

Raburn Reserve Public Improvement District

2022 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN
OCTOBER 3, 2022



TABLE OF CONTENTS

Table of Contents	1
Introduction	2
Section I: Definitions	4
Section II: The District	11
Section III: Authorized Improvements	11
Section IV: Service Plan	15
Section V: Assessment Plan	15
Section VI: Terms of the Assessments	19
Section VII: Assessment Roll	25
Section VIII: Additional Provisions	26
List of Exhibits	29
Exhibit A-1 – District Legal Description	30
Exhibit A-2 – Improvement Area #1 Legal Description	32
Exhibit A-3 – Improvement Area #2 Legal Description	34
Exhibit B – District Boundary Map	36
Exhibit C – Authorized Improvements	37
Exhibit D – Service Plan	38
Exhibit E – Sources and Uses	39
Exhibit F – Improvement Area #1 Total Assessment Roll	40
Exhibit G – Improvement Area #1 Annual Installments	44
Exhibit H – Improvement Area #2 Total Assessment Roll	45
Exhibit I – Improvement Area #2 Annual Installments	46
Exhibit J – Maximum Assessment and Special Benefit per Lot Type	47
Exhibit K – Concept Plan	48
Exhibit L – Improvement Area #1 Improvements Maps	49
Exhibit M – Improvement Area #2 Improvements Maps	54
Exhibit N – Notice of PID Assessment Termination	59
Exhibit O – Improvement Area #1 Plat	62
Exhibit P – Improvement Area #2 Plat	66
Exhibit Q-1 – Raburn Reserve Public Improvement District – Lot Type 1 Buyer Disclosure	68
Exhibit Q-2 – Raburn Reserve Public Improvement District – Lot Type 2 Buyer Disclosure	74

INTRODUCTION

Capitalized terms used in this 2022 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2022 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2022 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes.

On October 7, 2019, the City passed and approved Resolution No. 2019-41 authorizing the creation of the District in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

On November 4, 2019, the City passed and approved Resolution No. 2019-45 which amends and restates Resolution No. 2019-41 by incorporating the increased area of the District as a result of right-of-way abandonments. The revised boundary of the District encompasses approximately 105.05 acres.

On September 21, 2020, the City adopted Ordinance No. 2020-26 approving the 2020 Service and Assessment Plan and Assessment Roll for the Raburn Reserve Public Improvement District. The Ordinance also levied assessments against benefited properties within the District and established a lien on such properties.

On December 7, 2020, the City passed and approved Resolution No. 2020-43 which amends and restates Resolution No. 2019-45 by incorporating an additional 5.082 acres into the area of the District. The revised boundary of the District encompasses approximately 110.12 acres.

On August 16, 2021, the City approved Resolution No. 2021-26 approving the 2021 Annual Service Plan Update for the District. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

On August 1, 2022, the City approved Ordinance No. 2022-26 approving the 2022 Annual Service Plan Update for the District. The 2022 Annual Service Plan Update updated Assessment Rolls for 2022.

The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 110.12 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B**.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2022 Amended and Restated Service and Assessment Plan, which

serves to amend and restate the 2020 Service and Assessment Plan, as updated by the 2022 Annual Service Plan Update, in its entirety for the purposes of (1) levying Improvement Area #2 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #2 Series 2022 Bonds and the Improvement Area #1 Series 2022 Bonds, incorporating provisions relating to the City's Improvement Area #2 Reimbursement Obligation and (3) updating the Assessment Rolls.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The updated Improvement Area #1 Assessment Roll is contained in **Exhibit F**. The Improvement Area #2 Assessment Roll is contained in **Exhibit H**.

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

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

SECTION I: DEFINITIONS

“2020 Service and Assessment Plan” means the original Service and Assessment Plan approved by City Council on September 21, 2020.

“2021 Annual Service Plan Update” means the Annual Service Plan Update to the 2020 Service and Assessment Plan approved by City Council on August 16, 2021.

“2022 Annual Service Plan Update” means the Annual Service Plan Update to the 2020 Service and Assessment Plan approved by City Council on August 1, 2022.

“2022 Amended and Restated Service and Assessment Plan” means this Amended and Restated Service and Assessment Plan which serves to amend and restate the 2020 Service and Assessment Plan, as updated by the 2021 Annual Service Plan Update and the 2022 Annual Service Plan Update, in its entirety for the purposes of (1) levying Improvement Area #2 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Series 2022 Bonds and Improvement Area #1 Series 2022 Bonds, incorporating provisions relating to the City’s Improvement Area #2 Reimbursement Obligation and (3) updating the Assessment Rolls.

“Actual Costs” mean, with respect to Authorized Improvements, the Developer’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in this 2022 Amended and Restated Service and Assessment Plan, except for authorized reallocations, which include Cost Underruns (as defined in the Development Agreement) in any category of Authorized Improvements being reallocated to cover Cost Overruns (as defined in the Development Agreement) in any different category of Authorized Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Developer (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of cost of the Authorized Improvements; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

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

“Additional Interest Rate” means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Improvement Area #2 Assessments securing the Improvement Area #2 Reimbursement Obligation.

“Administrator” means the City or the person or firm designated by the City who shall have the responsibility provided in this 2022 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2022 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, the administration of the Improvement Area #2 Reimbursement Agreement, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment on the 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, as applicable.

“Annual Service Plan Update” means an update to the 2022 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied and does not include Non-Benefited Property.

“Assessment” means an assessment (including interest thereon) 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.

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

“Assessment Roll” means the assessment roll for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit F** and the Improvement Area #2 Assessment Roll is included as **Exhibit H**.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including First Year Annual Collection Costs and Bond Issuance Costs, as described in **Section III**.

“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, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Tomball, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Harris County, Texas.

“Delinquency and Prepayment Reserve Fund” means the funds established pursuant to the Indenture where the Additional Interest will be deposited.

“Delinquent Collection Costs” mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2022 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees to the extent permitted by law, but excluding amounts representing interest and penalty interest.

“Developer” means HT Raburn Reserve Development, L.P. a Texas limited partnership, and any successor developer of property in the District or any portion thereof.

“Development Agreement” means that certain Raburn Reserve Development Agreement between the City and the Developer dated as of October 7, 2019, as amended by that certain First Amendment to Raburn Reserve Development Agreement effective June 15, 2020.

“District” means the Raburn Reserve Public Improvement District containing approximately 110.12 acres located within the City as shown on **Exhibit B** and more specifically described on **Exhibit A-1**.

“District Formation Expenses” means costs related to the formation of the District and the levy of Assessments including attorney fees, financial consultant fees, and other fees.

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property, and shall be determined by the Administrator 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 may impact value.

“First Year Annual Collection Costs” means the estimated Annual Collection Costs for the first year following the levy of Assessments.

“Future Improvement Areas” means the property within the District, excluding Improvement Area #1 and Improvement Area #2. Future Improvement Areas may be developed in phases after Improvement Area #1 and Improvement Area #2.

“Future Improvement Area Bonds” mean bonds issued to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area that are secured by Assessments levied on Assessed Property within such Future Improvement Area, if such bonds are issued.

“Future Improvement Area Improvements” mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and each area within the Future Improvement Areas that is specifically defined and designated as a phase of the District.

“Improvement Area #1” means approximately 38.50 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #1 Plat attached as **Exhibit O**.

“Improvement Area #1 Series 2020 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2020 (Raburn Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Series 2022 Bonds” mean those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District

Improvement Area #1)", that are secured by Improvement Area #1 Assessments.

"Improvement Area #1 Annual Installment" means the annual installment payment on 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.

"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 a Parcel within Improvement Area #1 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 Improvements" mean those Authorized Improvements that only benefit Improvement Area #1.

"Improvement Area #1 Plat" means the plat recorded in the Official Public Records of the County on August 12, 2020 and attached as **Exhibit O**.

"Improvement Area #2" means approximately 35.15 acres located within the District, as shown on **Exhibit B** and more specifically detailed on **Exhibit A-3**.

"Improvement Area #2 Additional Bonds" means those PID Bonds that are anticipated to be issued to refund the Improvement Area #2 Reimbursement Obligation that are secured by Improvement Area #2 Assessments.

"Improvement Area #2 Annual Installment" means the annual installment payment on the Improvement Area #2 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, as applicable. The Additional Interest Rate is not charged on Improvement Area #2 Assessments securing the Improvement Area #2 Reimbursement Obligation.

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

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

"Improvement Area #2 Improvements" mean those Authorized Improvements that only benefit Improvement Area #2.

“Improvement Area #2 Plat” means the plat recorded in the Official Public Records of the County on February 18, 2022 and attached as **Exhibit P**.

“Improvement Area #2 Series 2022 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2)”, that are secured by Improvement Area #2 Assessments.

“Improvement Area #2 Reimbursement Agreement” means that certain “Raburn Reserve Public Improvement District Improvement Area #2 Acquisition and Reimbursement Agreement” effective ____, 202_ entered into by and between the City and Developer, whereby all or a portion of the Actual Costs as set forth herein will be paid to the Developer from Improvement Area #2 Assessments to reimburse the Developer for Actual Costs paid by the Developer, that are eligible to be paid with Improvement Area #2 Assessments plus interest.

“Improvement Area #2 Reimbursement Obligation” means an amount not to exceed \$2,744,000 secured by Improvement Area #2 Assessments to be paid to Developer pursuant to the Improvement Area #2 Reimbursement Agreement.

“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.

“Lot” means a tract of land upon which the levy of Assessments is based in this 2022 Amended and Restated Service and Assessment Plan, that is (1) a “lot” in a subdivision plat recorded in the official records of the County, (2) a development/concept plan or (3) a preliminary plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. general retail, light industrial, multi-family, single family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council.

“Lot Type 1” means a residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot as shown on **Exhibit K**.

“Lot Type 2” means a residential Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot as shown on **Exhibit K**.

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

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit. Assessed Property converted to Non-Benefited

Property, if the Assessments are not reallocated pursuant to the provisions herein, remain subject to the Assessments and requires the Assessments to be prepaid as provided herein.

“Owner” means the person in whom is vested the ownership, dominion, or title of property.

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

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

“PID Bonds” means bonds issued by the City to finance the Authorized Improvements and secured in whole or in part by Assessments, including Annual Installments thereof; and include Improvement Area #1 Series 2020, Improvement Area #1 Series 2022 Bonds and Improvement Area #2 Series 2022 Bonds.

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

“Prepayment Costs” means principal and interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment, and including any penalties.

“Reimbursement Agreement” means any reimbursement agreement, including the Improvement Area #2 Reimbursement Agreement, between the City and the Developer pursuant to which the City agrees to levy Assessments on an Improvement Area and all or a portion of such Assessments are paid to the Developer to reimburse the Actual Costs related to such Improvement Area.

“Reimbursement Obligation” means the amount to be paid to the Developer pursuant to a Reimbursement Agreement.

“Residential Lot” means a Lot designed to include a residential home within a final subdivision plat and as determined by the Administrator and confirmed by the City Council.

“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 110.12 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B**. Development of the District is anticipated to include approximately 391 single-family homes, as shown on **Exhibit K**.

Improvement Area #1 includes approximately 38.50 acres as more particularly described in the Improvement Area #1 Plat on **Exhibit O** and depicted on **Exhibit B**. Development of Improvement Area #1 contains 133 single-family homes.

Improvement Area #2 includes approximately 35.15 acres as more particularly described in the Improvement Area #2 Plat on **Exhibit P** and depicted on **Exhibit B**. Development of Improvement Area #2 is anticipated to contain 118 single-family homes.

It is anticipated there will be one additional Future Improvement Area within the District. As Future Improvement Areas are developed and in connection with the issuance of any Future Improvement Area Bonds, this 2022 Amended and Restated Service and Assessment Plan will be amended to update the Exhibits. A map of the property that will comprise the Future Improvement Areas is depicted on **Exhibit B**.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, 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 Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Improvement Area #1 Improvements

▪ *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, and retaining walls. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater services to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention, Clearing and Grubbing*

Improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

B. Improvement Area #2 Improvements

▪ *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

▪ *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

▪ *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

▪ *Detention, Clearing and Grubbing*

Improvements including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

City, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

C. Future Improvement Area Improvements

As Future Improvement Areas are developed and Assessments are levied on Assessed Property within the Future Improvement Areas, this 2022 Amended and Restated Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the Assessed Property inside each Future Improvement Area.

D. First Year Annual Collection Costs

Equals the estimated cost of first year District administration.

E. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Deposit to Delinquency and Prepayment Reserve Fund*

Includes initial deposit to Delinquency and Prepayment Reserve Fund.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, paying agent fees, Trustee fees and any other cost or expense directly associated with the issuance of PID Bonds.

Upon completion of construction of the Authorized Improvements, any cost underruns within a line item of Authorized Improvements, may be available to pay cost overruns on any other Authorized Improvement line item with the approval of the City; such changes shall be set forth in an Annual Service Plan Update.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. The Service Plan for the District is summarized on **Exhibit D**.

The sources and uses of funds required to construct the Authorized Improvements and pay the District Formation Expenses and Bond Issuance Costs are summarized on **Exhibit E**. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

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 or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

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

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and on review by the City staff and by third-party consultants retained by the City, has determined that the Improvement Area #1 Improvements and Improvement Area #2 Improvements shall be allocated between Improvement Area #1 and Improvement Area #2 as follows:

- Improvement Area #1 Improvements shall be allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Improvements shall be allocated 100% to the Improvement Area #2 Assessed Property.
- First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable Assessment levy.
- Bond Issuance Costs shall be allocated entirely to the Assessed Property securing the applicable PID Bond.

