual Credit Amount shown in **Section V.F.2** as calculated on **Exhibit F** for each Assessed Property.
2. The TIRZ No. 2 Maximum Annual Credit Amount available to reduce the principal and interest portion of the Annual Installment for an Assessed Property is calculated for each Lot Type, as shown on **Exhibit E**. The TIRZ No. 2 Maximum Annual Credit Amount is calculated so that the average Annual Installment for each Lot Type minus the TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate (\$1.50 per \$100 of assessed value) taking into consideration the 2023 tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Annual Installments based on assumed buildout values at the time Assessment Ordinance is approved. The resulting TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type is shown below:

1.	Lot Type 1:	\$402.00
2.	Lot Type 2:	\$424.00

3. After the TIRZ No. 2 Annual Credit Amount is applied to provide a credit towards the principal and interest portion of the Annual Installment for the Assessed Property, any excess TIRZ No. 2 Revenues available from the Riverwood Ranch North PID Account of the TIRZ No. 2 Fund shall be transferred to the City.

**SECTION VI: TERMS OF THE ASSESSMENTS**

Any reallocation of Assessments as described in this **Section VI** shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

**A. Reallocation of Assessments**

*A. Upon Division Prior to Recording of Subdivision Plat*

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



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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1 and Lot Type 2, within the District, are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

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

***B. Upon Subdivision by a Recorded Subdivision Plat***

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

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

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1 and Lot Type 2 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

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

### *C. Upon Consolidation*

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

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

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following

payment of the foregoing costs in full, the City shall provide the owner with a recordable “Notice of Assessment Termination,” a form of which is attached hereto as **Exhibit I**.

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

Prior to the City approving a final subdivision plat, the Administrator will verify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to such Lot Type shall be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City or cause to be paid to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City’s approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment for such Lot.

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

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment, and the TIRZ No. 2 Annual Credit Amount, applicable only to Lots within the District, on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds as directed by the City pursuant to the terms of such Indenture, and the TIRZ No. 2 Annual Credit Amount will be reduced by the same proportion as the Assessments. Such excess PID Bond proceeds shall be used as set forth in such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

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

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

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

Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

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

If an Assessment on an Assessed Property is prepaid in part: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

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

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-2** shows the estimated Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District the Annual Installment will be allocated to each Property ID within the District based on the Brazoria Central Appraisal District acreage for billing purposes only.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property, as shown by the Brazoria Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest,

interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

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

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

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

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (**the "Remaining Property"**) following the

reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

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

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

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

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

## **SECTION VII: ASSESSMENT ROLL**

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

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Calculation Errors**

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such a written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### **B. Amendments**

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

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

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

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

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in the real property records of the County in its entirety.

#### **E. Severability**

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



## EXHIBITS

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

<b>Exhibit A</b>	District Boundary Map
<b>Exhibit B</b>	Project Costs
<b>Exhibit C</b>	Service Plan
<b>Exhibit D</b>	Sources and Uses of Funds
<b>Exhibit E</b>	Maximum Assessment
<b>Exhibit F</b>	TIRZ No. 2 Maximum Annual Credit Amount
<b>Exhibit G-1</b>	Assessment Roll
<b>Exhibit G-2</b>	Annual Installments
<b>Exhibit H</b>	Maps of Authorized Improvements
<b>Exhibit I</b>	Form of Notice of PID Assessment Lien Termination
<b>Exhibit J</b>	District Boundary Description

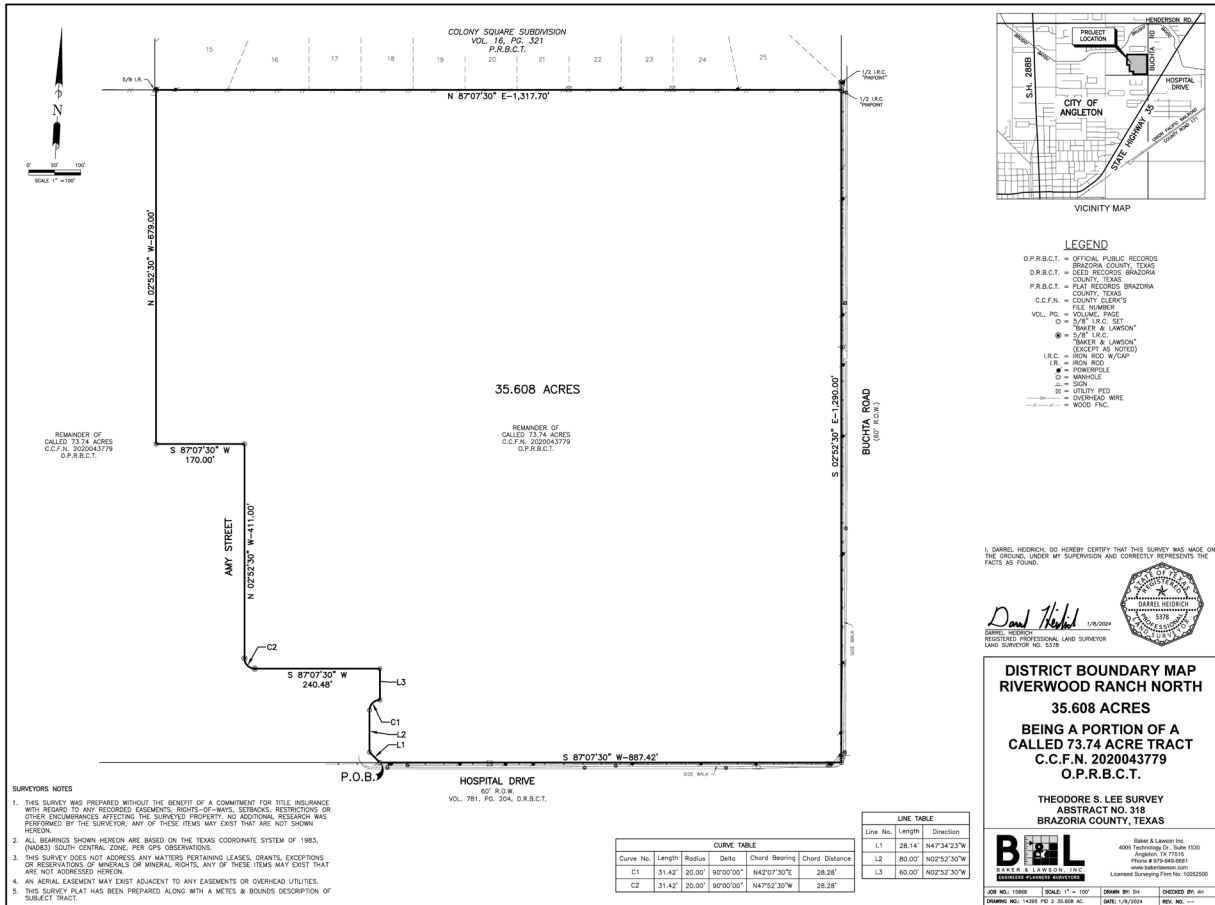
## APPENDICES

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

**Appendix A** Engineer's Report

**Appendix B** Buyer Disclosures

# EXHIBIT A – DISTRICT BOUNDARY MAP



## EXHIBIT B – PROJECT COSTS

	Total Costs <sup>1</sup>	Authorized Improvements	
		%	Costs
<i>Authorized Improvements</i>			
Streets - Paving	\$ 1,536,146	100.00%	1,536,146
Clearing & Grubbing	200,000	100.00%	200,000
Drainage - Storm Water	325,050	100.00%	325,050
Potable Water	307,830	100.00%	307,830
Wastewater	438,650	100.00%	438,650
Landscaping, Parks and Amenities	127,230	100.00%	127,230
Drainage - Detention	391,251	100.00%	391,251
Contingency	815,822	100.00%	815,822
Soft Costs <sup>2</sup>	643,468	100.00%	643,468
	\$ 4,785,448		\$ 4,785,448
<i>Bond Issuance Costs<sup>3</sup></i>			
Debt Service Reserve Fund	\$ 382,496		\$ 382,496
Capitalized Interest	-		-
Underwriter Discount	154,170		154,170
Cost of Issuance	308,340		308,340
	\$ 845,006		\$ 845,006
<i>District Formation Expenses</i>			
District Formation Expenses	\$ 50,000		\$ 50,000
	\$ 50,000		\$ 50,000
<i>Other Costs</i>			
Deposit to Administrative Fund	\$ 50,000		\$ 50,000
	\$ 50,000		\$ 50,000
<b>Total</b>	<b>\$ 5,730,454</b>		<b>\$ 5,730,454</b>

**Footnotes:**

[1] Costs were determined by the Engineer's Report attached hereto as **Appendix A**.

[2] Soft Costs include Land Planning, Design, City Fees, Inspection Fees, Engineering, Material Testing and Survey.

[3] PID bond are not being issued at this time. Bond Issuance Costs are illustrated as estimates and subject to change if PID Bonds are issued.

## EXHIBIT C – SERVICE PLAN

		District				
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 75,000	\$ 77,000	\$ 81,000	\$ 85,000	\$ 90,000
Interest <sup>1</sup>		307,496	303,840	299,220	294,360	289,260
Additional Interest <sup>2</sup>		-	-	-	-	-
	(1)	\$ 382,496	\$ 380,840	\$ 380,220	\$ 379,360	\$ 379,260
Annual Collection Costs	(2)	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
<b>Total Annual Installments</b>	<b>(3) = (1) + (2)</b>	<b>\$ 432,496</b>	<b>\$ 431,840</b>	<b>\$ 432,240</b>	<b>\$ 432,420</b>	<b>\$ 433,382</b>

**Footnotes:**

[1] Interest is levied at a rate of 6% pursuant to the PID Act and once PID Bonds are issued, shall adjust to the interest rate on the PID Bonds plus Additional Interest.

[2] PID Bonds are not being issued at this time. The levy is pursuant to the Facilities and Creation Costs Reimbursement Agreement and Additional Interest will be collected if PID Bonds are issued.

## EXHIBIT D – SOURCES AND USES OF FUNDS

	District
<b>Sources of Funds</b>	
Reimbursement Obligation	\$ 5,139,000
Owner Contribution <sup>1</sup>	591,454
<b>Total Sources of Funds</b>	<b>\$ 5,730,454</b>
<b>Uses of Funds</b>	
Authorized Improvements	\$ 4,785,448
	\$ 4,785,448
<i>Bond Issuance Costs<sup>2</sup></i>	
Debt Service Reserve Fund	\$ 382,496
Capitalized Interest	-
Underwriter Discount	154,170
Cost of Issuance	308,340
	\$ 845,006
<i>District Formation Expenses</i>	
District Formation Expenses	\$ 50,000
	\$ 50,000
<i>Other Costs</i>	
Deposit to Administrative Fund	50,000
	\$ 50,000
<b>Total Uses of Funds</b>	<b>\$ 5,730,454</b>

**Footnotes:**

[1] Non-reimbursable to the Owner/Developer through PID Bonds or Assessments.

