

RESOLUTION NO. 24-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, ACCEPTING THE PRELIMINARY SERVICE AND ASSESSMENT PLAN FOR AUTHORIZED IMPROVEMENTS WITHIN IMPROVEMENT AREAS A-1; C-1, C-2 AND C-3 OF THE SOLTERRA PUBLIC IMPROVEMENT DISTRICT; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS; AUTHORIZING THE PUBLICATION AND MAILING OF NOTICE; AND ENACTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, on February 5, 2021, a petition was submitted and filed with the City Secretary of the City (the "*Petition*") requesting the establishment of a public improvement district pursuant to Chapter 372, Texas Local Government Code, as amended, (the "PID Act") to be known as the Solterra Public Improvement District (the "District" or "PID"); and

WHEREAS, the Petition contained the signatures of the owners of taxable real property representing more than 50% of the area of all the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Dallas Central Appraisal District, and the signature of the property owners who owned taxable real property that constituted more than 50% of the area of all taxable property within the District liable for assessment; and

WHEREAS, on March 1, 2021, the City Council accepted the Petition and called a public hearing for April 5, 2021, on the creation of the District and the advisability of certain public improvements to be constructed within the District; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on March 18, 2021; and

WHEREAS, on March 17, 2021, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on April 5, 2021; and

WHEREAS, on April 5, 2021, after due notice, the City Council of the City (the "City Council") opened a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and approved a resolution creating the Solterra Public Improvement District (the "Authorization"); and,

WHEREAS, on April 15, 2021, the City published the Authorization in a newspaper of general circulation in the City; and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase (each an “Improvement Area”); and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for certain public improvements within Improvement Areas A-1; C-1; C-2 and C-3 (the “Improvement Area A-1 Projects,” “Improvement Area C-1 Projects,” “Improvement Area C-2 Projects,” and “Improvement Area C-3 Projects,” respectively) of the District (the “Preliminary Plan”), such Preliminary Plan attached hereto as Exhibit B, covers a period of at least five years and defines the annual indebtedness and the projected costs of the Improvement Area A-1 Projects, Improvement Area C-1 Projects, Improvement Area C-2 Projects, and Improvement Area C-3 Projects; and

WHEREAS, the Preliminary Plan also includes an assessment plan that apportions the cost of Improvement Area A-1 Projects to be assessed against property within Improvement Area A-1 of the District and such apportionment is made on the basis of special benefits accruing to the assessed property within Improvement Area A-1 of the District because of the Improvement Area A-1 Projects; and

WHEREAS, the Preliminary Plan also includes an assessment plan that apportions the cost of Improvement Area C-1 Projects to be assessed against property within Improvement Area C-1 of the District and such apportionment is made on the basis of special benefits accruing to the assessed property within Improvement Area C-1 of the District because of the Improvement Area C-1 Projects; and

WHEREAS, the Preliminary Plan also includes an assessment plan that apportions the cost of Improvement Area C-2 Projects to be assessed against property within Improvement Area C-2 of the District and such apportionment is made on the basis of special benefits accruing to the assessed property within Improvement Area C-2 of the District because of the Improvement Area C-2 Projects; and

WHEREAS, the Preliminary Plan also includes an assessment plan that apportions the cost of Improvement Area C-3 Projects to be assessed against property within Improvement Area C-3 of the District and such apportionment is made on the basis of special benefits accruing to the assessed property within Improvement Area C-1 of the District because of the Improvement Area C-3 Projects; and

WHEREAS, the City Council also directed the preparation of an assessment roll for the District that states the assessment against each parcel of land within Improvement Area A-1, Improvement Area C-1, Improvement Area C-2, and Improvement Area C-3 (the “Improvement Area A-1 Assessment Roll,” “Improvement Area C-1 Assessment Roll,” “Improvement Area C-2 Assessment Roll,” and “Improvement Area C-3 Assessment Roll,” and collectively, the “Assessment Rolls”) and such Assessment Rolls are attached to and a part of the Preliminary Plan; and

WHEREAS, after determining the total costs of the Improvement Area A-1 Projects, the Improvement Area C-1 Projects, the Improvement Area C-2 Projects and the Improvement Area C-3 Projects City Council notes that the Preliminary Plan and proposed Assessment Rolls may be changed as the City Council deems appropriate before such Preliminary Plan and Assessment Rolls are adopted as final by the City Council; and

WHEREAS, the City has determined to call a public hearing regarding the proposed levy of assessments pursuant to the Preliminary Plan and the proposed Assessment Roll, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to publish and mail notice of such public hearings in order to provide notice to all interested parties of the City's proposed levy of assessments against the property within Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 in the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to file the Preliminary Plan and Assessment Rolls with the City Secretary such that they are available for public inspection pursuant to Section 372.016 of the Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, THAT:**

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the "Public Hearing") for 7:00 p.m. on July 17, 2023 at the regular meeting place of the City, the City Council Chamber at Mesquite City Hall, 757 N. Galloway, Mesquite, Texas 75149, to consider approving the Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Rolls with such amendments to the assessments on any parcel as the City Council deems necessary, as the final Service and Assessment Plan ( the "Final Plan") for Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 of the District, and as the final Assessment Rolls for Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 of the District (the "Final Improvement Area A-1 Roll," the Final Improvement Area C-1 Roll," the "Final Improvement Area C-3 Roll" the collectively, the "Final Rolls"). After all objections made at such hearing have been heard, the City Council may: (i) levy the assessments as special assessments against each parcel of property in Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 of the District as set forth in the Final Plan, including the Final Rolls; (ii) specify the method of payment of the assessments; and (iii) provide that assessments be paid in periodic installments. Notice of the Public Hearings setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11) days before the date of the Public Hearing, in a newspaper of general circulation in the City. Notice of such Public Hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of

each owner of property liable for an assessment in the proposed Final Rolls as reflected on the tax rolls of the Dallas County Appraisal District. All residents and property owners within Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 of the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Preliminary Plan and the Final Rolls, and the proposed assessments and offer testimony pertinent to any issue presented on the amount of the assessments, purpose of the assessments, special benefit of the assessments, and the costs of collection and the penalties and interest on delinquent assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed assessments, the City Council must hear and pass on any objection to a proposed assessment. The City Council may amend a proposed assessment on any parcel in the District. The failure of a property owner to receive notice does not invalidate the proceeding.

Section 3. Publication of Notice. The City Council hereby directs the City Secretary to cause the publication and mailing of notice of the Public Hearings substantially in the form attached as Exhibit A. Such publication shall occur at least eleven (11) days before the date of the Public Hearings.

Section 4. Conduct of Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the Public Hearing and shall conduct the Public Hearing in connection with its consideration of the Final Plan, including the Final Rolls, for the District and the levy of the proposed assessments, including costs of collection, penalties and interest on delinquent assessments. At the Public Hearing, the City Council will hear and pass on any objections to the Preliminary Service and Assessment Plan and the proposed Assessment Rolls and the levy of the proposed assessments (which objections may be written or oral) within Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3. At or on the adjournment of the Public Hearing, the City Council may amend a proposed assessment on any parcel in Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 or Improvement Area C-3. After all objections, if any, have been heard and passed upon, the City may (i) levy the assessments as special assessments against each parcel of property in Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 of the District as set forth in the Final Plans and Final Rolls for Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 of the District, (ii) specify the method of payment of the assessments, and (iii) provide that the assessments be paid in periodic installments.

Section 5. Filing of Proposed Assessment Rolls. The proposed Final Rolls for Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 shall be filed in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

Section 6. Further Action. The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the July 17, 2023 meeting of the City Council.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 20th day of June 2023.

DocuSigned by:

*Daniel Aleman Jr.*

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Mayor

ATTEST:

DocuSigned by:

*Sonya Land*

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City Secretary

DocuSigned by:

APPROVED: *David Paschall*

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City Attorney

## EXHIBIT A

### CITY OF MESQUITE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Mesquite, Texas for 7:00 p.m. on July 17, 2023 at the regular meeting place of the City, the City Council Chamber at Mesquite City Hall, 757 N. Galloway, Mesquite, Texas 75149 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law). The s will be held to consider proposed assessments to be levied against certain assessable property in the Solterra Public Improvement District (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The general nature of the proposed public improvements are: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to storm drainage improvements; (iii) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (iv) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs; and the acquisition and installation of pieces of art; (v) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (vi) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (v) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (vii) payment of expenses incurred in the establishment, administration and operation of the District; and (viii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property. These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

The estimated cost to design, acquire and construct the Authorized Improvements within District, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately \$295,000,000. The estimated cost to design, acquire and construct the Authorized Improvements within Improvement Area A-1 of the District (including Improvement Area A-1.1, Improvement Area A-1.2 and Improvement Area A-1.3), together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately \$46,000,000. The estimated cost to design, acquire and construct the Authorized Improvements within Improvement Area C-1 of the District, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately \$10,000,000. The estimated cost to design, acquire and construct the Authorized Improvements within Improvement Area C-2 of the District, together with bond issuance costs, eligible legal and financial fees, eligible credit

enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately \$7,000,000. The estimated cost to design, acquire and construct the Authorized Improvements within Improvement Area C-3 of the District, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately \$10,000,000. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the District or from certain tax increment revenues generated from Reinvestment Zone Number fifteen, City of Mesquite (Solterra) . The remaining costs of the Authorized Improvements will be paid from sources other than those described above.

The District, which includes Improvement Area A-1 (consisting of Improvement Area A-1.1, Improvement Area A-1.2 and Improvement Area A-1.3), Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 includes approximately 1,424.398 acres of vacant land generally located southwest of East Cartwright Road and both northwest and southeast of Faithon P. Lucas, Sr., Boulevard in the City of Mesquite, Dallas County, Texas, located within the corporate limits of the City and as more particularly described by a metes and bounds description available for public inspection at the office of the City Secretary, 1515 North Galloway Avenue, Mesquite, Texas 75149.

All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Service and Assessment Plan, including the proposed Assessment Rolls for Improvement Area A-1.1, Improvement Area A-1.2, Improvement Area A-1.3, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 of the District, which includes the assessments to be levied against each parcel in Improvement Area A-1, Improvement Area C-1, Improvement Area C-2 and Improvement Area C-3 of the District is available for public inspection at the office of the City Secretary, 1515 North Galloway Avenue, Mesquite, Texas 75149.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 20th day of June, 2023.

/s/ Sonja Land  
City Secretary

**EXHIBIT B**

**PRELIMINARY SERVICE AND ASSESSMENT PLAN**



# Solterra Public Improvement District

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PRELIMINARY SERVICE AND ASSESSMENT PLAN

JUNE 19, 2023



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

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## INTRODUCTION

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

On April 5, 2021, the City Council passed and approved Resolution No. 15-2021 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 1,424.398 acres located within the corporate limits of the City, as described by the legal description on **Exhibit P-1** and depicted on **Exhibit A-1**.

The PID Act requires a service plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B**.

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

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Assessment Roll for Improvement Area A-1.1 is included as **Exhibit G-1**. The Assessment Roll for Improvement Area A-1.2 is included as **Exhibit H-1**. The Assessment Roll for Improvement Area A-1.3 is included as **Exhibit I-1**. The Assessment Roll for Improvement Area C-1 is included as **Exhibit J-1**. The Assessment Roll for Improvement Area C-2 is included as **Exhibit K-1**. The Assessment Roll for Improvement Area C-3 is included as **Exhibit L-1**.

## SECTION I: DEFINITIONS

**“Actual Costs”** mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developers, (either directly or through affiliates), including : (1) the costs for the design, planning, financing, 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) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if the Developer is serving as construction manager but not the general contractor.

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

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

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

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

**“Annual Installment”** means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) upon the issuance of PID Bonds, Additional Interest related to the PID Bonds. The principal and interest amount in an Annual Installment may be reduced by the TIRZ No. 15 Annual Credit Amount.

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

**“Apportioned Property”** means any Parcel within the District against which the costs of the Authorized Improvements are apportioned based on special conferred benefit and against which an Assessment is anticipated to be levied, but has not yet been levied.

**“Apportionment of Costs”** means an amount allocated by this Service and Assessment Plan to a Parcel within the District for future Authorized Improvement costs, other than Non-Benefitted Property, subject to a future levy of Assessments by the City and also subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

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

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

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

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

**“Assessment Roll”** means any assessment roll for the Assessed Property, including the Improvement Area A-1.1 Assessment Roll, Improvement Area A-1.2 Assessment Roll, Improvement Area A-1.3 Assessment Roll, Improvement Area C-1 Assessment Roll, Improvement Area C-2 Assessment Roll, and Improvement Area C-3 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID

Act, including updates prepared in connection with the issuance of PID Bonds or in any Annual Service Plan Updates.

**“Authorized Improvements”** means the improvements authorized by Section 372.003 of the PID Act, including Improvement Zone A Improvements, Improvement Area A-1 Improvements, Improvement Zone C Improvements, Improvement Area C-1 Improvements, Improvement Area C-2 Improvements, Improvement Area C-3 Improvements, Major Improvements, Bond Issuance Costs, and Annual Collection Costs, as described in **Sections III**, and as further depicted on **Exhibit M-1, Exhibit M-2, Exhibit M-3, Exhibit M-4, Exhibit M-5, Exhibit M-6, and Exhibit M-7**.

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

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

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

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

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

**“Developer(s)”** means an individual or entity that intends to develop property in the District for the ultimate purpose of transferring title to end users, including the Master Developer, Improvement Zone A Developer, and Improvement Zone C Developer, and any successor or assigns thereof.

**“District”** means the Solterra Public Improvement District containing approximately 1,424.398 acres located within the corporate limits of the City, and more specifically described in **Exhibit P-1** and depicted on **Exhibit A-1**.

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

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



attached hereto as **Appendix A** for Improvement Zone A Improvements, Improvement Area A-1 Improvements, Improvement Zone C Improvements, Improvement Area C-1 Improvements, Improvement Area C-2 Improvements, Improvement Area C-3 Improvements, and Major Improvements.

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

**“First Year Annual Collection Costs”** means the estimated Annual Collection Costs to be accrued prior to collection of the first Annual Installment of the Assessment securing the applicable PID Bonds, as shown on **Exhibit D**.

**“Improvement Area A-1 Bonds”** means those certain “City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2023 (Solterra Public Improvement District Improvement Area A-1 Projects)” that are secured by Improvement Area A-1.1 Assessments, Improvement Area A-1.2 Assessments, and Improvement Area A-1.3 Assessments.

**“Improvement Area A-1 Improvements”** means the Authorized Improvements which only benefit the Improvement Area A-1.1 Assessed Property, the Improvement Area A-1.2 Assessed Property, and the Improvement Area A-1.3 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit M-2**.

**“Improvement Area A-1.1”** means approximately 69.573 acres located within Improvement Area A-1, more specifically described in **Exhibit P-3** and depicted on **Exhibit A-3**.

**“Improvement Area A-1.1 Annual Installment”** means the Annual Installment of the Improvement Area A-1.1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) the pro rata portion of the Annual Collection Costs based on outstanding Assessment related to the Improvement Area A-1 Bonds related to Improvement Area A-1.1; and (4) the pro rata portion of the Additional Interest based on outstanding Assessment related to Improvement Area A-1.1, as shown on **Exhibit G-2**. The principal and interest amount of the Improvement Area A-1.1 Assessments may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

**“Improvement Area A-1.1 Assessed Property”** means any Parcel within Improvement Area A-1.1 against which an Improvement Area A-1.1 Assessment is levied.

**“Improvement Area A-1.1 Assessment”** means an Assessment levied against Improvement Area A-1.1 Assessed Property, related to the Improvement Area A-1.1 Projects, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area A-1.1 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

**“Improvement Area A-1.1 Assessment Roll”** means the Assessment Roll for the Improvement Area A-1.1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area A-1.1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit G-1**.

**“Improvement Area A-1.1 Initial Parcel”** means all of the Improvement Area A-1.1 Assessed Property, which is described on **Exhibit P-3**, and generally depicted on **Exhibit A-3**, against which the entire Improvement Area A-1.1 Assessment is levied, as shown on the Improvement Area A-1.1 Assessment Roll.

**“Improvement Area A-1.1 Projects”** means collectively, (1) the pro rata portion of the Zone A Improvements allocable to Improvement Area A-1.1; (2) the pro rata portion of the Improvement Area A-1 Improvements allocable to Improvement Area A-1.1; (3) the pro rata portion of the Major Improvements allocable to Improvement Area A-1.1; (4) the pro rata portion of the First Year Annual Collection Costs based on outstanding Assessment related to the Improvement Area A-1 Bonds; and (5) the pro rata portion of the Bond Issuance Costs based on outstanding Assessment incurred in connection with the issuance of Improvement Area A-1 Bonds.

**“Improvement Area A-1.2”** means approximately 123.110 acres located within the Improvement Area A-1, more specifically described in **Exhibit P-4** and depicted on **Exhibit A-4**.

**“Improvement Area A-1.2 Annual Installment”** means the Annual Installment of the Improvement Area A-1.2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) the pro rata portion of the Annual Collection Costs based on outstanding Assessment related to the Improvement Area A-1 Bonds related to Improvement Area A-1.2; and (4) the pro rata portion of the Additional Interest based on outstanding Assessment related to Improvement Area A-1.2, as shown on **Exhibit H-2**. The principal and interest amount of the Improvement Area A-1.2 Assessments may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

**“Improvement Area A-1.2 Assessed Property”** means any Parcel within Improvement Area A-1.2 against which an Improvement Area A-1.2 Assessment is levied.

**“Improvement Area A-1.2 Assessment”** means an Assessment levied against Improvement Area A-1.2 Assessed Property, related to the Improvement Area A-1.2 Projects, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area A-1.2 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

**“Improvement Area A-1.2 Assessment Roll”** means the Assessment Roll for the Improvement Area A-1.2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area A-1.2 Assessment Roll is included in this Service and Assessment Plan as **Exhibit H-1**.

**“Improvement Area A-1.2 Initial Parcel”** means all of the Improvement Area A-1.2 Assessed Property, which is described on **Exhibit P-4**, and generally depicted on **Exhibit A-4**, against which the entire Improvement Area A-1.2 Assessment is levied, as shown on the Improvement Area A-1.2 Assessment Roll.

**“Improvement Area A-1.2 Projects”** means collectively, (1) the pro rata portion of the Zone A Improvements allocable to Improvement Area A-1.2; (2) the pro rata portion of the Improvement Area A-1 Improvements allocable to Improvement Area A-1.2; (3) the pro rata portion of the Major Improvements allocable to Improvement Area A-1.2; (4) the pro rata portion of the First Year Annual Collection Costs based on outstanding Assessment related to the Improvement Area A-1 Bonds; and (5) the pro rata portion of the Bond Issuance Costs based on outstanding Assessment incurred in connection with the issuance of Improvement Area A-1 Bonds.

**“Improvement Area A-1.3”** means approximately 17.153 acres located within the District, more specifically described in **Exhibit P-5** and depicted on **Exhibit A-5**.

**“Improvement Area A-1.3 Annual Installment”** means the Annual Installment of the Improvement Area A-1.3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) the pro rata portion of the Annual Collection Costs based on outstanding Assessment related to the Improvement Area A-1 Bonds related to Improvement Area A-1.3; and (4) the pro rata portion of the Additional Interest based on outstanding Assessment related to Improvement Area A-1.3, as shown on **Exhibit I-2**. The principal and interest amount of the Improvement Area A-1.3 Assessments may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

**“Improvement Area A-1.3 Assessed Property”** means any Parcel within Improvement Area A-1.3 against which an Improvement Area A-1.3 Assessment is levied.

**“Improvement Area A-1.3 Assessment”** means an Assessment levied against Improvement Area A-1.3 Assessed Property, related to the Improvement Area A-1.3 Projects, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area A-1.3 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

**“Improvement Area A-1.3 Assessment Roll”** means the Assessment Roll for the Improvement Area A-1.3 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area A-1.3 Assessment Roll is included in this Service and Assessment Plan as **Exhibit I-1**.

**“Improvement Area A-1.3 Initial Parcel”** means all of the Improvement Area A-1.3 Assessed Property, which is described on **Exhibit P-5**, and generally depicted on **Exhibit A-5**, against which the entire Improvement Area A-1.3 Assessment is levied, as shown on the Improvement Area A-1.3 Assessment Roll.

**“Improvement Area A-1.3 Projects”** means collectively, (1) the pro rata portion of the Zone A Improvements allocable to Improvement Area A-1.3; (2) the pro rata portion of the Improvement Area A-1 Improvements allocable to Improvement Area A-1.3; (3) the pro rata portion of the Major Improvements allocable to Improvement Area A-1.3; (4) the pro rata portion of the First Year Annual Collection Costs based on outstanding Assessment related to the Improvement Area A-1 Bonds; and (5) the pro rata portion of the Bond Issuance Costs based on outstanding Assessment incurred in connection with the issuance of Improvement Area A-1 Bonds.

**“Improvement Area C-1”** means approximately 90.988 acres located within the District, more specifically described in **Exhibit P-8** and depicted on **Exhibit A-8**.

**“Improvement Area C-1 Annual Installment”** means the Annual Installment of the Improvement Area C-1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) the pro rata portion of the Annual Collection Costs based on outstanding Assessment related to the Improvement Area C-1 Bonds related to Improvement Area C-1; and (4) the pro rata portion of the Additional Interest based on outstanding Assessment related to Improvement Area C-1, as shown on **Exhibit J-2**. The principal and interest amount of the Improvement Area C-1 Assessment may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

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

**“Improvement Area C-1 Assessment”** means an Assessment levied against Improvement Area C-1 Assessed Property, related to the Improvement Area C-1 Projects, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area C-1 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

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

**“Improvement Area C-1 Bonds”** means those certain “City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2023 (Solterra Public Improvement District Improvement Area C-1 Project)” that are secured by Improvement Area C-1 Assessments.

**“Improvement Area C-1 Improvements”** means the Authorized Improvements which only benefit the Improvement Area C-1 Assessed Property, as further described in **Section III.D** and depicted on **Exhibit M-4**.

**“Improvement Area C-1 Initial Parcel”** means all of the Improvement Area C-1 Assessed Property, which is described on **Exhibit P-8**, and generally depicted on **Exhibit A-8**, against which the entire Improvement Area C-1 Assessment is levied, as shown on the Improvement Area C-1 Assessment Roll.

**“Improvement Area C-1 Projects”** means collectively, (1) the pro rata portion of the Improvement Zone C Improvements allocable to Improvement Area C-1; (2) the Improvement Area C-1 Improvements; (3) the pro rata portion of the Major Improvements allocable to Improvement Area C-1; (4) the pro rata portion of the First Year Annual Collection Costs based on outstanding Assessment related to the Improvement Area C-1 Bonds; and (5) the pro rata portion of the Bond Issuance Costs based on outstanding Assessment incurred in connection with the issuance of Improvement Area C-1 Bonds.

**“Improvement Area C-2”** means approximately 38.882 acres located within the District, more specifically described in **Exhibit P-9** and depicted on **Exhibit A-9**.

**“Improvement Area C-2 Annual Installment”** means the Annual Installment of the Improvement Area C-2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) the pro rata portion of the Annual Collection Costs based on outstanding Assessment related to the Improvement Area C-2 Bonds related to Improvement Area C-2; and (4) the pro rata portion of the Additional Interest based on outstanding Assessment related to Improvement Area C-2, as shown on **Exhibit K-2**. The principal and interest amount of

the Improvement Area C-2 Assessment may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F.**

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

**“Improvement Area C-2 Assessment”** means an Assessment levied against Improvement Area C-2 Assessed Property, related to the Improvement Area C-2 Projects, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area C-2 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

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

**“Improvement Area C-2 Bonds”** means those certain “City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2023 (Solterra Public Improvement District Improvement Area C-2 Project)” that are secured by Improvement Area C-2 Assessments.

**“Improvement Area C-2 Improvements”** means the Authorized Improvements which only benefit the Improvement Area C-2 Assessed Property, as further described in **Section III.E** and depicted on **Exhibit M-5.**

**“Improvement Area C-2 Initial Parcel”** means all of the Improvement Area C-2 Assessed Property, which is described on **Exhibit P-9**, and generally depicted on **Exhibit A-9**, against which the entire Improvement Area C-2 Assessment is levied, as shown on the Improvement Area C-2 Assessment Roll.

**“Improvement Area C-2 Projects”** means collectively, (1) the pro rata portion of the Improvement Zone C Improvements allocable to Improvement Area C-2; (2) the Improvement Area C-2 Improvements; (3) the pro rata portion of the Major Improvements allocable to Improvement Area C-2; (4) the pro rata portion of the First Year Annual Collection Costs based on outstanding Assessment related to the Improvement Area C-2 Bonds; and (5) the pro rata portion of the Bond Issuance Costs based on outstanding Assessment incurred in connection with the issuance of Improvement Area C-2 Bonds.

**“Improvement Area C-3”** means approximately 34.79 acres located within the District, more specifically described in **Exhibit P-10** and depicted on **Exhibit A-10.**

**“Improvement Area C-3 Annual Installment”** means the Annual Installment of the Improvement Area C-3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) the pro rata portion of the Annual Collection Costs based on outstanding Assessment related to the Improvement Area C-3 Assessments; and (4) the pro rata portion of the Additional Interest based on outstanding Assessment related to Improvement Area C-3, when PID Bonds are issued with a pledge of the Improvement Area C-3 Assessment, as shown on **Exhibit L-2**. The principal and interest amount of the Improvement Area C-3 Assessment may be reduced by a portion of the TIRZ No. 15 Annual Credit Amount, pursuant to **Section V.F**.

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

**“Improvement Area C-3 Assessment”** means an Assessment levied against Improvement Area C-3 Assessed Property, related to the Improvement Area C-3 Projects, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area C-3 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

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

**“Improvement Area C-3 Improvements”** means the Authorized Improvements which only benefit the Improvement Area C-3 Assessed Property, as further described in **Section III.F** and depicted on **Exhibit M-6**.

**“Improvement Area C-3 Initial Parcel”** means all of the Improvement Area C-3 Assessed Property, which is described on **Exhibit P-10**, and generally depicted on **Exhibit A-10**, against which the entire Improvement Area C-3 Assessment is levied, as shown on the Improvement Area C-3 Assessment Roll.

**“Improvement Area C-3 Reimbursement Agreement”** means that certain “Solterra Public Improvement District Reimbursement Agreement,” effective \_\_\_\_\_, 2023, by and between the City and the Master Developer.

**“Improvement Area C-3 Reimbursement Obligation”** means an amount not to exceed \$5,435,000.00 secured by the Improvement Area C-3 Assessments to be paid to the Master Developer pursuant to the Improvement Area C-3 Reimbursement Agreement. The Annual

Installments of the Improvement Area C-3 Assessments for the Improvement Area C-3 Reimbursement Obligation are shown on **Exhibit L-2**.

**“Improvement Area C-3 Projects”** means collectively, (1) the pro rata portion of the Improvement Zone C Improvements allocable to Improvement Area C-3; (2) the Improvement Area C-3 Improvements; (3) the pro rata portion of the Major Improvements allocable to Improvement Area C-3; and (4) the pro rata portion of the First Year Annual Collection Costs based on outstanding Assessment related to the Improvement Area C-3 Assessment.

**“Improvement Zone A”** means approximately 721.818 acres located within the District, more specifically described in **Exhibit P-2** and depicted on **Exhibit A-2**. Improvement Zone A is inclusive of Improvement Area A-1.1, Improvement Area A-1.2, Improvement Area A-1.3, and the Improvement Zone A Remainder Area.

**“Improvement Zone A Developer”** means HC Solterra, LLC, a Texas limited liability company and any successors or assigns thereof that intends to develop the property in Improvement Zone A for the ultimate purpose of transferring title to end users and is responsible for constructing Improvement Zone A Improvements, Improvement Area A-1 Improvements, and Improvement Zone A’s pro rata portion of the Major Improvements.

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

**“Improvement Zone A Remainder Area”** means all of Improvement Zone A, save and except Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-1.3, consisting of approximately 464.178 acres, to be developed as one or more future improvement areas.

**“Improvement Zone A Remainder Area Apportioned Property”** means any property within the Improvement Zone A Remainder Area against which a portion of the Actual Costs of the Improvement Zone A Remainder Area Projects are apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but not yet levied.

**“Improvement Zone A Remainder Area Apportionment of Costs”** means an Apportionment of Costs against any property within the Improvement Zone A Remainder Area for the Improvement Zone A Remainder Area Projects, as shown on **Exhibit B-5**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Zone A Remainder Area Projects”** means collectively, (1) the pro rata portion of the Improvement Zone A Improvements allocable to the Improvement Zone A Remainder Area Apportioned Property; and (1) the pro rata portion of the Major Improvements allocable to the Improvement Zone A Remainder Area Apportioned Property.



**“Improvement Zone B”** means approximately 285.50 acres located within the District, more specifically described in **Exhibit P-6** and depicted on **Exhibit A-6**.

**“Improvement Zone B Apportioned Property”** means any property within the Improvement Zone B against which a portion of the Actual Costs of the Major Improvements are apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but have not yet been levied.

**“Improvement Zone B Apportionment of Costs”** means an Apportionment of Costs against any property within Improvement Zone B for the Improvement Zone B Projects, as shown on **Exhibit B-5**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Zone B Owner”** means Lucas Farms Joint Venture and any successors or assigns thereof that owns the property in Improvement Zone B for the ultimate purpose of transferring title to the Master Developer.

**“Improvement Zone B Projects”** means the pro rata portion of the Major Improvements allocable to the Improvement Zone B Apportioned Property based on Estimated Buildout Value.

**“Improvement Zone C”** means approximately 417.080 acres located within the District, more specifically described in **Exhibit P-7** and depicted on **Exhibit A-7**. Improvement Zone C is inclusive of Improvement Area C-1, Improvement Area C-2, Improvement Area C-3, and the Improvement Zone C Remainder Area.

**“Improvement Zone C Developer”** means Lennar Homes of Texas Land and Construction, Ltd., LLC, a Texas limited liability company and any successors or assigns thereof that intends to develop the property in Improvement Zone C for the ultimate purpose of transferring title to end users and is responsible for constructing Improvement Zone C Improvements, Improvement Area C-1 Improvements, Improvement Area C-2 Improvements, and Improvement Area C-3 Improvements.

**“Improvement Zone C Improvements”** means those Authorized Improvements that confer a special benefit to all of the Assessed Property within Improvement Zone C, as further described in **Section III.C**, and depicted on **Exhibit M-3**.

**“Improvement Zone C Remainder Area”** means all of Improvement Zone C, save and except Improvement Area C-1 Improvement Area C-2, and Improvement Area C-3, consisting of approximately 252.42 acres, to be developed as one or more future improvement areas.

**“Improvement Zone C Remainder Area Apportioned Property”** means any property within the Improvement Zone C Remainder Area against which the Actual Costs of the Improvement Zone

C Remainder Area Projects are apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but not yet levied.

**“Improvement Zone C Remainder Area Apportionment of Costs”** means an Apportionment of Costs against a Parcel within the Improvement Zone C Remainder Area Apportioned Property for the Improvement Zone C Remainder Area Projects, as shown on **Exhibit B-5**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Zone C Remainder Area Projects”** means collectively, (1) the pro rata portion of the Major Improvements allocable to the Improvement Zone C Remainder Area Apportioned Property; and (2) the pro rata portion of the Zone C Improvements allocable to the Improvement Zone C Remainder Area Apportioned Property.

**“Improvement Zone C Remainder Area Owner”** means Solterra South, LLC and any successors or assigns thereof that owns the property in Improvement Area C-3 and Improvement Zone C Remainder Area for the ultimate purpose of transferring title to Improvement Zone C Developer.

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

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

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

**“Lot Type 1”** means a Lot within Improvement Area A-1.1 marketed to homebuilders as a 35’ Lot with an Estimated Buildout Value of \$357,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 2”** means a Lot within Improvement Area A-1.1 marketed to homebuilders as a 40’ Lot with an Estimated Buildout Value of \$399,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 3”** means a Lot within Improvement Area A-1.1 marketed to homebuilders as a 50’ Lot with an Estimated Buildout Value of \$462,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 4”** means a Lot within Improvement Area A-1.1 marketed to homebuilders as a 60’ Lot with an Estimated Buildout Value of \$534,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 5”** means a Lot within Improvement Area A-1.2 marketed to homebuilders as a 40’ Lot with an Estimated Buildout Value of \$399,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 6”** means a Lot within Improvement Area A-1.2 marketed to homebuilders as a 50’ Lot with an Estimated Buildout Value of \$462,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 7”** means a Lot within Improvement Area A-1.2 marketed to homebuilders as a 60’ Lot with an Estimated Buildout Value of \$534,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 8”** means a Lot within Improvement Area A-1.2 marketed to homebuilders as a 70’ Lot with an Estimated Buildout Value of \$589,500 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 9”** means a Lot within Improvement Area A-1.3 marketed to homebuilders as a 22’ Lot with an Estimated Buildout Value of \$309,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 10”** means a Lot within Improvement Area C-1 marketed to homebuilders as a 40’ Lot with an Estimated Buildout Value of \$390,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 11”** means a Lot within Improvement Area C-1 marketed to homebuilders as a 50’ Lot with an Estimated Buildout Value of \$415,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 12”** means a Lot within Improvement Area C-2 marketed to homebuilders as a 40’ Lot with an Estimated Buildout Value of \$390,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 13”** means a Lot within Improvement Area C-2 marketed to homebuilders as a 50’ Lot with an Estimated Buildout Value of \$415,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 14”** means a Lot within Improvement Area C-3 marketed to homebuilders as a 40’ Lot with an Estimated Buildout Value of \$450,000 as of the date of adoption of this Service and Assessment Plan.

**“Lot Type 15”** means a Lot within Improvement Area C-3 marketed to homebuilders as a 50’ Lot with an Estimated Buildout Value of \$480,000 as of the date of adoption of this Service and Assessment Plan.

**“Major Improvements”** means those Authorized Improvements that confer a special benefit to all of the Assessed Property within the District, including District Formation Expenses, as further described in **Section III.G**, and depicted on **exhibit M-7**.

**“Master Developer”** means HC Solterra, LLC, a Texas limited liability company including its successors or assigns, as developer of certain property within the District and that is responsible for building the Major Improvements, Improvement Zone A Improvements, and Improvement Zone B Improvements.

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

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

**“Notice of Assessment Termination”** means a document that shall be recorded in the official public records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit N**.

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

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

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

**“Prepayment”** means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an

Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

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

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

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

**“TIRZ No. 15”** means the Tax Increment Reinvestment Zone Number Fifteen, City of Mesquite, Texas.

**“TIRZ No. 15 Agreement”** means the TIRZ Agreement – Solterra PID, to be approved on the sale date of the Improvement Area A-1 Bonds, Improvement Area C-1 Bonds, and Improvement Area C-2 Bonds.

**“TIRZ No. 15 Annual Credit Amount”** is defined in **Section V.F**, which amount shall not annually exceed the TIRZ No. 15 Maximum Annual Credit Amount, and which shall be transferred from the TIRZ No. 15 Fund to the applicable pledged revenue fund pursuant to the TIRZ No. 15 Agreement.

**“TIRZ No. 15 Fund”** means the tax increment fund created pursuant to the TIRZ No. 15 Ordinance where TIRZ No. 15 Revenues are deposited annually.

**“TIRZ No. 15 Maximum Annual Credit Amount”** means for each Lot Type, the amount of TIRZ No. 15 Revenues that results in an equivalent tax rate of \$3.12 per \$100 of assessed value for such Lot Type taking into consideration the tax rates of all applicable overlapping taxing units and the equivalent tax rate of each applicable Assessment levied on each Lot Type, based on Estimated Buildout Value at the time the City Council approves each Assessment Ordinance levying each respective Assessment. The Estimated Buildout Value per Lot Type is shown on **Exhibit E**. The Estimated Buildout Value for all of Improvement Zone A and Improvement Zone C will remain consistent as shown on **Exhibit E**, unless provided with an updated appraisal by an independent third-party.

**“TIRZ No. 15 Ordinance”** means Ordinance No. 4869 adopted by the City Council on June 7, 2021, which approved the creation of TIRZ No. 15 and authorized the use of TIRZ No. 15 Revenues for project costs under the Chapter 311, Texas Tax Code as amended, and related to certain public improvements as provided for in the TIRZ No. 15 Project Plan.

**“TIRZ No. 15 Project Plan”** means the Tax Increment Reinvestment Zone Number 15, City of Mesquite, Texas Preliminary Project and Financing Plan, as periodically amended or updated, dated May 3, 2021.

**“TIRZ No. 15 Revenues”** mean, for each year, the amounts which are deposited in the TIRZ No. 15 Fund pursuant to the TIRZ No. 15 Ordinance, and TIRZ No. 15 Project Plan.

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

## SECTION II: THE DISTRICT

The District includes approximately 1,424.398 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 3,324 Lots developed with single-family homes.

Improvement Zone A includes approximately 721.818 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-2** and depicted on **Exhibit A-2**. Development of Improvement Zone A is anticipated to include approximately 1,760 Lots developed with single-family homes. Improvement Zone A is inclusive of (1) Improvement Area A-1, which is inclusive of (i) Improvement Area A-1.1, (ii) Improvement Area A-1.2, and (iii) Improvement Area A-1.3, and (2) the Improvement Zone A Remainder Area.

Improvement Area A-1.1 includes approximately 69.573 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-3** and depicted on **Exhibit A-3**. Development of Improvement Area A-1.1 is anticipated to include approximately 287 Lots developed with single-family homes (20 single-family homes that are on Lots classified as Lot Type 1, 174 single-family homes that are on Lots classified as Lot Type 2, 41 single-family homes that are on Lots classified as Lot Type 3, and 52 single-family homes that are on Lots classified as Lot Type 4).

Improvement Area A-1.2 includes approximately 123.110 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-4** and depicted on **Exhibit A-4**. Development of Improvement Area 1.2 is anticipated to include approximately 389 Lots developed with single-family homes (26 single-family homes that are on Lots classified as Lot Type 5, 237 single-family homes that are on Lots classified as Lot Type 6, 80 single-family homes that are on Lots classified as Lot Type 7, and 46 single-family homes that are on Lots classified as Lot Type 8).

Improvement Area A-1.3 includes approximately 17.153 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-5** and depicted on **Exhibit A-5**. Development of Improvement Area 1.3 is anticipated to include approximately 111 Lots developed with single-family homes (all 111 single-family homes that are on Lots classified as Lot Type 9).

The Improvement Zone A Remainder Area includes approximately 464.178 contiguous acres located within the corporate limits of the City. Development of Improvement Zone A Remainder Area is anticipated to include approximately 973 Lots developed with single-family homes.

Improvement Zone B includes approximately 285.50 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-6** and depicted on **Exhibit A-6**. Development of Improvement Zone B is anticipated to include approximately 751 Lots developed with single-family homes.

Improvement Zone C includes approximately 417.080 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-7** and depicted on **Exhibit A-7**. Development of Improvement Zone C is anticipated to include approximately 813 Lots developed with single-family homes. Improvement Zone C is inclusive of Improvement Area C-1, Improvement Area C-2, Improvement Area C-3, and the Improvement Zone C Remainder Area.

Improvement Area C-1 includes approximately 90.988 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-8** and depicted on **Exhibit A-8**. Development of Improvement Area C-1 is anticipated to include approximately 162 Lots developed with single-family homes (66 single-family homes that are on Lots classified as Lot Type 10 and 96 single-family homes that are on Lots classified as Lot Type 11.)

Improvement Area C-2 includes approximately 38.882 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-9** and depicted on **Exhibit A-9**. Development of Improvement Area C-2 is anticipated to include approximately 104 Lots developed with single-family homes (53 single-family homes that are on Lots classified as Lot Type 12 and 51 single-family homes that are on Lots classified as Lot Type 13).

Improvement Area C-3 includes approximately 34.79 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit P-10** and depicted on **Exhibit A-10**. Development of Improvement Area C-3 is anticipated to include approximately 147 Lots developed with single-family homes (58 single-family homes that are on Lots classified as Lot Type 14 and 89 single-family homes that are on Lots classified as Lot Type 15).

The Improvement Zone C Remainder Area includes approximately 252.42 contiguous acres located within the corporate limits of the City. Development of the Improvement Zone C Remainder Area is anticipated to include approximately 400 Lots developed with single-family homes.



## SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Developers and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property and/or the Apportioned Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City or by a third party pursuant to a qualified management contract/except as otherwise noted below. The budget for the Authorized Improvements is shown on **Exhibit B-1, Exhibit B-2, Exhibit B-3, and Exhibit B-4.**

### A. Improvement Zone A Improvements

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, sidewalk/trails, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Zone A.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Zone A.

- *Storm Sewer*

Improvements including floodplain reclamation, earthen channels, swales, curb and drop inlets, RCP piping and concrete box culvers, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Zone A.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Zone A.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, and improvement of parks and open spaces for the benefit of the Lots within Improvement Zone A.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Zone A Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

## **B. Improvement Area A-1 Improvements**

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including alleys, mews, and turn lanes), testing, handicapped ramps, sidewalks/trails and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-1.3.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-1.3.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for each Lot within Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-3.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping,

valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-1.3.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park and open space for the benefit of the Lots within Improvement Area A-1.1, Improvement Area A-1.2 and Improvement Area A-1.3.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area A-1 Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

## **C. Improvement Zone C Improvements**

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, sidewalks/trails, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Zone C.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, aerial creek crossing, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Zone C.

- *Storm Sewer*

Improvements including floodplain reclamation, earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Zone C.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Zone C.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park and open space for the benefit of the Lots within Improvement Zone C.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Zone C Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

#### **D. Improvement Area C-1 Improvements**

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including alleys, mews, and turn lanes), testing, handicapped ramps, sidewalks/trails, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area C-1.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Area C-1.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within

### Improvement Area C-1.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Area C-1.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park and open space for the benefit of the Lots within Improvement Area C-1.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area C-1 Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

### **E. Improvement Area C-2 Improvements**

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including alleys, mews, and turn lanes), testing, handicapped ramps, sidewalks/trails and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, striping, barricades, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area C-2.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Area C-2.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control

and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Area C-2.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Area C-2.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park and open space for the benefit of the Lots within Improvement Area C-2.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area C-2 Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

## **F. Improvement Area C-3 Improvements**

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including alleys, mews, and turn lanes), testing, handicapped ramps, sidewalks/trails and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, striping, barricades, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area C-3.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide sanitary sewer service to each Lot within Improvement Area C-3.

- *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, concrete flumes, rock rip rap, concrete

outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for each Lot within Improvement Area C-3.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, borings, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to each Lot within Improvement Area C-3.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, park and open space for the benefit of the Lots within Improvement Area C-3.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area C-3 Improvements including land planning and landscape design, City and other regulatory agency fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

## **G. Major Improvements**

- *Roads*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways (including left/right turn lanes and roundabouts), testing, handicapped ramps, sidewalks/trails, traffic signalization, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, striping, barricades, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within the District.

- *Storm Sewer*

Improvements including earthen channels, lakes, swales, curb and drop inlets, RCP piping and concrete box culverts, headwalls, wingwalls, lake edge walls, concrete flumes, rock rip rap, concrete outfall structures, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm sewer for all Lots within the District.

- *Landscaping*

Improvements including installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, ponds, park and open space for the benefit of all Lots within the District.

- *Soft Costs*

Costs related to designing, constructing, and installing the Major Improvements including land planning and landscape design, City and other regulatory fees, engineering, soil testing, survey, construction management, contingency, District Formation Expenses, legal fees, and consultant fees.

## **H. Bond Issuance Costs**

- *Debt Service Reserve Fund*

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

- *Capitalized Interest*

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

- *Underwriter's Discount*

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

- *Underwriter's Counsel*

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

- *Cost of Issuance*

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

## **I. First Year Annual Collection Costs**

- *First Year Annual Collection Costs*

Equals the amount necessary to fund the first year's Annual Collection Costs immediately



following the issuance of a series of PID Bonds.

#### SECTION IV: SERVICE PLAN

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

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

#### SECTION V: ASSESSMENT PLAN

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

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

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and

governmental powers and is conclusive and binding on the Developers, and all future owners and developers of the Assessed Property and Apportioned Property.

### **A. Assessment Methodology**

Acting in its legislative capacity and based on information provided by the Developers and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Authorized Improvements shall be allocated or apportioned as follows:

- The costs of the Improvement Zone A Improvements shall be allocated or apportioned to Improvement Area A-1.1, Improvement Area A-1.2, Improvement Area A-1.3, and the Improvement Zone A Remainder Area Apportioned Property based upon Estimated Buildout Value of each Parcel or Assessed Property to the Estimated Buildout Value of Improvement Zone A. Currently, Improvement Area A-1.1 is allocated 14.86% of the Improvement Zone A Improvement costs, Improvement Area A-1.2 is allocated 22.88% of the Improvement Zone A Improvement costs, Improvement Area A-1.3 is allocated 4.14% of the Improvement Zone A Improvement costs, and the Improvement Zone A Remainder Area Apportioned Property is apportioned 58.12% of the Improvement Zone A Improvement costs. The allocation and apportionment of the Improvement Zone A Improvement costs are shown on **Exhibit B-1, Exhibit B-4, and Exhibit B-5**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.
- The costs of the Improvement Area A-1 Improvements shall be allocated to each Parcel within Improvement Area A-1.1, Improvement Area A-1.2, and Improvement Area A-1.3 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area A-1.1 Assessed Property, Improvement Area A-1.2 Assessed Property, and Improvement Area A-1.3 Assessed Property to the Estimated Buildout Value of all Assessed Property within Improvement Area A-1. Currently, Improvement Area A-1.1 is allocated 35.49% of the Improvement Area A-1 Improvement costs, Improvement Area A-1.2 is allocated 54.64% of the Improvement Area A-1 Improvement costs, and Improvement Area A-1.3 is allocated 9.88% of the Improvement Area A-1 Improvement costs. The allocation of the Improvement Area A-1 Improvement costs are shown on **Exhibit B-1 and Exhibit B-4**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.
- The costs of the Improvement Zone C Improvements shall be allocated or apportioned to Improvement Area C-1, Improvement Area C-2, Improvement Area C-3, and the Improvement Zone C Remainder Area Apportioned Property based upon the Estimated

Buildout Value of each Parcel or Assessed Property to the Estimated Buildout Value of Improvement Zone C. Currently, Improvement Area C-1 is allocated 19.43% of the Improvement Zone C Improvement costs, Improvement Area C-2 is allocated 12.40% of the Improvement Zone C Improvement costs, Improvement Area C-3 is allocated 20.39% of the Improvement Zone C Improvement costs, and the Improvement Zone C Remainder Area Apportioned Property is apportioned 47.78% of the Improvement Zone C Improvement costs. The allocation and apportionment of the Improvement Zone C Improvement costs are shown on **Exhibit B-3, Exhibit B-4, and Exhibit B-5**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.

- The costs of the Improvement Area C-1 Improvements shall be allocated to each Parcel within Improvement Area C-1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area C-1 Assessed Property to the Estimated Buildout Value of all Improvement Area C-1 Assessed Property. Currently, the Improvement Area C-1 Initial Parcel is the only Parcel within Improvement Area C-1, and as such, the Improvement Area C-1 Initial Parcel is allocated 100% of the Improvement Area C-1 Improvements. The allocation of the Improvement Area C-1 Improvement costs are shown on **Exhibit B-3 and Exhibit B-4**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.
- The costs of the Improvement Area C-2 Improvements shall be allocated to each Parcel within Improvement Area C-2 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area C-2 Assessed Property to the Estimated Buildout Value of all Improvement Area C-2 Assessed Property. Currently, the Improvement Area C-2 Initial Parcel is the only Parcel within Improvement Area C-2, and as such, the Improvement Area C-2 Initial Parcel is allocated 100% of the Improvement Area C-2 Improvements. The allocation of the Improvement Area C-2 Improvement costs are shown on **Exhibit B-3 and Exhibit B-4**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.
- The costs of the Improvement Area C-3 Improvements shall be allocated to each Parcel within Improvement Area C-3 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area C-3 Assessed Property to the Estimated Buildout Value of all Improvement Area C-3 Assessed Property. Currently, the Improvement Area C-3 Initial Parcel is the only Parcel within Improvement Area C-3, and as such, the Improvement Area C-3 Initial Parcel is allocated 100% of the Improvement Area C-3 Improvements. The allocation of the Improvement Area C-3 Improvement costs are

shown on **Exhibit B-3** and **Exhibit B-4**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.

- The costs of the Major Improvements shall be allocated to Improvement Area A-1.1, Improvement Area A-1.2, Improvement Area A-1.3, the Improvement Zone A Remainder Area Apportioned Property, the Improvement Zone B Apportioned Property, Improvement Area C-1, Improvement Area C-2, and the Improvement Zone C Remainder Area Apportioned Property based upon Estimated Buildout Value of each Parcel or Assessed Property to the Estimated Buildout Value of the District. Currently, Improvement Area A-1.1 is allocated 7.03% of the Major Improvement costs, Improvement Area A-1.2 is allocated 10.83% of the Major Improvement costs, Improvement Area A-1.3 is allocated 1.96% of the Major Improvement costs, the Improvement Zone A Remainder Area Apportioned Property is apportioned 27.50% of the Major Improvement costs, the Improvement Zone B Apportioned Property is apportioned 33.41% of the Major Improvement costs, Improvement Area C-1 is allocated 3.74% of the Major Improvement costs, Improvement Area C-2 is allocated 2.39% of the Major Improvement costs, Improvement Area C-3 is allocated 3.93% of the Major Improvement costs, and the Improvement Zone C Remainder Area Apportioned Property is apportioned 9.21% of the Major Improvement costs. The allocation and appropriation of Major Improvement costs are shown on **Exhibit B-1**, **Exhibit B-2**, **Exhibit B-3**, **Exhibit B-4**, and **Exhibit B-5**. Cost overruns and/or decreases in Estimated Buildout Value for future improvement areas will result in an increase of Developer contribution, as described in **Exhibit B-5**.

## **B. Assessments**

Assessments will be levied on the Assessed Property according to the Improvement Area A-1.1 Assessment Roll, Improvement Area A-1.2 Assessment Roll, Improvement Area A-1.3 Assessment Roll, Improvement Area C-1 Assessment Roll, Improvement Area C-2 Assessment Roll, and Improvement Area C-3 Assessment Roll, attached hereto as **Exhibit G-1**, **Exhibit H-1**, **Exhibit I-1**, **Exhibit J-1**, **Exhibit K-1**, and **Exhibit L-1**, respectively. The projected Improvement Area A-1.1 Annual Installments, projected Improvement Area A-1.2 Annual Installments, projected Improvement Area A-1.3 Annual Installments, projected Improvement Area C-1 Annual Installments, projected Improvement Area C-2 Annual Installments, and projected Improvement Area C-3 Annual Installments are shown on **Exhibit G-2**, **Exhibit H-2**, **Exhibit I-2**, **Exhibit J-2**, **Exhibit K-2**, and **Exhibit L-2**, respectively, and are subject to revisions made during any Annual Service Plan Update. Upon division or subdivision of the Improvement Area A-1.1 Initial Parcel, Improvement Area A-1.2 Initial Parcel, Improvement Area A-1.3 Initial Parcel, Improvement Area C-1 Initial Parcel, Improvement Area C-2 Initial Parcel, and Improvement Area C-3 Initial Parcel,

the Improvement Area A-1.1 Assessments, Improvement Area A-1.2 Assessments, Improvement Area A-1.3 Assessments, Improvement Area C-1 Assessments, Improvement Area C-2 Assessments, and Improvement Area C-3 Assessments, respectively, will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, Lot Type 10, Lot Type 11, Lot Type 12, Lot Type 13, Lot Type 14, or Lot Type 15, respectively, exceed the corresponding Maximum Assessment for each Lot Type classification.

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

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

- *Improvement Area A-1.1*
  - The costs of the Improvement Area A-1.1 Projects equal \$16,126,239 as shown on **Exhibit B-1**;
  - The Improvement Area A-1.1 Assessed Property receives special benefit from the Improvement Area A-1.1 Projects equal to or greater than the Actual Cost of the Improvement Area A-1.1 Projects;
  - The Improvement Area A-1.1 Initial Parcel will be allocated 100% of the Improvement Area A-1.1 Assessment levied for the Improvement Area A-1.1 Projects, which equals \$11,430,000 as shown on the Improvement Area A-1.1 Assessment Roll attached hereto as **Exhibit G-1**;
  - The special benefit ( $\geq$  \$16,126,239) received by the Improvement Area A-1.1 Initial Parcel from the Improvement Area A-1.1 Projects is equal to or greater than the amount of the Improvement Area A-1.1 Assessment (\$11,430,000) levied on the Improvement Area A-1.1 Initial Parcel for the Improvement Area A-1.1 Projects; and
  - At the time the City Council approved this Service and Assessment Plan, the Improvement Zone A Developer, or a merchant homebuilder that has closed on a lot pursuant to a contract with the Developer of Improvement Zone A, owned 100% of the Improvement Area A-1.1 Initial Parcel. The Improvement Zone A Developer and any merchant homebuilder that has closed on a lot pursuant to a contract with the Developer of Improvement Zone A, if applicable, acknowledged

that the Improvement Area A-1.1 Projects confer a special benefit on the Improvement Area A-1.1 Initial Parcel and consented to the imposition of the Improvement Area A-1.1 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone A Developer and each merchant homebuilder that owned property within Improvement Area A-1.1, if applicable, ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area A-1.1 Assessment on the Improvement Area A-1.1 Initial Parcel.

- *Improvement Area A-1.2*
  - The costs of the Improvement Area A-1.2 Projects equal \$24,987,398 as shown on **Exhibit B-1**;
  - The Improvement Area A-1.2 Assessed Property receives special benefit from the Improvement Area A-1.2 Projects Area equal to or greater than the Actual Costs of the Improvement Area A-1.2 Projects;
  - The Improvement Area A-1.2 Initial Parcel will be allocated 100% of the Improvement Area A-1.2 Assessment levied for the Improvement Area A-1.2 Projects, which equals \$18,565,000 as shown on the Improvement Area A-1.2 Assessment Roll attached hereto as **Exhibit H-1**;
  - The special benefit ( $\geq$  \$24,987,398) received by the Improvement Area A-1.2 Initial Parcel from the Improvement Area A-1.2 Projects is equal to or greater than the amount of the Improvement Area A-1.2 Assessment (\$18,565,000) levied on the Improvement Area A-1.2 Initial Parcel for the Improvement Area A-1.2 Projects; and
  - At the time the City Council approved this Service and Assessment Plan, the Improvement Zone A Developer owned 100% of the Improvement Area A-1.2 Initial Parcel. The Improvement Zone A Developer acknowledged that the Improvement Area A-1.2 Projects confer a special benefit on the Improvement Area A-1.2 Initial Parcel and consented to the imposition of the Improvement Area A-1.2 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone A Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3)

the levying of the Improvement Area A-1.2 Assessment on the Improvement Area A-1.2 Initial Parcel.

- *Improvement Area A-1.3*
  - The costs of the Improvement Area A-1.3 Projects equal \$4,758,436 as shown on **Exhibit B-1**;
  - The Improvement Area A-1.3 Assessed Property receives special benefit from the Improvement Area A-1.3 Projects Area equal to or greater than the Actual Cost of the Improvement Area A-1.3 Projects;
  - The Improvement Area A-1.3 Initial Parcel will be allocated 100% of the Improvement Area A-1.3 Assessment levied for the Improvement Area A-1.3 Projects, which equals \$3,430,000 as shown on the Improvement Area A-1.3 Assessment Roll attached hereto as **Exhibit I-1**;
  - The special benefit ( $\geq \$4,758,436$ ) received by the Improvement Area A-1.3 Initial Parcel from the Improvement Area A-1.3 Projects is equal to or greater than the amount of the Improvement Area A-1.3 Assessment (\$3,430,000) levied on the Improvement Area A-1.3 Initial Parcel for the Improvement Area A-1.3 Projects; and
  - At the time the City Council approved this Service and Assessment Plan, the Improvement Zone A Developer owned 100% of the Improvement Area A-1.3 Initial Parcel. The Improvement Zone A Developer acknowledged that the Improvement Area A-1.3 Projects confer a special benefit on the Improvement Area A-1.3 Initial Parcel and consented to the imposition of the Improvement Area A-1.3 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone A Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area A-1.3 Assessment on the Improvement Area A-1.3 Initial Parcel.
  
- *Improvement Zone A Remainder Area Apportioned Property*
  - The total costs of the Improvement Zone A Remainder Area Projects allocable to the Improvement Zone A Remainder Area Apportioned Property as financed by

the Improvement Zone A Developer equals \$9,456,677, as shown on **Exhibit B-1**; and

- The Improvement Zone A Remainder Area receives special benefit from the Improvement Zone A Remainder Area Projects equal to or greater than the Actual Cost of the Improvement Zone A Remainder Area Projects apportioned to the Improvement Zone A Remainder Area Apportioned Property; and
- The Improvement Zone A Remainder Area Apportioned Property will be apportioned 100% of the Improvement Zone A Remainder Area Apportionment of Costs for the Improvement Zone A Remainder Area Projects, which equals \$9,456,677, as shown on **Exhibit B-5**, of which all or a portion of such amount is expected to be levied by the City at a later date; and
- At the time the City Council approved this Service and Assessment Plan, the Improvement Zone A Developer owned 100% of the Improvement Zone A Remainder Area Apportioned Property. The Improvement Zone A Developer acknowledged that the Improvement Zone A Remainder Area Projects confer a special benefit on the Improvement Zone A Remainder Area Apportioned Property and consented to the imposition of the Improvement Zone A Remainder Area Apportionment of Costs in anticipation of a future levy by the City Council to pay for all or a portion of the Improvement Zone A Remainder Area Apportionment of Costs of Improvement Zone A Remainder Area Projects associated therewith. The Improvement Zone A Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) this Service and Assessment Plan; and (3) the Apportionment of Costs on the Improvement Zone A Remainder Area Apportioned Property.
- *Improvement Zone B Apportioned Property*
  - The total costs of the Improvement Zone B Projects allocable to the Improvement Zone B as financed by the Master Developer equals \$5,910,714, as shown on **Exhibit B-2**; and
  - The Improvement Zone B Apportioned Property receives special benefit from the Improvement Zone B Projects equal to or greater than the Actual Cost of the Improvement Zone B Projects apportioned to the Improvement Zone B; and



- The Improvement Zone B Apportioned Property will be apportioned 100% of the Improvement Zone B Apportionment of Costs for the Improvement Zone B Projects, which equals \$5,910,714, as shown on **Exhibit B-5**, of which all or a portion of such amount is expected to be levied by the City at a later date; and
- At the time the City Council approved this Service and Assessment Plan, the Master Developer owned 100% of the Improvement Zone B Apportioned Property. The Master Developer acknowledged that the Improvement Zone B Projects confer a special benefit on the Improvement Zone B Apportioned Property and consented to the imposition of the Improvement Zone B Apportionment of Costs in anticipation of a future levy by the City Council to pay for all or a portion of the Improvement Zone B Apportionment of Costs of Improvement Zone B Projects associated therewith. The Master Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) this Service and Assessment Plan; and (3) the Apportionment of Costs on the Improvement Zone B Apportioned Property.
- *Improvement Area C-1*
  - The costs of the Improvement Area C-1 Projects equal \$9,737,999 as shown on **Exhibit B-3**;
  - The Improvement Area C-1 Assessed Property receives special benefit from the Improvement Area C-1 Projects equal to or greater than the Actual Costs of the Improvement Area C-1 Projects;
  - The Improvement Area C-1 Initial Parcel will be allocated 100% of the Improvement Area C-1 Assessment levied for the Improvement Area C-1 Projects, which equals \$7,000,000, as shown on the Improvement Area C-1 Assessment Roll attached hereto as **Exhibit J-1**;
  - The special benefit ( $\geq$  \$9,737,999) received by the Improvement Area C-1 Initial Parcel from the Improvement Area C-1 Projects is equal to or greater than the amount of the Improvement Area C-1 Assessment (\$7,000,000) levied on the Improvement Area C-1 Initial Parcel for the Improvement Area C-1 Projects; and
  - At the time the City Council approved this Service and Assessment Plan, the Improvement Zone C Developer owned 100% of the Improvement Area C-1 Initial Parcel. The Improvement Zone C Developer acknowledged that the Improvement Area C-1 Projects confer a special benefit on the Improvement Area C-1 Initial

Parcel and consented to the imposition of the Improvement Area C-1 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone C Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area C-1 Assessment on the Improvement Area C-1 Initial Parcel.

- *Improvement Area C-2*

- The costs of the Improvement Area C-2 Projects equal \$6,654,620 as shown on **Exhibit B-3**;
- The Improvement Area C-2 Assessed Property receives special benefit from the Improvement Area C-2 Projects equal to or greater than the Actual Cost of the Improvement Area C-2 Projects;
- The Improvement Area C-2 Initial Parcel will be allocated 100% of the Improvement Area C-2 Assessment levied for the Improvement Area C-2 Projects, which equals \$3,525,000 as shown on the Improvement Area C-2 Assessment Roll attached hereto as **Exhibit K-1**;
- The special benefit ( $\geq \$6,654,620$ ) received by the Improvement Area C-2 Initial Parcel from the Improvement Area C-2 Projects is equal to or greater than the amount of the Improvement Area C-2 Assessment (\$3,525,000) levied on the Improvement Area C-2 Initial Parcel for the Improvement Area C-2 Projects; and
- At the time the City Council approved this Service and Assessment Plan, the Improvement Zone C Developer owned 100% of the Improvement Area C-2 Initial Parcel. The Improvement Zone C Developer acknowledged that the Improvement Area C-2 Projects confer a special benefit on the Improvement Area C-2 Initial Parcel and consented to the imposition of the Improvement Area C-2 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone C Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area C-2 Assessment on the Improvement Area C-2 Initial Parcel.