When, and if, Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds are contemplated, this 2022 Amended and Restated Service and Assessment Plan will be amended to determine the assessment methodology necessary to apply equal shares of Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied entirely on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

When, and if, Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds are contemplated, this 2022 Amended and Restated Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs

of Future Improvement Area Improvements or each Lot located within a Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property.

C. Findings of Special Benefit

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 City, has found and determined:

▪ *Improvement Area #1*

1. The costs of Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 equal \$5,918,157, as shown on **Exhibit C**; and
2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 equal to or greater than the Actual Costs of the Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1; and
3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1, which equal \$4,278,000, of which \$4,203,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit (\geq \$5,918,157) received by the Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 is equal to or greater than the amount of the Improvement Area #1 Assessments (\$4,278,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved 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, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 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 Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 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.

Exhibit J shows the estimated special benefit per Lot Type within Improvement Area #1 based on the Improvement Area #1 Plat attached as **Exhibit O**.

▪ *Improvement Area #2*

1. The costs of Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 equal \$5,182,157, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 equal to or greater than the Actual Costs of the Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2; and
3. The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2, which equal \$5,182,157, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit (\geq \$5,182,157) received by the Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 is equal to or greater than or equal to the amount of the Improvement Area #2 Assessments (\$5,174,000) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Developer owned 100% of the Improvement Area #2 Assessed Property. The Developer acknowledged that Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 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 #2 Assessments on the Improvement Area #2 Assessed Property.

Exhibit J shows the estimated special benefit per Lot Type within Improvement Area #2.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of Annual Installments in the amounts shown on **Exhibit G** and **Exhibit I**, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments levied on the Assessed Property for purposes of paying debt service on the PID Bonds shall exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest will not be collected on the Improvement Area #2 Reimbursement Obligation. Additional Interest shall be collected as part of each Annual Installment collected for purposes of paying debt service on the PID Bonds *and* shall be deposited into the Delinquency and Prepayment Reserve Fund, pursuant to the Indenture.

F. Future Bonds to Finance Improvement Area #2 Reimbursement Obligation

The City may issue PID Bonds in the future to finance the remaining Improvement Area #2 Reimbursement Obligation. At the time of such financing, the interest currently charged and paid on the portion of the Improvement Area #2 Assessments allocated to Improvement Area #2 Reimbursement Obligation shall cease being paid to the Developer and the portion of the Improvement Area #2 Assessments currently allocated to the Improvement Area #2 Reimbursement Obligation shall then bear interest at the rate of the PID Bonds issued to finance the Improvement Area #2 Reimbursement Obligation plus the Additional Interest.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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 an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Parcel 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 the same Lot Type

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

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer 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 sum of the Assessments for all newly subdivided Parcels 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 an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

If two or more Assessed Properties are consolidated, the Administrator shall allocate the Assessments against the Assessed Properties before the consolidation to the consolidated Assessed Property, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit J** for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B.**

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Developer must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the Owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If, as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the costs estimated herein, each Assessment shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Any excess PID Bond proceeds remaining as a result of a cost savings for Authorized Improvements shall be applied to

redeem the applicable series of outstanding PID Bonds. Any such reduction in the costs of the Authorized Improvements shall also reduce the Reimbursement Obligation under the related Reimbursement Agreement. The Assessments for each Improvement Area shall not, however, be reduced to an amount less than the related 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.

Similarly, if a portion of the Authorized Improvements to be funded with a series of PID Bonds or pursuant to a Reimbursement Agreement are not undertaken resulting in excess PID Bond proceeds or excess Assessment revenues, then the City may, in its discretion (i) in accordance with the applicable Indenture, reduce the Assessment for each Assessed Property securing the applicable PID Bonds on a pro-rata basis, or as otherwise determined by the City in accordance with the Indenture, to reflect only the Actual Costs that were expended and deposit and apply such excess PID Bond proceeds as described in the paragraph above or as authorized in the Indenture or (ii) reduce the applicable Improvement Area Assessment and the corresponding Reimbursement Obligation.

The Assessments shall not be reduced to an amount less than the amount due on the related outstanding series of PID Bonds and any related Reimbursement Obligation, as such Reimbursement Obligation may be reduced pursuant to this Section. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Assessed Properties from the Authorized Improvements completed.

If all the Authorized Improvements are not undertaken in any Improvement Area resulting in excess PID Bonds proceeds and excess Assessment revenues, then the City shall, at its discretion (i) in accordance with the applicable Indenture, reduce Assessments and Annual Installments for each applicable Assessed Property on a pro-rata basis to reflect only the amounts required to repay the PID Bonds, including interest on the PID Bonds, Additional Interest, Annual Collection Costs, and/or (ii) reduce the outstanding Reimbursement Obligation relating to the applicable Reimbursement Agreement and reduce the applicable Assessments and Annual Installments to reflect only the amount required to repay the resulting reduced Reimbursement Obligation, if any. The applicable excess PID Bond proceeds shall be applied to redeem PID Bonds as set forth in the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the amount due on the related outstanding PID Bonds.

The City Council may reduce the Assessments and the Annual Installments for Assessed Property (1) in an amount that represents the Authorized Improvements provided for each property; (2)

by an equal percentage per Residential Lot; or (3) In any other manner determined by the City Council to be the most fair and practical means of reducing the Assessments for Assessed Property, such that the sum of the resulting reduced Assessments equals the amount required to repay the PID Bonds, including interest on the PID Bonds, Additional Interest, the Annual Collection Costs portion of the Assessment, and any Reimbursement Obligation.

E. Prepayment of Assessments

The Owner of the Assessed Property may pay, at any time, all or any portion of an Assessment in accordance with the PID Act, including all Prepayment Costs. If Prepayments will result in redemption of PID Bonds, the payment amount shall be reduced by the amount, if any, of reserve funds applied to the redemption under the Indenture, net of any other costs applicable to the redemption of PID Bonds as set forth in the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If the principal portion of an Assessment is paid in full, with interest accrued to the date of Prepayment: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the Owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit N**.

If an Assessment is paid in part, with interest: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

F. Prepayment as a result of Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an Owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-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. The Owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property.

Following the initiation of the Taking, the Administrator will be required to determine the portion of the Assessment that was levied against the Assessed Property that would have been allocated to the Taken Property prior to its reclassification as Non-Benefited Property based on a manner that results in imposing equal shares of the costs of the applicable Authorized Improvements on property similarly benefited.

The Owner shall make a Prepayment of the Assessment in an amount equal to the amount determined by the Administrator in the above paragraph prior to the transfer of ownership of the Taken Property.

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 of Remaining Property shall be subject to the \$100 Assessment, and the Owner shall owe \$10 as a prepayment for the Taken Property.

Notwithstanding the previous paragraphs in this subsection if the Administrator determines that the Taking prevents the Remaining Property from being developed as shown on the final plat, the Owner shall be required to prepay the total amount of the Assessment levied against the Remaining Property within sixty (60) days of such determination.

G. Payment of Assessment in Annual Installments

Exhibit G shows the projected Annual Installments for Improvement Area #1 and **Exhibit I** shows the projected Annual Installments for Improvement Area #2. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

If any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Harris County Appraisal District for each tax identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of

Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Property for which Assessments remain unpaid based on the amount of the outstanding Assessment on each Assessed Property. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Foreclosure 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 the non-delinquent Annual Installments as they become due and payable.

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

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

Failure of an Owner to receive an invoice for an Annual Installment on the property tax bill shall not relieve the Owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act.

H. Allocating Annual Installments if Assessed Property is Sold

If Assessed Property is sold, the Annual Installment shall be allocated between the buyer and seller in the same methodology as property taxes.

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 Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update.

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

As Future Improvement Areas are developed, this 2022 Amended and Restated Service and Assessment Plan will be amended to determine the Assessment for each Lot located within such Future Improvement Areas.

SECTION VIII: ADDITIONAL PROVISIONS

A. Administrative Review

To the extent consistent with the PID Act, an Owner of Assessed Property claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the Owner fails to give such notice, such Owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred. The City may elect to designate a third party who is not an officer or employee of the City to serve as administrator of the District.

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

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

B. Termination of Assessments

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the Owner of the affected Assessed Property a recordable “Notice of the PID Assessment Termination,” attached hereto as **Exhibit N**.

C. Amendments

Amendments to this 2022 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2022 Amended and Restated Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2022 Amended and Restated Service and Assessment Plan; and (4) for any other purpose authorized by the PID Act.

D. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2022 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2022 Amended and Restated Service and Assessment Plan. Interpretations of this 2022 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by Owners or Developers adversely affected by the interpretation. Appeals shall be decided by the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the Owners and Developers and their successors and assigns.

E. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2022 Amended and Restated 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 **Exhibit P-1**, and **Exhibit P-2**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

F. Severability

If any provision of this 2022 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit A-3	Improvement Area #2 Legal Description
Exhibit B	District 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	Improvement Area #2 Assessment Roll
Exhibit I	Improvement Area #2 Annual Installments
Exhibit J	Maximum Assessment and Special Benefit per Lot Type
Exhibit K	Concept Plan
Exhibit L	Improvement Area #1 Improvements Maps
Exhibit M	Improvement Area #2 Improvements Maps
Exhibit N	Notice of PID Assessment Termination
Exhibit O	Improvement Area #1 Plat
Exhibit P	Improvement Area #2 Plat
Exhibit Q-1	Lot Type 1 Buyer Disclosure
Exhibit Q-2	Lot Type 2 Buyer Disclosure

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION
BEING 110.12 ACRES
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS**

A 110.12 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF OUTLOT 347 OUT OF THE CORRECTED MAP OF TOMBALL OUTLOTS AS RECORDED UNDER VOLUME (VOL.) 4, PAGE (PG.) 75 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.) CONVEYED TO MICHAEL A. OTT IN DOCUMENT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) Y659052, AND ALL OF A CALLED 105.0452 ACRE TRACT OF LAND, CONVEYED TO HT RABURN RESERVE DEVELOPMENT LP, AS RECORDED UNDER H.C.C.F. NO. RP-2019-536600, THE SAID 110.12 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a 1/2" iron rod found on the east Right-of-Way (R.O.W.) line of South Persimmon Street (30-foot-wide) as recorded under Vol. 2, Pg. 65, H.C.M.R., marking the northwest corner of said 105.0452 acre tract and the herein described tract, and the southwest corner of Lot 1, Block 1 of Persimmon Properties, map or plat thereof recorded under Film Code Number (F.C. No.) 679815, H.C.M.R.;

THENCE, North 87°35'04" East, along the common line of said 105.0452 acre tract and said Persimmon Properties, a distance of 1,156.29 feet to a capped 5/8 inch iron rod stamped "Hovis" found on the west R.O.W. line of an unimproved 30-foot-wide R.O.W. as recorded under Vol. 2, Pg. 65, H.C.M.R., marking the northeast corner of said 105.0452 acre tract and the herein described tract;

THENCE, South 02°32'22" East, along the west R.O.W. line of said unimproved R.O.W., a distance of 1,672.68 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

THENCE, North 87°47'53" East, along a northerly line of said 105.0452 acre tract, a distance of 508.88 feet to a capped 5/8 inch iron rod stamped "LJA" found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

THENCE, South 02°08'45" East, a distance of 375.13 feet to a capped 5/8 inch iron rod stamped "LJA" found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

THENCE, South 87°15'14" West, a distance of 506.29 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

THENCE, South 02°32'22" East, a distance of 832.20 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

THENCE, North 87°15'10" East, a distance of 572.96 feet to a capped 5/8 inch iron rod (unable to read) found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

THENCE, South 02°32'04" East, a distance of 397.96 feet to a 5/8 inch iron rod found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

THENCE, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

THENCE, South 02°32'22" East, a distance of 496.74 feet to a capped 5/8 inch iron rod stamped "Hovis" found marking the southeast corner of said 105.0452 acre tract and the herein described tract;

THENCE, South 87°51'27" West, a distance of 1,162.57 feet to a Mag Nail found on the East R.O.W. line of said South Persimmon Street, marking the southwest corner of said 105.0452 acre tract and the herein described tract;

THENCE, North 02°26'40" West, along the east R.O.W. line of said South Persimmon Street, a distance of 3,772.74 feet to the **POINT OF BEGINNING** and containing 110.12 acres of land.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300



Kevin M. Reidy, R.P.L.S.
Texas Registration No. 6450
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: December 02, 2020

Job No: 181-056-00

File No: R:\2018\181-056-00\Docs\Description\Boundary\181-056-00_110AC-MB.doc

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION
BEING 38.50 ACRES
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS**

A 38.50 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF LOTS 1-56, RESTRICTED RESERVE "E", AND RESTRICTED RESERVE "J", BLOCK 1, LOTS 1-32, AND RESTRICTED RESERVE "F", BLOCK 2, LOTS 1-11, AND RESTRICTED RESERVE "C", BLOCK 3, LOTS 1-34, RESTRICTED RESERVE "A", RESTRICTED RESERVE "B", RESTRICTED RESERVE "D", AND RESTRICTED RESERVE "L", BLOCK 4, OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), THE SAID 38.50 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found in the east Right-of-Way (R.O.W.) line of South Persimmon Street (width varies) as recorded under Volume (Vol.) 2, Page (Pg.) 65 H.C.M.R., and F.C. No. 692320 H.C.M.R., marking the northwest corner of Reserve "J" of said Block 1;

