

Austin Colony Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

AUGUST 11, 2026



TABLE OF CONTENTS

Table of Contents	2
Introduction	3
Section I: Definitions	4
Section II: The District	9
Section III: Authorized Improvements	9
Section IV: Service Plan	11
Section V: Assessment Plan	12
Section VI: Terms of the Assessments	14
Section VII: Assessment Roll	21
Section VIII: Additional Provisions	21
Exhibits	24
Appendicies	25
Exhibit A-1 – District Legal Description	26
Exhibit A-2 – Improvement Area #1 Legal Description	29
Exhibit B-1 – District Boundary Map	32
Exhibit B-2 – Improvement Area #1 Boundary Map	33
Exhibit C – Authorized Improvements	34
Exhibit D – Service Plan	35
Exhibit E – Sources and Uses	36
Exhibit F – Improvement Area #1 Assessment Roll	37
Exhibit G – Improvement Area #1 Annual Installments	38
Exhibit H – Maximum Assessment and Tax Rate Equivalent	39
Exhibit I – Lot Type Classification Map	40
Exhibit J – Map of Improvement Area #1 Improvements	41
Exhibit K – Notice of PID Assessment Termination	47
Appendix A – Buyer Disclosures	50
Austin Colony Improvement Area #1 Initial Parcel buyer Disclosure	51
Austin Colony Improvement Area #1 Buyer Disclosure Lot Type 1	57
Austin Colony Improvement Area #1 Buyer Disclosure Lot Type 2	63
Appendix B – Engineer’s Report	69

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” or an “Exhibit” shall be a reference to a Section of this Service and Assessment Plan, or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On August 24, 2021, the City passed and approved Resolution No. 20210824-024 authorizing the creation of the District in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 164.50 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

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 the District based on the special benefits conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its 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 Improvement Area #1 Assessment Roll is included as **Exhibit F**.

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 Developer.

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

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

“Administrator” means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibility 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 of 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 the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

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

“Assessment” means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and 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 Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll attached as **Exhibit F**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of PID Bonds, if issued, or in any Annual Service Plan Updates..

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act including the Improvement Area #1 Improvements as described in **Section III** and depicted on **Exhibit J**.

“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.

“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.

“Developer” means Tejas-Angleton Development, LLC, a Texas limited liability company, 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.

“District” means the Austin Colony Public Improvement District containing approximately 164.5 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

“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.

“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**.

“Improvement Area #1” means approximately 16.366 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the annual installment payment of the Improvement Area #1 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 PID Bonds are issued to finance the Improvement Area #1 Improvements.

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

“Improvement Area #1 Assessment” means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein,

as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

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

“Improvement Area #1 Improvements” mean those Authorized Improvements that only benefit Improvement Area #1 Assessed Property, more specifically described in **Section III**.

“Improvement Area #1 Initial Parcel” means all of the Assessed Property within Improvement Area #1 against which the entire Improvement Area #1 Assessment is levied, as shown on the Improvement Area #1 Assessment Roll.

“Improvement Area #1 Reimbursement Obligation” means an amount not to exceed \$1,896,652, secured by Improvement Area #1 Assessments pursuant to the Reimbursement Agreement. The reimbursement schedule for the Improvement Area #1 Reimbursement Obligation is shown on **Exhibit G**.

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

“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 I**.

“Lot Type 1” means a Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot.

“Lot Type 2” means a Lot within Improvement Area #1 marketed to homebuilders as a 60’ Lot.

“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 H**.

“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 K**.

“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” mean bonds issued by the City, if applicable, to finance the Actual Costs of the Authorized Improvements.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final 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 of the Assessment.

“Prepayment Costs” mean interest and Annual Collection Costs incurred up to the date of Prepayment.

“Reimbursement Agreement” means that certain “Austin Colony Public Improvement District Reimbursement Agreement” effective April 14, 2026, by and between the City and the Developer.

“Service and Assessment Plan” means this Austin Colony Public Improvement District Service and Assessment Plan as amended, modified or updated 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**.

“Trustee” means a trustee (or successor trustee) under the applicable Indenture.

SECTION II: THE DISTRICT

The District includes approximately 164.50 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 568 lots developed into single-family homes.

Improvement Area #1 includes approximately 16.366 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to include approximately 50 lots developed into single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Improvement Area #1 Improvements confer a special benefit on the Improvement Area #1 Assessed Property. The Improvement Area #1 Improvements will be designed and constructed in accordance with the City's standards, regulations, requirements and specifications and will be owned and operated by the City unless otherwise noted. The budget for the Improvement Area #1 Improvements is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

- *Roadway*

Improvements including clearing and grubbing, mobilization, subgrade stabilization, road base, asphalt, concrete and reinforcing steel for roadways, testing, and streetlights. All related demolition, earthwork, excavation, 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), construction entrance, SWPPP sign and inspections and re-vegetation of all disturbed areas within Improvement Area #1 are included. The erosion control improvements will provide benefit to all lots within Improvement Area #1. The street improvements will provide benefit to each lot within Improvement Area #1.

- *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 Improvement Area #1 service.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, piping, encasing, boring, manholes, service connections, testing, related earthwork, excavation erosion control and all necessary appurtenances required to provide wastewater service to all lots within Improvement Area #1.

- *Storm Water*

Improvements includes pond excavation and embankment, soil testing, channels, concrete slope paving, construction of outfall structures, erosion controls, revegetation, earthen channels, swales, culvert piping and boxes, concrete flumes, detention ponds, concrete outfalls, and testing as well as all related earthwork, clearing, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all lots within Improvement Area #1.

- *Landscape and Trails*

The District includes landscaped areas, irrigation, signage and lighting at the entry ways in addition to grassed walk paths along the perimeter ditches to a grassed walking path around the detention pond. These improvements include erosion control measures, earthwork, site improvements, planting and vegetation. The landscaping, grassed walk paths and amenities improvements will provide benefit to all lots within Improvement Area #1.

- *Soft Costs*

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

B. Private Improvements

- *12-inch Waterline*

Includes costs associated with the extensions of a 12-inch waterline instead of the development need of an 8-inch waterline.

C. 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.

- *First Year Annual Collection Costs*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

D. District Formation Expenses

Costs associated with forming the District, including but not limited to, attorney fees, and any other cost or expense directly associated with the establishment of the District.

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 A**.

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 governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or 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 of Improvement Area #1 Assessed Property 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 Improvement Area #1 Assessments levied on the Improvement Area #1 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 Developer and all future owners and developers of the Improvement Area #1 Assessed Property.

A. Assessment Methodology

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

City, has determined that the Improvement Area #1 Improvements, Bond Issuance Costs, and District Formation Costs are allocated entirely to Improvement Area #1 Assessed Property.