- *Improvement Area C-3*

- The costs of the Improvement Area C-3 Projects equal \$9,526,606 as shown on **Exhibit B-3**;
  - The Improvement Area C-3 Assessed Property receives special benefit from the Improvement Area C-3 Projects equal to or greater than the Actual Cost of the Improvement Area C-3 Projects;
  - The Improvement Area C-3 Initial Parcel will be allocated 100% of the Improvement Area C-3 Assessment levied for the Improvement Area C-3 Projects, which equals \$5,435,000 as shown on the Improvement Area C-3 Assessment Roll attached hereto as **Exhibit L-1**;
  - The special benefit ( $\geq$  \$9,526,606) received by the Improvement Area C-3 Initial Parcel from the Improvement Area C-3 Projects is equal to or greater than the amount of the Improvement Area C-3 Assessment (\$5,435,000) levied on the Improvement Area C-3 Initial Parcel for the Improvement Area C-3 Projects; and
  - At the time the City Council approved this Service and Assessment Plan, the Improvement Zone C Developer owned 100% of the Improvement Area C-3 Initial Parcel. The Improvement Zone C Remainder Area Owner acknowledged that the Improvement Area C-3 Projects confer a special benefit on the Improvement Area C-3 Initial Parcel and consented to the imposition of the Improvement Area C-3 Assessment to pay for the Actual Costs associated therewith. The Improvement Zone C Remainder Area Owner ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area C-3 Assessment on the Improvement Area C-3 Initial Parcel.
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- *Improvement Zone C Remainder Area Apportioned Property*
    - The total costs of the Improvement Zone C Remainder Area Projects allocable to the Improvement Zone C Remainder Area Apportioned Property as financed by the Improvement Zone C Developer equals \$4,901,838, as shown on **Exhibit B-3**; and
    - The Improvement Zone C Remainder Area Apportioned Property receives special benefit from the Improvement Zone C Remainder Area Projects equal to or greater than the Actual Cost of the Improvement Zone C Remainder Area Projects

apportioned to the Improvement Zone C Remainder Area Apportioned Property;  
and

- The Improvement Zone C Remainder Area Apportioned Property will be apportioned 100% of the Improvement Zone C Remainder Area Apportionment of Costs for the Improvement Zone C Remainder Area Projects, which equals \$4,901,838, as shown on **Exhibit B-5**, of which all or a portion of such amount is expected to be levied by the City at a later date; and
- At the time the City Council approved this Service and Assessment Plan, the Master Developer owned 100% of the Improvement Zone C Remainder Area Apportioned Property. The Master Developer acknowledged that the Improvement Zone C Remainder Area Projects confer a special benefit on the Improvement Zone C Remainder Area Apportioned Property and consented to the imposition of the Improvement Zone C Remainder Area Apportionment of Costs in anticipation of a future levy by the City Council to pay for all or a portion of the Improvement Zone C Remainder Area Apportionment of Costs of Improvement Zone C Remainder Area Projects associated therewith. The Master Developer ratified, confirmed, accepted, consented to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) this Service and Assessment Plan; and (3) the Apportionment of Costs on the Improvement Zone C Remainder Area Apportioned Property.

#### **D. Annual Collection Costs**

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

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

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

The interest on the Improvement Area C-3 Assessment securing the Improvement Area C-3 Reimbursement Obligation shall be collected at rates established under the Improvement Area C-3 Reimbursement Agreement as part of the Improvement Area C-3 Annual Installment pursuant to the Improvement Area C-3 Reimbursement Agreement, which will not include

Additional Interest unless and until PID Bonds secured by the Improvement Area C-3 Assessment are issued.

#### **F. TIRZ No. 15 Annual Credit Amount**

The City Council, in accordance with the TIRZ No. 15 Agreement, has agreed to use a portion of TIRZ No. 15 Revenues generated from each Assessed Property to offset a portion of the principal and interest of such Assessed Property's Improvement Area A-1.1 Assessment, Improvement Area A-1.2 Assessment, Improvement Area A-1.3 Assessment, Improvement Area C-1 Assessment, Improvement Area C-2 Assessment, or Improvement Area C-3 Assessment, as applicable.

1. The principal and interest portion of the Improvement Area A-1.1 Annual Installment, the Improvement Area A-1.2 Annual Installment, the Improvement Area A-1.3 Annual Installment, the Improvement Area C-1 Annual Installment, the Improvement Area C-2 Annual Installment, or the Improvement Area C-3 Annual Installment for an Assessed Property shall receive a TIRZ No. 15 Annual Credit Amount equal to the TIRZ No. 15 Revenue generated by the Assessed Property for the previous Tax Year (e.g. TIRZ No. 15 Revenue collected from the Assessed Property for Tax Year 2023 shall be applied as the TIRZ No. 15 Annual Credit Amount applicable to the Assessed Property's Improvement Area A-1.1 Annual Installment, Improvement Area A-1.2 Annual Installment, Improvement Area A-1.3 Annual Installment, Improvement Area C-1 Annual Installment, Improvement Area C-2 Annual Installment, or Improvement Area C-3 Annual Installment to be collected in Tax Year 2024), but in no event shall the TIRZ No. 15 Annual Credit Amount exceed the TIRZ No. 15 Maximum Annual Credit Amount shown in **Section V.F.2** as calculated on **Exhibit F** for each Assessed Property.
2. The TIRZ No. 15 Maximum Annual Credit Amount available to reduce the principal and interest portion of the Improvement Area A-1.1 Annual Installment, the Improvement Area A-1.2 Annual Installment, the Improvement Area A-1.3 Annual Installment, the Improvement Area C-1 Annual Installment, Improvement Area C-2 Annual Installment, or Improvement Area C-3 Annual Installment for an Assessed Property is calculated for each Lot Type, as shown on **Exhibit F**. The TIRZ No. 15 Maximum Annual Credit Amount is calculated so that the average Improvement Area A-1.1 Annual Installment, Improvement Area A-1.2 Annual Installment, Improvement Area A-1.3 Annual Installment, Improvement Area C-1 Annual Installment, Improvement Area C-2 Annual Installment, or Improvement Area C-3 Annual Installment minus the TIRZ No. 15 Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate (\$3.12 per \$100 of assessed value) taking into consideration the 2022 tax rates of all applicable overlapping

taxing units and the equivalent tax rate of the Improvement Area A-1.1 Annual Installments, Improvement Area A-1.2 Annual Installments, Improvement Area A-1.3 Annual Installments, Improvement Area C-1 Annual Installments, Improvement Area C-2 Annual Installments, or Improvement Area C-3 Annual Installment based on the Estimated Buildout Values at the time Assessment Ordinance is approved. The resulting TIRZ No. 15 Maximum Annual Credit Amount for each Lot Type is shown on **Exhibit F**.

3. After the TIRZ No. 15 Annual Credit Amount is applied to provide a credit towards the principal and interest portion of the Improvement Area A-1.1 Annual Installment, Improvement Area A-1.2 Annual Installment, Improvement Area A-1.3 Annual Installment, Improvement Area C-1 Annual Installment, Improvement Area C-2 Annual Installment, or Improvement Area C-3 Annual Installment for the Assessed Property, any excess TIRZ No. 15 Revenues available from the Solterra PID Account of the TIRZ No. 15 Fund shall be held in a segregated account by the City and shall be used in accordance with the TIRZ No. 15 Project Plan and the TIRZ No. 15 Agreement.

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

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

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

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

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed

Property, as provided by the Developers, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, Lot Type 10, Lot Type 11, Lot Type 12, Lot Type 13, Lot Type 14, and Lot Type 15 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates, but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

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

*2. Upon Subdivision by a Recorded Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

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

Prior to the recording of a subdivision plat, the Developers shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information which has been provided as of the approval of this Service and Assessment Plan, by the Developers, homebuilders, third party consultants, and/or the

Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, Lot Type 10, Lot Type 11, Lot Type 12, Lot Type 13, Lot Type 14, and Lot Type 15 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding. The Estimated Buildout Value for all of Improvement Zone A and Improvement Zone C will remain consistent as shown on **Exhibit E**, unless provided with an updated appraisal by an independent third-party.

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

### *3. Upon Consolidation*

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

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

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit N**.

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

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If



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

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

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds as directed by the City pursuant to the terms of such Indenture, and the TIRZ No. 15 Annual Credit Amount will be reduced in the same proportion as the Assessments. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

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

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

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

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and

approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable “Notice of Assessment Termination.”

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made; and (4) the City shall provide the owner with a recordable “Notice of Assessment Termination.”

For purposes of Prepayments, the Improvement Area C-3 Reimbursement Obligation is and will remain subordinated to (i) the Improvement Area C-3 Bonds and (ii) any additional PID Bonds secured by a parity lien on the Improvement Area C-3 Assessments issued to refinance all or a portion of the Improvement Area C-3 Reimbursement Obligation. For purposes of Prepayments, additional PID Bonds issued to refinance all or a portion of the Improvement Area C-3 Reimbursement Obligation will be on parity with the Improvement Area C-3 Bonds.

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

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-2** shows the estimated Improvement Area A-1.1 Annual Installments, **Exhibit H-2** shows the estimated Improvement Area A-1.2 Annual Installments, **Exhibit I-2** shows the estimated Improvement Area A-1.3 Annual Installments, **Exhibit J-2** shows the estimated Improvement Area C-1 Annual Installments, **Exhibit K-2** shows the estimated Improvement Area C-2 Annual Installments, and **Exhibit L-2** shows the estimated Improvement Area C-3 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property or Non-Assessed Property, as shown by the Dallas Central Appraisal District for each tax parcel identification number.

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

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

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

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area A-1.1 Assessments, Improvement Area A-1.2 Assessments, Improvement Area A-1.3 Assessments, Improvement Area C-1 Assessments, Improvement Area C-2 Assessments, and Improvement Area C-3 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2024.

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

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

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken

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

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

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

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

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

## **SECTION VII: ASSESSMENT ROLL**

The Improvement Area A-1.1 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area A-1.1 Assessment Roll and Improvement Area A-1.1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area A-1.2 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area A-1.2 Assessment Roll and Improvement Area A-1.2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area A-1.3 Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area A-1.3 Assessment Roll and Improvement Area A-1.3 Annual Installments for each Parcel as part of each Annual Service Plan Update.

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

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

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

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Calculation Errors**

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any

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

#### **B. Amendments**

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

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

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

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

Within seven days of approval by the City Council, the City shall file and record in the Official Public Records of the County the executed Ordinance of this Service and Assessment Plan. In addition, the City shall similarly file each Annual Service Plan Update approved by the City

Council, with each such filing to occur within seven days of the date of each respective Annual Service Plan Update is approved.

**E. Severability**

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

## EXHIBITS

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

<b>Exhibit A-1</b>	Map of the District
<b>Exhibit A-2</b>	Map Improvement Zone A
<b>Exhibit A-3</b>	Map Improvement Area A-1.1
<b>Exhibit A-4</b>	Map Improvement Area A-1.2
<b>Exhibit A-5</b>	Map Improvement Area A-1.3
<b>Exhibit A-6</b>	Map Improvement Zone B
<b>Exhibit A-7</b>	Map Improvement Zone C
<b>Exhibit A-8</b>	Map of Improvement Area C-1
<b>Exhibit A-9</b>	Map of Improvement Area C-2
<b>Exhibit A-10</b>	Map of Improvement Area C-3
<b>Exhibit B-1</b>	Authorized Improvements - Improvement Zone A
<b>Exhibit B-2</b>	Authorized Improvements – Improvement Zone B
<b>Exhibit B-3</b>	Authorized Improvements – Improvement Zone C
<b>Exhibit B-4</b>	Authorized Improvements - Summary
<b>Exhibit B-5</b>	Apportionment of Improvement Zone A Improvements, Improvement Zone C Improvements, and Major Improvements
<b>Exhibit C</b>	Service Plan
<b>Exhibit D</b>	Sources and Uses of Funds
<b>Exhibit E</b>	Maximum Assessment and Tax Rate Equivalent
<b>Exhibit F</b>	TIRZ No. 15 Annual Credit Amount by Lot Type
<b>Exhibit G-1</b>	Improvement Area A-1.1 Assessment Roll
<b>Exhibit G-2</b>	Improvement Area A-1.1 Annual Installments
<b>Exhibit H-1</b>	Improvement Area A-1.2 Assessment Roll
<b>Exhibit H-2</b>	Improvement Area A-1.2 Annual Installments
<b>Exhibit I-1</b>	Improvement Area A-1.3 Assessment Roll
<b>Exhibit I-2</b>	Improvement Area A-1.3 Annual Installments
<b>Exhibit J-1</b>	Improvement Area C-1 Assessment Roll
<b>Exhibit J-2</b>	Improvement Area C-1 Annual Installments
<b>Exhibit K-1</b>	Improvement Area C-2 Assessment Roll
<b>Exhibit K-2</b>	Improvement Area C-2 Annual Installments
<b>Exhibit L-1</b>	Improvement Area C-3 Assessment Roll
<b>Exhibit L-2</b>	Improvement Area C-3 Annual Installments
<b>Exhibit M-1</b>	Maps of Improvement Zone A Improvements
<b>Exhibit M-2</b>	Maps of Improvement Area A-1 Improvements



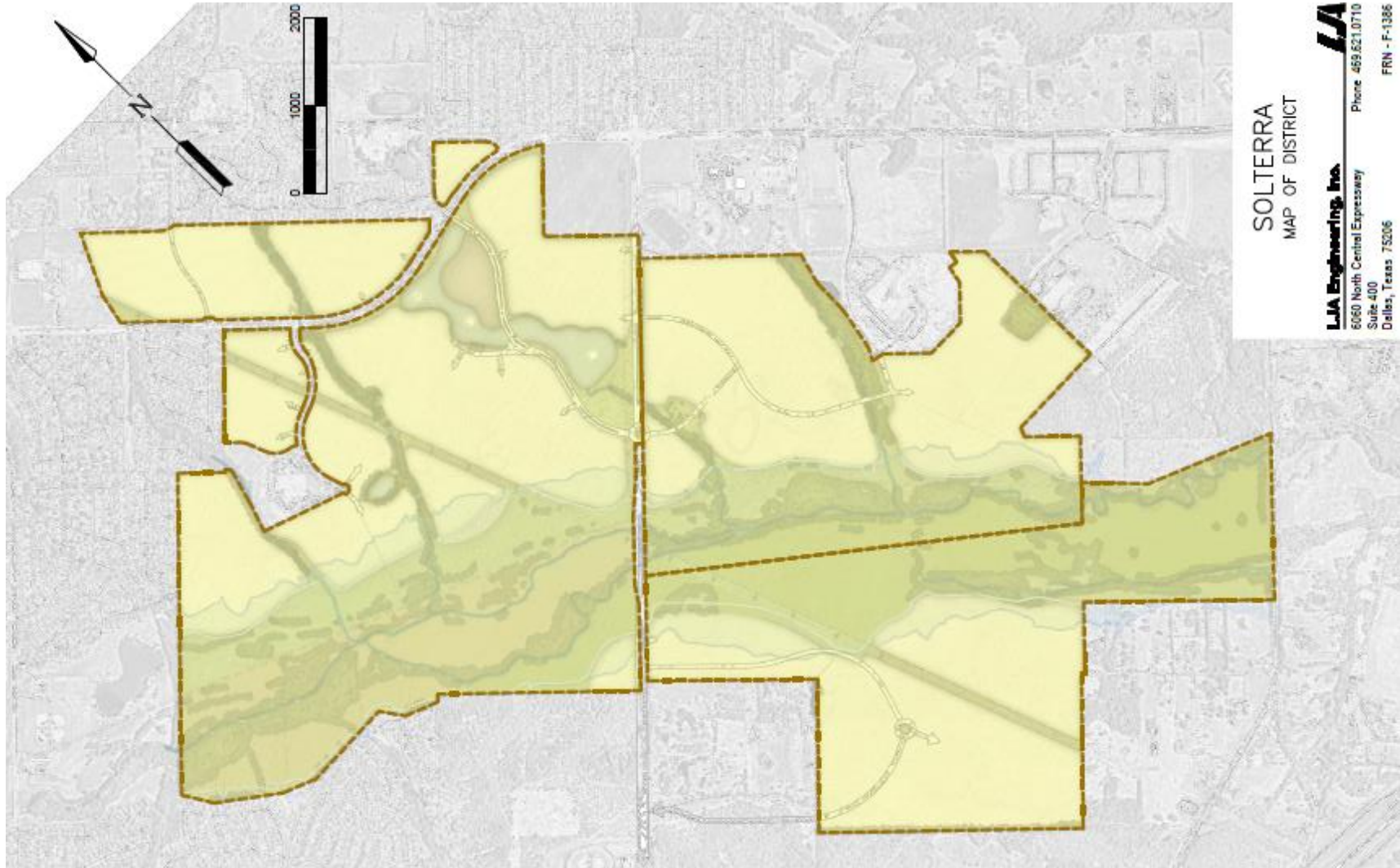
<b>Exhibit M-3</b>	Maps of Improvement Zone C Improvements
<b>Exhibit M-4</b>	Maps of Improvement Area C-1 Improvements
<b>Exhibit M-5</b>	Maps of Improvement Area C-2 Improvements
<b>Exhibit M-6</b>	Maps of Improvement Area C-3 Improvements
<b>Exhibit M-7</b>	Maps of Major Improvements
<b>Exhibit N</b>	Form of Notice of Assessment Termination
<b>Exhibit O-1</b>	Debt Service Schedule for Improvement Area A-1 Bonds
<b>Exhibit O-2</b>	Debt Service Schedule for Improvement Area C-1 Bonds
<b>Exhibit O-3</b>	Debt Service Schedule for Improvement Area C-2 Bonds
<b>Exhibit P-1</b>	District Boundary Description
<b>Exhibit P-2</b>	Improvement Zone A Boundary Description
<b>Exhibit P-3</b>	Improvement Area A-1.1 Boundary Description
<b>Exhibit P-4</b>	Improvement Area A-1.2 Boundary Description
<b>Exhibit P-5</b>	Improvement Area A-1.3 Boundary Description
<b>Exhibit P-6</b>	Improvement Area B Boundary Description
<b>Exhibit P-7</b>	Improvement Zone C Boundary Description
<b>Exhibit P-8</b>	Improvement Area C-1 Boundary Description
<b>Exhibit P-9</b>	Improvement Area C-2 Boundary Description
<b>Exhibit P-10</b>	Improvement Area C-3 Boundary Description

## APPENDICES

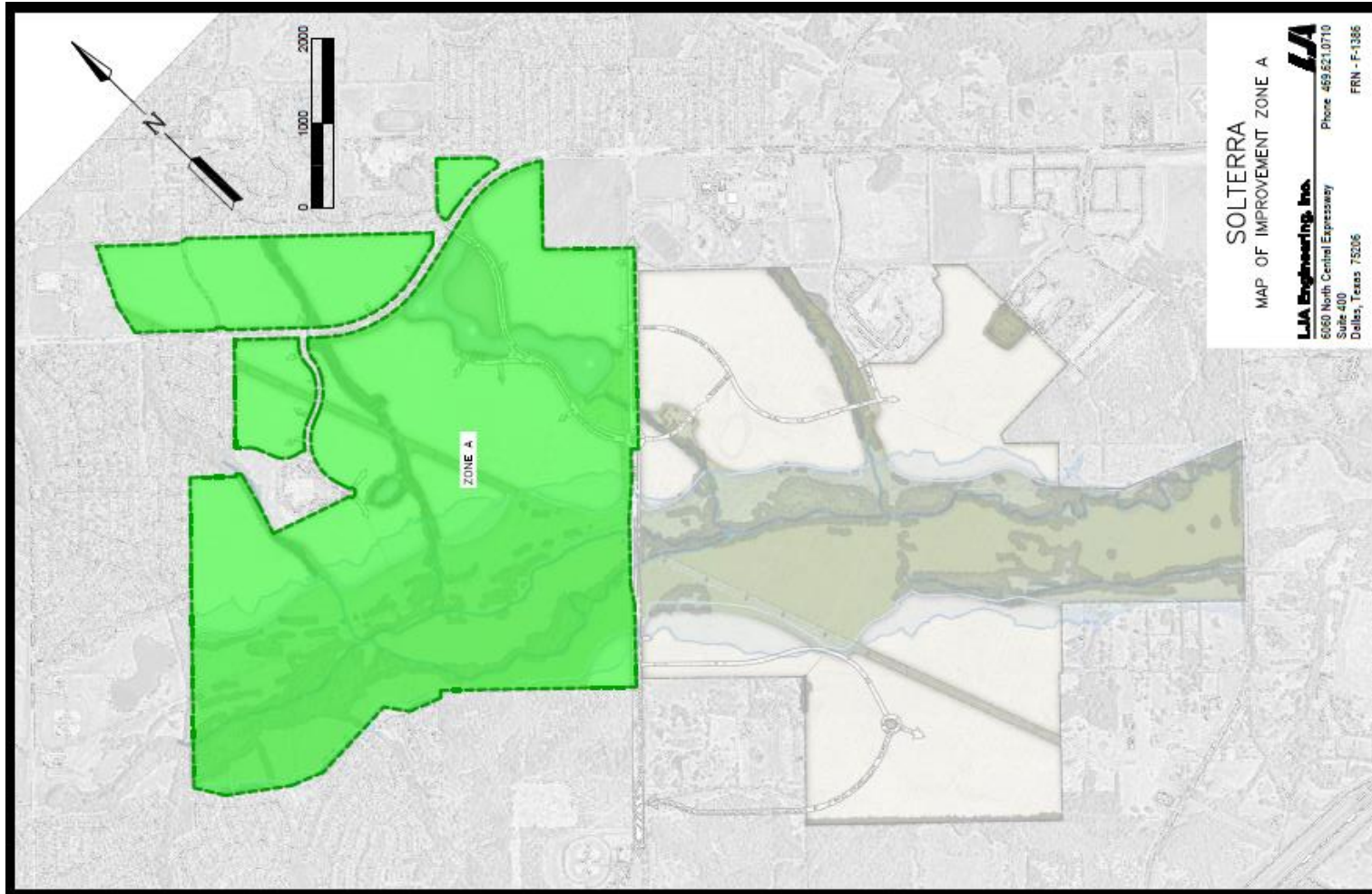
The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

<b>Appendix A</b>	Engineer's Report
<b>Appendix B</b>	Buyer Disclosures

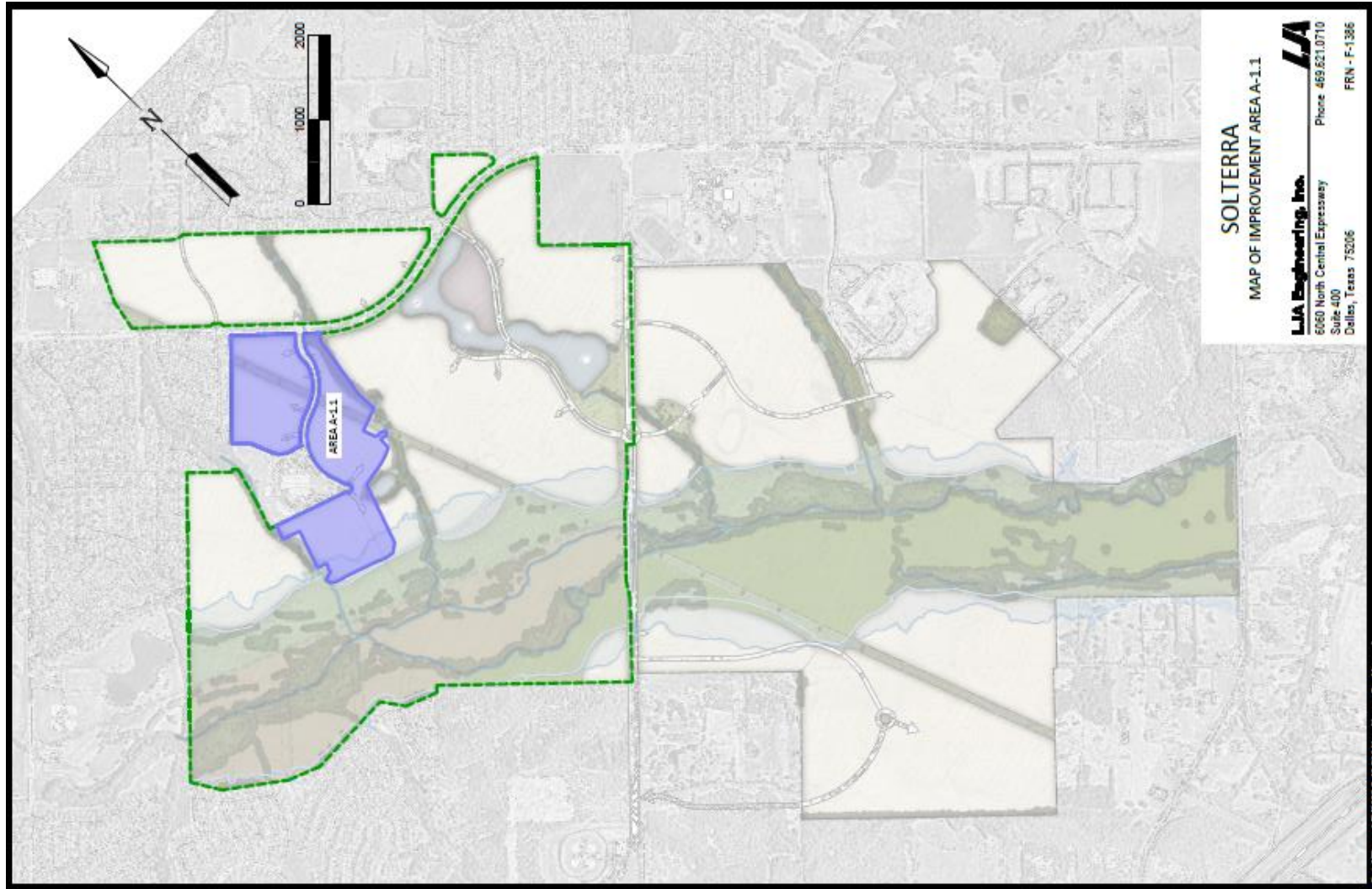
**EXHIBIT A-1 – MAP OF THE DISTRICT**



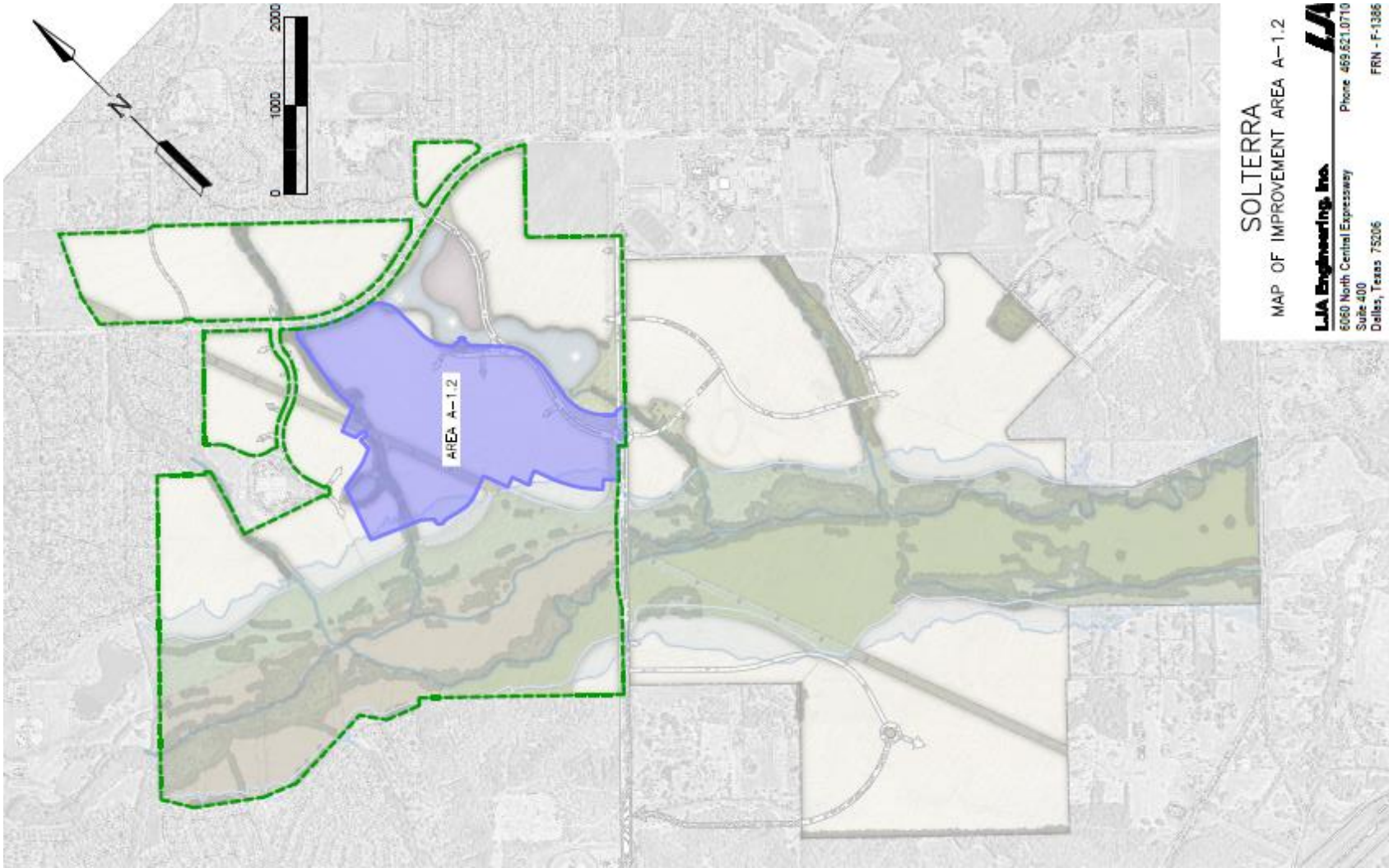
**EXHIBIT A-2 – MAP OF IMPROVEMENT ZONE A**



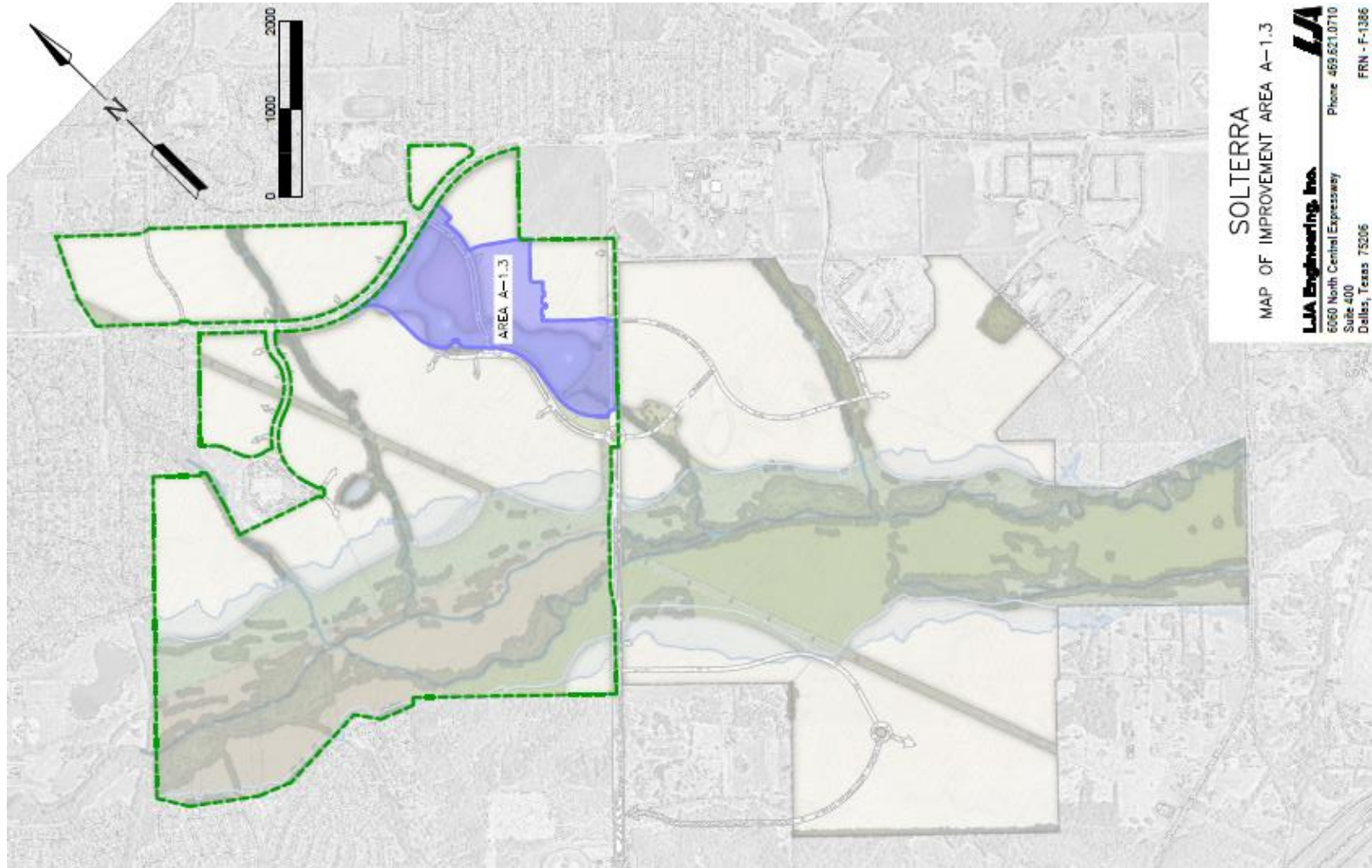
**EXHIBIT A-3 – MAP OF IMPROVEMENT AREA A-1.1**



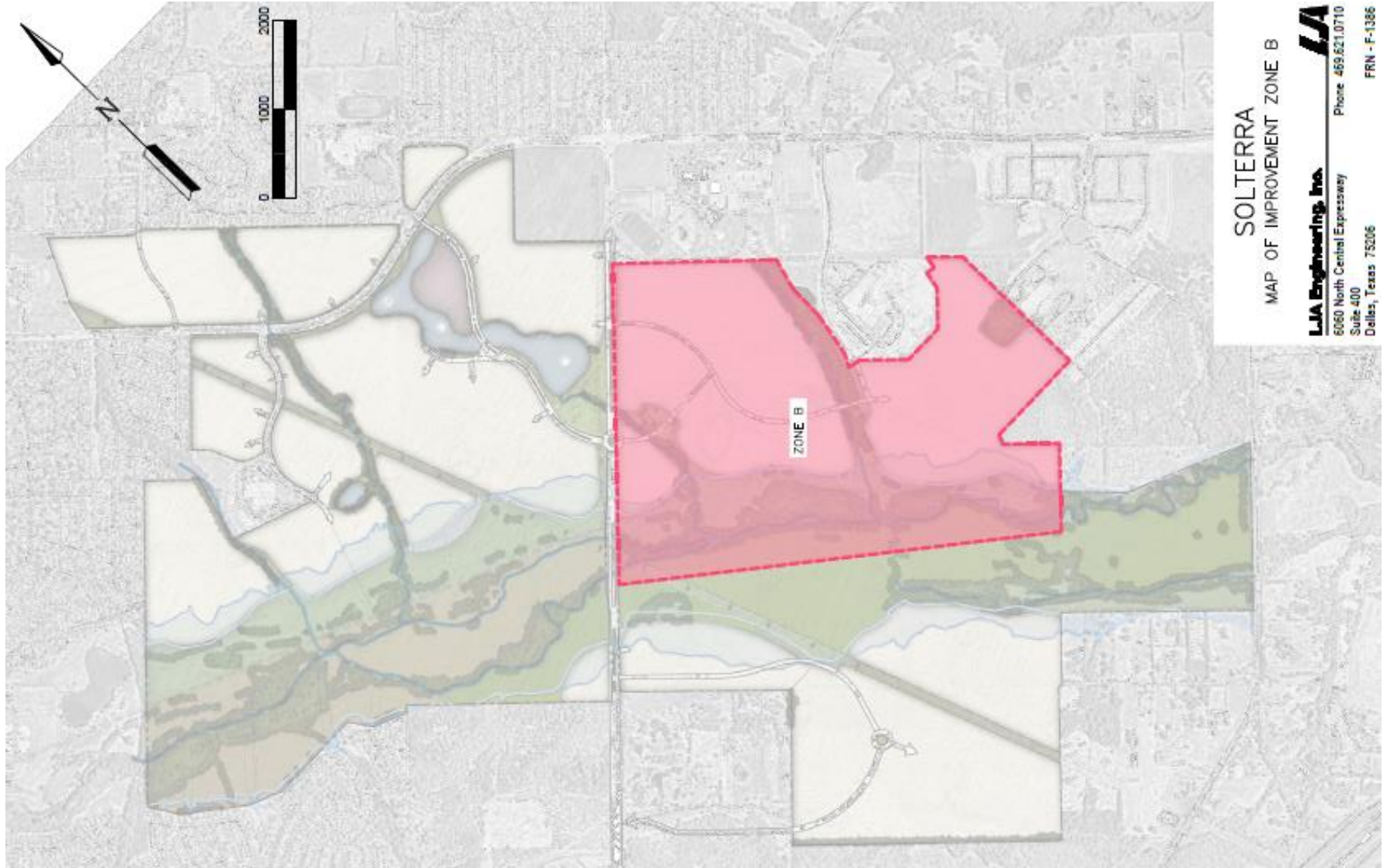
**EXHIBIT A-4 – MAP OF IMPROVEMENT AREA A-1.2**



**EXHIBIT A-5 – MAP OF IMPROVEMENT AREA A-1.3**



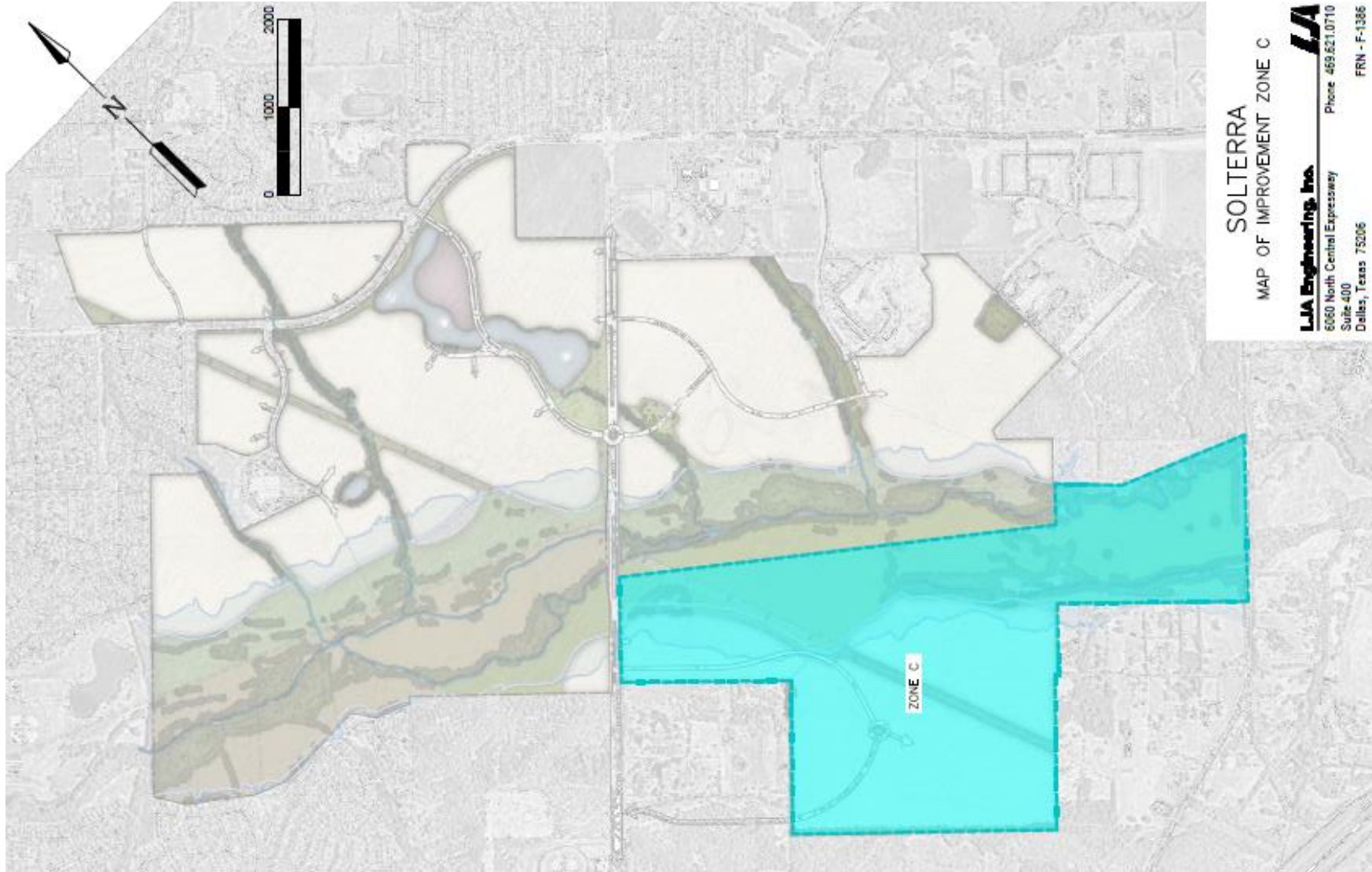
**EXHIBIT A-6 – MAP OF IMPROVEMENT ZONE B**



**SOLTERRA**  
MAP OF IMPROVEMENT ZONE B

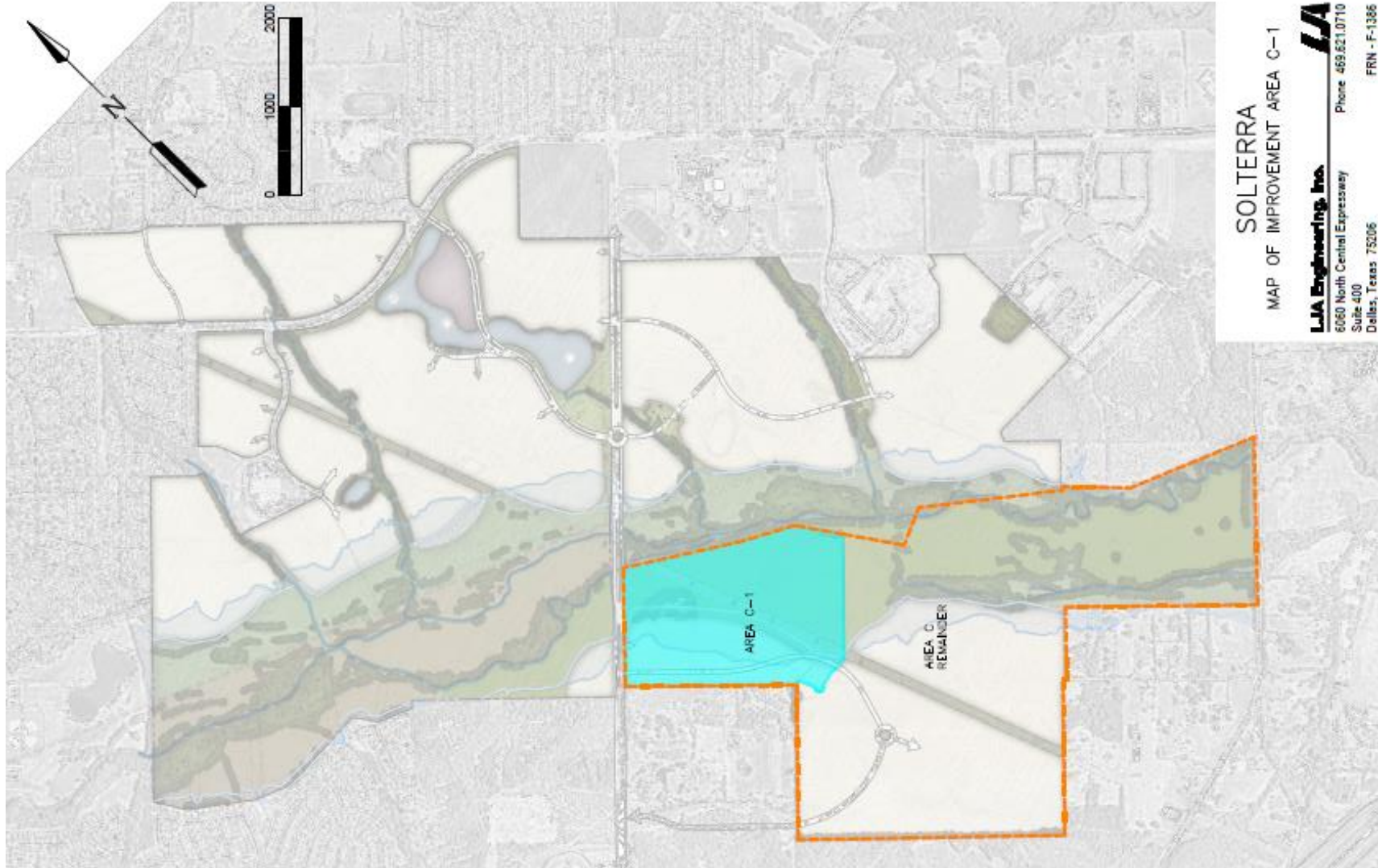
**LJA Engineering, Inc.**  
6060 North Central Expressway  
Suite 400  
Dallas, Texas 75206  
FRN - F-1386  
Phone 469.621.0710

### EXHIBIT A-7 – MAP OF IMPROVEMENT ZONE C

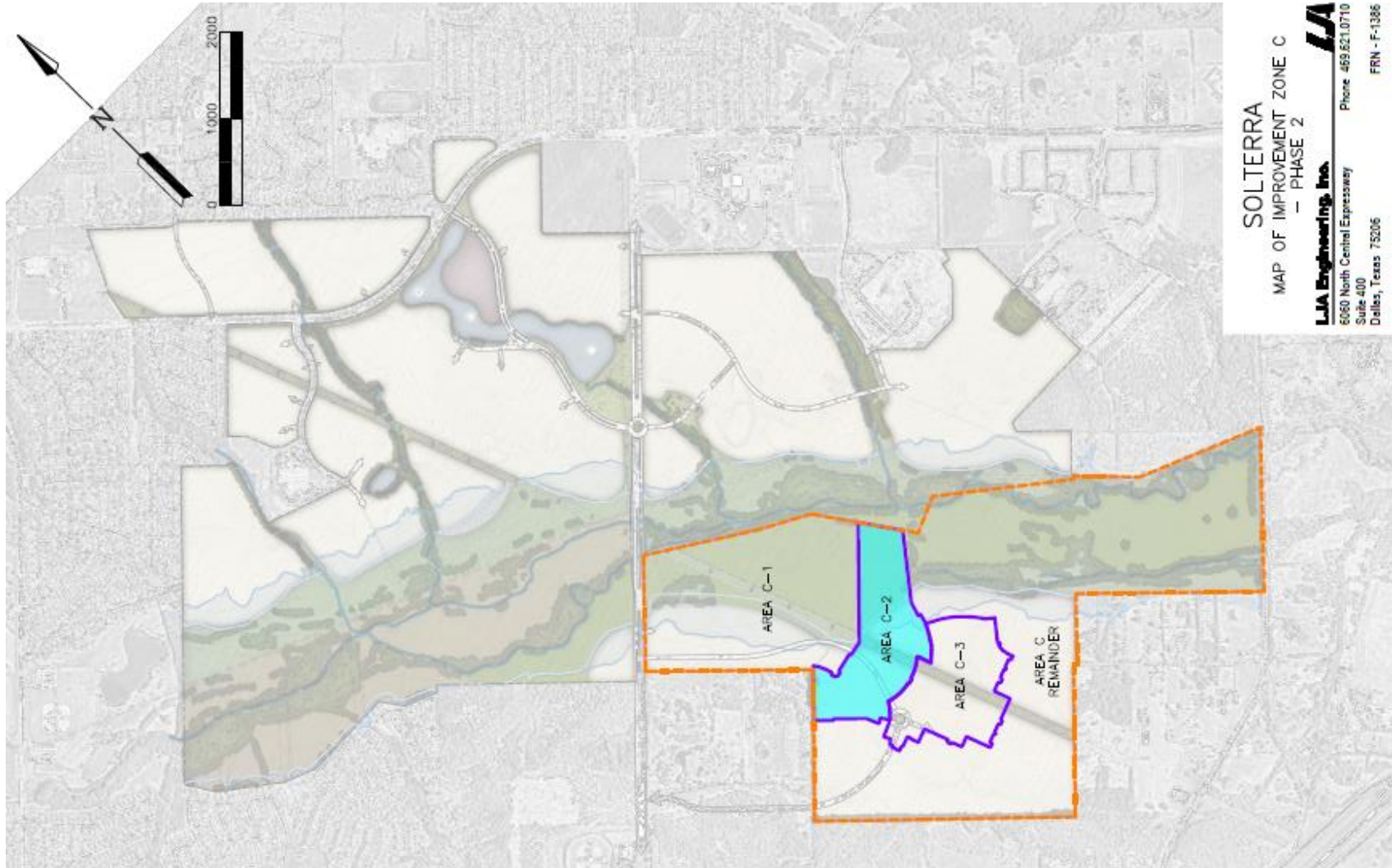




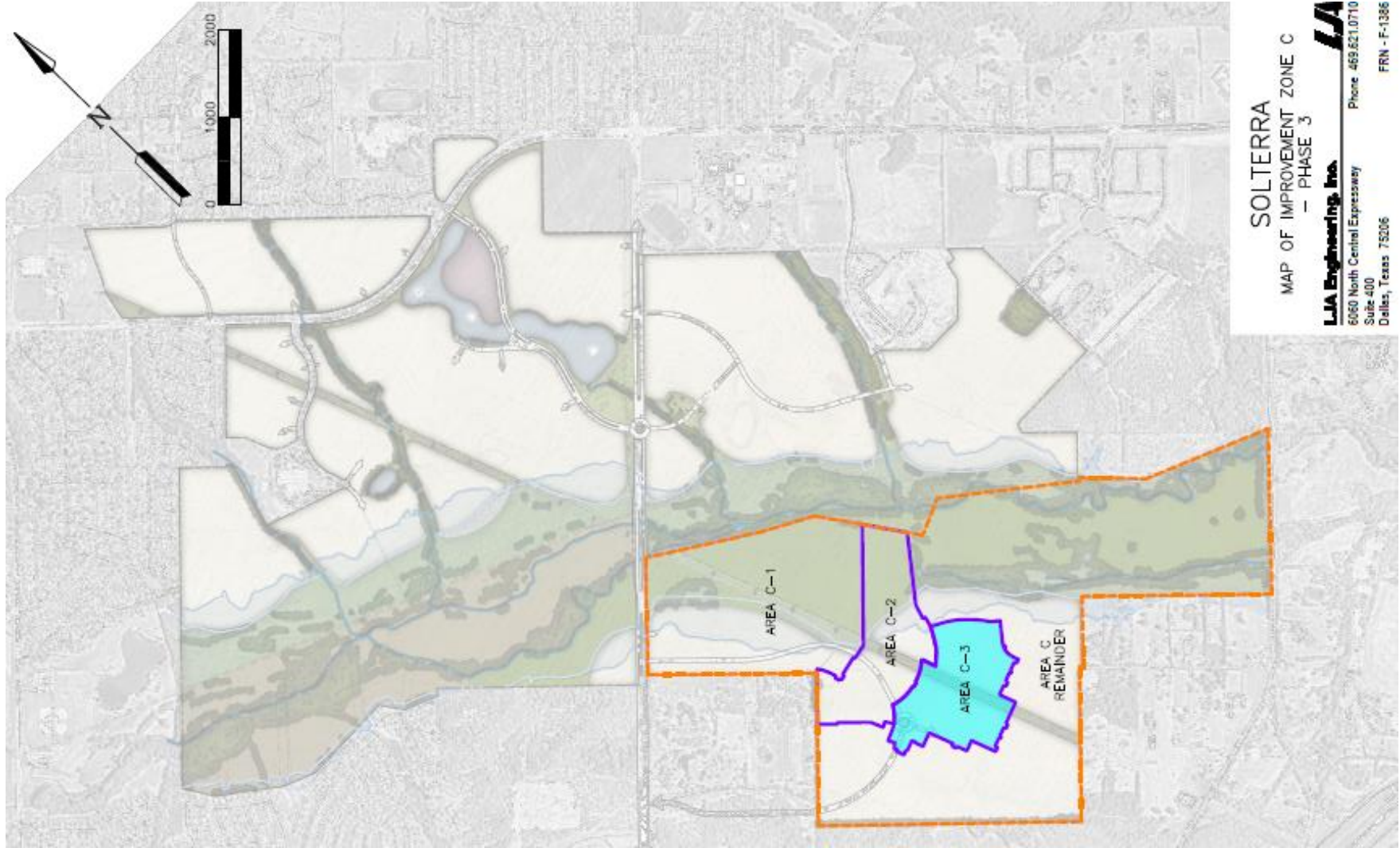
### EXHIBIT A-8 – MAP OF IMPROVEMENT AREA C-1



**EXHIBIT A-9 – MAP OF IMPROVEMENT AREA C-2**



### EXHIBIT A-10 – MAP OF IMPROVEMENT AREA C-3



## EXHIBIT B-1 – AUTHORIZED IMPROVEMENTS – IMPROVEMENT ZONE A

	Total Cost	Private Cost	PID Eligible Costs	Improvement Zone A									
				Improvement Area A-1.1		Improvement Area A-1.2		Improvement Area A-1.3		Improvement Zone A Remainder Area Apportioned Property			
				%	Cost	%	Cost	%	Cost	%	Cost		
<b>Zone A Improvements</b> <sup>(a),(b)</sup>													
Roads	\$ 1,023,359	\$ -	\$ 1,023,359	14.86%	\$ 152,091	22.88%	\$ 234,161	4.14%	\$ 42,337	58.12%	\$ 594,771		
Sanitary Sewer	1,115,573	-	1,115,573	14.86%	165,795	22.88%	255,261	4.14%	46,152	58.12%	648,366		
Storm Sewer	3,032,640	-	3,032,640	14.86%	450,708	22.88%	693,916	4.14%	125,461	58.12%	1,762,556		
Water	954,474	-	954,474	14.86%	141,853	22.88%	218,399	4.14%	39,487	58.12%	554,736		
Landscaping	605,206	-	605,206	14.86%	89,945	22.88%	138,481	4.14%	25,038	58.12%	351,743		
Soft Costs	1,167,500	-	1,167,500	14.86%	173,513	22.88%	267,142	4.14%	48,300	58.12%	678,545		
	<u>\$ 7,898,752</u>	<u>\$ -</u>	<u>\$ 7,898,752</u>		<u>\$ 1,173,904</u>		<u>\$ 1,807,358</u>		<u>\$ 326,774</u>		<u>\$ 4,590,716</u>		
<b>Improvement Area A-1 Improvements</b> <sup>(a)</sup>													
Roads	\$ 12,288,802	\$ -	\$ 12,288,802	35.49%	\$ 4,360,858	54.64%	\$ 6,714,035	9.88%	\$ 1,213,909	0.00%	\$ -		
Sanitary Sewer	4,677,782	-	4,677,782	35.49%	1,659,978	54.64%	2,555,724	9.88%	462,080	0.00%	-		
Storm Sewer	6,579,075	-	6,579,075	35.49%	2,334,679	54.64%	3,594,503	9.88%	649,893	0.00%	-		
Water	4,975,077	-	4,975,077	35.49%	1,765,477	54.64%	2,718,153	9.88%	491,447	0.00%	-		
Landscaping	49,725	-	49,725	35.49%	17,646	54.64%	27,167	9.88%	4,912	0.00%	-		
Soft Costs	4,625,900	-	4,625,900	35.49%	1,641,567	54.64%	2,527,378	9.88%	456,955	0.00%	-		
	<u>\$ 33,196,361</u>	<u>\$ -</u>	<u>\$ 33,196,361</u>		<u>\$ 11,780,205</u>		<u>\$ 18,136,961</u>		<u>\$ 3,279,195</u>		<u>\$ -</u>		
<b>Major Improvements</b> <sup>(a),(b)</sup>													
Roads	\$ 3,049,668	\$ -	\$ 3,049,668	7.03%	\$ 453,238	10.83%	\$ 697,812	1.96%	\$ 126,166	27.50%	\$ 1,772,452		
Sanitary Sewer	-	-	-	7.03%	-	10.83%	-	1.96%	-	27.50%	-		
Storm Sewer	701,782	-	701,782	7.03%	104,298	10.83%	160,579	1.96%	29,033	27.50%	407,872		
Retaining Walls	-	-	-	7.03%	-	10.83%	-	1.96%	-	27.50%	-		
Landscaping	3,325,240	-	3,325,240	7.03%	494,194	10.83%	760,867	1.96%	137,566	27.50%	1,932,613		
Soft Costs	1,295,648	-	1,295,648	7.03%	192,558	10.83%	296,465	1.96%	53,601	27.50%	753,024		
	<u>\$ 8,372,337</u>	<u>\$ -</u>	<u>\$ 8,372,337</u>		<u>\$ 1,244,288</u>		<u>\$ 1,915,722</u>		<u>\$ 346,366</u>		<u>\$ 4,865,962</u>		
<b>Private Improvements</b> <sup>(a)</sup>	<u>\$ 22,829,043</u>	<u>\$ 22,829,043</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		
<b>Bond Issuance Costs</b>	<u>\$ 22,829,043</u>	<u>\$ 22,829,043</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		
Debt Service Reserve Fund	\$ 2,570,100	\$ -	\$ 2,570,100		\$ 877,850		\$ 1,423,725		\$ 268,525		\$ -		
Capitalized Interest	222,950	-	222,950		-		-		222,950		-		
Underwriter Discount	668,500	-	668,500		228,600		371,300		68,600		-		
Underwriter Counsel	334,250	-	334,250		114,300		185,650		34,300		-		
Cost of Issuance	2,005,500	-	2,005,500		685,800		1,113,900		205,800		-		
	<u>\$ 5,801,300</u>	<u>\$ -</u>	<u>\$ 5,801,300</u>		<u>\$ 1,906,550</u>		<u>\$ 3,094,575</u>		<u>\$ 800,175</u>		<u>\$ -</u>		
<b>Other Costs</b> <sup>(d)</sup>													
Initial Deposit to Administrative Fund	\$ 60,000	\$ -	\$ 60,000		\$ 21,292		\$ 32,781		\$ 5,927		\$ -		
	<u>\$ 60,000</u>	<u>\$ -</u>	<u>\$ 60,000</u>		<u>\$ 21,292</u>		<u>\$ 32,781</u>		<u>\$ 5,927</u>		<u>\$ -</u>		
<b>Total</b>	<b>\$ 78,157,794</b>	<b>\$ 22,829,043</b>	<b>\$ 55,328,750</b>		<b>\$ 16,126,239</b>		<b>\$ 24,987,398</b>		<b>\$ 4,758,436</b>		<b>\$ 9,456,677</b>		

**Footnotes:**

- [a] Based on the Engineer's Report attached hereto as **Appendix A**.
- [b] Cost allocated based on Estimated Buildout Value.
- [c] Major Improvements only show Improvement Zone A allocation of costs, as further described in **Exhibit B-4**.
- [d] Cost allocated based on Outstanding Assessment.

## EXHIBIT B-2 – AUTHORIZED IMPROVEMENTS – IMPROVEMENT ZONE B

	Total Cost	Private Cost	PID Eligible Costs	Improvement Zone B Apportioned Property	
				%	Cost
<i>Major Improvements</i> <sup>[a],[b]</sup>					
Roads	\$ 2,153,009	\$ -	\$ 2,153,009	33.41%	\$ 2,153,009
Sanitary Sewer	-	-	-	33.41%	-
Storm Sewer	495,445	-	495,445	33.41%	495,445
Retaining Walls	-	-	-	33.41%	-
Landscaping	2,347,558	-	2,347,558	33.41%	2,347,558
Soft Costs	914,703	-	914,703	33.41%	914,703
	\$ 5,910,714	\$ -	\$ 5,910,714		\$ 5,910,714
<i>Private Improvements</i>	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
<i>Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ -	\$ -	\$ -		\$ -
Capitalized Interest	-	-	-		-
Underwriter Discount	-	-	-		-
Underwriter Counsel	-	-	-		-
Cost of Issuance	-	-	-		-
	\$ -	\$ -	\$ -		\$ -
<i>Other Costs</i>					
Initial Deposit to Administrative Fund	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -		\$ -
<b>Total</b>	<b>\$ 5,910,714</b>	<b>\$ -</b>	<b>\$ 5,910,714</b>		<b>\$ 5,910,714</b>

**Footnotes:**

[a] Based on the Engineer's Report attached hereto as **Appendix A**.

[b] Cost allocated based on Estimated Buildout Value.

[c] Major Improvements only show Improvement Zone B allocation of costs, as further described in **Exhibit B-4**.