THENCE, along the northerly boundary lines of said Blocks 1 and 4, the following ten (10) courses and distances:

- 1) North 87°33'20" East, a distance of 328.46 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner, and the beginning of a non-tangent curve to the right;
- 2) In a northerly direction, along said non-tangent curve to the right having a radius of 525.00 feet, a central angle of 01°20'19", an arc length of 12.26 feet and a chord bearing North 04°54'22" West, a distance of 12.26 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 3) North 83°07'24" East, a distance of 50.06 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner and the beginning of a non-tangent curve to the left;
- 4) In a southerly direction, along said non-tangent curve to the left having a radius of 475.00 feet, a central angle of 08°17'17", an arc length of 68.71 feet and a chord bearing South 08°06'10" East, a distance of 68.65 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 5) South 12°14'49" East, a distance of 98.61 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 6) North 77°45'11" East, a distance of 149.58 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 7) South 02°18'20" East, a distance of 349.16 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior;
- 8) North 87°44'47" East, a distance of 585.84 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 9) South 02°32'22" East, a distance of 162.27 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 10) North 87°47'53" East, a distance of 488.88 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the northeast corner of the herein described tract;

THENCE, along the easterly boundary lines of said Blocks 3 and 4, the following three (3) courses and distances:

- 1) South 02°08'45" East, a distance of 375.31 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 2) South 87°15'12" West, a distance of 486.29 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 3) South 02°32'22" East, a distance of 642.39 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of the herein described tract;

THENCE, along the southerly boundary lines of said Blocks 1, 2, and 3, the following thirteen (13) courses and distances:

- 1) South 87°27'38" West, a distance of 132.01 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

- 2) North 02°32'22" West, a distance of 8.74 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 3) South 87°27'38" West, a distance of 115.00 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 4) South 84°22'50" West, a distance of 46.42 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 5) South 77°31'46" West, a distance of 46.09 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 6) South 69°51'19" West, a distance of 493.36 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the most southerly corner of the herein described tract;
- 7) North 02°26'40" West, a distance of 340.28 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 8) North 28°51'33" East, a distance of 111.29 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 9) North 52°49'40" West, a distance of 146.35 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the beginning of a non-tangent curve to the left;
- 10) In a southwesterly direction, along said non-tangent curve to the left having a radius of 275.00 feet, a central angle of 08°39'39", an arc length of 41.57 feet and a chord bearing South 35°03'12" West, a distance of 41.53 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 11) North 59°16'38" West, a distance of 50.00 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the beginning of a non-tangent curve to the left;
- 12) In a northeasterly direction, along said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 27°40'56", an arc length of 12.08 feet and a chord bearing North 16°52'54" East, a distance of 11.96 feet;
- 13) South 87°33'20" West, a distance of 208.91 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of the herein described tract;

THENCE, North 02°26'40" West, along the westerly boundary line of said Block 1, a distance of 1,277.49 feet to the **POINT OF BEGINNING** and containing 38.50 acres of land.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300


Kevin M. Reidy, R.P.L.S.
Texas Registration No. 6450
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: February 03, 2022
Job No: 181-056-00
File No: R:\2018\181-056-00\Docs\Description\Boundary\38.50AC-MB.doc

EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION
BEING 35.15 ACRES
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS**

A 35.15 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING OUT OF UNRESTRICTED RESERVE "H" OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORD (H.C.M.R.), THE SAID 35.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of Lot 11, Block 3 of said Raburn Reserve Sec 1, and the northeast corner of the herein described tract;

THENCE, South 02°32'22" East, a distance of 189.81 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Unrestricted Reserve "H", and the herein described tract;

THENCE, North 87°15'10" East, a distance of 572.96 feet to a capped 5/8 inch iron rod (unable to read) found marking an exterior corner of said Unrestricted Reserve "H", and the herein described tract;

THENCE, South 02°32'04" East, a distance of 397.96 feet to a 5/8 inch iron rod found marking an exterior corner of the herein described tract;

THENCE, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of the herein described tract;

THENCE, South 02°32'22" East, a distance of 496.74 feet to a capped 5/8 inch iron rod stamped "Hovis" found marking the southeast corner of the herein described tract;

THENCE, South 87°51'27" West, a distance of 1,121.94 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found on the East R.O.W. line of said South Persimmon Street, marking the southwest corner of the herein described tract, being in the arc of a non-tangent curve to the left;

THENCE, along the easterly R.O.W. line of said South Persimmon Road, the following six (6) courses and distances;

- 1) In a northerly direction, along said non-tangent curve to the left having a radius of 2,040.00 feet, a central angle of 00°31'32", an arc length of 18.71 feet and a chord bearing North 02°19'12" West, a distance of 18.71 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 2) North 02°34'58" West, a distance of 851.89 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature to the left;
- 3) In a northerly direction along said curve to the left having a radius of 2,040.00 feet, a central angle of 02°41'21", an arc length of 95.75 feet and a chord bearing North 03°55'39" West, a distance of 95.74 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 4) North 05°16'19" West, a distance of 152.73 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature to the right;
- 5) In a northerly direction, along said curve to the right having a radius of 2,960.00 feet, a central angle of 02°49'39", an arc length of 146.07 feet and a chord bearing North 03°51'30" West, a distance of 146.06 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;

- 6) North 02°26'40" West, a distance of 194.61 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of lot 56, block 1 of said Raburn Reserve Sec 1 and the northwest corner of the herein described tract;

THENCE, North 87°33'20" East, a distance of 208.91 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found on the westerly R.O.W. line of Sam Raburn Drive (50-foot-wide) as recorded under F.C. No. 692320, H.C.M.R, marking a point for corner, being in the arc of a non-tangent curve to the right;

THENCE, in a southwesterly direction, along said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 27°40'56", an arc length of 12.08 feet and a chord bearing South 16°52'54" West, a distance of 11.96 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner;

THENCE, South 59°16'38" East, a distance of 50.00 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner, being in the arc of a non-tangent curve to the right;

THENCE, along said non-tangent curve to the right having a radius of 275.00 feet, a central angle of 08°39'39", an arc length of 41.57 feet and a chord bearing North 35°03'12" East, a distance of 41.53 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

THENCE, South 52°49'40" East, a distance of 146.35 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

THENCE, South 28°51'33" West, a distance of 111.29 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

THENCE, South 02°26'40" East, a distance of 340.28 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner;

THENCE, North 69°51'19" East, a distance of 493.36 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

THENCE, North 77°31'46" East, a distance of 46.09 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

THENCE, North 84°22'50" East, a distance of 46.42 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

THENCE, North 87°27'38" East, a distance of 115.00 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for corner;

THENCE, South 02°32'22" East, a distance of 8.74 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner;

THENCE, North 87°27'38" East, a distance of 132.01 feet to the **POINT OF BEGINNING** and containing 35.15 acres of land.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300


Kevin M. Reidy, R.P.L.S.
Texas Registration No. 6450
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: February 03, 2021
Job No: 181-056-02
File No: R:\2018\181-056-02\Docs\Description\Boundary\Raburn_Sec-2_MB.doc

EXHIBIT B – DISTRICT BOUNDARY MAP

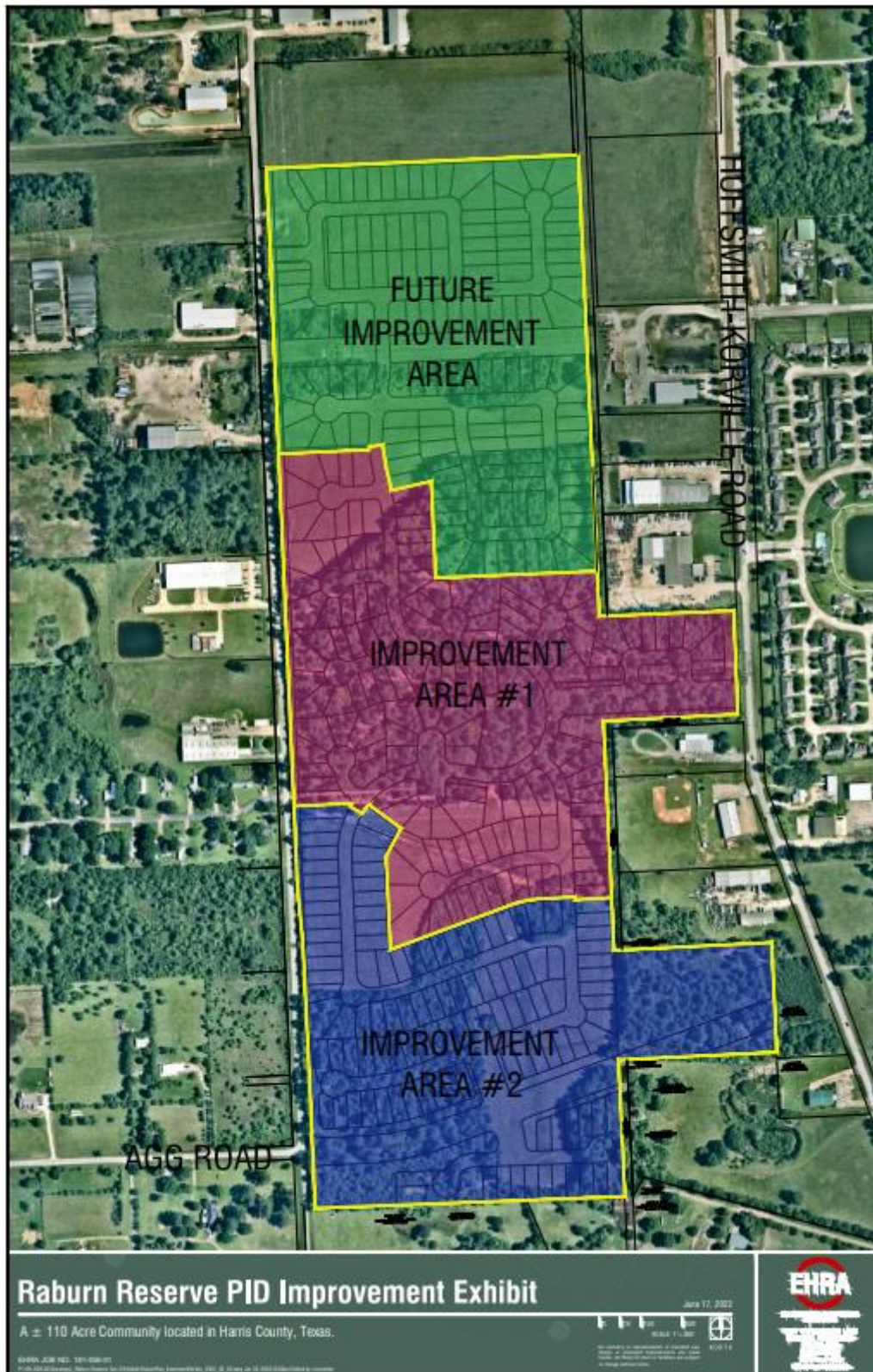


EXHIBIT C – AUTHORIZED IMPROVEMENTS

Authorized Improvements		Total Costs [a]	Improvement Area #1		Improvement Area #2	
			%	Cost	%	Cost
Improvement Area #1 Improvements						
Streets [b]	\$	1,882,152	100.00%	\$ 1,882,152	0.00%	\$ -
Water		212,679	100.00%	212,679	0.00%	-
Wastewater		499,294	100.00%	499,294	0.00%	-
Detention, Clearing and Grubbing [c]		1,362,175	100.00%	1,362,175	0.00%	-
Natural Gas		150,840	100.00%	150,840	0.00%	-
Soft Costs [d]		910,656	100.00%	910,656	0.00%	-
	\$	5,017,795		\$ 5,017,795		\$ -
Improvement Area #2 Improvements						
Streets[b]	\$	1,961,714	0.00%	\$ -	100.00%	\$ 1,961,714
Water		435,468	0.00%	-	100.00%	435,468
Wastewater		374,869	0.00%	-	100.00%	374,869
Detention, Clearing and Grubbing [c]		364,958	0.00%	-	100.00%	364,958
Natural Gas		235,000	0.00%	-	100.00%	235,000
Soft Costs [d]		769,942	0.00%	-	100.00%	769,942
	\$	4,141,950		\$ -		\$ 4,141,950
First Year Annual Collection Costs		\$ 91,600		\$ 60,000		\$ 31,600
		\$ 91,600		\$ 60,000		\$ 31,600
Series 2020 Bond Issuance Costs						
Debt Service Reserve Fund	\$	156,000		\$ 156,000		\$ -
Capitalized Interest		87,237		87,237		-
Deposit to Delinquency and Prepayment Reserve		12,450		12,450		-
Underwriter's Discount		100,000		100,000		-
Cost of Issuance		168,240		168,240		-
	\$	523,927		\$ 523,927		\$ -
Series 2022 Bond Issuance Costs						
Debt Service Reserve Fund	\$	257,365		\$ 69,745		\$ 187,620
Capitalized Interest		131,220		-		131,220
Deposit to Delinquency and Prepayment Reserve		20,940		8,790		12,150
Underwriter's Discount		200,000		100,000		100,000
Cost of Issuance		309,400		137,900		171,500
Rounding		356		-		356
	\$	919,281		\$ 316,435		\$ 602,846
Improvement Area #2 Additional Bond Issuance Costs [e]						
Debt Service Reserve Fund	\$	103,106		\$ -		\$ 103,106
Capitalized Interest		-		-		-
Deposit to Delinquency and Prepayment Reserve		13,720		-		13,720
Underwriter's Discount		101,042		-		101,042
Cost of Issuance		187,892		-		187,892
Rounding		-		-		-
	\$	405,761		\$ -		\$ 405,761
Total	\$	11,100,314		\$ 5,918,157		\$ 5,182,157

Footnotes:

[a] Costs pursuant to EHRA Engineering's Preliminary Cost Estimate with estimates for IA#2 updated as of 8/2/2022.