[2] PID Bonds are not being issued at this time, thus Bond Issuance Costs are estimates of potential future costs and are subject to change if PID Bonds are issued.

## EXHIBIT E – MAXIMUM ASSESSMENT

Lot Type	Units <sup>1</sup>	Finished Lot Value		Estimated Buildout Value <sup>2</sup>		Assessment		Total Maximum Assessment	
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total
1	80	60,000	\$ 4,800,000	\$ 285,000	\$ 22,800,000	\$ 34,872	\$ 2,789,743	\$ 34,872	\$ 2,789,743
2	64	65,000	\$ 4,160,000	\$ 300,000	\$ 19,200,000	\$ 36,707	\$ 2,349,257	\$ 36,707	\$ 2,349,257
<b>Total/Weighted Average</b>	<b>144</b>		<b>8,960,000</b>		<b>42,000,000</b>		<b>\$ 5,139,000</b>		<b>\$ 5,139,000</b>

**Footnotes:**

[1] Per Developer on January 10, 2024.

[2] Per the Preliminary Appraisal dated July 26, 2023.

**EXHIBIT F – TIRZ NO. 2 MAXIMUM ANNUAL CREDIT AMOUNT**

Lot Type	Units	TIRZ No. 2 Maximum Annual Credit Amount	
		Amount	Per Unit
Lot Type 1	80	\$ (0.1412)	\$ (402)
Lot Type 2	64	\$ (0.1412)	\$ (424)
<b>Total</b>	<b>144</b>		<b>\$ (412)</b>



## EXHIBIT G-1 – ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment <sup>1,3</sup>	Principal	Interest	Additional Interest	Annual Collection Costs	Annual Installment Due 1/31/2025 <sup>1,2</sup>
168834	Initial Parcel	\$ 5,139,000.00	\$ 75,000.00	\$ 307,496.00	\$ -	\$ 50,000.00	\$ 432,496.00
<b>Total</b>		<b>\$ 5,139,000.00</b>	<b>\$ 75,000.00</b>	<b>\$ 307,496.00</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>	<b>\$ 432,496.00</b>

**Footnotes:**

[1] Total may not match the Outstanding Assessment and Annual Installment due to rounding.

[2] The Annual Installment covers the period January 1, 2024 to December 31, 2024, is due by January 31, 2025.

[3] Outstanding Assessment prior to 1/31/2025 Annual Installment.

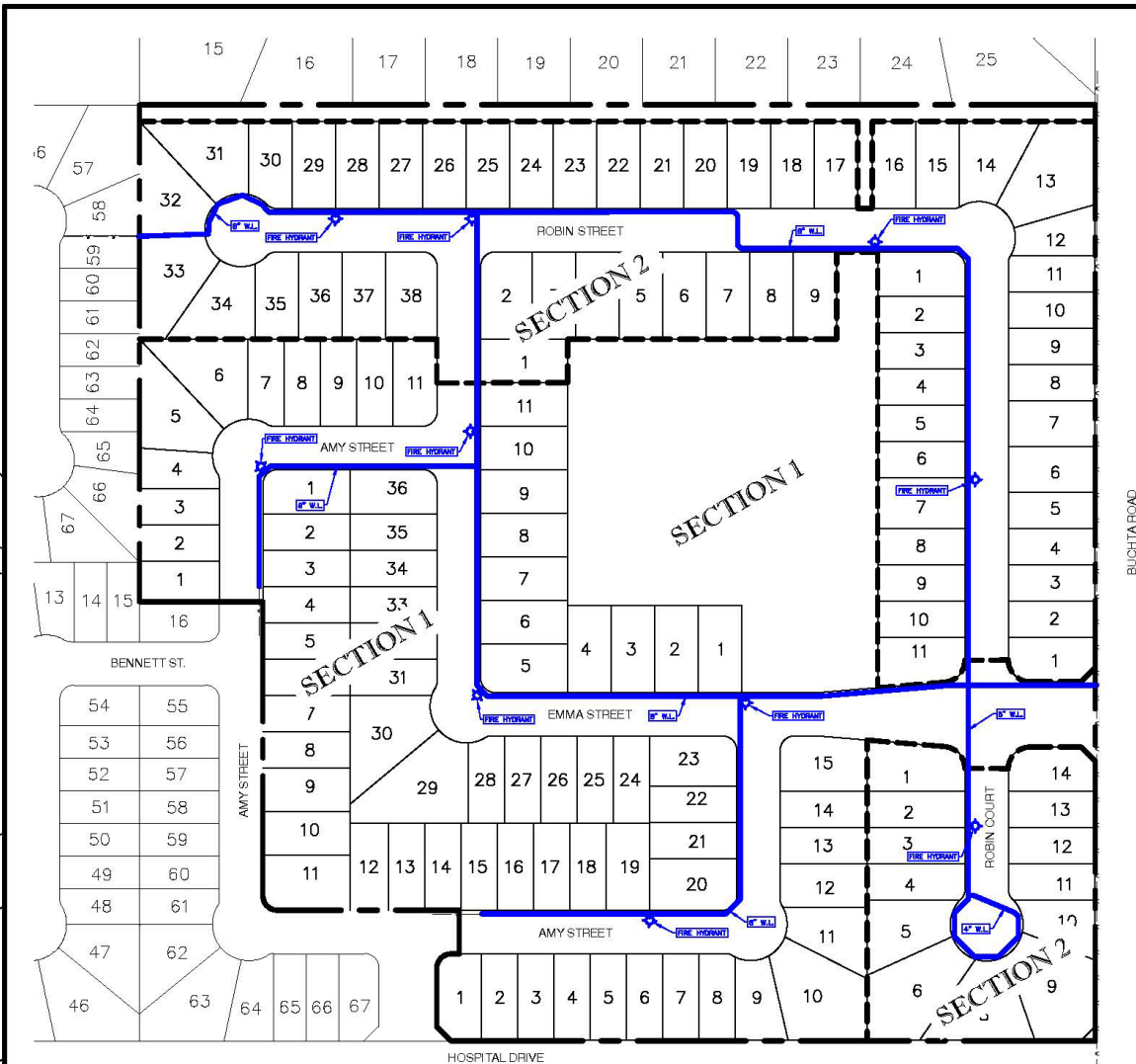
## EXHIBIT G-2 – ANNUAL INSTALLMENTS

Installment Due 1/31	Reimbursement Obligation				Annual Collection Costs	Total Annual Installment Due <sup>3,4</sup>
	Principal	Interest <sup>1,2</sup>	Additional Interest <sup>2</sup>			
2025	\$ 75,000	\$ 307,496	\$ -	\$ 50,000	\$ 432,496	
2026	\$ 77,000	\$ 303,840	\$ -	\$ 51,000	\$ 431,840	
2027	\$ 81,000	\$ 299,220	\$ -	\$ 52,020	\$ 432,240	
2028	\$ 85,000	\$ 294,360	\$ -	\$ 53,060	\$ 432,420	
2029	\$ 90,000	\$ 289,260	\$ -	\$ 54,122	\$ 433,382	
2030	\$ 94,000	\$ 283,860	\$ -	\$ 55,204	\$ 433,064	
2031	\$ 99,000	\$ 278,220	\$ -	\$ 56,308	\$ 433,528	
2032	\$ 104,000	\$ 272,280	\$ -	\$ 57,434	\$ 433,714	
2033	\$ 109,000	\$ 266,040	\$ -	\$ 58,583	\$ 433,623	
2034	\$ 115,000	\$ 259,500	\$ -	\$ 59,755	\$ 434,255	
2035	\$ 121,000	\$ 252,600	\$ -	\$ 60,950	\$ 434,550	
2036	\$ 127,000	\$ 245,340	\$ -	\$ 62,169	\$ 434,509	
2037	\$ 134,000	\$ 237,720	\$ -	\$ 63,412	\$ 435,132	
2038	\$ 141,000	\$ 229,680	\$ -	\$ 64,680	\$ 435,360	
2039	\$ 149,000	\$ 221,220	\$ -	\$ 65,974	\$ 436,194	
2040	\$ 157,000	\$ 212,280	\$ -	\$ 67,293	\$ 436,573	
2041	\$ 165,000	\$ 202,860	\$ -	\$ 68,639	\$ 436,499	
2042	\$ 174,000	\$ 192,960	\$ -	\$ 70,012	\$ 436,972	
2043	\$ 184,000	\$ 182,520	\$ -	\$ 71,412	\$ 437,932	
2044	\$ 194,000	\$ 171,480	\$ -	\$ 72,841	\$ 438,321	
2045	\$ 205,000	\$ 159,840	\$ -	\$ 74,297	\$ 439,137	
2046	\$ 216,000	\$ 147,540	\$ -	\$ 75,783	\$ 439,323	
2047	\$ 229,000	\$ 134,580	\$ -	\$ 77,299	\$ 440,879	
2048	\$ 242,000	\$ 120,840	\$ -	\$ 78,845	\$ 441,685	
2049	\$ 256,000	\$ 106,320	\$ -	\$ 80,422	\$ 442,742	
2050	\$ 270,000	\$ 90,960	\$ -	\$ 82,030	\$ 442,990	
2051	\$ 286,000	\$ 74,760	\$ -	\$ 83,671	\$ 444,431	
2052	\$ 302,000	\$ 57,600	\$ -	\$ 85,344	\$ 444,944	
2052	\$ 320,000	\$ 39,480	\$ -	\$ 87,051	\$ 446,531	
2053	\$ 338,000	\$ 20,280	\$ -	\$ 88,792	\$ 447,072	
<b>Total</b>	<b>\$ 5,139,000</b>	<b>\$ 5,954,936</b>	<b>\$ -</b>	<b>\$ 2,028,404</b>	<b>\$ 13,122,340</b>	

**Footnotes:**

- [1] Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a rate of 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.72% as of January 31, 2024.
- [2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.
- [3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.
- [4] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

# EXHIBIT H – MAPS OF AUTHORIZED IMPROVEMENTS



J:\14000S\14396S-RIVERWOOD RANCH SECTION 3 & 4\ENGINEERING-SURVEY\DRAWINGS\14396 PID EXHIBITS.DWG PLOT DATE:1/17/2024. Btaylor