## EXHIBIT B-3 – AUTHORIZED IMPROVEMENTS – IMPROVEMENT ZONE C

	Total Cost	Private Cost	PID Eligible Costs	Improvement Zone C							
				Improvement Area C-1		Improvement Area C-2		Improvement Area C-3		Improvement Zone C Remainder Area Apportioned Property	
				%	Cost	%	Cost	%	Cost	%	Cost
<b>Zone C Improvements <sup>(a),(b)</sup></b>											
Roads	\$ 2,359,306	\$ -	\$ 2,359,306	19.43%	\$ 458,426	12.40%	\$ 292,440	20.39%	\$ 481,074	47.78%	\$ 1,127,365
Sanitary Sewer	597,954	-	597,954	19.43%	116,186	12.40%	74,118	20.39%	121,926	47.78%	285,725
Storm Sewer	1,800,939	-	1,800,939	19.43%	349,932	12.40%	223,230	20.39%	367,221	47.78%	860,557
Water	579,756	-	579,756	19.43%	112,650	12.40%	71,862	20.39%	118,215	47.78%	277,029
Retaining Walls	-	-	-	19.43%	-	12.40%	-	20.39%	-	47.78%	-
Soft Costs	1,512,100	-	1,512,100	19.43%	293,809	12.40%	187,428	20.39%	308,325	47.78%	722,538
	<u>\$ 6,850,055</u>	<u>\$ -</u>	<u>\$ 6,850,055</u>		<u>\$ 1,331,002</u>		<u>\$ 849,077</u>		<u>\$ 1,396,761</u>		<u>\$ 3,273,214</u>
<b>Improvement Area C-1 Improvements <sup>(b)</sup></b>											
Roads	\$ 1,741,836	\$ -	\$ 1,741,836	100.00%	\$ 1,741,836	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Sanitary Sewer	1,069,668	-	1,069,668	100.00%	1,069,668	0.00%	-	0.00%	-	0.00%	-
Storm Sewer	886,380	-	886,380	100.00%	886,380	0.00%	-	0.00%	-	0.00%	-
Water	856,896	-	856,896	100.00%	856,896	0.00%	-	0.00%	-	0.00%	-
Landscaping	1,021,462	-	1,021,462	100.00%	1,021,462	0.00%	-	0.00%	-	0.00%	-
Soft Costs	959,800	-	959,800	100.00%	959,800	0.00%	-	0.00%	-	0.00%	-
	<u>\$ 6,536,042</u>	<u>\$ -</u>	<u>\$ 6,536,042</u>		<u>\$ 6,536,042</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
<b>Improvement Area C-2 Improvements <sup>(b)</sup></b>											
Roads	\$ 1,362,447	\$ -	\$ 1,362,447	0.00%	\$ -	100.00%	\$ 1,362,447	0.00%	\$ -	0.00%	\$ -
Sanitary Sewer	725,355	-	725,355	0.00%	-	100.00%	725,355	0.00%	-	0.00%	-
Storm Sewer	765,776	-	765,776	0.00%	-	100.00%	765,776	0.00%	-	0.00%	-
Water	571,245	-	571,245	0.00%	-	100.00%	571,245	0.00%	-	0.00%	-
Landscaping	145,266	-	145,266	0.00%	-	100.00%	145,266	0.00%	-	0.00%	-
Retaining Walls	36,063	-	36,063	0.00%	-	100.00%	36,063	0.00%	-	0.00%	-
Soft Costs	915,098	-	915,098	0.00%	-	100.00%	915,098	0.00%	-	0.00%	-
	<u>\$ 4,521,250</u>	<u>\$ -</u>	<u>\$ 4,521,250</u>		<u>\$ -</u>		<u>\$ 4,521,250</u>		<u>\$ -</u>		<u>\$ -</u>
<b>Improvement Area C-3 Improvements <sup>(b)</sup></b>											
Roads	\$ 1,975,103	\$ -	\$ 1,975,103	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,975,103	0.00%	\$ -
Sanitary Sewer	1,051,528	-	1,051,528	0.00%	-	0.00%	-	100.00%	1,051,528	0.00%	-
Storm Sewer	1,110,133	-	1,110,133	0.00%	-	0.00%	-	100.00%	1,110,133	0.00%	-
Water	828,118	-	828,118	0.00%	-	0.00%	-	100.00%	828,118	0.00%	-
Landscaping	160,927	-	160,927	0.00%	-	0.00%	-	100.00%	160,927	0.00%	-
Retaining Walls	52,276	-	52,276	0.00%	-	0.00%	-	100.00%	52,276	0.00%	-
Soft Costs	1,308,561	-	1,308,561	0.00%	-	0.00%	-	100.00%	1,308,561	0.00%	-
	<u>\$ 6,486,646</u>	<u>\$ -</u>	<u>\$ 6,486,646</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ 6,486,646</u>		<u>\$ -</u>
<b>Major Improvements <sup>(a),(b),(c)</sup></b>											
Roads	\$ 1,241,499	\$ -	\$ 1,241,499	3.74%	\$ 241,230	2.39%	\$ 153,886	3.93%	\$ 253,148	9.21%	\$ 593,235
Sanitary Sewer	-	-	-	3.74%	-	2.39%	-	3.93%	-	9.21%	-
Storm Sewer	285,690	-	285,690	3.74%	55,511	2.39%	35,412	3.93%	58,254	9.21%	136,514
Retaining Walls	-	-	-	3.74%	-	2.39%	-	3.93%	-	9.21%	-
Landscaping	1,353,682	-	1,353,682	3.74%	263,028	2.39%	167,791	3.93%	276,023	9.21%	646,840
Soft Costs	527,449	-	527,449	3.74%	102,486	2.39%	65,378	3.93%	107,550	9.21%	252,035
	<u>\$ 3,408,320</u>	<u>\$ -</u>	<u>\$ 3,408,320</u>		<u>\$ 662,255</u>		<u>\$ 422,468</u>		<u>\$ 694,974</u>		<u>\$ 1,628,624</u>
<b>Private Improvements <sup>(a)</sup></b>											
	<u>\$ 6,925,448</u>	<u>\$ 6,925,448</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
<b>Bond Issuance Costs</b>											
Debt Service Reserve Fund	\$ 1,233,225	\$ -	\$ 1,233,225		\$ 538,700		\$ 275,450		\$ 419,075		\$ -
Capitalized Interest	229,125	-	229,125		-		229,125		-		-
Underwriter Discount	319,200	-	319,200		140,000		70,500		108,700		-
Underwriter Counsel	159,600	-	159,600		70,000		35,250		54,350		-
Cost of Issuance	957,600	-	957,600		420,000		211,500		326,100		-
	<u>\$ 2,898,750</u>	<u>\$ -</u>	<u>\$ 2,898,750</u>		<u>\$ 1,168,700</u>		<u>\$ 821,825</u>		<u>\$ 908,225</u>		<u>\$ -</u>
<b>Other Costs</b>											
Initial Deposit to Administrative Fund	\$ 120,000	\$ -	\$ 120,000		\$ 40,000		\$ 40,000		\$ 40,000		\$ -
	<u>\$ 120,000</u>	<u>\$ -</u>	<u>\$ 120,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ -</u>
<b>Total</b>	<b>\$ 37,746,512</b>	<b>\$ 6,925,448</b>	<b>\$ 30,821,063</b>		<b>\$ 9,737,999</b>		<b>\$ 6,654,620</b>		<b>\$ 9,526,606</b>		<b>\$ 4,901,838</b>

**Footnotes:**  
 [a] Based on the Engineer's Report attached hereto as **Appendix A**.  
 [b] Cost allocated based on Estimated Buildout Value.  
 [c] Major Improvements only show Improvement Zone C costs, as further described in **Exhibit B-4**.

**EXHIBIT B-4 – AUTHORIZED IMPROVEMENTS – SUMMARY**

	Total Cost	Private Cost	PID Eligible Costs	Improvement Zone A								Improvement Zone B Apportioned Property	Improvement Zone C								
				Improvement Area A-1.1		Improvement Area A-1.2		Improvement Area A-1.3		Improvement Zone A Remainder Area Apportioned Property			Improvement Area C-1		Improvement Area C-2		Improvement Area C-3		Improvement Zone C Remainder Area Apportioned Property		
				%	Cost	%	Cost	%	Cost	%	Cost		%	Cost	%	Cost	%	Cost	%	Cost	
<i>Zone A Improvements</i> <sup>[a],[b]</sup>	\$ 7,898,752	\$ -	\$ 7,898,752	14.86%	\$ 1,173,904	22.88%	\$ 1,807,358	4.14%	\$ 326,774	58.12%	\$ 4,590,716	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
<i>Improvement Area #A-1 Improvements</i> <sup>[a]</sup>	\$ 33,196,361	\$ -	\$ 33,196,361	35.49%	\$ 11,780,205	54.64%	\$ 18,136,961	9.88%	\$ 3,279,195	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
<i>Zone C Improvements</i> <sup>[a],[b]</sup>	\$ 6,850,055	\$ -	\$ 6,850,055	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	19.43%	\$ 1,331,002	12.40%	\$ 849,077	20.39%	\$ 1,396,761	47.78%	\$ 3,273,214
<i>Improvement Area #C-1 Improvements</i> <sup>[a]</sup>	\$ 6,536,042	\$ -	\$ 6,536,042	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 6,536,042	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
<i>Improvement Area #C-2 Improvements</i> <sup>[a]</sup>	\$ 4,521,250	\$ -	\$ 4,521,250	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 4,521,250	0.00%	\$ -	0.00%	\$ -
<i>Improvement Area #C-3 Improvements</i> <sup>[a]</sup>	\$ 6,486,646	\$ -	\$ 6,486,646	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 6,486,646	0.00%	\$ -
<i>Major Improvements</i> <sup>[a],[b]</sup>	\$ 17,691,372	\$ -	\$ 17,691,372	7.03%	\$ 1,244,288	10.83%	\$ 1,915,722	1.96%	\$ 346,366	27.50%	\$ 4,865,962	33.41%	\$ 5,910,714	3.74%	\$ 662,255	2.39%	\$ 422,468	3.93%	\$ 694,974	9.21%	\$ 1,628,624
<i>Private Improvements</i> <sup>[a]</sup>	\$ 29,754,492	\$ 29,754,492	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<i>Bond Issuance Costs</i>	\$ 8,700,050	\$ -	\$ 8,700,050		\$ 1,906,550		\$ 3,094,575		\$ 800,175		\$ -		\$ -		\$ 1,168,700		\$ 821,825		\$ 908,225		\$ -
<i>Initial Deposit to Administrative Fund</i>	\$ 180,000	\$ -	\$ 180,000		\$ 21,292		\$ 32,781		\$ 5,927		\$ -		\$ -		\$ 40,000		\$ 40,000		\$ 40,000		\$ -
<b>Total</b>	<b>\$ 121,815,020</b>	<b>\$ 29,754,492</b>	<b>\$ 92,060,528</b>		<b>\$ 16,126,239</b>		<b>\$ 24,987,398</b>		<b>\$ 4,758,436</b>		<b>\$ 9,456,677</b>		<b>\$ 5,910,714</b>		<b>\$ 9,737,999</b>		<b>\$ 6,654,620</b>		<b>\$ 9,526,606</b>		<b>\$ 4,901,838</b>

**Footnotes:**

[a] Based on the Engineer's Report attached hereto as **Appendix A**.

[b] Cost allocated based on Estimated Buildout Value.

**EXHIBIT B-5 – APPORTIONMENT OF IMPROVEMENT ZONE A IMPROVEMENTS, IMPROVEMENT ZONE C IMPROVEMENTS, AND MAJOR IMPROVEMENTS**

Improvement Area	Estimated Buildout Value	Improvement Zone A Improvements <sup>[a]</sup>		Improvement Zone C Improvements <sup>[a]</sup>		Major Improvements <sup>[a]</sup>		Total Apportionment for Future Funding <sup>[b]</sup>
		%	Costs	%	Costs	%	Costs	
Improvement Area A-1.1	\$ 123,216,000.00	14.86%	\$ 1,173,904	0.00%	\$ -	7.03%	\$ 1,244,288	
Improvement Area A-1.2	\$ 189,705,000.00	22.88%	\$ 1,807,358	0.00%	\$ -	10.83%	\$ 1,915,722	
Improvement Area A-1.3	\$ 34,299,000.00	4.14%	\$ 326,774	0.00%	\$ -	1.96%	\$ 346,366	
Improvement Zone A Remainder Area Apportioned Property	\$ 481,853,396.46	58.12%	\$ 4,590,716	0.00%	\$ -	27.50%	\$ 4,865,962	\$ 9,456,677
<b>Improvement Zone A Subtotal</b>	<b>\$ 829,073,396.46</b>							
Improvement Zone B Apportioned Property	\$ 585,310,382.90	0.00%	\$ -	0.00%	\$ -	33.41%	\$ 5,910,714	\$ 5,910,714
Improvement Area C-1	\$ 65,580,000.00	0.00%	\$ -	19.43%	\$ 1,331,002	3.74%	\$ 662,255	
Improvement Area C-2	\$ 41,835,000.00	0.00%	\$ -	12.40%	\$ 849,077	2.39%	\$ 422,468	
Improvement Area C-3	\$ 68,820,000.00	0.00%	\$ -	20.39%	\$ 1,396,761	3.93%	\$ 694,974	
Improvement Zone C Remainder Area Apportioned Property	\$ 161,275,000.00	0.00%	\$ -	47.78%	\$ 3,273,214	9.21%	\$ 1,628,624	\$ 4,901,838
<b>Improvement Zone C Subtotal</b>	<b>\$ 337,510,000.00</b>							
Developer Contribution <sup>[c],[d]</sup>		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
<b>Total</b>	<b>\$ 1,751,893,779.36</b>	<b>100.00%</b>	<b>\$ 7,898,752</b>	<b>100.00%</b>	<b>\$ 6,850,055</b>	<b>100.00%</b>	<b>\$ 17,691,372</b>	

**Footnotes:**

[a] The costs of Improvement Zone A Improvements, Improvement Zone C Improvements, and Major Improvements apportioned pro rata based on Estimated Buildout Value to Improvement Zone A Remainder Area, Improvement Zone B Apportioned Property, and Improvement Zone C Remainder Area Apportioned Property.

[b] Reimbursable in part or in full from future Assessments levied in Improvement Zone A Remainder Area Apportioned Property, Improvement Zone B Apportioned Property, and Improvement Zone C Remainder Area Apportioned Property.

[c] Cost overruns and decreases in Estimated Buildout Value for future Improvement Areas will result in an increase of Developer Contribution.

[d] Costs can be reimbursed to Developer via TIRZ No. 15, subject to TIRZ No. 15 Project Plan and TIRZ No. 15 Agreement.



## EXHIBIT C – 5 YEAR PLAN

Improvement Area A-1.1						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 130,000.00	\$ 140,000.00	\$ 150,000.00	\$ 160,000.00	\$ 170,000.00
Interest		742,950.00	734,500.00	725,400.00	715,650.00	705,250.00
	(1)	\$ 872,950.00	\$ 874,500.00	\$ 875,400.00	\$ 875,650.00	\$ 875,250.00
Additional Interest	(2)	\$ 57,150.00	\$ 56,500.00	\$ 55,800.00	\$ 55,050.00	\$ 54,250.00
Annual Collection Costs	(3)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 970,100.00</b>	<b>\$ 971,800.00</b>	<b>\$ 972,816.00</b>	<b>\$ 973,148.32</b>	<b>\$ 972,797.29</b>

Improvement Area A-1.2						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 215,000.00	\$ 230,000.00	\$ 245,000.00	\$ 260,000.00	\$ 275,000.00
Interest		1,206,725.00	1,192,750.00	1,177,800.00	1,161,875.00	1,144,975.00
	(1)	\$ 1,421,725.00	\$ 1,422,750.00	\$ 1,422,800.00	\$ 1,421,875.00	\$ 1,419,975.00
Additional Interest	(2)	\$ 92,825.00	\$ 91,750.00	\$ 90,600.00	\$ 89,375.00	\$ 88,075.00
Annual Collection Costs	(3)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 1,554,550.00</b>	<b>\$ 1,555,300.00</b>	<b>\$ 1,555,016.00</b>	<b>\$ 1,553,698.32</b>	<b>\$ 1,551,347.29</b>

Improvement Area A-1.3						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ -	\$ 45,000.00	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00
Interest		222,950.00	222,950.00	220,025.00	217,100.00	213,850.00
Capitalized Interest		(222,950.00)	-	-	-	-
	(1)	\$ -	\$ 267,950.00	\$ 265,025.00	\$ 267,100.00	\$ 263,850.00
Additional Interest	(2)	\$ 17,150.00	\$ 17,150.00	\$ 16,925.00	\$ 16,700.00	\$ 16,450.00
Annual Collection Costs	(3)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 57,150.00</b>	<b>\$ 325,900.00</b>	<b>\$ 323,566.00</b>	<b>\$ 326,248.32</b>	<b>\$ 323,597.29</b>

Improvement Area C-1						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 80,000.00	\$ 85,000.00	\$ 90,000.00	\$ 100,000.00	\$ 105,000.00
Interest		455,000.00	449,800.00	444,275.00	438,425.00	431,925.00
	(1)	\$ 535,000.00	\$ 534,800.00	\$ 534,275.00	\$ 538,425.00	\$ 536,925.00
Additional Interest	(2)	\$ 35,000.00	\$ 34,600.00	\$ 34,175.00	\$ 33,725.00	\$ 33,225.00
Annual Collection Costs	(3)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
<b>Total Annual Installment</b>	(4) = (1) + (2) + (3)	<b>\$ 610,000.00</b>	<b>\$ 610,200.00</b>	<b>\$ 610,066.00</b>	<b>\$ 614,598.32</b>	<b>\$ 613,447.29</b>

Improvement Area C-2						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ -	\$ 45,000.00	\$ 45,000.00	\$ 50,000.00	\$ 55,000.00
Interest		229,125.00	229,125.00	226,200.00	223,275.00	220,025.00
Capitalized Interest		(229,125.00)	-	-	-	-
	(1)	\$ -	\$ 274,125.00	\$ 271,200.00	\$ 273,275.00	\$ 275,025.00
Additional Interest	(2)	\$ 17,625.00	\$ 17,625.00	\$ 17,400.00	\$ 17,175.00	\$ 16,925.00
Annual Collection Costs	(3)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
<b>Total Annual Installment</b>	(4) = (1) + (2) + (3)	<b>\$ 57,625.00</b>	<b>\$ 332,550.00</b>	<b>\$ 330,216.00</b>	<b>\$ 332,898.32</b>	<b>\$ 335,247.29</b>

Improvement Area C-3						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal <sup>[a]</sup>		\$ -	\$ 65,000.00	\$ 65,000.00	\$ 70,000.00	\$ 75,000.00
Interest <sup>[a]</sup>		-	353,275.00	349,050.00	344,825.00	340,275.00
Capitalized Interest		-	-	-	-	-
	(1)	\$ -	\$ 418,275.00	\$ 414,050.00	\$ 414,825.00	\$ 415,275.00
Additional Interest <sup>[b]</sup>	(2)	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Collection Costs	(3)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
<b>Total Annual Installment</b>	(4) = (1) + (2) + (3)	<b>\$ 40,000.00</b>	<b>\$ 459,075.00</b>	<b>\$ 455,666.00</b>	<b>\$ 457,273.32</b>	<b>\$ 458,572.29</b>

**Footnotes:**

[a] Includes one year of deferred principal and interest payment.

[b] Additional Interest to be included after bond sale.

Authorized Improvements	Project Costs <sup>[a]</sup>				
	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Zone A Improvements	\$ 3,949,376	\$ 3,949,376	\$ -	\$ -	\$ -
Improvement Area A-1 Improvements	\$ 33,196,361	\$ -	\$ -	\$ -	\$ -
Zone C Improvements	\$ 3,425,028	\$ 3,425,028	\$ -	\$ -	\$ -
Improvement Area C-1 Improvements	\$ 6,536,042	\$ -	\$ -	\$ -	\$ -
Improvement Area C-2 Improvements	\$ 4,521,250	\$ -	\$ -	\$ -	\$ -
Improvement Area C-3 Improvements	\$ 3,243,323	\$ 3,243,323	\$ -	\$ -	\$ -
Major Improvements	\$ 8,845,686	\$ 8,845,686	\$ -	\$ -	\$ -
Bond Issuance Costs	\$ 8,700,050	\$ -	\$ -	\$ -	\$ -
Deposit to Administrative Fund	\$ 180,000	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 72,597,116</b>	<b>\$ 19,463,413</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Footnotes:**[a] Project Costs based on the Engineer's Report attached hereto as **Appendix A**.

**EXHIBIT D – SOURCES AND USES OF FUNDS**

	Private	Improvement Area A-1.1	Improvement Area A-1.2	Improvement Area A-1.3	Improvement Zone A Remainder Area Apportioned Property	Improvement Zone B Apportioned Property	Improvement Area C-1	Improvement Area C-2	Improvement Area C-3	Improvement Zone C Remainder Area Apportioned Property
<b>Sources of Funds</b>										
PID Bonds	\$ -	\$ 11,430,000	\$ 18,565,000	\$ 3,430,000	\$ -	\$ -	\$ 7,000,000	\$ 3,525,000	\$ -	\$ -
Improvement Area C-3 - Reimbursement Obligation	-	-	-	-	-	-	-	-	5,435,000	-
Developer Contribution <sup>[a]</sup>	-	4,696,239	6,422,398	1,328,436	-	-	2,737,999	3,129,620	4,091,606	-
Developer Contribution - Apportioned Property <sup>[b]</sup>	-	-	-	-	9,456,677	5,910,714	-	-	-	4,901,838
Developer Contribution - Private Improvements <sup>[c]</sup>	29,754,492	-	-	-	-	-	-	-	-	-
<b>Total Sources</b>	<b>\$ 29,754,492</b>	<b>\$ 16,126,239</b>	<b>\$ 24,987,398</b>	<b>\$ 4,758,436</b>	<b>\$ 9,456,677</b>	<b>\$ 5,910,714</b>	<b>\$ 9,737,999</b>	<b>\$ 6,654,620</b>	<b>\$ 9,526,606</b>	<b>\$ 4,901,838</b>
<b>Uses of Funds</b>										
Zone A Improvements	\$ -	\$ 1,173,904	\$ 1,807,358	\$ 326,774	\$ 4,590,716	\$ -	\$ -	\$ -	\$ -	\$ -
Improvement Area A-1 Improvements	-	11,780,205	18,136,961	3,279,195	-	-	-	-	-	-
Zone C Improvements	-	-	-	-	-	-	1,331,002	849,077	1,396,761	3,273,214
Improvement Area C-1 Improvements	-	-	-	-	-	-	6,536,042	-	-	-
Improvement Area C-2 Improvements	-	-	-	-	-	-	-	4,521,250	-	-
Improvement Area C-3 Improvements	-	-	-	-	-	-	-	-	6,486,646	-
Major Improvements	-	1,244,288	1,915,722	346,366	4,865,962	5,910,714	662,255	422,468	694,974	1,628,624
Private Improvements <sup>[c]</sup>	29,754,492	-	-	-	-	-	-	-	-	-
	<u>\$ 29,754,492</u>	<u>\$ 14,198,397</u>	<u>\$ 21,860,042</u>	<u>\$ 3,952,334</u>	<u>\$ 9,456,677</u>	<u>\$ 5,910,714</u>	<u>\$ 8,529,299</u>	<u>\$ 5,792,795</u>	<u>\$ 8,578,381</u>	<u>\$ 4,901,838</u>
<i>Bond Issuance Costs<sup>[d]</sup></i>										
Debt Service Reserve Fund	\$ -	\$ 877,850	\$ 1,423,725	\$ 268,525	\$ -	\$ -	\$ 538,700	\$ 275,450	\$ 419,075	\$ -
Capitalized Interest	-	-	-	222,950	-	-	-	229,125	-	-
Underwriter's Discount	-	228,600	371,300	68,600	-	-	140,000	70,500	108,700	-
Underwriter's Counsel	-	114,300	185,650	34,300	-	-	70,000	35,250	54,350	-
Cost of Issuance	-	685,800	1,113,900	205,800	-	-	420,000	211,500	326,100	-
	<u>\$ -</u>	<u>\$ 1,906,550</u>	<u>\$ 3,094,575</u>	<u>\$ 800,175</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,168,700</u>	<u>\$ 821,825</u>	<u>\$ 908,225</u>	<u>\$ -</u>
<i>Other Costs</i>										
Deposit to Administrative Fund	\$ -	\$ 21,292	\$ 32,781	\$ 5,927	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ -
	<u>\$ -</u>	<u>\$ 21,292</u>	<u>\$ 32,781</u>	<u>\$ 5,927</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 40,000</u>	<u>\$ 40,000</u>	<u>\$ 40,000</u>	<u>\$ -</u>
<b>Total Uses</b>	<b>\$ 29,754,492</b>	<b>\$ 16,126,239</b>	<b>\$ 24,987,398</b>	<b>\$ 4,758,436</b>	<b>\$ 9,456,677</b>	<b>\$ 5,910,714</b>	<b>\$ 9,737,999</b>	<b>\$ 6,654,620</b>	<b>\$ 9,526,606</b>	<b>\$ 4,901,838</b>

**Footnotes:**

[a] Non-reimbursable to Developer from Assessments or PID Bonds, but reimbursable from TIRZ Revenue to the extent provided in the TIRZ No. 15 Project and Finance Plan and TIRZ No. 15 Agreement.

[b] Apportioned costs to be levied in part or in full at a later date.

[c] Non-reimbursable to Developer from Assessments or PID Bonds.

[d] Preliminary estimates only, to be updated when PID Bonds are issued.

## EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units <sup>[a]</sup>	Estimated Buildout Value <sup>[a]</sup>		Maximum Assessment		Average Annual Installment		PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
<i>Improvement Area A-1.1</i>								
Lot Type 1	20	\$ 354,000	\$ 7,080,000	\$ 32,838	\$ 656,769	\$ 2,781	\$ 55,625	\$ 0.786
Lot Type 2	174	\$ 399,000	\$ 69,426,000	\$ 37,013	\$ 6,440,228	\$ 3,135	\$ 545,453	\$ 0.786
Lot Type 3	41	\$ 462,000	\$ 18,942,000	\$ 42,857	\$ 1,757,134	\$ 3,630	\$ 148,820	\$ 0.786
Lot Type 4	52	\$ 534,000	\$ 27,768,000	\$ 49,536	\$ 2,575,869	\$ 4,195	\$ 218,162	\$ 0.786
IA A-1.1 Total	287		\$ 123,216,000		\$ 11,430,000		\$ 968,060	\$ 0.786
<i>Improvement Area A-1.2</i>								
Lot Type 5	26	\$ 399,000	\$ 10,374,000	\$ 39,047	\$ 1,015,225	\$ 3,236	\$ 84,139	\$ 0.811
Lot Type 6	237	\$ 462,000	\$ 109,494,000	\$ 45,212	\$ 10,715,353	\$ 3,747	\$ 888,063	\$ 0.811
Lot Type 7	80	\$ 534,000	\$ 42,720,000	\$ 52,259	\$ 4,180,685	\$ 4,331	\$ 346,485	\$ 0.811
Lot Type 8	46	\$ 589,500	\$ 27,117,000	\$ 57,690	\$ 2,653,737	\$ 4,781	\$ 219,935	\$ 0.811
IA A-1.2 Total	389		\$ 189,705,000		\$ 18,565,000		\$ 1,538,624	\$ 0.811
<i>Improvement Area A-1.3</i>								
Lot Type 9	111	\$ 309,000	\$ 34,299,000	\$ 30,901	\$ 3,430,000	\$ 2,899	\$ 321,832	\$ 0.938
IA A-1.3 Total	111		\$ 34,299,000		\$ 3,430,000		\$ 321,832	\$ 0.938
<i>Improvement Area C-1</i>								
Lot Type 10	66	\$ 390,000	\$ 25,740,000	\$ 41,629	\$ 2,747,484	\$ 3,649	\$ 240,834	\$ 0.936
Lot Type 11	96	\$ 415,000	\$ 39,840,000	\$ 44,297	\$ 4,252,516	\$ 3,883	\$ 372,759	\$ 0.936
IA C-1 Total	162		\$ 65,580,000		\$ 7,000,000		\$ 613,593	\$ 0.936
<i>Improvement Area C-2</i>								
Lot Type 12	53	\$ 390,000	\$ 20,670,000	\$ 32,861	\$ 1,741,646	\$ 3,069	\$ 162,635	\$ 0.787
Lot Type 13	51	\$ 415,000	\$ 21,165,000	\$ 34,968	\$ 1,783,354	\$ 3,265	\$ 166,530	\$ 0.787
IA C-2 Total	104		\$ 41,835,000		\$ 3,525,000		\$ 329,164	\$ 0.787
<i>Improvement Area C-3</i>								
Lot Type 14	58	\$ 450,000	\$ 26,100,000	\$ 35,538	\$ 2,061,225	\$ 3,076	\$ 178,389	\$ 0.683
Lot Type 15	89	\$ 480,000	\$ 42,720,000	\$ 37,908	\$ 3,373,775	\$ 3,281	\$ 291,983	\$ 0.683
IA C-3 Total	147		\$ 68,820,000		\$ 5,435,000		\$ 470,372	\$ 0.683
<b>Grand Total</b>	<b>1,200</b>		<b>\$ 523,455,000</b>		<b>\$ 49,385,000</b>			

**Footnotes:**

[a] As provided by the Developers.

## EXHIBIT F – TIRZ NO. 15 ANNUAL CREDIT AMOUNT BY LOT TYPE

Lot Type	Estimated Buildout Value per Unit	Assessment per Unit	Average Annual Installment per Unit	Gross PID TRE	Total Tax Rate <sup>[a]</sup>	Maximum Annual TIRZ No. 15 Credit Amount per Unit	Net Annual Installment Per Unit	Net PID TRE	Net Equivalent Total Tax Rate
Lot Type 1	\$ 354,000.00	\$ 32,838.43	\$ 2,781.24	\$ 0.7857	\$ 3.3080	\$ 665.68	\$ 2,115.56	\$ 0.5976	\$ 3.1200
Lot Type 2	\$ 399,000.00	\$ 37,012.81	\$ 3,134.79	\$ 0.7857	\$ 3.3080	\$ 750.30	\$ 2,384.48	\$ 0.5976	\$ 3.1200
Lot Type 3	\$ 462,000.00	\$ 42,856.93	\$ 3,629.75	\$ 0.7857	\$ 3.3080	\$ 868.77	\$ 2,760.98	\$ 0.5976	\$ 3.1200
Lot Type 4	\$ 534,000.00	\$ 49,535.94	\$ 4,195.43	\$ 0.7857	\$ 3.3080	\$ 1,004.17	\$ 3,191.26	\$ 0.5976	\$ 3.1200
Lot Type 5	\$ 399,000.00	\$ 39,047.13	\$ 3,236.13	\$ 0.8111	\$ 3.3334	\$ 851.65	\$ 2,384.48	\$ 0.5976	\$ 3.1200
Lot Type 6	\$ 462,000.00	\$ 45,212.46	\$ 3,747.10	\$ 0.8111	\$ 3.3334	\$ 986.12	\$ 2,760.98	\$ 0.5976	\$ 3.1200
Lot Type 7	\$ 534,000.00	\$ 52,258.56	\$ 4,331.07	\$ 0.8111	\$ 3.3334	\$ 1,139.80	\$ 3,191.26	\$ 0.5976	\$ 3.1200
Lot Type 8	\$ 589,500.00	\$ 57,689.93	\$ 4,781.21	\$ 0.8111	\$ 3.3334	\$ 1,258.27	\$ 3,522.94	\$ 0.5976	\$ 3.1200
Lot Type 9	\$ 309,000.00	\$ 30,900.90	\$ 2,899.39	\$ 0.9383	\$ 3.4607	\$ 1,052.76	\$ 1,846.63	\$ 0.5976	\$ 3.1200
Lot Type 10	\$ 390,000.00	\$ 41,628.55	\$ 3,649.00	\$ 0.9356	\$ 3.4580	\$ 1,318.30	\$ 2,330.70	\$ 0.5976	\$ 3.1200
Lot Type 11	\$ 415,000.00	\$ 44,297.04	\$ 3,882.91	\$ 0.9356	\$ 3.4580	\$ 1,402.80	\$ 2,480.10	\$ 0.5976	\$ 3.1200
Lot Type 12	\$ 390,000.00	\$ 32,861.24	\$ 3,068.58	\$ 0.7868	\$ 3.3092	\$ 737.88	\$ 2,330.70	\$ 0.5976	\$ 3.1200
Lot Type 13	\$ 415,000.00	\$ 34,967.73	\$ 3,265.28	\$ 0.7868	\$ 3.3092	\$ 785.18	\$ 2,480.10	\$ 0.5976	\$ 3.1200
Lot Type 14	\$ 450,000.00	\$ 35,538.36	\$ 3,075.67	\$ 0.6835	\$ 3.2059	\$ 386.40	\$ 2,689.27	\$ 0.5976	\$ 3.1200
Lot Type 15	\$ 480,000.00	\$ 37,907.59	\$ 3,280.71	\$ 0.6835	\$ 3.2059	\$ 412.16	\$ 2,868.55	\$ 0.5976	\$ 3.1200

**Footnotes:**

[a] Includes taxing jurisdictions as of the 2022-2023 tax year: City of Mesquite (\$0.658140), Dallas County (\$0.217946), Dallas County CC (\$0.115899), Dallas County Schools (\$0.01000), Parkland Hospital District (\$0.235800), and Mesquite ISD (\$1.284600).

**EXHIBIT G-1 – IMPROVEMENT AREA A-1.1 ASSESSMENT ROLL**

Property ID <sup>[a]</sup>	Legal Description	Improvement Area A-1.1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
65000103010730200	Improvement Area A-1.1 Initial Parcel	\$ 512,460.06	\$ 43,494.09
65000103010740000		\$ 10,917,539.94	\$ 926,605.91
<b>Total</b>		<b>\$ 11,430,000.00</b>	<b>\$ 970,100.00</b>

**Footnotes:**

[a] The entire Improvement Area A-1.1 Initial Parcel is contained within Property IDs 65000103010730200 and 65000103010740000. For billing purposes, the Annual Installment due 1/31/2024 shall be allocated to the Property IDs pro rata based on acreage.

## EXHIBIT G-2 – IMPROVEMENT AREA A-1.1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal		Additional Interest		Reserve Fund <sup>[b]</sup>	Annual Collection	
	Principal	Interest <sup>[a]</sup>	Interest	Reserve Fund <sup>[b]</sup>		Costs	Annual Installment <sup>[c]</sup>
2024	\$ 130,000.00	\$ 742,950.00	\$ 57,150.00	\$ -	\$ 40,000.00	\$ 970,100.00	
2025	\$ 140,000.00	\$ 734,500.00	\$ 56,500.00	\$ -	\$ 40,800.00	\$ 971,800.00	
2026	\$ 150,000.00	\$ 725,400.00	\$ 55,800.00	\$ -	\$ 41,616.00	\$ 972,816.00	
2027	\$ 160,000.00	\$ 715,650.00	\$ 55,050.00	\$ -	\$ 42,448.32	\$ 973,148.32	
2028	\$ 170,000.00	\$ 705,250.00	\$ 54,250.00	\$ -	\$ 43,297.29	\$ 972,797.29	
2029	\$ 180,000.00	\$ 694,200.00	\$ 53,400.00	\$ -	\$ 44,163.23	\$ 971,763.23	
2030	\$ 195,000.00	\$ 682,500.00	\$ 52,500.00	\$ -	\$ 45,046.50	\$ 975,046.50	
2031	\$ 205,000.00	\$ 669,825.00	\$ 51,525.00	\$ -	\$ 45,947.43	\$ 972,297.43	
2032	\$ 220,000.00	\$ 656,500.00	\$ 50,500.00	\$ -	\$ 46,866.38	\$ 973,866.38	
2033	\$ 235,000.00	\$ 642,200.00	\$ 49,400.00	\$ -	\$ 47,803.70	\$ 974,403.70	
2034	\$ 250,000.00	\$ 626,925.00	\$ 48,225.00	\$ -	\$ 48,759.78	\$ 973,909.78	
2035	\$ 265,000.00	\$ 610,675.00	\$ 46,975.00	\$ -	\$ 49,734.97	\$ 972,384.97	
2036	\$ 280,000.00	\$ 593,450.00	\$ 45,650.00	\$ -	\$ 50,729.67	\$ 969,829.67	
2037	\$ 300,000.00	\$ 575,250.00	\$ 44,250.00	\$ -	\$ 51,744.27	\$ 971,244.27	
2038	\$ 320,000.00	\$ 555,750.00	\$ 42,750.00	\$ -	\$ 52,779.15	\$ 971,279.15	
2039	\$ 340,000.00	\$ 534,950.00	\$ 41,150.00	\$ -	\$ 53,834.73	\$ 969,934.73	
2040	\$ 365,000.00	\$ 512,850.00	\$ 39,450.00	\$ -	\$ 54,911.43	\$ 972,211.43	
2041	\$ 385,000.00	\$ 489,125.00	\$ 37,625.00	\$ -	\$ 56,009.66	\$ 967,759.66	
2042	\$ 410,000.00	\$ 464,100.00	\$ 35,700.00	\$ -	\$ 57,129.85	\$ 966,929.85	
2043	\$ 440,000.00	\$ 437,450.00	\$ 33,650.00	\$ -	\$ 58,272.45	\$ 969,372.45	
2044	\$ 465,000.00	\$ 408,850.00	\$ 31,450.00	\$ -	\$ 59,437.90	\$ 964,737.90	
2045	\$ 495,000.00	\$ 378,625.00	\$ 29,125.00	\$ -	\$ 60,626.65	\$ 963,376.65	
2046	\$ 530,000.00	\$ 346,450.00	\$ 26,650.00	\$ -	\$ 61,839.19	\$ 964,939.19	
2047	\$ 565,000.00	\$ 312,000.00	\$ 24,000.00	\$ -	\$ 63,075.97	\$ 964,075.97	
2048	\$ 600,000.00	\$ 275,275.00	\$ 21,175.00	\$ -	\$ 64,337.49	\$ 960,787.49	
2049	\$ 640,000.00	\$ 236,275.00	\$ 18,175.00	\$ -	\$ 65,624.24	\$ 960,074.24	
2050	\$ 680,000.00	\$ 194,675.00	\$ 14,975.00	\$ -	\$ 66,936.72	\$ 956,586.72	
2051	\$ 725,000.00	\$ 150,475.00	\$ 11,575.00	\$ -	\$ 68,275.46	\$ 955,325.46	
2052	\$ 770,000.00	\$ 103,350.00	\$ 7,950.00	\$ -	\$ 69,640.97	\$ 950,940.97	
2053	\$ 820,000.00	\$ 53,300.00	\$ 4,100.00	\$ (877,850.00)	\$ 71,033.79	\$ 70,583.79	
<b>Total</b>	<b>\$ 11,430,000.00</b>	<b>\$ 14,828,775.00</b>	<b>\$ 1,140,675.00</b>	<b>\$ (877,850.00)</b>	<b>\$ 1,622,723.17</b>	<b>\$ 28,144,323.17</b>	

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

[c] 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.

<b>EXHIBIT H-1 – IMPROVEMENT AREA A-1.2 ASSESSMENT ROLL</b>
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Property ID <sup>[a]</sup>	Lot Type	Improvement Area A-1.2	
		Outstanding Assessment	Annual Installment Due 1/31/2024
65000103010740000	Improvement Area A-1.2 Initial Parcel	\$ 18,565,000.00	\$ 1,554,550.00
<b>Total</b>		<b>\$ 18,565,000.00</b>	<b>\$ 1,554,550.00</b>

**Footnotes:**

[a] The entire Improvement Area A-1.2 Initial Parcel is contained within Property IDs 65000103010740000. For billing purposes, the Annual Installment due 1/31/2024 shall be allocated to the Property IDs pro rata based on acreage.



## EXHIBIT H-2 – IMPROVEMENT AREA A-1.2 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal		Additional Interest		Reserve Fund <sup>[b]</sup>	Annual Collection	
	Principal	Interest <sup>[a]</sup>	Interest	Reserve Fund <sup>[b]</sup>		Costs	Annual Installment <sup>[c]</sup>
2024	\$ 215,000.00	\$ 1,206,725.00	\$ 92,825.00	\$ -	\$ 40,000.00	\$ 1,554,550.00	
2025	\$ 230,000.00	\$ 1,192,750.00	\$ 91,750.00	\$ -	\$ 40,800.00	\$ 1,555,300.00	
2026	\$ 245,000.00	\$ 1,177,800.00	\$ 90,600.00	\$ -	\$ 41,616.00	\$ 1,555,016.00	
2027	\$ 260,000.00	\$ 1,161,875.00	\$ 89,375.00	\$ -	\$ 42,448.32	\$ 1,553,698.32	
2028	\$ 275,000.00	\$ 1,144,975.00	\$ 88,075.00	\$ -	\$ 43,297.29	\$ 1,551,347.29	
2029	\$ 295,000.00	\$ 1,127,100.00	\$ 86,700.00	\$ -	\$ 44,163.23	\$ 1,552,963.23	
2030	\$ 315,000.00	\$ 1,107,925.00	\$ 85,225.00	\$ -	\$ 45,046.50	\$ 1,553,196.50	
2031	\$ 335,000.00	\$ 1,087,450.00	\$ 83,650.00	\$ -	\$ 45,947.43	\$ 1,552,047.43	
2032	\$ 355,000.00	\$ 1,065,675.00	\$ 81,975.00	\$ -	\$ 46,866.38	\$ 1,549,516.38	
2033	\$ 380,000.00	\$ 1,042,600.00	\$ 80,200.00	\$ -	\$ 47,803.70	\$ 1,550,603.70	
2034	\$ 405,000.00	\$ 1,017,900.00	\$ 78,300.00	\$ -	\$ 48,759.78	\$ 1,549,959.78	
2035	\$ 430,000.00	\$ 991,575.00	\$ 76,275.00	\$ -	\$ 49,734.97	\$ 1,547,584.97	
2036	\$ 455,000.00	\$ 963,625.00	\$ 74,125.00	\$ -	\$ 50,729.67	\$ 1,543,479.67	
2037	\$ 485,000.00	\$ 934,050.00	\$ 71,850.00	\$ -	\$ 51,744.27	\$ 1,542,644.27	
2038	\$ 520,000.00	\$ 902,525.00	\$ 69,425.00	\$ -	\$ 52,779.15	\$ 1,544,729.15	
2039	\$ 555,000.00	\$ 868,725.00	\$ 66,825.00	\$ -	\$ 53,834.73	\$ 1,544,384.73	
2040	\$ 590,000.00	\$ 832,650.00	\$ 64,050.00	\$ -	\$ 54,911.43	\$ 1,541,611.43	
2041	\$ 625,000.00	\$ 794,300.00	\$ 61,100.00	\$ -	\$ 56,009.66	\$ 1,536,409.66	
2042	\$ 670,000.00	\$ 753,675.00	\$ 57,975.00	\$ -	\$ 57,129.85	\$ 1,538,779.85	
2043	\$ 710,000.00	\$ 710,125.00	\$ 54,625.00	\$ -	\$ 58,272.45	\$ 1,533,022.45	
2044	\$ 755,000.00	\$ 663,975.00	\$ 51,075.00	\$ -	\$ 59,437.90	\$ 1,529,487.90	
2045	\$ 805,000.00	\$ 614,900.00	\$ 47,300.00	\$ -	\$ 60,626.65	\$ 1,527,826.65	
2046	\$ 860,000.00	\$ 562,575.00	\$ 43,275.00	\$ -	\$ 61,839.19	\$ 1,527,689.19	
2047	\$ 915,000.00	\$ 506,675.00	\$ 38,975.00	\$ -	\$ 63,075.97	\$ 1,523,725.97	
2048	\$ 975,000.00	\$ 447,200.00	\$ 34,400.00	\$ -	\$ 64,337.49	\$ 1,520,937.49	
2049	\$ 1,035,000.00	\$ 383,825.00	\$ 29,525.00	\$ -	\$ 65,624.24	\$ 1,513,974.24	
2050	\$ 1,105,000.00	\$ 316,550.00	\$ 24,350.00	\$ -	\$ 66,936.72	\$ 1,512,836.72	
2051	\$ 1,175,000.00	\$ 244,725.00	\$ 18,825.00	\$ -	\$ 68,275.46	\$ 1,506,825.46	
2052	\$ 1,255,000.00	\$ 168,350.00	\$ 12,950.00	\$ -	\$ 69,640.97	\$ 1,505,940.97	
2053	\$ 1,335,000.00	\$ 86,775.00	\$ 6,675.00	\$ (1,423,725.00)	\$ 71,033.79	\$ 75,758.79	
<b>Total</b>	<b>\$ 18,565,000.00</b>	<b>\$ 24,079,575.00</b>	<b>\$ 1,852,275.00</b>	<b>\$ (1,423,725.00)</b>	<b>\$ 1,622,723.17</b>	<b>\$ 44,695,848.17</b>	

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**EXHIBIT I-1 – IMPROVEMENT AREA A-1.3 ASSESSMENT ROLL**

		Improvement Area A-1.3	
Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024 <sup>[b]</sup>
65000103010740000	Improvement Area A-1.3 Initial Parcel	\$ 3,430,000.00	\$ 57,150.00
<b>Total</b>		<b>\$ 3,430,000.00</b>	<b>\$ 57,150.00</b>

**Footnotes:**

[a] The entire Improvement Area A-1.3 Initial Parcel is contained within Property IDs 65000103010740000. For billing purposes, the Annual Installment due 1/31/2024 shall be allocated to the Property IDs pro rata based on acreage.

[b] Includes Capitalized Interest.

## EXHIBIT I-2 – IMPROVEMENT AREA A-1.3 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Capitalized Interest	Reserve Fund <sup>[b]</sup>	Annual Collection Costs	Annual Installment <sup>[c]</sup>
2024	\$ -	\$ 222,950.00	\$ 17,150.00	\$ (222,950.00)	\$ -	\$ 40,000.00	\$ 57,150.00
2025	\$ 45,000.00	\$ 222,950.00	\$ 17,150.00	\$ -	\$ -	\$ 40,800.00	\$ 325,900.00
2026	\$ 45,000.00	\$ 220,025.00	\$ 16,925.00	\$ -	\$ -	\$ 41,616.00	\$ 323,566.00
2027	\$ 50,000.00	\$ 217,100.00	\$ 16,700.00	\$ -	\$ -	\$ 42,448.32	\$ 326,248.32
2028	\$ 50,000.00	\$ 213,850.00	\$ 16,450.00	\$ -	\$ -	\$ 43,297.29	\$ 323,597.29
2029	\$ 55,000.00	\$ 210,600.00	\$ 16,200.00	\$ -	\$ -	\$ 44,163.23	\$ 325,963.23
2030	\$ 60,000.00	\$ 207,025.00	\$ 15,925.00	\$ -	\$ -	\$ 45,046.50	\$ 327,996.50
2031	\$ 65,000.00	\$ 203,125.00	\$ 15,625.00	\$ -	\$ -	\$ 45,947.43	\$ 329,697.43
2032	\$ 65,000.00	\$ 198,900.00	\$ 15,300.00	\$ -	\$ -	\$ 46,866.38	\$ 326,066.38
2033	\$ 70,000.00	\$ 194,675.00	\$ 14,975.00	\$ -	\$ -	\$ 47,803.70	\$ 327,453.70
2034	\$ 75,000.00	\$ 190,125.00	\$ 14,625.00	\$ -	\$ -	\$ 48,759.78	\$ 328,509.78
2035	\$ 80,000.00	\$ 185,250.00	\$ 14,250.00	\$ -	\$ -	\$ 49,734.97	\$ 329,234.97
2036	\$ 85,000.00	\$ 180,050.00	\$ 13,850.00	\$ -	\$ -	\$ 50,729.67	\$ 329,629.67
2037	\$ 90,000.00	\$ 174,525.00	\$ 13,425.00	\$ -	\$ -	\$ 51,744.27	\$ 329,694.27
2038	\$ 95,000.00	\$ 168,675.00	\$ 12,975.00	\$ -	\$ -	\$ 52,779.15	\$ 329,429.15
2039	\$ 105,000.00	\$ 162,500.00	\$ 12,500.00	\$ -	\$ -	\$ 53,834.73	\$ 333,834.73
2040	\$ 110,000.00	\$ 155,675.00	\$ 11,975.00	\$ -	\$ -	\$ 54,911.43	\$ 332,561.43
2041	\$ 120,000.00	\$ 148,525.00	\$ 11,425.00	\$ -	\$ -	\$ 56,009.66	\$ 335,959.66
2042	\$ 125,000.00	\$ 140,725.00	\$ 10,825.00	\$ -	\$ -	\$ 57,129.85	\$ 333,679.85
2043	\$ 135,000.00	\$ 132,600.00	\$ 10,200.00	\$ -	\$ -	\$ 58,272.45	\$ 336,072.45
2044	\$ 140,000.00	\$ 123,825.00	\$ 9,525.00	\$ -	\$ -	\$ 59,437.90	\$ 332,787.90
2045	\$ 150,000.00	\$ 114,725.00	\$ 8,825.00	\$ -	\$ -	\$ 60,626.65	\$ 334,176.65
2046	\$ 160,000.00	\$ 104,975.00	\$ 8,075.00	\$ -	\$ -	\$ 61,839.19	\$ 334,889.19
2047	\$ 170,000.00	\$ 94,575.00	\$ 7,275.00	\$ -	\$ -	\$ 63,075.97	\$ 334,925.97
2048	\$ 180,000.00	\$ 83,525.00	\$ 6,425.00	\$ -	\$ -	\$ 64,337.49	\$ 334,287.49
2049	\$ 195,000.00	\$ 71,825.00	\$ 5,525.00	\$ -	\$ -	\$ 65,624.24	\$ 337,974.24
2050	\$ 205,000.00	\$ 59,150.00	\$ 4,550.00	\$ -	\$ -	\$ 66,936.72	\$ 335,636.72
2051	\$ 220,000.00	\$ 45,825.00	\$ 3,525.00	\$ -	\$ -	\$ 68,275.46	\$ 337,625.46
2052	\$ 235,000.00	\$ 31,525.00	\$ 2,425.00	\$ -	\$ -	\$ 69,640.97	\$ 338,590.97
2053	\$ 250,000.00	\$ 16,250.00	\$ 1,250.00	\$ -	\$ (268,525.00)	\$ 71,033.79	\$ 70,008.79
<b>Total</b>	<b>\$ 3,430,000.00</b>	<b>\$ 4,496,050.00</b>	<b>\$ 345,850.00</b>	<b>\$ (222,950.00)</b>	<b>\$ (268,525.00)</b>	<b>\$ 1,622,723.17</b>	<b>\$ 9,403,148.17</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

[c] 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.

<b>EXHIBIT J-1 – IMPROVEMENT AREA C-1 ASSESSMENT ROLL</b>
---

Property ID <sup>[a]</sup>	Lot Type	Improvement Area C-1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
65000102010500200	Improvement Area C-1 Initial Parcel	\$ 7,000,000.00	\$ 610,000.00
<b>Total</b>		<b>\$ 7,000,000.00</b>	<b>\$ 610,000.00</b>

**Footnotes:**

[a] The entire Improvement Area C-1 Initial Parcel is contained within Property IDs 65000102010500200. For billing purposes, the Annual Installment due 1/31/2024 shall be allocated to the Property IDs pro rata based on acreage.

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

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Reserve Fund <sup>[b]</sup>	Annual Collection Costs	Annual Installment <sup>[c]</sup>
2024	\$ 80,000.00	\$ 455,000.00	\$ 35,000.00	\$ -	\$ 40,000.00	\$ 610,000.00
2025	\$ 85,000.00	\$ 449,800.00	\$ 34,600.00	\$ -	\$ 40,800.00	\$ 610,200.00
2026	\$ 90,000.00	\$ 444,275.00	\$ 34,175.00	\$ -	\$ 41,616.00	\$ 610,066.00
2027	\$ 100,000.00	\$ 438,425.00	\$ 33,725.00	\$ -	\$ 42,448.32	\$ 614,598.32
2028	\$ 105,000.00	\$ 431,925.00	\$ 33,225.00	\$ -	\$ 43,297.29	\$ 613,447.29
2029	\$ 110,000.00	\$ 425,100.00	\$ 32,700.00	\$ -	\$ 44,163.23	\$ 611,963.23
2030	\$ 120,000.00	\$ 417,950.00	\$ 32,150.00	\$ -	\$ 45,046.50	\$ 615,146.50
2031	\$ 125,000.00	\$ 410,150.00	\$ 31,550.00	\$ -	\$ 45,947.43	\$ 612,647.43
2032	\$ 135,000.00	\$ 402,025.00	\$ 30,925.00	\$ -	\$ 46,866.38	\$ 614,816.38
2033	\$ 145,000.00	\$ 393,250.00	\$ 30,250.00	\$ -	\$ 47,803.70	\$ 616,303.70
2034	\$ 150,000.00	\$ 383,825.00	\$ 29,525.00	\$ -	\$ 48,759.78	\$ 612,109.78
2035	\$ 160,000.00	\$ 374,075.00	\$ 28,775.00	\$ -	\$ 49,734.97	\$ 612,584.97
2036	\$ 175,000.00	\$ 363,675.00	\$ 27,975.00	\$ -	\$ 50,729.67	\$ 617,379.67
2037	\$ 185,000.00	\$ 352,300.00	\$ 27,100.00	\$ -	\$ 51,744.27	\$ 616,144.27
2038	\$ 195,000.00	\$ 340,275.00	\$ 26,175.00	\$ -	\$ 52,779.15	\$ 614,229.15
2039	\$ 210,000.00	\$ 327,600.00	\$ 25,200.00	\$ -	\$ 53,834.73	\$ 616,634.73
2040	\$ 220,000.00	\$ 313,950.00	\$ 24,150.00	\$ -	\$ 54,911.43	\$ 613,011.43
2041	\$ 235,000.00	\$ 299,650.00	\$ 23,050.00	\$ -	\$ 56,009.66	\$ 613,709.66
2042	\$ 250,000.00	\$ 284,375.00	\$ 21,875.00	\$ -	\$ 57,129.85	\$ 613,379.85
2043	\$ 270,000.00	\$ 268,125.00	\$ 20,625.00	\$ -	\$ 58,272.45	\$ 617,022.45
2044	\$ 285,000.00	\$ 250,575.00	\$ 19,275.00	\$ -	\$ 59,437.90	\$ 614,287.90
2045	\$ 305,000.00	\$ 232,050.00	\$ 17,850.00	\$ -	\$ 60,626.65	\$ 615,526.65
2046	\$ 325,000.00	\$ 212,225.00	\$ 16,325.00	\$ -	\$ 61,839.19	\$ 615,389.19
2047	\$ 345,000.00	\$ 191,100.00	\$ 14,700.00	\$ -	\$ 63,075.97	\$ 613,875.97
2048	\$ 365,000.00	\$ 168,675.00	\$ 12,975.00	\$ -	\$ 64,337.49	\$ 610,987.49
2049	\$ 390,000.00	\$ 144,950.00	\$ 11,150.00	\$ -	\$ 65,624.24	\$ 611,724.24
2050	\$ 415,000.00	\$ 119,600.00	\$ 9,200.00	\$ -	\$ 66,936.72	\$ 610,736.72
2051	\$ 445,000.00	\$ 92,625.00	\$ 7,125.00	\$ -	\$ 68,275.46	\$ 613,025.46
2052	\$ 475,000.00	\$ 63,700.00	\$ 4,900.00	\$ -	\$ 69,640.97	\$ 613,240.97
2053	\$ 505,000.00	\$ 32,825.00	\$ 2,525.00	\$ (538,700.00)	\$ 71,033.79	\$ 72,683.79
<b>Total</b>	<b>\$ 7,000,000.00</b>	<b>\$ 9,084,075.00</b>	<b>\$ 698,775.00</b>	<b>\$ (538,700.00)</b>	<b>\$ 1,622,723.17</b>	<b>\$ 17,866,873.17</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**EXHIBIT K-1 – IMPROVEMENT AREA C-2 ASSESSMENT ROLL**

Property ID <sup>[a]</sup>	Lot Type	Improvement Area C-2	
		Outstanding Assessment	Annual Installment Due 1/31/2024
65000101510260200	Improvement Area C-2 Initial Parcel	\$ 3,525,000.00	\$ 57,625.00
<b>Total</b>		<b>\$ 3,525,000.00</b>	<b>\$ 57,625.00</b>

**Footnotes:**

[a] The entire Improvement Area C-2 Initial Parcel is contained within Property IDs 65000101510260200. For billing purposes, the Annual Installment due 1/31/2024 shall be allocated to the Property IDs pro rata based on acreage.

[b] Includes 1 year of Capitalized Interest.

## EXHIBIT K-2 – IMPROVEMENT AREA C-2 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Capitalized Interest	Reserve Fund <sup>[b]</sup>	Annual Collection Costs	Annual Installment <sup>[c]</sup>
2024	\$ -	\$ 229,125.00	\$ 17,625.00	\$ (229,125.00)	\$ -	\$ 40,000.00	\$ 57,625.00
2025	\$ 45,000.00	\$ 229,125.00	\$ 17,625.00	\$ -	\$ -	\$ 40,800.00	\$ 332,550.00
2026	\$ 45,000.00	\$ 226,200.00	\$ 17,400.00	\$ -	\$ -	\$ 41,616.00	\$ 330,216.00
2027	\$ 50,000.00	\$ 223,275.00	\$ 17,175.00	\$ -	\$ -	\$ 42,448.32	\$ 332,898.32
2028	\$ 55,000.00	\$ 220,025.00	\$ 16,925.00	\$ -	\$ -	\$ 43,297.29	\$ 335,247.29
2029	\$ 55,000.00	\$ 216,450.00	\$ 16,650.00	\$ -	\$ -	\$ 44,163.23	\$ 332,263.23
2030	\$ 60,000.00	\$ 212,875.00	\$ 16,375.00	\$ -	\$ -	\$ 45,046.50	\$ 334,296.50
2031	\$ 65,000.00	\$ 208,975.00	\$ 16,075.00	\$ -	\$ -	\$ 45,947.43	\$ 335,997.43
2032	\$ 70,000.00	\$ 204,750.00	\$ 15,750.00	\$ -	\$ -	\$ 46,866.38	\$ 337,366.38
2033	\$ 75,000.00	\$ 200,200.00	\$ 15,400.00	\$ -	\$ -	\$ 47,803.70	\$ 338,403.70
2034	\$ 75,000.00	\$ 195,325.00	\$ 15,025.00	\$ -	\$ -	\$ 48,759.78	\$ 334,109.78
2035	\$ 85,000.00	\$ 190,450.00	\$ 14,650.00	\$ -	\$ -	\$ 49,734.97	\$ 339,834.97
2036	\$ 90,000.00	\$ 184,925.00	\$ 14,225.00	\$ -	\$ -	\$ 50,729.67	\$ 339,879.67
2037	\$ 95,000.00	\$ 179,075.00	\$ 13,775.00	\$ -	\$ -	\$ 51,744.27	\$ 339,594.27
2038	\$ 100,000.00	\$ 172,900.00	\$ 13,300.00	\$ -	\$ -	\$ 52,779.15	\$ 338,979.15
2039	\$ 105,000.00	\$ 166,400.00	\$ 12,800.00	\$ -	\$ -	\$ 53,834.73	\$ 338,034.73
2040	\$ 115,000.00	\$ 159,575.00	\$ 12,275.00	\$ -	\$ -	\$ 54,911.43	\$ 341,761.43
2041	\$ 120,000.00	\$ 152,100.00	\$ 11,700.00	\$ -	\$ -	\$ 56,009.66	\$ 339,809.66
2042	\$ 130,000.00	\$ 144,300.00	\$ 11,100.00	\$ -	\$ -	\$ 57,129.85	\$ 342,529.85
2043	\$ 135,000.00	\$ 135,850.00	\$ 10,450.00	\$ -	\$ -	\$ 58,272.45	\$ 339,572.45
2044	\$ 145,000.00	\$ 127,075.00	\$ 9,775.00	\$ -	\$ -	\$ 59,437.90	\$ 341,287.90
2045	\$ 155,000.00	\$ 117,650.00	\$ 9,050.00	\$ -	\$ -	\$ 60,626.65	\$ 342,326.65
2046	\$ 165,000.00	\$ 107,575.00	\$ 8,275.00	\$ -	\$ -	\$ 61,839.19	\$ 342,689.19
2047	\$ 175,000.00	\$ 96,850.00	\$ 7,450.00	\$ -	\$ -	\$ 63,075.97	\$ 342,375.97
2048	\$ 185,000.00	\$ 85,475.00	\$ 6,575.00	\$ -	\$ -	\$ 64,337.49	\$ 341,387.49
2049	\$ 200,000.00	\$ 73,450.00	\$ 5,650.00	\$ -	\$ -	\$ 65,624.24	\$ 344,724.24
2050	\$ 210,000.00	\$ 60,450.00	\$ 4,650.00	\$ -	\$ -	\$ 66,936.72	\$ 342,036.72
2051	\$ 225,000.00	\$ 46,800.00	\$ 3,600.00	\$ -	\$ -	\$ 68,275.46	\$ 343,675.46
2052	\$ 240,000.00	\$ 32,175.00	\$ 2,475.00	\$ -	\$ -	\$ 69,640.97	\$ 344,290.97
2053	\$ 255,000.00	\$ 16,575.00	\$ 1,275.00	\$ -	\$ (275,450.00)	\$ 71,033.79	\$ 68,433.79
<b>Total</b>	<b>\$ 3,525,000.00</b>	<b>\$ 4,615,975.00</b>	<b>\$ 355,075.00</b>	<b>\$ (229,125.00)</b>	<b>\$ (275,450.00)</b>	<b>\$ 1,622,723.17</b>	<b>\$ 9,614,198.17</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**EXHIBIT L-1 – IMPROVEMENT AREA C-3 ASSESSMENT ROLL**

		Improvement Area C-3	
Property ID <sup>[a]</sup>	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024
65000101510260200	Improvement Area #C-3 Initial Parcel	\$ 5,435,000.00	\$ 40,000.00
<b>Total</b>		<b>\$ 5,435,000.00</b>	<b>\$ 40,000.00</b>

**Footnotes:**

[a] The entire Improvement Area C-3 Initial Parcel is contained within Property IDs 65000101510260200. For billing purposes, the Annual Installment due 1/31/2024 shall be allocated to the Property IDs pro rata based on acreage.