B. Assessments

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

C. Findings of Special Benefit

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

- *Improvement Area #1*
 - The costs of the Authorized Improvements allocated to the Improvement Area #1 Assessed Property equal \$4,032,329, as shown on **Exhibit C**;
 - The Improvement Area #1 Assessed Property receives special benefit from the Authorized Improvements allocated to the Improvement Area #1 Assessed Property equal to or greater than the Actual Cost of the Authorized Improvements allocated to the Improvement Area #1 Assessed Property;
 - The Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Improvements, Bond Issuance Costs, and District Formation Costs, which equals \$2,217,129, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
 - The special benefit ($\geq$ \$4,032,329) received by the Improvement Area #1 Assessed Property for the Improvement Area #1 Improvements is equal to or greater than the amount of the Improvement Area #1 Assessments (\$2,217,129) levied on the Improvement Area #1 Assessed Property; and
 - At the time the City Council adopted the Assessment Ordinance levying the Improvement Area #1 Assessments, the Developer owned 100% of the Improvement Area #1 Assessed Property. The Developer acknowledged that Improvement Area #1 Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments

to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

D. 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.

E. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds 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 related to a series of PID Bonds and shall be deposited pursuant to the applicable Indenture.

The interest on the Improvement Area #1 Assessments securing the Improvement Area #1 Reimbursement Obligation shall be collected as part of the Improvement Area #1 Annual Installment pursuant to the Reimbursement Agreement, which will not include Additional Interest, unless and until PID Bonds are issued to finance the Improvement Area #1 Improvements.

F. Interest of the Improvement Area #1 Reimbursement Obligation

The interest on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation shall be collected at a rate of 6.75% in compliance with Section 372.023 of the PID Act which will not include additional interest.

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

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

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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

2. *Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated 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-Benefited Property
E = the number of 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 H** 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.

3. 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-Benefited 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. Provided that, however, such mandatory Prepayment of the Assessment shall not be required for portions of a Parcel that are dedicated or conveyed to the City, any other governmental entity or utility provider, or an owners association for use as internal roads, utilities, parks, drainage and detention facilities, and other similar improvements, in which case the Assessment that was allocated to the Parcel will be reallocated to the remainder of the Parcel. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit K**.

C. True-up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, 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.

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement the Actual Costs of any 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 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 that are not expected to be used for the purposes of the project fund as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by 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 Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property 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 Assessments in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G** shows the estimated Improvement Area #1 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

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-Benefited Property, as shown by the Brazoria County 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 in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate, or cause to be recalculated, the principal and interest of 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 Improvement Area #1 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2027.

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-Benefited Property, subject to an adjustment of the Assessment and Annual Installments 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 and Annual Installments 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 and Annual Installments 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-Benefited 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 and the Annual Installments will be adjusted accordingly.

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.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property 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 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 ordinance issuing applicable PID Bonds, 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. Certain tables in this Service and Assessment Plan have been rounded to the nearest whole dollar.

D. Form of Buyer Disclosure/Filing Requirements

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 as **Appendix A**. Within seven days of approval by the City Council, the City Secretary shall file and record in the real property records of the County the executed Assessment Ordinance approving this Service and Assessment Plan. In addition, the City Secretary shall similarly file each future Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

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

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area #1 Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses
Exhibit F	Improvement Area #1 Assessment Roll
Exhibit G	Improvement Area #1 Annual Installments
Exhibit H	Maximum Assessment Per Lot Type
Exhibit I	Lot Type Classification Map
Exhibit J	Map of Improvement Area #1 Improvements
Exhibit K	Notice of PID Assessment Termination

APPENDICIES

Appendix A Buyer Disclosures

Appendix B Improvement Area #1 Engineer's Report

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION



County: Brazoria
Project: 150 Acres Anchor Rd
Job No.: 14257

FIELD NOTES FOR 164.50 ACRE

Being a tract of land containing 164.50 acres (7,165,737 square feet), located within J. De J Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 164.50 acre tract being all of Lots 74, 80, 81, 82 and 83 and a portion of Lots 73, 75, 76, 77 and 84 of the New York and Texas Land Company Subdivision recorded under Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), being a 166.97 acre tract save and except a 2.472 acre tract recorded in the name of Gary W. Brackeen and wife, Monica P. Brackeen under Brazoria County Clerk's File (B.C.C.F.) No. 1996039439; Said 164.50 acres 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):

Overall 166.97 acre tract:

BEGINNING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 853.57 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the south corner of a called 1.50 acre tract recorded in the name of J.H. Tigner, III under B.C.C.F. No. 1983023448, for an angle point of the herein described tract;

THENCE, with the easterly lines of said 1.50 acre tract the following four (4) courses:

1. North 43 degrees 09 minutes 58 seconds East, at a distance of 1.35 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 122.66 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
2. North 49 degrees 37 minutes 04 seconds West, a distance of 128.89 feet to a 1/2-inch iron rod with cap found for an angle point;
3. North 42 degrees 06 minutes 44 seconds East, a distance of 126.66 feet to a 1/2-inch iron rod with cap found for an interior corner of the herein described tract;
4. North 49 degrees 03 minutes 29 seconds West, a distance of 208.32 feet to a 1/2-inch iron rod with cap found at the north corner of said 1.50 acre tract, for an interior corner of the herein described tract;

300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
Texas Firm Registration No. 10052500



THENCE, with the northwest line of said 1.50 acre tract, South 43 degrees 14 minutes 22 seconds West, at a distance of 235.10 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 237.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the northeast R.O.W. line of said Anchor Road, at the west corner of said 1.50 acre tract, for an angle point;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 329.32 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of an undeveloped road (sixty feet wide per Vol. 26, Page 140 B.C.D.R.) on the west line of said Lot 76, for the southwest corner of the herein described tract;

THENCE, with the east line of said undeveloped road and the west lines of said Lots 76, 75, 74 and 73, North 02 degrees 57 minutes 24 seconds West, a distance of 1,941.54 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 1999047350, for the northwest corner of the herein described tract;

THENCE, with the south line of said 10 acre tract, North 87 degrees 11 minutes 18 seconds East, a distance of 1,320.08 feet to a 5/8-inch iron rod found at southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2006070636, at the southeast corner of said 10 acre tract recorded in B.C.C.F. No. 1999047350, for the northwest corner of a 60' X 1,320' strip recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2003054771, for an angle point;

THENCE, with the west line of said a 60' X 1,320' strip, South 02 degrees 52 minutes 02 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of said a 60' X 1,320' strip, for an interior corner of the herein described tract;

THENCE, with the south line of said a 60' X 1,320' strip, North 87 degrees 07 minutes 58 seconds East, a distance of 1,321.11 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the west line of Karankawa Road (undeveloped sixty feet wide per Vol. 26, page 140 B.C.D.R.), at the southeast corner of said a 60' X 1,320' strip, for the northeast corner of the herein described tract;

THENCE, with the west R.O.W. line of said Karankawa Road, being the east line of Lots 84, 83, 82, 81 and 80, South 02 degrees 52 minutes 54 seconds East, a distance of 2,970.25 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of a twenty-foot drainage easement dedicated by the Second Replat of Angleton Meadows Subdivision recorded under Vol. 17, Page 263 of the B.C.P.R., for the southeast corner of said Lot 80 and the herein described tract;

THENCE, with the north line of said Angleton Meadows Subdivision and Angleton Meadows Business Park, and the south lines of said Lots 80 and 77, South 87 degrees 09 minutes 29 seconds West, a distance of 1,575.33 feet to the **POINT OF BEGINNING** and containing 166.97 acres of land.