## EXHIBIT 1

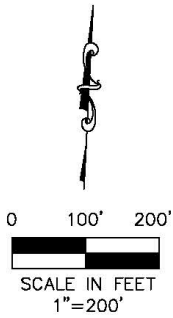
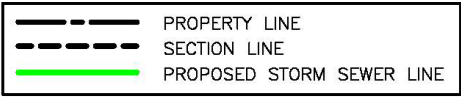
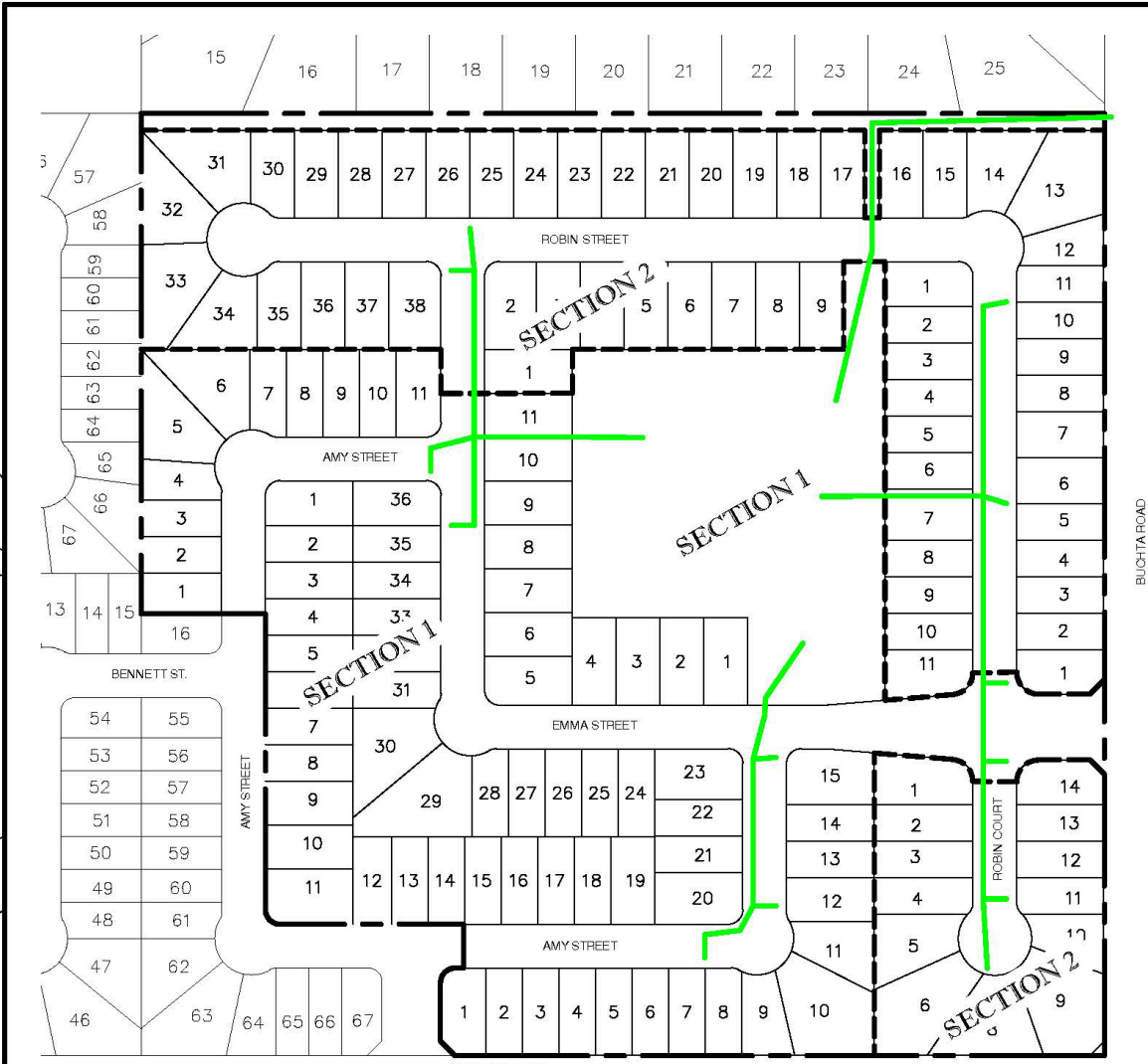
PROPOSED WATERLINE TIE-IN  
RIVERWOOD RANCH NORTH SUBDIVISION  
SECTION 1 & 2

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4005 Technology Dr., Suite 1530  
Angleton, TX 77515  
Phone # 979-849-6681  
www.bakerlawson.com  
REG. NO. F-825

JOB NO.: 14396	SCALE: 1" = 200'	DATE: 1/17/2024	DWG. NO.: 14396 PID EXHIBITS
		DRAWN BY: BT	CHK. BY: DR

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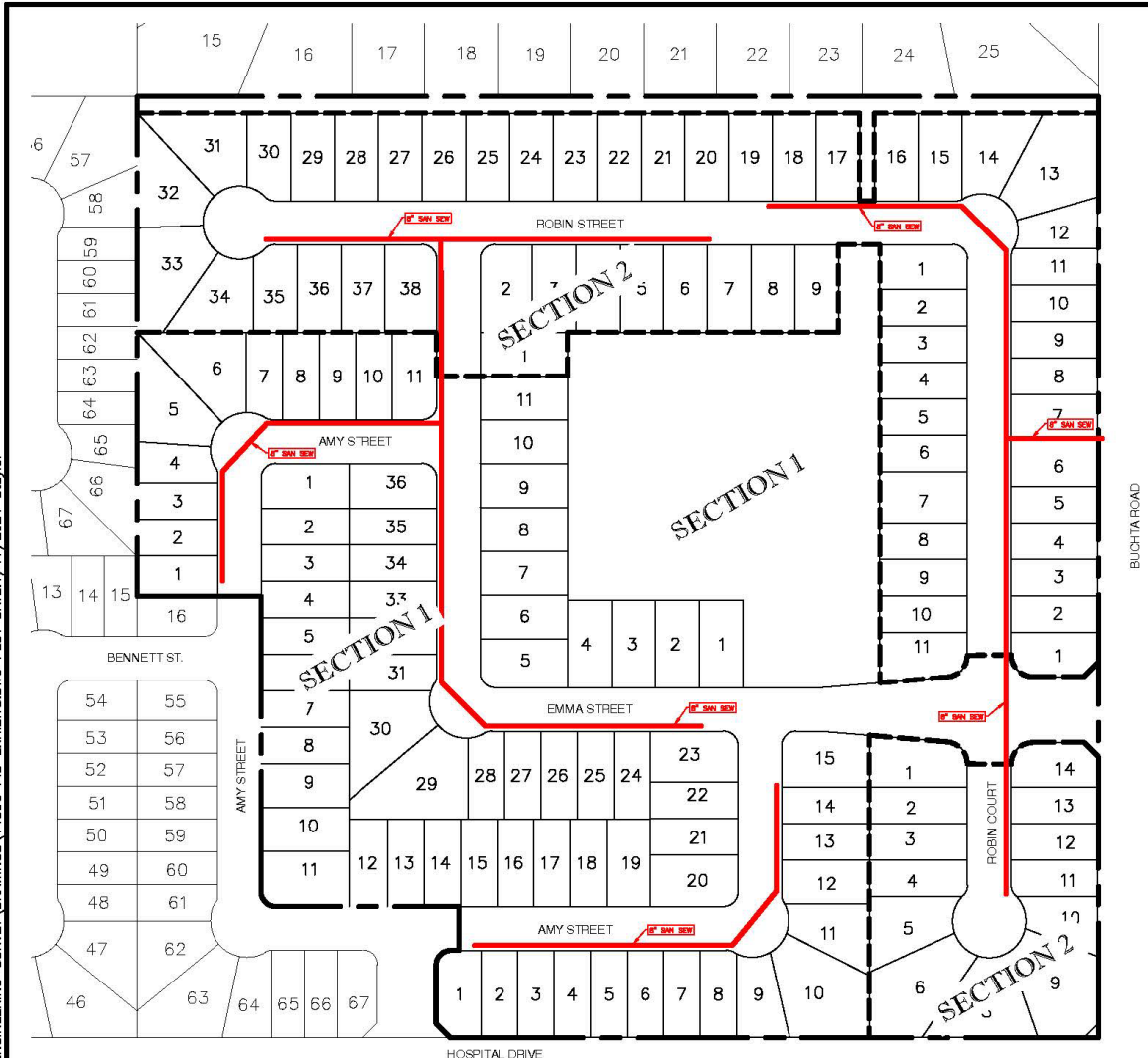
PROPOSED STORM SEWER  
RIVERWOOD RANCH NORTH SUBDIVISION  
SECTION 1 & 2

**BAKER & LAWSON, INC.**  
ENGINEERS • PLANNERS • SURVEYORS

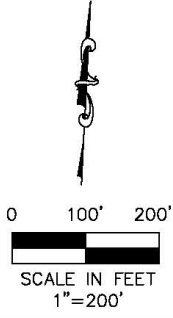
Baker & Lawson Inc.  
4005 Technology Dr., Suite 1530  
Angleton, TX 77515  
Phone # 979-849-6681  
www.bakerlawson.com  
REG. NO. F-825

JOB NO.: 14396	SCALE: 1"= 200'	DATE: 1/17/2024	DWG. NO.:14396 PID EXHIBITS
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	PROPERTY LINE
	SECTION LINE
	PROPOSED SANITARY SEWER LINE
	EXISTING SANITARY