## EXHIBIT L-2 – IMPROVEMENT AREA C-3 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Reserve Fund <sup>[b]</sup>	Annual Collection Costs	Annual Installment <sup>[c]</sup>
2024	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00
2025	\$ 65,000.00	\$ 353,275.00	\$ -	\$ 40,800.00	\$ 459,075.00
2026	\$ 65,000.00	\$ 349,050.00	\$ -	\$ 41,616.00	\$ 455,666.00
2027	\$ 70,000.00	\$ 344,825.00	\$ -	\$ 42,448.32	\$ 457,273.32
2028	\$ 75,000.00	\$ 340,275.00	\$ -	\$ 43,297.29	\$ 458,572.29
2029	\$ 80,000.00	\$ 335,400.00	\$ -	\$ 44,163.23	\$ 459,563.23
2030	\$ 85,000.00	\$ 330,200.00	\$ -	\$ 45,046.50	\$ 460,246.50
2031	\$ 90,000.00	\$ 324,675.00	\$ -	\$ 45,947.43	\$ 460,622.43
2032	\$ 100,000.00	\$ 318,825.00	\$ -	\$ 46,866.38	\$ 465,691.38
2033	\$ 105,000.00	\$ 312,325.00	\$ -	\$ 47,803.70	\$ 465,128.70
2034	\$ 110,000.00	\$ 305,500.00	\$ -	\$ 48,759.78	\$ 464,259.78
2035	\$ 120,000.00	\$ 298,350.00	\$ -	\$ 49,734.97	\$ 468,084.97
2036	\$ 125,000.00	\$ 290,550.00	\$ -	\$ 50,729.67	\$ 466,279.67
2037	\$ 135,000.00	\$ 282,425.00	\$ -	\$ 51,744.27	\$ 469,169.27
2038	\$ 145,000.00	\$ 273,650.00	\$ -	\$ 52,779.15	\$ 471,429.15
2039	\$ 150,000.00	\$ 264,225.00	\$ -	\$ 53,834.73	\$ 468,059.73
2040	\$ 160,000.00	\$ 254,475.00	\$ -	\$ 54,911.43	\$ 469,386.43
2041	\$ 175,000.00	\$ 244,075.00	\$ -	\$ 56,009.66	\$ 475,084.66
2042	\$ 185,000.00	\$ 232,700.00	\$ -	\$ 57,129.85	\$ 474,829.85
2043	\$ 195,000.00	\$ 220,675.00	\$ -	\$ 58,272.45	\$ 473,947.45
2044	\$ 210,000.00	\$ 208,000.00	\$ -	\$ 59,437.90	\$ 477,437.90
2045	\$ 220,000.00	\$ 194,350.00	\$ -	\$ 60,626.65	\$ 474,976.65
2046	\$ 235,000.00	\$ 180,050.00	\$ -	\$ 61,839.19	\$ 476,889.19
2047	\$ 250,000.00	\$ 164,775.00	\$ -	\$ 63,075.97	\$ 477,850.97
2048	\$ 270,000.00	\$ 148,525.00	\$ -	\$ 64,337.49	\$ 482,862.49
2049	\$ 285,000.00	\$ 130,975.00	\$ -	\$ 65,624.24	\$ 481,599.24
2050	\$ 305,000.00	\$ 112,450.00	\$ -	\$ 66,936.72	\$ 484,386.72
2051	\$ 325,000.00	\$ 92,625.00	\$ -	\$ 68,275.46	\$ 485,900.46
2052	\$ 345,000.00	\$ 71,500.00	\$ -	\$ 69,640.97	\$ 486,140.97
2053	\$ 365,000.00	\$ 49,075.00	\$ -	\$ 71,033.79	\$ 485,108.79
2054	\$ 390,000.00	\$ 25,350.00	\$ (419,075.00)	\$ 72,454.46	\$ 68,729.46
<b>Total</b>	<b>\$ 5,435,000.00</b>	<b>\$ 7,053,150.00</b>	<b>\$ (419,075.00)</b>	<b>\$ 1,695,177.63</b>	<b>\$ 13,764,252.63</b>

**Footnotes:**

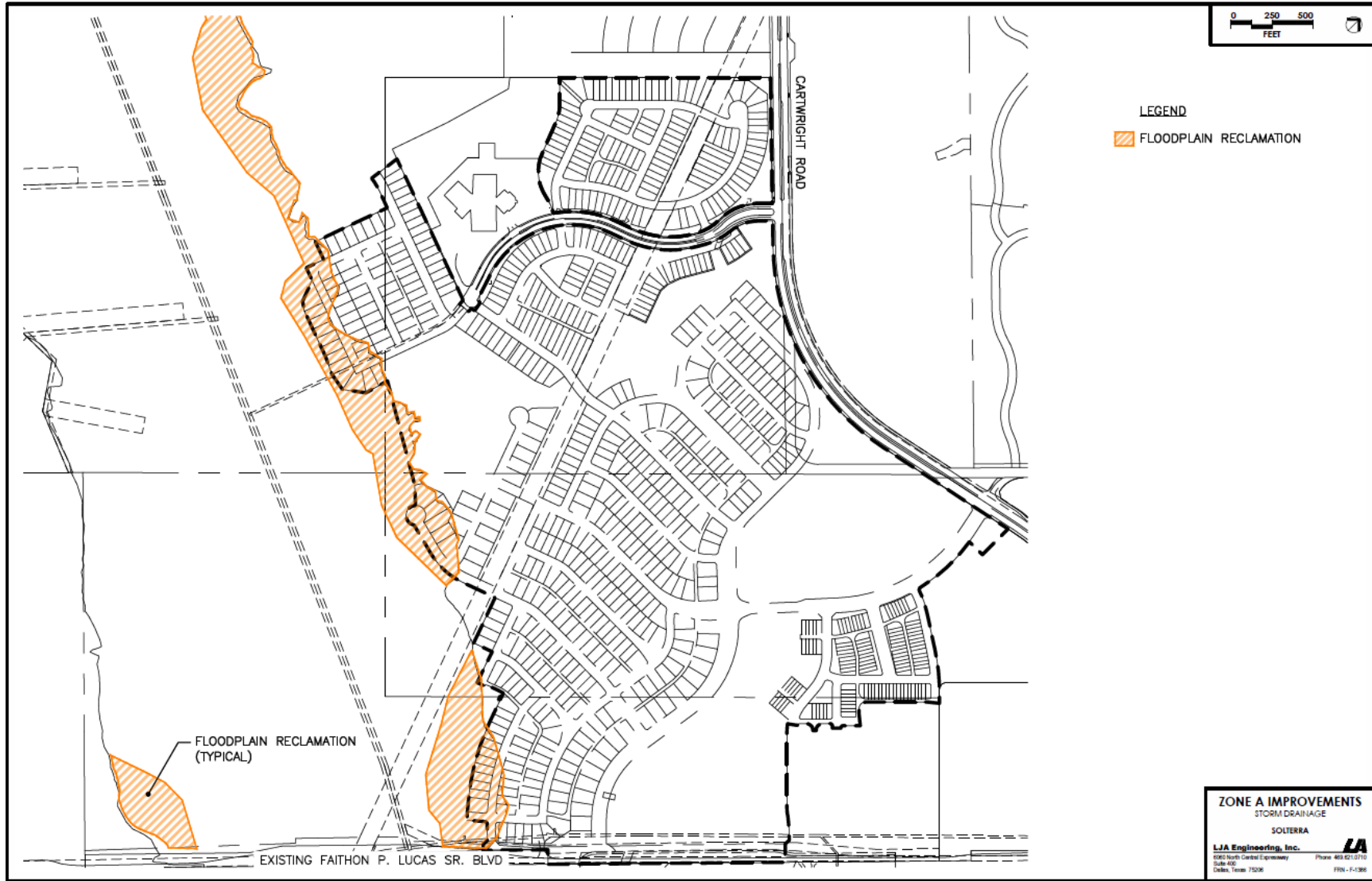
[a] Interest on the Improvement Area C-3 Reimbursement Obligation is calculated at a 6.50% rate for illustrative purposes.

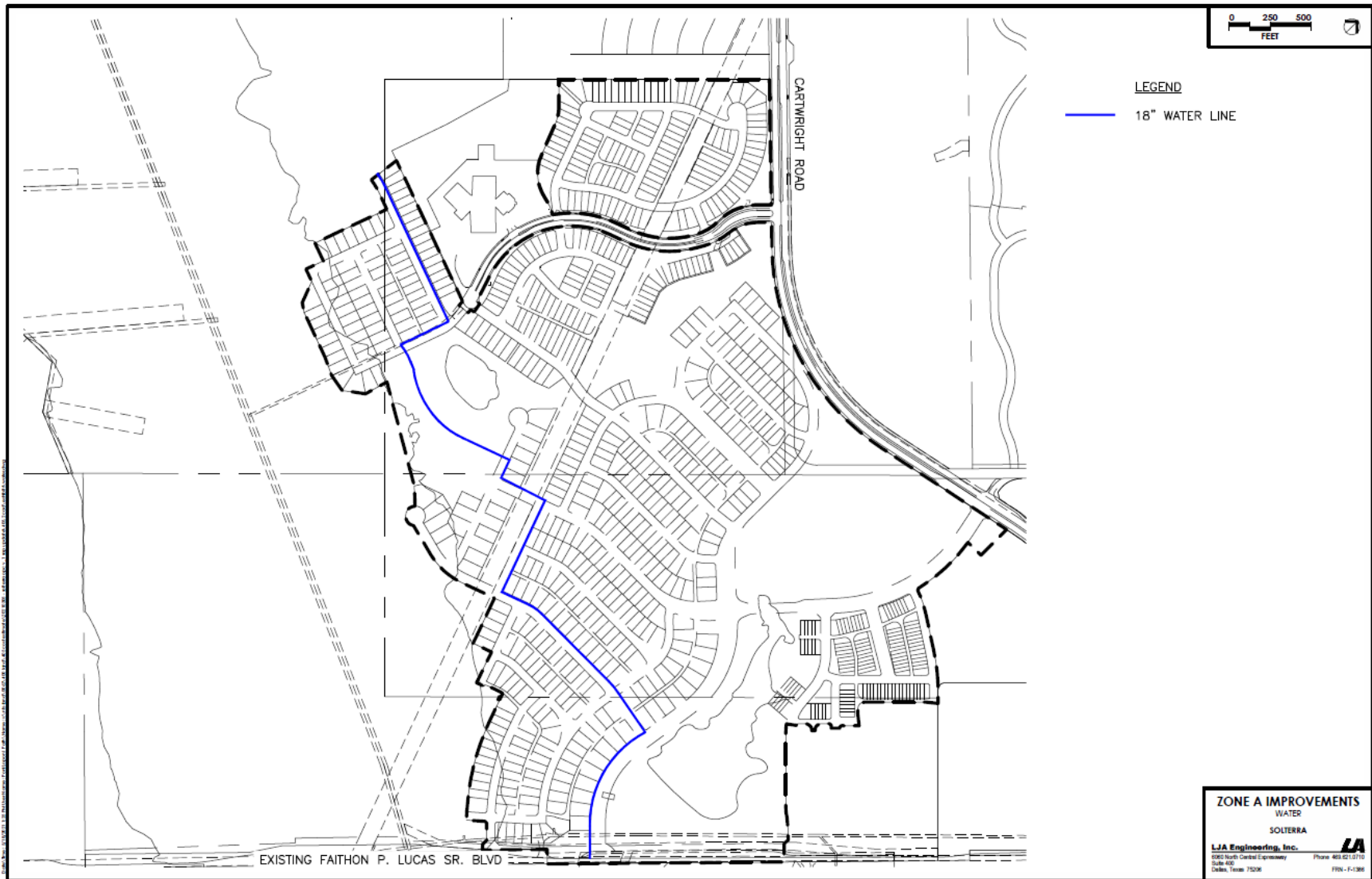
[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

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

**EXHIBIT M-1 – MAPS OF IMPROVEMENT ZONE A IMPROVEMENTS**

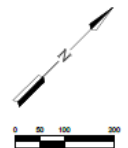
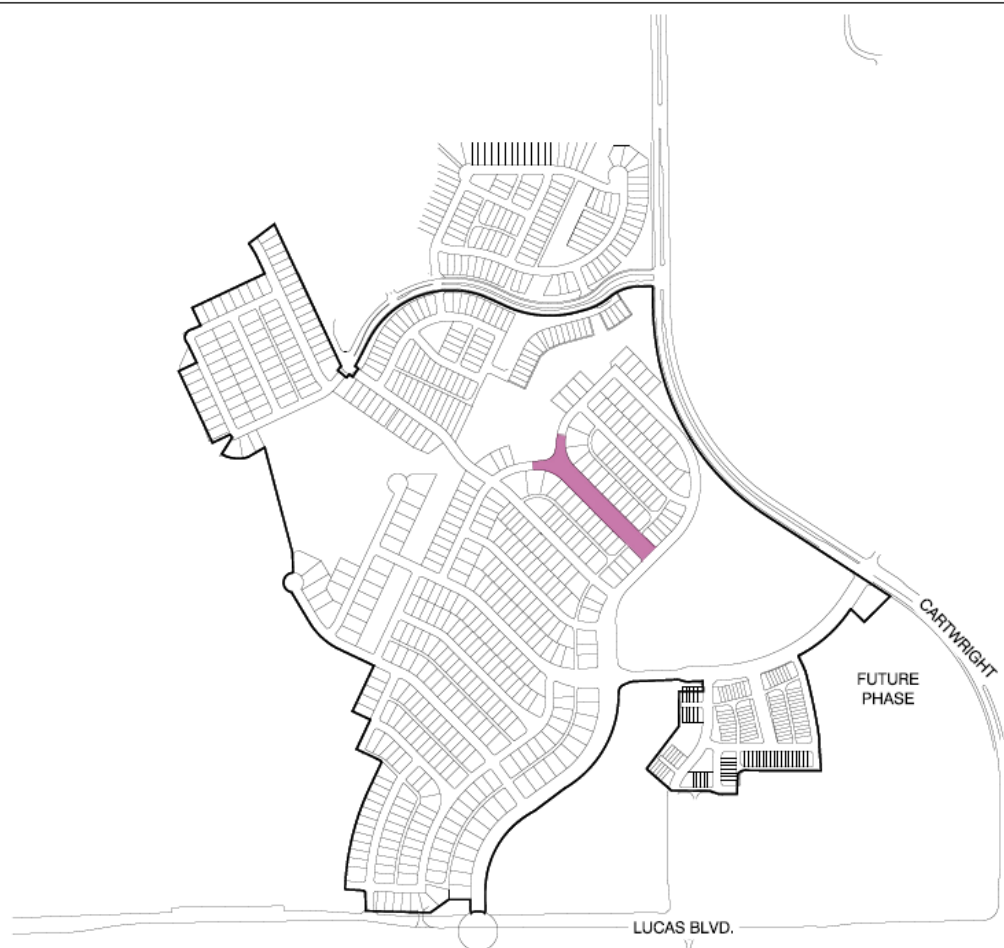






SOLTERRA PHASE 1

SHEET 27



**LEGEND**

PROMENADE IMPROVEMENT (ZONE A)

**DEVELOPER:**

HC, SOLTERRA, LLC  
 6200 DOUGLAS AVENUE, SUITE 300  
 DALLAS, TEXAS 75225  
 PHONE: (214)-750-1800

**ENGINEER:**

LJA ENGINEERING, INC.  
 6060 NORTH CENTRAL EXPRESSWAY  
 SUITE 400  
 DALLAS, TX 75206  
 PHONE: (469)-621-0710  
 TEXAS REGISTRATION F-1386

**LANDSCAPE ARCHITECT:**

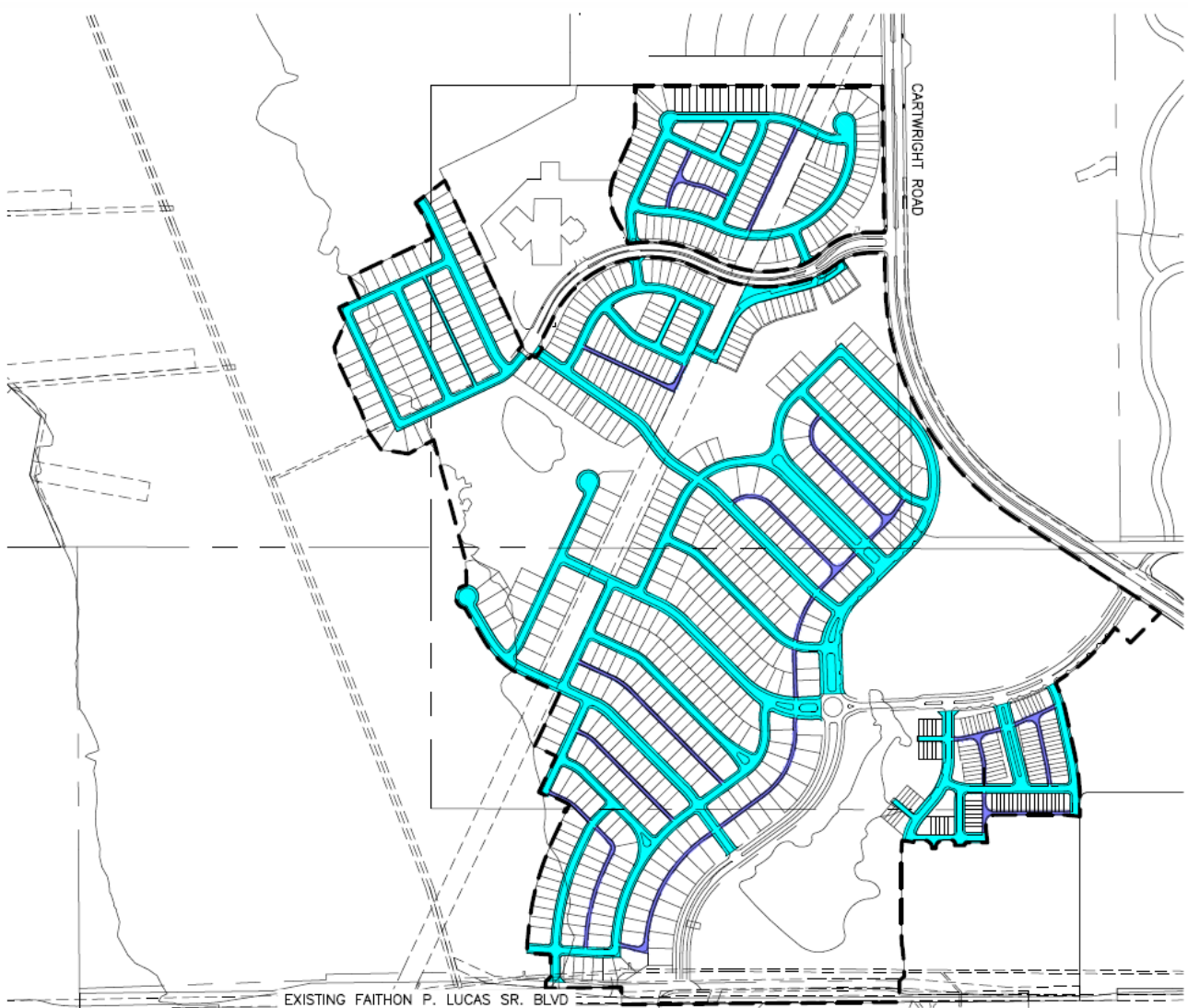
LJA LANDSCAPE ARCHITECTURE  
 2150 SOUTH CENTRAL EXPRESSWAY  
 SUITE 300  
 MCKINNEY, TX 75070  
 PHONE: (214)-620-2800



CASE NO. SP0221-0195 | ZC/PP-XX-XXX

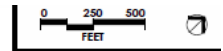
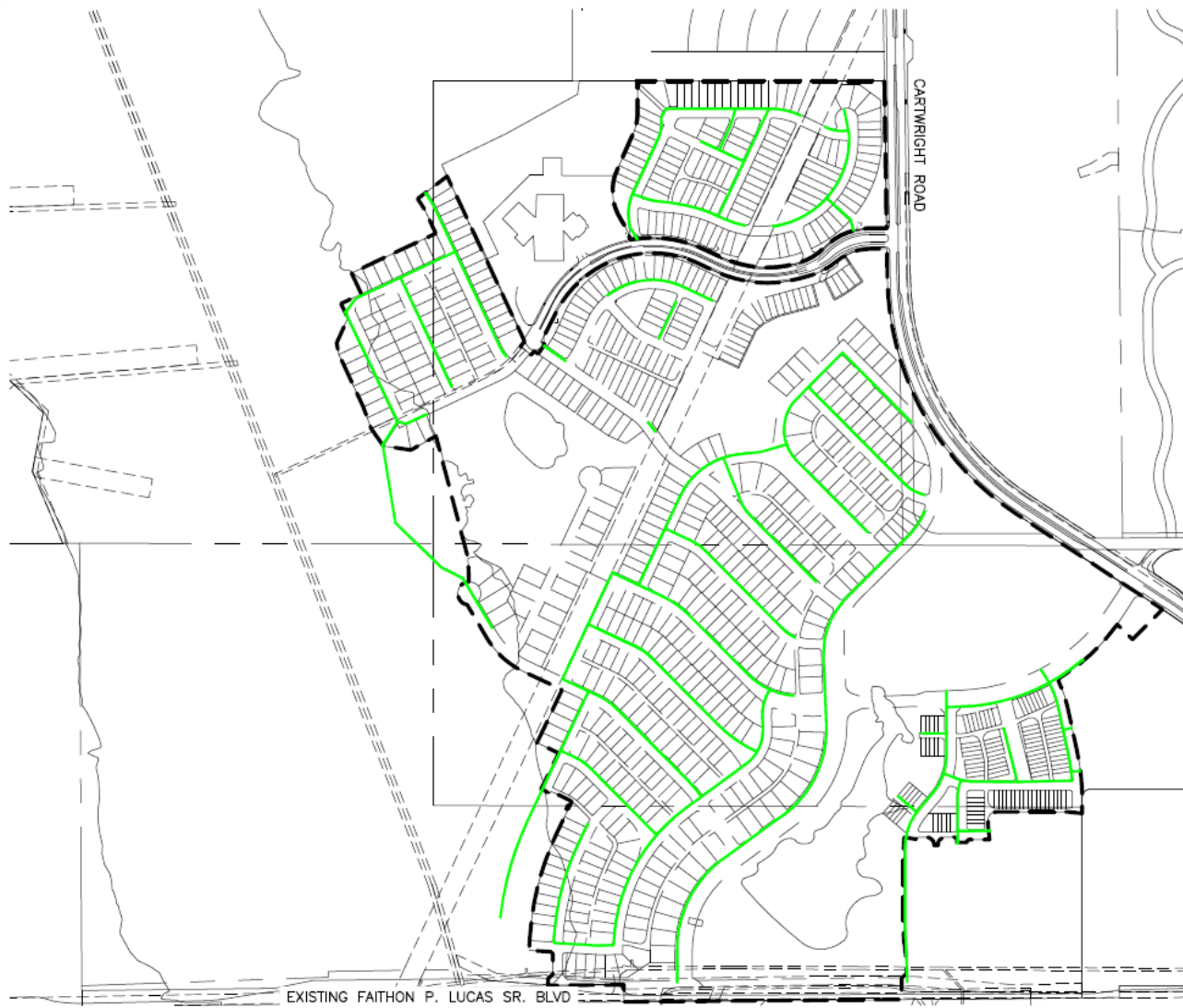
785 LOTS 32 OPEN SPACES 250.21 ACRES OUT OF THE LANDERSON SURVEY, ABSTRACT NO. 1 LANDSCAPE, PARKS & OPEN SPACE -ZONE A IMPROVEMENTS FOR SOLTERRA CITY OF MESQUITE, DALLAS COUNTY, TEXAS SUBMITTAL DATE 05-12-2021
SCALE: MAPSCO: XXXXXXXXX PROJECT NO. NTS20-0062

## EXHIBIT M-2– MAPS OF IMPROVEMENT AREA A-1 IMPROVEMENTS



- LEGEND**
- STREET/MEWS PAVING
  - ALLEY PAVING

**AREA A-1 IMPROVEMENTS**  
STREET  
SOLTERRA  
LJA Engineering, Inc.  
5060 North Central Expressway  
Suite 402  
Phone 408.821.5710

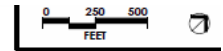
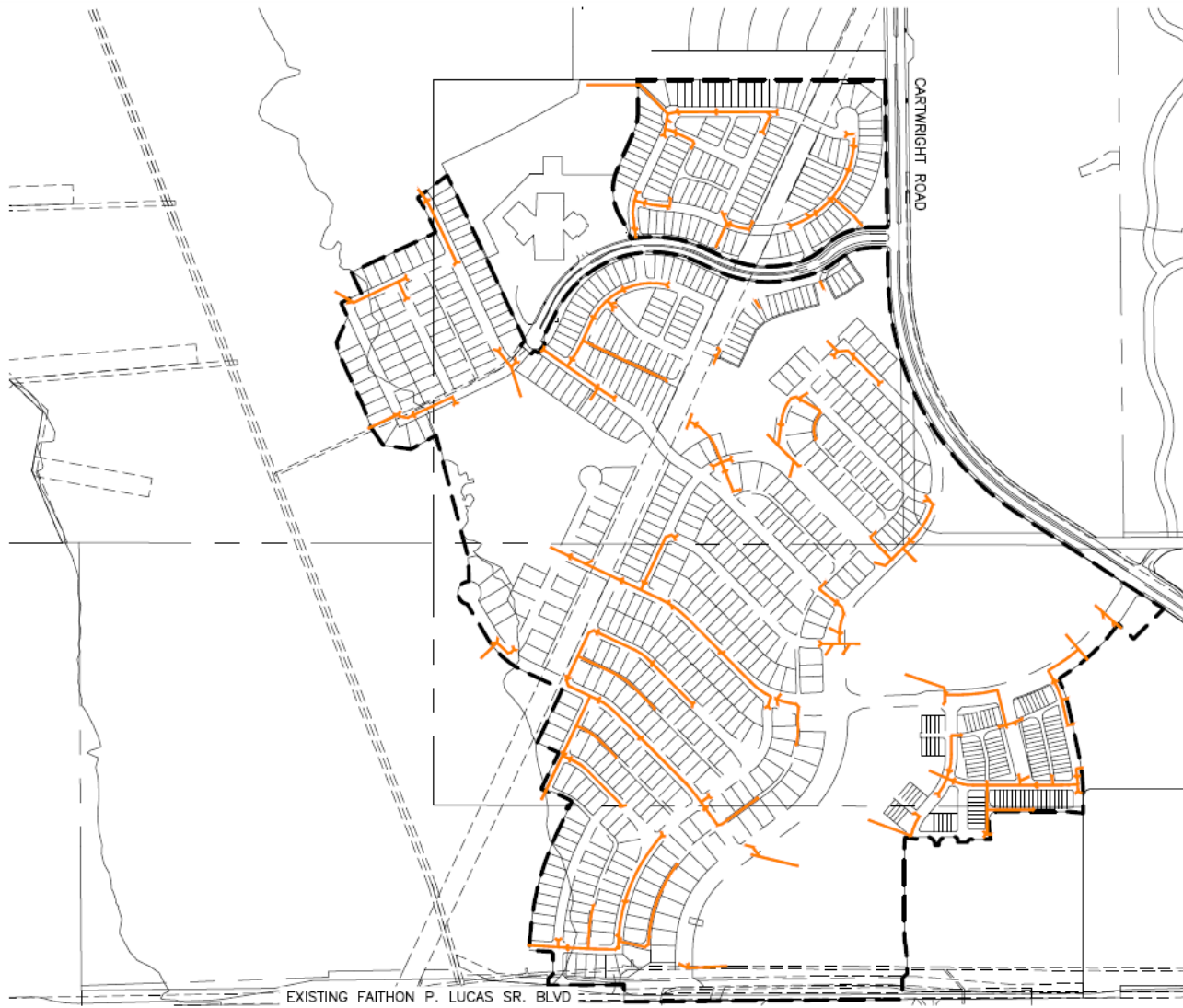


LEGEND  
— SOLTERRA SANITARY SEWER SYSTEM

**AREA A-1 IMPROVEMENTS**  
SANITARY SEWER  
SOLTERRA

**LJA Engineering, Inc.**  
6060 North Central Expressway  
Suite 400  
Dallas, Texas 75206

Phone 469-621-0710  
FAX - F-1386



**LEGEND**

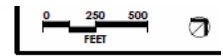
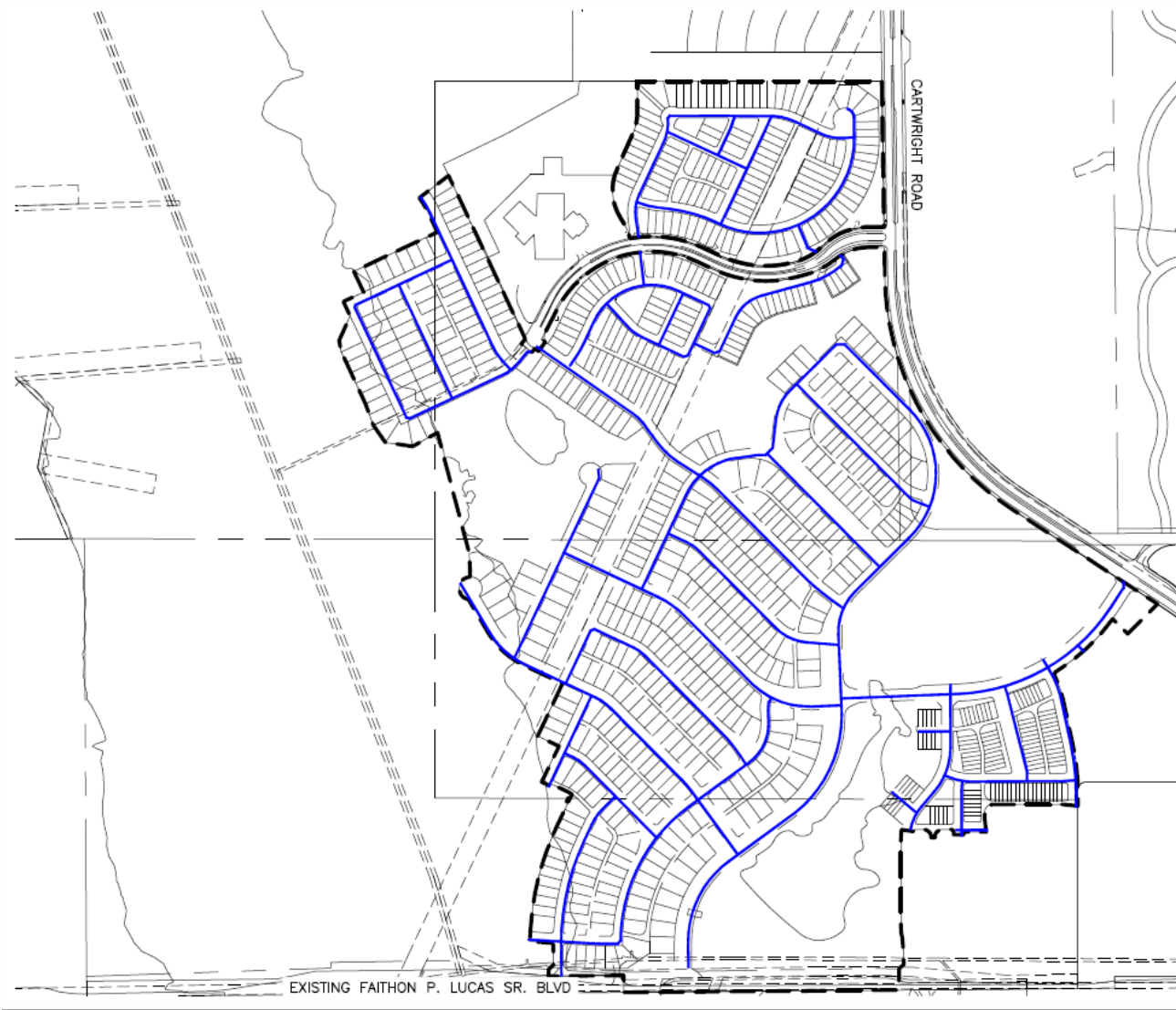
— SOLTERRA STORM SYSTEM

**AREA A-1 IMPROVEMENTS**  
STORM DRAINAGE  
SOLTERRA

**LJA Engineering, Inc.**  
6940 North Central Expressway  
Suite 400  
Dallas, Texas 75208

Phone 469.621.0710  
FAX 469.621.1386





**LEGEND**

— SOLTERRA WATER SYSTEM

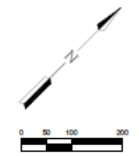
**AREA A-1 IMPROVEMENTS**  
WATER  
SOLTERRA

**LJA Engineering, Inc.**  
6060 North Central Expressway  
Dallas, Texas 75206  
Phone 469.521.5710  
FAX 469.521.5710



**LEGEND**

- 6' SIDEWALK (PHASE 1)
- 6' SIDEWALK (PHASE 1)



**DEVELOPER:**

HC, SOLTERRA, LLC  
 8200 DOUGLAS AVENUE, SUITE 300  
 DALLAS, TEXAS 75225  
 PHONE: (214) 750-1800

**ENGINEER:**

LJA ENGINEERING, INC.  
 6060 NORTH CENTRAL EXPRESSWAY  
 SUITE 400  
 DALLAS, TX 75206  
 PHONE: (469) 621-0710  
 TEXAS REGISTRATION F-1386

**LANDSCAPE ARCHITECT:**

LJA LANDSCAPE ARCHITECTURE  
 2150 SOUTH CENTRAL EXPRESSWAY  
 SUITE 380  
 MCKINNEY, TX 75070  
 PHONE: (214) 620-2800



CASE NO. SP0221-0195 2C/PP-XX-XXX

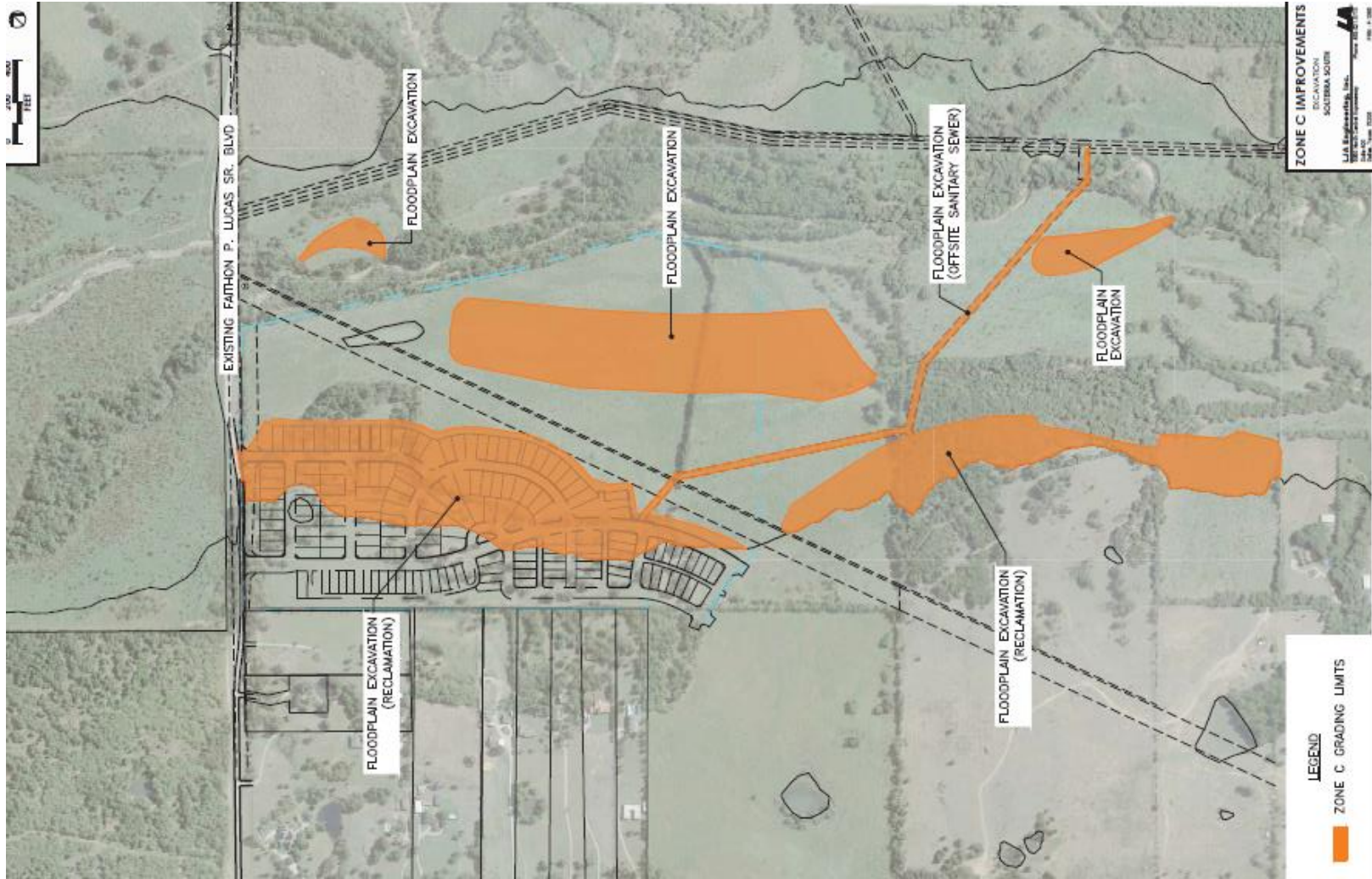
785 LOTS  
 32 OPEN SPACES  
 250.21 ACRES  
 OUT OF THE  
 J. LANIERSON SURVEY, ABSTRACT NO. 1

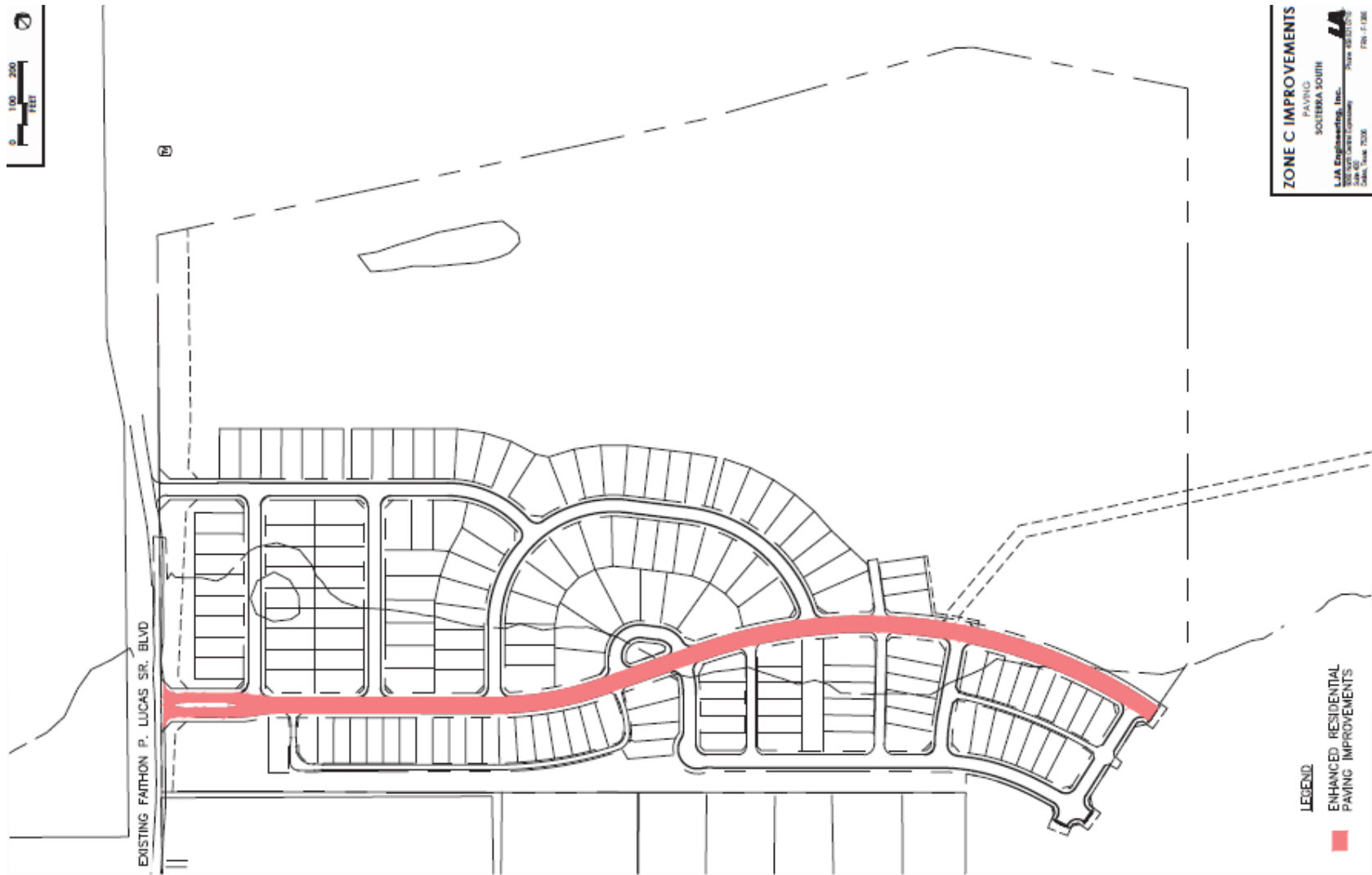
LANDSCAPE, PARKS & OPEN SPACE  
 AREA A-1 IMPROVEMENTS  
 FOR  
**SOLTERRA**  
 CITY OF MESQUITE,  
 DALLAS COUNTY, TEXAS

SUBMITTAL DATE 05-12-2021

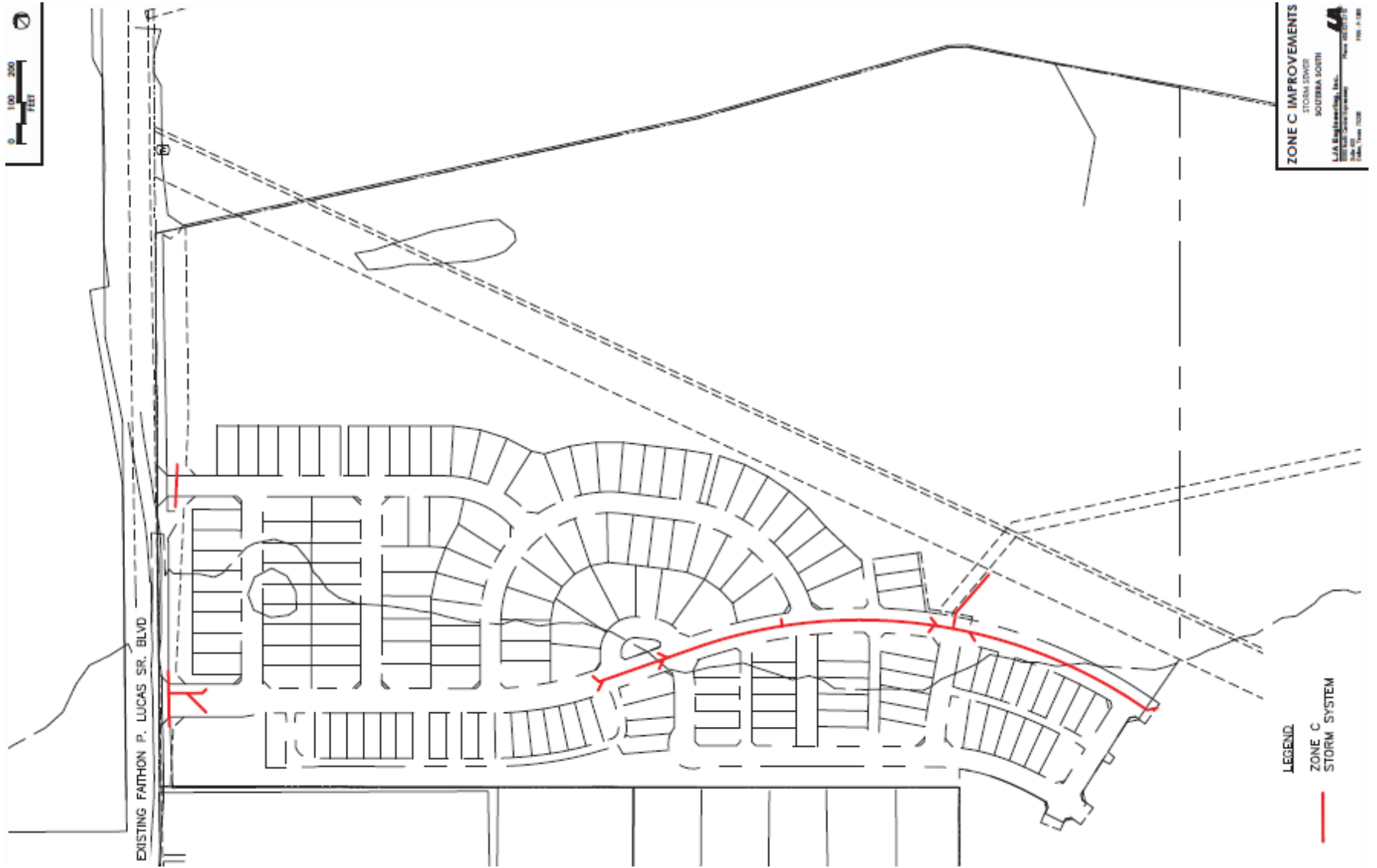
SCALE: MAPSCO: XXXXXXXXX

### EXHIBIT M-3 – MAPS OF IMPROVEMENT ZONE C IMPROVEMENTS









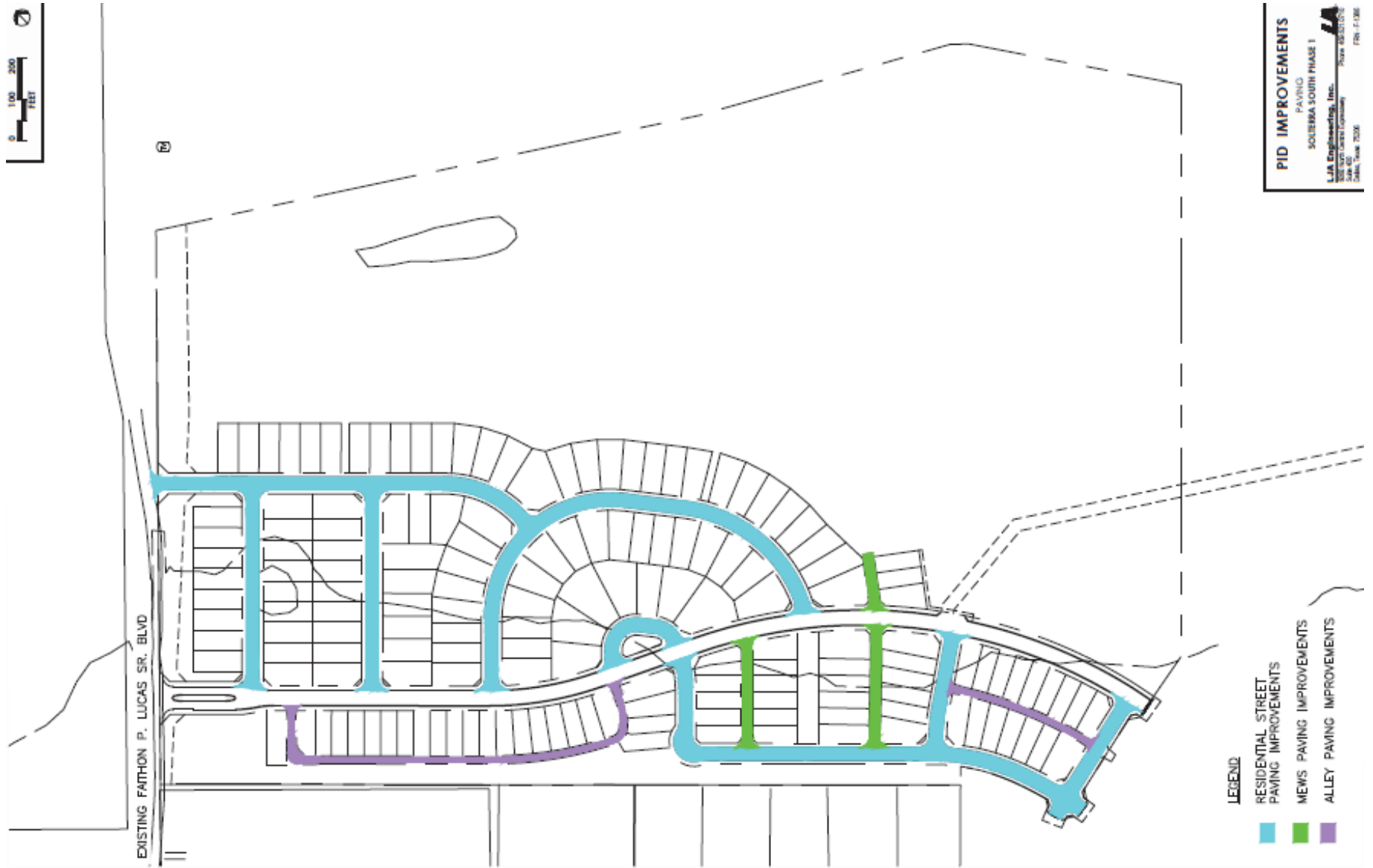
**ZONE C IMPROVEMENTS**  
ZONING SERVICE  
SOUTHERN JOHN  
LJA Engineering, Inc.  
1000 W. 10th Street  
Tulsa, Texas 74106  
Phone: (918) 437-1111  
Fax: (918) 437-1112