300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
Texas Firm Registration No. 10052500



SAVE AND EXCEPT 2.47 ACRES:

COMMENCING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.);

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 1,245.66 feet to an angle point;

THENCE, through and across said Lot 76 the following five (5) courses:

1. North 42 degrees 49 minutes 04 seconds East, a distance of 284.35 feet to a 5/8-inch iron rod found for the south corner and **POINT OF BEGINNING** of the herein described tract;
2. North 18 degrees 16 minutes 53 seconds West, a distance of 571.37 feet to a 5/8-inch iron rod found at the northwest corner of the herein described tract;
3. North 88 degrees 50 minutes 27 seconds East, a distance of 299.56 feet to a 5/8-inch iron rod found at the northeast corner of the herein described tract;
4. South 00 degrees 07 minutes 27 seconds West, a distance of 434.88 feet to a 5/8-inch iron rod found at the southeast corner of the herein described tract;
5. South 46 degrees 22 minutes 47 seconds West, a distance of 164.83 feet to the **POINT OF BEGINNING** and containing 2.47 acres of land.

OVERALL: 166.97 ACRES

SAVE AND EXCEPT: 2.47 ACRES

TOTAL: 164.50 ACRES

A land title survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.

Devin Royal 10-16-20
Devin R. Royal
Registered Professional Land Surveyor
Texas Registration No. 6667



300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
Texas Firm Registration No. 10052500

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION



County: Brazoria County
Project: Austin Colony - Angleton
Job No.: 14257

DESCRIPTION OF 16.366 ACRES SECTION 1A

Being a 16.366 acre tract of land located within the Jose De Jesus Valderas Survey, Abstract No. 380, Brazoria County, Texas, being a portion of the remainder of a called 164.50 acre tract, as recorded in County Clerks File No. (C.C.F.N.) 2021067765 of the Official Public Records, Brazoria County, Texas (O.P.R.B.C.T.), and a portion of a called 92.078 acre tract, as recorded in C.C.F.N. 2025048380 of the O.P.R.B.C.T., combined referred to hereafter as the above referenced tract of land, said 16.366 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 a 5/8-inch iron rod with cap, stamped "Baker & Lawson" set for corner, being on the West line of the above referenced tract, same being on the East Right-of-Way (R.O.W.) line of County Road 44 – Anchor Road, from which a 1/2-inch iron rod with cap stamped Stroud found for the Southwest corner of the above reference tract, bears South 47°10'56" East, a distance of 99.45 feet;

THENCE North 47°10'56" West, along the West line of the above referenced tract, same being the East R.O.W. line of said County Road 44 – Anchor Road, a distance of 530.35 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 87°16'36" East, over and across the above referenced tract, a distance of 235.03 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 42°49'04" East, over and across the above referenced tract, a distance of 338.73 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE, over and across the above referenced tract, along a curve to the left, an arc distance of 199.35 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner; . said curve having a radius of 250.00 feet, a central angle of 045°41'16", and a chord which bears North 19°58'26" East, a distance of 194.11 feet;

THENCE North 02°52'12" West, over and across the above referenced tract, a distance of 183.01 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 87°07'48" East, over and across the above referenced tract, a distance of 95.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 02°52'12" 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;

THENCE North 87°07'48" East, over and across the above referenced tract, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 02°52'12" West, over and across the above referenced tract, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 87°07'48" East, over and across the above referenced tract, a distance of 10.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 02°52'12" East, over and across the above referenced tract, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

\\BLI-SRV01\jobs\140005\142005\14257\ENGINEERING-SURVEY\SURVEY\Plat\14257 Section 1A M&B.docx
Page 1 of 3

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

THENCE North 87°07'48" East, over and across the above referenced tract, a distance of 145.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 02°52'12" West, over and across the above referenced tract, a distance of 626.42 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE, over and across the above referenced tract, along a curve to the left, an arc distance of 192.65 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner; , said curve having a radius of 795.00 feet, a central angle of 013°53'02", and a chord which bears North 55°48'34" East, a distance of 192.17 feet;

THENCE, over and across the above referenced tract, along a curve to the right, an arc distance of 32.92 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner; , said curve having a radius of 705.00 feet, a central angle of 002°40'31", and a chord which bears North 50°12'19" East, a distance of 32.92 feet;

THENCE South 38°27'25" East, over and across the above referenced tract, a distance of 125.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE, over and across the above referenced tract, along a curve to the right, an arc distance of 62.31 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner; , said curve having a radius of 580.00 feet, a central angle of 006°09'19", and a chord which bears North 54°37'14" East, a distance of 62.28 feet;

THENCE South 33°17'22" East, over and across the above referenced tract, a distance of 180.04 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE, over and across the above referenced tract, along a curve to the left, an arc distance of 64.75 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner; , said curve having a radius of 400.00 feet, a central angle of 009°16'31", and a chord which bears South 53°30'19" West, a distance of 64.68 feet;

THENCE South 48°52'03" West, over and across the above referenced tract, a distance of 67.56 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 02°52'13" East, over and across the above referenced tract, a distance of 437.28 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 87°09'36" East, over and across the above referenced tract, a distance of 314.80 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 02°50'24" West, over and across the above referenced tract, a distance of 110.07 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 87°08'48" East, over and across the above referenced tract, a distance of 503.54 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 02°52'54" East, over and across the above referenced tract, a distance of 115.41 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 02°50'01" West, over and across the above referenced tract, a distance of 64.91 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 87°08'48" West, over and across the above referenced tract, a distance of 811.97 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 02°52'12" East, over and across the above referenced tract, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

\\BLI-SRV01\Jobs\14000s\14200s\14257\ENGINEERING-SURVEY\SURVEY\Plat\14257 Section 1A M&B.docx
Page 2 of 3

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

THENCE South 87°07'48" West, over and across the above referenced tract, a distance of 120.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 02°52'12" East, over and across the above referenced tract, a distance of 40.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 87°07'48" 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;

THENCE North 02°52'12" West, over and across the above referenced tract, a distance of 7.28 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 87°07'48" West, over and across the above referenced tract, a distance of 120.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 02°52'12" East, over and across the above referenced tract, a distance of 128.01 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE, over and across the above referenced tract, along a curve to the right, an arc distance of 438.57 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner; , said curve having a radius of 550.00 feet, a central angle of 045°41'16", and a chord which bears South 19°58'26" West, a distance of 427.04 feet;

THENCE South 42°49'04" West, over and across the above referenced tract, a distance of 180.24 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 25°00'42" East, over and across the above referenced tract, a distance of 198.53 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 87°09'29" West, over and across the above referenced tract, a distance of 191.66 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 42°25'50" West, over and across the above referenced tract, a distance of 97.87 feet to the **POINT OF BEGINNING** and containing 16.366 acres of land, more or less.