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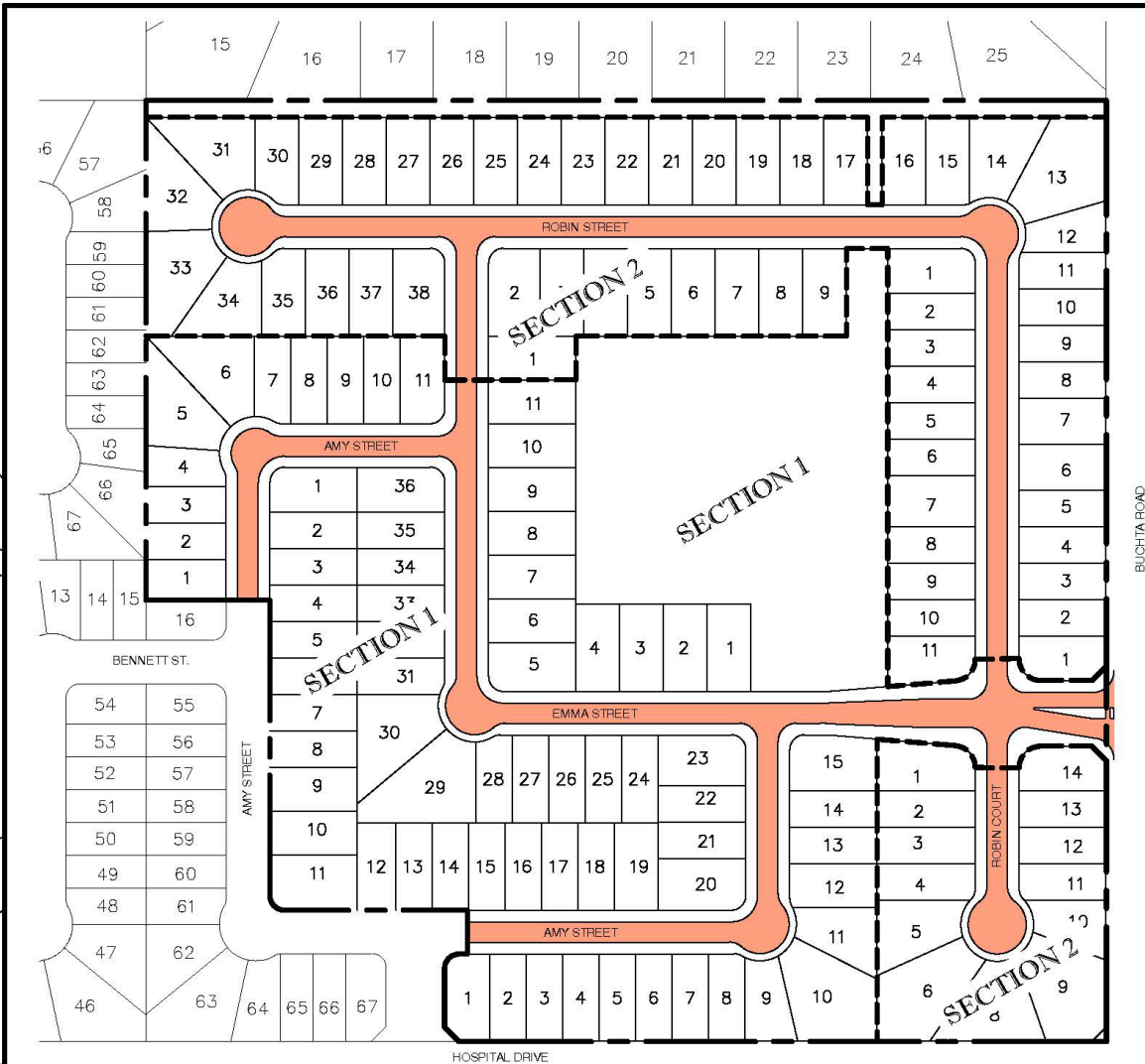
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RIVERWOOD RANCH NORTH SUBDIVISION  
SECTION 1 & 2

**BAKER & LAWSON, INC.**  
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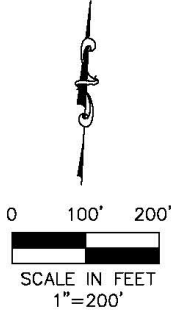
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JOB NO.: 14396	SCALE: 1"= 200'	DATE: 1/17/2024	DWG. NO.:14396 PID EXHIBITS
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	PROPERTY LINE
	SECTION LINE
	PROPOSED ROADWAY



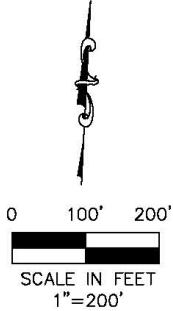
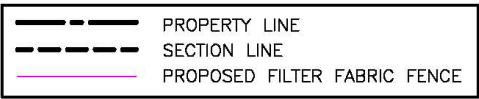
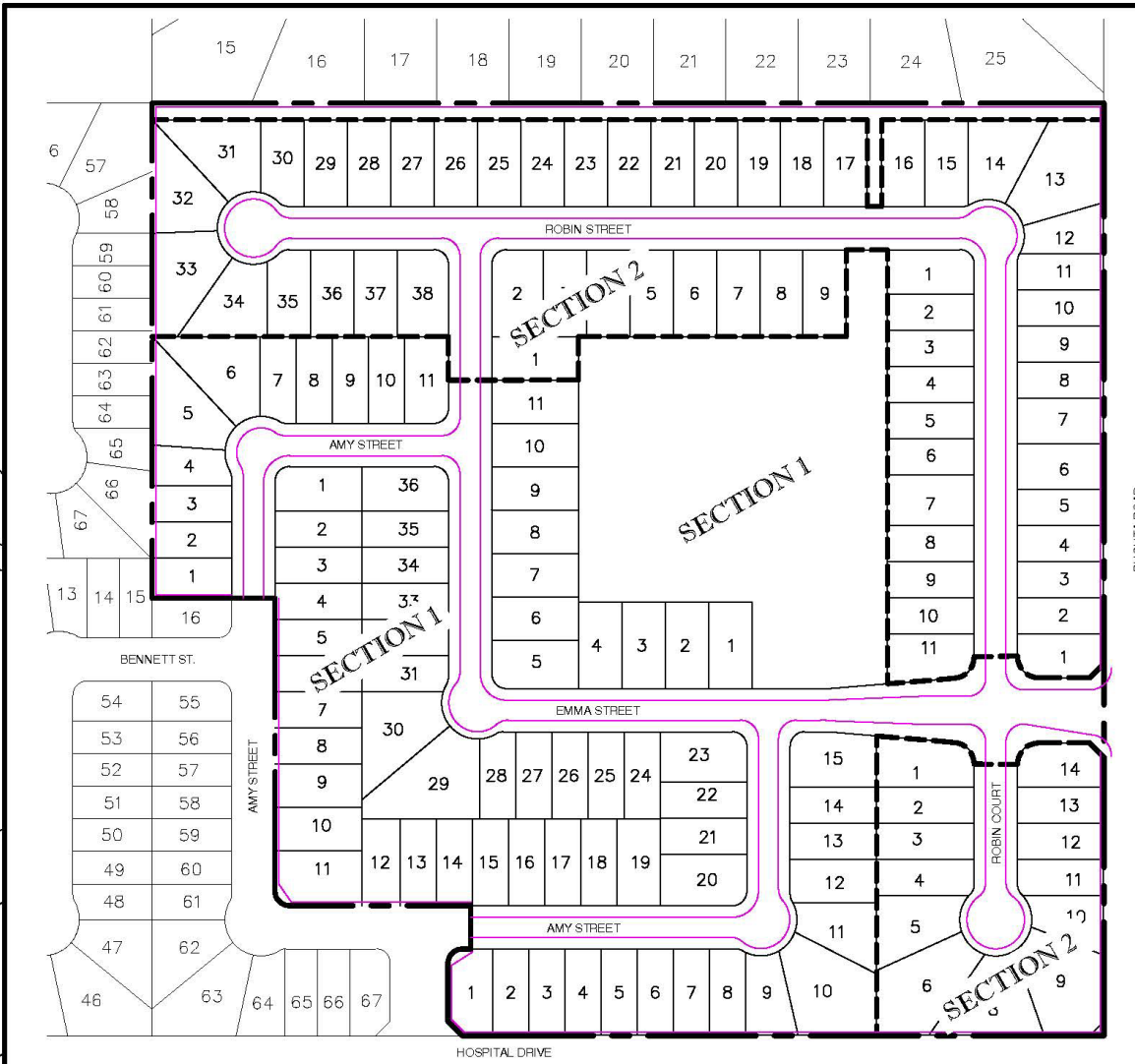
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PROPOSED ROADWAY  
RIVERWOOD RANCH NORTH SUBDIVISION  
SECTION 1 & 2

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**EXHIBIT 5**  
**PROPOSED FILTER FABRIC FENCE**  
**RIVERWOOD RANCH NORTH SUBDIVISION**  
**SECTION 1 & 2**

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JOB NO.: 14396      SCALE: 1"= 200'      DATE: 1/17/2024      DWG. NO.:14396 PID EXHIBITS      DRAWN BY: BT      CHK. BY: DR

**EXHIBIT I – FORM OF NOTICE OF PID ASSESSMENT LIEN TERMINATION**



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

[Date]  
Brazoria County Clerk's Office  
Honorable \_\_\_\_\_  
1524 E Mulberry St  
Angleton, TX 77515

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

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

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

City of Angleton  
Attn: [City Secretary]  
120 S. Chenango Street  
Angleton, TX 77515

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

Sincerely,  
[Signature]

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



**AFTER RECORDING RETURN TO:**

[City Secretary Name]  
[City Secretary Address]

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

STATE OF TEXAS

§  
§  
§

**NOW ALL MEN BY THESE PRESENTS:**

COUNTY OF BRAZORIA

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

**RECITALS**

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

**WHEREAS**, on or about October 24, 2023, the City Council for the City, approved Resolution No. 20231024-010, creating Riverwood Ranch North Public Improvement District; and

**WHEREAS**, the Riverwood Ranch North Public Improvement District consists of approximately 35.620 contiguous acres within the corporate limits of the City; and

**WHEREAS**, on or about, April 23, 2024, the City Council, approved Ordinance No. [2024-XXX], (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Riverwood Ranch North Public Improvement District; and

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

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

**RELEASE**

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

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

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

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

**ATTEST:**

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

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF BRAZORIA**       §

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

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

## EXHIBIT J – DISTRICT BOUNDARY DESCRIPTION



County: Brazoria  
Project: District Boundary Riverwood Ranch North  
Job No.: 14396

### FIELD NOTES FOR 35,608 ACRE TRACT

Being a 35.608 acre tract of land, located in the T.S. Lee Survey, Abstract No. 318, in Brazoria County, Texas, being a portion of a called 73.74 acre tract in the name Riverwood Ranch Land Holdings, LLC, a Texas limited liability company, as recorded in County Clerks File No. (C.C.F.N.) 2020043779 of the Official Public Records, Brazoria County, Texas (O.P.R.B.C.T.), being referred to herein after as the above reference tract of land, said 35.608 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

**BEGINNING** at 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the South line of the above referenced tract, same being the North right of way line of Hospital Drive;

**THENCE** North 47°34'23" West, over and across the above referenced tract, a distance of 28.14 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

**THENCE** North 02°52'30" West, over and across the above referenced tract, a distance of 80.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the beginning of a curve to the right;

**THENCE** over and across the above referenced tract and said curve to the right an arc distance of 31.42 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, said curve having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of North 42°07'30" East and a distance of 28.28 feet;

**THENCE** North 02°52'30" West, over and across the above referenced tract, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the beginning of a curve to the right;

**THENCE** South 87°07'30" West, over and across the above referenced tract, a distance of 240.48 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for corner, being the beginning of a curve to the right;

**THENCE** over and across the above referenced tract and said curve to the right an arc distance of 31.42 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, said curve having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of North 47°52'30" East and a distance of 28.28 feet;

**THENCE** North 02°52'30" West, over and across the above referenced tract, a distance of 411.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

**THENCE** South 87°07'30" West, over and across the above referenced tract a distance of 170.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

**THENCE** North 02°52'30" West, over and across the above referenced tract, a distance of 679.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for corner, being on the North line of the above referenced tract, same being the South line of Colony Square Subdivision, as recorded in Volume 16, Page 321 of the Plat Records, Brazoria County, Texas (P.R.B.C.T.);

**THENCE** North 87°07'30" East, along the common line of the above referenced tract and said Colony Square Subdivision, a distance of 1,317.70 feet to a 1/2 inch iron rod with cap stamped "Pinpoint" found for corner, being the Northeast corner of the above referenced tract, same being on the West right of way line of Buchta Road;

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Texas Firm Registration No. 10052500



**THENCE** South 02°52'30" East, along the common line of the above referenced tract and said Buchta Road, a distance of 1,290.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the Southeast corner of the above referenced tract, same being on said North right of way line of Hospital Drive;

**THENCE** South 87°07'30" West, along the common line of the above referenced tract and said North right of way line of Hospital drive, a distance of 887.42 feet to the **POINT OF BEGINNING** of the herein described tract, containing 35.608 acres of land, more or less.