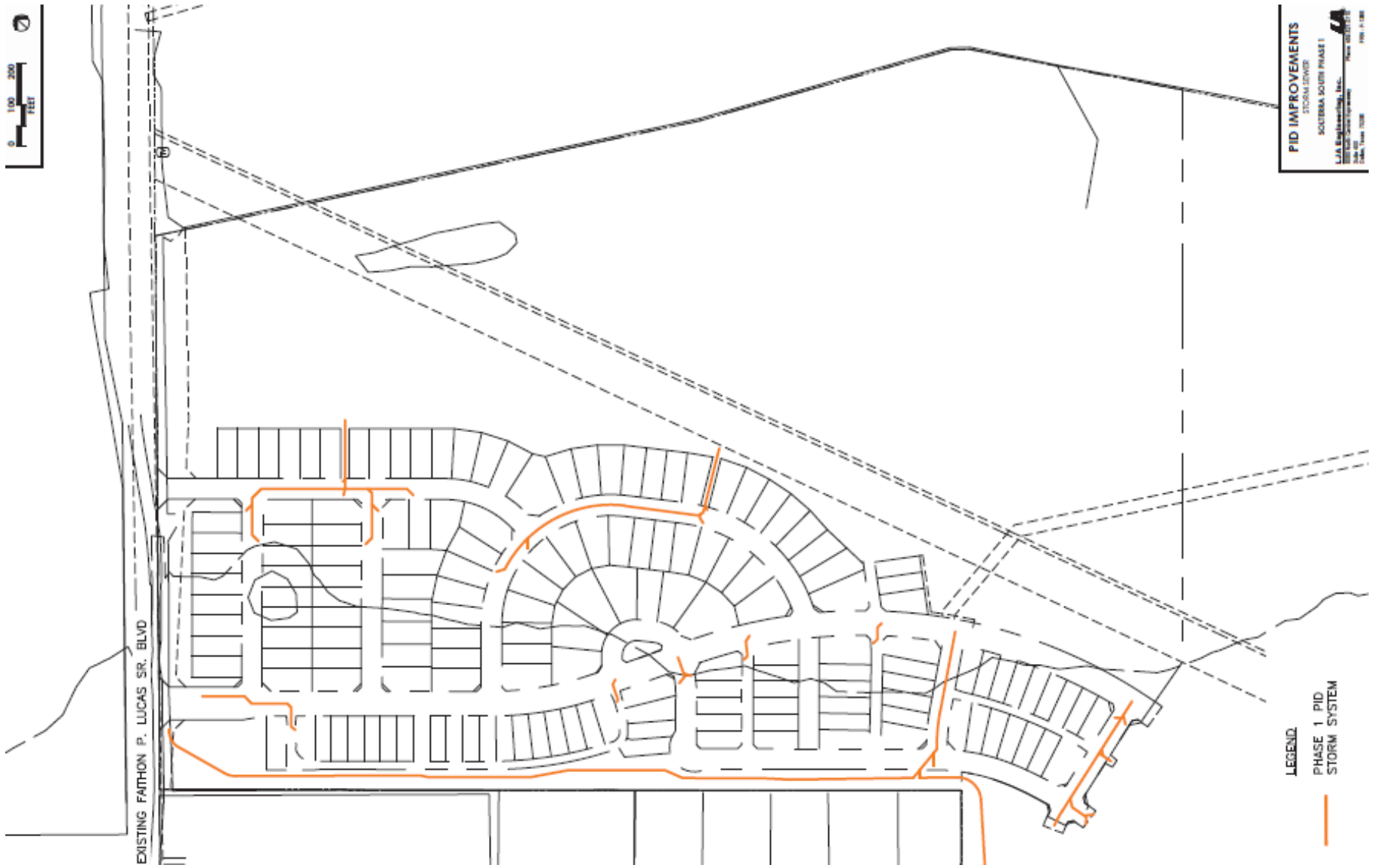
## EXHIBIT M-4 – MAPS OF IMPROVEMENT AREA C-1 IMPROVEMENTS

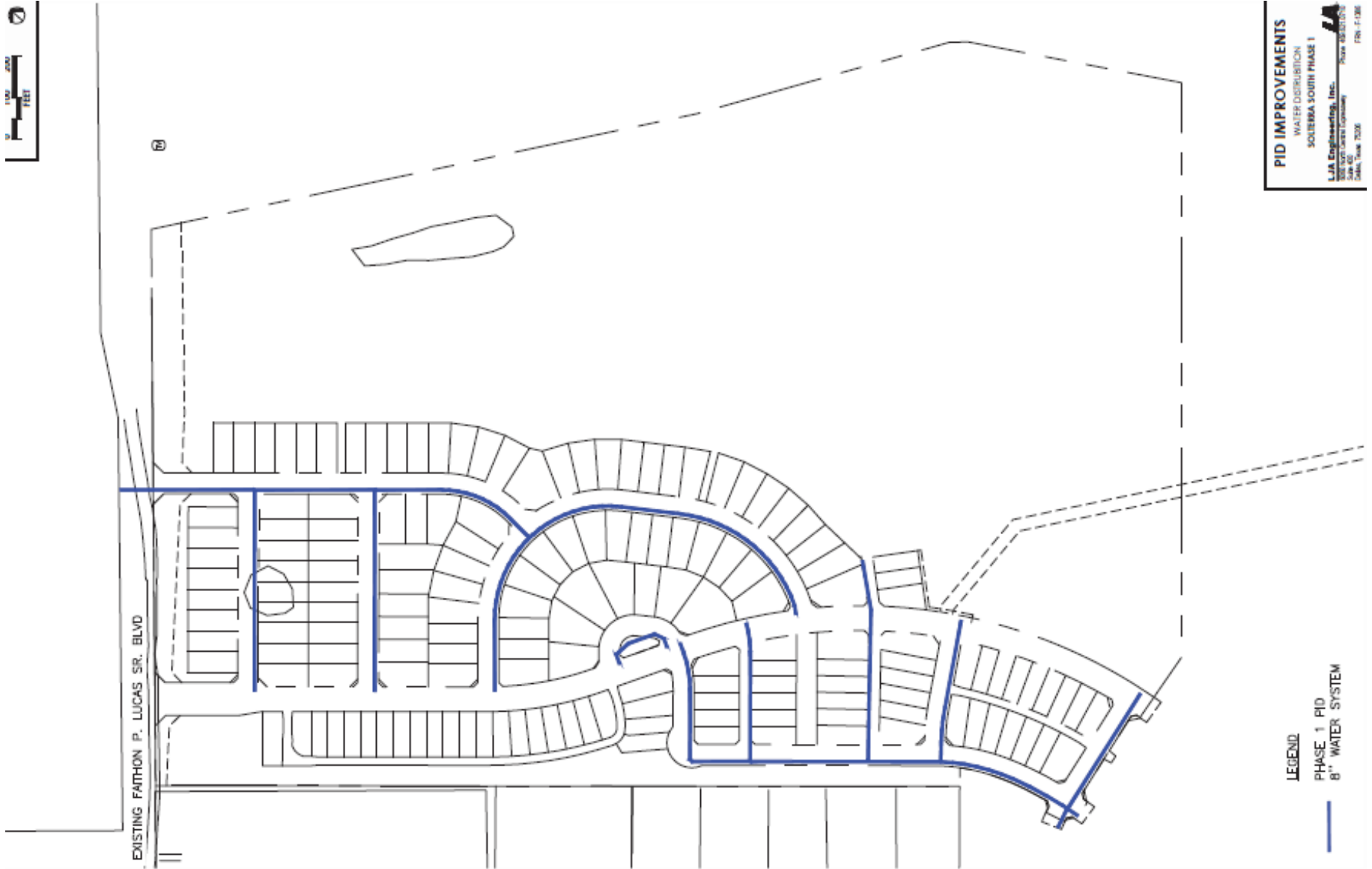




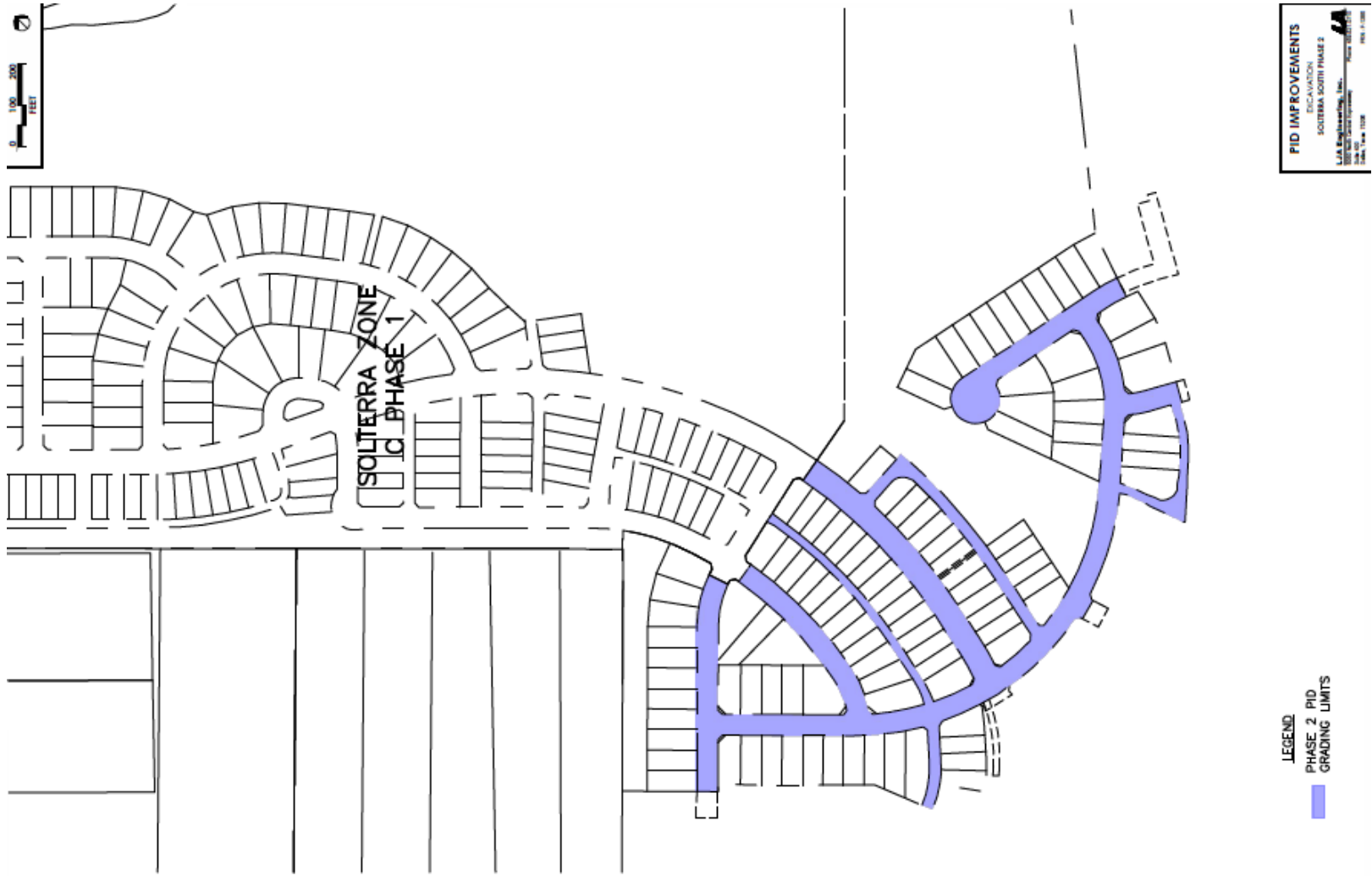


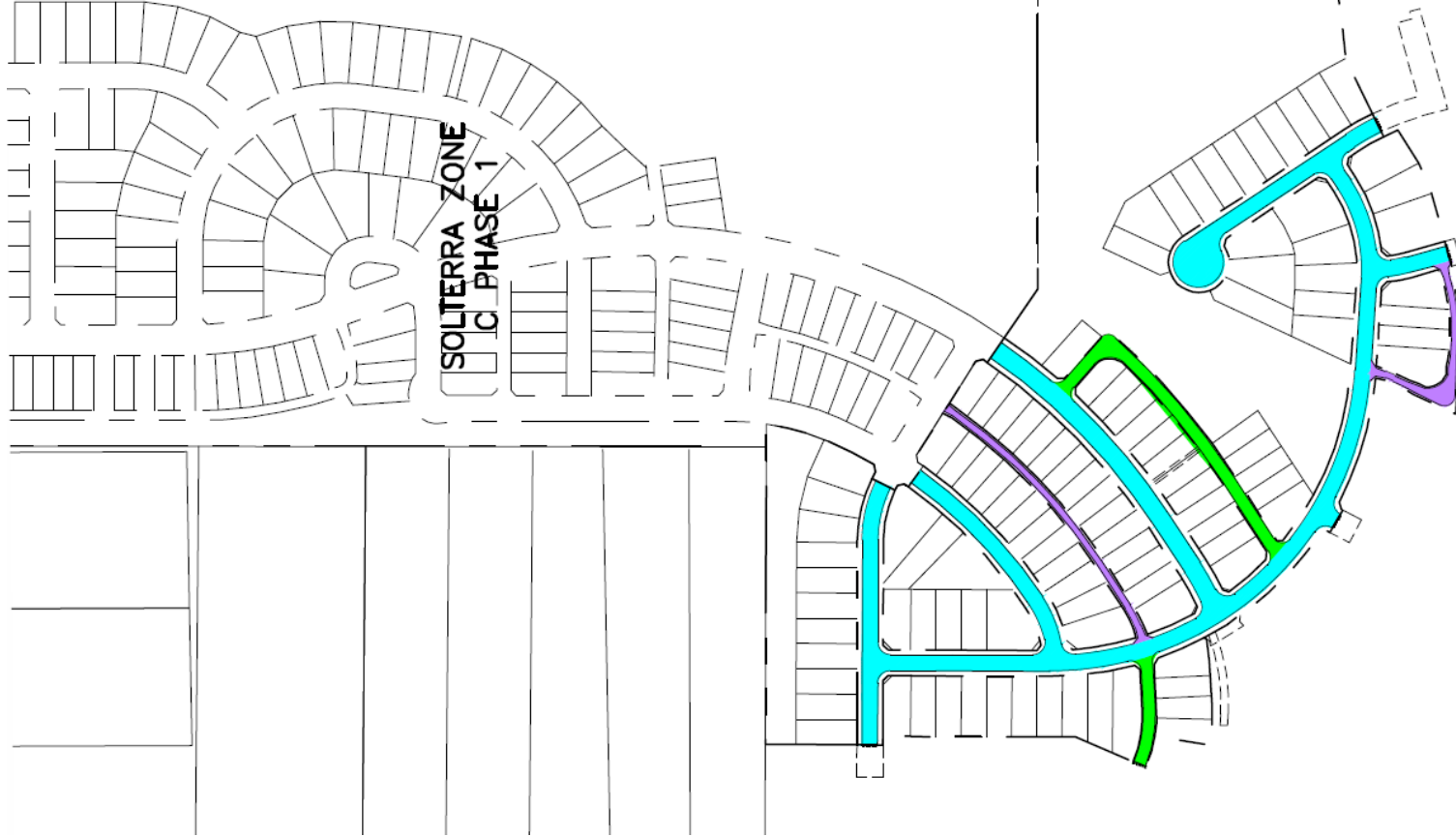






**EXHIBIT M-5 – MAPS OF IMPROVEMENT AREA C-2 IMPROVEMENTS**

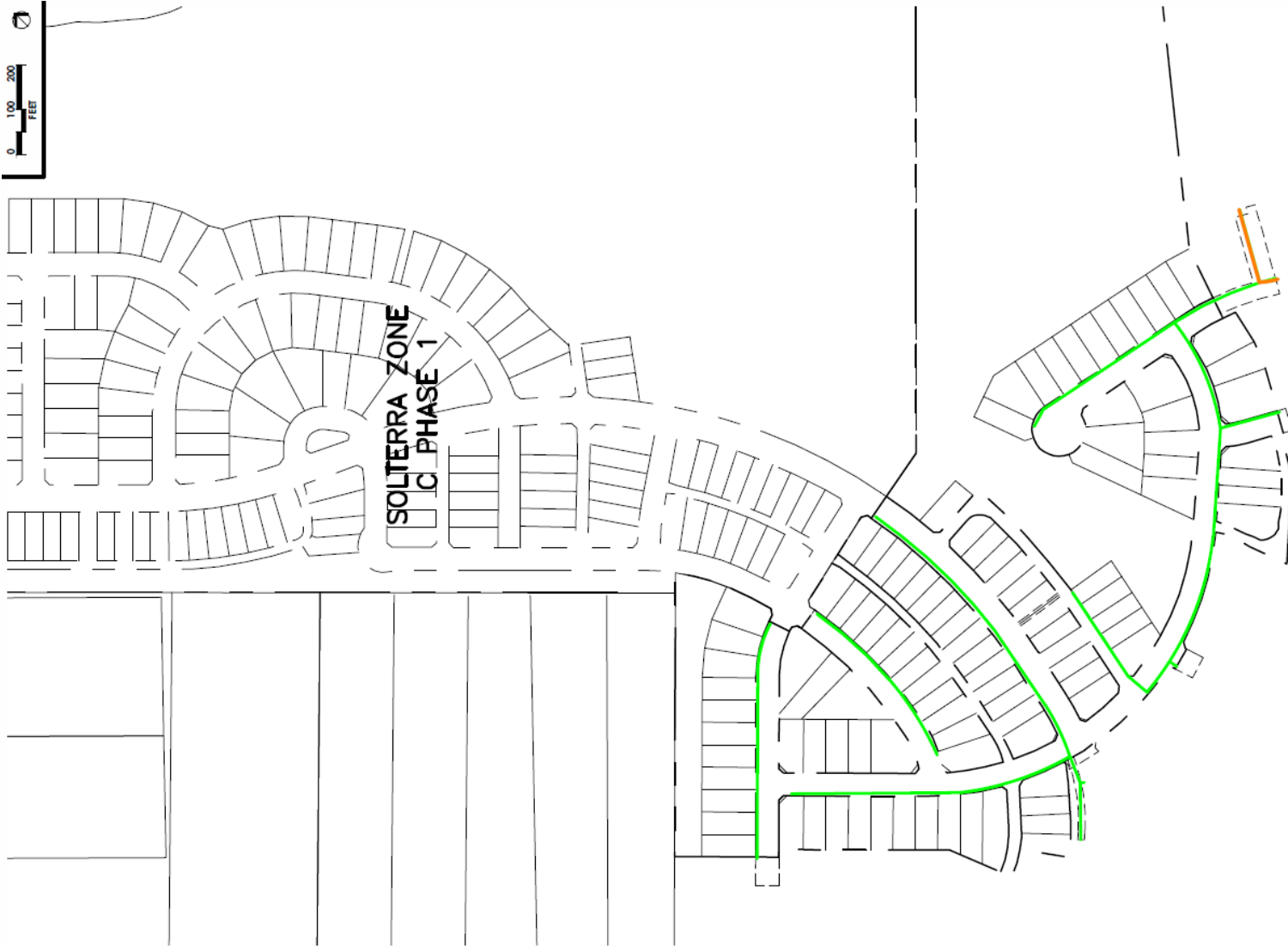




- LEGEND**
- RESIDENTIAL STREET PAVING IMPROVEMENTS
  - MEWS PAVING IMPROVEMENTS
  - ALLEY PAVING IMPROVEMENTS

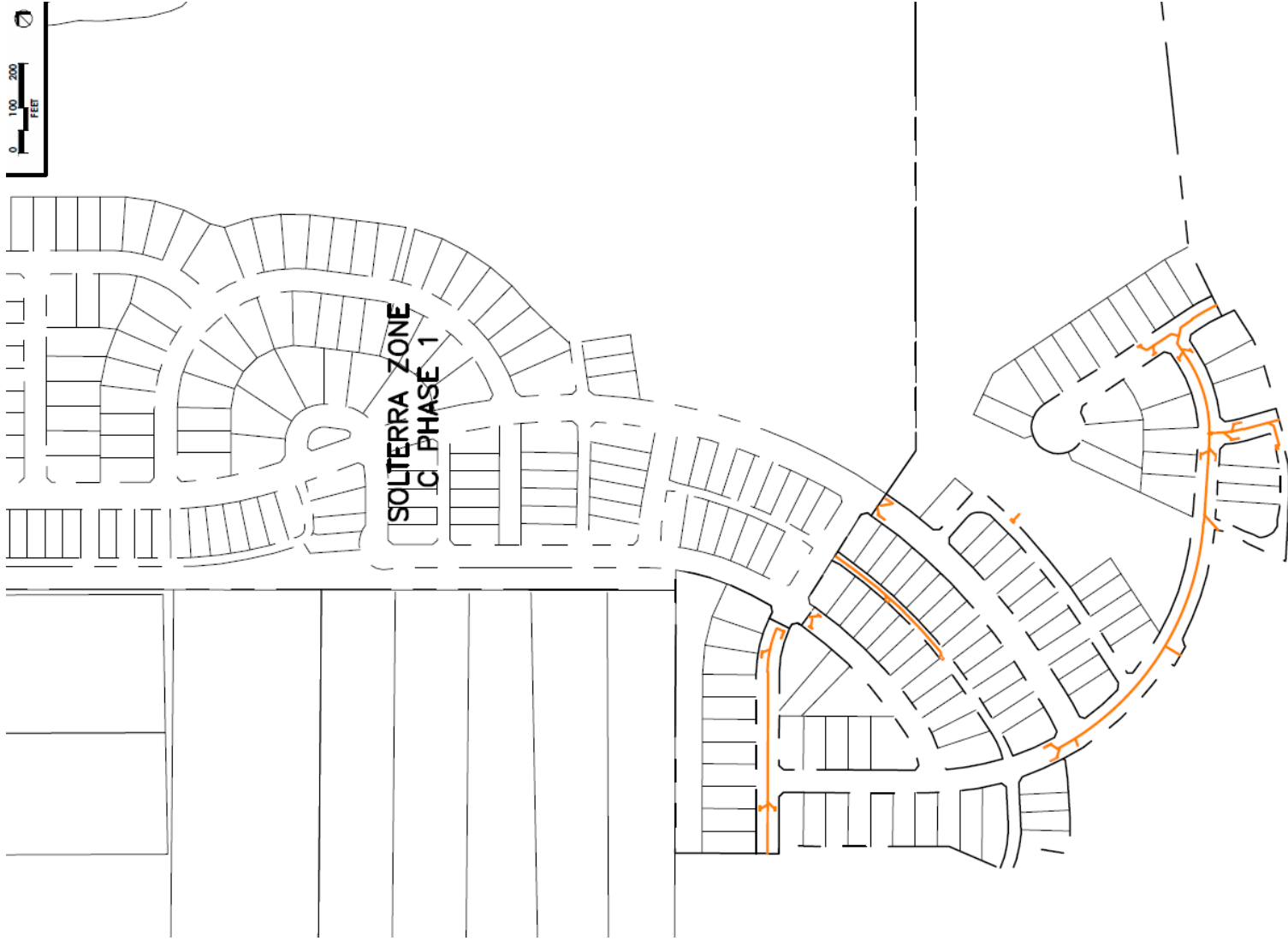
**PID IMPROVEMENTS**  
PAVING  
SOLTERRA SOUTH PHASE 2

**LJA Engineering, Inc.**  
1000 West Central Expressway, Suite 1000, Livermore, CA 94550  
Phone: 480.427.0710  
Fax: 925.436.7506



- LEGEND**
- PHASE 2 PID  
12" SEWER SYSTEM
  - PHASE 2 PID  
8" SEWER SYSTEM

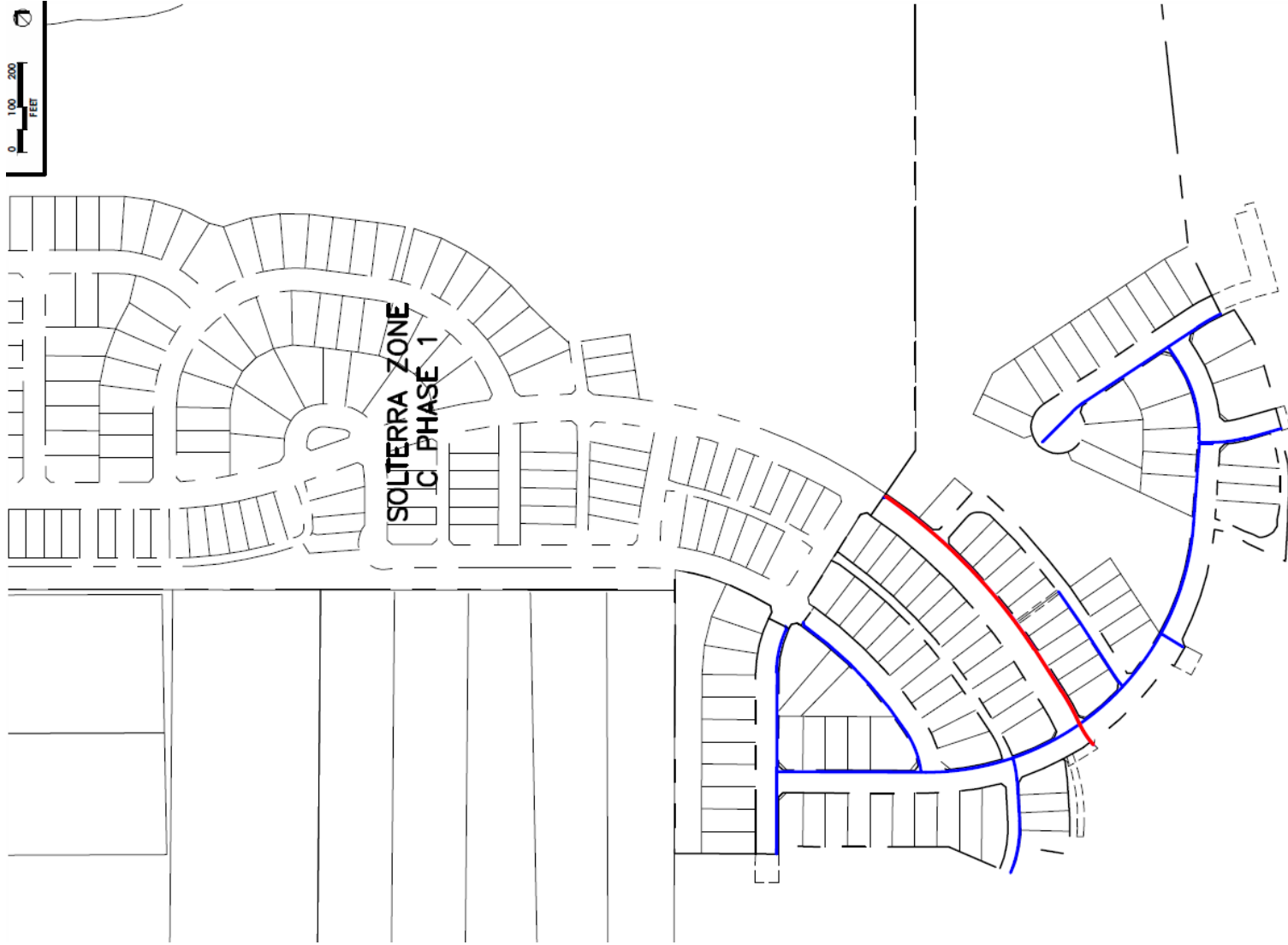
**PID IMPROVEMENTS**  
SANDARY SEWER  
SOLTERRA SOUTH PHASE 2  
LJA Engineering, Inc.  
1000 West Central Expressway  
Orange, CA 92668  
Phone: (714) 962-1676  
Fax: (714) 962-1676



**LEGEND**  
PHASE 2 PID  
STORM SYSTEM

**PID IMPROVEMENTS**  
STORM SYSTEM  
SOLTERRA SOUTH PHASE 2  
LJA Engineering, Inc.  
6500 North Central Expressway  
Orange, CA 92668  
Phone: 714.962.6170  
Fax: 714.962.6171  
P/N: J-1-206

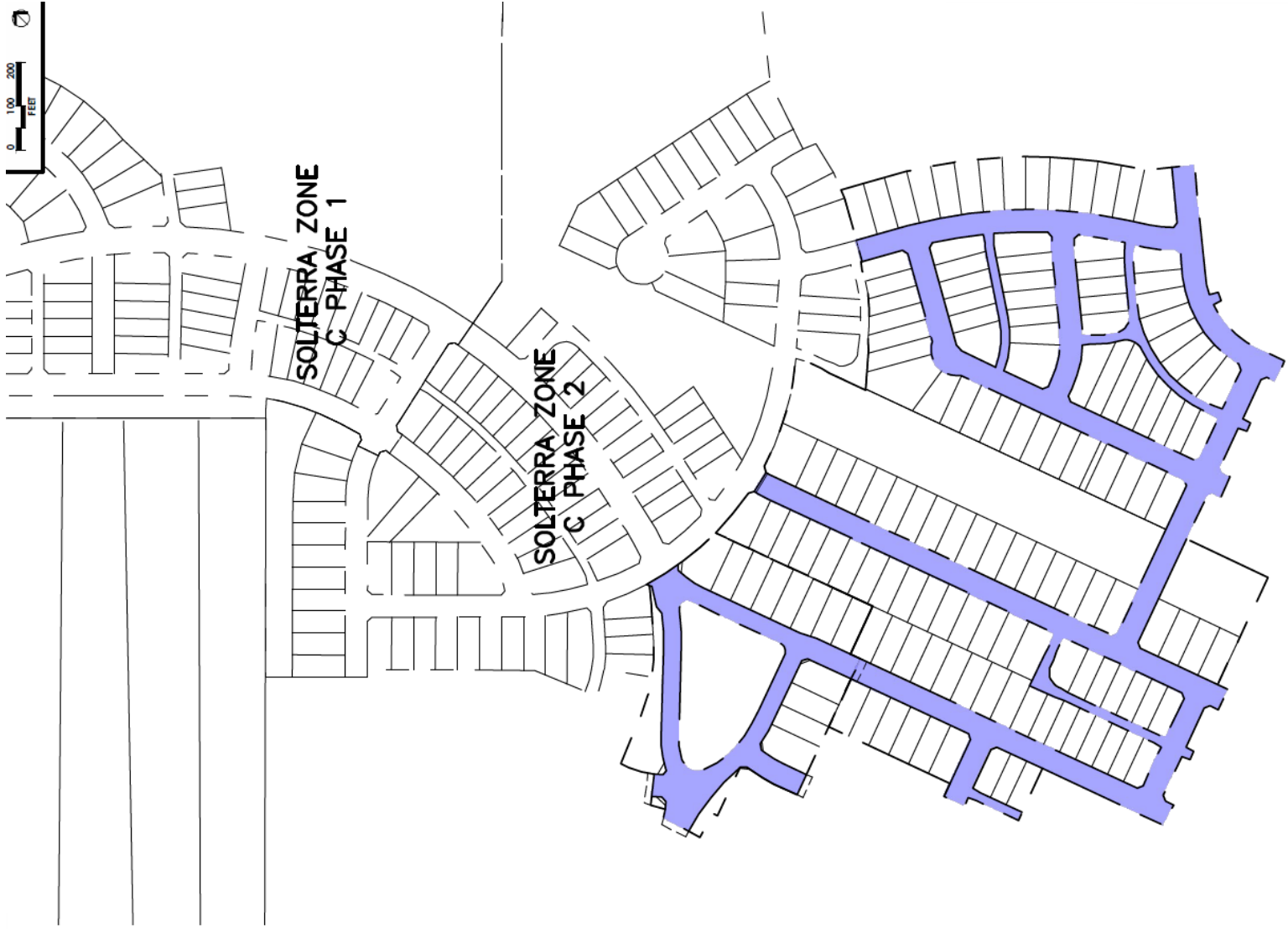




- LEGEND**
- PHASE 2 PID  
12" WATER SYSTEM
  - PHASE 2 PID  
8" WATER SYSTEM

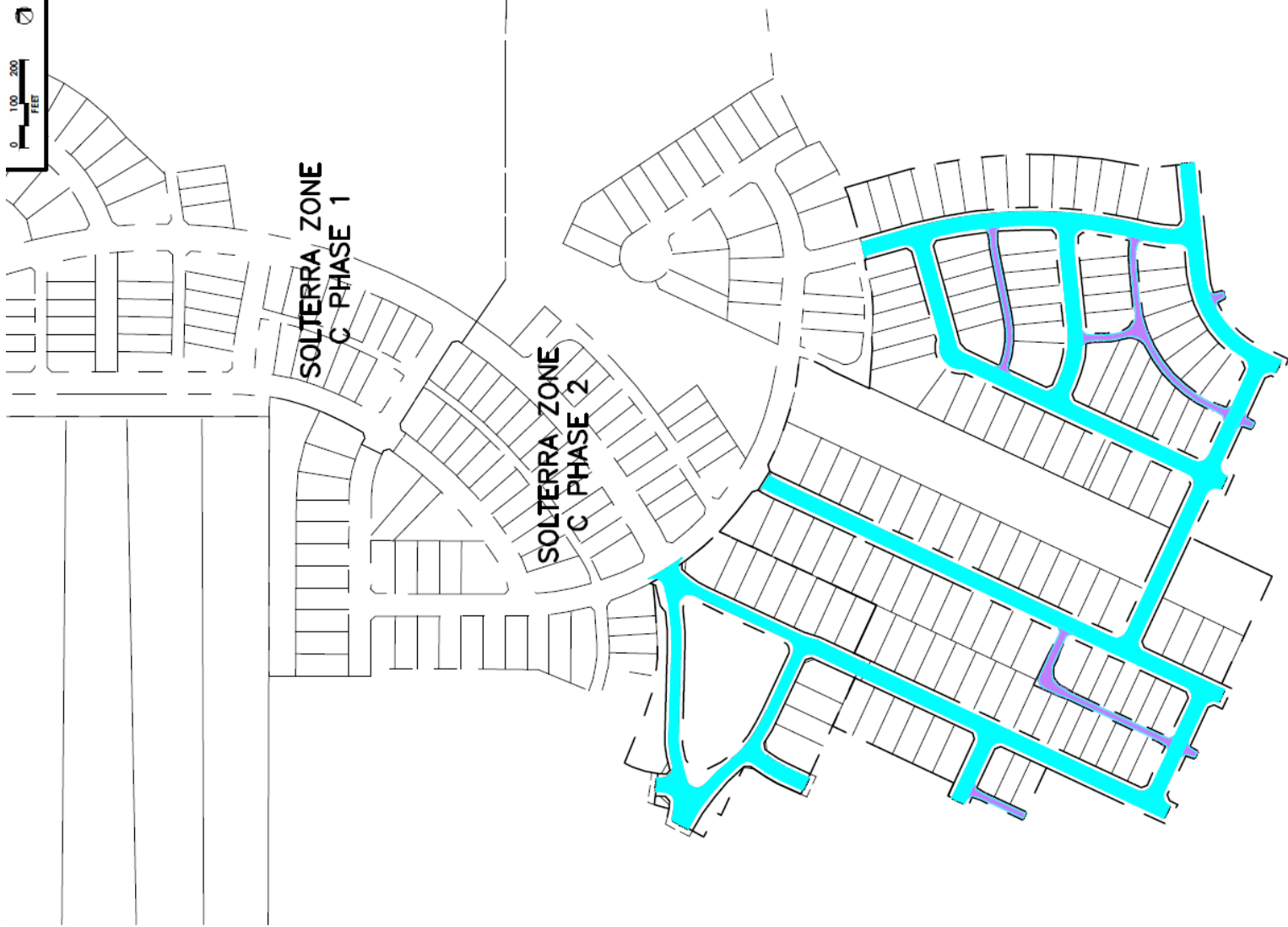
**PID IMPROVEMENTS**  
WATER  
SOLTERRA SOUTH PHASE 2  
LJA Engineering, Inc.  
Civil and Geotechnical Engineering  
1000 West Central Expressway  
Orange, CA 92668  
Phone: 714.773.9200  
Fax: 714.773.9206

### EXHIBIT M-6 – MAPS OF IMPROVEMENT AREA C-3 IMPROVEMENTS



LEGEND  
PHASE 3 PID  
GRADING LIMITS

**PID IMPROVEMENTS**  
EXCAVATION  
SOLTERRA SOUTH PHASE 3  
LJA Engineering, Inc.  
1000 West Central Expressway  
Suite 100, West 75206  
PHN: 408.407.0170  
FAX: 408.407.0170



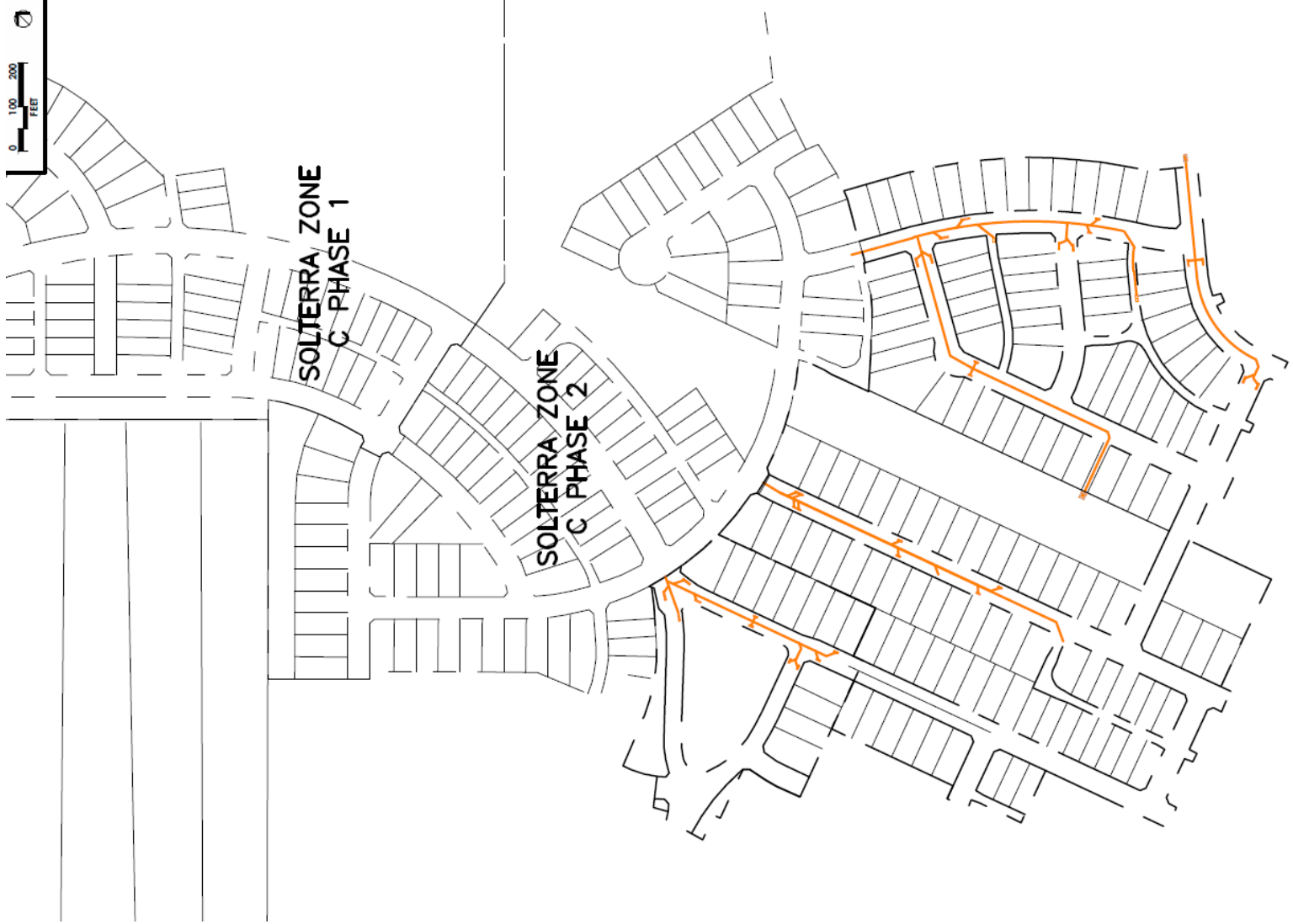
- LEGEND**
- RESIDENTIAL STREET PAVING IMPROVEMENTS
  - ALLEY PAVING IMPROVEMENTS

**PID IMPROVEMENTS**  
PAVING  
SOLTERRA SOUTH PHASES 3  
LJA Engineering, Inc. Phone: 650.027.0710  
6000 Woodhurst Expressway  
Culver City, CA 90230 FAX: 650.027.0710



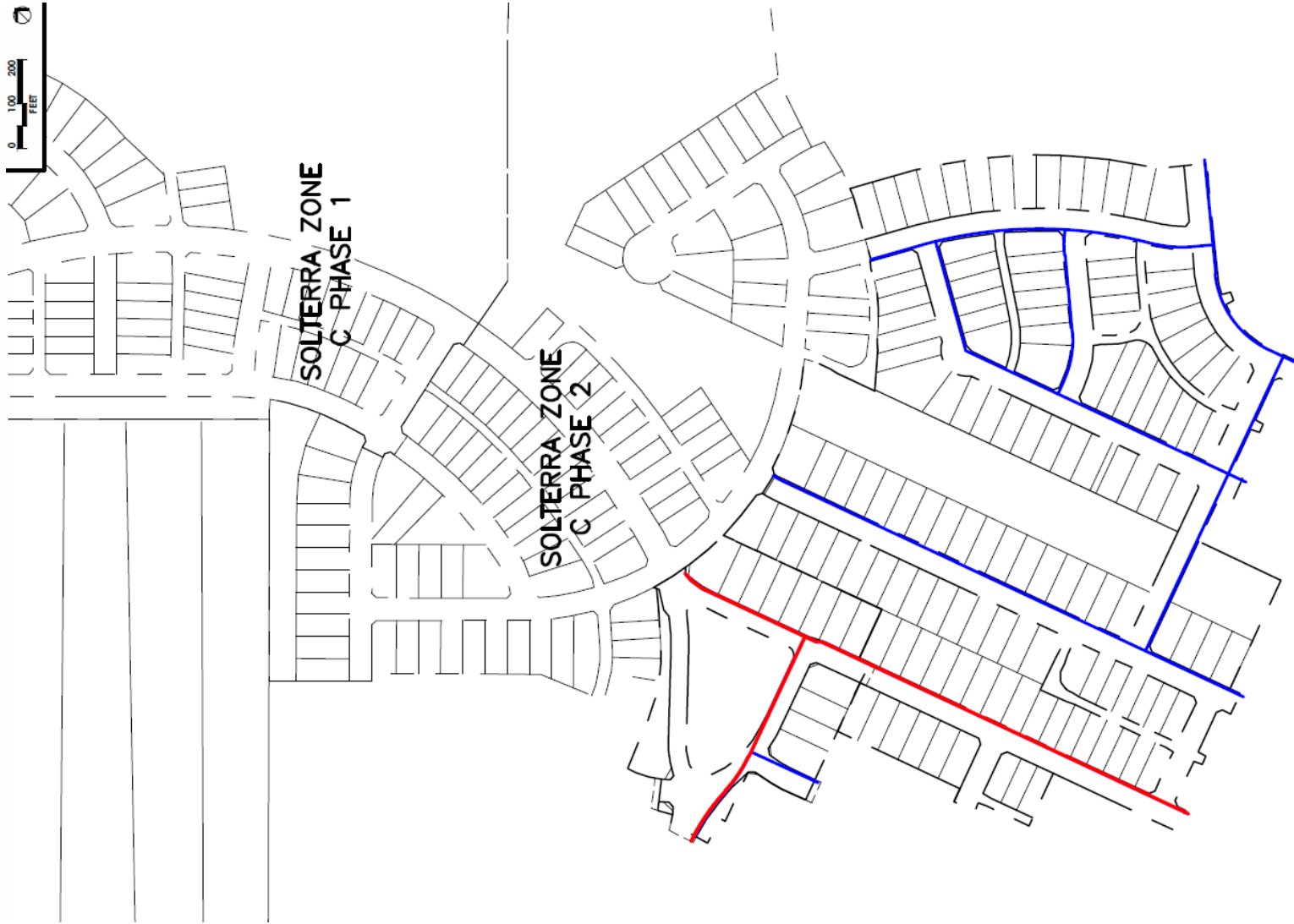
LEGEND  
PHASE 3 PID  
8" SANITARY SEWER

**PID IMPROVEMENTS**  
SANITARY SEWER  
**SOLTERRA SOUTH PHASE 3**  
LJA Engineering, Inc.  
200 West Central Expressway  
Suite 1000, San Jose, CA 95128  
Phone: 408.852.1670  
Fax: 408.852.1671  
EIR # 1-1-1006



**LEGEND**  
PHASE 3 PID  
STORM SYSTEM

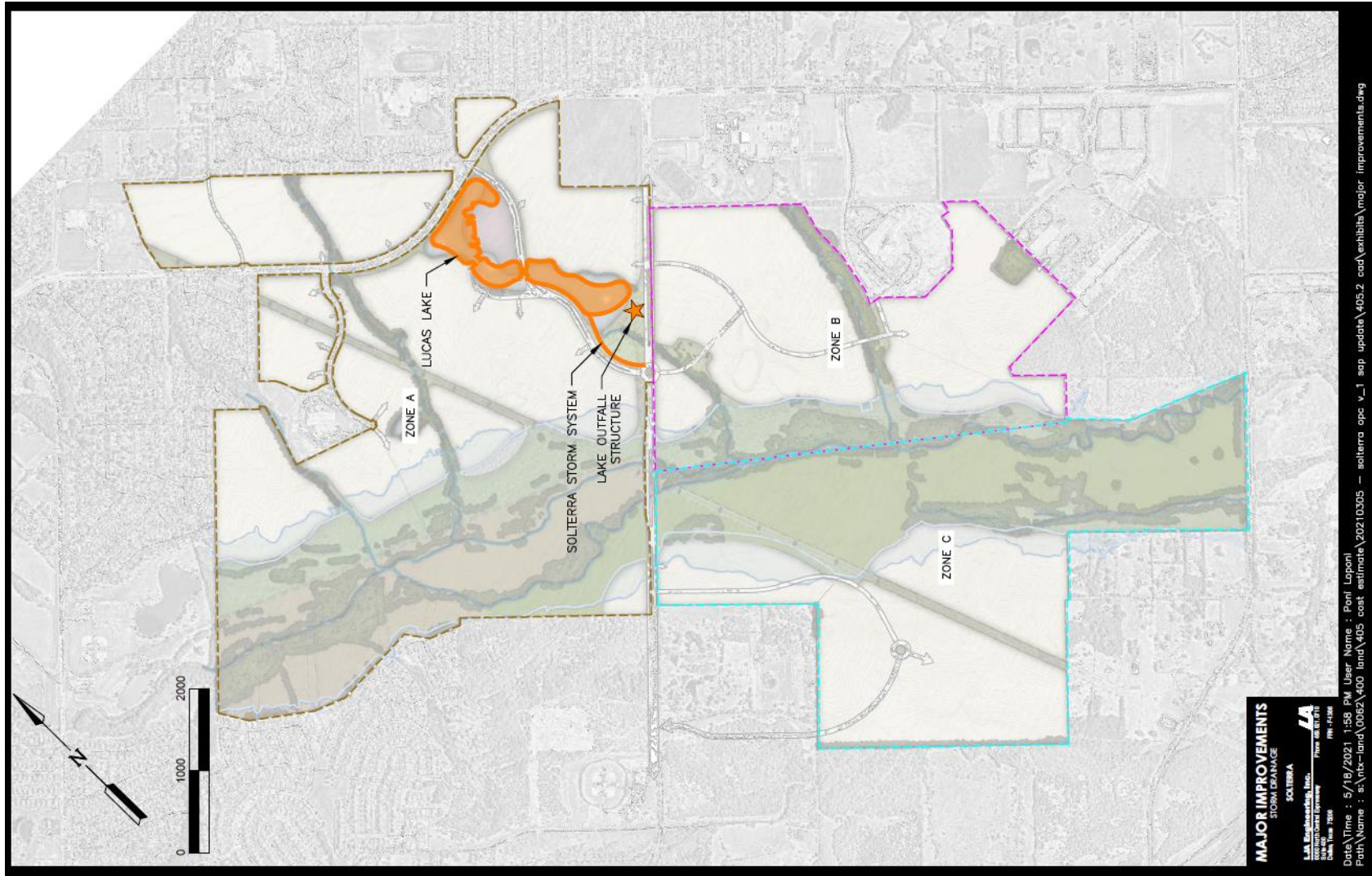
**PID IMPROVEMENTS**  
STORM SEWER  
SOLTERRA SOUTH PHASE 3  
LJA Engineering, Inc.  
1000 West Central Expressway, Suite 400 #202 95710  
San Jose, CA 95128  
Phone: 408.221.1670  
Fax: 408.221.1670  
E-mail: lja@lja.com  
www.lja.com

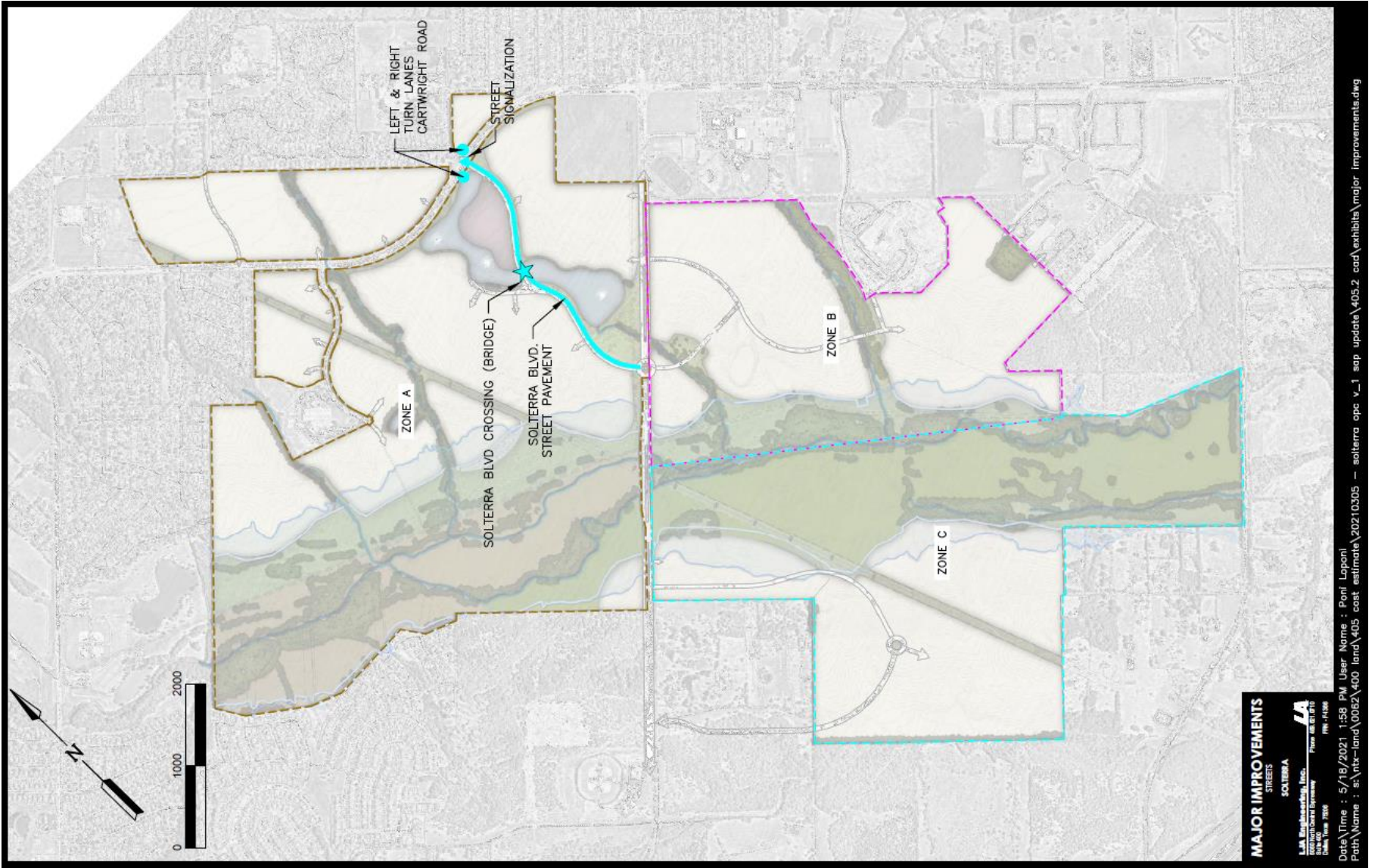


- LEGEND**
- PHASE 3 PID 12" WATER SYSTEM
  - PHASE 3 PID 8" WATER SYSTEM

**PID IMPROVEMENTS**  
WATER  
SOLTERRA SOUTH PHASE 3  
S.A.S. Engineering, Inc.  
11000 S. RAYBURN DRIVE, SUITE 100  
SOLTERRA, CA 94588  
TEL: 925.762.1100  
WWW.SAS-ENGINEERING.COM

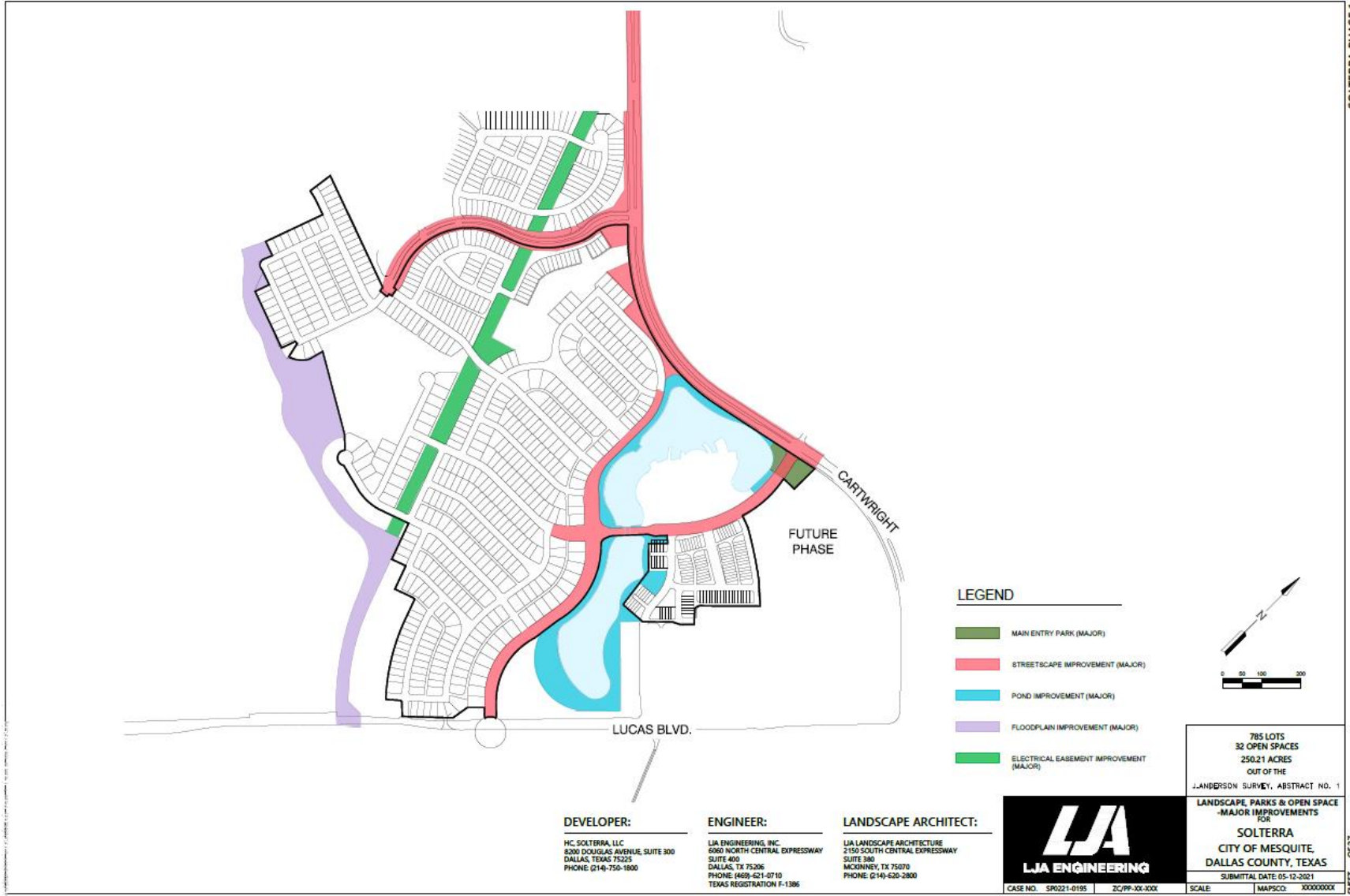
### EXHIBIT M-7 – MAPS OF MAJOR IMPROVEMENTS





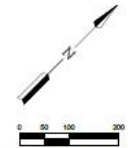


SOLTERRA PHASE 1



**LEGEND**

- MAIN ENTRY PARK (MAJOR)
- STREETSCAPE IMPROVEMENT (MAJOR)
- POND IMPROVEMENT (MAJOR)
- FLOODPLAIN IMPROVEMENT (MAJOR)
- ELECTRICAL EASEMENT IMPROVEMENT (MAJOR)



**DEVELOPER:**

HC SOLTERRA, LLC  
 8200 DOUGLAS AVENUE, SUITE 300  
 DALLAS, TEXAS 75225  
 PHONE: (214)-750-1900

**ENGINEER:**

LJA ENGINEERING, INC.  
 6060 NORTH CENTRAL EXPRESSWAY  
 SUITE 400  
 DALLAS, TX 75206  
 PHONE: (469)-621-0710  
 TEXAS REGISTRATION F-1386

**LANDSCAPE ARCHITECT:**

LJA LANDSCAPE ARCHITECTURE  
 2150 SOUTH CENTRAL EXPRESSWAY  
 SUITE 380  
 MCKINNEY, TX 75070  
 PHONE: (214)-620-2800



785 LOTS 32 OPEN SPACES 250.21 ACRES OUT OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1
LANDSCAPE, PARKS & OPEN SPACE -MAJOR IMPROVEMENTS FOR SOLTERRA CITY OF MESQUITE, DALLAS COUNTY, TEXAS
SUBMITTAL DATE: 05-12-2021
CASE NO. SP0221-0195    ZC/PP-XX-XXX    SCALE:    MAPSCO: XXXXXXXX PROJECT NO. NTS20-0062

SHEET 0627

**EXHIBIT N – FORM OF NOTICE OF ASSESSMENT TERMINATION**



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

[Date]  
Dallas County Clerk's Office  
Honorable [County Clerk]  
500 Elm St.  
Dallas, TX 75202

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

Dear Ms./Mr. [County Clerk]

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

City of Mesquite  
Attn: City Secretary  
[City Secretary's address, usually city hall]

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

Sincerely,  
[Signature]

P3Works, LLC  
(817) 393-0353  
[Admin@P3-Works.com](mailto:Admin@P3-Works.com)  
[www.P3-Works.com](http://www.P3-Works.com)

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]  
1515 N Galloway Ave.  
Mesquite, TX 75149**

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

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

**STATE OF TEXAS                                    §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS                               §**

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

**RECITALS**

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

**WHEREAS**, on April 5, 2021, the City Council of the City approved Resolution No. 15-2021 creating the Solterra Public Improvement District (the “District”); and

**WHEREAS**, the District consists of approximately 1,424.398 contiguous acres within the corporate limits of the City; and

**WHEREAS**, on \_\_\_\_\_, the City Council, approved Ordinance No. \_\_\_\_\_, (hereinafter referred to as the “Assessment Ordinance”) approving a service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on \_\_\_\_\_, as Instrument No. \_\_\_\_\_ in the Official Public Records of Dallas County, TX; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the “Lien Amount”) and further imposed a lien to secure the payment of the Lien Amount (the “Lien”) against the following property located within the District, to wit:

[legal description], an addition to the City of Mesquite, Dallas County, Texas, according to the map or plat thereof recorded as Instrument No. \_\_\_\_\_ in the Map Records of Dallas County, Texas (the “Property”); and

**WHEREAS**, the Lien Amount has been paid in full.

**RELEASE**

**NOW THEREFORE**, for and in consideration of the full payment of the Lien Amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that is affects and encumbers the Property.

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

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

By: \_\_\_\_\_  
Cliff Keheley, City Manager

**ATTEST:**

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

**STATE OF TEXAS** §  
§  
**COUNTY OF DALLAS** §

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

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

**EXHIBIT O-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA A-1 BONDS**

[City FA to provide after pricing]

**EXHIBIT O-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA C-1 BONDS**

[City FA to Provide after pricing]

**EXHIBIT O-3 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA C-2 BONDS**

[City FA to Provide after pricing]

## EXHIBIT P-1 – DISTRICT LEGAL DESCRIPTION

### LEGAL DESCRIPTION 1424.398 ACRES

BEING A 1424.398 ACRE TRACT OF LAND SITUATED IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1, AND BEING ALL OF A CALLED 34.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", ALL OF A CALLED 3.8 ACRE TRACT OF LAND CONVEYED AS "TRACT 2", ALL OF A CALLED 44.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", ALL OF A CALLED 95.3 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", PART OF THE REMAINDER OF A CALLED 400 ACRE TRACT OF LAND CONVEYED AS "TRACT 5", PART OF THE REMAINDER OF A CALLED 204.13 ACRE TRACT OF LAND CONVEYED AS "TRACT 6", PART OF THE REMAINDER OF A CALLED 140.65 ACRE TRACT OF LAND CONVEYED AS "TRACT 7", PART OF A CALLED 32 ACRE TRACT OF LAND CONVEYED AS "TRACT 8", PART OF A CALLED 54.15 ACRE TRACT OF LAND CONVEYED AS "TRACT 9", PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS "TRACT 10", PART OF THE REMAINDER OF A CALLED 132.42 ACRE TRACT OF LAND CONVEYED AS "TRACT 11", PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS "TRACT 12", PART OF CALLED 77.4 ACRE TRACT OF LAND CONVEYED AS "TRACT 13", TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 119.95 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, AS RECORDED IN VOLUME 92253, PAGE 1749, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.694 ACRE TRACT OF LAND CONVEYED TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 2005041, PAGE 178, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.06 ACRE TRACT OF LAND CONVEYED TO THE GEORGE F. LUCAS IRREVOCABLE DESCENDANT'S TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 200213402221, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 40 ACRE TRACT CONVEYED AS "TRACT NO. 1", PART OF A CALLED 75 ACRE TRACT OF LAND CONVEYED AS "TRACT NO. 2", ALL OF A TRACT OF LAND CONVEYED AS "TRACT NO. 3" AND ALL OF A CALLED 4/10ths OF AN ACRE TRACT CONVEYED AS "TRACT NO. 4", TO THE FAITHON PANTELI LUCAS JR. FAMILY TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050391371, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 50 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, AS RECORDED IN VOLUME 93013, PAGE 67, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A CALLED 93.910 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE OF THE GEORGE F. LUCAS IRREVOCABLE DESCENDANTS' TRUST, AS RECORDED IN VOLUME 93013, PAGE 70, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 1424.398 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT THE NORTH CORNER OF SAID "TRACT 4", SAID POINT BEING IN THE APPROXIMATE CENTERLINE OF FAITHON P. LUCAS SR. BOULEVARD (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY), FROM WHICH THE WEST CORNER OF LOT 1A, BLOCK A OF DR. JOHN D. HORN HIGH SCHOOL, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200503600834, MAP RECORDS, DALLAS COUNTY, TEXAS BEARS SOUTH 45 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 57.56 FEET;

THENCE, ALONG THE NORTHEAST LINE OF SAID "TRACT 4" AND THE SOUTHWEST LINE OF SAID LOT 1A, BLOCK A, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 55 MINUTES 12 SECONDS EAST, A DISTANCE OF 1772.56 FEET TO A POINT FOR CORNER;

SOUTH 46 DEGREES 39 MINUTES 23 SECONDS EAST, A DISTANCE OF 82.92 FEET TO AN EAST CORNER OF SAID "TRACT 4", THE SOUTH CORNER OF SAID LOT 1A, BLOCK A, THE NORTH CORNER OF A CALLED 35.848 ACRE TRACT OF LAND CONVEYED TO MESQUITE INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800303367, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE WEST CORNER OF A CALLED 22.344 ACRE TRACT OF LAND CONVEYED TO MESQUITE INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080016792, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 15 DEGREES 50 MINUTES 01 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 4" AND THE NORTHWEST LINE OF SAID 35.848 ACRE TRACT, A DISTANCE OF 374.36 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID "TRACT 13" AND ALONG THE WEST LINE OF SAID 35.848 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREES 52 MINUTES 36 SECONDS WEST, A DISTANCE OF 439.47 FEET TO A POINT FOR CORNER;

SOUTH 11 DEGREES 29 MINUTES 48 SECONDS WEST, A DISTANCE OF 510.05 FEET TO A POINT FOR CORNER;

SOUTH 28 DEGREES 33 MINUTES 30 SECONDS WEST, A DISTANCE OF 159.13 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 45 MINUTES 14 SECONDS EAST, A DISTANCE OF 145.44 FEET TO A POINT FOR CORNER;



SOUTH 45 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 552.67 FEET TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID "TRACT 13" AND THE NORTH LINE OF AFORESAID "TRACT NO. 1";

THENCE, NORTH 89 DEGREES 36 MINUTES 40 SECONDS EAST, ALONG SAID SOUTH LINE OF "TRACT 13", SAID NORTH LINE OF "TRACT NO. 1" AND THE SOUTH LINE OF SAID 35.848 ACRE TRACT, A DISTANCE OF 479.07 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID "TRACT 13" AND ALONG THE SOUTHEAST LINE OF SAID 35.848 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 31 MINUTES 33 SECONDS EAST, A DISTANCE OF 465.08 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 209.22 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 08 MINUTES 24 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 144.00 FEET TO A POINT FOR THE EAST CORNER OF SAID 35.848 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF SAID "TRACT 13" AND THE SOUTHWEST LINE OF A CALLED 134.201 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080025063, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 49 MINUTES 06 SECONDS EAST, ALONG SAID NORTHEAST LINE OF "TRACT 13" AND SAID SOUTHWEST LINE OF 134.201 ACRE TRACT, A DISTANCE OF 404.14 FEET TO A SOUTHEAST CORNER OF SAID "TRACT 13", SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF HOLLOMAN ROAD (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY – CLOSED);

THENCE, SOUTH 00 DEGREES 16 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID "TRACT 13", ALONG THE EAST LINE OF SAID "TRACT NO. 1" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, A DISTANCE OF 1683.70 FEET TO THE SOUTH CORNER OF SAID "TRACT NO. 1";

THENCE, SOUTH 89 DEGREES 01 MINUTES 52 SECONDS WEST, ALONG THE SOUTH LINE OF SAID "TRACT NO. 1" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, A DISTANCE OF 1156.84 FEET TO THE NORTHEAST CORNER OF AFORESAID "TRACT NO. 4";

THENCE, SOUTH 22 DEGREES 10 MINUTES 12 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 4" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, A DISTANCE OF 114.85 FEET TO THE SOUTH CORNER OF SAID "TRACT NO. 4", SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID "TRACT NO. 2" AND THE SOUTHWEST LINE OF A CALLED 93.102 ACRE TRACT OF LAND CONVEYED AS "TRACT II" TO W.A. RIDGE RANCH, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20070458237, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 12 MINUTES 59 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT NO. 2", THE SOUTHWEST LINE OF SAID 93.102 ACRE TRACT, WITH THE NORTHEAST LINE OF SAID HOLLOMAN ROAD, A DISTANCE OF 636.15 FEET TO THE EAST CORNER OF SAID "TRACT NO. 2" AND THE NORTH CORNER OF A CALLED 18.674 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 200900124560, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 531.59 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 2" AND THE NORTHWEST LINE OF SAID 18.674 ACRE TRACT, A DISTANCE OF 531.59 FEET TO A WEST CORNER OF SAID 18.674 ACRE TRACT AND THE NORTH CORNER OF AFORESAID 93.910 ACRE TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 93.910 ACRE TRACT AND THE SOUTHWEST LINE OF SAID 18.674 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 43 DEGREES 25 MINUTES 58 SECONDS EAST, A DISTANCE OF 774.12 FEET TO A POINT FOR CORNER;

SOUTH 66 DEGREES 55 MINUTES 58 SECONDS EAST, A DISTANCE OF 1509.42 FEET TO AN EAST CORNER OF SAID 93.910 ACRE TRACT, THE EAST CORNER OF SAID 18.674 ACRE TRACT AND THE SOUTH CORNER OF AFORESAID 93.102 ACRE TRACT, SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF LAWSON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 14 MINUTES 05 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 93.910 ACRE TRACT, A DISTANCE OF 1905.91 FEET TO THE SOUTH CORNER OF SAID 93.910 ACRE TRACT;

THENCE, NORTH 45 DEGREES 07 MINUTES 20 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 93.910 ACRE TRACT, A DISTANCE OF 2185.14 FEET TO THE WEST CORNER OF SAID 93.910 ACRE TRACT, SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID "TRACT NO. 2";

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEAST LINE OF "TRACT NO. 2", A DISTANCE OF 820.11 FEET TO A SOUTHWEST CORNER OF SAID "TRACT NO. 2", SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 23.889 ACRE TRACT OF LAND CONVEYED TO MARC S. ENGLISH, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050848444, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID "TRACT NO. 2" AND THE NORTHEAST LINE OF SAID 23.889 ACRE TRACT, A DISTANCE OF 39.71 FEET TO THE EAST CORNER OF A CALLED 34.151 ACRE TRACT OF LAND CONVEYED TO ROBERT EUGENE CARATHERS & MARGARET LAVERNE CARATHERS, AS RECORDED IN VOLUME 82119, PAGE 2365, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 56 MINUTES 37 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 34.151 ACRE TRACT AND THE NORTHWEST LINE OF SAID 23.889 ACRE TRACT, A DISTANCE OF 1768.63 FEET TO THE SOUTH CORNER OF SAID 34.151 ACRE TRACT AND THE WEST CORNER OF SAID 23.889 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 102.8043 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 93248, PAGE 2192, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 34.151 ACRE TRACT, THE NORTHEAST LINE OF SAID 102.8043 ACRE TRACT AND AFORESAID NORTHEAST LINE OF 56.542 ACRE TRACT, A DISTANCE OF 1785.44 FEET TO THE WEST CORNER OF SAID 34.179 ACRE TRACT AND THE SOUTH CORNER OF AFORESAID 50 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 56.542 ACRE TRACT OF LAND CONVEYED TO IH 20 IP LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800208658, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

THENCE, NORTH 45 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 50 ACRE TRACT, SAID NORTHEAST LINE OF 56.542 ACRE TRACT AND THE NORTHEAST LINE OF A CALLED 48.397 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800334776, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1242.86 FEET TO THE WEST CORNER OF SAID 50 ACRE TRACT AND THE NORTH CORNER OF SAID 48.397 ACRE TRACT, SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF MCKENZIE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 50 ACRE TRACT AND THE SOUTHEAST LINE OF LOT 2, BLOCK 1 OF RALEIGH ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94065, PAGE 7930, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1757.80 FEET TO THE NORTH CORNER OF SAID 50 ACRE TRACT, SAID POINT BEING ON THE SOUTHWEST LINE OF AFORESAID "TRACT 9";