[b] Roadway includes excavation, paving, clearing, grubbing and site prep.

[c] Includes on and off-site costs as well as storm water pollution prevention plan.

[d] Soft Costs include engineering fees, geotech and construction materials testing fees and construction staking fees.

[e] The Bond Issuance Costs associated with the Improvement Area #2 Additional Bonds are preliminary estimates.

EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Annual Installments Due	1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027	
<i>Improvement Area #1 Series 2020 Bonds</i>						
Principal	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00	
Interest	\$ 95,112.48	\$ 93,593.72	\$ 91,906.22	\$ 90,218.72	\$ 88,362.48	
(1)	\$ 140,112.48	\$ 143,593.72	\$ 141,906.22	\$ 145,218.72	\$ 143,362.48	
<i>Improvement Area #1 Series 2022 Bonds</i>						
Principal	\$ 17,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 28,000.00	
Interest	\$ 101,085.00	\$ 100,108.00	\$ 98,095.00	\$ 96,083.00	\$ 94,070.00	
(2)	\$ 118,085.00	\$ 135,108.00	\$ 133,095.00	\$ 131,083.00	\$ 122,070.00	
Annual Collection Costs	(3) \$ 48,665.54	\$ 48,665.54	\$ 48,665.54	\$ 48,665.54	\$ 48,665.54	
Additional Interest	(4) \$ 21,015.00	\$ 20,705.00	\$ 20,280.00	\$ 19,855.00	\$ 19,405.00	
Total Annual Installment	(5)=(1)+(2)+(3)+(4)	\$ 327,878.02	\$ 348,072.26	\$ 343,946.76	\$ 344,822.26	\$ 333,503.02
Improvement Area #2						
Annual Installments Due	1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027	
<i>Improvement Area #2 Series 2022 Bonds</i>						
Principal	\$ -	\$ 30,000.00	\$ 32,000.00	\$ 34,000.00	\$ 37,000.00	
Interest	\$ 131,220.00	\$ 145,800.00	\$ 144,000.00	\$ 142,080.00	\$ 140,040.00	
Capitalized Interest	\$ (131,220.00)					
(1)	\$ -	\$ 175,800.00	\$ 176,000.00	\$ 176,080.00	\$ 177,040.00	
<i>Improvement Area #2 Reimbursement Obligation</i>						
Principal	\$ -	\$ 36,000.00	\$ 38,000.00	\$ 41,000.00	\$ 42,000.00	
Interest	\$ -	\$ 157,780.00	\$ 155,710.00	\$ 153,525.00	\$ 151,168.00	
(2)	\$ -	\$ 193,780.00	\$ 193,710.00	\$ 194,525.00	\$ 193,168.00	
Annual Collection Costs	(3) \$ -	\$ 31,600.00	\$ 31,600.00	\$ 31,600.00	\$ 31,600.00	
Additional Interest ^[a]	(4) \$ -	\$ 13,720.00	\$ 13,540.00	\$ 13,350.00	\$ 13,145.00	
Total Annual Installment	(5)=(1)+(2)+(3)+(4)	\$ -	\$ 414,900.00	\$ 414,850.00	\$ 415,555.00	\$ 414,953.00

Notes:

^[a] Additional Interest will not be charged on the Improvement Area #2 Reimbursement Obligation

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Project Total
Sources of Funds			
Improvement Area #1 Series 2020 Bonds	\$ 2,445,000	\$ -	\$ 2,445,000
Improvement Area #1 Series 2022 Bonds	1,758,000	-	1,758,000
Developer Contribution ^[e]	1,715,157	8,157	1,723,314
Improvement Area #2 Series 2022 Bonds	-	2,430,000	2,430,000
Improvement Area #2 Reimbursement Obligation	-	2,744,000	2,744,000
Total Sources	\$ 5,918,157	\$ 5,182,157	\$ 11,100,314
Uses of Funds			
Improvement Area #1 Improvements	\$ 5,017,795	\$ -	\$ 5,017,795
Improvement Area #2 Improvements ^[d]	-	4,141,950	4,141,950
Total Project Improvements	\$ 5,017,795	\$ 4,141,950	\$ 9,159,746
<i>First Year Annual Collection Costs</i>	<i>\$ 60,000</i>	<i>\$ 31,600</i>	<i>\$ 91,600</i>
	\$ 60,000	\$ 31,600	\$ 91,600
<i>Series 2020 Bond Issuance Costs ^[a]</i>			
Debt Service Reserve Fund	\$ 156,000	\$ -	\$ 156,000
Capitalized Interest	87,237	-	87,237
Deposit to Delinquency and Prepayment Reserve	12,450	-	12,450
Underwriter's Discount	100,000	-	100,000
Cost of Issuance	168,240	-	168,240
	\$ 523,927	\$ -	\$ 523,927
<i>Series 2022 Bond Issuance Costs ^[b]</i>			
Debt Service Reserve Fund	\$ 69,745	\$ 187,620	\$ 257,365
Capitalized Interest	-	131,220	131,220
Deposit to Delinquency and Prepayment Reserve	8,790	12,150	20,940
Underwriter's Discount	100,000	100,000	200,000
Cost of Issuance	137,900	171,500	309,400
Rounding	-	356	356
	\$ 316,435	\$ 602,846	\$ 919,281
<i>Improvement Area #2 Additional Bond Issuance Costs ^[c]</i>			\$ -
Debt Service Reserve Fund	\$ -	\$ 103,106	\$ 103,106
Capitalized Interest	-	-	-
Deposit to Delinquency and Prepayment Reserve	-	13,720	13,720
Underwriter's Discount	-	101,042	101,042
Cost of Issuance	-	187,892	187,892
Rounding	-	-	-
	\$ -	\$ 405,761	\$ 405,761
Total Uses	\$ 5,918,157	\$ 5,182,157	\$ 11,100,314

Notes:

^[a] Bond Issuance Costs related to the issuance of the Improvement Area #1 Series 2020 Bonds.

^[b] Bond Issuance Costs related to the issuance of the Improvement Area #1 Series 2022 Bonds and Improvement Area #2 Series 2022 Bonds.

^[c] Preliminary Estimate.

^[d] Updated cost provided by Developer as of 8/2/2022.

^[e] The Developer Contribution was paid by the developer at project onset for improvements that are not reimbursed by the PID.

EXHIBIT F – IMPROVEMENT AREA #1 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type ^[c]	Improvement Area #1					
			Outstanding Assessment	Principal	Interest	Additional Interest ^[b]	Annual Collection Costs ^[a]	Annual Installment due 1/31/23
141-629-001-0001	Block 1, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0002	Block 1, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0003	Block 1, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0004	Block 1, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0005	Block 1, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0006	Block 1, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0007	Block 1, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0008	Block 1, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0009	Block 1, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0010	Block 1, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0011	Block 1, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0012	Block 1, Lot 12	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0013	Block 1, Lot 13	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0014	Block 1, Lot 14	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0015	Block 1, Lot 15	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0016	Block 1, Lot 16	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0017	Block 1, Lot 17	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0018	Block 1, Lot 18	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0019	Block 1, Lot 19	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0020	Block 1, Lot 20	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0021	Block 1, Lot 21	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0022	Block 1, Lot 22	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0023	Block 1, Lot 23	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0024	Block 1, Lot 24	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0025	Block 1, Lot 25	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0026	Block 1, Lot 26	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0027	Block 1, Lot 27	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0028	Block 1, Lot 28	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0029	Block 1, Lot 29	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0030	Block 1, Lot 30	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0031	Block 1, Lot 31	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0032	Block 1, Lot 32	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0033	Block 1, Lot 33	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0034	Block 1, Lot 34	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0035	Block 1, Lot 35	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0036	Block 1, Lot 36	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0037	Block 1, Lot 37	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0038	Block 1, Lot 38	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0039	Block 1, Lot 39	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0040	Block 1, Lot 40	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25

Notes:

^[a] \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

^[b] Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

^[c] See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

			Improvement Area #1						
			Outstanding			Additional	Annual		
Property ID	Lot and Block	Lot Type ^[c]	Assessment	Principal	Interest	Interest ^[b]	Collection ^[a]	Annual Installment	
							Costs	due 1/31/23	
141-629-001-0041	Block 1, Lot 41	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0042	Block 1, Lot 42	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0043	Block 1, Lot 43	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0044	Block 1, Lot 44	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0045	Block 1, Lot 45	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0046	Block 1, Lot 46	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0047	Block 1, Lot 47	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0048	Block 1, Lot 48	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0049	Block 1, Lot 49	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0050	Block 1, Lot 50	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0051	Block 1, Lot 51	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0052	Block 1, Lot 52	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0053	Block 1, Lot 53	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0054	Block 1, Lot 54	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0055	Block 1, Lot 55	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0056	Block 1, Lot 56	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0057	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-001-0058	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-002-0001	Block 2, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0002	Block 2, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0003	Block 2, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0004	Block 2, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0005	Block 2, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0006	Block 2, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0007	Block 2, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0008	Block 2, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0009	Block 2, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0010	Block 2, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0011	Block 2, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0012	Block 2, Lot 12	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0013	Block 2, Lot 13	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0014	Block 2, Lot 14	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0015	Block 2, Lot 15	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0016	Block 2, Lot 16	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0017	Block 2, Lot 17	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0018	Block 2, Lot 18	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0019	Block 2, Lot 19	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0020	Block 2, Lot 20	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0021	Block 2, Lot 21	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0022	Block 2, Lot 22	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	

Notes:

^[a] \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

^[b] Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

^[c] See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

			Improvement Area #1						
			Outstanding Assessment			Additional Interest ^[b]	Annual Collection Costs ^[a]	Annual Installment due 1/31/23	
Property ID	Lot and Block	Lot Type ^[c]	Assessment	Principal	Interest				
141-629-002-0023	Block 2, Lot 23	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0024	Block 2, Lot 24	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0025	Block 2, Lot 25	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0026	Block 2, Lot 26	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0027	Block 2, Lot 27	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0028	Block 2, Lot 28	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0029	Block 2, Lot 29	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0030	Block 2, Lot 30	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0031	Block 2, Lot 31	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0032	Block 2, Lot 32	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-003-0001	Block 3, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0002	Block 3, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0003	Block 3, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0004	Block 3, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0005	Block 3, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0006	Block 3, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0007	Block 3, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0008	Block 3, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0009	Block 3, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0010	Block 3, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0011	Block 3, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0001	Block 4, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0002	Block 4, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0003	Block 4, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0004	Block 4, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0005	Block 4, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0006	Block 4, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0007	Block 4, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0008	Block 4, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0009	Block 4, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0010	Block 4, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0011	Block 4, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0012	Block 4, Lot 12	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0013	Block 4, Lot 13	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0014	Block 4, Lot 14	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0015	Block 4, Lot 15	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0016	Block 4, Lot 16	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0017	Block 4, Lot 17	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	

Notes:

^(a) \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

^(b) Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

^(c) See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

			Improvement Area #1						
Property ID	Lot and Block	Lot Type ^[c]	Outstanding	Principal	Interest	Additional	Annual	Annual Installment	
			Assessment			Interest ^[b]	Collection ^[a] Costs		due 1/31/23
141-629-004-0018	Block 4, Lot 18	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0019	Block 4, Lot 19	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0020	Block 4, Lot 20	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0021	Block 4, Lot 21	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0022	Block 4, Lot 22	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0023	Block 4, Lot 23	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0024	Block 4, Lot 24	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0025	Block 4, Lot 25	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0026	Block 4, Lot 26	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0027	Block 4, Lot 27	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0028	Block 4, Lot 28	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0029	Block 4, Lot 29	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0030	Block 4, Lot 30	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0031	Block 4, Lot 31	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0032	Block 4, Lot 32	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0033	Block 4, Lot 33	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0034	Block 4, Lot 34	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0035	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0036	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0037	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0038	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-005-0001	Block 5, Reserve G, 28.7007 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-006-0001	Block 6, Reserve H, 24.7532 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-007-0001	Block 7, Reserve I, 6.3087 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0001	Block 8, Reserve K, .3195 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total			\$ 4,203,000.00	\$ 62,000.00	\$ 196,197.48	\$ 21,015.00	\$ 48,665.54	\$ 327,878.02	

Notes:

^[a] \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

^[b] Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

^[c] See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installments Due	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs ³	Total Annual Installment
	Principal	Interest ¹	Principal	Interest ²			
1/31/2023	\$ 45,000.00	\$ 95,112.48	\$ 17,000.00	\$ 101,085.00	\$ 21,015.00	\$ 48,665.54	\$ 327,878.02
1/31/2024	\$ 50,000.00	\$ 93,593.72	\$ 35,000.00	\$ 100,108.00	\$ 20,705.00	\$ 48,665.54	\$ 348,072.26
1/31/2025	\$ 50,000.00	\$ 91,906.22	\$ 35,000.00	\$ 98,095.00	\$ 20,280.00	\$ 48,665.54	\$ 343,946.76
1/31/2026	\$ 55,000.00	\$ 90,218.72	\$ 35,000.00	\$ 96,083.00	\$ 19,855.00	\$ 48,665.54	\$ 344,822.26
1/31/2027	\$ 55,000.00	\$ 88,362.48	\$ 28,000.00	\$ 94,070.00	\$ 19,405.00	\$ 48,665.54	\$ 333,503.02
1/31/2028	\$ 55,000.00	\$ 86,506.24	\$ 45,000.00	\$ 92,460.00	\$ 18,990.00	\$ 48,665.54	\$ 346,621.78
1/31/2029	\$ 60,000.00	\$ 84,650.00	\$ 34,000.00	\$ 89,873.00	\$ 18,490.00	\$ 48,665.54	\$ 335,678.54
1/31/2030	\$ 60,000.00	\$ 82,625.00	\$ 39,000.00	\$ 87,918.00	\$ 18,020.00	\$ 48,665.54	\$ 336,228.54
1/31/2031	\$ 65,000.00	\$ 80,600.00	\$ 34,000.00	\$ 85,675.00	\$ 17,525.00	\$ 48,665.54	\$ 331,465.54
1/31/2032	\$ 65,000.00	\$ 78,000.00	\$ 44,000.00	\$ 83,720.00	\$ 17,030.00	\$ 48,665.54	\$ 336,415.54
1/31/2033	\$ 70,000.00	\$ 75,400.00	\$ 44,000.00	\$ 81,190.00	\$ 16,485.00	\$ 48,665.54	\$ 335,740.54
1/31/2034	\$ 75,000.00	\$ 72,600.00	\$ 44,000.00	\$ 78,660.00	\$ 15,915.00	\$ 48,665.54	\$ 334,840.54
1/31/2035	\$ 75,000.00	\$ 69,600.00	\$ 49,000.00	\$ 76,130.00	\$ 15,320.00	\$ 48,665.54	\$ 333,715.54
1/31/2036	\$ 80,000.00	\$ 66,600.00	\$ 49,000.00	\$ 73,313.00	\$ 14,700.00	\$ 48,665.54	\$ 332,278.54
1/31/2037	\$ 85,000.00	\$ 63,400.00	\$ 54,000.00	\$ 70,495.00	\$ 14,055.00	\$ 48,665.54	\$ 335,615.54
1/31/2038	\$ 85,000.00	\$ 60,000.00	\$ 60,000.00	\$ 67,390.00	\$ 13,360.00	\$ 48,665.54	\$ 334,415.54
1/31/2039	\$ 90,000.00	\$ 56,600.00	\$ 65,000.00	\$ 63,940.00	\$ 12,635.00	\$ 48,665.54	\$ 336,840.54
1/31/2040	\$ 95,000.00	\$ 53,000.00	\$ 66,000.00	\$ 60,203.00	\$ 11,860.00	\$ 48,665.54	\$ 334,728.54
1/31/2041	\$ 100,000.00	\$ 49,200.00	\$ 71,000.00	\$ 56,408.00	\$ 11,055.00	\$ 48,665.54	\$ 336,328.54
1/31/2042	\$ 105,000.00	\$ 45,200.00	\$ 77,000.00	\$ 52,325.00	\$ 10,200.00	\$ 48,665.54	\$ 338,390.54
1/31/2043	\$ 110,000.00	\$ 41,000.00	\$ 83,000.00	\$ 47,898.00	\$ 9,290.00	\$ 48,665.54	\$ 339,853.54
1/31/2044	\$ 115,000.00	\$ 36,600.00	\$ 83,000.00	\$ 43,125.00	\$ 8,325.00	\$ 48,665.54	\$ 334,715.54
1/31/2045	\$ 120,000.00	\$ 32,000.00	\$ 94,000.00	\$ 38,353.00	\$ 7,335.00	\$ 48,665.54	\$ 340,353.54
1/31/2046	\$ 125,000.00	\$ 27,200.00	\$ 101,000.00	\$ 32,948.00	\$ 6,265.00	\$ 48,665.54	\$ 341,078.54
1/31/2047	\$ 130,000.00	\$ 22,200.00	\$ 107,000.00	\$ 27,140.00	\$ 5,135.00	\$ 48,665.54	\$ 340,140.54
1/31/2048	\$ 135,000.00	\$ 17,000.00	\$ 113,000.00	\$ 20,988.00	\$ 3,950.00	\$ 48,665.54	\$ 338,603.54
1/31/2049	\$ 140,000.00	\$ 11,600.00	\$ 125,000.00	\$ 14,490.00	\$ 2,710.00	\$ 48,665.54	\$ 342,465.54
1/31/2050	\$ 150,000.00	\$ 6,000.00	\$ 127,000.00	\$ 7,303.00	\$ 1,385.00	\$ 48,665.54	\$ 340,353.54
Total	\$ 2,445,000.00	\$ 1,676,774.86	\$ 1,758,000.00	\$ 1,841,386.00	\$ 371,295.00	\$ 1,362,635.12	\$ 9,455,090.98

Notes:

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.

¹ Interest on the Improvement Area #1 Series 2020 Bonds is calculated at the actual rate of the Series 2020 Bonds.

² Interest on the Improvement Area #1 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

³ \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

EXHIBIT H – IMPROVEMENT AREA #2 TOTAL ASSESSMENT ROLL

		Improvement Area #2						
Property ID	Legal Description	Outstanding Assessment	Principal	Interest ^(a)	Additional Interest	Annual Collection	Costs	Annual Installment due 1/31/23
141-629-006-0001	Improvement Area #2 Initial Parcel	\$ 4,081,178.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-007-0001	Improvement Area #2 Initial Parcel	\$ 1,040,145.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0001	Improvement Area #2 Initial Parcel	\$ 52,675.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ 5,174,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

For billing purposes only, until a plat has been recorded with the Improvement Area #2 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #2 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Harris County Appraisal District.

^(a) Interest costs for each parcel was reduced by the capitalized interest totaling \$111,741.67 based on acreage of the Tax Parcel as calculated by the Harris County Appraisal District.

EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installments Due	Improvement Area #2 Series 2022 Bonds			Improvement Area #2 Reimbursement Obligation		Additional Interest	Annual Collection Costs ³	Total Annual Installment
	Principal	Interest ¹	Capitalized Interest	Principal	Interest ²			
1/31/2023	\$ -	\$ 131,220.00	\$ (131,220.00)	\$ -	\$ -	\$ -	\$ -	\$ -
1/31/2024	\$ 30,000.00	\$ 145,800.00	\$ -	\$ 36,000.00	\$ 157,780.00	\$ 13,720.00	\$ 31,600.00	\$ 414,900.00
1/31/2025	\$ 32,000.00	\$ 144,000.00	\$ -	\$ 38,000.00	\$ 155,710.00	\$ 13,540.00	\$ 31,600.00	\$ 414,850.00
1/31/2026	\$ 34,000.00	\$ 142,080.00	\$ -	\$ 41,000.00	\$ 153,525.00	\$ 13,350.00	\$ 31,600.00	\$ 415,555.00
1/31/2027	\$ 37,000.00	\$ 140,040.00	\$ -	\$ 42,000.00	\$ 151,168.00	\$ 13,145.00	\$ 31,600.00	\$ 414,953.00
1/31/2028	\$ 39,000.00	\$ 137,820.00	\$ -	\$ 46,000.00	\$ 148,753.00	\$ 12,935.00	\$ 31,600.00	\$ 416,108.00
1/31/2029	\$ 42,000.00	\$ 135,480.00	\$ -	\$ 48,000.00	\$ 146,108.00	\$ 12,705.00	\$ 31,600.00	\$ 415,893.00
1/31/2030	\$ 44,000.00	\$ 132,960.00	\$ -	\$ 52,000.00	\$ 143,348.00	\$ 12,465.00	\$ 31,600.00	\$ 416,373.00
1/31/2031	\$ 47,000.00	\$ 130,320.00	\$ -	\$ 55,000.00	\$ 140,358.00	\$ 12,205.00	\$ 31,600.00	\$ 416,483.00
1/31/2032	\$ 50,000.00	\$ 127,500.00	\$ -	\$ 58,000.00	\$ 137,195.00	\$ 11,930.00	\$ 31,600.00	\$ 416,225.00
1/31/2033	\$ 53,000.00	\$ 124,500.00	\$ -	\$ 62,000.00	\$ 133,860.00	\$ 11,640.00	\$ 31,600.00	\$ 416,600.00
1/31/2034	\$ 57,000.00	\$ 121,320.00	\$ -	\$ 65,000.00	\$ 130,295.00	\$ 11,330.00	\$ 31,600.00	\$ 416,545.00
1/31/2035	\$ 61,000.00	\$ 117,900.00	\$ -	\$ 69,000.00	\$ 126,558.00	\$ 11,005.00	\$ 31,600.00	\$ 417,063.00
1/31/2036	\$ 65,000.00	\$ 114,240.00	\$ -	\$ 73,000.00	\$ 122,590.00	\$ 10,660.00	\$ 31,600.00	\$ 417,090.00
1/31/2037	\$ 69,000.00	\$ 110,340.00	\$ -	\$ 78,000.00	\$ 118,393.00	\$ 10,295.00	\$ 31,600.00	\$ 417,628.00
1/31/2038	\$ 73,000.00	\$ 106,200.00	\$ -	\$ 84,000.00	\$ 113,908.00	\$ 9,905.00	\$ 31,600.00	\$ 418,613.00
1/31/2039	\$ 78,000.00	\$ 101,820.00	\$ -	\$ 89,000.00	\$ 109,078.00	\$ 9,485.00	\$ 31,600.00	\$ 418,983.00
1/31/2040	\$ 83,000.00	\$ 97,140.00	\$ -	\$ 94,000.00	\$ 103,960.00	\$ 9,040.00	\$ 31,600.00	\$ 418,740.00
1/31/2041	\$ 89,000.00	\$ 92,160.00	\$ -	\$ 99,000.00	\$ 98,555.00	\$ 8,570.00	\$ 31,600.00	\$ 418,885.00
1/31/2042	\$ 94,000.00	\$ 86,820.00	\$ -	\$ 107,000.00	\$ 92,863.00	\$ 8,075.00	\$ 31,600.00	\$ 420,358.00
1/31/2043	\$ 100,000.00	\$ 81,180.00	\$ -	\$ 113,000.00	\$ 86,710.00	\$ 7,540.00	\$ 31,600.00	\$ 420,030.00
1/31/2044	\$ 107,000.00	\$ 75,180.00	\$ -	\$ 120,000.00	\$ 80,213.00	\$ 6,975.00	\$ 31,600.00	\$ 420,968.00
1/31/2045	\$ 114,000.00	\$ 68,760.00	\$ -	\$ 127,000.00	\$ 73,313.00	\$ 6,375.00	\$ 31,600.00	\$ 421,048.00
1/31/2046	\$ 121,000.00	\$ 61,920.00	\$ -	\$ 136,000.00	\$ 66,010.00	\$ 5,740.00	\$ 31,600.00	\$ 422,270.00
1/31/2047	\$ 129,000.00	\$ 54,660.00	\$ -	\$ 144,000.00	\$ 58,190.00	\$ 5,060.00	\$ 31,600.00	\$ 422,510.00
1/31/2048	\$ 137,000.00	\$ 46,920.00	\$ -	\$ 153,000.00	\$ 49,910.00	\$ 4,340.00	\$ 31,600.00	\$ 422,770.00
1/31/2049	\$ 146,000.00	\$ 38,700.00	\$ -	\$ 163,000.00	\$ 41,113.00	\$ 3,575.00	\$ 31,600.00	\$ 423,988.00
1/31/2050	\$ 156,000.00	\$ 29,940.00	\$ -	\$ 173,000.00	\$ 31,740.00	\$ 2,760.00	\$ 31,600.00	\$ 425,040.00
1/31/2051	\$ 166,000.00	\$ 20,580.00	\$ -	\$ 184,000.00	\$ 21,793.00	\$ 1,895.00	\$ 31,600.00	\$ 425,868.00
1/31/2052	\$ 177,000.00	\$ 10,620.00	\$ -	\$ 195,000.00	\$ 11,213.00	\$ 975.00	\$ 31,600.00	\$ 426,408.00
Total	\$ 2,430,000.00	\$ 2,928,120.00	\$ (131,220.00)	\$ 2,744,000.00	\$ 3,004,210.00	\$ 261,235.00	\$ 916,400.00	\$ 12,152,745.00

Notes:

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.

¹ Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual of the Series 2022 Bonds

² Interest Rate on the Improvement Area #2 Reimbursement Obligation is calculated at 5.75% which is less than 2% above the S&P Municipal Bond High Yield Index.