 01/08/2024  
Darrel Heidrich  
Registered Professional Land Surveyor  
Texas Registration No. 5378



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4005 Technology Dr., Suite 1530, Angleton, Texas 77515 • Phone: (979) 849-6681  
Texas Firm Registration No. 10052500

## APPENDIX A –ENGINEER’S REPORT

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**Riverwood Ranch North Subdivision - Sections 1 & 2  
PUBLIC IMPROVEMENTS DISTRICT (PID) ENGINEER'S REPORT – RIVERWOOD RANCH NORTH PID**

January 10, 2024

**INTRODUCTION**

Riverwood Ranch North Subdivision is a proposed master planned subdivision community by Riverwood Ranch, LLC. The development proposes 144 single family residential lots and is located on 35.608 contiguous acres located within the corporate limits of the City of Angleton, Brazoria County, Texas. The subject property is located north of Hospital Drive situated between N. Downing Street to the west and Buchta Road to the east. The community will include open space and a detention ponds in the subdivision.

Riverwood Ranch North PID (The District) consists of Sections 1 and 2 and is approximately 35.608 acres.

This report includes the supporting documentation for the issuance of The District bonds by the City of Angleton. The bonds are to be used to finance the public infrastructure items listed below that are necessary for buildout of Sections 1 and 2.

**Development Improvements**

**Clearing and Grubbing**

Clearing and Grubbing includes clear and grub, excavation and embankment for the limits of the District.

**Streets - Paving**

Improvements including mobilization, subgrade stabilization, road base, asphalt, concrete and reinforcing steel for roadways, testing, sidewalks, handicapped ramps, and streetlights. All related demolition, tree removal, clearing and grubbing, earthwork, excavation, retaining walls, intersections, signage and striping, and revegetation of all disturbed areas within the right-of-way are included. Improvements including erosion control measures (e.g. erosion matting, rock berms, silt fence, inlet protection), construction entrance, SWPPP sign and inspections and re-vegetation of all disturbed areas within The District are included. The erosion control improvements will provide benefit to all lots within The District. The street improvements will provide benefit to each lot within The District.

**Drainage - Detention**

Detention includes clearing, pond excavation and embankment, soil testing, channels, rock riprap walls, construction of outfall structures, erosion controls, revegetation and utility improvements are also included.

DOUGLAS B. ROESLER, P.E. - Principal Engineer  
4005 TECHNOLOGY DRIVE, SUITE 1530, ANGLETON, TEXAS 77515  
(979) 849-6681 • Fax (979) 849-4689

Texas Registered Engineering Firm F-825 • Texas Board Of Professional Land Surveying No. 10052500

#### **Drainage - Storm Water**

Improvements included earthen channels, swales, curb and drop inlets, storm sewer piping and boxes, headwalls, manholes, concrete flumes, rock rip rap, detention ponds, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all lots within The District.

#### **Potable Water**

Improvements including trench excavation and embedment, trench safety, piping, encasement, service connections, hydrants, service for park, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to all lots within The District.

#### **Wastewater**

Improvements including trench excavation and embedment, trench safety, piping, encasing, boring, manholes, lift station, force main, service connections, testing, related earthwork, excavation erosion control and all necessary appurtenances required to provide wastewater service to all lots within The District .

#### **Landscaping, Parks and Amenities**

The District includes fencing, sidewalks, irrigation, in addition to landscaped areas and grass covered areas within the subdivision. These improvements include erosion control measures, earthwork, site improvements, planting and vegetation. The landscaping, parks and amenities improvements will provide benefit to all lots within The District.

#### **Soft Costs**

Costs related to designing, constructing, installing, and financing The District Improvements, including land planning and design, City fees, engineering, soil testing survey, construction management, legal fees, consultant fees, contingency, inspection fees, and other PID costs incurred and paid by the Developer. The soft cost will provide benefit to all lots within The District.

#### **Development Costs**

An Engineers' Opinion of Probable Cost (OPC) has been prepared for The District improvement described above and is included as the Public Improvement District Cost Estimate. This Opinion of Probable Cost is based on contractor pricing and Baker & Lawson, Inc. reasonable professional judgement and experience and does not constitute a warranty, expressed or implied. Actual costs may vary.

#### **Development and Construction Schedule**

Section 1 and Section 2

Construction Commenced – October 17, 2023  
Estimated Completion of Construction and 1<sup>st</sup> Lot Delivery - March 15, 2024  
Estimated 1<sup>st</sup> Home Closing – September 15, 2024

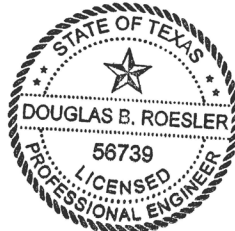
There are no private improvements or major improvements to Riverwood Ranch North Sections 1 & 2.

Thank you for your review of this letter and the associated plat and related information. Should you have any questions or wish to discuss this submittal in detail, please contact me at (979) 849-6681 or [drosler@bakerlawson.com](mailto:drosler@bakerlawson.com)

Sincerely,



Douglas B. Roesler, P.E.  
President  
TBPE Firm No. F-825  
TBPLS Firm No. 100525200



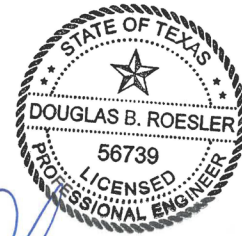
01-11-24



**RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT  
PID REIMBURSEMENT SUMMARY**

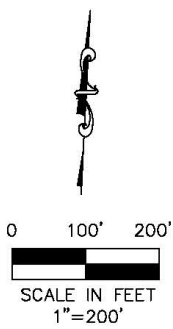
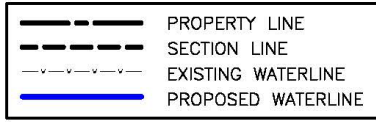
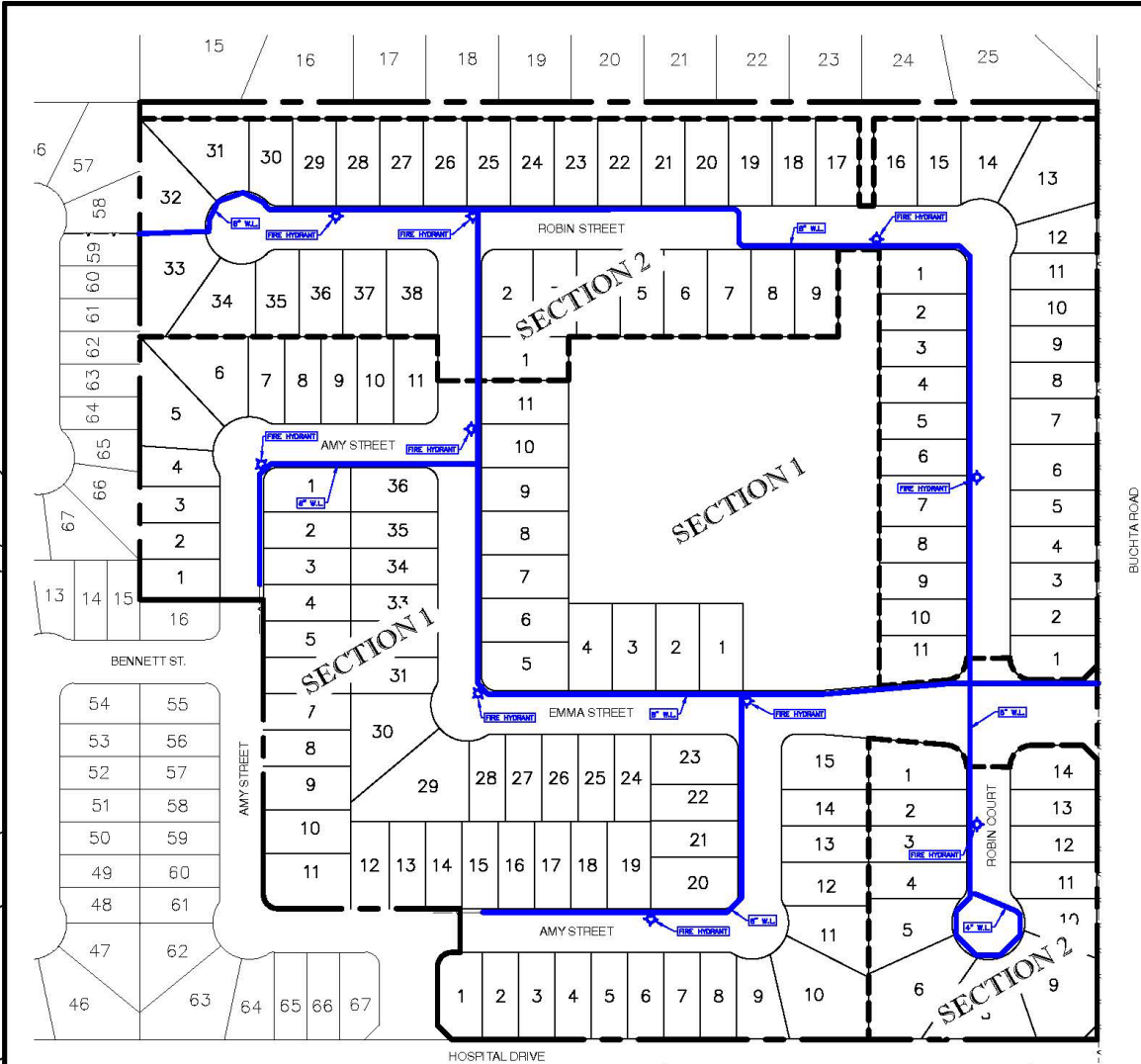
Type	Description	Budget Amount	Note
Hard costs	Clearing & Grubbing	\$ 200,000.00	
Hard costs	Potable Water	\$ 307,830.10	
Hard costs	Drainage - Storm Sewer	\$ 325,050.13	
Hard costs	Wastewater	\$ 438,650.29	<b>\$ 2,998,927.23</b>
Hard costs	Drainage - Detention	\$ 391,250.85	
Hard costs	Streets - Paving	\$ 1,536,145.86	
Hard costs	Landscape - Planting	\$ 66,430.20	
Hard costs	Hardscape - Fencing, Fountain, Walking Trails, etc.	\$ 255,284.50	
Hard costs	Landscape - Irrigation	\$ 38,300.00	<b>\$ 382,514.70</b>
Hard costs	Landscape - Architect	\$ 22,500.00	
Soft costs	Engineering	\$ 290,160.00	
Soft costs	Legal Fee	\$ 50,000.00	
Soft costs	PID Creation	\$ 50,000.00	
Soft costs	Accounting Fee	\$ 50,000.00	
Soft costs	Predevelopment Costs	\$ 18,000.00	
Soft costs	City Fees	\$ 39,510.33	
Contingency	Contingency	\$ 815,822.45	20% of total costs
Management Fee	Construction Management Fee	\$ 195,797.39	4% of total PID eligible costs
<b>Total Development Costs</b>		<b>\$ 5,090,732.10</b>	