THENCE, NORTH 45 DEGREES 06 MINUTES 33 SECONDS WEST, ALONG SOUTHWEST LINES OF SAID "TRACT 9", AFORESAID "TRACT 10" AND AFORESAID "TRACT 8", PASSING AT A DISTANCE OF 1947.95 FEET THE WEST CORNER OF SAID "TRACT 8", SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID FAITHON P. LUCAS SR. BOULEVARD, CONTINUING OVER AND ACROSS SAID FAITHON P. LUCAS SR. BOULEVARD AND AFORESAID "TRACT 6", IN ALL A TOTAL DISTANCE OF 2029.43 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 44 DEGREES 13 MINUTES 37 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 6" AND ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 108.49 FEET TO THE SOUTH CORNER OF SAID "TRACT 6", SAID POINT BEING ON THE NORTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94131, PAGE 491, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 29 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF "TRACT 6" AND SAID NORTHEAST LINE OF CITY OF MESQUITE TRACT, A DISTANCE OF 2326.02 FEET TO A POINT FOR CORNER ON THE SOUTHEAST LINE OF AFORESAID "TRACT 5";

THENCE, SOUTH 44 DEGREES 57 MINUTES 59 SECONDS WEST, ALONG SAID SOUTHEAST LINE OF "TRACT 5", A DISTANCE OF 87.32 FEET TO THE EAST CORNER OF THE HILLS AT TEALWOOD, PHASE I, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 2003168, PAGE 94, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID "TRACT 5" AND ALONG THE NORTHEAST LINE OF SAID HILLS AT TEALWOOD, PHASE I, THE FOLLOWING COURSES AND DISTANCES:

NORTH 67 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 404.99 FEET TO A POINT FOR CORNER;

NORTH 34 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 310.64 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, A DISTANCE OF 1055.19 FEET TO A POINT FOR CORNER;

NORTH 67 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 400.00 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 54 MINUTES 18 SECONDS WEST, A DISTANCE OF 807.77 FEET TO A POINT FOR CORNER;

NORTH 30 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 381.66 FEET TO A NORTHWEST CORNER OF SAID HILLS AT TEALWOOD, PHASE I, SAID POINT BEING ON THE SOUTHEAST LINE OF A CALLED 88.069 ACRE

TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 90185, PAGE 2032, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 48 MINUTES 33 SECONDS EAST, OVER AND ACROSS SAID "TRACT 5", ALONG SAID SOUTHEAST LINE OF CITY OF MESQUITE TRACT AND ALONG THE SOUTHEAST LINE OF VALLEYCREEK ADDITION, PHASE TWO, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 86051, PAGE 3779, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 3684.59 FEET TO THE EAST CORNER OF SAID VALLEYCREEK ADDITION, PHASE TWO, SAID POINT ALSO BEING ON THE NORTHEAST LINE OF SAID "TRACT 5" AND THE SOUTHWEST LINE OF CEDARBROOK ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 98228, PAGE 4, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 31 MINUTES 27 SECONDS EAST, ALONG SAID NORTHEAST LINE OF "TRACT 5" AND SAID SOUTHWEST LINE OF CEDARBROOK ESTATES, A DISTANCE OF 545.40 FEET TO AN EAST CORNER OF SAID "TRACT 5" AND THE SOUTH CORNER OF SAID CEDARBROOK ESTATES, SAID POINT BEING ON THE NORTHWEST LINE OF AFORESAID "TRACT 11";

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG SAID NORTHWEST LINE OF "TRACT 11" AND THE SOUTHEAST LINE OF SAID CEDARBROOK ESTATES, A DISTANCE OF 34.66 FEET TO A NORTHWEST CORNER OF BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 20033167, PAGE 146, MAP RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 11" AND THE SOUTHEAST LINE OF SAID CEDARBROOK ESTATES;

THENCE, OVER AND ACROSS SAID "TRACT 11" AND ALONG THE WEST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 08 MINUTES 15 SECONDS EAST, A DISTANCE OF 69.48 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 08 MINUTES 19 SECONDS WEST, A DISTANCE OF 425.17 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 03 MINUTES 52 SECONDS WEST, A DISTANCE OF 371.64 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 1004.43 FEET TO A POINT FOR CORNER ON THE NORTHWEST RIGHT-OF-WAY LINE OF TWIN OAKS DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 56 MINUTES 52 SECONDS, A RADIUS OF 560.00 FEET AND A LONG CHORD THAT BEARS NORTH 13 DEGREES 36 MINUTES 21 SECONDS WEST, A DISTANCE OF 87.37 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 11" AND SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 87.45 FEET TO A POINT FOR CORNER;

NORTH 18 DEGREES 04 MINUTES 47 SECONDS WEST, A DISTANCE OF 119.36 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 28 SECONDS, A RADIUS OF 640.00 FEET AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 08 MINUTES 57 SECONDS EAST, A DISTANCE OF 565.71 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 585.96 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21 DEGREES 14 MINUTES 54 SECONDS, A RADIUS OF 225.00 FEET, AND A LONG CHORD THAT BEARS NORTH 66 DEGREES 33 MINUTES 45 SECONDS WEST, A DISTANCE OF 82.96 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 11" AND ALONG THE NORTHEAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 83.44 FEET TO A POINT FOR CORNER;

NORTH 77 DEGREES 11 MINUTES 12 SECONDS WEST, A DISTANCE OF 34.92 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55 DEGREES 43 MINUTES 56 SECONDS, A RADIUS OF 275.00 FEET AND A LONG CHORD THAT BEARS NORTH 49 DEGREES 19 MINUTES 14 SECONDS WEST, A DISTANCE OF 257.07 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 267.50 FEET TO A POINT FOR CORNER;

NORTH 21 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 217.03 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 43 MINUTES 19 SECONDS, A RADIUS OF 225.00 FEET AND A LONG CHORD THAT BEARS NORTH 33 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.49 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 93.16 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 10 MINUTES 34 SECONDS WEST, A DISTANCE OF 172.59 FEET TO THE NORTH CORNER OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 11" AND THE SOUTHEAST LINE OF AFORESAID CEDARBROOK ESTATES;

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, A DISTANCE OF 1286.05 FEET TO THE NORTH CORNER OF SAID "TRACT 11" AND THE EAST CORNER OF SAID CEDARBROOK ESTATES, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 46 DEGREES 02 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A DISTANCE OF 1099.27 FEET TO A POINT FOR CORNER;

THENCE, NORTH 11 DEGREES 30 MINUTES 20 SECONDS EAST, OVER AND ACROSS SAID EAST CARTWRIGHT ROAD, PASSING AT A DISTANCE OF 142.21 FEET THE SOUTH CORNER OF LOT 1, BLOCK A OF DIVINE MERCY ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070019482, MAP RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND ACROSS AFORESAID 119.95 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID LOT 1, BLOCK A, IN ALL A TOTAL DISTANCE OF 519.53 FEET TO A POINT FOR CORNER;

THENCE, NORTH 26 DEGREES 06 MINUTES 30 SECONDS EAST, CONTINUING OVER AND ACROSS SAID 119.95 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID LOT 1, BLOCK A, A DISTANCE OF 754.65 FEET TO THE EAST CORNER OF SAID LOT 1, BLOCK A, SAID POINT BEING ON THE NORTHEAST LINE OF SAID 119.95 ACRE TRACT AND THE SOUTHWEST RIGHT-OF-WAY LINE OF MESQUITE VALLEY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE NORTHEAST LINE OF SAID 119.95 ACRE TRACT AND THE SAID SOUTHWEST RIGHT-OF-WAY LINE OF MESQUITE VALLEY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 908.03 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42 DEGREES 01 MINUTES 25 SECONDS, A RADIUS OF 241.04 FEET AND A LONG CHORD THAT BEARS SOUTH 66 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 172.85 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 176.79 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 45 DEGREES 49 MINUTES 44 SECONDS EAST, CONTINUING ALONG SAID NORTHEAST LINE OF 119.95 ACRE TRACT, THE SOUTHWEST LINE OF CANTARA COVE ADDITION, PHASE II, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 2000-036, PAGE 2908, MAP RECORDS, DALLAS COUNTY, TEXAS AND THE SOUTHWEST LINE OF CANTARA COVE ADDITION, PHASE I, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 99211, PAGE 2763, MAP RECORDS, DALLAS COUNTY, TEXAS, OVER AND ACROSS AFORESAID 2.694 ACRE TRACT AND AFORESAID "TRACT 7", A DISTANCE OF 3014.74 FEET TO A POINT FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF AFORESAID EAST CARTWRIGHT ROAD;

THENCE, NORTH 77 DEGREES 53 MINUTES 26 SECONDS EAST, OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID NORTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A DISTANCE OF 193.18 FEET TO A POINT FOR CORNER AT THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD AND THE SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 57 DEGREES 06 MINUTES 34 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND SAID CORNER CLIP, A DISTANCE OF 42.43 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59 DEGREES 50 MINUTES 26 SECONDS, A RADIUS OF 168.16 FEET AND A LONG CHORD THAT BEARS NORTH 14 DEGREES 28 MINUTES 28 SECONDS EAST, A DISTANCE OF 167.76 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 175.63 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 30 MINUTES 29 SECONDS WEST, A DISTANCE OF 1.85 FEET TO A NORTH CORNER OF A CALLED 6.647 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200305302992, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 7" AND SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE;

THENCE, NORTH 44 DEGREES 28 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWEST LINE OF "TRACT 7", THE NORTHWEST LINE OF AFORESAID 2.06 ACRE TRACT AND SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE, A DISTANCE OF 579.38 FEET TO THE NORTH CORNER OF SAID 2.06 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 32 MINUTES 20 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 2.06 ACRE TRACT, THE NORTHEAST LINE OF SAID "TRACT 7" AND THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID BEAR DRIVE, A DISTANCE OF 1252.87 FEET TO A POINT FOR CORNER IN AFORESAID EAST CARTWRIGHT ROAD;

THENCE, SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, PASSING AT A DISTANCE OF 48.23 FEET THE NORTH CORNER OF A CALLED 25.131 ACRE TRACT OF LAND CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 201500177457, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG THE NORTHWEST LINE OF SAID 25.131 ACRE TRACT, A TOTAL DISTANCE OF 1057.41 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 40.00 FEET AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 56.57 FEET;

THENCE, ALONG SAID TANGENT CURVE TO THE LEFT, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID NORTHWEST LINE OF 25.131 ACRE TRACT, AN ARC DISTANCE OF 62.83 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, CONTINUING ALONG SAID NORTHWEST LINE OF 25.131 ACRE TRACT AND OVER AND ACROSS AFORESAID "TRACT 6", A DISTANCE OF 1044.83 FEET TO A POINT FOR CORNER IN THE APPROXIMATE CENTER LINE OF AFORESAID FAITHON P. LUCAS SR. BOULEVARD;

THENCE, SOUTH 44 DEGREES 19 MINUTES 48 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 6" AND WITH SAID APPROXIMATE CENTER LINE OF FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 268.94 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1424.398 ACRES, OR 62,046,765 SQUARE FEET OF LAND.

## EXHIBIT P-2 – IMPROVEMENT ZONE A LEGAL DESCRIPTION

### PID DESCRIPTION – ZONE 1 (ZONE A) 721.818 ACRES

BEING A 721.818 ACRE TRACT OF LAND SITUATED IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1, AND BEING PART OF THE REMAINDER OF A CALLED 400 ACRE TRACT OF LAND CONVEYED AS "TRACT 5", PART OF THE REMAINDER OF A CALLED 204.13 ACRE TRACT OF LAND CONVEYED AS "TRACT 6", PART OF THE REMAINDER OF A CALLED 140.65 ACRE TRACT OF "AND CON" EYED AS "TRACT 7", PART OF THE REMAINDER OF A CALLED 132.42 ACRE TRACT OF LAND CONVEYED AS "TRACT 11", TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF A CALLED 119.95 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, AS RECORDED IN VOLUME 92253, PAGE 1749, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.694 ACRE TRACT OF LAND CONVEYED TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 2005041, PAGE 178, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A CALLED 2.06 ACRE TRACT OF LAND CONVEYED TO THE GEORGE F. LUCAS IRREVOCABLE DESCENDANT'S TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 200213402221, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING PART OF FAITHON P. LUCAS SR. BOULEVARD, (A VARIABLE WIDTH RIGHT-OF-WAY), AS RECORDED IN COUNTY CLERK'S FILE NO. 200600248460, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, PART OF TWIN OAKS DRIVE, ( VARIABLE WIDTH RIGHT-OF-WAY), AND PART OF EAST CARTWRIGHT ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY). SAID 721.818 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A PK NAIL FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID FAITHON P. LUCAS SR. BOULEVARD. SAID POINT BEING THE WEST CORNER OF A 32 ACRE TRACT OF LAND CONVEYED AS "TRACT 8", TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, DEED RECORDS, DALLAS COUNTY, TEXAS AND THE COMMON NORTH CORNER OF A TRACT OF LAND CONVEYED TO BILL EDWARD BLAIR AND MELINDA KAY BLAIR, AS RECORDED IN VOLUME 83050, PAGE 1471, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 06 MINUTES 33 SECONDS WEST, OVER AND ACROSS SAID FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 81.49 FEET TO A POINT FOR CORNER ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID FAITHON P. LUCAS SR. BOULEVARD AND THE COMMON SOUTHEAST LINE OF THE REMAINDER OF AFORESAID "TRACT 6";

THENCE, SOUTH 44 DEGREES 13 MINUTES 37 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 108.49 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "HALFF AND ASSOCIATES" FOUND FOR THE SOUTH CORNER OF SAID "TRACT 6" AND THE COMMON EAST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94131, PAGE 491, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 29 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF "TRACT 6" AND SAID NORTHEAST LINE OF CITY OF MESQUITE TRACT, A DISTANCE OF 2326.02 FEET TO A 5/8" IRON ROD FOUND FOR CORNER ON THE SOUTHEAST LINE OF AFORESAID "TRACT 5";

THENCE, SOUTH 44 DEGREES 57 MINUTES 59 SECONDS WEST, ALONG SAID SOUTHEAST LINE OF "TRACT 5", A DISTANCE OF 87.32 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "DAA" FOUND FOR THE EAST CORNER OF THE HILLS AT TEALWOOD, PHASE I, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 2003168, PAGE 94, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID "TRACT 5" AND ALONG THE NORTHEAST LINE OF SAID HILLS AT TEALWOOD, PHASE I, THE FOLLOWING COURSES AND DISTANCES:

NORTH 67 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 404.99 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "DAA" FOUND FOR CORNER;

NORTH 34 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 310.64 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, A DISTANCE OF 1055.19 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "DAA" FOUND FOR CORNER;

NORTH 67 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 400.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 52 DEGREES 54 MINUTES 18 SECONDS WEST, A DISTANCE OF 807.77 FEET TO A POINT FOR CORNER;

NORTH 30 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 381.66 FEET TO A NORTHWEST CORNER OF SAID HILLS AT TEALWOOD, PHASE I, SAID POINT BEING ON THE SOUTHEAST LINE OF A CALLED 88.069 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 90185, PAGE 2032, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 48 MINUTES 33 SECONDS EAST, OVER AND ACROSS SAID "TRACT 5", ALONG SAID SOUTHEAST LINE OF CITY OF MESQUITE TRACT AND ALONG THE SOUTHEAST LINE OF VALLEY CREEK ADDITION, PHASE TWO, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 86051, PAGE 3779, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 3684.59 FEET TO THE EAST CORNER OF SAID VALLEY CREEK ADDITION, PHASE TWO AND THE COMMON NORTH CORNER OF SAID "TRACT 5". SAID POINT BEING ON THE SOUTHWEST LINE OF CEDARBROOK ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 98228, PAGE 4, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 31 MINUTES 27 SECONDS EAST, ALONG THE NORTHEAST LINE OF "TRACT 5" AND SAID SOUTHWEST LINE OF CEDARBROOK ESTATES, A DISTANCE OF 545.40 FEET TO AN EAST CORNER OF SAID "TRACT 5" AND THE SOUTH CORNER OF SAID CEDARBROOK ESTATES. SAID POINT BEING ON THE NORTHWEST LINE OF AFORESAID "TRACT 11";

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG SAID NORTHWEST LINE OF "TRACT 11" AND THE SOUTHEAST LINE OF SAID CEDARBROOK ESTATES, A DISTANCE OF 34.66 FEET TO A NORTHWEST CORNER OF BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 20033167, PAGE 146, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID "TRACT 11" AND ALONG THE WEST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 08 MINUTES 15 SECONDS EAST, A DISTANCE OF 69.48 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 08 MINUTES 19 SECONDS WEST, A DISTANCE OF 425.17 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 03 MINUTES 52 SECONDS WEST, A DISTANCE OF 371.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED



“CARTER BURGESS” FOUND FOR THE SOUTHWEST CORNER OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION;

SOUTH 70 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 1004.43 FEET TO A POINT FOR CORNER ON THE NORTHWEST RIGHT-OF-WAY LINE OF AFORESAID TWIN OAKS DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 56 MINUTES 52 SECONDS, A RADIUS OF 560.00 FEET AND A LONG CHORD THAT BEARS NORTH 13 DEGREES 36 MINUTES 21 SECONDS WEST, A DISTANCE OF 87.37 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID “TRACT 11” AND SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 87.45 FEET TO A POINT FOR CORNER;

NORTH 18 DEGREES 04 MINUTES 47 SECONDS WEST, A DISTANCE OF 119.36 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 28 SECONDS, A RADIUS OF 640.00 FEET AND A LONG CHORD THAT BEARS NORTH 08 DEGREES 08 MINUTES 57 SECONDS EAST, A DISTANCE OF 565.71 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 585.96 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21 DEGREES 14 MINUTES 54 SECONDS, A RADIUS OF 225.00 FEET, AND A LONG CHORD THAT BEARS NORTH 66 DEGREES 33 MINUTES 45 SECONDS WEST, A DISTANCE OF 82.96 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID “TRACT 11” AND ALONG THE NORTHEAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 83.44 FEET TO A POINT FOR CORNER;

NORTH 77 DEGREES 11 MINUTES 12 SECONDS WEST, A DISTANCE OF 34.92 FEET TO A 5/8” IRON ROD WITH YELLOW PLASTIC CAP STAMPED “CARTER BURGESS” FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55 DEGREES 43 MINUTES 56 SECONDS, A RADIUS OF 275.00 FEET AND A

LONG CHORD THAT BEARS NORTH 49 DEGREES 19 MINUTES 14 SECONDS WEST, A DISTANCE OF 257.07 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 267.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 21 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 217.03 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 43 MINUTES 19 SECONDS, A RADIUS OF 225.00 FEET AND A LONG CHORD THAT BEARS NORTH 33 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.49 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 93.16 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 45 DEGREES 10 MINUTES 34 SECONDS WEST, A DISTANCE OF 172.59 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE NORTH CORNER OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 11" AND THE SOUTHEAST LINE OF AFORESAID CEDARBROOK ESTATES;

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 1286.05 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 11" AND THE EAST CORNER OF SAID CEDARBROOK ESTATES, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID EAST CARTWRIGHT ROAD;

THENCE, NORTH 46 DEGREES 02 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, AND THE COMMON NORTHEAST LINE OF SAID CEDARBROOK ESTATES, A DISTANCE OF 1099.27 FEET TO A POINT FOR CORNER;

THENCE, NORTH 11 DEGREES 30 MINUTES 20 SECONDS EAST, OVER AND ACROSS SAID EAST CARTWRIGHT ROAD, PASSING AT A DISTANCE OF 142.21 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF LOT 1, BLOCK A OF DIVINE MERCY ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070019482, MAP RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND ACROSS AFORESAID 119.95 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID LOT 1, BLOCK A, IN ALL A TOTAL

DISTANCE OF 519.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, NORTH 26 DEGREES 06 MINUTES 30 SECONDS EAST, CONTINUING OVER AND ACROSS SAID 119.95 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID LOT 1, BLOCK A, A DISTANCE OF 754.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID LOT 1, BLOCK A, SAID POINT BEING ON THE NORTHEAST LINE OF SAID 119.95 ACRE TRACT AND THE SOUTHWEST RIGHT-OF-WAY LINE OF MESQUITE VALLEY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE NORTHEAST LINE OF SAID 119.95 ACRE TRACT AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF MESQUITE VALLEY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 908.03 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42 DEGREES 01 MINUTE 25 SECONDS, A RADIUS OF 241.04 FEET AND A LONG CHORD THAT BEARS SOUTH 66 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 172.85 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 176.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, SOUTH 45 DEGREES 49 MINUTES 44 SECONDS EAST, CONTINUING ALONG SAID NORTHEAST LINE OF 119.95 ACRE TRACT, THE SOUTHWEST LINE OF CANTURA COVE ADDITION, PHASE II, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 2000-036, PAGE 2908, MAP RECORDS, DALLAS COUNTY, TEXAS AND THE SOUTHWEST LINE OF CANTARA COVE ADDITION, PHASE I, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 99211, PAGE 2763, MAP RECORDS, DALLAS COUNTY, TEXAS, OVER AND ACROSS AFORESAID 2.694 ACRE TRACT AND AFORESAID "TRACT 7", A DISTANCE OF 3014.74 FEET TO A POINT FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF AFORESAID EAST CARTWRIGHT ROAD;

THENCE, NORTH 77 DEGREES 53 MINUTES 26 SECONDS EAST, OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID NORTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A DISTANCE OF 193.18 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD AND THE SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 57 DEGREES 06 MINUTES 34 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND SAID CORNER CLIP, A DISTANCE OF 42.43 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59 DEGREES 50 MINUTES 26 SECONDS, A RADIUS OF 168.16 FEET AND A LONG CHORD THAT BEARS NORTH 14 DEGREES 28 MINUTES 28 SECONDS EAST, A DISTANCE OF 167.76 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 175.63 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 45 DEGREES 30 MINUTES 29 SECONDS WEST, A DISTANCE OF 1.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A CALLED 6.647 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200305302992, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF SAID "TRACT 7" AND SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE;

THENCE, NORTH 44 DEGREES 28 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWEST LINE OF "TRACT 7", THE NORTHWEST LINE OF AFORESAID 2.06 ACRE TRACT AND SAID SOUTHEAST RIGHT-OF-WAY LINE OF BEAR DRIVE, A DISTANCE OF 579.38 FEET TO THE NORTH CORNER OF SAID 2.06 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 32 MINUTES 20 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 2.06 ACRE TRACT, THE NORTHEAST LINE OF SAID "TRACT 7" AND THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID BEAR DRIVE, A DISTANCE OF 1252.87 FEET TO A POINT FOR CORNER IN AFORESAID EAST CARTWRIGHT ROAD;

THENCE, SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, PASSING AT A DISTANCE OF 48.23 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A CALLED 25.131 ACRE TRACT OF LAND CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 201500177457, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG THE NORTHWEST LINE OF SAID 25.131 ACRE TRACT, IN ALL, TOTAL DISTANCE OF 1057.41 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 40.00 FEET

AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 56.57 FEET;

THENCE, ALONG SAID TANGENT CURVE TO THE LEFT, CONTINUING OVER AND ACROSS SAID "TRACT 7" AND ALONG SAID NORTHWEST LINE OF 25.131 ACRE TRACT, AN ARC DISTANCE OF 62.83 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, ALONG SOUTHWEST LINE OF 25.131 ACRE TRACT AND OVER AND ACROSS AFORESAID "TRACT 6", A DISTANCE OF 1044.83 FEET TO A PK NAIL FOUND FOR THE SOUTH CORNER OF SAID 25.131 ACRE TRACT. SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF AFORESAID FAITHON P. LUCAS SR. BOULEVARD;

THENCE, SOUTH 44 DEGREES 19 MINUTES 48 SECONDS WEST, CONTINUING OVER AND ACROSS SAID "TRACT 6" AND WITH SAID APPROXIMATE CENTER LINE OF FAITHON P. LUCAS SR. BOULEVARD, PASSING AT A DISTANCE OF 268.94 FEET TO A PK NAIL FOUND FOR THE NORTH CORNER OF A 95.3 ACRE TRACT OF LAND, CONVEYED AS "TRACT 4", TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING ALONG THE NORTHWEST LINE OF SAID "TRACT 4", A 44.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", A 34.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", TO LUCAS FARMS JOINT VENTURES, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS, AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID FAITHON P. LUCAS SR. BOULEVARD, IN ALL, A TOTAL DISTANCE OF 2387.38 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 44 DEGREES 22 MINUTES 53 SECONDS WEST, CONTINUING ALONG THE SOUTHEAST LINE OF SAID "TRACT 1", AFORESAID "TRACT 8", AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 2715.67 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 31,442,414 SQUARE FEET OR 721.818 ACRES OF LAND.

## EXHIBIT P-3 –IMPROVEMENT AREA A-1.1 LEGAL DESCRIPTION

### **TRACT 1 (Phase 1A)**

BEING A 27.004 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING ALL OF SOLTERRA, PHASE 1A, AS RECORDED IN COUNTY CLERK'S FILE NO. 202200319278, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 27.004 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 5/8 IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE FOR THE WEST CORNER OF SAID SOLTERRA, PHASE 1A AND THE COMMON NORTH CORNER OF BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION LOTS 1 & 2, BLOCK 1, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 20033167, PAGE 146, MAP RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING ON THE SOUTHEAST LINE OF CEDARBROOK ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 98228, PAGE 4, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID SOLTERRA, PHASE 1A AND THE COMMON SOUTHEAST LINE OF SAID CEDARBROOK ESTATES, A DISTANCE OF 1286.05 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID SOLTERRA, PHASE 1A AND THE EAST CORNER OF SAID CEDARBROOK ESTATES, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, SOUTH 46 DEGREES 02 MINUTES 28 SECONDS EAST, ALONG THE EASTERLY LINES OF SAID SOLTERRA, PHASE 1A AND ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A DISTANCE OF 764.45 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE INTERSECTION OF SAID SOUTHWEST RIGHT-OF-WAY OF EAST CARTWRIGHT ROAD AND THE NORTHWEST RIGHT-OF-WAY LINE OF TWIN OAKS DRIVE (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, CONTINUING ALONG THE SOUTHERLY LINES OF SAID SOLTERRA, PHASE 1A AND ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF TWIN OAKS DRIVE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 10 MINUTES 03 SECONDS WEST, A DISTANCE OF 85.23 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45 DEGREES 03 MINUTES 11 SECONDS, A RADIUS OF 347.28 FEET AND A LONG CHORD THAT BEARS SOUTH 21 DEGREES 38 MINUTES 27 SECONDS WEST, A DISTANCE OF 266.09 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 273.08 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 30 DEGREES 29 MINUTES 45 SECONDS, A RADIUS OF 279.00 FEET AND A LONG CHORD THAT BEARS SOUTH 14 DEGREES 21 MINUTES 44 SECONDS WEST, A DISTANCE OF 146.75 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 148.50 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 29 DEGREES 36 MINUTES 37 SECONDS WEST, A DISTANCE OF 19.83 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40 DEGREES 13 MINUTES 10 SECONDS, A RADIUS OF 560.00 FEET AND A LONG CHORD THAT BEARS SOUTH 49 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 385.08 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 393.10 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 49 MINUTES 47 SECONDS WEST, A DISTANCE OF 100.25 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 35 DEGREES 27 MINUTES 07 SECONDS, A RADIUS OF 640.00 FEET AND A LONG CHORD THAT BEARS SOUTH 52 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 389.71 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 396.00 FEET TO A POINT FOR THE SOUTH CORNER OF SAID SOLTERRA, PHASE 1A AND THE COMMON EAST CORNER OF AFORESAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF

21 DEGREES 14 MINUTES 54 SECONDS, A RADIUS OF 225.00 FEET AND A LONG CHORD THAT BEARS NORTH 66 DEGREES 33 MINUTES 45 SECONDS WEST, A DISTANCE OF 82.96 FEET;

THENCE, CONTINUING ALONG THE WESTERLY LINES OF SAID SOLTERRA, PHASE 1A AND ALONG THE NORTHEAST LINE OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 83.44 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 77 DEGREES 11 MINUTES 12 SECONDS WEST, A DISTANCE OF 34.92 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55 DEGREES 43 MINUTES 56 SECONDS, A RADIUS OF 275.00 FEET AND A LONG CHORD THAT BEARS NORTH 49 DEGREES 19 MINUTES 14 SECONDS WEST, A DISTANCE OF 257.07 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 267.50 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 21 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 217.03 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 43 MINUTES 19 SECONDS, A RADIUS OF 225.00 FEET AND A LONG CHORD THAT BEARS NORTH 33 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.49 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 93.16 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 45 DEGREES 10 MINUTES 34 SECONDS WEST, A DISTANCE OF 172.59 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1,176,296 SQUARE FEET OR 27.004 ACRES OF LAND.



**TRACT 2 (PHASES 1B AND 1C)**

BEING A 42.569 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF A 575.298 ACRE TRACT OF LAND DESCRIBED AS PHASE 1 – PARCEL 2, CONVEYED TO HC SOLTERRA, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100114450, OFFICIAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS AND ALL OF SOLTERRA, PHASE 1B AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 202300007135, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 42.569 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET ON A NORTHEASTERLY LINE OF SAID 575.298 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF LOT 2, BLOCK 1 OF THE BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 20033167, PAGE 146, MAP RECORDS, DALLAS COUNTY, TEXAS, FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR AN INTERIOR ELL CORNER OF SAID 575.298 ACRE TRACT AND THE COMMON WEST CORNER OF SAID LOT 2, BLOCK 1, BEARS NORTH 70 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 89.17 FEET;

THENCE, ALONG THE COMMON LINES OF SAID 575.298 ACRE TRACT AND SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 70 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 926.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 575.298 ACRE TRACT. SAID POINT BEING WITHIN TWIN OAKS DRIVE, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) OF SAID BONNIE LUCILLE GENTRY ELEMENTARY SCHOOL ADDITION, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 16 MINUTES 52 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 06 DEGREES 56 MINUTES 26 SECONDS EAST, A DISTANCE OF 32.64 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 32.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP

STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID TWIN OAKS DRIVE;

NORTH 84 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHEAST LINE SAID TWIN OAKS DRIVE, A DISTANCE OF 69.02 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID TWIN OAKS DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07 DEGREES 28 MINUTES 17 SECONDS, A RADIUS OF 150.00 FEET, AND A LONG CHORD THAT BEARS NORTH 03 DEGREES 18 MINUTES 48 SECONDS WEST, A DISTANCE OF 19.55 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 19.56 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 34 MINUTES 03 SECONDS, A RADIUS OF 640.00 FEET, AND A LONG CHORD THAT BEARS NORTH 07 DEGREES 19 MINUTES 58 SECONDS WEST, A DISTANCE OF 6.34 FEET;

ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 6.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 79 DEGREES 41 MINUTES 33 SECONDS EAST, PASSING AT A DISTANCE OF 12.00 FEET TO A 3/4" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID TWIN OAKS DRIVE AND THE SOUTH RIGHT-OF-WAY LINE OF HARMONY PINE DRIVE, (A 51' RIGHT-OF-WAY) OF AFORESAID SOLTERRA, PHASE 1B, AND CONTINUING ALONG THE WEST LINE OF SAID SOLTERRA, PHASE 1B, IN ALL A TOTAL DISTANCE OF 25.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, ALONG THE COMMON LINES OF SAID 575.298 ACRE TRACT, SAID SOLTERRA, PHASE 1B AND SAID EAST RIGHT-OF-WAY LINE OF SAID TWIN OAKS DRIVE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 10 DEGREES 18 MINUTES 27 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 575.298 ACRE TRACT;

SOUTH 79 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 25.00 FEET TO AN "X" CUT FOUND FOR AN EXTERIOR ELL CORNER OF SAID 575.298 ACRE TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 05 MINUTES 23 SECONDS, A RADIUS OF 640.00 FEET AND A LONG CHORD THAT BEARS NORTH 15 DEGREES 32 MINUTES 06 SECONDS WEST, A DISTANCE OF 56.83 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 56.85 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 04 MINUTES 47 SECONDS WEST, A DISTANCE OF 119.36 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 87 DEGREES 54 MINUTES 35 SECONDS, A RADIUS OF 560.00 FEET AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 52 MINUTES 30 SECONDS EAST, A DISTANCE OF 777.38 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 859.21 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 100.25 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40 DEGREES 13 MINUTES 10 SECONDS, A RADIUS OF 640.00 FEET, AND A LONG CHORD THAT BEARS NORTH 49 DEGREES 43 MINUTES 12 SECONDS EAST, A DISTANCE OF 440.09 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 449.26 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 36 MINUTES 37 SECONDS EAST, A DISTANCE OF 46.98 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 25 MINUTES 12 SECONDS, A RADIUS OF 401.00 FEET AND A LONG CHORD THAT BEARS NORTH 17 DEGREES 24 MINUTES 01 SECOND EAST, A DISTANCE OF 169.62 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 170.91 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA

SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 38 DEGREES 58 MINUTES 38 SECONDS, A RADIUS OF 279.00 FEET AND A LONG CHORD THAT BEARS NORTH 24 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 186.16 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 189.80 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 10 MINUTES 03 SECONDS EAST, A DISTANCE OF 85.43 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 575.298 ACRE TRACT AND THE COMMON NORTH CORNER OF SAID SOLTERRA, PHASE 1B. SAID POINT BEING AT THE INTERSECTION OF THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TWIN OAKS DRIVE AND THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, ALONG THE NORTHEAST LINE OF SAID 575.298 ACRE TRACT, THE COMMON NORTHEAST LINE OF SAID SOLTERRA, PHASE 1B AND ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 02 MINUTES 28 SECONDS EAST, A DISTANCE OF 155.47 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREE 26 MINUTES 38 SECONDS, A RADIUS OF 1492.40 FEET AND A LONG CHORD THAT BEARS SOUTH 46 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 37.61 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 37.61 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT AND ALONG THE EASTERLY LINE OF SAID SOLTERRA, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 42 DEGREES 30 MINUTES 54 SECONDS WEST, A DISTANCE OF 93.04 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 57 MINUTES 45 SECONDS WEST, A DISTANCE OF 762.95 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 32 MINUTES 00 SECONDS EAST, A DISTANCE OF 261.68 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 70 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 281.19 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 75 DEGREES 45 MINUTES 11 SECONDS WEST, A DISTANCE OF 13.61 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 19 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 169.50 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 29 MINUTES 28 SECONDS, A RADIUS OF 260.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 76 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 132.35 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 133.83 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 27 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 34 MINUTES 00 SECONDS, A RADIUS OF 200.00 FEET, AND A LONG CHORD THAT BEARS NORTH 74 DEGREES 47 MINUTES 25 SECONDS WEST, A DISTANCE OF 88.51 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 89.24 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 02 DEGREES 25 MINUTES 35 SECONDS WEST, A DISTANCE OF 133.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID SOLTERRA, PHASE 1B;

THENCE, CONTINUING OVER AND ACROSS SAID 575.298 ACRE TRACT AND ALONG THE SOUTH LINE OF SOLTERRA, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 65 DEGREES 54 MINUTES 14 SECONDS WEST, A DISTANCE OF 91.55 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 71 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 60.89 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 76 DEGREES 15 MINUTES 04 SECONDS WEST, A DISTANCE OF 60.89 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 79 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 52.04 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED LJA SURVEYING" SET FOR CORNER;

SOUTH 79 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 248.61 FEET TO A POINT FOR CORNER;

THENCE, DEPARTING SAID SOUTH LINE OF SAID SOLTERRA, PHASE 1B AND CONTINUING OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 19 DEGREES 39 MINUTES 31 SECONDS WEST, A DISTANCE OF 767.70 FEET TO A POINT FOR CORNER;

SOUTH 56 DEGREES 19 MINUTES 24 SECONDS WEST, A DISTANCE OF 123.85 FEET TO A POINT FOR CORNER;

NORTH 80 DEGREES 06 MINUTES 06 SECONDS WEST, A DISTANCE OF 110.65 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.51 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 420.00 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 35 MINUTES 38 SECONDS WEST, A DISTANCE OF 21.06 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 78.27 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 74.16 FEET TO A POINT FOR CORNER;

NORTH 17 DEGREES 03 MINUTES 41 SECONDS WEST, A DISTANCE OF 69.12 FEET TO A POINT FOR CORNER;

NORTH 72 DEGREES 56 MINUTES 19 SECONDS EAST, A DISTANCE OF 122.95 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 69 DEGREES 24 MINUTES 13 SECONDS, A RADIUS OF 60.00 FEET, AND A LONG CHORD THAT BEARS NORTH 17 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 68.32 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 72.68 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 34.11 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 485.00 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 221.36 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 180.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1,854,320 SQUARE FEET OR 42.569 ACRES OF LAND.

**THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.**

<b>EXHIBIT P-4 –IMPROVEMENT AREA A-1.2 LEGAL DESCRIPTION</b>
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**SOLTERRA – IA #A-1.2  
(PHASES 1D, 1E, AND 1F)**

BEING A 123.110 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF A 575.298 ACRE TRACT OF LAND DESCRIBED AS PHASE 1 – PARCEL 2, CONVEYED TO HC SOLTERRA, LLC, AS RECORDED IN COUNTY CLERK’S FILE NO. 202100114450, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 123.110 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED “D.A.S. 4645” FOUND FOR AN INTERIOR ELL CORNER OF A 7.658 ACRE RIGHT-OF-WAY DEDICATION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK’S FILE NUMBER 202300011376, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE COMMON NORTH CORNER OF A RIGHT-OF-WAY DEDICATION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK’S FILE NO. 200600248460, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING WITHIN FAITHON P. LUCAS SR. BOULEVARD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 13 MINUTES 37 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID 7.658 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON NORTHWEST LINE OF SAID RIGHT-OF-WAY DEDICATION (200600248460) A DISTANCE OF 359.29 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED “HALFF” FOUND;

THENCE, NORTH 81 DEGREES 47 MINUTES 58 SECONDS WEST, OVER AND ACROSS SAID 7.658 ACRE RIGHT-OF-WAY DEDICATION, A DISTANCE OF 44.74 FEET TO A POINT FOR CORNER AND THE **POINT OF BEGINNING**. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID 7.658 ACRE RIGHT-OF-WAY DEDICATION AND SAID FAITHON P. LUCAS SR. BOULEVARD;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 41 DEGREES 45 MINUTES 04 SECONDS WEST, A DISTANCE OF 139.84 FEET TO A POINT FOR CORNER;



SOUTH 48 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 115.57 FEET TO A POINT FOR CORNER;

NORTH 42 DEGREES 24 MINUTES 27 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A POINT FOR CORNER;

NORTH 40 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 62.98 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 56 MINUTES 13 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 36 DEGREES 40 MINUTES 48 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 34 DEGREES 25 MINUTES 24 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 32 DEGREES 09 MINUTES 59 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 54 MINUTES 35 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 27 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 25 DEGREES 23 MINUTES 45 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 23 DEGREES 08 MINUTES 21 SECONDS WEST, A DISTANCE OF 56.97 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 58 MINUTES 08 SECONDS WEST, A DISTANCE OF 55.21 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 188.30 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 54 MINUTES 58 SECONDS, A RADIUS OF 210.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 74 DEGREES 30 MINUTES 02 SECONDS WEST, A DISTANCE OF 32.65 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 32.68 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 68.45 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 19 MINUTES 55 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 57 MINUTES 27 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 208.89 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 121.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 305.00 FEET TO A POINT FOR CORNER;

SOUTH 70 DEGREES 02 MINUTES 33 SECONDS WEST, A DISTANCE OF 224.12 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES 35 SECONDS, A RADIUS OF 430.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 87 DEGREES 03 MINUTES 50 SECONDS WEST, A DISTANCE OF 251.75 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 255.49 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 54 MINUTES 52 SECONDS WEST, A DISTANCE OF 206.59 FEET TO A POINT FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 166 DEGREES 48 MINUTES 12 SECONDS, A RADIUS OF 60.00 FEET, AND A LONG CHORD THAT BEARS NORTH 40 DEGREES 42 MINUTES 09 SECONDS WEST, A DISTANCE OF 119.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 174.68 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 152.97 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 56 MINUTES 58 SECONDS WEST, A DISTANCE OF  
615.34 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 657.29 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE SOUTH LINE OF SOLTERRA, PHASE 1B, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 202300007135, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, CONTINUING OVER AND ACROSS SAID 575.298 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID SOLTERRA, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

NORTH 79 DEGREES 41 MINUTES 33 SECONDS EAST, A DISTANCE OF 248.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 79 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 52.04 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 76 DEGREES 15 MINUTES 04 SECONDS EAST, A DISTANCE OF 60.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 71 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 60.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 54 MINUTES 14 SECONDS EAST, A DISTANCE OF 91.55 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID SOLTERRA, PHASE 1B;

THENCE, CONTINUING OVER AND ACROSS SAID 575.298 ACRE TRACT AND ALONG THE EAST LINE OF SAID SOLTERRA, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

NORTH 02 DEGREES 25 MINUTES 35 SECONDS EAST, A DISTANCE OF 133.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25 DEGREES 34 MINUTES 00 SECONDS, A RADIUS OF 200.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 74 DEGREES 47 MINUTES 25 SECONDS EAST, A DISTANCE OF 88.51 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 89.24 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 27 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 3/4 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEGREES 29 MINUTES 28 SECONDS, A RADIUS OF 260.00 FEET, AND A LONG CHORD THAT BEARS NORTH 76 DEGREES 45 MINUTES 09 SECONDS WEST, A DISTANCE OF 132.35 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 133.83 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 169.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 75 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 13.61 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 70 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 281.19 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 261.68 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 09 DEGREES 57 MINUTES 45 SECONDS EAST, A DISTANCE OF 762.95 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 42 DEGREES 30 MINUTES 54 SECONDS EAST, A DISTANCE OF 93.04 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF SAID SOLTERRA, PHASE 1B. SAID POINT BEING ON THE NORTH LINE OF SAID 575.298 ACRE TRACT AND THE COMMON SOUTH RIGHT-OF-WAY LINE OF EAST CARTWRIGHT ROAD, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 52 MINUTES 53 SECONDS, A RADIUS OF 1492.40 FEET, AND A LONG CHORD THAT BEARS SOUTH 59 DEGREES 55 MINUTES 33 SECONDS EAST, A DISTANCE OF 643.01 FEET;

THENCE, ALONG SAID COMMON LINE AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 648.09 FEET TO A 3/4 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT, DEPARTING SAID COMMON LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 72 DEGREES 21 MINUTES 58 SECONDS EAST, A DISTANCE OF 175.20 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72 DEGREES 21 MINUTES 58 SECONDS, A RADIUS OF 330.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 36 DEGREES 10 MINUTES 59 SECONDS EAST, A DISTANCE OF 389.64 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 416.80 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 346.95 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42 DEGREES 51 MINUTES 15 SECONDS, A RADIUS OF 520.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 21 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 379.93 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 388.93 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 1.63 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55 DEGREES 09 MINUTES 00 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 70 DEGREES 25 MINUTES 45 SECONDS EAST, A DISTANCE OF 46.29 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 48.13 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 18 MINUTES 01 SECONDS, A RADIUS OF 90.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 87 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 31.72 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 31.89 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55 DEGREES 09 MINUTES 00 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 74 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 46.29 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 48.13 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55 DEGREES 09 MINUTES 00 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 19 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 46.29 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 48.13 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 25 MINUTES 05 SECONDS, A RADIUS OF 90.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 01 DEGREE 47 MINUTES 43 SECONDS EAST, A DISTANCE OF 19.47 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 19.51 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 47 DEGREES 16 MINUTES 04 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 19 DEGREES 13 MINUTES 13 SECONDS EAST, A DISTANCE OF 40.09 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 41.25 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 343.06 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 51 DEGREES 29 MINUTES 45 SECONDS, A RADIUS OF 645.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 17 DEGREES 06 MINUTES 22 SECONDS EAST, A DISTANCE OF 560.39 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 579.71 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 38 MINUTES 30 SECONDS WEST, A DISTANCE OF 374.51 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A

TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 53 DEGREES 56 MINUTES 50 SECONDS, A RADIUS OF 555.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 19 MINUTES 55 SECONDS EAST, A DISTANCE OF 503.47 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 522.56 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 39.02 FEET TO A POINT FOR CORNER ON THE NORTHWEST LINE OF AFORESAID 7.658 ACRE RIGHT-OF-WAY DEDICATION AND SAID FAITHON P. LUCAS SR. BOULEVARD;

THENCE, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE, CONTINUING OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 41 MINUTES 46 SECONDS WEST, A DISTANCE OF 96.73 FEET TO A POINT FOR CORNER;

SOUTH 46 DEGREES 27 MINUTES 37 SECONDS EAST, A DISTANCE OF 2.94 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 52 MINUTES 37 SECONDS EAST, A DISTANCE OF 51.57 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 52 MINUTES 43 SECONDS WEST, A DISTANCE OF 62.54 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 56 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.10 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 57 MINUTES 42 SECONDS WEST, A DISTANCE OF 222.06 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 272.15 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 5,362,654 SQUARE FEET OR 123.110 ACRES OF LAND.

**THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.**



<b>EXHIBIT P-5 –IMPROVEMENT AREA A-1.3 LEGAL DESCRIPTION</b>
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**SOLTERRA – IA #A-1.3  
(PHASE 1G)**

BEING A 17.153 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF A 575.298 ACRE TRACT OF LAND CONVEYED AS PHASE 1 – PARCEL 2, TO HC SOLTERRA, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100114450, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 17.153 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF SAID 575.298 ACRE TRACT AND THE COMMON NORTH CORNER OF A 25.131 ACRE TRACT OF LAND CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 201500177457, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 62 DEGREES 47 MINUTES 48 SECONDS EAST, A DISTANCE OF 2313.53 FEET;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 42 DEGREES 51 MINUTES 15 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET CORNER;

NORTH 47 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 59.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16 DEGREES 18 MINUTES 17 SECONDS, A RADIUS OF 630.00 FEET, AND A LONG CHORD THAT BEARS NORTH 55 DEGREES 17 MINUTES 54 SECONDS EAST, A DISTANCE OF 178.68 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 179.28 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 02 MINUTES 34 SECONDS, A RADIUS OF 75.00 FEET, AND A

LONG CHORD THAT BEARS NORTH 51 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 29.96 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 30.16 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28 DEGREES 57 MINUTES 18 SECONDS, A RADIUS OF 75.00 FEET, AND A LONG CHORD THAT BEARS NORTH 54 DEGREES 53 MINUTES 08 SECONDS EAST, A DISTANCE OF 37.50 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 37.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 207.86 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30 DEGREES 47 MINUTES 14 SECONDS, A RADIUS OF 555.00 FEET, AND A LONG CHORD THAT BEARS NORTH 53 DEGREES 58 MINUTES 10 SECONDS EAST, A DISTANCE OF 294.65 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 298.22 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 48 DEGREES 30 MINUTES 18 SECONDS, A RADIUS OF 532.50 FEET, AND A LONG CHORD THAT BEARS NORTH 14 DEGREE 19 MINUTES 23 SECONDS EAST, A DISTANCE OF 437.46 FEET;

ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 450.80 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 10 MINUTES 39 SECONDS, A RADIUS OF 587.50, AND A LONG CHORD THAT BEARS NORTH 03 DEGREES 50 MINUTES 26 WEST, A DISTANCE 124.63 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 124.87 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14 DEGREES 21 MINUTES 27 SECONDS, A RADIUS OF 532.50 FEET, AND A LONG CHORD THAT BEARS NORTH 04 DEGREES 55 MINUTES 50 SECONDS WEST, A DISTANCE OF 133.09 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 133.44 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 12 DEGREES 06 MINUTES 34 SECONDS WEST, A DISTANCE OF 42.16 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 57 DEGREES 06 MINUTES 34 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER ON THE NORTH LINE OF SAID 575.298 ACRE TRACT AND THE COMMON SOUTH LINE OF A 6.647 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200305302992, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS SAME BEING EAST CARTWRIGHT ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, NORTH 77 DEGREES 53 MINUTES 26 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 269.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 221.13 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 11 MINUTES 26 SECONDS WEST, A DISTANCE OF 96.63 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34 DEGREES 38 MINUTES 46 SECONDS, A RADIUS OF 587.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 02 DEGREES 08 MINUTES 59 SECONDS EAST, A DISTANCE OF 349.87 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 355.26 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04 DEGREES 48 MINUTES 41 SECONDS, A RADIUS OF 532.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 17 DEGREES 04 MINUTES 01 SECOND WEST, A DISTANCE OF 44.70 FEET;

ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC DISTANCE OF 44.72 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 21 MINUTES 14 SECONDS, A RADIUS OF 645.00 FEET AND A LONG CHORD THAT BEARS SOUTH 14 DEGREES 50 MINUTES 18 SECONDS WEST, A DISTANCE OF 3.98 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 3.98 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 51 MINUTES 17 SECONDS EAST, A DISTANCE OF 15.02 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 67 DEGREES 10 MINUTES 09 SECONDS EAST, A DISTANCE OF 51.86 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13 DEGREES 14 MINUTES 44 SECONDS, A RADIUS OF 625.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 32 MINUTES 47 SECONDS EAST, A DISTANCE OF 144.28 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 144.60 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 53 DEGREES 55 MINUTES 24 SECONDS EAST, A DISTANCE OF 387.04 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08 DEGREES 44 MINUTES 26 SECONDS, A RADIUS OF 525.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 49 DEGREES 33 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.09 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 80.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 13.23 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, PASSING AT A DISTANCE OF 49.53 FEET A POINT ON THE NORTHEAST LINE OF SAID 575.298 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF AFORESAID 25.131 ACRE TRACT, AND CONTINUING ALONG SAID COMMON LINES, IN ALL A TOTAL DISTANCE OF 129.36 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER, FROM WHICH A PK NAIL FOUND FOR THE EAST CORNER OF SAID 575.298 ACRE TRACT AND THE COMMON SOUTH CORNER OF SAID 25.131 ACRE TRACT, BEARS SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 965.00 FEET;

THENCE, OVER AND ACROSS SAID 575.298 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 56.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 50 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 375.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 39.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 55.15 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 61.26 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 50 DEGREES 53 MINUTES 36 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 104.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 45 DEGREES 10 MINUTES 58 SECONDS WEST, A DISTANCE OF 16.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 89 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 49.82 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 39.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 55.15 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 61.26 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 3.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 45 DEGREES 22 MINUTES 03 SECONDS WEST, A DISTANCE OF 4.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 85 DEGREES 39 MINUTES 29 SECONDS, A RADIUS OF 39.00 FEET, AND A LONG CHORD THAT BEARS NORTH 88 DEGREES 11 MINUTES 47 SECONDS WEST, A DISTANCE OF 53.03 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 58.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 37 MINUTES 43 SECONDS, A RADIUS OF 249.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 54 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 46.12 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 46.19 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 13.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF NON-TANGENT TO THE LEFT, HAVING A CENTRAL ANGLE OF 02 DEGREES 38 MINUTES 09 SECONDS, A RADIUS OF 245.00 FEET, AND A LONG CHORD THAT BEARS NORTH 34 DEGREES 45 MINUTES 37 SECONDS WEST, A DISTANCE OF 11.27;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AM ARC DISTANCE OF 11.27 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 53 DEGREES 55 MINUTES 19 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 31 DEGREES 17 MINUTES 34 SECONDS, A RADIUS OF 305.00 FEET, AND A LONG CHORD THAT BEARS NORTH 20 DEGREES 25 MINUTES 54 SECONDS WEST, A DISTANCE OF 164.52 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 166.58 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 04 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 73.33 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 71 DEGREES 15 MINUTES 03 SECONDS WEST, A DISTANCE OF 102.32 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 44 MINUTES 57 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 71 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 6.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 18 DEGREES 44 MINUTES 57 SECONDS EAST, A DISTANCE OF 17.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 71 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 27.39 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 44 MINUTES 57 SECONDS WEST, A DISTANCE OF 92.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 71 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 79.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 44 MINUTES 32 SECONDS, A RADIUS OF 300.00 FEET, AND A LONG CHORD THAT BEARS NORTH 42 DEGREES 18 MINUTES 42 SECONDS WEST, A DISTANCE OF 30.05 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 30.07 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;



NORTH 45 DEGREES 10 MINUTES 58 SECONDS WEST, A DISTANCE OF 143.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 21 MINUTES 47 SECONDS WEST, A DISTANCE OF 182.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 6.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 17.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 15.73 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 107.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 21 MINUTES 47 SECONDS WEST, A DISTANCE OF 115.92 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 41 MINUTES 17 SECONDS, A RADIUS OF 75.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 80 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 29.50 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 29.70 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEGREES 24 MINUTES 01 SECONDS, A RADIUS OF 75.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 77 DEGREES 21 MINUTES 03 SECONDS WEST, A DISTANCE OF 38.06 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 38.48 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP

STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 30 MINUTES 18 SECONDS, A RADIUS OF 570.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 54 DEGREES 53 MINUTES 54 SECONDS WEST, A DISTANCE OF 153.78 FEET;

ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 154.25 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 47 DEGREES 08 MINUTES 45 SECONDS WEST, A DISTANCE OF 59.05 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 17.153 ACRES OF LAND.

**THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED**

## EXHIBIT P-6 – IMPROVEMENT ZONE B LEGAL DESCRIPTION

### PID DESCRIPTION – ZONE 2 (ZONE B) 285.50 ACRES

BEING A 285.50 ACRE TRACT OF LAND SITUATED IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1, AND BEING PART OF A CALLED 34.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", ALL OF A CALLED 3.8 ACRE TRACT OF LAND CONVEYED AS "TRACT 2", ALL OF A CALLED 44.5 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", PART OF A CALLED 95.3 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", PART OF A CALLED 54.15 ACRE TRACT OF LAND CONVEYED AS "TRACT 9", PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS "TRACT 10", PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS "TRACT 12", PART OF A CALLED 77.4 ACRE TRACT OF LAND CONVEYED AS "TRACT 13", TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 40 ACRE TRACT CONVEYED AS "TRACT NO. 1", PART OF A CALLED 75 ACRE TRACT OF LAND CONVEYED AS "TRACT NO. 2", ALL OF A TRACT OF LAND CONVEYED AS "TRACT NO. 3" AND ALL OF A CALLED 4/10ths OF AN ACRE TRACT OF LAND CONVEYED AS "TRACT NO. 4", TO THE FAITHON PANTELI LUCAS JR. FAMILY TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050391371, OFFICIAL "UBLIC RECORS", DALLAS COUNTY, TEXAS. SAID 285.50 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A PK NAIL FOUND FOR THE NORTH CORNER OF SAID "TRACT 4", SAID POINT BEING IN THE APPROXIMATE CENTERLINE OF FAITHON P. LUCAS SR. BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 12 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT 4", PASSING AT A DISTANCE OF 57.56 FEET A 1/2" IRON ROD WITH CAP STAMPED "HALFF AND ASSOCIATES" FOUND FOR THE WEST CORNER OF LOT 1A, BLOCK A OF DR. JOHN D. HORN HIGH SCHOOL, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200503600834, MAP RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE COMMON LINES OF SAID "TRACT 4" AND SAID LOT 1A, BLOCK A, IN ALL, A TOTAL DISTANCE OF 1772.56 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 46 DEGREES 39 MINUTES 23 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 82.92 FEET TO 1/2" IRON ROD FOUND FOR AN EAST CORNER OF SAID "TRACT 4", THE SOUTH CORNER OF SAID LOT 1A, BLOCK A, THE NORTH CORNER OF A CALLED 35.848 ACRE TRACT OF LAND, CONVEYED TO MESQUITE INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800303367, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE WEST CORNER OF A CALLED 22.344 ACRE TRACT OF LAND CONVEYED TO MESQUITE INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080016792, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 15 DEGREES 50 MINUTES 01 SECOND WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 4" AND THE NORTHWEST LINE OF SAID 35.848 ACRE TRACT, A DISTANCE OF 374.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

THENCE, OVER AND ACROSS AFORESAID "TRACT 13" AND ALONG THE WEST LINE OF SAID 35.848 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01 DEGREE 52 MINUTES 36 SECONDS WEST, A DISTANCE OF 439.47 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

SOUTH 11 DEGREES 29 MINUTES 48 SECONDS WEST, A DISTANCE OF 510.05 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

SOUTH 28 DEGREES 33 MINUTES 30 SECONDS WEST, A DISTANCE OF 159.13 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

SOUTH 78 DEGREES 45 MINUTES 14 SECONDS EAST, A DISTANCE OF 145.44 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

SOUTH 45 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 552.67 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER ON THE SOUTHWEST LINE OF SAID 35.848 ACRE TRACT AND THE NORTH LINE OF AFORESAID "TRACT NO. 1";

THENCE, NORTH 89 DEGREES 36 MINUTES 40 SECONDS EAST, ALONG SAID NORTH LINE OF "TRACT NO. 1" AND THE SOUTH LINE OF SAID 35.848 ACRE TRACT, A DISTANCE OF 479.07 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID "TRACT 13" AND ALONG THE SOUTHEAST LINE OF SAID 35.848 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 31 MINUTES 33 SECONDS EAST, A DISTANCE OF 465.08 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

NORTH 11 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 209.22 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

SOUTH 78 DEGREES 08 MINUTES 24 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4613" FOUND FOR CORNER;

NORTH 11 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 144.00 FEET TO A POINT FOR THE EAST CORNER OF SAID 35.848 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF SAID "TRACT 13" AND THE SOUTHWEST LINE OF A CALLED 134.201 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080025063, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 49 MINUTES 06 SECONDS EAST, ALONG SAID NORTHEAST LINE OF "TRACT 13" AND SAID SOUTHWEST LINE OF 134.201 ACRE TRACT, A DISTANCE OF 404.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR THE NORTHEAST CORNER OF SAID "TRACT 13", SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF HOLLOMAN ROAD (A VARIABLE WIDTH RIGHT-OF-WAY – CLOSED);

THENCE, SOUTH 00 DEGREES 16 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF SAID "TRACT 13", ALONG THE EAST LINE OF SAID "TRACT NO. 1" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, A DISTANCE OF 1683.70 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR THE SOUTHEAST CORNER OF SAID "TRACT NO. 1";

THENCE, SOUTH 89 DEGREES 01 MINUTE 52 SECONDS WEST, ALONG THE SOUTH LINE OF SAID "TRACT NO. 1" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOMAN ROAD, PASSING AT A DISTANCE OF 15.00 FEET A 1/2" IRON ROD FOUND FOR WITNESS, AND CONTINUING, IN ALL, A TOTAL DISTANCE OF 1156.84 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND THE NORTHEAST CORNER OF AFORESAID "TRACT NO. 4";

THENCE, SOUTH 22 DEGREES 10 MINUTES 12 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 4" AND WITH SAID APPROXIMATE CENTERLINE OF HOLLOWMAN ROAD, A DISTANCE OF 114.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR THE SOUTH CORNER OF SAID "TRACT NO. 4". SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID "TRACT NO. 2" AND THE SOUTHWEST LINE OF A CALLED 93.102 ACRE TRACT OF LAND CONVEYED AS "TRACT II" TO W.A. RIDGE RANCH, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20070458237, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 12 MINUTES 59 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT NO. 2", THE SOUTHWEST LINE OF SAID 93.102 ACRE TRACT, WITH THE NORTHEAST LINE OF SAID HOLLOWMAN ROAD, A DISTANCE OF 636.15 FEET TO A 5/8" IRON ROD FOUND FOR THE EAST CORNER OF SAID "TRACT NO. 2" AND THE NORTH CORNER OF A CALLED 18.674 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 200900124560, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 2" AND THE NORTHWEST LINE OF SAID 18.674 ACRE TRACT, PASSING AT A DISTANCE OF 28.04 FEET A 2" IRON PIPE FOUND FOR WITNESS AND CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 531.59 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 18.674 ACRE TRACT, AND THE COMMON NORTH CORNER OF A 93.910 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS TRUSTEE OF THE GEORGE F. LUCAS IRREVOCABLE DESCENDANTS' TRUST, AS RECORDED IN VOLUME 93103, PAGE 70, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT NO. 2" AND THE COMMON NORTHWEST LINE OF SAID 93.910 ACRE TRACT, A DISTANCE OF 42.19 FEET TO A POINT FOR CORNER;

THENCE, NORTH 51 DEGREES 18 MINUTES 46 SECONDS WEST, OVER AND ACROSS SAID "TRACT NO. 2", AFORESAID "TRACT 13", "TRACT 4", "TRACT 12", "TRACT 9", "TRACT 10", AND "TRACT 1", A DISTANCE OF 5038.71 FEET TO POINT FOR CORNER ON THE NORTHWEST LINE OF SAID "TRACT 1" AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID FAITHON P. LUCAS SR. BOULEVARD. SAME BEING THE SOUTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200600248460, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 22 MINUTES 53 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 1086.42 FET TO A POINT FOR THE EAST CORNER OF SAID CITY OF MESQUITE TRACT;

THENCE, NORTH 44 DEGREES 19 MINUTES 48 SECONDS EAST, CONTINUING ALONG THE NORTHEAST LINE OF SAID "TRACT 1", AFORESAID "TRACT 3", AND "TRACT 4", ALONG THE APPROXIMATE CENTER OF SAID FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 2118.44 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 12,436,355 SQUARE FEET OR 285.50 ACRES OF LAND.