³ \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

EXHIBIT J – MAXIMUM ASSESSMENT AND SPECIAL BENEFIT PER LOT TYPE

Lot Type	Units	Estimated Buildout Value Per Unit	Estimated Buildout Value	% Allocation	Outstanding Assessment [a]	Maximum Assessment per Lot Type	Special Benefit	Special Benefit per Lot Type
Improvement Area #1								
1	133	\$ 442,000	\$ 58,786,000	100.00%	\$ 4,203,000	\$ 31,602	\$ 5,918,157	\$ 44,497
Total	133		\$ 58,786,000	100.00%	\$ 4,203,000		\$ 5,918,157	
Improvement Area #2								
2	118	\$ 442,000	\$ 52,156,000	100.00%	\$ 5,174,000	\$ 43,847	\$ 5,182,157	\$ 43,917
Total	118		\$ 52,156,000	100.00%	\$ 5,174,000		\$ 5,182,157	

[a] The outstanding Assessment for Lot Type 1 has been reduced from the amount shown in the 2020 Service and Assessment Plan by the amount of principal paid to date.

EXHIBIT K – CONCEPT PLAN

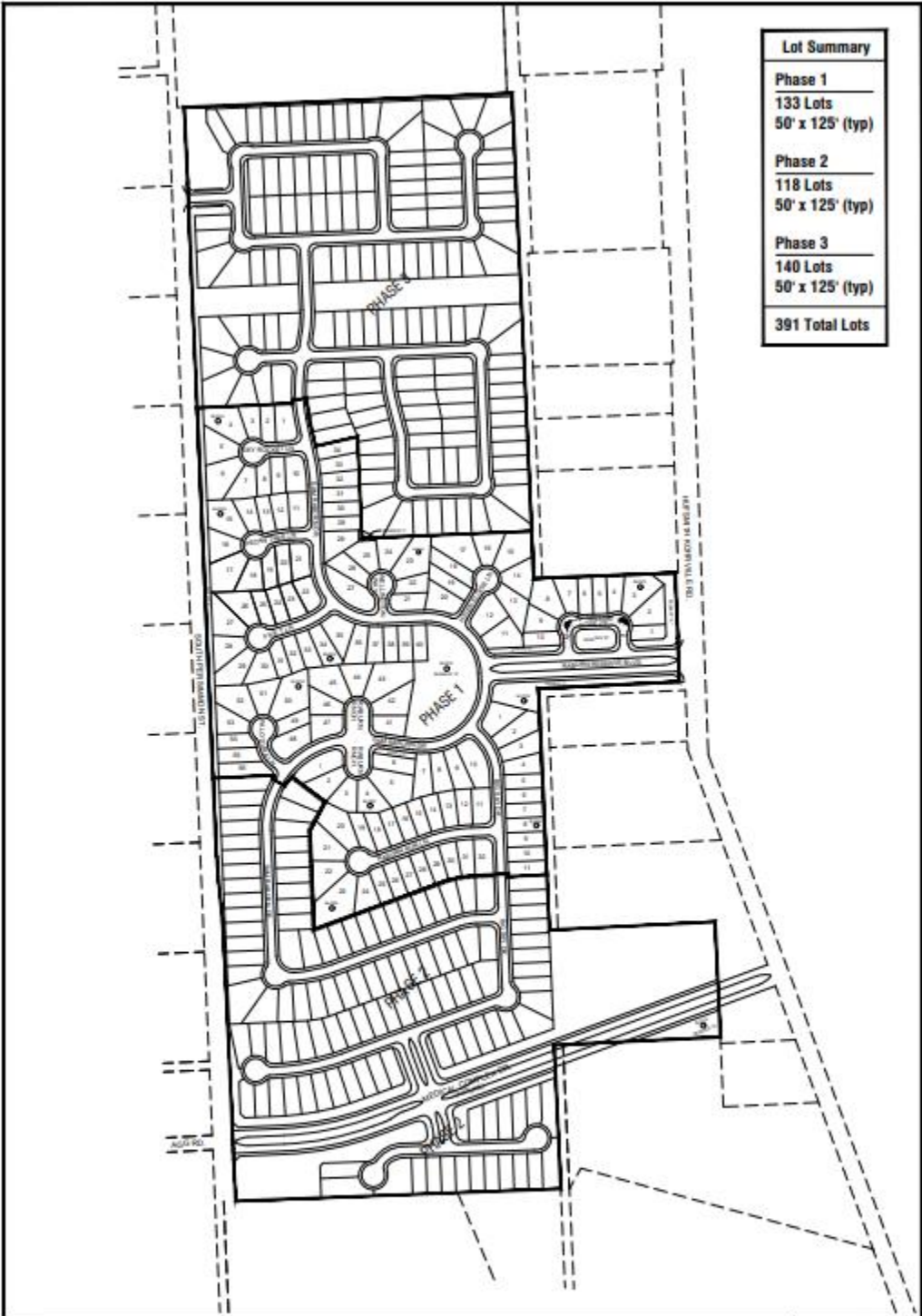
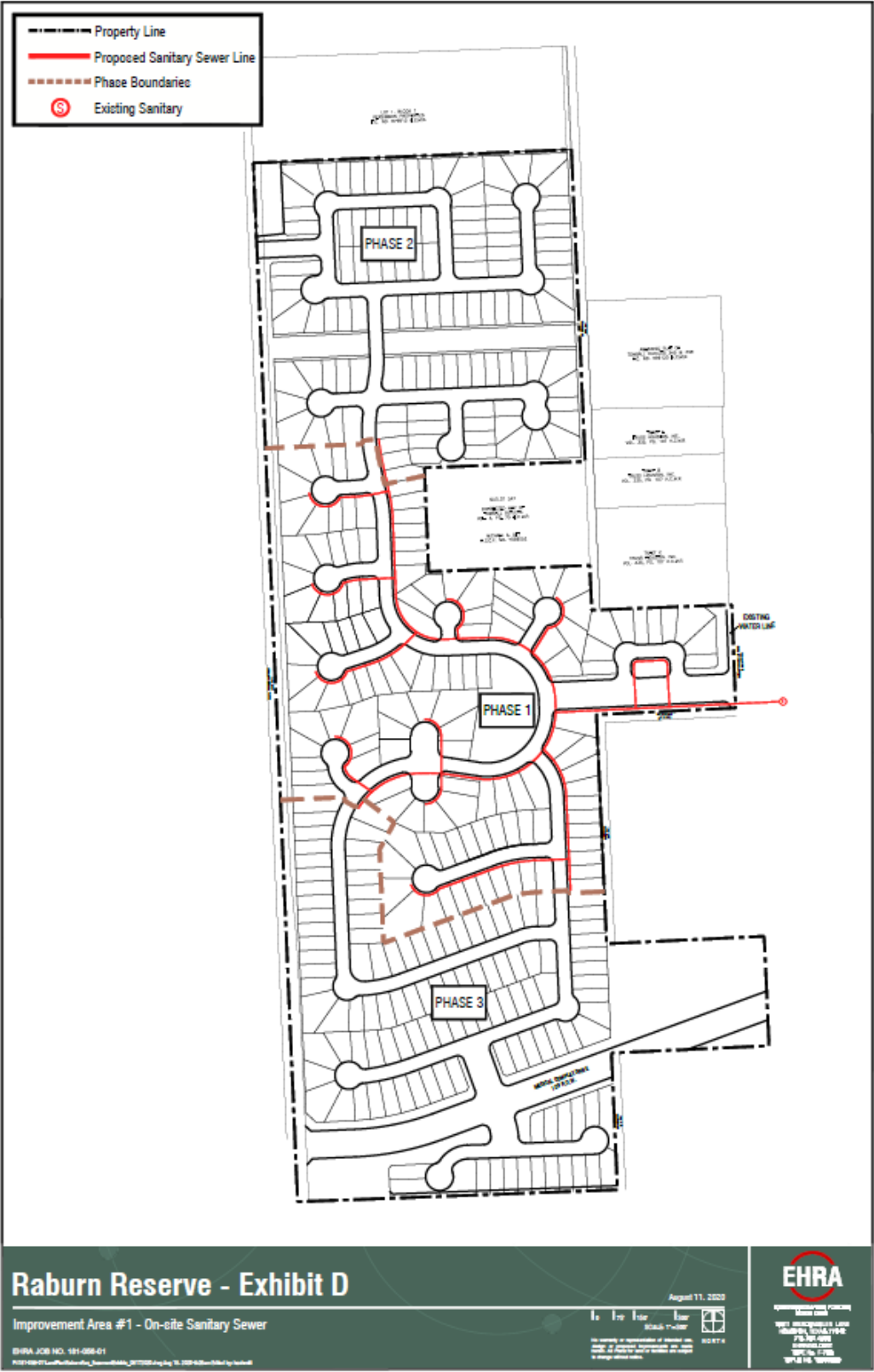
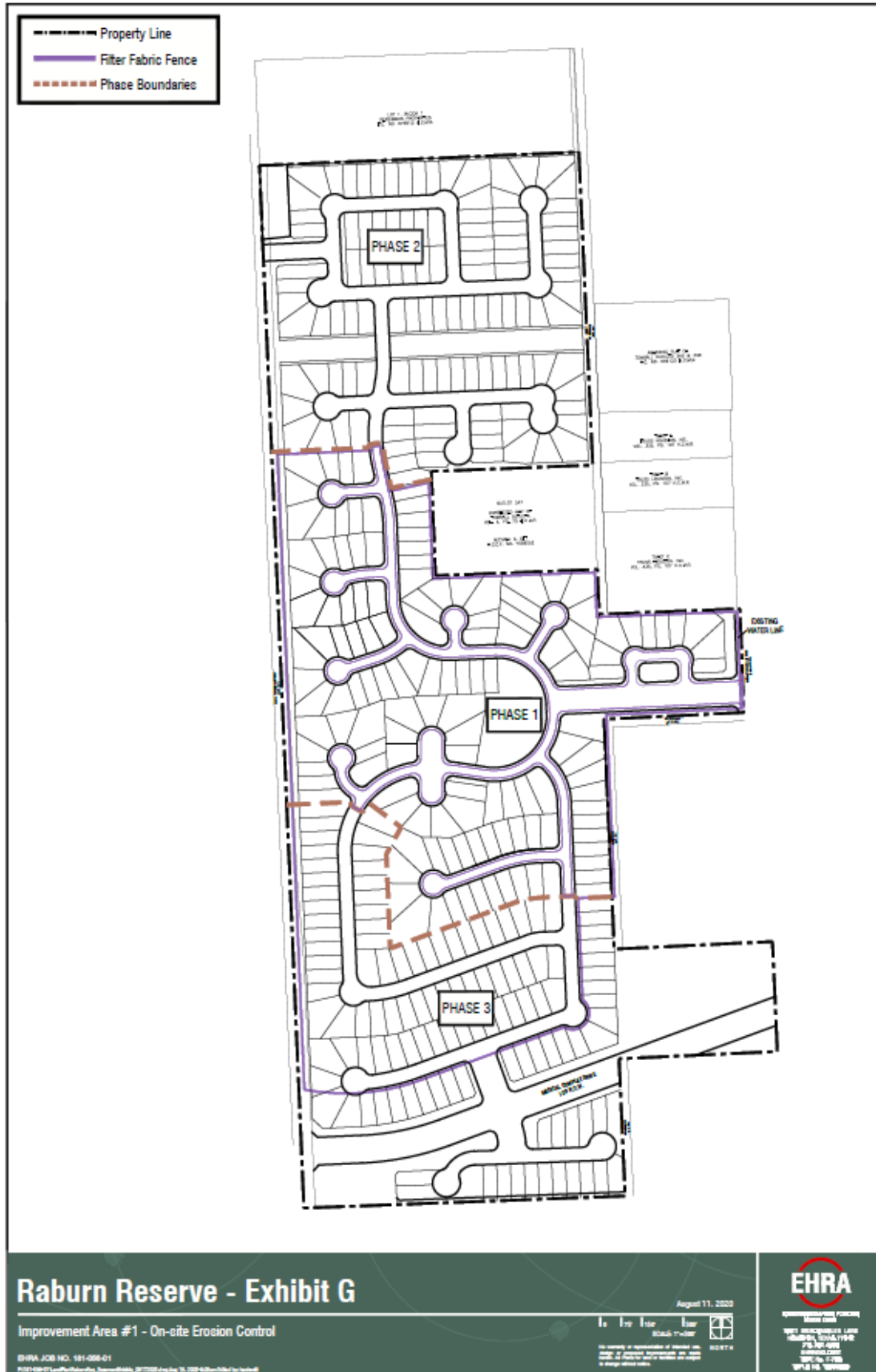