**TOTAL PID REIMBURSEMENT AMOUNT \$ 5,090,732.10**



*[Handwritten Signature]*  
01-11-24  
TBPE Firm No. F-825

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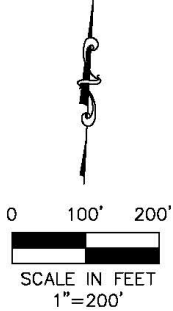
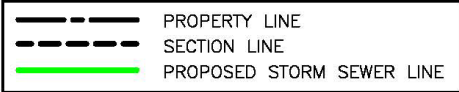
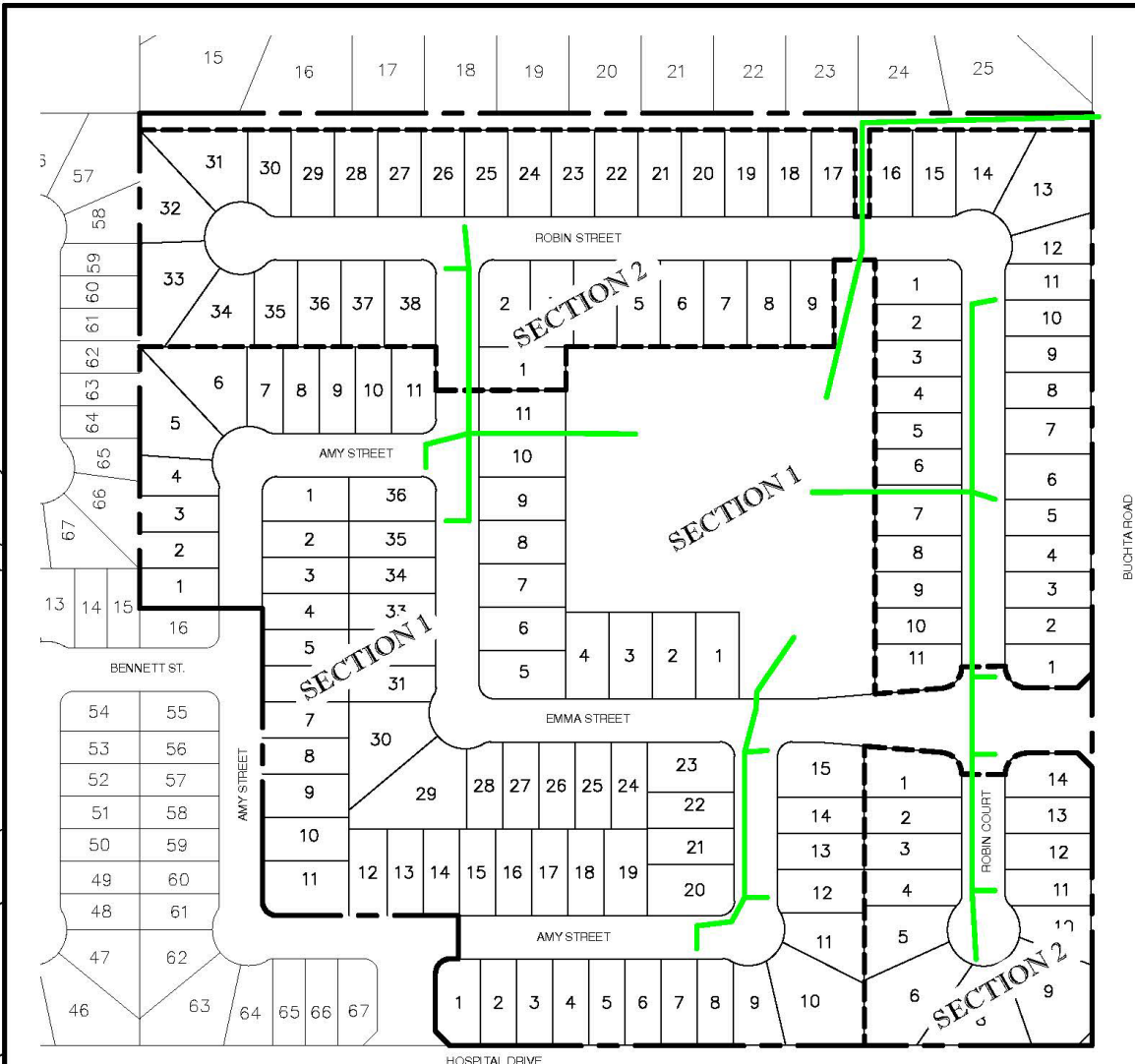
PROPOSED WATERLINE TIE-IN  
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## EXHIBIT 2

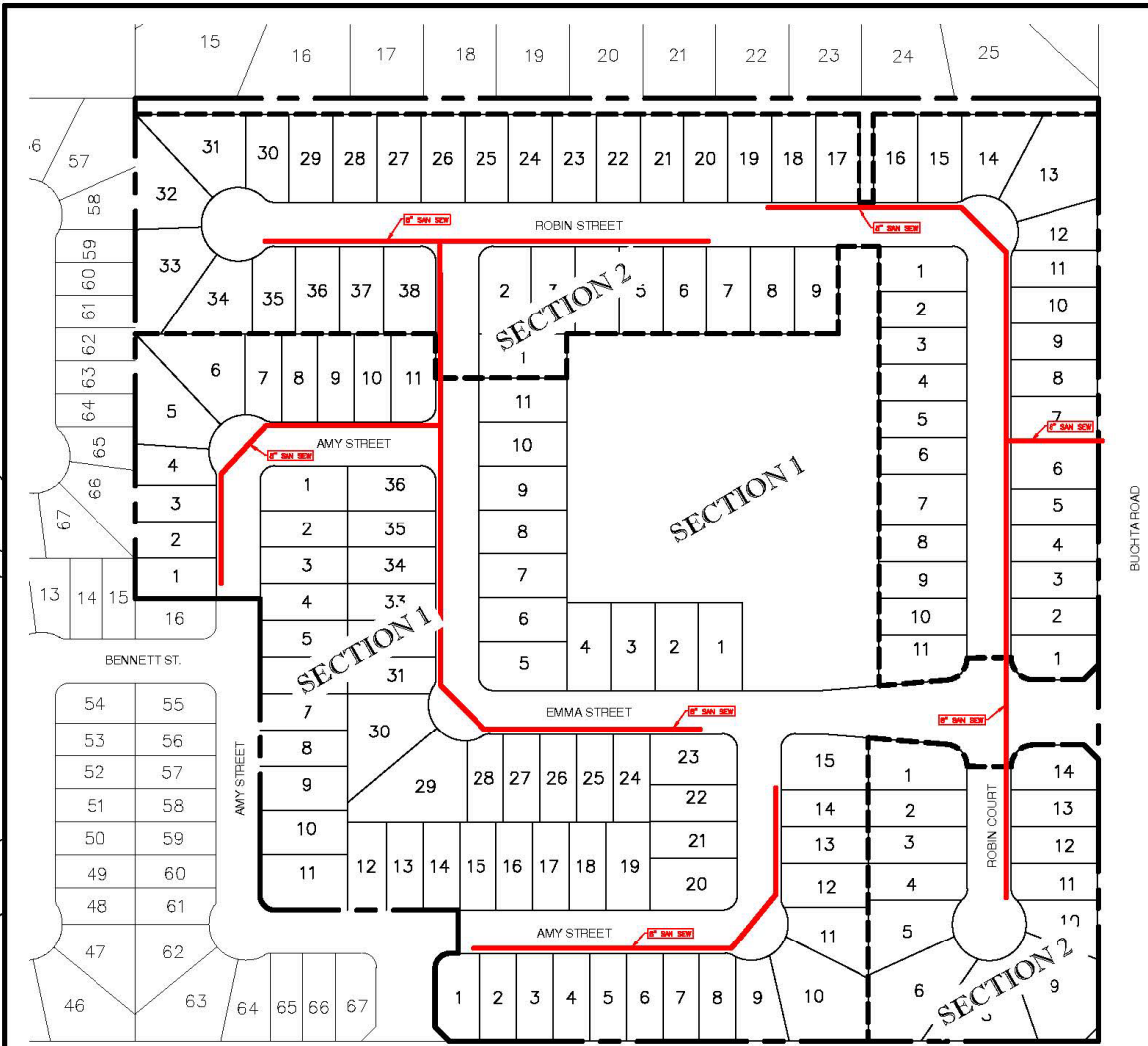
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	PROPERTY LINE
	SECTION LINE
	PROPOSED SANITARY SEWER LINE
	EXISTING SANITARY

0 100' 200'

SCALE IN FEET  
1"=200'