## EXHIBIT P-7 – IMPROVEMENT ZONE C LEGAL DESCRIPTION

### PID DESCRIPTION – ZONE 3 (ZONE C) 417.080 ACRES

BEING A 417.080 ACRE TRACT OF LAND SITUATED IN THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS AND BEING PART OF THE J. ANDERSON SURVEY, ABSTRACT NO. 1, AND BEING PART OF A 34.5 ACRE TRACT OF LAND CONVEYED AS “TRACT 1”, PART OF A 95.3 ACRE TRACT OF LAND CONVEYED AS “TRACT 4”, ALL OF A CALLED 32 ACRE TRACT OF LAND CONVEYED AS “TRACT 8”, PART OF A CALLED 54.15 ACRE TRACT OF LAND CONVEYED AS “TRACT 9”, PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS “TRACT 10”, PART OF A CALLED 25 ACRE TRACT OF LAND CONVEYED AS “TRACT 12”, PART OF A CALLED 77.4 ACRE TRACT OF LAND CONVEYED AS “TRACT 13”, TO LUCAS FARMS JOINT VENTURE, AS RECORDED IN VOLUME 93153, PAGE 8170, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 50 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE, GEORGE F. LUCAS IRREVOCABLE DESCENDANT’S TRUST, AS RECORDED IN VOLUME 93013, PAGE 67, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A CALLED 93.910 ACRE TRACT OF LAND CONVEYED TO CAROLYN LUCAS BASS, TRUSTEE OF THE GEORGE F. LUCAS IRREVOCABLE DESCENDANTS’ TRUST, AS RECORDED IN VOLUME 93013, PAGE 70, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, PART OF A CALLED 75 ACRE TRACT OF LAND CONVEYED AS “TRACT NO. 2”, TO THE FAITHON PANTELI LUCAS JR. FAMILY TRUST, AS RECORDED IN COUNTY CLERK’S FILE NO. 20050391371, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 72.283 ACRE TRACT OF LAND CONVEYED TO HC SOLTERRA, LLC., AS RECORDED IN COUNTY CLERK’S FILE NO. 202000352309 AND IN COUNTY CLERK’S FILE NO. 202000350279, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A 34.179 ACRE TRACT OF LAND CONVEYED TO HC SOLTERRA, LLC., AS RECORDED IN COUNTY CLERK’S FILE NO. 202000350302, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 417.080 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A PK NAIL FOUND FOR THE WEST CORNER OF SAID “TRACT 8”, SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF FAITHON P. LUCAS SR. BOULEVARD, (A VARIABLE WIDTH) RIGHT-OF-WAY. SAME BEING THE SOUTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK’S FILE NO. 200600248460, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;



THENCE, NORTH 44 DEGREES 22 MINUTES 53 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 8", SAID "TRACT 1", AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE OF FAITON P. LUCAS SR. BOULEVARD, A DISTANCE OF 1629.26 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 51 DEGREES 18 MINUTES 46 SECONDS EAST, OVER AND ACROSS SAID "TRACT 1", AFORESAID "TRACT 10", AFORESAID "TRACT 9", AFORESAID "TRACT 12", AFORESAID "TRACT 4", AFORESAID "TRACT 13", AND AFORESAID "TRACT NO. 2", A DISTANCE OF 5038.71 FEET TO A POINT FOR CORNER ON THE SOUTHEAST LINE OF SAID "TRACT NO. 2" AND THE COMMON NORTHWEST LINE OF AFORESAID 93.910 ACRE TRACT OF LAND;

THENCE, NORTH 44 DEGREES 24 MINUTES 04 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 42.19 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 93.910 ACRE TRACT AND THE COMMON WEST CORNER OF AN 18.674 ACRE TRACT OF LAND CONVEYED TO W.A. RIDGE RANCH, LLC, AS RECORDED IN COUNTY CLERKS FILE NO. 200900124560, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE NORTHEAST LINE OF SAID 93.910 ACRE TRACT AND THE SOUTHWEST LINE OF SAID 18.674 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 43 DEGREES 25 MINUTES 58 SECONDS EAST, A DISTANCE OF 774.12 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 66 DEGREES 55 MINUTES 58 SECONDS EAST, A DISTANCE OF 1509.42 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 93.910 ACRE TRACT, THE EAST CORNER OF SAID 18.674 ACRE TRACT AND THE SOUTH CORNER OF A 93.102 ACRE TRACT OF LAND CONVEYED AS "TRACT II" TO W.A. RIDGE RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070458237, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF LAWSON ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 14 MINUTES 05 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 93.910 ACRE TRACT, AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 1905.91 FEET TO A 1 INCH IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 93.910 ACRE TRACT AND THE COMMON EAST CORNER OF A 9.997 ACRE TRACT OF LAND CONVEYED TO NORMA J. WHITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 2000232614, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS.;

THENCE, NORTH 45 DEGREES 07 MINUTES 20 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 93.910 ACRE TRACT, A DISTANCE OF 2185.14 FEET TO A 1 INCH IRON PIPE FOUND FOR THE WEST CORNER OF SAID 93.910 ACRE TRACT, SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID "TRACT NO. 2";

THENCE, SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHEAST LINE OF "TRACT NO. 2", A DISTANCE OF 820.11 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID "TRACT NO. 2", SAID POINT BEING ON THE NORTHEAST LINE OF A CALLED 23.889 ACRE TRACT OF LAND CONVEYED TO MARC S. ENGLISH, AS RECORDED IN COUNTY CLERK'S FILE NO. 20050848444, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID "TRACT NO. 2" AND THE NORTHEAST LINE OF SAID 23.889 ACRE TRACT, A DISTANCE OF 39.71 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 23.889 ACRE TRACT AND THE COMMON EAST CORNER OF AFORESAID 34.179 ACRE TRACT;

THENCE, SOUTH 44 DEGREES 56 MINUTES 37 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 34.179 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 23.889 ACRE TRACT, A DISTANCE OF 1768.63 FEET TO A POINT FOR THE SOUTH CORNER OF SAID 34.179 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 23.889 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 93248, PAGE 2192, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 27 MINUTES 20 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 34.179 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID CITY OF MESQUITE TRACT, AND THE NORTHWEST LINE OF A 56.542 ACRE TRACT OF LAND CONVEYED TO IH 20 IP, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 201800208658, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1785.44 FEET TO A 1" IRON PIPE FOUND FOR THE WEST CORNER OF SAID 34.179 ACRE TRACT AND THE COMMON SOUTH CORNER OF AFORESAID 50 ACRE TRACT;

THENCE, NORTH 45 DEGREES 23 MINUTES 37 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 50 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 56.542 ACRE TRACT, AND THE NORTHEAST LINE OF A 48.397 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800334776, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1242.86 FEET TO A 5/8" IRON ROD

WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 50 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF MCKENZIE ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 50 ACRE TRACT AND THE SOUTHEAST LINE OF LOT 2, BLOCK 1 OF RALEIGH ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94065, PAGE 7930, MAP RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1757.80 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "DC&A" FOUND FOR THE NORTH CORNER OF SAID 50 ACRE TRACT, SAID POINT BEING ON THE SOUTHWEST LINE OF AFORESAID "TRACT 9";

THENCE, NORTH 45 DEGREES 06 MINUTES 33 SECONDS WEST, ALONG SOUTHWEST LINES OF SAID "TRACT 9", AFORESAID "TRACT 10" AND AFORESAID "TRACT 8", A DISTANCE OF 1947.95 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 18,167,996 SQUARE FEET OR 417.080 ACRES OF LAND.

<b>EXHIBIT P-8 – IMPROVEMENT AREA C-1 LEGAL DESCRIPTION</b>
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**OWNER'S CERTIFICATION**

**STATE OF TEXAS            )(**  
**COUNTY OF DALLAS        )(**

WHEREAS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., IS THE SOLE OWNER OF A 90.988 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 164.659 ACRE TRACT OF LAND, CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 202100185294, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 90.988 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A PK NAIL FOUND FOR THE WEST CORNER OF SAID 164.659 ACRE TRACT AND THE COMMON NORTH CORNER OF A TRACT OF LAND CONVEYED TO BILL EDWARD BLAIR AND MELINDA KAY BLAIR, AS RECORDED IN VOLUME 83050, PAGE 1471, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF FAITHON P. LUCAS SR. BOULEVARD, (A VARIABLE WIDTH RIGHT-OF-WAY), SAME BEING THE SOUTHEAST LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF MESQUITE, AS RECORDED IN COUNTY CLERK'S FILE NO. 200600248460, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 22 MINUTES 53 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 164.659 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID CITY OF MESQUITE TRACT AND THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID FAITHON P. LUCAS SR. BOULEVARD, A DISTANCE OF 1347.27 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 164.659 ACRE TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 57 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 1352.32 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 60 DEGREES 56 MINUTES 27 SECONDS EAST, A DISTANCE OF 633.36 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 46 DEGREES 48 MINUTES 17 SECONDS EAST, A DISTANCE OF 46.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 34 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 527.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 53 MINUTES 27 SECONDS WEST, A DISTANCE OF 1391.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 79 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 176.31 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 28 MINUTES 46 SECONDS, A RADIUS OF 1195.00 FEET, AND A LONG CHORD THAT BEARS NORTH 10 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 57 DEGREES 02 MINUTES 06 SECONDS WEST, A DISTANCE OF 13.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 77 DEGREES 14 MINUTES 02 SECONDS WEST, A DISTANCE OF 220.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 33 DEGREES 08 MINUTES 56 SECONDS WEST, A DISTANCE OF 14.37 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 45 MINUTES 21 SECONDS, A RADIUS OF 955.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 12.60 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 12.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 80 DEGREES 07 MINUTES 11 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 38 MINUTES 02 SECONDS, A RADIUS OF 904.00 FEET, AND A LONG CHORD THAT BEARS NORTH 10 DEGREES 11 MINUTES 50 SECONDS WEST, A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 57 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 13.62 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 33 MINUTES 09 SECONDS, A RADIUS OF 224.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 72 DEGREES 29 MINUTES 30 SECONDS WEST, A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 47 MINUTES 04 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 40 SECONDS, A RADIUS OF 275.50 FEET, AND A LONG CHORD THAT BEARS NORTH 72 DEGREES 48 MINUTES 46 SECONDS EAST, A DISTANCE OF 15.36 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 15.36 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 30 DEGREES 22 MINUTES 33 SECONDS EAST, A DISTANCE OF 14.12 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 22 MINUTES 09 SECONDS, A RADIUS OF 904.00 FEET, AND A

LONG CHORD THAT BEARS NORTH 18 DEGREES 11 MINUTES 58 SECONDS WEST, A DISTANCE OF 100.44 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 100.49 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 30 MINUTES 13 SECONDS, A RADIUS OF 474.50 FEET, AND A LONG CHORD THAT BEARS NORTH 29 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 128.00 FEET;

ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 128.40 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 45.12 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "DC&A" FOUND FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND THE COMMON EAST CORNER OF LOT 2, BLOCK 1 OF RALEIGH ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94065, PAGE 7930, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 06 MINUTES 33 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 164.659 ACRE TRACT, A DISTANCE OF 1947.95 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 90.988 ACRES OF LAND.

## EXHIBIT P-9 – IMPROVEMENT AREA C-2 LEGAL DESCRIPTION

### SOLTERRA SOUTH – ZONE C, PHASE 2 (PID DESCRIPTION)

BEING A 38.882 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 164.659 ACRE TRACT OF LAND, CONVEYED TO KLLB AIV LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202200041048, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 38.882 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A POINT FOR THE WEST CORNER OF SAID 164.659 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF LOT 2, BLOCK 1 OF RALEIGH ESTATES, AN ADDITION TO THE CITY OF MESQUITE, AS RECORDED IN VOLUME 94065, PAGE 7930, MAP RECORDS, DALLAS COUNTY, TEXAS AND THE COMMON NORTHWEST LINE OF A 261.730 ACRE TRACT OF LAND CONVEYED TO HC SOLTERRA, LLC., AS RECORDED IN COUNTY CLERK'S FILE NO. 202100158574, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHWEST CORNER OF SAID 261.730 ACRE TRACT BEARS SOUTH 45 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 1169.14 FEET;

THENCE, NORTH 45 DEGREES 02 MINUTES 08 SECONDS EAST, ALONG SAID COMMON LINE, PASSING AT A DISTANCE OF 588.65 FEET A 1/2" IRON ROD WITH CAP STAMPED "DC&A" FOUND FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND THE COMMON EAST CORNER OF SAID LOT 2, BLOCK 1, CONTINUING OVER AND ACROSS SAID 164.659 ACRE TRACT, IN ALL, A TOTAL DISTANCE OF 633.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET. SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 30 MINUTES 13 SECONDS, A RADIUS OF 474.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 29 DEGREES 08 MINUTES 10 SECONDS EAST, A DISTANCE OF 128.00 FEET; THENCE, CONTINUING OVER AND ACROSS SAID 164.659 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 128.40 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06 DEGREES 22 MINUTES 09 SECONDS, A RADIUS OF 904.00 FEET, AND A



LONG CHORD THAT BEARS SOUTH 18 DEGREES 11 MINUTES 58 SECONDS EAST, A DISTANCE OF 100.44 FEET;

ALONG SAID COMPOUND CURVE TO THE RIGHT, AN ARC DISTANCE OF 100.49 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 30 DEGREES 22 MINUTES 33 SECONDS WEST, A DISTANCE OF 14.12 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 40 SECONDS, A RADIUS OF 275.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 72 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 15.36 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 15.36 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 18 DEGREES 47 MINUTES 04 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 33 MINUTES 09 SECONDS, A RADIUS OF 224.50 FEET, AND A LONG CHORD THAT BEARS NORTH 72 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 57 DEGREES 53 MINUTES 37 SECONDS EAST, A DISTANCE OF 13.62 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 38 MINUTES 02 SECONDS, A RADIUS OF 904.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 11 MINUTES 50 SECONDS EAST, A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 80 DEGREES 07 MINUTES 11 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-

TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 45 MINUTES 21 SECONDS, A RADIUS OF 955.00 FEET, AND A LONG CHORD THAT BEARS NORTH 10 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 12.60 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 12.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 33 DEGREES 08 MINUTES 56 SECONDS EAST, A DISTANCE OF 14.37 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 77 DEGREES 14 MINUTES 02 SECONDS EAST, A DISTANCE OF 220.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 57 DEGREES 02 MINUTES 06 SECONDS EAST, A DISTANCE OF 13.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 28 MINUTES 46 SECONDS, A RADIUS OF 1195.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 10 DEGREES 49 MINUTES 27 SECONDS EAST, A DISTANCE OF 10.00 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 79 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 176.31 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 53 MINUTES 27 SECONDS EAST, A DISTANCE OF 1391.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID SOLTERRA SOUTH, PHASE 1. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 164.659 ACRE TRACT;

THENCE, SOUTH 34 DEGREES 21 MINUTES 47 SECONDS EAST, ALONG SAID NORTHEAST LINE, A DISTANCE OF 527.39 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 164.659 ACRE TRACT;

THENCE, ALONG THE SOUTHEAST LINE OF SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38 DEGREES 41 MINUTES 14 SECONDS WEST, A DISTANCE OF 842.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 18 DEGREES 40 MINUTES 33 SECONDS WEST, A DISTANCE OF 172.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 45 MINUTES 19 SECONDS, A RADIUS OF 474.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 69 DEGREES 26 MINUTES 47 SECONDS EAST, A DISTANCE OF 31.09 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 31.10 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 13 DEGREES 09 MINUTES 05 SECONDS WEST, A DISTANCE OF 76.91 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 21 DEGREES 26 MINUTES 42 SECONDS WEST, A DISTANCE OF 64.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, DEPARTING SAID SOUTHEAST LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 29 DEGREES 23 MINUTES 54 SECONDS WEST, A DISTANCE OF 149.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 60 DEGREES 36 MINUTES 06 SECONDS WEST, A DISTANCE OF 3.05 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 35 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 29 DEGREES 23 MINUTES 54 SECONDS WEST, A DISTANCE OF 18.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19 DEGREES 15 MINUTES 46 SECONDS, A RADIUS OF 310.00 FEET, AND A

LONG CHORD THAT BEARS SOUTH 39 DEGREES 01 MINUTE 47 SECONDS WEST, A DISTANCE OF 103.73 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 104.22 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 48 DEGREES 39 MINUTES 40 SECONDS WEST, A DISTANCE OF 38.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 42 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 48 DEGREES 39 MINUTES 40 SECONDS WEST, A DISTANCE OF 91.90 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 91.90 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 14 DEGREES 20 MINUTES 33 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 03 MINUTES 13 SECONDS WEST, A DISTANCE OF 24.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04 DEGREES 50 MINUTES 06 SECONDS, A RADIUS OF 210.00 FEET, AND A LONG CHORD THAT BEARS NORTH 22 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 17.72 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 17.72 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 33 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 19.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 45 MINUTES 32 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 61 DEGREES 16 MINUTES 10 SECONDS WEST, A DISTANCE OF 254.72 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 256.40 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 29 DEGREES 26 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.47 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 75 DEGREES 48 MINUTES 02 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 57 DEGREES 50 MINUTES 44 SECONDS WEST, A DISTANCE OF 14.47 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 16 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS NORTH 87 DEGREES 06 MINUTES 14 SECONDS WEST, A DISTANCE OF 311.09 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 314.19 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 22 DEGREES 01 MINUTE 14 SECONDS EAST, A DISTANCE OF 6.52 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06 DEGREES 57 MINUTES 42 SECONDS, A RADIUS OF 359.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 38 DEGREES 05 MINUTES 27 SECONDS WEST, A DISTANCE OF 43.59 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 43.62 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 41 DEGREES 34 MINUTES 18 SECONDS WEST, A DISTANCE OF 85.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 19 MINUTES 42 SECONDS, A RADIUS OF 374.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 47 DEGREES 44 MINUTES 09 SECONDS WEST, A DISTANCE OF 80.32 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 80.47 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT;

THENCE, ALONG THE SOUTHWEST LINE OF SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 36 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13 DEGREES 43 MINUTES 30 SECONDS, A RADIUS OF 264.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 45 MINUTES 45 SECONDS WEST, A DISTANCE OF 63.09 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 63.24 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 22 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 152.18 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 57 MINUTES 52 SECONDS WEST, A DISTANCE OF 381.54 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 16.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 57 MINUTES 52 SECONDS WEST, A DISTANCE OF 231.98 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 38.882 ACRES OF LAND.

**THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.**

## EXHIBIT P-10 – IMPROVEMENT AREA C-3 LEGAL DESCRIPTION

### TRACT 1 – PHASE 3A

BEING A 5.478 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 164.659 ACRE TRACT OF LAND, CONVEYED TO KLLB AIV LLC, AS RECORDED IN COUNTY CLERK'S FILE NO.202200041048, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 5.478 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET. SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17 DEGREES 29 MINUTES 31 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 81 DEGREES 54 MINUTES 21 SECONDS EAST, A DISTANCE OF 196.30 FEET;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG THE SOUTH LINE OF SAID SOLTERRA SOUTH, PHASE 2 AND ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 197.07 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, DEPARTING THE SOUTH LINE OF SAID SOLTERRA SOUTH, PHASE 2, A DISTANCE OF 395.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 25.33 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, PASSING AT A DISTANCE OF 120.00 FEET AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF A 237.562

ACRE TRACT OF LAND CONVEYED TO SOLTERRA SOUTH, LLC AS RECORDED IN COUNTY CLERK'S FILE NO. 202100180730, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 164.659 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 237.562 ACRE TRACT OF LAND, IN ALL A TOTAL DISTANCE OF 342.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

THENCE, ALONG THE COMMON LINES OF SAID 164.659 ACRE TRACT AND SAID 237.562 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 58.42 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 02 MINUTES 44 SECONDS, A RADIUS OF 275.50 FEET, AND A LONG CHORD THAT BEARS NORTH 14 DEGREES 02 MINUTES 50 SECONDS WEST, A DISTANCE OF 57.81 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 57.92 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 08 DEGREES 01 MINUTES 28 SECONDS WEST, A DISTANCE OF 14.47 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 47 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 15.37 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 121.93 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 14.92 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 17 DEGREES 33 MINUTES 04 SECONDS WEST, A DISTANCE OF 93.79 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF



A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 44 MINUTES 09 SECONDS, A RADIUS OF 200.00 FEET, AND A LONG CHORD THAT BEARS NORTH 55 DEGREES 31 MINUTES 28 SECONDS EAST, A DISTANCE OF 20.01 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 20.02 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 28 DEGREES 12 MINUTES 00 SECONDS WEST, A DISTANCE OF 34.62 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 51 DEGREES 26 MINUTES 57 SECONDS EAST, A DISTANCE OF 70.88 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 38 MINUTES 46 SECONDS, A RADIUS OF 209.50 FEET, AND A LONG CHORD THAT BEARS NORTH 33 DEGREES 11 MINUTES 53 SECONDS WEST, A DISTANCE OF 78.68 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 79.15 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 22 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 21.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 67 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 122.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 51 MINUTES 40 SECONDS, A RADIUS OF 374.00 FEET, AND A LONG CHORD THAT BEARS NORTH 54 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 167.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, PASSING AT AN ARC DISTANCE OF 89.59 FEET A SOUTHWEST CORNER OF AFORESAID SOLTERRA SOUTH, PHASE 2, AND CONTINUING ALONG THE SOUTH LINE OF SAID SOLTERRA SOUTH, PHASE 2 IN ALL A TOTAL ARC DISTANCE OF 168.81 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 41 DEGREES 34 MINUTES 18 SECONDS EAST, A DISTANCE OF 85.38 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 57 MINUTES 42 SECONDS, A RADIUS OF 359.00 FEET, AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 43.59 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 43.62 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET CORNER;

NORTH 22 DEGREES 01 MINUTES 14 SECONDS WEST, A DISTANCE OF 6.52 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 5.478 ACRES OF LAND.

## **TRACT 2 (PHASE 3B)**

BEING A 29.312 ACRE TRACT OF LAND SITUATED IN THE J. ANDERSON SURVEY, ABSTRACT NO. 1, CITY OF MESQUITE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 164.659 ACRE TRACT OF LAND, CONVEYED TO KLLB AIV LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202200041048, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 29.312 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387) AND DALLAS CORS ARP (PID-DF8984), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF A 237.562 ACRE TRACT OF LAND CONVEYED TO SOLTERRA SOUTH, LLC AS RECORDED IN COUNTY CLERK'S FILE NO. 202100180730, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 164.659 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 69 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 25.33 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 171.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 395.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER. SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10 DEGREES 23 MINUTES 45 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS NORTH 84 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 116.96 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 164.659 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 117.12 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 57 DEGREES 50 MINUTES 44 SECONDS EAST, A DISTANCE OF 14.47 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 75 DEGREES 48 MINUTES 02 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 26 MINUTES 48 SECONDS EAST, A DISTANCE OF 14.47 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 47 MINUTES 31 SECONDS, A RADIUS OF 645.50 FEET, AND A LONG CHORD THAT BEARS NORTH 61 DEGREES 15 MINUTES 11 SECONDS EAST, A DISTANCE OF 255.09 FEET

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 256.78 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 32 DEGREES 54 MINUTES 30 SECONDS EAST, A DISTANCE OF 19.64 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF

A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 12 MINUTES 11 SECONDS, A RADIUS OF 200.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 22 DEGREES 09 MINUTES 18 SECONDS EAST, A DISTANCE OF 14.67 FEET

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 14.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 03 MINUTES 13 SECONDS EAST, A DISTANCE OF 28.15 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 03 MINUTES 12 SECONDS EAST, A DISTANCE OF 91.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 48 DEGREES 39 MINUTES 40 SECONDS EAST, A DISTANCE OF 91.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 42 DEGREES 57 MINUTES 02 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 48 DEGREES 39 MINUTES 40 SECONDS EAST, A DISTANCE OF 38.85 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19 DEGREES 15 MINUTES 46 SECONDS, A RADIUS OF 310.00 FEET, AND A LONG CHORD THAT BEARS NORTH 39 DEGREES 01 MINUTES 47 SECONDS EAST, A DISTANCE OF 103.73 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 104.22 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 23 MINUTES 54 SECONDS EAST, A DISTANCE OF 18.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 35 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 60 DEGREES 36 MINUTES 06 SECONDS EAST, A DISTANCE OF 3.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 29 DEGREES 23 MINUTES 54 SECONDS EAST, A DISTANCE OF 149.58 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 21 DEGREES 26 MINUTES 42 SECONDS EAST, A DISTANCE OF 20.35 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 164.659 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 237.562 ACRE TRACT;

THENCE, ALONG THE COMMON LINES OF SAID 164.659 ACRE TRACT AND SAID 237.562 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 61 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 52.83 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 60 DEGREES 36 MINUTES 06 SECONDS EAST, A DISTANCE OF 102.69 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 57 DEGREES 16 MINUTES 13 SECONDS EAST, A DISTANCE OF 54.75 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 54 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 52 DEGREES 16 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 49 DEGREES 33 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 46 DEGREES 50 MINUTES 19 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 44 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 41 DEGREES 24 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 38 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 35 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 54.74 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 33 DEGREES 20 MINUTES 46 SECONDS EAST, A DISTANCE OF 53.63 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 50 DEGREES 46 MINUTES 38 SECONDS EAST, A DISTANCE OF 113.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 39 DEGREES 13 MINUTES 22 SECONDS WEST, A DISTANCE OF 249.23 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 13 MINUTES 11 SECONDS, A RADIUS OF 209.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 32 DEGREES 36 MINUTES 46 SECONDS WEST, A DISTANCE OF 48.23 FEET

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 48.34 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 61 DEGREES 32 MINUTES 25 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 22 DEGREES 43 MINUTES 09 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 73 DEGREES 01 MINUTES 17 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39 DEGREES 30 MINUTES 20 SECONDS, A RADIUS OF 209.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 19 MINUTES 02 SECONDS EAST, A DISTANCE OF 141.61 FEET

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 144.45 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 67.18 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 21 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 24 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 205.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 270.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;



NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 21 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 24 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 305.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 130.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 25 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 55 MINUTES 48 SECONDS EAST, A DISTANCE OF 32.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED" LJA SURVEYING" SET FOR CORNER;

NORTH 20 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 305.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 29.312 ACRES OF LAND.

**THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.**

**APPENDIX A – ENGINEER’S REPORT**

[Developers to Provide]

[Remainder of page left intentionally blank.]

## APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix and can be accessed at [www.p3-works.com](http://www.p3-works.com) property search:

### Improvement Area A-1.1

- Improvement Area A-1.1 Initial Parcel
- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4

### Improvement Area A-1.2

- Improvement Area A-1.2 Initial Parcel
- Lot Type 5
- Lot Type 6
- Lot Type 7
- Lot Type 8

### Improvement Area A-1.3

- Improvement Area A-1.3 Initial Parcel
- Lot Type 9

### Improvement Area C-1

- Improvement Area C-1 Initial Parcel
- Lot Type 10
- Lot Type 11

### Improvement Area C-2

- Improvement Area C-2 Initial Parcel
- Lot Type 12
- Lot Type 13

### Improvement Area C-3

- Improvement Area C-3 Initial Parcel
- Lot Type 14
- Lot Type 15

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.1 INITIAL  
PARCEL BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.1 INITIAL PARCEL PRINCIPAL ASSESSMENT:  
\$11,430,000.00**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

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§

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

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

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

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

§  
§  
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COUNTY OF \_\_\_\_\_

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

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

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

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

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.1 INITIAL PARCEL

Annual Installment Due 1/31	Principal		Additional Interest		Reserve Fund <sup>[b]</sup>	Annual Collection		Annual Installment <sup>[c]</sup>
	Principal	Interest <sup>[a]</sup>	Interest			Costs		
2024	\$ 130,000.00	\$ 742,950.00	\$ 57,150.00	\$ -	\$ 40,000.00	\$ 970,100.00		
2025	\$ 140,000.00	\$ 734,500.00	\$ 56,500.00	\$ -	\$ 40,800.00	\$ 971,800.00		
2026	\$ 150,000.00	\$ 725,400.00	\$ 55,800.00	\$ -	\$ 41,616.00	\$ 972,816.00		
2027	\$ 160,000.00	\$ 715,650.00	\$ 55,050.00	\$ -	\$ 42,448.32	\$ 973,148.32		
2028	\$ 170,000.00	\$ 705,250.00	\$ 54,250.00	\$ -	\$ 43,297.29	\$ 972,797.29		
2029	\$ 180,000.00	\$ 694,200.00	\$ 53,400.00	\$ -	\$ 44,163.23	\$ 971,763.23		
2030	\$ 195,000.00	\$ 682,500.00	\$ 52,500.00	\$ -	\$ 45,046.50	\$ 975,046.50		
2031	\$ 205,000.00	\$ 669,825.00	\$ 51,525.00	\$ -	\$ 45,947.43	\$ 972,297.43		
2032	\$ 220,000.00	\$ 656,500.00	\$ 50,500.00	\$ -	\$ 46,866.38	\$ 973,866.38		
2033	\$ 235,000.00	\$ 642,200.00	\$ 49,400.00	\$ -	\$ 47,803.70	\$ 974,403.70		
2034	\$ 250,000.00	\$ 626,925.00	\$ 48,225.00	\$ -	\$ 48,759.78	\$ 973,909.78		
2035	\$ 265,000.00	\$ 610,675.00	\$ 46,975.00	\$ -	\$ 49,734.97	\$ 972,384.97		
2036	\$ 280,000.00	\$ 593,450.00	\$ 45,650.00	\$ -	\$ 50,729.67	\$ 969,829.67		
2037	\$ 300,000.00	\$ 575,250.00	\$ 44,250.00	\$ -	\$ 51,744.27	\$ 971,244.27		
2038	\$ 320,000.00	\$ 555,750.00	\$ 42,750.00	\$ -	\$ 52,779.15	\$ 971,279.15		
2039	\$ 340,000.00	\$ 534,950.00	\$ 41,150.00	\$ -	\$ 53,834.73	\$ 969,934.73		
2040	\$ 365,000.00	\$ 512,850.00	\$ 39,450.00	\$ -	\$ 54,911.43	\$ 972,211.43		
2041	\$ 385,000.00	\$ 489,125.00	\$ 37,625.00	\$ -	\$ 56,009.66	\$ 967,759.66		
2042	\$ 410,000.00	\$ 464,100.00	\$ 35,700.00	\$ -	\$ 57,129.85	\$ 966,929.85		
2043	\$ 440,000.00	\$ 437,450.00	\$ 33,650.00	\$ -	\$ 58,272.45	\$ 969,372.45		
2044	\$ 465,000.00	\$ 408,850.00	\$ 31,450.00	\$ -	\$ 59,437.90	\$ 964,737.90		
2045	\$ 495,000.00	\$ 378,625.00	\$ 29,125.00	\$ -	\$ 60,626.65	\$ 963,376.65		
2046	\$ 530,000.00	\$ 346,450.00	\$ 26,650.00	\$ -	\$ 61,839.19	\$ 964,939.19		
2047	\$ 565,000.00	\$ 312,000.00	\$ 24,000.00	\$ -	\$ 63,075.97	\$ 964,075.97		
2048	\$ 600,000.00	\$ 275,275.00	\$ 21,175.00	\$ -	\$ 64,337.49	\$ 960,787.49		
2049	\$ 640,000.00	\$ 236,275.00	\$ 18,175.00	\$ -	\$ 65,624.24	\$ 960,074.24		
2050	\$ 680,000.00	\$ 194,675.00	\$ 14,975.00	\$ -	\$ 66,936.72	\$ 956,586.72		
2051	\$ 725,000.00	\$ 150,475.00	\$ 11,575.00	\$ -	\$ 68,275.46	\$ 955,325.46		
2052	\$ 770,000.00	\$ 103,350.00	\$ 7,950.00	\$ -	\$ 69,640.97	\$ 950,940.97		
2053	\$ 820,000.00	\$ 53,300.00	\$ 4,100.00	\$ (877,850.00)	\$ 71,033.79	\$ 70,583.79		
<b>Total</b>	<b>\$ 11,430,000.00</b>	<b>\$ 14,828,775.00</b>	<b>\$ 1,140,675.00</b>	<b>\$ (877,850.00)</b>	<b>\$ 1,622,723.17</b>	<b>\$ 28,144,323.17</b>		

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

[c] 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.

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.1 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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$32,838.43**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

§

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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

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

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

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

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.1 LOT TYPE 1**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Reserve Fund<sup>[b]</sup></b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[c]</sup></b>
2024	\$ 373.49	\$ 2,134.50	\$ 164.19	\$ -	\$ 114.92	\$ 2,787.10
2025	\$ 402.22	\$ 2,110.22	\$ 162.32	\$ -	\$ 117.22	\$ 2,791.98
2026	\$ 430.95	\$ 2,084.08	\$ 160.31	\$ -	\$ 119.56	\$ 2,794.90
2027	\$ 459.68	\$ 2,056.06	\$ 158.16	\$ -	\$ 121.95	\$ 2,795.86
2028	\$ 488.41	\$ 2,026.19	\$ 155.86	\$ -	\$ 124.39	\$ 2,794.85
2029	\$ 517.14	\$ 1,994.44	\$ 153.42	\$ -	\$ 126.88	\$ 2,791.88
2030	\$ 560.24	\$ 1,960.82	\$ 150.83	\$ -	\$ 129.42	\$ 2,801.31
2031	\$ 588.97	\$ 1,924.41	\$ 148.03	\$ -	\$ 132.01	\$ 2,793.41
2032	\$ 632.06	\$ 1,886.13	\$ 145.09	\$ -	\$ 134.65	\$ 2,797.92
2033	\$ 675.16	\$ 1,845.04	\$ 141.93	\$ -	\$ 137.34	\$ 2,799.47
2034	\$ 718.25	\$ 1,801.16	\$ 138.55	\$ -	\$ 140.09	\$ 2,798.05
2035	\$ 761.35	\$ 1,754.47	\$ 134.96	\$ -	\$ 142.89	\$ 2,793.67
2036	\$ 804.44	\$ 1,704.98	\$ 131.15	\$ -	\$ 145.75	\$ 2,786.32
2037	\$ 861.90	\$ 1,652.70	\$ 127.13	\$ -	\$ 148.66	\$ 2,790.39
2038	\$ 919.36	\$ 1,596.67	\$ 122.82	\$ -	\$ 151.63	\$ 2,790.49
2039	\$ 976.82	\$ 1,536.91	\$ 118.22	\$ -	\$ 154.67	\$ 2,786.63
2040	\$ 1,048.65	\$ 1,473.42	\$ 113.34	\$ -	\$ 157.76	\$ 2,793.17
2041	\$ 1,106.11	\$ 1,405.26	\$ 108.10	\$ -	\$ 160.92	\$ 2,780.38
2042	\$ 1,177.93	\$ 1,333.36	\$ 102.57	\$ -	\$ 164.13	\$ 2,777.99
2043	\$ 1,264.12	\$ 1,256.80	\$ 96.68	\$ -	\$ 167.42	\$ 2,785.01
2044	\$ 1,335.95	\$ 1,174.63	\$ 90.36	\$ -	\$ 170.77	\$ 2,771.70
2045	\$ 1,422.14	\$ 1,087.79	\$ 83.68	\$ -	\$ 174.18	\$ 2,767.78
2046	\$ 1,522.69	\$ 995.35	\$ 76.57	\$ -	\$ 177.66	\$ 2,772.27
2047	\$ 1,623.25	\$ 896.38	\$ 68.95	\$ -	\$ 181.22	\$ 2,769.79
2048	\$ 1,723.80	\$ 790.87	\$ 60.84	\$ -	\$ 184.84	\$ 2,760.35
2049	\$ 1,838.72	\$ 678.82	\$ 52.22	\$ -	\$ 188.54	\$ 2,758.30
2050	\$ 1,953.64	\$ 559.30	\$ 43.02	\$ -	\$ 192.31	\$ 2,748.28
2051	\$ 2,082.93	\$ 432.32	\$ 33.26	\$ -	\$ 196.16	\$ 2,744.65
2052	\$ 2,212.21	\$ 296.92	\$ 22.84	\$ -	\$ 200.08	\$ 2,732.06
2053	\$ 2,355.86	\$ 153.13	\$ 11.78	\$ (2,522.07)	\$ 204.08	\$ 202.79
<b>Total</b>	<b>\$ 32,838.43</b>	<b>\$ 42,603.12</b>	<b>\$ 3,277.16</b>	<b>\$ (2,522.07)</b>	<b>\$ 4,662.09</b>	<b>\$ 80,858.74</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

[c] 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.



**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.1 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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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STREET ADDRESS

**IMPROVEMENT AREA A-1.1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$37,012.81**

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

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

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

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.

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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

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

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

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

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

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

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

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

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

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

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.1 LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Reserve Fund <sup>[b]</sup>	Annual Collection Costs	Annual Installment <sup>[c]</sup>
2024	\$ 420.97	\$ 2,405.83	\$ 185.06	\$ -	\$ 129.53	\$ 3,141.39
2025	\$ 453.35	\$ 2,378.47	\$ 182.96	\$ -	\$ 132.12	\$ 3,146.90
2026	\$ 485.73	\$ 2,349.00	\$ 180.69	\$ -	\$ 134.76	\$ 3,150.19
2027	\$ 518.11	\$ 2,317.43	\$ 178.26	\$ -	\$ 137.46	\$ 3,151.26
2028	\$ 550.50	\$ 2,283.75	\$ 175.67	\$ -	\$ 140.21	\$ 3,150.13
2029	\$ 582.88	\$ 2,247.97	\$ 172.92	\$ -	\$ 143.01	\$ 3,146.78
2030	\$ 631.45	\$ 2,210.08	\$ 170.01	\$ -	\$ 145.87	\$ 3,157.41
2031	\$ 663.83	\$ 2,169.04	\$ 166.85	\$ -	\$ 148.79	\$ 3,148.51
2032	\$ 712.41	\$ 2,125.89	\$ 163.53	\$ -	\$ 151.76	\$ 3,153.59
2033	\$ 760.98	\$ 2,079.58	\$ 159.97	\$ -	\$ 154.80	\$ 3,155.33
2034	\$ 809.55	\$ 2,030.12	\$ 156.16	\$ -	\$ 157.89	\$ 3,153.73
2035	\$ 858.13	\$ 1,977.50	\$ 152.12	\$ -	\$ 161.05	\$ 3,148.79
2036	\$ 906.70	\$ 1,921.72	\$ 147.82	\$ -	\$ 164.27	\$ 3,140.52
2037	\$ 971.46	\$ 1,862.78	\$ 143.29	\$ -	\$ 167.56	\$ 3,145.10
2038	\$ 1,036.23	\$ 1,799.64	\$ 138.43	\$ -	\$ 170.91	\$ 3,145.21
2039	\$ 1,100.99	\$ 1,732.28	\$ 133.25	\$ -	\$ 174.33	\$ 3,140.86
2040	\$ 1,181.95	\$ 1,660.72	\$ 127.75	\$ -	\$ 177.82	\$ 3,148.23
2041	\$ 1,246.71	\$ 1,583.89	\$ 121.84	\$ -	\$ 181.37	\$ 3,133.81
2042	\$ 1,327.67	\$ 1,502.86	\$ 115.60	\$ -	\$ 185.00	\$ 3,131.13
2043	\$ 1,424.81	\$ 1,416.56	\$ 108.97	\$ -	\$ 188.70	\$ 3,139.04
2044	\$ 1,505.77	\$ 1,323.94	\$ 101.84	\$ -	\$ 192.47	\$ 3,124.03
2045	\$ 1,602.92	\$ 1,226.07	\$ 94.31	\$ -	\$ 196.32	\$ 3,119.62
2046	\$ 1,716.25	\$ 1,121.88	\$ 86.30	\$ -	\$ 200.25	\$ 3,124.68
2047	\$ 1,829.59	\$ 1,010.32	\$ 77.72	\$ -	\$ 204.25	\$ 3,121.89
2048	\$ 1,942.93	\$ 891.40	\$ 68.57	\$ -	\$ 208.34	\$ 3,111.24
2049	\$ 2,072.46	\$ 765.11	\$ 58.85	\$ -	\$ 212.51	\$ 3,108.93
2050	\$ 2,201.99	\$ 630.40	\$ 48.49	\$ -	\$ 216.76	\$ 3,097.63
2051	\$ 2,347.71	\$ 487.27	\$ 37.48	\$ -	\$ 221.09	\$ 3,093.55
2052	\$ 2,493.43	\$ 334.67	\$ 25.74	\$ -	\$ 225.51	\$ 3,079.35
2053	\$ 2,655.34	\$ 172.60	\$ 13.28	\$ (2,842.67)	\$ 230.02	\$ 228.57
<b>Total</b>	<b>\$ 37,012.81</b>	<b>\$ 48,018.77</b>	<b>\$ 3,693.75</b>	<b>\$ (2,842.67)</b>	<b>\$ 5,254.73</b>	<b>\$ 91,137.39</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

[c] 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.

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.1 LOT  
TYPE 3 BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$42,856.93**

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

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

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

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

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



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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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

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

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

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

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

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

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

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

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

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

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.1 LOT TYPE 3**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Reserve Fund<sup>[b]</sup></b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[c]</sup></b>
2024	\$ 487.44	\$ 2,785.70	\$ 214.28	\$ -	\$ 149.98	\$ 3,637.40
2025	\$ 524.93	\$ 2,754.02	\$ 211.85	\$ -	\$ 152.98	\$ 3,643.78
2026	\$ 562.43	\$ 2,719.90	\$ 209.22	\$ -	\$ 156.04	\$ 3,647.59
2027	\$ 599.92	\$ 2,683.34	\$ 206.41	\$ -	\$ 159.16	\$ 3,648.83
2028	\$ 637.42	\$ 2,644.34	\$ 203.41	\$ -	\$ 162.34	\$ 3,647.52
2029	\$ 674.91	\$ 2,602.91	\$ 200.22	\$ -	\$ 165.59	\$ 3,643.64
2030	\$ 731.16	\$ 2,559.04	\$ 196.85	\$ -	\$ 168.90	\$ 3,655.95
2031	\$ 768.65	\$ 2,511.52	\$ 193.19	\$ -	\$ 172.28	\$ 3,645.64
2032	\$ 824.89	\$ 2,461.56	\$ 189.35	\$ -	\$ 175.73	\$ 3,651.52
2033	\$ 881.14	\$ 2,407.94	\$ 185.23	\$ -	\$ 179.24	\$ 3,653.54
2034	\$ 937.38	\$ 2,350.66	\$ 180.82	\$ -	\$ 182.83	\$ 3,651.69
2035	\$ 993.62	\$ 2,289.73	\$ 176.13	\$ -	\$ 186.48	\$ 3,645.97
2036	\$ 1,049.86	\$ 2,225.15	\$ 171.17	\$ -	\$ 190.21	\$ 3,636.39
2037	\$ 1,124.85	\$ 2,156.91	\$ 165.92	\$ -	\$ 194.02	\$ 3,641.69
2038	\$ 1,199.84	\$ 2,083.79	\$ 160.29	\$ -	\$ 197.90	\$ 3,641.82
2039	\$ 1,274.83	\$ 2,005.80	\$ 154.29	\$ -	\$ 201.85	\$ 3,636.78
2040	\$ 1,368.57	\$ 1,922.94	\$ 147.92	\$ -	\$ 205.89	\$ 3,645.32
2041	\$ 1,443.56	\$ 1,833.98	\$ 141.08	\$ -	\$ 210.01	\$ 3,628.63
2042	\$ 1,537.30	\$ 1,740.15	\$ 133.86	\$ -	\$ 214.21	\$ 3,625.52
2043	\$ 1,649.79	\$ 1,640.22	\$ 126.17	\$ -	\$ 218.49	\$ 3,634.67
2044	\$ 1,743.52	\$ 1,532.99	\$ 117.92	\$ -	\$ 222.86	\$ 3,617.30
2045	\$ 1,856.01	\$ 1,419.66	\$ 109.20	\$ -	\$ 227.32	\$ 3,612.19
2046	\$ 1,987.24	\$ 1,299.02	\$ 99.92	\$ -	\$ 231.87	\$ 3,618.05
2047	\$ 2,118.47	\$ 1,169.85	\$ 89.99	\$ -	\$ 236.50	\$ 3,614.82
2048	\$ 2,249.71	\$ 1,032.15	\$ 79.40	\$ -	\$ 241.23	\$ 3,602.49
2049	\$ 2,399.69	\$ 885.92	\$ 68.15	\$ -	\$ 246.06	\$ 3,599.81
2050	\$ 2,549.67	\$ 729.94	\$ 56.15	\$ -	\$ 250.98	\$ 3,586.73
2051	\$ 2,718.40	\$ 564.21	\$ 43.40	\$ -	\$ 256.00	\$ 3,582.01
2052	\$ 2,887.13	\$ 387.51	\$ 29.81	\$ -	\$ 261.12	\$ 3,565.57
2053	\$ 3,074.60	\$ 199.85	\$ 15.37	\$ (3,291.51)	\$ 266.34	\$ 264.65
<b>Total</b>	<b>\$ 42,856.93</b>	<b>\$ 55,600.69</b>	<b>\$ 4,276.98</b>	<b>\$ (3,291.51)</b>	<b>\$ 6,084.42</b>	<b>\$ 105,527.51</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

[c] 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.

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.1 LOT  
TYPE 4 BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.1 LOT TYPE 4 PRINCIPAL ASSESSMENT: \$49,535.94**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

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

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

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

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



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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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

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

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

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

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.1 LOT TYPE 4**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Reserve Fund<sup>[b]</sup></b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[c]</sup></b>
2024	\$ 563.40	\$ 3,219.84	\$ 247.68	\$ -	\$ 173.35	\$ 4,204.27
2025	\$ 606.74	\$ 3,183.21	\$ 244.86	\$ -	\$ 176.82	\$ 4,211.64
2026	\$ 650.08	\$ 3,143.78	\$ 241.83	\$ -	\$ 180.36	\$ 4,216.04
2027	\$ 693.42	\$ 3,101.52	\$ 238.58	\$ -	\$ 183.96	\$ 4,217.48
2028	\$ 736.75	\$ 3,056.45	\$ 235.11	\$ -	\$ 187.64	\$ 4,215.96
2029	\$ 780.09	\$ 3,008.56	\$ 231.43	\$ -	\$ 191.40	\$ 4,211.48
2030	\$ 845.10	\$ 2,957.85	\$ 227.53	\$ -	\$ 195.22	\$ 4,225.71
2031	\$ 888.44	\$ 2,902.92	\$ 223.30	\$ -	\$ 199.13	\$ 4,213.79
2032	\$ 953.45	\$ 2,845.17	\$ 218.86	\$ -	\$ 203.11	\$ 4,220.59
2033	\$ 1,018.46	\$ 2,783.20	\$ 214.09	\$ -	\$ 207.17	\$ 4,222.92
2034	\$ 1,083.46	\$ 2,717.00	\$ 209.00	\$ -	\$ 211.32	\$ 4,220.78
2035	\$ 1,148.47	\$ 2,646.58	\$ 203.58	\$ -	\$ 215.54	\$ 4,214.17
2036	\$ 1,213.48	\$ 2,571.92	\$ 197.84	\$ -	\$ 219.85	\$ 4,203.10
2037	\$ 1,300.16	\$ 2,493.05	\$ 191.77	\$ -	\$ 224.25	\$ 4,209.23
2038	\$ 1,386.83	\$ 2,408.54	\$ 185.27	\$ -	\$ 228.74	\$ 4,209.38
2039	\$ 1,473.51	\$ 2,318.39	\$ 178.34	\$ -	\$ 233.31	\$ 4,203.55
2040	\$ 1,581.86	\$ 2,222.62	\$ 170.97	\$ -	\$ 237.98	\$ 4,213.42
2041	\$ 1,668.53	\$ 2,119.80	\$ 163.06	\$ -	\$ 242.74	\$ 4,194.13
2042	\$ 1,776.88	\$ 2,011.34	\$ 154.72	\$ -	\$ 247.59	\$ 4,190.53
2043	\$ 1,906.90	\$ 1,895.84	\$ 145.83	\$ -	\$ 252.54	\$ 4,201.12
2044	\$ 2,015.24	\$ 1,771.90	\$ 136.30	\$ -	\$ 257.60	\$ 4,181.03
2045	\$ 2,145.26	\$ 1,640.90	\$ 126.22	\$ -	\$ 262.75	\$ 4,175.13
2046	\$ 2,296.94	\$ 1,501.46	\$ 115.50	\$ -	\$ 268.00	\$ 4,181.90
2047	\$ 2,448.63	\$ 1,352.16	\$ 104.01	\$ -	\$ 273.36	\$ 4,178.16
2048	\$ 2,600.31	\$ 1,193.00	\$ 91.77	\$ -	\$ 278.83	\$ 4,163.91
2049	\$ 2,773.67	\$ 1,023.98	\$ 78.77	\$ -	\$ 284.41	\$ 4,160.82
2050	\$ 2,947.02	\$ 843.69	\$ 64.90	\$ -	\$ 290.09	\$ 4,145.71
2051	\$ 3,142.04	\$ 652.14	\$ 50.16	\$ -	\$ 295.90	\$ 4,140.24
2052	\$ 3,337.07	\$ 447.90	\$ 34.45	\$ -	\$ 301.81	\$ 4,121.24
2053	\$ 3,553.76	\$ 230.99	\$ 17.77	\$ (3,804.47)	\$ 307.85	\$ 305.90
<b>Total</b>	<b>\$ 49,535.94</b>	<b>\$ 64,265.73</b>	<b>\$ 4,943.52</b>	<b>\$ (3,804.47)</b>	<b>\$ 7,032.64</b>	<b>\$ 121,973.35</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

[c] 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.

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.2 INITIAL  
PARCEL BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.2 INITIAL PARCEL PRINCIPAL ASSESSMENT:  
\$18,565,000.00**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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

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

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

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

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

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§  
§

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

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

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

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

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

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.2 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Reserve Fund	Annual Collection Costs	Annual Installment <sup>[b]</sup>
2024	\$ 215,000.00	\$ 1,206,725.00	\$ 92,825.00	\$ -	\$ 40,000.00	\$ 1,554,550.00
2025	\$ 230,000.00	\$ 1,192,750.00	\$ 91,750.00	\$ -	\$ 40,800.00	\$ 1,555,300.00
2026	\$ 245,000.00	\$ 1,177,800.00	\$ 90,600.00	\$ -	\$ 41,616.00	\$ 1,555,016.00
2027	\$ 260,000.00	\$ 1,161,875.00	\$ 89,375.00	\$ -	\$ 42,448.32	\$ 1,553,698.32
2028	\$ 275,000.00	\$ 1,144,975.00	\$ 88,075.00	\$ -	\$ 43,297.29	\$ 1,551,347.29
2029	\$ 295,000.00	\$ 1,127,100.00	\$ 86,700.00	\$ -	\$ 44,163.23	\$ 1,552,963.23
2030	\$ 315,000.00	\$ 1,107,925.00	\$ 85,225.00	\$ -	\$ 45,046.50	\$ 1,553,196.50
2031	\$ 335,000.00	\$ 1,087,450.00	\$ 83,650.00	\$ -	\$ 45,947.43	\$ 1,552,047.43
2032	\$ 355,000.00	\$ 1,065,675.00	\$ 81,975.00	\$ -	\$ 46,866.38	\$ 1,549,516.38
2033	\$ 380,000.00	\$ 1,042,600.00	\$ 80,200.00	\$ -	\$ 47,803.70	\$ 1,550,603.70
2034	\$ 405,000.00	\$ 1,017,900.00	\$ 78,300.00	\$ -	\$ 48,759.78	\$ 1,549,959.78
2035	\$ 430,000.00	\$ 991,575.00	\$ 76,275.00	\$ -	\$ 49,734.97	\$ 1,547,584.97
2036	\$ 455,000.00	\$ 963,625.00	\$ 74,125.00	\$ -	\$ 50,729.67	\$ 1,543,479.67
2037	\$ 485,000.00	\$ 934,050.00	\$ 71,850.00	\$ -	\$ 51,744.27	\$ 1,542,644.27
2038	\$ 520,000.00	\$ 902,525.00	\$ 69,425.00	\$ -	\$ 52,779.15	\$ 1,544,729.15
2039	\$ 555,000.00	\$ 868,725.00	\$ 66,825.00	\$ -	\$ 53,834.73	\$ 1,544,384.73
2040	\$ 590,000.00	\$ 832,650.00	\$ 64,050.00	\$ -	\$ 54,911.43	\$ 1,541,611.43
2041	\$ 625,000.00	\$ 794,300.00	\$ 61,100.00	\$ -	\$ 56,009.66	\$ 1,536,409.66
2042	\$ 670,000.00	\$ 753,675.00	\$ 57,975.00	\$ -	\$ 57,129.85	\$ 1,538,779.85
2043	\$ 710,000.00	\$ 710,125.00	\$ 54,625.00	\$ -	\$ 58,272.45	\$ 1,533,022.45
2044	\$ 755,000.00	\$ 663,975.00	\$ 51,075.00	\$ -	\$ 59,437.90	\$ 1,529,487.90
2045	\$ 805,000.00	\$ 614,900.00	\$ 47,300.00	\$ -	\$ 60,626.65	\$ 1,527,826.65
2046	\$ 860,000.00	\$ 562,575.00	\$ 43,275.00	\$ -	\$ 61,839.19	\$ 1,527,689.19
2047	\$ 915,000.00	\$ 506,675.00	\$ 38,975.00	\$ -	\$ 63,075.97	\$ 1,523,725.97
2048	\$ 975,000.00	\$ 447,200.00	\$ 34,400.00	\$ -	\$ 64,337.49	\$ 1,520,937.49
2049	\$ 1,035,000.00	\$ 383,825.00	\$ 29,525.00	\$ -	\$ 65,624.24	\$ 1,513,974.24
2050	\$ 1,105,000.00	\$ 316,550.00	\$ 24,350.00	\$ -	\$ 66,936.72	\$ 1,512,836.72
2051	\$ 1,175,000.00	\$ 244,725.00	\$ 18,825.00	\$ -	\$ 68,275.46	\$ 1,506,825.46
2052	\$ 1,255,000.00	\$ 168,350.00	\$ 12,950.00	\$ -	\$ 69,640.97	\$ 1,505,940.97
2053	\$ 1,335,000.00	\$ 86,775.00	\$ 6,675.00	\$ (1,423,725.00)	\$ 71,033.79	\$ 75,758.79
<b>Total</b>	<b>\$ 18,565,000.00</b>	<b>\$ 24,079,575.00</b>	<b>\$ 1,852,275.00</b>	<b>\$ (1,423,725.00)</b>	<b>\$ 1,622,723.17</b>	<b>\$ 44,695,848.17</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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



**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.2 LOT  
TYPE 5 BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.2 LOT TYPE 5 PRINCIPAL ASSESSMENT: \$39,047.13**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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

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

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

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

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.2 LOT TYPE 5**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Reserve Fund</b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[b]</sup></b>
2024	\$ 452.20	\$ 2,538.06	\$ 195.24	\$ -	\$ 84.13	\$ 3,269.63
2025	\$ 483.75	\$ 2,508.67	\$ 192.97	\$ -	\$ 85.81	\$ 3,271.21
2026	\$ 515.30	\$ 2,477.23	\$ 190.56	\$ -	\$ 87.53	\$ 3,270.61
2027	\$ 546.85	\$ 2,443.73	\$ 187.98	\$ -	\$ 89.28	\$ 3,267.84
2028	\$ 578.40	\$ 2,408.19	\$ 185.25	\$ -	\$ 91.07	\$ 3,262.90
2029	\$ 620.46	\$ 2,370.59	\$ 182.35	\$ -	\$ 92.89	\$ 3,266.29
2030	\$ 662.53	\$ 2,330.26	\$ 179.25	\$ -	\$ 94.74	\$ 3,266.78
2031	\$ 704.59	\$ 2,287.20	\$ 175.94	\$ -	\$ 96.64	\$ 3,264.37
2032	\$ 746.66	\$ 2,241.40	\$ 172.42	\$ -	\$ 98.57	\$ 3,259.04
2033	\$ 799.24	\$ 2,192.86	\$ 168.68	\$ -	\$ 100.54	\$ 3,261.33
2034	\$ 851.82	\$ 2,140.91	\$ 164.69	\$ -	\$ 102.55	\$ 3,259.98
2035	\$ 904.40	\$ 2,085.55	\$ 160.43	\$ -	\$ 104.61	\$ 3,254.98
2036	\$ 956.99	\$ 2,026.76	\$ 155.90	\$ -	\$ 106.70	\$ 3,246.35
2037	\$ 1,020.08	\$ 1,964.56	\$ 151.12	\$ -	\$ 108.83	\$ 3,244.59
2038	\$ 1,093.70	\$ 1,898.25	\$ 146.02	\$ -	\$ 111.01	\$ 3,248.98
2039	\$ 1,167.31	\$ 1,827.16	\$ 140.55	\$ -	\$ 113.23	\$ 3,248.25
2040	\$ 1,240.93	\$ 1,751.28	\$ 134.71	\$ -	\$ 115.49	\$ 3,242.42
2041	\$ 1,314.54	\$ 1,670.62	\$ 128.51	\$ -	\$ 117.80	\$ 3,231.48
2042	\$ 1,409.19	\$ 1,585.18	\$ 121.94	\$ -	\$ 120.16	\$ 3,236.46
2043	\$ 1,493.32	\$ 1,493.58	\$ 114.89	\$ -	\$ 122.56	\$ 3,224.35
2044	\$ 1,587.97	\$ 1,396.52	\$ 107.42	\$ -	\$ 125.01	\$ 3,216.92
2045	\$ 1,693.13	\$ 1,293.30	\$ 99.48	\$ -	\$ 127.51	\$ 3,213.43
2046	\$ 1,808.81	\$ 1,183.24	\$ 91.02	\$ -	\$ 130.06	\$ 3,213.14
2047	\$ 1,924.49	\$ 1,065.67	\$ 81.97	\$ -	\$ 132.67	\$ 3,204.80
2048	\$ 2,050.68	\$ 940.58	\$ 72.35	\$ -	\$ 135.32	\$ 3,198.94
2049	\$ 2,176.88	\$ 807.29	\$ 62.10	\$ -	\$ 138.03	\$ 3,184.29
2050	\$ 2,324.11	\$ 665.79	\$ 51.21	\$ -	\$ 140.79	\$ 3,181.90
2051	\$ 2,471.34	\$ 514.72	\$ 39.59	\$ -	\$ 143.60	\$ 3,169.25
2052	\$ 2,639.60	\$ 354.08	\$ 27.24	\$ -	\$ 146.47	\$ 3,167.39
2053	\$ 2,807.86	\$ 182.51	\$ 14.04	\$ (2,994.47)	\$ 149.40	\$ 159.34
<b>Total</b>	<b>\$ 39,047.13</b>	<b>\$ 50,645.74</b>	<b>\$ 3,895.83</b>	<b>\$ (2,994.47)</b>	<b>\$ 3,413.02</b>	<b>\$ 94,007.24</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.2 LOT  
TYPE 6 BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.2 LOT TYPE 6 PRINCIPAL ASSESSMENT: \$45,212.46**

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

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

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

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

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



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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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

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

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

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

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.2 LOT TYPE 6**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Reserve Fund</b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[b]</sup></b>
2024	\$ 523.60	\$ 2,938.81	\$ 226.06	\$ -	\$ 97.41	\$ 3,785.89
2025	\$ 560.13	\$ 2,904.78	\$ 223.44	\$ -	\$ 99.36	\$ 3,787.72
2026	\$ 596.66	\$ 2,868.37	\$ 220.64	\$ -	\$ 101.35	\$ 3,787.02
2027	\$ 633.19	\$ 2,829.58	\$ 217.66	\$ -	\$ 103.38	\$ 3,783.81
2028	\$ 669.72	\$ 2,788.43	\$ 214.49	\$ -	\$ 105.44	\$ 3,778.09
2029	\$ 718.43	\$ 2,744.89	\$ 211.15	\$ -	\$ 107.55	\$ 3,782.02
2030	\$ 767.14	\$ 2,698.20	\$ 207.55	\$ -	\$ 109.70	\$ 3,782.59
2031	\$ 815.85	\$ 2,648.33	\$ 203.72	\$ -	\$ 111.90	\$ 3,779.79
2032	\$ 864.55	\$ 2,595.30	\$ 199.64	\$ -	\$ 114.14	\$ 3,773.63
2033	\$ 925.44	\$ 2,539.11	\$ 195.32	\$ -	\$ 116.42	\$ 3,776.28
2034	\$ 986.32	\$ 2,478.95	\$ 190.69	\$ -	\$ 118.75	\$ 3,774.71
2035	\$ 1,047.20	\$ 2,414.84	\$ 185.76	\$ -	\$ 121.12	\$ 3,768.93
2036	\$ 1,108.09	\$ 2,346.77	\$ 180.52	\$ -	\$ 123.55	\$ 3,758.93
2037	\$ 1,181.15	\$ 2,274.75	\$ 174.98	\$ -	\$ 126.02	\$ 3,756.89
2038	\$ 1,266.39	\$ 2,197.97	\$ 169.07	\$ -	\$ 128.54	\$ 3,761.97
2039	\$ 1,351.62	\$ 2,115.66	\$ 162.74	\$ -	\$ 131.11	\$ 3,761.13
2040	\$ 1,436.86	\$ 2,027.80	\$ 155.98	\$ -	\$ 133.73	\$ 3,754.38
2041	\$ 1,522.10	\$ 1,934.41	\$ 148.80	\$ -	\$ 136.40	\$ 3,741.71
2042	\$ 1,631.69	\$ 1,835.47	\$ 141.19	\$ -	\$ 139.13	\$ 3,747.48
2043	\$ 1,729.11	\$ 1,729.41	\$ 133.03	\$ -	\$ 141.91	\$ 3,733.46
2044	\$ 1,838.70	\$ 1,617.02	\$ 124.39	\$ -	\$ 144.75	\$ 3,724.85
2045	\$ 1,960.46	\$ 1,497.50	\$ 115.19	\$ -	\$ 147.65	\$ 3,720.81
2046	\$ 2,094.41	\$ 1,370.07	\$ 105.39	\$ -	\$ 150.60	\$ 3,720.47
2047	\$ 2,228.35	\$ 1,233.94	\$ 94.92	\$ -	\$ 153.61	\$ 3,710.82
2048	\$ 2,374.48	\$ 1,089.09	\$ 83.78	\$ -	\$ 156.68	\$ 3,704.03
2049	\$ 2,520.60	\$ 934.75	\$ 71.90	\$ -	\$ 159.82	\$ 3,687.07
2050	\$ 2,691.07	\$ 770.91	\$ 59.30	\$ -	\$ 163.02	\$ 3,684.30
2051	\$ 2,861.55	\$ 595.99	\$ 45.85	\$ -	\$ 166.28	\$ 3,669.66
2052	\$ 3,056.38	\$ 409.99	\$ 31.54	\$ -	\$ 169.60	\$ 3,667.51
2053	\$ 3,251.21	\$ 211.33	\$ 16.26	\$ (3,467.28)	\$ 172.99	\$ 184.50
<b>Total</b>	<b>\$ 45,212.46</b>	<b>\$ 58,642.44</b>	<b>\$ 4,510.96</b>	<b>\$ (3,467.28)</b>	<b>\$ 3,951.92</b>	<b>\$ 108,850.49</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.2**  
**LOT TYPE 7 BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.2 LOT TYPE 7 PRINCIPAL ASSESSMENT: \$52,258.56**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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