EXHIBIT L – IMPROVEMENT AREA #1 IMPROVEMENTS MAPS







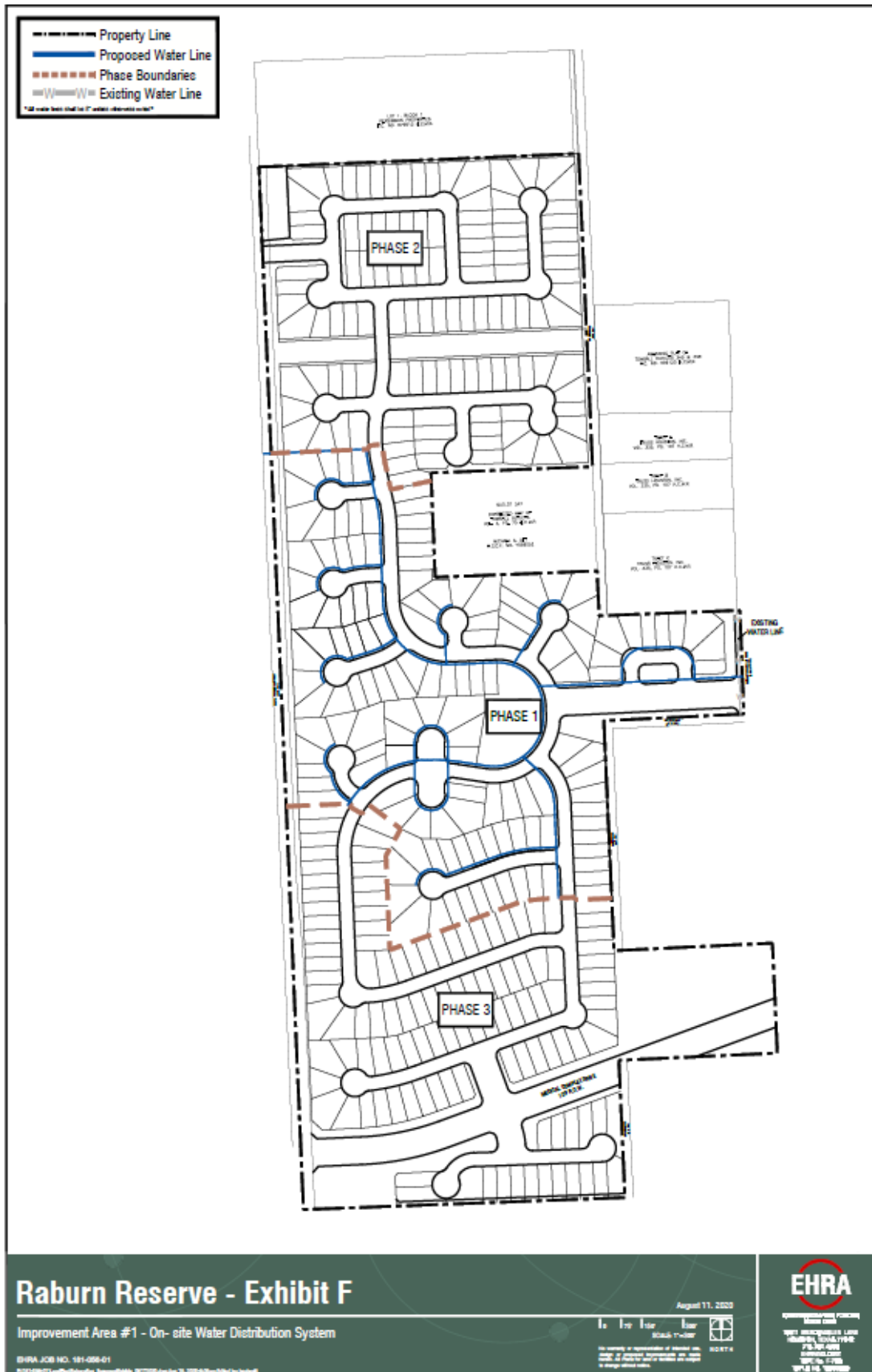


EXHIBIT M – IMPROVEMENT AREA #2 IMPROVEMENTS MAPS

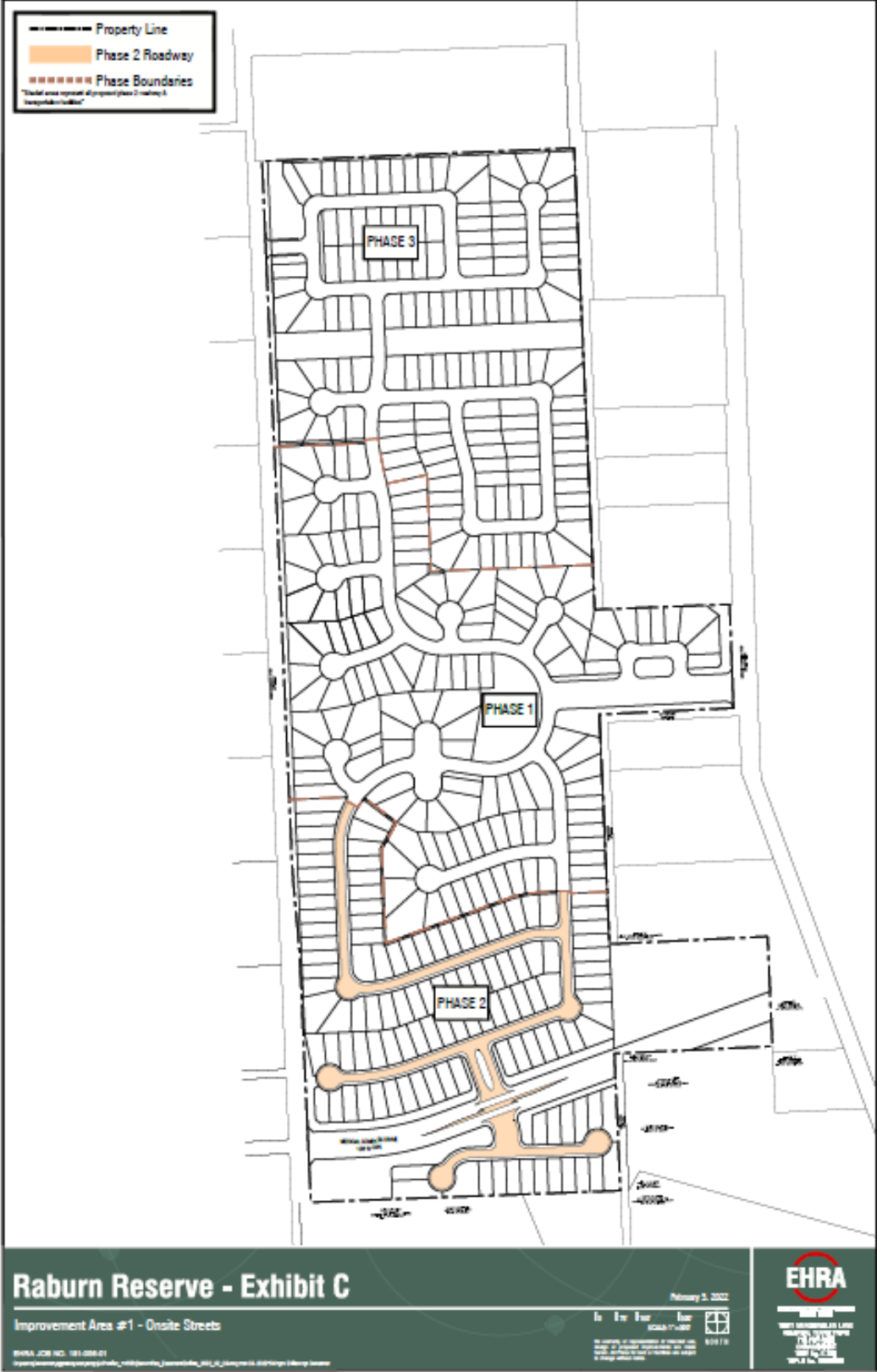










EXHIBIT N – NOTICE OF PID ASSESSMENT TERMINATION



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

[Date]
Harris County Civil Courthouse
Honorable [County Clerk Name]
201 Caroline, Suite 310
Houston, Texas 77002

Re: City of Tomball Lien Release documents for filing

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

Enclosed is a lien release that the City of Tomball 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 Tomball
Attn: [City Secretary]
401 Market Street
Tomball, Texas 77375

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

Sincerely,
[Signature]

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

**[City Secretary]
City of Tomball
401 Market Street
Tomball, Texas 77375**

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.

STATE OF TEXAS §

COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of \$ _____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Harris County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Harris 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, as established by Ordinance No. 2020-26, which levied the Assessment 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 TOMBALL, TEXAS,

By: _____
[Name], [Title]

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Name], [Title] for the City of Tomball, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT O – IMPROVEMENT AREA #1 PLAT

RABURN RESERVE PID
2022 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN 62

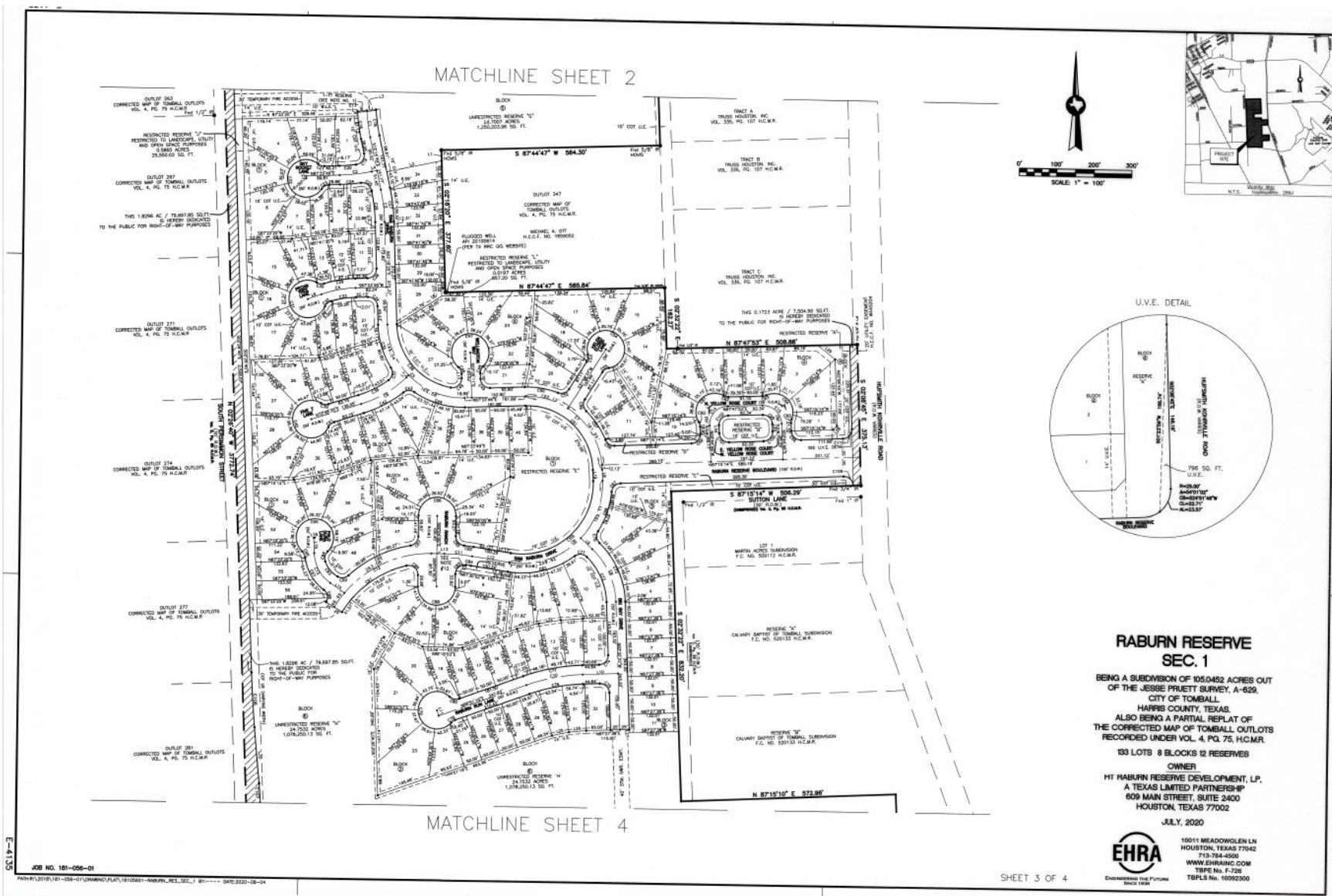
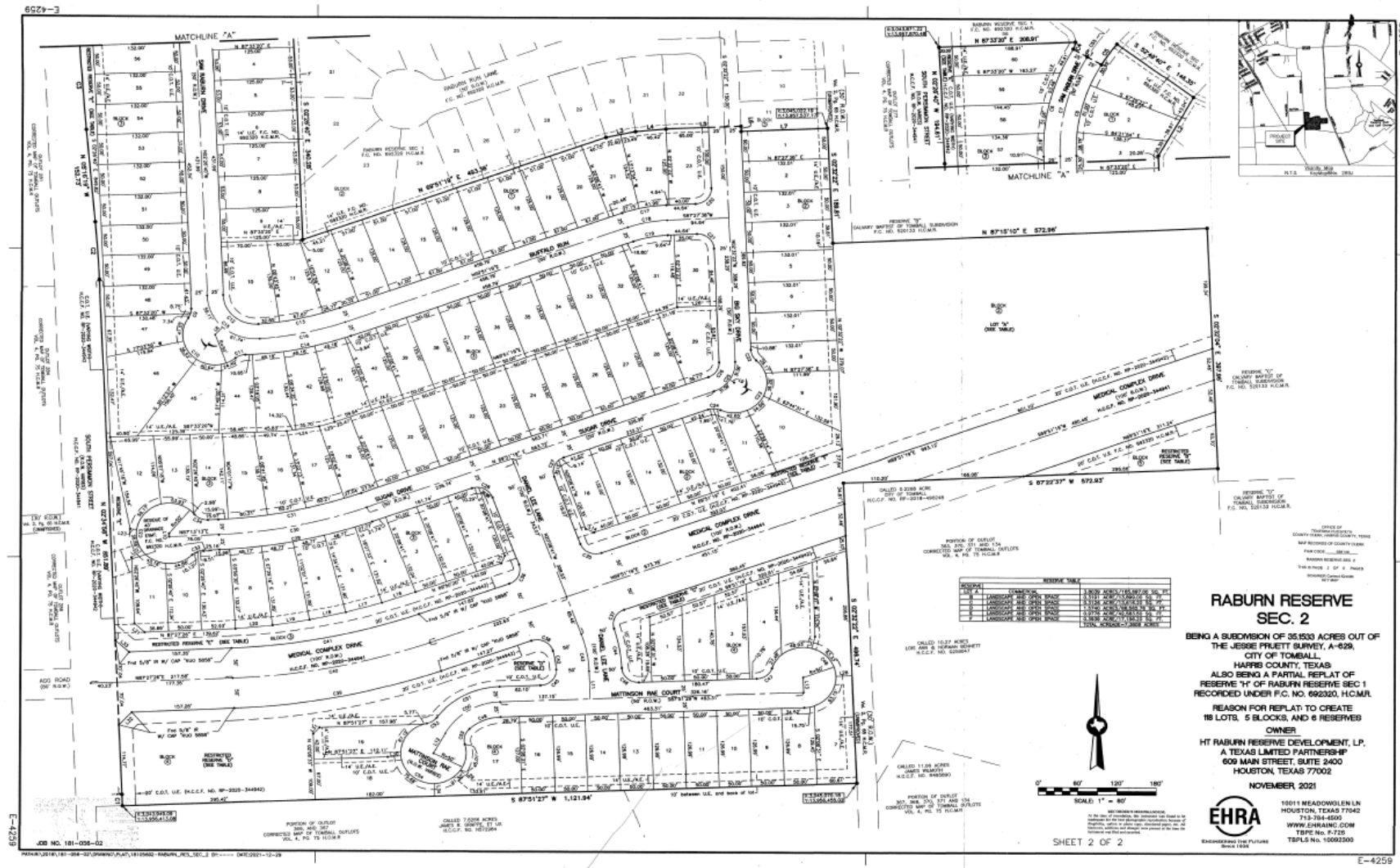