This metes & bounds description has been prepared in conjunction with a survey plat of the subject tract, a copy of which is on file at the offices of Baker & Lawson, Inc.

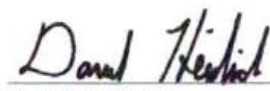

03/02/2026
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



EXHIBIT B-1 – DISTRICT BOUNDARY MAP

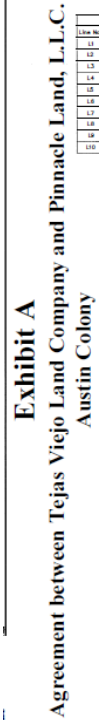


EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP



EXHIBIT 1
AUSTIN COLONY PUBLIC IMPROVEMENT DISTRICT NO. 5 CONSISTS OF 164.5 ACRES
IMPROVEMENT AREA A – SECTION 1A – CONSISTS 16.366 ACRES
11.438 ACRES (LOTS), 2.665 ACRES (DRAINAGE & DETENTION),
AND 2.263 ACRES (PLAYGROUND/PARK)



EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs ^[a]		Privately Funded		Improvement Area #1	
			%	Cost	%	Cost
Improvement Area #1 Improvements						
Roadway	\$ 861,795	0.00%	\$ -	100.00%	\$ 861,795	
Water	343,288	0.00%	-	100.00%	343,288	
Wastewater	351,436	0.00%	-	100.00%	351,436	
Storm Water	730,932	0.00%	-	100.00%	730,932	
Landscape and Parks	200,000	0.00%	-	100.00%	200,000	
Soft Costs ^[b]	696,304	0.00%	-	100.00%	696,304	
	\$ 3,183,755		\$ -		\$ 3,183,755	
Private Improvements						
12-inch Water Line ^[c]	\$ 42,502	100.00%	\$ 42,502	0.00%	\$ -	
	\$ 42,502		\$ 42,502		\$ -	
Bond Issuance Costs ^[d]						
Debt Service Reserve Fund	\$ 189,665		\$ -		\$ 189,665	
Capitalized Interest	-		-		-	
Underwriter Discount	205,110		-		205,110	
Cost of Issuance	113,799		-		113,799	
First Year Annual Collection Costs	40,000		-		40,000	
	\$ 548,574		\$ -		\$ 548,574	
District Formation						
District Formation Expenses	\$ 300,000	0.00%	\$ -	100.00%	\$ 300,000	
	\$ 300,000		\$ -		\$ 300,000	
Total	\$ 4,074,831		\$ 42,502		\$ 4,032,329	

Footnotes:

[a] Per the Engineering Report dated 2/25/2026 prepared by Baker & Lawson.

[b] Soft costs include engineering, staking, surveying.

[c] Not reimbursable through assessments or proceeds of PID Bonds. Costs may be reimbursed to the developer by the City from other funds.

[d] The amounts shown for Bond Issuance Costs are estimates and are subject to change when PID Bonds are issued.

EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Annual Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
<i>Improvement Area #1 Reimbursement Obligation</i>						
Principal		\$ 24,548.40	\$ 26,205.41	\$ 27,974.28	\$ 29,862.54	\$ 31,878.27
Interest		\$ 149,656.22	\$ 147,999.20	\$ 146,230.33	\$ 144,342.07	\$ 142,326.35
	(1)	\$ 174,204.61	\$ 174,204.61	\$ 174,204.61	\$ 174,204.61	\$ 174,204.61
Annual Collection Costs	(2)	\$ 20,000.00	\$ 20,400.00	\$ 20,808.00	\$ 21,224.16	\$ 21,648.64
Total Annual Installments	(3) = (1) + (2)	\$ 194,204.61	\$ 194,604.61	\$ 195,012.61	\$ 195,428.77	\$ 195,853.26

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Privately Funded	Total
Sources of Funds			
Improvement Area #1 Reimbursement Obligation	\$ 2,217,129	\$ -	\$ 2,217,129
Developer Contribution - Private Improvements ^[b]	-	42,502	42,502
Developer Contribution ^[a]	1,815,200	-	1,815,200
Total Sources	\$ 4,032,329	\$ 42,502	\$ 4,074,831
Uses of Funds			
Improvement Area #1 Improvements	\$ 3,183,755	\$ -	\$ 3,183,755
Private Improvements ^[b]	-	42,502	42,501.98
	\$ 3,183,755	\$ 42,502	\$ 3,226,257
<i>Bond Issuance Costs and District Formation Expenses^[c]</i>			
Debt Service Reserve Fund	\$ 189,665	\$ -	\$ 189,665
Capitalized Interest	-	-	-
Underwriter's Discount ^[d]	205,110	-	205,110
Cost of Issuance	113,799	-	113,799
First Year's Annual Collection Costs	40,000	-	40,000
	\$ 548,574	\$ -	\$ 548,574
<i>District Formation Expenses</i>			
District Formation Expenses	\$ 300,000	\$ -	\$ 300,000
	\$ 300,000	\$ -	\$ 300,000
Total Uses	\$ 4,032,329	\$ 42,502	\$ 4,074,831

Footnotes:

[a] Not reimbursable to the Owner through Assessments of the issuance of PID Bonds.

[b] Not reimbursable through assessments or proceeds of PID Bonds. Costs may be reimbursed to the developer by the City from other funds.

[c] Preliminary estimates only and subject to change upon issuance of PID Bonds

[d] Includes the fee of counsel to the Underwriter.

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

		Improvement Area #1	
		Outstanding Assessment	Installment Due 1/31/2027 ^[b]
Property ID ^[a]	Lot Type		
702613	Improvement Area #1 Initial Parcel	\$ 2,217,129	\$ 194,204.61
Total		\$ 2,217,129	\$ 194,204.61

Footnotes:

[a] Property IDs are preliminary and subject to change based on certified rolls provided by the County prior to billing.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

Note: Until a plat has been recorded and a Property ID has been assigned by the Appraisal District to each Lot within Improvement Area #1, the Improvement Area #1 Annual Installment will be allocated to each property ID within the Improvement Area #1 Initial Parcel based on the Brazoria County Appraisal District acreage for billing purposes only.

EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment Due ^{[b],[c]}
	Principal	Interest ^[a]		
2027	\$ 24,548.40	\$ 149,656.22	\$ 20,000.00	\$ 194,204.61
2028	\$ 26,205.41	\$ 147,999.20	\$ 20,400.00	\$ 194,604.61
2029	\$ 27,974.28	\$ 146,230.33	\$ 20,808.00	\$ 195,012.61
2030	\$ 29,862.54	\$ 144,342.07	\$ 21,224.16	\$ 195,428.77
2031	\$ 31,878.27	\$ 142,326.35	\$ 21,648.64	\$ 195,853.26
2032	\$ 34,030.05	\$ 140,174.57	\$ 22,081.62	\$ 196,286.23
2033	\$ 36,327.08	\$ 137,877.54	\$ 22,523.25	\$ 196,727.86
2034	\$ 38,779.15	\$ 135,425.46	\$ 22,973.71	\$ 197,178.33
2035	\$ 41,396.75	\$ 132,807.87	\$ 23,433.19	\$ 197,637.80
2036	\$ 44,191.03	\$ 130,013.59	\$ 23,901.85	\$ 198,106.47
2037	\$ 47,173.92	\$ 127,030.69	\$ 24,379.89	\$ 198,584.50
2038	\$ 50,358.16	\$ 123,846.45	\$ 24,867.49	\$ 199,072.10
2039	\$ 53,757.34	\$ 120,447.28	\$ 25,364.84	\$ 199,569.45
2040	\$ 57,385.96	\$ 116,818.66	\$ 25,872.13	\$ 200,076.75
2041	\$ 61,259.51	\$ 112,945.10	\$ 26,389.58	\$ 200,594.19
2042	\$ 65,394.53	\$ 108,810.09	\$ 26,917.37	\$ 201,121.98
2043	\$ 69,808.66	\$ 104,395.96	\$ 27,455.71	\$ 201,660.33
2044	\$ 74,520.74	\$ 99,683.87	\$ 28,004.83	\$ 202,209.44
2045	\$ 79,550.89	\$ 94,653.72	\$ 28,564.92	\$ 202,769.54
2046	\$ 84,920.58	\$ 89,284.04	\$ 29,136.22	\$ 203,340.84
2047	\$ 90,652.72	\$ 83,551.90	\$ 29,718.95	\$ 203,923.56
2048	\$ 96,771.77	\$ 77,432.84	\$ 30,313.33	\$ 204,517.94
2049	\$ 103,303.87	\$ 70,900.75	\$ 30,919.59	\$ 205,124.21
2050	\$ 110,276.88	\$ 63,927.73	\$ 31,537.99	\$ 205,742.60
2051	\$ 117,720.57	\$ 56,484.05	\$ 32,168.74	\$ 206,373.36
2052	\$ 125,666.71	\$ 48,537.91	\$ 32,812.12	\$ 207,016.73
2053	\$ 134,149.21	\$ 40,055.40	\$ 33,468.36	\$ 207,672.98
2054	\$ 143,204.28	\$ 31,000.33	\$ 34,137.73	\$ 208,342.34
2055	\$ 152,870.57	\$ 21,334.04	\$ 34,820.48	\$ 209,025.10
2056	\$ 163,189.33	\$ 11,015.28	\$ 35,516.89	\$ 209,721.51
Total	\$ 2,217,129.14	\$ 3,009,009.28	\$ 811,361.58	\$ 6,037,500.00

Footnotes:

[a] Interest is calculated at 6.75% for year 1-5, and 6.75% for the remaining term. The Municipal Bond Index rate for the month preceding the levy is 5.01%. Interest charged is compliant with Section 372.023 of the PID Act. If and when PID Bonds are issued, the interest rate on the Improvement Area #1 Assessments will adjust to the PID Bond rate plus Additional Interest.

[b] 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.

[c] The Annual Installments will not be increased at bond sale if the interest rates on the PID Bonds plus Additional Interest are higher than the Reimbursement Obligation Rate.

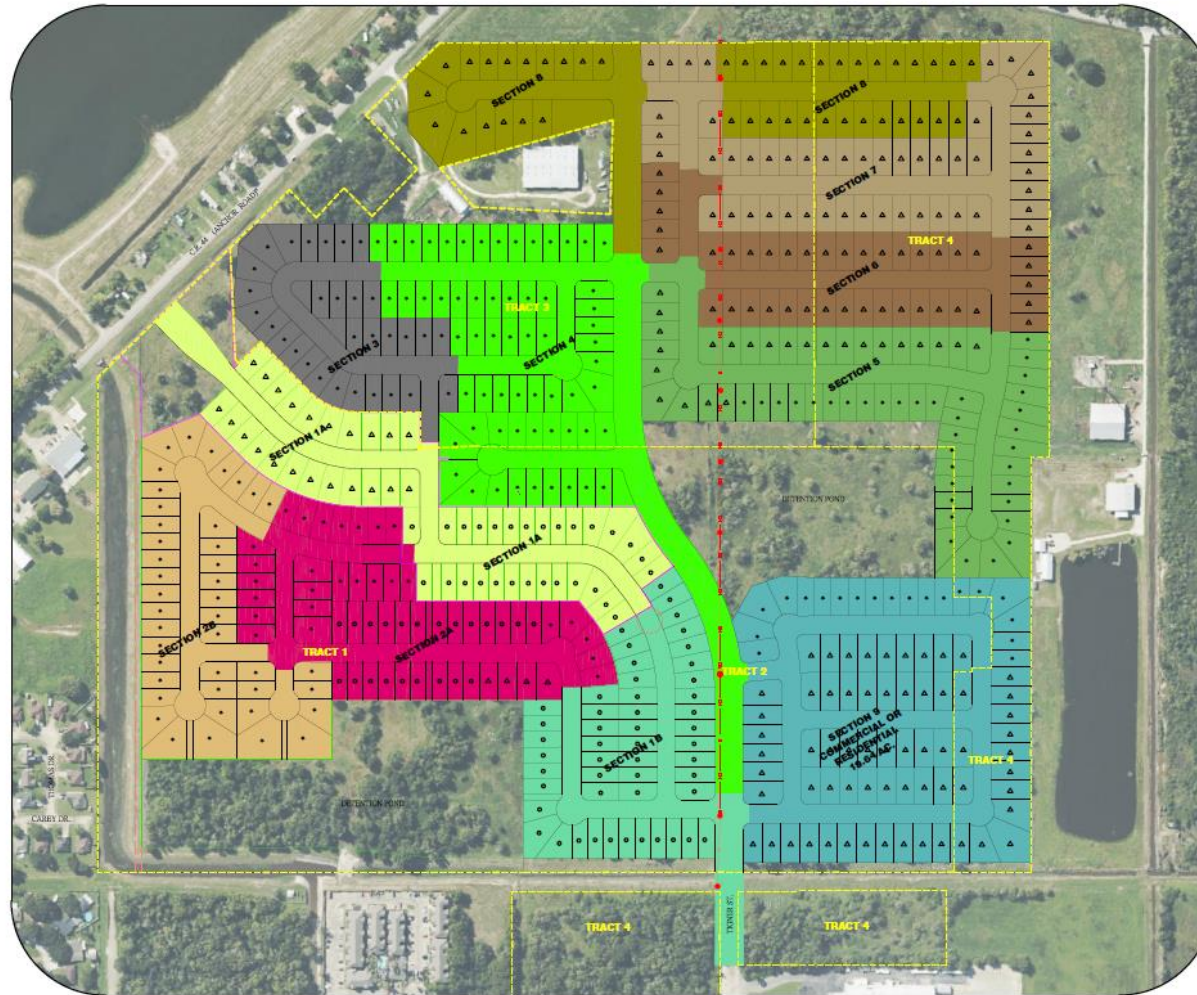
EXHIBIT H – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ^[a]	Finished Lot Value ^[a]		Estimated Buildout Value ^[a]		Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1										
Lot Type 1	28	\$ 62,500	\$ 1,750,000	\$ 300,000	\$ 8,400,000	\$ 41,312.97	\$ 1,156,763	\$ 3,750.00	\$ 105,000	\$ 1.2500
Lot Type 2	22	75,000	1,650,000	350,000	7,700,000	48,198.46	1,060,366	4,375.00	96,250	1.2500
IA#1 Subtotal	50	\$ 3,400,000		\$ 16,100,000		\$ 2,217,129		\$ 201,250		\$ 1.2500
Total	50	\$ 40,012,500		\$ 16,100,000		\$ 2,217,129		\$ 201,250		\$ 1.2500