**EXHIBIT 3**

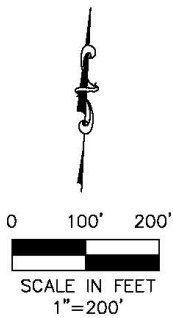
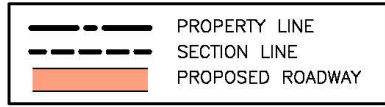
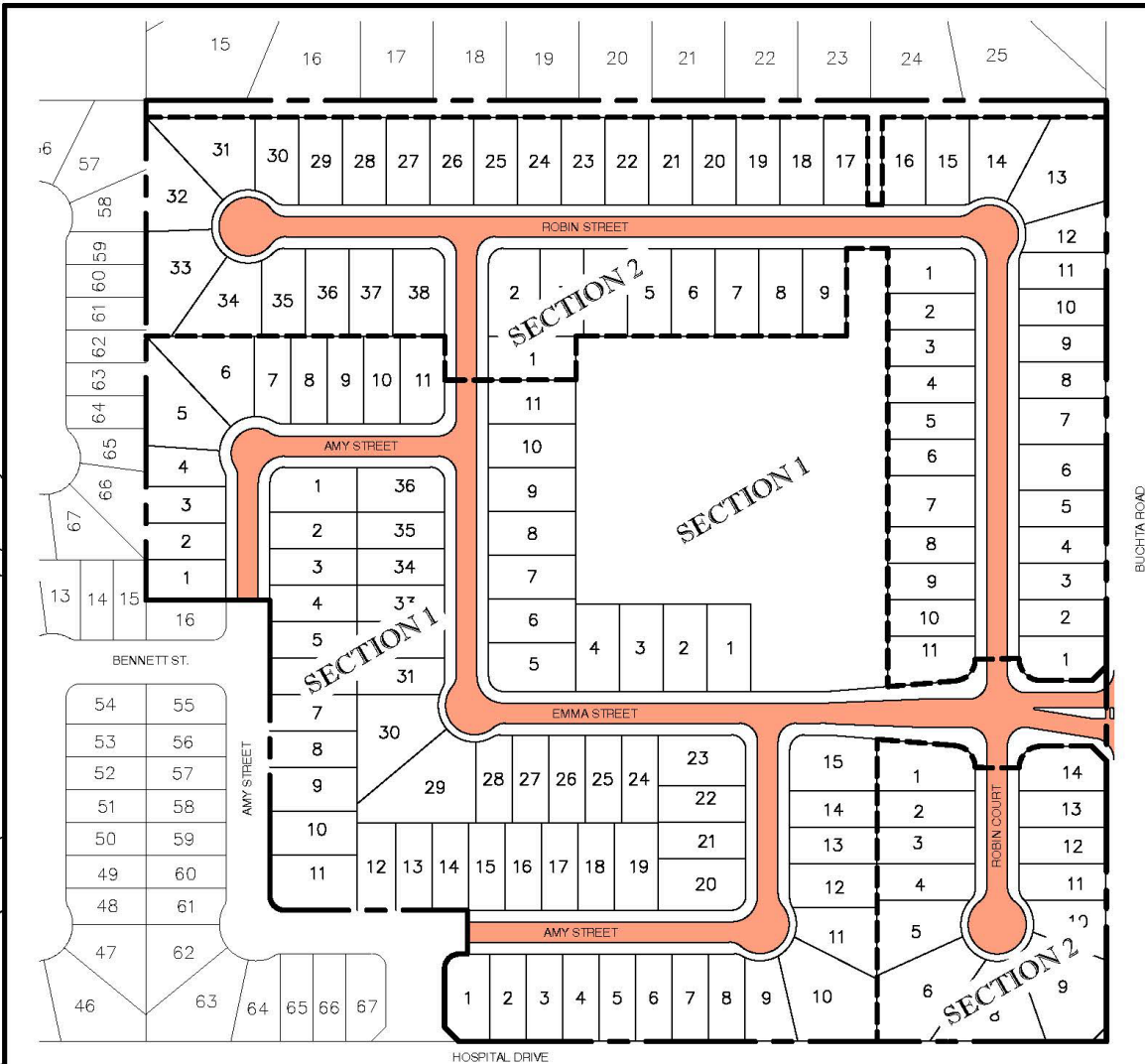
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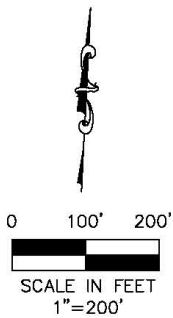
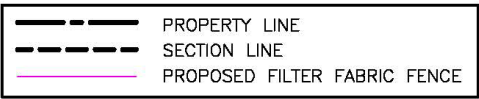
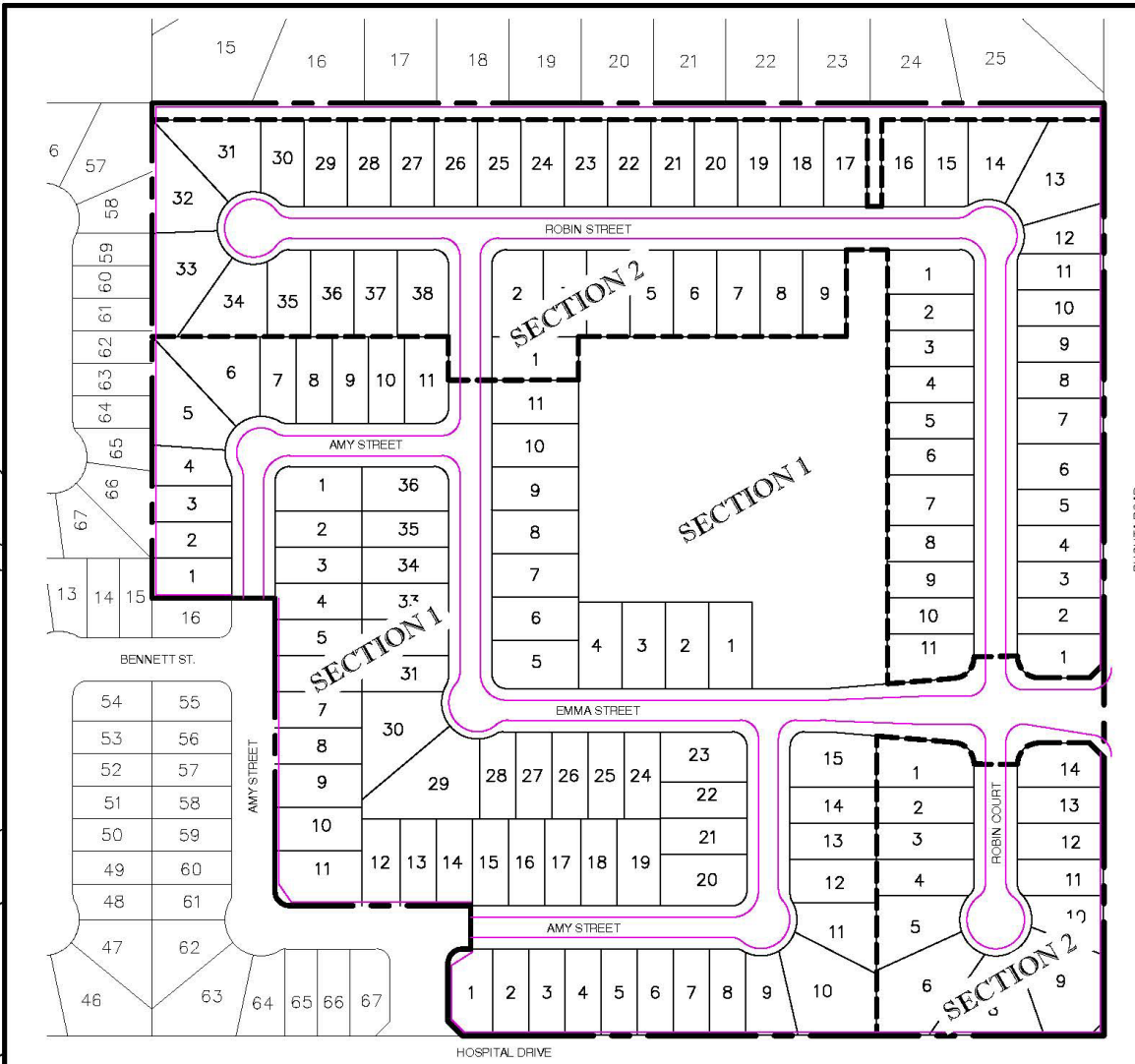
**EXHIBIT 4**  
**PROPOSED ROADWAY**  
**RIVERWOOD RANCH NORTH SUBDIVISION**  
**SECTION 1 & 2**

**BAKER & LAWSON, INC.**  
ENGINEERS • PLANNERS • SURVEYORS

Baker & Lawson Inc.  
 4005 Technology Dr., Suite 1530  
 Angleton, TX 77515  
 Phone # 979-849-6681  
 www.bakerlawson.com  
 REG. NO. F-825

JOB NO.: 14396	SCALE: 1"= 200'	DATE: 1/17/2024	DWG. NO.:14396 PID EXHIBITS
DRAWN BY: BT		CHK. BY: DR	

J:\4000S\14300S\14396--RIVERWOOD RANCH SECTION 3 & 4\ENGINEERING-SURVEY\DRAWINGS\14396 PID EXHIBITS.DWG PLOT DATE: 1/17/2024 Blaytor



### EXHIBIT 5

PROPOSED FILTER FABRIC FENCE  
RIVERWOOD RANCH NORTH SUBDIVISION  
SECTION 1 & 2

**BAKER & LAWSON, INC.**  
ENGINEERS • PLANNERS • SURVEYORS

Baker & Lawson Inc.  
4005 Technology Dr., Suite 1530  
Angleton, TX 77515  
Phone # 979-849-6681  
www.bakerlawson.com  
REG. NO. F-825

JOB NO.: 14396
SCALE: 1"= 200'
DATE: 1/17/2024
DWG. NO.:14396 PID EXHIBITS
DRAWN BY: BT
CHK. BY: DR

## APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Appendix:

- Initial Parcel
- Lot Type 1
- Lot Type 2

**RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT BUYER  
DISCLOSURE INITIAL PARCEL**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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



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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**INITIAL PARCEL PRINCIPAL ASSESSMENT: \$5,139,000.00**

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

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

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

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.