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

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

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

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

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§  
§

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

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

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

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

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

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.2 LOT TYPE 7**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Reserve Fund</b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[b]</sup></b>
2024	\$ 605.20	\$ 3,396.81	\$ 261.29	\$ -	\$ 112.60	\$ 4,375.90
2025	\$ 647.43	\$ 3,357.47	\$ 258.27	\$ -	\$ 114.85	\$ 4,378.01
2026	\$ 689.65	\$ 3,315.39	\$ 255.03	\$ -	\$ 117.14	\$ 4,377.21
2027	\$ 731.87	\$ 3,270.56	\$ 251.58	\$ -	\$ 119.49	\$ 4,373.50
2028	\$ 774.10	\$ 3,222.99	\$ 247.92	\$ -	\$ 121.88	\$ 4,366.88
2029	\$ 830.39	\$ 3,172.67	\$ 244.05	\$ -	\$ 124.31	\$ 4,371.43
2030	\$ 886.69	\$ 3,118.69	\$ 239.90	\$ -	\$ 126.80	\$ 4,372.09
2031	\$ 942.99	\$ 3,061.06	\$ 235.47	\$ -	\$ 129.34	\$ 4,368.85
2032	\$ 999.29	\$ 2,999.77	\$ 230.75	\$ -	\$ 131.92	\$ 4,361.73
2033	\$ 1,069.66	\$ 2,934.81	\$ 225.75	\$ -	\$ 134.56	\$ 4,364.79
2034	\$ 1,140.03	\$ 2,865.28	\$ 220.41	\$ -	\$ 137.25	\$ 4,362.98
2035	\$ 1,210.41	\$ 2,791.18	\$ 214.71	\$ -	\$ 140.00	\$ 4,356.29
2036	\$ 1,280.78	\$ 2,712.50	\$ 208.65	\$ -	\$ 142.80	\$ 4,344.74
2037	\$ 1,365.22	\$ 2,629.25	\$ 202.25	\$ -	\$ 145.65	\$ 4,342.38
2038	\$ 1,463.75	\$ 2,540.51	\$ 195.42	\$ -	\$ 148.57	\$ 4,348.25
2039	\$ 1,562.27	\$ 2,445.37	\$ 188.11	\$ -	\$ 151.54	\$ 4,347.28
2040	\$ 1,660.79	\$ 2,343.82	\$ 180.29	\$ -	\$ 154.57	\$ 4,339.48
2041	\$ 1,759.31	\$ 2,235.87	\$ 171.99	\$ -	\$ 157.66	\$ 4,324.83
2042	\$ 1,885.98	\$ 2,121.52	\$ 163.19	\$ -	\$ 160.81	\$ 4,331.51
2043	\$ 1,998.58	\$ 1,998.93	\$ 153.76	\$ -	\$ 164.03	\$ 4,315.30
2044	\$ 2,125.25	\$ 1,869.02	\$ 143.77	\$ -	\$ 167.31	\$ 4,305.35
2045	\$ 2,265.99	\$ 1,730.88	\$ 133.14	\$ -	\$ 170.66	\$ 4,300.67
2046	\$ 2,420.81	\$ 1,583.59	\$ 121.81	\$ -	\$ 174.07	\$ 4,300.29
2047	\$ 2,575.63	\$ 1,426.24	\$ 109.71	\$ -	\$ 177.55	\$ 4,289.13
2048	\$ 2,744.52	\$ 1,258.82	\$ 96.83	\$ -	\$ 181.10	\$ 4,281.28
2049	\$ 2,913.42	\$ 1,080.43	\$ 83.11	\$ -	\$ 184.73	\$ 4,261.68
2050	\$ 3,110.46	\$ 891.06	\$ 68.54	\$ -	\$ 188.42	\$ 4,258.48
2051	\$ 3,307.50	\$ 688.88	\$ 52.99	\$ -	\$ 192.19	\$ 4,241.56
2052	\$ 3,532.70	\$ 473.89	\$ 36.45	\$ -	\$ 196.03	\$ 4,239.07
2053	\$ 3,757.89	\$ 244.26	\$ 18.79	\$ (4,007.64)	\$ 199.95	\$ 213.25
<b>Total</b>	<b>\$ 52,258.56</b>	<b>\$ 67,781.52</b>	<b>\$ 5,213.96</b>	<b>\$ (4,007.64)</b>	<b>\$ 4,567.80</b>	<b>\$ 125,814.20</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.2**  
**LOT TYPE 8 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.2 LOT TYPE 8 PRINCIPAL ASSESSMENT: \$57,689.93**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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

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

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

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

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

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

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

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

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

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

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.2 LOT TYPE 8**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Reserve Fund</b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[b]</sup></b>
2024	\$ 668.10	\$ 3,749.85	\$ 288.45	\$ -	\$ 124.30	\$ 4,830.70
2025	\$ 714.71	\$ 3,706.42	\$ 285.11	\$ -	\$ 126.78	\$ 4,833.03
2026	\$ 761.33	\$ 3,659.96	\$ 281.54	\$ -	\$ 129.32	\$ 4,832.14
2027	\$ 807.94	\$ 3,610.48	\$ 277.73	\$ -	\$ 131.91	\$ 4,828.05
2028	\$ 854.55	\$ 3,557.96	\$ 273.69	\$ -	\$ 134.54	\$ 4,820.74
2029	\$ 916.70	\$ 3,502.41	\$ 269.42	\$ -	\$ 137.24	\$ 4,825.77
2030	\$ 978.85	\$ 3,442.83	\$ 264.83	\$ -	\$ 139.98	\$ 4,826.49
2031	\$ 1,041.00	\$ 3,379.20	\$ 259.94	\$ -	\$ 142.78	\$ 4,822.92
2032	\$ 1,103.15	\$ 3,311.54	\$ 254.73	\$ -	\$ 145.64	\$ 4,815.05
2033	\$ 1,180.83	\$ 3,239.83	\$ 249.22	\$ -	\$ 148.55	\$ 4,818.43
2034	\$ 1,258.52	\$ 3,163.08	\$ 243.31	\$ -	\$ 151.52	\$ 4,816.43
2035	\$ 1,336.21	\$ 3,081.28	\$ 237.02	\$ -	\$ 154.55	\$ 4,809.05
2036	\$ 1,413.89	\$ 2,994.42	\$ 230.34	\$ -	\$ 157.64	\$ 4,796.30
2037	\$ 1,507.12	\$ 2,902.52	\$ 223.27	\$ -	\$ 160.79	\$ 4,793.70
2038	\$ 1,615.88	\$ 2,804.56	\$ 215.74	\$ -	\$ 164.01	\$ 4,800.18
2039	\$ 1,724.64	\$ 2,699.52	\$ 207.66	\$ -	\$ 167.29	\$ 4,799.11
2040	\$ 1,833.40	\$ 2,587.42	\$ 199.03	\$ -	\$ 170.63	\$ 4,790.49
2041	\$ 1,942.16	\$ 2,468.25	\$ 189.87	\$ -	\$ 174.05	\$ 4,774.33
2042	\$ 2,082.00	\$ 2,342.01	\$ 180.15	\$ -	\$ 177.53	\$ 4,781.69
2043	\$ 2,206.29	\$ 2,206.68	\$ 169.74	\$ -	\$ 181.08	\$ 4,763.80
2044	\$ 2,346.13	\$ 2,063.27	\$ 158.71	\$ -	\$ 184.70	\$ 4,752.82
2045	\$ 2,501.50	\$ 1,910.77	\$ 146.98	\$ -	\$ 188.39	\$ 4,747.65
2046	\$ 2,672.41	\$ 1,748.18	\$ 134.48	\$ -	\$ 192.16	\$ 4,747.23
2047	\$ 2,843.32	\$ 1,574.47	\$ 121.11	\$ -	\$ 196.01	\$ 4,734.91
2048	\$ 3,029.77	\$ 1,389.65	\$ 106.90	\$ -	\$ 199.93	\$ 4,726.25
2049	\$ 3,216.22	\$ 1,192.72	\$ 91.75	\$ -	\$ 203.92	\$ 4,704.61
2050	\$ 3,433.74	\$ 983.67	\$ 75.67	\$ -	\$ 208.00	\$ 4,701.07
2051	\$ 3,651.26	\$ 760.47	\$ 58.50	\$ -	\$ 212.16	\$ 4,682.39
2052	\$ 3,899.86	\$ 523.14	\$ 40.24	\$ -	\$ 216.41	\$ 4,679.65
2053	\$ 4,148.45	\$ 269.65	\$ 20.74	\$ (4,424.16)	\$ 220.73	\$ 235.42
<b>Total</b>	<b>\$ 57,689.93</b>	<b>\$ 74,826.23</b>	<b>\$ 5,755.86</b>	<b>\$ (4,424.16)</b>	<b>\$ 5,042.54</b>	<b>\$ 138,890.40</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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



**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.3 INITIAL  
PARCEL BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.3 INITIAL PARCEL PRINCIPAL ASSESSMENT:  
\$3,430,000.00**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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

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

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

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

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

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

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

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

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

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

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.3 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment <sup>[b]</sup>
2024	\$ -	\$ 222,950.00	\$ 17,150.00	\$ (222,950.00)	\$ -	\$ 40,000.00	\$ 57,150.00
2025	\$ 45,000.00	\$ 222,950.00	\$ 17,150.00	\$ -	\$ -	\$ 40,800.00	\$ 325,900.00
2026	\$ 45,000.00	\$ 220,025.00	\$ 16,925.00	\$ -	\$ -	\$ 41,616.00	\$ 323,566.00
2027	\$ 50,000.00	\$ 217,100.00	\$ 16,700.00	\$ -	\$ -	\$ 42,448.32	\$ 326,248.32
2028	\$ 50,000.00	\$ 213,850.00	\$ 16,450.00	\$ -	\$ -	\$ 43,297.29	\$ 323,597.29
2029	\$ 55,000.00	\$ 210,600.00	\$ 16,200.00	\$ -	\$ -	\$ 44,163.23	\$ 325,963.23
2030	\$ 60,000.00	\$ 207,025.00	\$ 15,925.00	\$ -	\$ -	\$ 45,046.50	\$ 327,996.50
2031	\$ 65,000.00	\$ 203,125.00	\$ 15,625.00	\$ -	\$ -	\$ 45,947.43	\$ 329,697.43
2032	\$ 65,000.00	\$ 198,900.00	\$ 15,300.00	\$ -	\$ -	\$ 46,866.38	\$ 326,066.38
2033	\$ 70,000.00	\$ 194,675.00	\$ 14,975.00	\$ -	\$ -	\$ 47,803.70	\$ 327,453.70
2034	\$ 75,000.00	\$ 190,125.00	\$ 14,625.00	\$ -	\$ -	\$ 48,759.78	\$ 328,509.78
2035	\$ 80,000.00	\$ 185,250.00	\$ 14,250.00	\$ -	\$ -	\$ 49,734.97	\$ 329,234.97
2036	\$ 85,000.00	\$ 180,050.00	\$ 13,850.00	\$ -	\$ -	\$ 50,729.67	\$ 329,629.67
2037	\$ 90,000.00	\$ 174,525.00	\$ 13,425.00	\$ -	\$ -	\$ 51,744.27	\$ 329,694.27
2038	\$ 95,000.00	\$ 168,675.00	\$ 12,975.00	\$ -	\$ -	\$ 52,779.15	\$ 329,429.15
2039	\$ 105,000.00	\$ 162,500.00	\$ 12,500.00	\$ -	\$ -	\$ 53,834.73	\$ 333,834.73
2040	\$ 110,000.00	\$ 155,675.00	\$ 11,975.00	\$ -	\$ -	\$ 54,911.43	\$ 332,561.43
2041	\$ 120,000.00	\$ 148,525.00	\$ 11,425.00	\$ -	\$ -	\$ 56,009.66	\$ 335,959.66
2042	\$ 125,000.00	\$ 140,725.00	\$ 10,825.00	\$ -	\$ -	\$ 57,129.85	\$ 333,679.85
2043	\$ 135,000.00	\$ 132,600.00	\$ 10,200.00	\$ -	\$ -	\$ 58,272.45	\$ 336,072.45
2044	\$ 140,000.00	\$ 123,825.00	\$ 9,525.00	\$ -	\$ -	\$ 59,437.90	\$ 332,787.90
2045	\$ 150,000.00	\$ 114,725.00	\$ 8,825.00	\$ -	\$ -	\$ 60,626.65	\$ 334,176.65
2046	\$ 160,000.00	\$ 104,975.00	\$ 8,075.00	\$ -	\$ -	\$ 61,839.19	\$ 334,889.19
2047	\$ 170,000.00	\$ 94,575.00	\$ 7,275.00	\$ -	\$ -	\$ 63,075.97	\$ 334,925.97
2048	\$ 180,000.00	\$ 83,525.00	\$ 6,425.00	\$ -	\$ -	\$ 64,337.49	\$ 334,287.49
2049	\$ 195,000.00	\$ 71,825.00	\$ 5,525.00	\$ -	\$ -	\$ 65,624.24	\$ 337,974.24
2050	\$ 205,000.00	\$ 59,150.00	\$ 4,550.00	\$ -	\$ -	\$ 66,936.72	\$ 335,636.72
2051	\$ 220,000.00	\$ 45,825.00	\$ 3,525.00	\$ -	\$ -	\$ 68,275.46	\$ 337,625.46
2052	\$ 235,000.00	\$ 31,525.00	\$ 2,425.00	\$ -	\$ -	\$ 69,640.97	\$ 338,590.97
2053	\$ 250,000.00	\$ 16,250.00	\$ 1,250.00	\$ -	\$ (268,525.00)	\$ 71,033.79	\$ 70,008.79
<b>Total</b>	<b>\$ 3,430,000.00</b>	<b>\$ 4,496,050.00</b>	<b>\$ 345,850.00</b>	<b>\$ (222,950.00)</b>	<b>\$ (268,525.00)</b>	<b>\$ 1,622,723.17</b>	<b>\$ 9,403,148.17</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA A-1.3**  
**LOT TYPE 9 BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA A-1.3 LOT TYPE 9 PRINCIPAL ASSESSMENT: \$30,900.90**

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

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

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

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

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



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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

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§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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

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

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

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

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA A-1.3 LOT TYPE 9

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Reserve Fund <sup>[b]</sup>	Annual Collection Costs	Annual Installment <sup>[c]</sup>
2024	\$ -	\$ 2,008.56	\$ 154.50	\$ -	\$ 360.36	\$ 514.86
2025	\$ 405.41	\$ 2,008.56	\$ 154.50	\$ -	\$ 367.57	\$ 2,936.04
2026	\$ 405.41	\$ 1,982.21	\$ 152.48	\$ -	\$ 374.92	\$ 2,915.01
2027	\$ 450.45	\$ 1,955.86	\$ 150.45	\$ -	\$ 382.42	\$ 2,939.17
2028	\$ 450.45	\$ 1,926.58	\$ 148.20	\$ -	\$ 390.07	\$ 2,915.29
2029	\$ 495.50	\$ 1,897.30	\$ 145.95	\$ -	\$ 397.87	\$ 2,936.61
2030	\$ 540.54	\$ 1,865.09	\$ 143.47	\$ -	\$ 405.82	\$ 2,954.92
2031	\$ 585.59	\$ 1,829.95	\$ 140.77	\$ -	\$ 413.94	\$ 2,970.25
2032	\$ 585.59	\$ 1,791.89	\$ 137.84	\$ -	\$ 422.22	\$ 2,937.53
2033	\$ 630.63	\$ 1,753.83	\$ 134.91	\$ -	\$ 430.66	\$ 2,950.03
2034	\$ 675.68	\$ 1,712.84	\$ 131.76	\$ -	\$ 439.28	\$ 2,959.55
2035	\$ 720.72	\$ 1,668.92	\$ 128.38	\$ -	\$ 448.06	\$ 2,966.08
2036	\$ 765.77	\$ 1,622.07	\$ 124.77	\$ -	\$ 457.02	\$ 2,969.64
2037	\$ 810.81	\$ 1,572.30	\$ 120.95	\$ -	\$ 466.16	\$ 2,970.22
2038	\$ 855.86	\$ 1,519.59	\$ 116.89	\$ -	\$ 475.49	\$ 2,967.83
2039	\$ 945.95	\$ 1,463.96	\$ 112.61	\$ -	\$ 485.00	\$ 3,007.52
2040	\$ 990.99	\$ 1,402.48	\$ 107.88	\$ -	\$ 494.70	\$ 2,996.05
2041	\$ 1,081.08	\$ 1,338.06	\$ 102.93	\$ -	\$ 504.59	\$ 3,026.66
2042	\$ 1,126.13	\$ 1,267.79	\$ 97.52	\$ -	\$ 514.68	\$ 3,006.12
2043	\$ 1,216.22	\$ 1,194.59	\$ 91.89	\$ -	\$ 524.98	\$ 3,027.68
2044	\$ 1,261.26	\$ 1,115.54	\$ 85.81	\$ -	\$ 535.48	\$ 2,998.09
2045	\$ 1,351.35	\$ 1,033.56	\$ 79.50	\$ -	\$ 546.19	\$ 3,010.60
2046	\$ 1,441.44	\$ 945.72	\$ 72.75	\$ -	\$ 557.11	\$ 3,017.02
2047	\$ 1,531.53	\$ 852.03	\$ 65.54	\$ -	\$ 568.25	\$ 3,017.35
2048	\$ 1,621.62	\$ 752.48	\$ 57.88	\$ -	\$ 579.62	\$ 3,011.60
2049	\$ 1,756.76	\$ 647.07	\$ 49.77	\$ -	\$ 591.21	\$ 3,044.81
2050	\$ 1,846.85	\$ 532.88	\$ 40.99	\$ -	\$ 603.03	\$ 3,023.75
2051	\$ 1,981.98	\$ 412.84	\$ 31.76	\$ -	\$ 615.09	\$ 3,041.67
2052	\$ 2,117.12	\$ 284.01	\$ 21.85	\$ -	\$ 627.40	\$ 3,050.37
2053	\$ 2,252.25	\$ 146.40	\$ 11.26	\$ (2,419.14)	\$ 639.94	\$ 630.71
<b>Total</b>	<b>\$ 30,900.90</b>	<b>\$ 40,504.95</b>	<b>\$ 3,115.77</b>	<b>\$ (2,419.14)</b>	<b>\$ 14,619.13</b>	<b>\$ 84,713.05</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

[c] 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.

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-1 INITIAL  
PARCEL BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA C-1 INITIAL PARCEL PRINCIPAL ASSESSMENT:  
\$7,000,000.00**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

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§

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

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

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

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



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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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

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

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

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

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-1 INITIAL PARCEL

Annual Installment Due 1/31	Principal		Additional Interest		Reserve Fund	Annual Collection		Annual Installment <sup>[b]</sup>
	Principal	Interest <sup>[a]</sup>	Interest	Reserve Fund		Costs	Annual Installment <sup>[b]</sup>	
2024	\$ 80,000.00	\$ 455,000.00	\$ 35,000.00	\$ -	\$ 40,000.00	\$ 610,000.00		
2025	\$ 85,000.00	\$ 449,800.00	\$ 34,600.00	\$ -	\$ 40,800.00	\$ 610,200.00		
2026	\$ 90,000.00	\$ 444,275.00	\$ 34,175.00	\$ -	\$ 41,616.00	\$ 610,066.00		
2027	\$ 100,000.00	\$ 438,425.00	\$ 33,725.00	\$ -	\$ 42,448.32	\$ 614,598.32		
2028	\$ 105,000.00	\$ 431,925.00	\$ 33,225.00	\$ -	\$ 43,297.29	\$ 613,447.29		
2029	\$ 110,000.00	\$ 425,100.00	\$ 32,700.00	\$ -	\$ 44,163.23	\$ 611,963.23		
2030	\$ 120,000.00	\$ 417,950.00	\$ 32,150.00	\$ -	\$ 45,046.50	\$ 615,146.50		
2031	\$ 125,000.00	\$ 410,150.00	\$ 31,550.00	\$ -	\$ 45,947.43	\$ 612,647.43		
2032	\$ 135,000.00	\$ 402,025.00	\$ 30,925.00	\$ -	\$ 46,866.38	\$ 614,816.38		
2033	\$ 145,000.00	\$ 393,250.00	\$ 30,250.00	\$ -	\$ 47,803.70	\$ 616,303.70		
2034	\$ 150,000.00	\$ 383,825.00	\$ 29,525.00	\$ -	\$ 48,759.78	\$ 612,109.78		
2035	\$ 160,000.00	\$ 374,075.00	\$ 28,775.00	\$ -	\$ 49,734.97	\$ 612,584.97		
2036	\$ 175,000.00	\$ 363,675.00	\$ 27,975.00	\$ -	\$ 50,729.67	\$ 617,379.67		
2037	\$ 185,000.00	\$ 352,300.00	\$ 27,100.00	\$ -	\$ 51,744.27	\$ 616,144.27		
2038	\$ 195,000.00	\$ 340,275.00	\$ 26,175.00	\$ -	\$ 52,779.15	\$ 614,229.15		
2039	\$ 210,000.00	\$ 327,600.00	\$ 25,200.00	\$ -	\$ 53,834.73	\$ 616,634.73		
2040	\$ 220,000.00	\$ 313,950.00	\$ 24,150.00	\$ -	\$ 54,911.43	\$ 613,011.43		
2041	\$ 235,000.00	\$ 299,650.00	\$ 23,050.00	\$ -	\$ 56,009.66	\$ 613,709.66		
2042	\$ 250,000.00	\$ 284,375.00	\$ 21,875.00	\$ -	\$ 57,129.85	\$ 613,379.85		
2043	\$ 270,000.00	\$ 268,125.00	\$ 20,625.00	\$ -	\$ 58,272.45	\$ 617,022.45		
2044	\$ 285,000.00	\$ 250,575.00	\$ 19,275.00	\$ -	\$ 59,437.90	\$ 614,287.90		
2045	\$ 305,000.00	\$ 232,050.00	\$ 17,850.00	\$ -	\$ 60,626.65	\$ 615,526.65		
2046	\$ 325,000.00	\$ 212,225.00	\$ 16,325.00	\$ -	\$ 61,839.19	\$ 615,389.19		
2047	\$ 345,000.00	\$ 191,100.00	\$ 14,700.00	\$ -	\$ 63,075.97	\$ 613,875.97		
2048	\$ 365,000.00	\$ 168,675.00	\$ 12,975.00	\$ -	\$ 64,337.49	\$ 610,987.49		
2049	\$ 390,000.00	\$ 144,950.00	\$ 11,150.00	\$ -	\$ 65,624.24	\$ 611,724.24		
2050	\$ 415,000.00	\$ 119,600.00	\$ 9,200.00	\$ -	\$ 66,936.72	\$ 610,736.72		
2051	\$ 445,000.00	\$ 92,625.00	\$ 7,125.00	\$ -	\$ 68,275.46	\$ 613,025.46		
2052	\$ 475,000.00	\$ 63,700.00	\$ 4,900.00	\$ -	\$ 69,640.97	\$ 613,240.97		
2053	\$ 505,000.00	\$ 32,825.00	\$ 2,525.00	\$ (538,700.00)	\$ 71,033.79	\$ 72,683.79		
<b>Total</b>	<b>\$ 7,000,000.00</b>	<b>\$ 9,084,075.00</b>	<b>\$ 698,775.00</b>	<b>\$ (538,700.00)</b>	<b>\$ 1,622,723.17</b>	<b>\$ 17,866,873.17</b>		

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-1 LOT TYPE  
10 BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA C-1 LOT TYPE 10 PRINCIPAL ASSESSMENT: \$41,628.55**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

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§

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

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

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

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

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

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

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

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

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

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-1 LOT TYPE 10**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Reserve Fund</b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[b]</sup></b>
2024	\$ 475.75	\$ 2,705.86	\$ 208.14	\$ -	\$ 237.88	\$ 3,627.63
2025	\$ 505.49	\$ 2,674.93	\$ 205.76	\$ -	\$ 242.63	\$ 3,628.82
2026	\$ 535.22	\$ 2,642.07	\$ 203.24	\$ -	\$ 247.49	\$ 3,628.02
2027	\$ 594.69	\$ 2,607.28	\$ 200.56	\$ -	\$ 252.44	\$ 3,654.98
2028	\$ 624.43	\$ 2,568.63	\$ 197.59	\$ -	\$ 257.49	\$ 3,648.13
2029	\$ 654.16	\$ 2,528.04	\$ 194.46	\$ -	\$ 262.64	\$ 3,639.31
2030	\$ 713.63	\$ 2,485.52	\$ 191.19	\$ -	\$ 267.89	\$ 3,658.24
2031	\$ 743.37	\$ 2,439.14	\$ 187.63	\$ -	\$ 273.25	\$ 3,643.37
2032	\$ 802.84	\$ 2,390.82	\$ 183.91	\$ -	\$ 278.71	\$ 3,656.27
2033	\$ 862.31	\$ 2,338.63	\$ 179.89	\$ -	\$ 284.29	\$ 3,665.12
2034	\$ 892.04	\$ 2,282.58	\$ 175.58	\$ -	\$ 289.97	\$ 3,640.18
2035	\$ 951.51	\$ 2,224.60	\$ 171.12	\$ -	\$ 295.77	\$ 3,643.00
2036	\$ 1,040.71	\$ 2,162.75	\$ 166.37	\$ -	\$ 301.69	\$ 3,671.52
2037	\$ 1,100.18	\$ 2,095.11	\$ 161.16	\$ -	\$ 307.72	\$ 3,664.17
2038	\$ 1,159.65	\$ 2,023.59	\$ 155.66	\$ -	\$ 313.87	\$ 3,652.78
2039	\$ 1,248.86	\$ 1,948.22	\$ 149.86	\$ -	\$ 320.15	\$ 3,667.09
2040	\$ 1,308.33	\$ 1,867.04	\$ 143.62	\$ -	\$ 326.55	\$ 3,645.54
2041	\$ 1,397.53	\$ 1,782.00	\$ 137.08	\$ -	\$ 333.09	\$ 3,649.69
2042	\$ 1,486.73	\$ 1,691.16	\$ 130.09	\$ -	\$ 339.75	\$ 3,647.73
2043	\$ 1,605.67	\$ 1,594.52	\$ 122.66	\$ -	\$ 346.54	\$ 3,669.39
2044	\$ 1,694.88	\$ 1,490.15	\$ 114.63	\$ -	\$ 353.47	\$ 3,653.13
2045	\$ 1,813.82	\$ 1,379.99	\$ 106.15	\$ -	\$ 360.54	\$ 3,660.50
2046	\$ 1,932.75	\$ 1,262.09	\$ 97.08	\$ -	\$ 367.75	\$ 3,659.68
2047	\$ 2,051.69	\$ 1,136.46	\$ 87.42	\$ -	\$ 375.11	\$ 3,650.68
2048	\$ 2,170.63	\$ 1,003.10	\$ 77.16	\$ -	\$ 382.61	\$ 3,633.50
2049	\$ 2,319.30	\$ 862.01	\$ 66.31	\$ -	\$ 390.26	\$ 3,637.88
2050	\$ 2,467.98	\$ 711.25	\$ 54.71	\$ -	\$ 398.07	\$ 3,632.01
2051	\$ 2,646.39	\$ 550.83	\$ 42.37	\$ -	\$ 406.03	\$ 3,645.62
2052	\$ 2,824.79	\$ 378.82	\$ 29.14	\$ -	\$ 414.15	\$ 3,646.90
2053	\$ 3,003.20	\$ 195.21	\$ 15.02	\$ (3,203.61)	\$ 422.43	\$ 432.25
<b>Total</b>	<b>\$ 41,628.55</b>	<b>\$ 54,022.40</b>	<b>\$ 4,155.57</b>	<b>\$ (3,203.61)</b>	<b>\$ 9,650.23</b>	<b>\$ 106,253.13</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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



**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-1 LOT TYPE  
11 BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA C-1 LOT TYPE 11 PRINCIPAL ASSESSMENT: \$44,297.04**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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

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

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

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

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

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

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

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

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

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

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-1 LOT TYPE 11**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Reserve Fund</b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[b]</sup></b>
2024	\$ 506.25	\$ 2,879.31	\$ 221.49	\$ -	\$ 253.13	\$ 3,860.17
2025	\$ 537.89	\$ 2,846.40	\$ 218.95	\$ -	\$ 258.19	\$ 3,861.44
2026	\$ 569.53	\$ 2,811.44	\$ 216.26	\$ -	\$ 263.35	\$ 3,860.59
2027	\$ 632.81	\$ 2,774.42	\$ 213.42	\$ -	\$ 268.62	\$ 3,889.27
2028	\$ 664.46	\$ 2,733.29	\$ 210.25	\$ -	\$ 273.99	\$ 3,881.99
2029	\$ 696.10	\$ 2,690.10	\$ 206.93	\$ -	\$ 279.47	\$ 3,872.59
2030	\$ 759.38	\$ 2,644.85	\$ 203.45	\$ -	\$ 285.06	\$ 3,892.74
2031	\$ 791.02	\$ 2,595.49	\$ 199.65	\$ -	\$ 290.76	\$ 3,876.92
2032	\$ 854.30	\$ 2,544.07	\$ 195.70	\$ -	\$ 296.58	\$ 3,890.65
2033	\$ 917.58	\$ 2,488.54	\$ 191.43	\$ -	\$ 302.51	\$ 3,900.06
2034	\$ 949.22	\$ 2,428.90	\$ 186.84	\$ -	\$ 308.56	\$ 3,873.52
2035	\$ 1,012.50	\$ 2,367.20	\$ 182.09	\$ -	\$ 314.73	\$ 3,876.53
2036	\$ 1,107.43	\$ 2,301.39	\$ 177.03	\$ -	\$ 321.02	\$ 3,906.87
2037	\$ 1,170.71	\$ 2,229.41	\$ 171.49	\$ -	\$ 327.45	\$ 3,899.05
2038	\$ 1,233.99	\$ 2,153.31	\$ 165.64	\$ -	\$ 333.99	\$ 3,886.93
2039	\$ 1,328.91	\$ 2,073.10	\$ 159.47	\$ -	\$ 340.67	\$ 3,902.16
2040	\$ 1,392.19	\$ 1,986.72	\$ 152.82	\$ -	\$ 347.49	\$ 3,879.23
2041	\$ 1,487.11	\$ 1,896.23	\$ 145.86	\$ -	\$ 354.44	\$ 3,883.65
2042	\$ 1,582.04	\$ 1,799.57	\$ 138.43	\$ -	\$ 361.53	\$ 3,881.56
2043	\$ 1,708.60	\$ 1,696.73	\$ 130.52	\$ -	\$ 368.76	\$ 3,904.61
2044	\$ 1,803.52	\$ 1,585.68	\$ 121.98	\$ -	\$ 376.13	\$ 3,887.31
2045	\$ 1,930.09	\$ 1,468.45	\$ 112.96	\$ -	\$ 383.65	\$ 3,895.14
2046	\$ 2,056.65	\$ 1,342.99	\$ 103.31	\$ -	\$ 391.33	\$ 3,894.27
2047	\$ 2,183.21	\$ 1,209.31	\$ 93.02	\$ -	\$ 399.15	\$ 3,884.70
2048	\$ 2,309.77	\$ 1,067.40	\$ 82.11	\$ -	\$ 407.14	\$ 3,866.42
2049	\$ 2,467.98	\$ 917.27	\$ 70.56	\$ -	\$ 415.28	\$ 3,871.08
2050	\$ 2,626.18	\$ 756.85	\$ 58.22	\$ -	\$ 423.59	\$ 3,864.83
2051	\$ 2,816.03	\$ 586.14	\$ 45.09	\$ -	\$ 432.06	\$ 3,879.32
2052	\$ 3,005.87	\$ 403.10	\$ 31.01	\$ -	\$ 440.70	\$ 3,880.68
2053	\$ 3,195.72	\$ 207.72	\$ 15.98	\$ (3,408.97)	\$ 449.51	\$ 459.95
<b>Total</b>	<b>\$ 44,297.04</b>	<b>\$ 57,485.38</b>	<b>\$ 4,421.95</b>	<b>\$ (3,408.97)</b>	<b>\$ 10,268.83</b>	<b>\$ 113,064.23</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-2 INITIAL  
PARCEL BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA C-2 INITIAL PARCEL PRINCIPAL ASSESSMENT:  
\$3,525,000.00**

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

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

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

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

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



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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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

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§

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

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

§

§

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

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

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

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

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-2 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment <sup>[b]</sup>
2024	\$ -	\$ 229,125.00	\$ 17,625.00	\$ (229,125.00)	\$ -	\$ 40,000.00	\$ 57,625.00
2025	\$ 45,000.00	\$ 229,125.00	\$ 17,625.00	\$ -	\$ -	\$ 40,800.00	\$ 332,550.00
2026	\$ 45,000.00	\$ 226,200.00	\$ 17,400.00	\$ -	\$ -	\$ 41,616.00	\$ 330,216.00
2027	\$ 50,000.00	\$ 223,275.00	\$ 17,175.00	\$ -	\$ -	\$ 42,448.32	\$ 332,898.32
2028	\$ 55,000.00	\$ 220,025.00	\$ 16,925.00	\$ -	\$ -	\$ 43,297.29	\$ 335,247.29
2029	\$ 55,000.00	\$ 216,450.00	\$ 16,650.00	\$ -	\$ -	\$ 44,163.23	\$ 332,263.23
2030	\$ 60,000.00	\$ 212,875.00	\$ 16,375.00	\$ -	\$ -	\$ 45,046.50	\$ 334,296.50
2031	\$ 65,000.00	\$ 208,975.00	\$ 16,075.00	\$ -	\$ -	\$ 45,947.43	\$ 335,997.43
2032	\$ 70,000.00	\$ 204,750.00	\$ 15,750.00	\$ -	\$ -	\$ 46,866.38	\$ 337,366.38
2033	\$ 75,000.00	\$ 200,200.00	\$ 15,400.00	\$ -	\$ -	\$ 47,803.70	\$ 338,403.70
2034	\$ 75,000.00	\$ 195,325.00	\$ 15,025.00	\$ -	\$ -	\$ 48,759.78	\$ 334,109.78
2035	\$ 85,000.00	\$ 190,450.00	\$ 14,650.00	\$ -	\$ -	\$ 49,734.97	\$ 339,834.97
2036	\$ 90,000.00	\$ 184,925.00	\$ 14,225.00	\$ -	\$ -	\$ 50,729.67	\$ 339,879.67
2037	\$ 95,000.00	\$ 179,075.00	\$ 13,775.00	\$ -	\$ -	\$ 51,744.27	\$ 339,594.27
2038	\$ 100,000.00	\$ 172,900.00	\$ 13,300.00	\$ -	\$ -	\$ 52,779.15	\$ 338,979.15
2039	\$ 105,000.00	\$ 166,400.00	\$ 12,800.00	\$ -	\$ -	\$ 53,834.73	\$ 338,034.73
2040	\$ 115,000.00	\$ 159,575.00	\$ 12,275.00	\$ -	\$ -	\$ 54,911.43	\$ 341,761.43
2041	\$ 120,000.00	\$ 152,100.00	\$ 11,700.00	\$ -	\$ -	\$ 56,009.66	\$ 339,809.66
2042	\$ 130,000.00	\$ 144,300.00	\$ 11,100.00	\$ -	\$ -	\$ 57,129.85	\$ 342,529.85
2043	\$ 135,000.00	\$ 135,850.00	\$ 10,450.00	\$ -	\$ -	\$ 58,272.45	\$ 339,572.45
2044	\$ 145,000.00	\$ 127,075.00	\$ 9,775.00	\$ -	\$ -	\$ 59,437.90	\$ 341,287.90
2045	\$ 155,000.00	\$ 117,650.00	\$ 9,050.00	\$ -	\$ -	\$ 60,626.65	\$ 342,326.65
2046	\$ 165,000.00	\$ 107,575.00	\$ 8,275.00	\$ -	\$ -	\$ 61,839.19	\$ 342,689.19
2047	\$ 175,000.00	\$ 96,850.00	\$ 7,450.00	\$ -	\$ -	\$ 63,075.97	\$ 342,375.97
2048	\$ 185,000.00	\$ 85,475.00	\$ 6,575.00	\$ -	\$ -	\$ 64,337.49	\$ 341,387.49
2049	\$ 200,000.00	\$ 73,450.00	\$ 5,650.00	\$ -	\$ -	\$ 65,624.24	\$ 344,724.24
2050	\$ 210,000.00	\$ 60,450.00	\$ 4,650.00	\$ -	\$ -	\$ 66,936.72	\$ 342,036.72
2051	\$ 225,000.00	\$ 46,800.00	\$ 3,600.00	\$ -	\$ -	\$ 68,275.46	\$ 343,675.46
2052	\$ 240,000.00	\$ 32,175.00	\$ 2,475.00	\$ -	\$ -	\$ 69,640.97	\$ 344,290.97
2053	\$ 255,000.00	\$ 16,575.00	\$ 1,275.00	\$ -	\$ (275,450.00)	\$ 71,033.79	\$ 68,433.79
<b>Total</b>	<b>\$ 3,525,000.00</b>	<b>\$ 4,615,975.00</b>	<b>\$ 355,075.00</b>	<b>\$ (229,125.00)</b>	<b>\$ (275,450.00)</b>	<b>\$ 1,622,723.17</b>	<b>\$ 9,614,198.17</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-2 LOT TYPE  
12 BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA C-2 LOT TYPE 12 PRINCIPAL ASSESSMENT: \$32,861.24**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

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

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

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

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



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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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

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

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

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

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-2 LOT TYPE 12

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Reserve Fund	Annual Collection Costs	Annual Installment <sup>[b]</sup>
2024	\$ -	\$ 2,135.98	\$ 164.31	\$ -	\$ 372.89	\$ 537.20
2025	\$ 419.51	\$ 2,135.98	\$ 164.31	\$ -	\$ 380.35	\$ 3,100.14
2026	\$ 419.51	\$ 2,108.71	\$ 162.21	\$ -	\$ 387.96	\$ 3,078.39
2027	\$ 466.12	\$ 2,081.44	\$ 160.11	\$ -	\$ 395.72	\$ 3,103.39
2028	\$ 512.73	\$ 2,051.15	\$ 157.78	\$ -	\$ 403.63	\$ 3,125.29
2029	\$ 512.73	\$ 2,017.82	\$ 155.22	\$ -	\$ 411.70	\$ 3,097.47
2030	\$ 559.34	\$ 1,984.49	\$ 152.65	\$ -	\$ 419.94	\$ 3,116.42
2031	\$ 605.95	\$ 1,948.14	\$ 149.86	\$ -	\$ 428.34	\$ 3,132.28
2032	\$ 652.56	\$ 1,908.75	\$ 146.83	\$ -	\$ 436.90	\$ 3,145.04
2033	\$ 699.18	\$ 1,866.33	\$ 143.56	\$ -	\$ 445.64	\$ 3,154.71
2034	\$ 699.18	\$ 1,820.89	\$ 140.07	\$ -	\$ 454.56	\$ 3,114.68
2035	\$ 792.40	\$ 1,775.44	\$ 136.57	\$ -	\$ 463.65	\$ 3,168.06
2036	\$ 839.01	\$ 1,723.93	\$ 132.61	\$ -	\$ 472.92	\$ 3,168.47
2037	\$ 885.62	\$ 1,669.40	\$ 128.42	\$ -	\$ 482.38	\$ 3,165.81
2038	\$ 932.23	\$ 1,611.83	\$ 123.99	\$ -	\$ 492.03	\$ 3,160.08
2039	\$ 978.85	\$ 1,551.24	\$ 119.33	\$ -	\$ 501.87	\$ 3,151.27
2040	\$ 1,072.07	\$ 1,487.61	\$ 114.43	\$ -	\$ 511.90	\$ 3,186.02
2041	\$ 1,118.68	\$ 1,417.93	\$ 109.07	\$ -	\$ 522.14	\$ 3,167.82
2042	\$ 1,211.90	\$ 1,345.21	\$ 103.48	\$ -	\$ 532.58	\$ 3,193.18
2043	\$ 1,258.52	\$ 1,266.44	\$ 97.42	\$ -	\$ 543.24	\$ 3,165.61
2044	\$ 1,351.74	\$ 1,184.64	\$ 91.13	\$ -	\$ 554.10	\$ 3,181.60
2045	\$ 1,444.96	\$ 1,096.77	\$ 84.37	\$ -	\$ 565.18	\$ 3,191.28
2046	\$ 1,538.19	\$ 1,002.85	\$ 77.14	\$ -	\$ 576.49	\$ 3,194.66
2047	\$ 1,631.41	\$ 902.87	\$ 69.45	\$ -	\$ 588.02	\$ 3,191.74
2048	\$ 1,724.63	\$ 796.83	\$ 61.29	\$ -	\$ 599.78	\$ 3,182.53
2049	\$ 1,864.47	\$ 684.73	\$ 52.67	\$ -	\$ 611.77	\$ 3,213.64
2050	\$ 1,957.69	\$ 563.54	\$ 43.35	\$ -	\$ 624.01	\$ 3,188.58
2051	\$ 2,097.53	\$ 436.29	\$ 33.56	\$ -	\$ 636.49	\$ 3,203.86
2052	\$ 2,237.36	\$ 299.95	\$ 23.07	\$ -	\$ 649.22	\$ 3,209.60
2053	\$ 2,377.20	\$ 154.52	\$ 11.89	\$ (2,567.84)	\$ 662.20	\$ 637.96
<b>Total</b>	<b>\$ 32,861.24</b>	<b>\$ 43,031.68</b>	<b>\$ 3,310.13</b>	<b>\$ (2,567.84)</b>	<b>\$ 15,127.57</b>	<b>\$ 89,626.80</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-2 LOT TYPE  
13 BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA C-2 LOT TYPE 13 PRINCIPAL ASSESSMENT: \$34,967.73**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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

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

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

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

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

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

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

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

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

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

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-2 LOT TYPE 13

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Reserve Fund	Annual Collection Costs	Annual Installment <sup>[b]</sup>
2024	\$ -	\$ 2,272.90	\$ 174.84	\$ -	\$ 396.80	\$ 571.64
2025	\$ 446.40	\$ 2,272.90	\$ 174.84	\$ -	\$ 404.73	\$ 3,298.87
2026	\$ 446.40	\$ 2,243.89	\$ 172.61	\$ -	\$ 412.83	\$ 3,275.72
2027	\$ 496.00	\$ 2,214.87	\$ 170.37	\$ -	\$ 421.08	\$ 3,302.33
2028	\$ 545.60	\$ 2,182.63	\$ 167.89	\$ -	\$ 429.51	\$ 3,325.63
2029	\$ 545.60	\$ 2,147.17	\$ 165.17	\$ -	\$ 438.10	\$ 3,296.03
2030	\$ 595.20	\$ 2,111.70	\$ 162.44	\$ -	\$ 446.86	\$ 3,316.20
2031	\$ 644.80	\$ 2,073.02	\$ 159.46	\$ -	\$ 455.79	\$ 3,333.07
2032	\$ 694.39	\$ 2,031.10	\$ 156.24	\$ -	\$ 464.91	\$ 3,346.65
2033	\$ 743.99	\$ 1,985.97	\$ 152.77	\$ -	\$ 474.21	\$ 3,356.94
2034	\$ 743.99	\$ 1,937.61	\$ 149.05	\$ -	\$ 483.69	\$ 3,314.34
2035	\$ 843.19	\$ 1,889.25	\$ 145.33	\$ -	\$ 493.37	\$ 3,371.14
2036	\$ 892.79	\$ 1,834.44	\$ 141.11	\$ -	\$ 503.23	\$ 3,371.58
2037	\$ 942.39	\$ 1,776.41	\$ 136.65	\$ -	\$ 513.30	\$ 3,368.75
2038	\$ 991.99	\$ 1,715.15	\$ 131.93	\$ -	\$ 523.57	\$ 3,362.65
2039	\$ 1,041.59	\$ 1,650.68	\$ 126.98	\$ -	\$ 534.04	\$ 3,353.28
2040	\$ 1,140.79	\$ 1,582.97	\$ 121.77	\$ -	\$ 544.72	\$ 3,390.25
2041	\$ 1,190.39	\$ 1,508.82	\$ 116.06	\$ -	\$ 555.61	\$ 3,370.89
2042	\$ 1,289.59	\$ 1,431.44	\$ 110.11	\$ -	\$ 566.72	\$ 3,397.87
2043	\$ 1,339.19	\$ 1,347.62	\$ 103.66	\$ -	\$ 578.06	\$ 3,368.53
2044	\$ 1,438.39	\$ 1,260.57	\$ 96.97	\$ -	\$ 589.62	\$ 3,385.55
2045	\$ 1,537.59	\$ 1,167.08	\$ 89.78	\$ -	\$ 601.41	\$ 3,395.85
2046	\$ 1,636.79	\$ 1,067.14	\$ 82.09	\$ -	\$ 613.44	\$ 3,399.45
2047	\$ 1,735.99	\$ 960.74	\$ 73.90	\$ -	\$ 625.71	\$ 3,396.34
2048	\$ 1,835.19	\$ 847.91	\$ 65.22	\$ -	\$ 638.22	\$ 3,386.54
2049	\$ 1,983.98	\$ 728.62	\$ 56.05	\$ -	\$ 650.99	\$ 3,419.64
2050	\$ 2,083.18	\$ 599.66	\$ 46.13	\$ -	\$ 664.01	\$ 3,392.98
2051	\$ 2,231.98	\$ 464.25	\$ 35.71	\$ -	\$ 677.29	\$ 3,409.23
2052	\$ 2,380.78	\$ 319.17	\$ 24.55	\$ -	\$ 690.83	\$ 3,415.34
2053	\$ 2,529.58	\$ 164.42	\$ 12.65	\$ (2,732.44)	\$ 704.65	\$ 678.86
<b>Total</b>	<b>\$ 34,967.73</b>	<b>\$ 45,790.12</b>	<b>\$ 3,522.32</b>	<b>\$ (2,732.44)</b>	<b>\$ 16,097.29</b>	<b>\$ 95,372.11</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

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



**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 INITIAL  
PARCEL BUYER DISCLOSURE**

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

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA C-3 INITIAL PARCEL PRINCIPAL ASSESSMENT:  
\$5,435,000.00**

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

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

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

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

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

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

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

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

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

DATE:

DATE:

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

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

STATE OF TEXAS

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

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas 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

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-3 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment <sup>[b]</sup>
2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00
2025	\$ 65,000.00	\$ 353,275.00	\$ 27,175.00	\$ -	\$ -	\$ 40,800.00	\$ 486,250.00
2026	\$ 65,000.00	\$ 349,050.00	\$ 26,850.00	\$ -	\$ -	\$ 41,616.00	\$ 482,516.00
2027	\$ 70,000.00	\$ 344,825.00	\$ 26,525.00	\$ -	\$ -	\$ 42,448.32	\$ 483,798.32
2028	\$ 75,000.00	\$ 340,275.00	\$ 26,175.00	\$ -	\$ -	\$ 43,297.29	\$ 484,747.29
2029	\$ 80,000.00	\$ 335,400.00	\$ 25,800.00	\$ -	\$ -	\$ 44,163.23	\$ 485,363.23
2030	\$ 85,000.00	\$ 330,200.00	\$ 25,400.00	\$ -	\$ -	\$ 45,046.50	\$ 485,646.50
2031	\$ 90,000.00	\$ 324,675.00	\$ 24,975.00	\$ -	\$ -	\$ 45,947.43	\$ 485,597.43
2032	\$ 100,000.00	\$ 318,825.00	\$ 24,525.00	\$ -	\$ -	\$ 46,866.38	\$ 490,216.38
2033	\$ 105,000.00	\$ 312,325.00	\$ 24,025.00	\$ -	\$ -	\$ 47,803.70	\$ 489,153.70
2034	\$ 110,000.00	\$ 305,500.00	\$ 23,500.00	\$ -	\$ -	\$ 48,759.78	\$ 487,759.78
2035	\$ 120,000.00	\$ 298,350.00	\$ 22,950.00	\$ -	\$ -	\$ 49,734.97	\$ 491,034.97
2036	\$ 125,000.00	\$ 290,550.00	\$ 22,350.00	\$ -	\$ -	\$ 50,729.67	\$ 488,629.67
2037	\$ 135,000.00	\$ 282,425.00	\$ 21,725.00	\$ -	\$ -	\$ 51,744.27	\$ 490,894.27
2038	\$ 145,000.00	\$ 273,650.00	\$ 21,050.00	\$ -	\$ -	\$ 52,779.15	\$ 492,479.15
2039	\$ 150,000.00	\$ 264,225.00	\$ 20,325.00	\$ -	\$ -	\$ 53,834.73	\$ 488,384.73
2040	\$ 160,000.00	\$ 254,475.00	\$ 19,575.00	\$ -	\$ -	\$ 54,911.43	\$ 488,961.43
2041	\$ 175,000.00	\$ 244,075.00	\$ 18,775.00	\$ -	\$ -	\$ 56,009.66	\$ 493,859.66
2042	\$ 185,000.00	\$ 232,700.00	\$ 17,900.00	\$ -	\$ -	\$ 57,129.85	\$ 492,729.85
2043	\$ 195,000.00	\$ 220,675.00	\$ 16,975.00	\$ -	\$ -	\$ 58,272.45	\$ 490,922.45
2044	\$ 210,000.00	\$ 208,000.00	\$ 16,000.00	\$ -	\$ -	\$ 59,437.90	\$ 493,437.90
2045	\$ 220,000.00	\$ 194,350.00	\$ 14,950.00	\$ -	\$ -	\$ 60,626.65	\$ 489,926.65
2046	\$ 235,000.00	\$ 180,050.00	\$ 13,850.00	\$ -	\$ -	\$ 61,839.19	\$ 490,739.19
2047	\$ 250,000.00	\$ 164,775.00	\$ 12,675.00	\$ -	\$ -	\$ 63,075.97	\$ 490,525.97
2048	\$ 270,000.00	\$ 148,525.00	\$ 11,425.00	\$ -	\$ -	\$ 64,337.49	\$ 494,287.49
2049	\$ 285,000.00	\$ 130,975.00	\$ 10,075.00	\$ -	\$ -	\$ 65,624.24	\$ 491,674.24
2050	\$ 305,000.00	\$ 112,450.00	\$ 8,650.00	\$ -	\$ -	\$ 66,936.72	\$ 493,036.72
2051	\$ 325,000.00	\$ 92,625.00	\$ 7,125.00	\$ -	\$ -	\$ 68,275.46	\$ 493,025.46
2052	\$ 345,000.00	\$ 71,500.00	\$ 5,500.00	\$ -	\$ -	\$ 69,640.97	\$ 491,640.97
2053	\$ 365,000.00	\$ 49,075.00	\$ 3,775.00	\$ -	\$ -	\$ 71,033.79	\$ 488,883.79
2054	\$ 390,000.00	\$ 25,350.00	\$ 1,950.00	\$ -	\$ (419,075.00)	\$ 72,454.46	\$ 70,679.46
<b>Total</b>	<b>\$ 5,435,000.00</b>	<b>\$ 7,053,150.00</b>	<b>\$ 542,550.00</b>	<b>\$ -</b>	<b>\$ (419,075.00)</b>	<b>\$ 1,695,177.63</b>	<b>\$ 14,306,802.63</b>

**Footnotes:**

[a] Interest on the PID Bonds is calculated at a 6.50% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 LOT TYPE  
14 BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF MESQUITE, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA C-3 LOT TYPE 14 PRINCIPAL ASSESSMENT: \$35,538.36**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Mesquite.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas 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

§  
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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-3 LOT TYPE 14**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Reserve Fund<sup>[b]</sup></b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[c]</sup></b>
2024	\$ -	\$ -	\$ -	\$ 261.55	\$ 261.55
2025	\$ 425.02	\$ 2,309.99	\$ -	\$ 266.78	\$ 3,001.80
2026	\$ 425.02	\$ 2,282.37	\$ -	\$ 272.12	\$ 2,979.51
2027	\$ 457.72	\$ 2,254.74	\$ -	\$ 277.56	\$ 2,990.02
2028	\$ 490.41	\$ 2,224.99	\$ -	\$ 283.11	\$ 2,998.51
2029	\$ 523.10	\$ 2,193.11	\$ -	\$ 288.77	\$ 3,004.99
2030	\$ 555.80	\$ 2,159.11	\$ -	\$ 294.55	\$ 3,009.46
2031	\$ 588.49	\$ 2,122.98	\$ -	\$ 300.44	\$ 3,011.92
2032	\$ 653.88	\$ 2,084.73	\$ -	\$ 306.45	\$ 3,045.06
2033	\$ 686.57	\$ 2,042.23	\$ -	\$ 312.58	\$ 3,041.38
2034	\$ 719.27	\$ 1,997.60	\$ -	\$ 318.83	\$ 3,035.70
2035	\$ 784.66	\$ 1,950.85	\$ -	\$ 325.21	\$ 3,060.71
2036	\$ 817.35	\$ 1,899.85	\$ -	\$ 331.71	\$ 3,048.91
2037	\$ 882.74	\$ 1,846.72	\$ -	\$ 338.35	\$ 3,067.80
2038	\$ 948.13	\$ 1,789.34	\$ -	\$ 345.11	\$ 3,082.58
2039	\$ 980.82	\$ 1,727.71	\$ -	\$ 352.01	\$ 3,060.55
2040	\$ 1,046.21	\$ 1,663.96	\$ -	\$ 359.05	\$ 3,069.22
2041	\$ 1,144.29	\$ 1,595.96	\$ -	\$ 366.24	\$ 3,106.48
2042	\$ 1,209.68	\$ 1,521.58	\$ -	\$ 373.56	\$ 3,104.82
2043	\$ 1,275.07	\$ 1,442.95	\$ -	\$ 381.03	\$ 3,099.05
2044	\$ 1,373.15	\$ 1,360.07	\$ -	\$ 388.65	\$ 3,121.87
2045	\$ 1,438.54	\$ 1,270.82	\$ -	\$ 396.43	\$ 3,105.78
2046	\$ 1,536.62	\$ 1,177.31	\$ -	\$ 404.35	\$ 3,118.28
2047	\$ 1,634.70	\$ 1,077.43	\$ -	\$ 412.44	\$ 3,124.57
2048	\$ 1,765.48	\$ 971.17	\$ -	\$ 420.69	\$ 3,157.34
2049	\$ 1,863.56	\$ 856.42	\$ -	\$ 429.10	\$ 3,149.08
2050	\$ 1,994.33	\$ 735.29	\$ -	\$ 437.69	\$ 3,167.31
2051	\$ 2,125.11	\$ 605.66	\$ -	\$ 446.44	\$ 3,177.20
2052	\$ 2,255.88	\$ 467.52	\$ -	\$ 455.37	\$ 3,178.78
2053	\$ 2,386.66	\$ 320.89	\$ -	\$ 464.48	\$ 3,172.03
2054	\$ 2,550.13	\$ 165.76	\$ (2,740.25)	\$ 473.77	\$ 449.41
<b>Total</b>	<b>\$ 35,538.36</b>	<b>\$ 46,119.12</b>	<b>\$ (2,740.25)</b>	<b>\$ 11,084.42</b>	<b>\$ 90,001.65</b>

**Footnotes:**

[a] Interest on the Improvement Area C-3 Reimbursement Obligation is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

[c] 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.

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA C-3 LOT TYPE  
15 BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF MESQUITE, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA C-3 LOT TYPE 15 PRINCIPAL ASSESSMENT: \$37,907.59**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, 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 *Solterra Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Mesquite. The exact amount of each annual installment will be approved each year by the Mesquite City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Mesquite.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.



[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA C-3 LOT TYPE 15**

<b>Annual Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Reserve Fund<sup>[b]</sup></b>	<b>Annual Collection Costs</b>	<b>Annual Installment<sup>[c]</sup></b>
2024	\$ -	\$ -	\$ -	\$ 278.99	\$ 278.99
2025	\$ 453.36	\$ 2,463.99	\$ -	\$ 284.57	\$ 3,201.92
2026	\$ 453.36	\$ 2,434.52	\$ -	\$ 290.26	\$ 3,178.14
2027	\$ 488.23	\$ 2,405.06	\$ -	\$ 296.07	\$ 3,189.35
2028	\$ 523.10	\$ 2,373.32	\$ -	\$ 301.99	\$ 3,198.41
2029	\$ 557.98	\$ 2,339.32	\$ -	\$ 308.03	\$ 3,205.32
2030	\$ 592.85	\$ 2,303.05	\$ -	\$ 314.19	\$ 3,210.09
2031	\$ 627.72	\$ 2,264.52	\$ -	\$ 320.47	\$ 3,212.71
2032	\$ 697.47	\$ 2,223.71	\$ -	\$ 326.88	\$ 3,248.07
2033	\$ 732.35	\$ 2,178.38	\$ -	\$ 333.42	\$ 3,244.14
2034	\$ 767.22	\$ 2,130.78	\$ -	\$ 340.09	\$ 3,238.08
2035	\$ 836.97	\$ 2,080.91	\$ -	\$ 346.89	\$ 3,264.76
2036	\$ 871.84	\$ 2,026.50	\$ -	\$ 353.83	\$ 3,252.17
2037	\$ 941.59	\$ 1,969.83	\$ -	\$ 360.90	\$ 3,272.32
2038	\$ 1,011.33	\$ 1,908.63	\$ -	\$ 368.12	\$ 3,288.08
2039	\$ 1,046.21	\$ 1,842.89	\$ -	\$ 375.48	\$ 3,264.58
2040	\$ 1,115.95	\$ 1,774.89	\$ -	\$ 382.99	\$ 3,273.84
2041	\$ 1,220.58	\$ 1,702.35	\$ -	\$ 390.65	\$ 3,313.58
2042	\$ 1,290.32	\$ 1,623.02	\$ -	\$ 398.46	\$ 3,311.80
2043	\$ 1,360.07	\$ 1,539.15	\$ -	\$ 406.43	\$ 3,305.65
2044	\$ 1,464.69	\$ 1,450.74	\$ -	\$ 414.56	\$ 3,329.99
2045	\$ 1,534.44	\$ 1,355.54	\$ -	\$ 422.85	\$ 3,312.83
2046	\$ 1,639.06	\$ 1,255.80	\$ -	\$ 431.31	\$ 3,326.17
2047	\$ 1,743.68	\$ 1,149.26	\$ -	\$ 439.94	\$ 3,332.88
2048	\$ 1,883.17	\$ 1,035.92	\$ -	\$ 448.74	\$ 3,367.83
2049	\$ 1,987.79	\$ 913.51	\$ -	\$ 457.71	\$ 3,359.02
2050	\$ 2,127.29	\$ 784.31	\$ -	\$ 466.86	\$ 3,378.46
2051	\$ 2,266.78	\$ 646.03	\$ -	\$ 476.20	\$ 3,389.02
2052	\$ 2,406.28	\$ 498.69	\$ -	\$ 485.73	\$ 3,390.70
2053	\$ 2,545.77	\$ 342.28	\$ -	\$ 495.44	\$ 3,383.50
2054	\$ 2,720.14	\$ 176.81	\$ (2,922.93)	\$ 505.35	\$ 479.37
<b>Total</b>	<b>\$ 37,907.59</b>	<b>\$ 49,193.72</b>	<b>\$ (2,922.93)</b>	<b>\$ 11,823.38</b>	<b>\$ 96,001.76</b>

**Footnotes:**

[a] Interest on the Improvement Area C-3 Reimbursement Obligation is calculated at a 6.50% rate for illustrative purposes.

[b] Assumes the Reserve Fund is fully funded and available to reduce Annual Installments in the final year.

[c] 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.