Footnotes:

[a] As provided in the Developer Land Plan dated 3/3/2025.

EXHIBIT I – LOT TYPE CLASSIFICATION MAP



DATE: 03/03/25



LOT SUMMARY

	SECTION 1A 50 LOTS 28x50, 25x60
	SECTION 1B 50 LOTS 30x50
	SECTION 2A 55 LOTS 22-50', 27-55', 4-60'
	SECTION 2B 45 LOTS 40x55'
	SECTION 3 50 LOTS 30x55'
	SECTION 4 65 LOTS 61-55'
	SECTION 5 50 LOTS 35x55', 26x60'
	SECTION 6 40 LOTS 40-60'
	SECTION 7 50 LOTS 50-60'
	SECTION 8 45 LOTS 45-60'
	SECTION 9 COMMERCIAL RESERVE OR RESIDENTIAL 19x55', 64x60'

- 50' LOTS
- 55' LOTS
- △ 60' LOTS

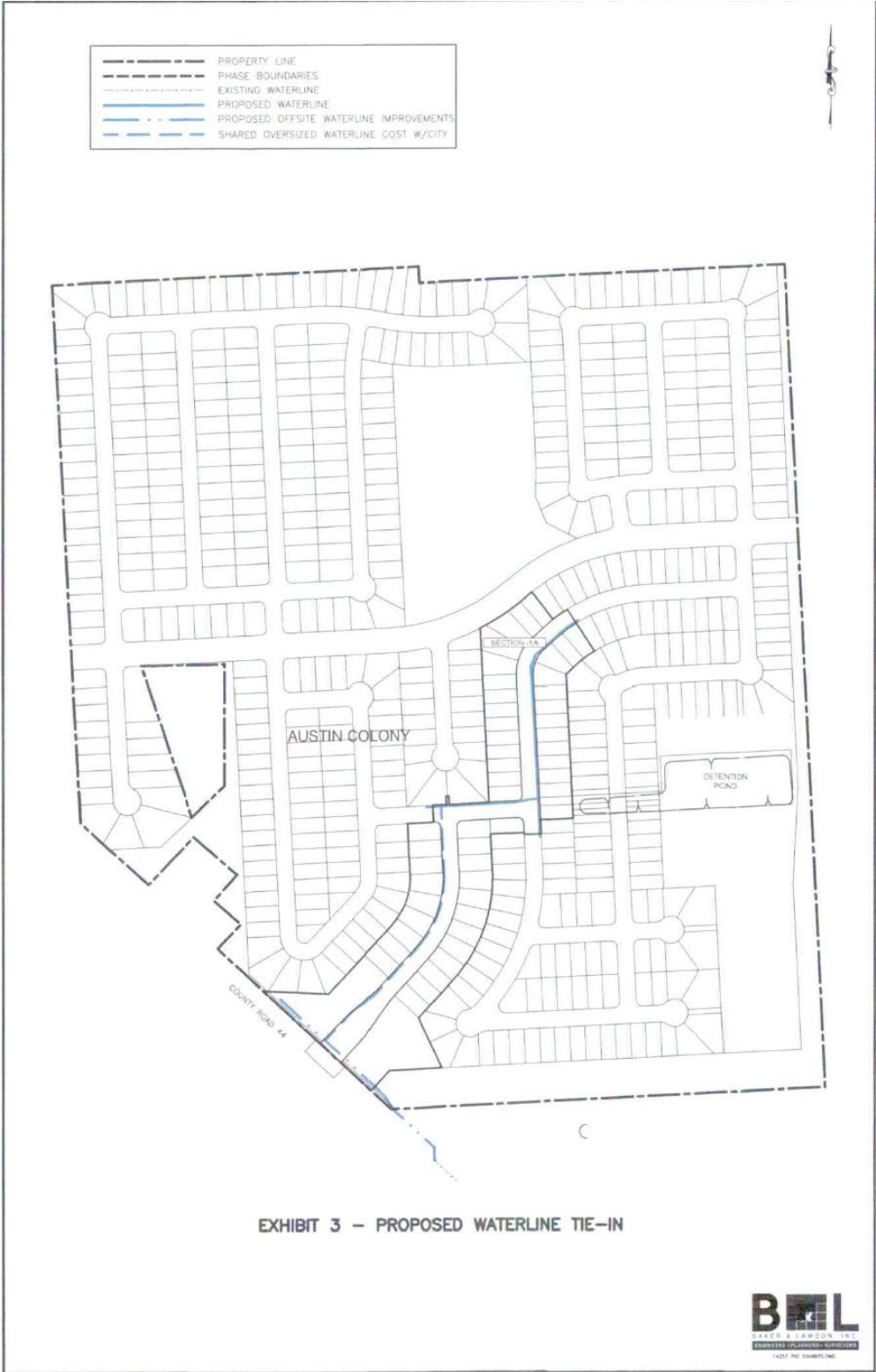
TOTAL LOTS

568
100 - 50' LOTS
214 - 55' LOTS
254 - 60' LOTS

EXHIBIT 6 COMMERCIAL
Austin Colony
Subdivision
164.50 ACRES OF LAND



EXHIBIT J – MAP OF IMPROVEMENT AREA #1 IMPROVEMENTS



	PROPERTY LINE
	PHASE BOUNDARIES
	PROPOSED STORM SEWER LINE
	OVERSIZED STORM SEWER FOR FUTURE SEC 3 & 4
	FUTURE STORM SEWER SEC 3 & 4