EXHIBIT P – IMPROVEMENT AREA #2 PLAT

[illegible]



**EXHIBIT Q-1 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1
BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), 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
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$31,601.50

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

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

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

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 Harris 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 HARRIS

§

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 Harris 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 HARRIS

§

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 Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 1

	Improvement Area #1 Series 2020 Bonds			Improvement Area #1 Series 2022 Bonds					
	Principal	Interest ¹		Principal	Interest ²		Additional Interest	Annual Collection Costs ³	Total Annual Installment
1/31/2023	\$ 338.35	\$ 715.13	\$	127.82	\$ 760.04	\$	158.01	\$ 365.91	\$ 2,465.25
1/31/2024	\$ 375.94	\$ 703.71	\$	263.16	\$ 752.69	\$	155.68	\$ 365.91	\$ 2,617.08
1/31/2025	\$ 375.94	\$ 691.02	\$	263.16	\$ 737.56	\$	152.48	\$ 365.91	\$ 2,586.07
1/31/2026	\$ 413.53	\$ 678.34	\$	263.16	\$ 722.43	\$	149.29	\$ 365.91	\$ 2,592.65
1/31/2027	\$ 413.53	\$ 664.38	\$	210.53	\$ 707.29	\$	145.90	\$ 365.91	\$ 2,507.54
1/31/2028	\$ 413.53	\$ 650.42	\$	338.35	\$ 695.19	\$	142.78	\$ 365.91	\$ 2,606.18
1/31/2029	\$ 451.13	\$ 636.47	\$	255.64	\$ 675.74	\$	139.02	\$ 365.91	\$ 2,523.90
1/31/2030	\$ 451.13	\$ 621.24	\$	293.23	\$ 661.04	\$	135.49	\$ 365.91	\$ 2,528.03
1/31/2031	\$ 488.72	\$ 606.02	\$	255.64	\$ 644.17	\$	131.77	\$ 365.91	\$ 2,492.22
1/31/2032	\$ 488.72	\$ 586.47	\$	330.83	\$ 629.47	\$	128.05	\$ 365.91	\$ 2,529.44
1/31/2033	\$ 526.32	\$ 566.92	\$	330.83	\$ 610.45	\$	123.95	\$ 365.91	\$ 2,524.36
1/31/2034	\$ 563.91	\$ 545.86	\$	330.83	\$ 591.43	\$	119.66	\$ 365.91	\$ 2,517.60
1/31/2035	\$ 563.91	\$ 523.31	\$	368.42	\$ 572.41	\$	115.19	\$ 365.91	\$ 2,509.14
1/31/2036	\$ 601.50	\$ 500.75	\$	368.42	\$ 551.23	\$	110.53	\$ 365.91	\$ 2,498.33
1/31/2037	\$ 639.10	\$ 476.69	\$	406.02	\$ 530.04	\$	105.68	\$ 365.91	\$ 2,523.43
1/31/2038	\$ 639.10	\$ 451.13	\$	451.13	\$ 506.69	\$	100.45	\$ 365.91	\$ 2,514.40
1/31/2039	\$ 676.69	\$ 425.56	\$	488.72	\$ 480.75	\$	95.00	\$ 365.91	\$ 2,532.64
1/31/2040	\$ 714.29	\$ 398.50	\$	496.24	\$ 452.65	\$	89.17	\$ 365.91	\$ 2,516.76
1/31/2041	\$ 751.88	\$ 369.92	\$	533.83	\$ 424.12	\$	83.12	\$ 365.91	\$ 2,528.79
1/31/2042	\$ 789.47	\$ 339.85	\$	578.95	\$ 393.42	\$	76.69	\$ 365.91	\$ 2,544.29
1/31/2043	\$ 827.07	\$ 308.27	\$	624.06	\$ 360.14	\$	69.85	\$ 365.91	\$ 2,555.29
1/31/2044	\$ 864.66	\$ 275.19	\$	624.06	\$ 324.25	\$	62.59	\$ 365.91	\$ 2,516.66
1/31/2045	\$ 902.26	\$ 240.60	\$	706.77	\$ 288.37	\$	55.15	\$ 365.91	\$ 2,559.05
1/31/2046	\$ 939.85	\$ 204.51	\$	759.40	\$ 247.73	\$	47.11	\$ 365.91	\$ 2,564.50
1/31/2047	\$ 977.44	\$ 166.92	\$	804.51	\$ 204.06	\$	38.61	\$ 365.91	\$ 2,557.45
1/31/2048	\$ 1,015.04	\$ 127.82	\$	849.62	\$ 157.80	\$	29.70	\$ 365.91	\$ 2,545.89
1/31/2049	\$ 1,052.63	\$ 87.22	\$	939.85	\$ 108.95	\$	20.38	\$ 365.91	\$ 2,574.93
1/31/2050	\$ 1,127.82	\$ 45.11	\$	954.89	\$ 54.91	\$	10.41	\$ 365.91	\$ 2,559.05
Total	\$ 18,383.46	\$ 12,607.33	\$	13,218.05	\$ 13,845.01	\$	2,791.69	\$ 10,245.38	\$ 71,090.91

Notes:

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.

¹ Interest on the Improvement Area #1 Series 2020 Bonds is calculated at the actual rate of the Series 2020 Bonds.

² Interest on the Improvement Area #1 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

³ \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

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

EXHIBIT Q-2 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), 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
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$43,847.46

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

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

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

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 Harris 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 HARRIS

§

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 Harris 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 HARRIS

§

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 Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installments Due	Improvement Area #2 2022 Bonds			Improvement Area #2 Reimbursement Obligation		Additional Interest	Annual Collection Costs ³	Total Annual Installment
	Principal	Interest ¹	Capitalized Interest	Principal	Interest ²			
1/31/2023	\$ -	\$ 1,112.03	\$ (1,112.03)	\$ -	\$ -	\$ -	\$ -	\$ -
1/31/2024	\$ 254.24	\$ 1,235.59		\$ 305.08	\$ 1,337.12	\$ 116.27	\$ 267.80	\$ 3,516.10
1/31/2025	\$ 271.19	\$ 1,220.34		\$ 322.03	\$ 1,319.58	\$ 114.75	\$ 267.80	\$ 3,515.68
1/31/2026	\$ 288.14	\$ 1,204.07		\$ 347.46	\$ 1,301.06	\$ 113.14	\$ 267.80	\$ 3,521.65
1/31/2027	\$ 313.56	\$ 1,186.78		\$ 355.93	\$ 1,281.08	\$ 111.40	\$ 267.80	\$ 3,516.55
1/31/2028	\$ 330.51	\$ 1,167.97		\$ 389.83	\$ 1,260.62	\$ 109.62	\$ 267.80	\$ 3,526.34
1/31/2029	\$ 355.93	\$ 1,148.14		\$ 406.78	\$ 1,238.20	\$ 107.67	\$ 267.80	\$ 3,524.52
1/31/2030	\$ 372.88	\$ 1,126.78		\$ 440.68	\$ 1,214.81	\$ 105.64	\$ 267.80	\$ 3,528.58
1/31/2031	\$ 398.31	\$ 1,104.41		\$ 466.10	\$ 1,189.47	\$ 103.43	\$ 267.80	\$ 3,529.52
1/31/2032	\$ 423.73	\$ 1,080.51		\$ 491.53	\$ 1,162.67	\$ 101.10	\$ 267.80	\$ 3,527.33
1/31/2033	\$ 449.15	\$ 1,055.08		\$ 525.42	\$ 1,134.41	\$ 98.64	\$ 267.80	\$ 3,530.51
1/31/2034	\$ 483.05	\$ 1,028.14		\$ 550.85	\$ 1,104.19	\$ 96.02	\$ 267.80	\$ 3,530.04
1/31/2035	\$ 516.95	\$ 999.15		\$ 584.75	\$ 1,072.53	\$ 93.26	\$ 267.80	\$ 3,534.43
1/31/2036	\$ 550.85	\$ 968.14		\$ 618.64	\$ 1,038.90	\$ 90.34	\$ 267.80	\$ 3,534.66
1/31/2037	\$ 584.75	\$ 935.08		\$ 661.02	\$ 1,003.33	\$ 87.25	\$ 267.80	\$ 3,539.22
1/31/2038	\$ 618.64	\$ 900.00		\$ 711.86	\$ 965.32	\$ 83.94	\$ 267.80	\$ 3,547.57
1/31/2039	\$ 661.02	\$ 862.88		\$ 754.24	\$ 924.39	\$ 80.38	\$ 267.80	\$ 3,550.70
1/31/2040	\$ 703.39	\$ 823.22		\$ 796.61	\$ 881.02	\$ 76.61	\$ 267.80	\$ 3,548.64
1/31/2041	\$ 754.24	\$ 781.02		\$ 838.98	\$ 835.21	\$ 72.63	\$ 267.80	\$ 3,549.87
1/31/2042	\$ 796.61	\$ 735.76		\$ 906.78	\$ 786.97	\$ 68.43	\$ 267.80	\$ 3,562.36
1/31/2043	\$ 847.46	\$ 687.97		\$ 957.63	\$ 734.83	\$ 63.90	\$ 267.80	\$ 3,559.58
1/31/2044	\$ 906.78	\$ 637.12		\$ 1,016.95	\$ 679.77	\$ 59.11	\$ 267.80	\$ 3,567.53
1/31/2045	\$ 966.10	\$ 582.71		\$ 1,076.27	\$ 621.30	\$ 54.03	\$ 267.80	\$ 3,568.20
1/31/2046	\$ 1,025.42	\$ 524.75		\$ 1,152.54	\$ 559.41	\$ 48.64	\$ 267.80	\$ 3,578.56
1/31/2047	\$ 1,093.22	\$ 463.22		\$ 1,220.34	\$ 493.14	\$ 42.88	\$ 267.80	\$ 3,580.59
1/31/2048	\$ 1,161.02	\$ 397.63		\$ 1,296.61	\$ 422.97	\$ 36.78	\$ 267.80	\$ 3,582.80
1/31/2049	\$ 1,237.29	\$ 327.97		\$ 1,381.36	\$ 348.42	\$ 30.30	\$ 267.80	\$ 3,593.12
1/31/2050	\$ 1,322.03	\$ 253.73		\$ 1,466.10	\$ 268.98	\$ 23.39	\$ 267.80	\$ 3,602.03
1/31/2051	\$ 1,406.78	\$ 174.41		\$ 1,559.32	\$ 184.69	\$ 16.06	\$ 267.80	\$ 3,609.05
1/31/2052	\$ 1,500.00	\$ 90.00		\$ 1,652.54	\$ 95.03	\$ 8.26	\$ 267.80	\$ 3,613.63
Total	\$ 20,593.22	\$ 24,814.58	\$ (1,112.03)	\$ 23,254.24	\$ 25,459.41	\$ 2,213.86	\$ 7,766.10	\$ 102,989.36

Notes:

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.

¹ Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual of the Series 2022 Bonds

[2] Interest Rate on the Improvement Area #2 Reimbursement Obligation is calculated at 5.75% which is less than 2% above the S&P Municipal Bond High Yield Index.

³ \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

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