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

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

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

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

§

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

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

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

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

## ANNUAL INSTALLMENTS - INITIAL PARCEL

Reimbursement Obligation						
Installment Due 1/31	Principal	Interest <sup>1,2</sup>	Additional Interest <sup>2</sup>	Annual Collection Costs	Total Annual Installment Due <sup>3,4</sup>	
2025	\$ 75,000	\$ 307,496	\$ -	\$ 50,000	\$ 432,496	
2026	\$ 77,000	\$ 303,840	\$ -	\$ 51,000	\$ 431,840	
2027	\$ 81,000	\$ 299,220	\$ -	\$ 52,020	\$ 432,240	
2028	\$ 85,000	\$ 294,360	\$ -	\$ 53,060	\$ 432,420	
2029	\$ 90,000	\$ 289,260	\$ -	\$ 54,122	\$ 433,382	
2030	\$ 94,000	\$ 283,860	\$ -	\$ 55,204	\$ 433,064	
2031	\$ 99,000	\$ 278,220	\$ -	\$ 56,308	\$ 433,528	
2032	\$ 104,000	\$ 272,280	\$ -	\$ 57,434	\$ 433,714	
2033	\$ 109,000	\$ 266,040	\$ -	\$ 58,583	\$ 433,623	
2034	\$ 115,000	\$ 259,500	\$ -	\$ 59,755	\$ 434,255	
2035	\$ 121,000	\$ 252,600	\$ -	\$ 60,950	\$ 434,550	
2036	\$ 127,000	\$ 245,340	\$ -	\$ 62,169	\$ 434,509	
2037	\$ 134,000	\$ 237,720	\$ -	\$ 63,412	\$ 435,132	
2038	\$ 141,000	\$ 229,680	\$ -	\$ 64,680	\$ 435,360	
2039	\$ 149,000	\$ 221,220	\$ -	\$ 65,974	\$ 436,194	
2040	\$ 157,000	\$ 212,280	\$ -	\$ 67,293	\$ 436,573	
2041	\$ 165,000	\$ 202,860	\$ -	\$ 68,639	\$ 436,499	
2042	\$ 174,000	\$ 192,960	\$ -	\$ 70,012	\$ 436,972	
2043	\$ 184,000	\$ 182,520	\$ -	\$ 71,412	\$ 437,932	
2044	\$ 194,000	\$ 171,480	\$ -	\$ 72,841	\$ 438,321	
2045	\$ 205,000	\$ 159,840	\$ -	\$ 74,297	\$ 439,137	
2046	\$ 216,000	\$ 147,540	\$ -	\$ 75,783	\$ 439,323	
2047	\$ 229,000	\$ 134,580	\$ -	\$ 77,299	\$ 440,879	
2048	\$ 242,000	\$ 120,840	\$ -	\$ 78,845	\$ 441,685	
2049	\$ 256,000	\$ 106,320	\$ -	\$ 80,422	\$ 442,742	
2050	\$ 270,000	\$ 90,960	\$ -	\$ 82,030	\$ 442,990	
2051	\$ 286,000	\$ 74,760	\$ -	\$ 83,671	\$ 444,431	
2052	\$ 302,000	\$ 57,600	\$ -	\$ 85,344	\$ 444,944	
2052	\$ 320,000	\$ 39,480	\$ -	\$ 87,051	\$ 446,531	
2053	\$ 338,000	\$ 20,280	\$ -	\$ 88,792	\$ 447,072	
<b>Total</b>	<b>\$ 5,139,000</b>	<b>\$ 5,954,936</b>	<b>\$ -</b>	<b>\$ 2,028,404</b>	<b>\$ 13,122,340</b>	

**Footnotes:**

[1] Interest on the Improvement Area #1 Reimbursement Obligation is calculated at a rate of 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.72% as of January 31, 2024.

[2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.

[3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.

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

**RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT BUYER  
DISCLOSURE LOT TYPE 1**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$34,871.79**

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

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

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

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.

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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



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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

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

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

§

§

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

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

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

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

## ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due 1/31	Reimbursement Obligation			Annual Collection Costs	Total Annual Installment Due <sup>3,4</sup>
	Principal	Interest <sup>1,2</sup>	Additional Interest <sup>2</sup>		
2025	\$ 508.93	\$ 2,086.58	\$ -	\$ 339.29	\$ 2,934.79
2026	\$ 522.50	\$ 2,061.77	\$ -	\$ 346.07	\$ 2,930.34
2027	\$ 549.64	\$ 2,030.42	\$ -	\$ 352.99	\$ 2,933.06
2028	\$ 576.79	\$ 1,997.44	\$ -	\$ 360.05	\$ 2,934.28
2029	\$ 610.71	\$ 1,962.84	\$ -	\$ 367.25	\$ 2,940.80
2030	\$ 637.86	\$ 1,926.19	\$ -	\$ 374.60	\$ 2,938.65
2031	\$ 671.79	\$ 1,887.92	\$ -	\$ 382.09	\$ 2,941.80
2032	\$ 705.71	\$ 1,847.61	\$ -	\$ 389.73	\$ 2,943.06
2033	\$ 739.64	\$ 1,805.27	\$ -	\$ 397.53	\$ 2,942.44
2034	\$ 780.36	\$ 1,760.89	\$ -	\$ 405.48	\$ 2,946.73
2035	\$ 821.07	\$ 1,714.07	\$ -	\$ 413.59	\$ 2,948.73
2036	\$ 861.79	\$ 1,664.81	\$ -	\$ 421.86	\$ 2,948.45
2037	\$ 909.29	\$ 1,613.10	\$ -	\$ 430.30	\$ 2,952.68
2038	\$ 956.79	\$ 1,558.54	\$ -	\$ 438.90	\$ 2,954.23
2039	\$ 1,011.07	\$ 1,501.14	\$ -	\$ 447.68	\$ 2,959.89
2040	\$ 1,065.36	\$ 1,440.47	\$ -	\$ 456.63	\$ 2,962.46
2041	\$ 1,119.64	\$ 1,376.55	\$ -	\$ 465.77	\$ 2,961.96
2042	\$ 1,180.71	\$ 1,309.37	\$ -	\$ 475.08	\$ 2,965.17
2043	\$ 1,248.57	\$ 1,238.53	\$ -	\$ 484.58	\$ 2,971.68
2044	\$ 1,316.43	\$ 1,163.61	\$ -	\$ 494.28	\$ 2,974.32
2045	\$ 1,391.07	\$ 1,084.63	\$ -	\$ 504.16	\$ 2,979.86
2046	\$ 1,465.71	\$ 1,001.16	\$ -	\$ 514.24	\$ 2,981.12
2047	\$ 1,553.93	\$ 913.22	\$ -	\$ 524.53	\$ 2,991.68
2048	\$ 1,642.14	\$ 819.99	\$ -	\$ 535.02	\$ 2,997.15
2049	\$ 1,737.14	\$ 721.46	\$ -	\$ 545.72	\$ 3,004.32
2050	\$ 1,832.14	\$ 617.23	\$ -	\$ 556.63	\$ 3,006.01
2051	\$ 1,940.71	\$ 507.30	\$ -	\$ 567.77	\$ 3,015.78
2052	\$ 2,049.29	\$ 390.86	\$ -	\$ 579.12	\$ 3,019.27
2052	\$ 2,171.43	\$ 267.90	\$ -	\$ 590.70	\$ 3,030.03
2053	\$ 2,293.57	\$ 137.61	\$ -	\$ 602.52	\$ 3,033.70
<b>Total</b>	<b>\$ 34,871.79</b>	<b>\$ 40,408.49</b>	<b>\$ -</b>	<b>\$ 13,764.17</b>	<b>\$ 89,044.45</b>

**Footnotes:**

[1] Interest is calculated at a rate of 6.00% for illustrative purposes.

[2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.

[3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.

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

**RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT BUYER  
DISCLOSURE LOT TYPE 2**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$36,707.14**

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

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

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

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.

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

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

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

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

§

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

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

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

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



## ANNUAL INSTALLMENTS - LOT TYPE 2

Reimbursement Obligation					
Installment Due 1/31	Principal	Interest <sup>1,2</sup>	Additional Interest <sup>2</sup>	Annual Collection Costs	Total Annual Installment Due <sup>3,4</sup>
2024	\$ 535.71	\$ 2,196.40	\$ -	\$ 357.14	\$ 3,089.26
2025	\$ 550.00	\$ 2,170.29	\$ -	\$ 364.29	\$ 3,084.57
2026	\$ 578.57	\$ 2,137.29	\$ -	\$ 371.57	\$ 3,087.43
2027	\$ 607.14	\$ 2,102.57	\$ -	\$ 379.00	\$ 3,088.72
2028	\$ 642.86	\$ 2,066.14	\$ -	\$ 386.58	\$ 3,095.58
2029	\$ 671.43	\$ 2,027.57	\$ -	\$ 394.31	\$ 3,093.31
2030	\$ 707.14	\$ 1,987.29	\$ -	\$ 402.20	\$ 3,096.63
2031	\$ 742.86	\$ 1,944.86	\$ -	\$ 410.24	\$ 3,097.96
2032	\$ 778.57	\$ 1,900.29	\$ -	\$ 418.45	\$ 3,097.31
2033	\$ 821.43	\$ 1,853.57	\$ -	\$ 426.82	\$ 3,101.82
2034	\$ 864.29	\$ 1,804.29	\$ -	\$ 435.36	\$ 3,103.93
2035	\$ 907.14	\$ 1,752.43	\$ -	\$ 444.06	\$ 3,103.63
2036	\$ 957.14	\$ 1,698.00	\$ -	\$ 452.94	\$ 3,108.09
2037	\$ 1,007.14	\$ 1,640.57	\$ -	\$ 462.00	\$ 3,109.72
2038	\$ 1,064.29	\$ 1,580.14	\$ -	\$ 471.24	\$ 3,115.67
2039	\$ 1,121.43	\$ 1,516.29	\$ -	\$ 480.67	\$ 3,118.38
2040	\$ 1,178.57	\$ 1,449.00	\$ -	\$ 490.28	\$ 3,117.85
2041	\$ 1,242.86	\$ 1,378.29	\$ -	\$ 500.09	\$ 3,121.23
2042	\$ 1,314.29	\$ 1,303.71	\$ -	\$ 510.09	\$ 3,128.09
2043	\$ 1,385.71	\$ 1,224.86	\$ -	\$ 520.29	\$ 3,130.86
2044	\$ 1,464.29	\$ 1,141.71	\$ -	\$ 530.70	\$ 3,136.70
2045	\$ 1,542.86	\$ 1,053.86	\$ -	\$ 541.31	\$ 3,138.02
2046	\$ 1,635.71	\$ 961.29	\$ -	\$ 552.14	\$ 3,149.14
2047	\$ 1,728.57	\$ 863.14	\$ -	\$ 563.18	\$ 3,154.89
2048	\$ 1,828.57	\$ 759.43	\$ -	\$ 574.44	\$ 3,162.44
2049	\$ 1,928.57	\$ 649.71	\$ -	\$ 585.93	\$ 3,164.22
2050	\$ 2,042.86	\$ 534.00	\$ -	\$ 597.65	\$ 3,174.51
2051	\$ 2,157.14	\$ 411.43	\$ -	\$ 609.60	\$ 3,178.17
2052	\$ 2,285.71	\$ 282.00	\$ -	\$ 621.79	\$ 3,189.51
2053	\$ 2,414.29	\$ 144.86	\$ -	\$ 634.23	\$ 3,193.37
<b>Total</b>	<b>\$ 36,707.14</b>	<b>\$ 42,535.26</b>	<b>\$ -</b>	<b>\$ 14,488.60</b>	<b>\$ 93,731.00</b>

**Footnotes:**

- [1] Interest is calculated at a rate of 6.00% for illustrative purposes.
- [2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.
- [3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.
- [4] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.