EXHIBIT 4 - PROPOSED STORM SEWER







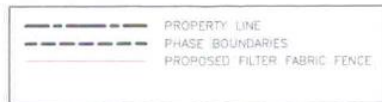


EXHIBIT 7 – PROPOSED FILTER FABRIC FENCE



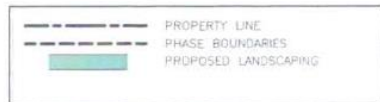


EXHIBIT 8 – PLAYGROUND/PARK/LANDSCAPING



EXHIBIT K – NOTICE OF PID ASSESSMENT TERMINATION



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

[Date]
Brazoria County Clerk's Office
Honorable [County Clerk Name]
1524 E Mulberry St
Angleton, Texas 77515

Re: City of Angleton Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

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 below:

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
P: (817) 393-0353
admin@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

§

§

KNOW 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 extraterritorial jurisdiction of the City; and

WHEREAS, on or about August 24, 2021, the City Council for the City, approved Resolution No. 20210824-024, creating the Austin Colony Public Improvement District; and

WHEREAS, the Austin Colony Public Improvement District consists of approximately 164.5 contiguous acres located within the corporate limits of the City; and

WHEREAS, on or about _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Austin Colony 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
[Manager Name], City Manager for the City of Angleton, Texas, on behalf of said municipality.

Notary Public, State of Texas

APPENDIX A – BUYER DISCLOSURES

Buyer Disclosures for the following are found in this Appendix:

- Improvement Area #1 – Initial Parcel
- Improvement Area #1 – Lot Type 1
- Improvement Area #1 – Lot Type 2

AUSTIN COLONY IMPROVEMENT AREA #1 INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$2,217,129.14

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 ***Austin Colony 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.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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]⁴

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

ANNUAL INSTALLMENTS - INITIAL PARCEL

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^{[b],[c]}
2027	\$ 24,548.40	\$ 149,656.22	\$ 20,000.00	\$ 194,204.61
2028	\$ 26,205.41	\$ 147,999.20	\$ 20,400.00	\$ 194,604.61
2029	\$ 27,974.28	\$ 146,230.33	\$ 20,808.00	\$ 195,012.61
2030	\$ 29,862.54	\$ 144,342.07	\$ 21,224.16	\$ 195,428.77
2031	\$ 31,878.27	\$ 142,326.35	\$ 21,648.64	\$ 195,853.26
2032	\$ 34,030.05	\$ 140,174.57	\$ 22,081.62	\$ 196,286.23
2033	\$ 36,327.08	\$ 137,877.54	\$ 22,523.25	\$ 196,727.86
2034	\$ 38,779.15	\$ 135,425.46	\$ 22,973.71	\$ 197,178.33
2035	\$ 41,396.75	\$ 132,807.87	\$ 23,433.19	\$ 197,637.80
2036	\$ 44,191.03	\$ 130,013.59	\$ 23,901.85	\$ 198,106.47
2037	\$ 47,173.92	\$ 127,030.69	\$ 24,379.89	\$ 198,584.50
2038	\$ 50,358.16	\$ 123,846.45	\$ 24,867.49	\$ 199,072.10
2039	\$ 53,757.34	\$ 120,447.28	\$ 25,364.84	\$ 199,569.45
2040	\$ 57,385.96	\$ 116,818.66	\$ 25,872.13	\$ 200,076.75
2041	\$ 61,259.51	\$ 112,945.10	\$ 26,389.58	\$ 200,594.19
2042	\$ 65,394.53	\$ 108,810.09	\$ 26,917.37	\$ 201,121.98
2043	\$ 69,808.66	\$ 104,395.96	\$ 27,455.71	\$ 201,660.33
2044	\$ 74,520.74	\$ 99,683.87	\$ 28,004.83	\$ 202,209.44
2045	\$ 79,550.89	\$ 94,653.72	\$ 28,564.92	\$ 202,769.54
2046	\$ 84,920.58	\$ 89,284.04	\$ 29,136.22	\$ 203,340.84
2047	\$ 90,652.72	\$ 83,551.90	\$ 29,718.95	\$ 203,923.56
2048	\$ 96,771.77	\$ 77,432.84	\$ 30,313.33	\$ 204,517.94
2049	\$ 103,303.87	\$ 70,900.75	\$ 30,919.59	\$ 205,124.21
2050	\$ 110,276.88	\$ 63,927.73	\$ 31,537.99	\$ 205,742.60
2051	\$ 117,720.57	\$ 56,484.05	\$ 32,168.74	\$ 206,373.36
2052	\$ 125,666.71	\$ 48,537.91	\$ 32,812.12	\$ 207,016.73
2053	\$ 134,149.21	\$ 40,055.40	\$ 33,468.36	\$ 207,672.98
2054	\$ 143,204.28	\$ 31,000.33	\$ 34,137.73	\$ 208,342.34
2055	\$ 152,870.57	\$ 21,334.04	\$ 34,820.48	\$ 209,025.10
2056	\$ 163,189.33	\$ 11,015.28	\$ 35,516.89	\$ 209,721.51
Total	\$ 2,217,129.14	\$ 3,009,009.28	\$ 811,361.58	\$ 6,037,500.00

Footnotes:

[a] Interest is calculated at 6.75% for year 1-5, and 6.75% for the remaining term. The Municipal Bond Index rate for the month preceding the levy is 5.01%. Interest charged is compliant with Section 372.023 of the PID Act. If and when PID Bonds are issued, the interest rate on the Improvement Area #1 Assessments will adjust to the PID Bond rate plus Additional Interest.

[b] 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.

[c] The Annual Installments will not be increased at bond sale if the interest rates on the PID Bonds plus Additional Interest are higher than the Reimbursement Obligation Rate.

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

AUSTIN COLONY IMPROVEMENT AREA #1 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 RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$41,312.97

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 ***Austin Colony 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.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^{[b],[c]}
2027	\$ 457.42	\$ 2,788.63	\$ 372.67	\$ 3,618.72
2028	\$ 488.30	\$ 2,757.75	\$ 380.12	\$ 3,626.17
2029	\$ 521.26	\$ 2,724.79	\$ 387.73	\$ 3,633.78
2030	\$ 556.44	\$ 2,689.60	\$ 395.48	\$ 3,641.53
2031	\$ 594.00	\$ 2,652.04	\$ 403.39	\$ 3,649.44
2032	\$ 634.10	\$ 2,611.95	\$ 411.46	\$ 3,657.51
2033	\$ 676.90	\$ 2,569.15	\$ 419.69	\$ 3,665.74
2034	\$ 722.59	\$ 2,523.46	\$ 428.08	\$ 3,674.13
2035	\$ 771.37	\$ 2,474.68	\$ 436.64	\$ 3,682.69
2036	\$ 823.44	\$ 2,422.61	\$ 445.38	\$ 3,691.42
2037	\$ 879.02	\$ 2,367.03	\$ 454.28	\$ 3,700.33
2038	\$ 938.35	\$ 2,307.70	\$ 463.37	\$ 3,709.42
2039	\$ 1,001.69	\$ 2,244.36	\$ 472.64	\$ 3,718.69
2040	\$ 1,069.30	\$ 2,176.75	\$ 482.09	\$ 3,728.14
2041	\$ 1,141.48	\$ 2,104.57	\$ 491.73	\$ 3,737.78
2042	\$ 1,218.53	\$ 2,027.52	\$ 501.57	\$ 3,747.61
2043	\$ 1,300.78	\$ 1,945.27	\$ 511.60	\$ 3,757.65
2044	\$ 1,388.59	\$ 1,857.46	\$ 521.83	\$ 3,767.88
2045	\$ 1,482.31	\$ 1,763.73	\$ 532.27	\$ 3,778.31
2046	\$ 1,582.37	\$ 1,663.68	\$ 542.91	\$ 3,788.96
2047	\$ 1,689.18	\$ 1,556.87	\$ 553.77	\$ 3,799.82
2048	\$ 1,803.20	\$ 1,442.85	\$ 564.84	\$ 3,810.89
2049	\$ 1,924.92	\$ 1,321.13	\$ 576.14	\$ 3,822.19
2050	\$ 2,054.85	\$ 1,191.20	\$ 587.66	\$ 3,833.71
2051	\$ 2,193.55	\$ 1,052.50	\$ 599.42	\$ 3,845.47
2052	\$ 2,341.62	\$ 904.43	\$ 611.41	\$ 3,857.45
2053	\$ 2,499.67	\$ 746.37	\$ 623.63	\$ 3,869.68
2054	\$ 2,668.40	\$ 577.65	\$ 636.11	\$ 3,882.16
2055	\$ 2,848.52	\$ 397.53	\$ 648.83	\$ 3,894.88
2056	\$ 3,040.80	\$ 205.25	\$ 661.81	\$ 3,907.85
Total	\$ 41,312.97	\$ 56,068.50	\$ 15,118.54	\$ 112,500.00

Footnotes:

[a] Interest is calculated at 6.75% for year 1-5, and 6.75% for the remaining term. The Municipal Bond Index rate for the month preceding the levy is 5.01%. Interest charged is compliant with Section 372.023 of the PID Act. If and when PID Bonds are issued, the interest rate on the Improvement Area #1 Assessments will adjust to the PID Bond rate plus Additional Interest.

[b] 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.

[c] The Annual Installments will not be increased at bond sale if the interest rates on the PID Bonds plus Additional Interest are higher than the Reimbursement Obligation Rate.

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

AUSTIN COLONY IMPROVEMENT AREA #1 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 RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$48,198.46

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 ***Austin Colony 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.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^{[b],[c]}
2027	\$ 533.66	\$ 3,253.40	\$ 434.78	\$ 4,221.84
2028	\$ 569.68	\$ 3,217.37	\$ 443.48	\$ 4,230.54
2029	\$ 608.14	\$ 3,178.92	\$ 452.35	\$ 4,239.40
2030	\$ 649.19	\$ 3,137.87	\$ 461.39	\$ 4,248.45
2031	\$ 693.01	\$ 3,094.05	\$ 470.62	\$ 4,257.68
2032	\$ 739.78	\$ 3,047.27	\$ 480.04	\$ 4,267.09
2033	\$ 789.72	\$ 2,997.34	\$ 489.64	\$ 4,276.69
2034	\$ 843.03	\$ 2,944.03	\$ 499.43	\$ 4,286.49
2035	\$ 899.93	\$ 2,887.13	\$ 509.42	\$ 4,296.47
2036	\$ 960.67	\$ 2,826.38	\$ 519.61	\$ 4,306.66
2037	\$ 1,025.52	\$ 2,761.54	\$ 530.00	\$ 4,317.05
2038	\$ 1,094.74	\$ 2,692.31	\$ 540.60	\$ 4,327.65
2039	\$ 1,168.64	\$ 2,618.42	\$ 551.41	\$ 4,338.47
2040	\$ 1,247.52	\$ 2,539.54	\$ 562.44	\$ 4,349.49
2041	\$ 1,331.73	\$ 2,455.33	\$ 573.69	\$ 4,360.74
2042	\$ 1,421.62	\$ 2,365.44	\$ 585.16	\$ 4,372.22
2043	\$ 1,517.58	\$ 2,269.48	\$ 596.86	\$ 4,383.92
2044	\$ 1,620.02	\$ 2,167.04	\$ 608.80	\$ 4,395.86
2045	\$ 1,729.37	\$ 2,057.69	\$ 620.98	\$ 4,408.03
2046	\$ 1,846.10	\$ 1,940.96	\$ 633.40	\$ 4,420.45
2047	\$ 1,970.71	\$ 1,816.35	\$ 646.06	\$ 4,433.12
2048	\$ 2,103.73	\$ 1,683.32	\$ 658.99	\$ 4,446.04
2049	\$ 2,245.74	\$ 1,541.32	\$ 672.17	\$ 4,459.22
2050	\$ 2,397.32	\$ 1,389.73	\$ 685.61	\$ 4,472.67
2051	\$ 2,559.14	\$ 1,227.91	\$ 699.32	\$ 4,486.38
2052	\$ 2,731.88	\$ 1,055.17	\$ 713.31	\$ 4,500.36
2053	\$ 2,916.29	\$ 870.77	\$ 727.57	\$ 4,514.63
2054	\$ 3,113.14	\$ 673.92	\$ 742.12	\$ 4,529.18
2055	\$ 3,323.27	\$ 463.78	\$ 756.97	\$ 4,544.02
2056	\$ 3,547.59	\$ 239.46	\$ 772.11	\$ 4,559.16
Total	\$ 48,198.46	\$ 65,413.25	\$ 17,638.30	\$ 131,250.00

Footnotes:

[a] Interest is calculated at 6.75% for year 1-5, and 6.75% for the remaining term. The Municipal Bond Index rate for the month preceding the levy is 5.01%. Interest charged is compliant with Section 372.023 of the PID Act. If and when PID Bonds are issued, the interest rate on the Improvement Area #1 Assessments will adjust to the PID Bond rate plus Additional Interest.

[b] 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.

[c] The Annual Installments will not be increased at bond sale if the interest rates on the PID Bonds plus Additional Interest are higher than the Reimbursement Obligation Rate.

APPENDIX B – ENGINEER’S REPORT

[Remainder of page left intentionally blank.]